

27th November, 2009

NEWS UPDATE 09

CLARIFICATIONS

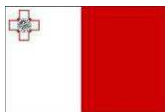
1. Replies to Requests for Clarifications

Please find below further replies to requests for clarifications forwarded to the Contest Secretariat. This letter is construed to form an integral part of the tender document. All other terms and conditions in the tender document remain unchanged.

Q56. In the **Design Contest Brief** - Section 4.3.6.1.2 The Environment and Energy - "neither the buildings nor the structures for the pathway, will give out carbon emissions or other hazardous gases throughout their lifetime." Does this refer to the structure only or does it mean that, for example, no air-conditioning is allowed? The latter can have an impact on the exhibits themselves, plus it is not possible to have adequate, comfortable temperature and humidity control as required by modern day standards with mechanical means only. Please expand.

A56. In **Section 4.3.6.1.2 The Environment and Energy**, it is clearly stated that the "project has also to ensure effective protection of the environment". Furthermore, "The use of **Renewable Energy Systems (RES)** has been considered by Heritage Malta ... much emphasis shall be made on the introduction of elements in the design of all the various elements and the facilities themselves (particularly in the design of the Interpretation Centre and 'Exit Point') which will greatly limit the consumption of energy such as maximising the use of natural light, encouraging natural ventilation and building insulation within the buildings themselves so as to minimise the need for the reliance of forced mechanical environmental control systems." It is also stated that the "...proposed buildings and structures are to be designed as efficiently as possible, seeking ways to minimise negative impact on the environment."

Definitely, the building elements and materials shall not give out "carbon emissions or other hazardous gases throughout their lifetime." On the other hand, proposals of buildings which rely mostly on 'forced mechanical environmental control systems' cannot be considered favourably by the Jury.



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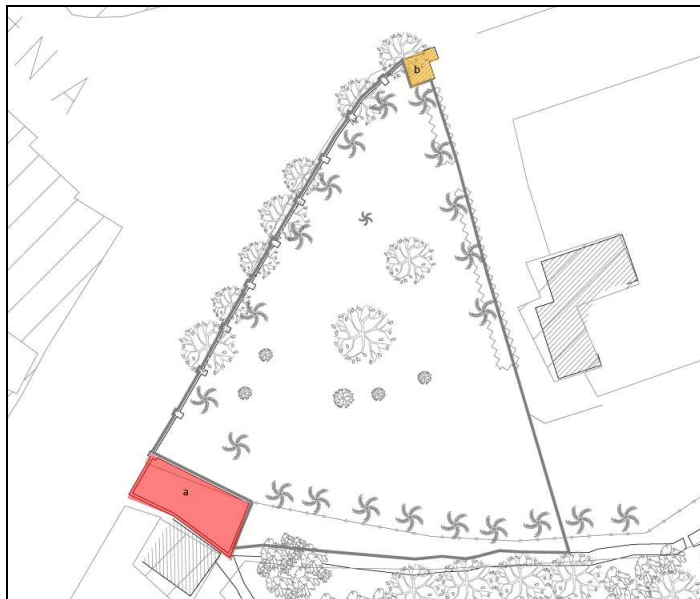
Q57. Is the 4.5m limit to the Interpretation centre applicable throughout the Interpretation Centre site or can it be applicable only to the part on the street so that this level becomes the maximum height for the whole site? In other words, can the 4.5m at street level be taken as the absolute limit for the whole site rather than having to step down the building as one goes deeper into the Interpretation Centre?

A57. In the **Design Contest Brief** (p.21) – Section 4.3.6.2.1 Interpretation Centre – “The maximum building height shall not exceed 4.5m above existing soil level, and the structure shall not be visible, at any point, from the Temples and the immediate surrounding areas.”

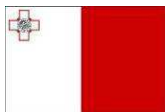
Q58. In the **Design Contest Brief** – Section 4.3.6.2.1 - refers to the “internal floor area”. Kindly explain whether this includes “wall thickness” or as the literal interpretation implies, the area within any room or space?

A58. The “internal floor area” is the ‘net’ area within any room or space.

Q59. With reference to the structures marked as ‘A’ and ‘B’ on the image below, can the access (‘A’) be altered since it is infringing on the site? On the other hand, can the structure marked as ‘B’ be demolished?



A59. The structure marked as ‘A’ does not fall in the area under Heritage Malta’s guardianship. The structure marked as ‘B’ can be demolished.



Q60. You mentioned that the temples area can be omitted from the Masterplan. What about the coaches parking area; should this be included in the Masterplan? Is the 'exit point' supposed to be located in this area? (We have no survey, no levels, only the MEPA site-plan)

A60. Levels of the existing 'car park' area were included with News Update 2, which 'dwg file can be downloaded from www.heritagemalta.org/erdf032. As specified in the Design Contest Brief, the "**exit point' and upgrading of parking area**' is part of the masterplan. Furthermore, in Pg 18 of the Design Contest Brief, it is stated that "The visitors will then go through the 'Exit Point' to their coach/bus/vans/taxi (parking area)." With respect to the location of the 'Exit Point', reference is made to pg 22 of the Design Contest Brief, whereby "The 'Exit Point' shall be located outside the extents of the Heritage Park, in the coach/bus/etc parking area."

