



ST JOHN'S
CO-CATHEDRAL
AND MUSEUM
VALLETTA MALTA

THE ST JOHN'S CO-CATHEDRAL FOUNDATION

EXPRESSION OF INTEREST

REFERENCE: STJCF007/18

INVITATION TO SUBMIT PROPOSALS FOR THE DESIGN, PRODUCTION AND INSTALLATION OF A NATIVITY CRIB INSIDE ST JOHN'S CO-CATHEDRAL

Published on all local Sunday Newspapers on 9th September 2018.
Closing date for submissions: Monday, 24th September 2018 at noon.

The St John's Co-Cathedral Foundation
Tel: 22 480 400 / Email: info@stjohnscocathedral.com

1. INTRODUCTION

One of the main objectives of The St John's Co-Cathedral Foundation (hereinafter referred to as "The Foundation") is to ensure the constant preservation and maintenance of St John's Co-Cathedral as a national monument and as a sacred place of worship, whilst expressing its interest towards art and creativity.

2. OBJECTIVES

The purpose of this Expression of Interest (EOI) is to receive and evaluate offers from artist/s and crib enthusiasts for the design, production and installation of a Crib on inside St John's Co-Cathedral.

The initial agreement will be to acquire a nativity crib which will then be owned by The Foundation. Deadlines for acquiring the crib will be discussed once the bidder is chosen.

3. CHARACTERISTICS OF THE NATIVITY CRIB

The crib must feature the following characteristics:

- a. The Crib should express a scene from **the Nativity of Jesus Christ**. It will feature, at least the following subjects: Mary, Mother of God; St Joseph and Jesus as a baby/infant.
- b. The crib will be installed in one of the Chapels at St John's Co-Cathedral.
- c. The crib should be freestanding, might be supported by weights, but not bolted down.
- d. **Materials** for the crib must be good enough for the crib to be used in subsequent years.
- e. The crib structure must be easily dismantled to be easily stored.
- f. The crib should also be well lit, supplied with LED lighting.

A confirmation/declaration will be required with the submission, stating