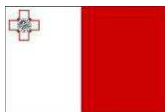
Q61. In the brief with regards to the exit point, you specify that "*The footprint of the structure should not be larger than the combined footprint of the structures it replaces*".

Could you be more specific, since the survey provided does not include all the existing structures? We have estimated that the combined area is about 150 sqm. Are we correct in making this assumption?

A61. The existing 'structures' to be replaced by the 'Exit Point', in the Ggantija Heritage Park include:

1. HM toilets/Security office	31sq.m.(gross area)
2. Third Party Shop	30sq.m. (gross area) external retail space - 13sq.m. AGREEMENT WITH LANDS DEPARTMENT (FILE 629/74) – AREA OF 35'6" X 14'
3. HM temporary visitor centre	29sq.m. (gross area) shelter (over turnstiles) - 28sq.m.

However, in **Section 4.3.6.2.3 The 'Exit Point'**, it is stated that "*The main aim of this structure, is to complement, rationalize and 'tidy-up', the re-design and upgrading of the coach/bus/etc parking area, including licensed hawkers, etc.*" as well as "...shall ensure that the commercial activity on the site is kept to a



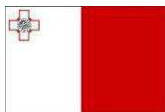
minimum necessary, and the structures that house them should be kept as low-profile and unobtrusive as possible.”

Hence, the guiding factors are to design a building that is the least intrusive, both in scale and design, which however houses the necessary functions as included in the Design Contest Brief, however, not necessarily total to the area of the structures it is replacing, i.e.:

- a space where the visitor can deposit the audio-guide, avoiding the need to walk uphill, all the way back to the Interpretation Centre
- relocation of the existing security office
- souvenir shop (and other commercial activities)
- sanitary facilities

With respect to the ‘souvenir shop (and other commercial activities)’, the ‘Exit Point’ shall include, but not necessarily exclusive to, a Souvenir Shop (run by Heritage Malta) and the relocation of the ‘Third Party Shop’ (same conditions as per agreement with Lands Department).

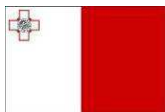
- Q62. Would an entry be eligible if the case study presented by the “key expert”, as evidence of competence, matches the “scale” of the project but not its nature. I refer in particular to the case of a joint venture where the key expert shall be coordinating various professionals. A number of the professionals within the joint venture would be versed in architectural/archaeological conservation.
- A62. The person presented as the ‘key expert’ has to satisfy the criteria as specified in the **Design Contest Brief - Section 05.7 Eligibility**. Refer also to **A12-17** and **A46**.
- Q63. I would like to ask you about the role of “Key Expert” (ie; the team leader). Would we be able to nominate two persons for equal roles as key experts in this case?
- A63. Only one key expert can be nominated.
- Q64. Further to Page 48 of the Draft Contract (ANNEX III) - "Following the 'Design Contest', the winner shall prepare an 'Organisation and Methodology' report part '3. Timetable of Activities'. Is this to be submitted with the Design Contest Entry?
- A64. Further to A54 (News Update 07), the Annex III –Organisation and Methodology’ is required to compile the complete contract dossier. The part entitled ‘3. Timetable of Activities’ is to be presented in the form of a Gantt Chart with respect to the architect’s work (MEPA application, preparation of tender docs,



etc.) and not the construction works. This shall be eventually revised/fine-tuned accordingly. However, it has to take into consideration that construction works are envisaged to commence on site in the first quarter (Q1) of 2011 and works completed in the first quarter (Q1) of 2013.

- Q65. With regards to the Annex and draft contract, I am assuming that the contract must be handed in with all the completed annexes, forms etc as a whole document? Also, must all forms be completed as I would presume that Annex VII (performance guarantee) and Annex VIII (financial guarantee) are not to be submitted at this stage?
- A65. Participants are to submit all the relevant **Annexes** and documentation as specified in the (Draft) Contract dossier, as per provided templates, excluding Annex VII and VIII (these shall be then compiled by the winner of the Design Contest).
- Q66. Can same participant submit multiple entries?
- A66. In the **FORMAT OF THE DECLARATION - CONTESTANT'S DECLARATION** – the participants are declaring that "... We confirm that we are not participating in any other entry for the same contract, whatever the form of the application (as a partner - including leader - in a consortium or as an individual Candidate);"

Contestants are urged to regularly access the 'news' section in www.heritagemalta.org/erdf032 for further updates, clarifications, information, etc.



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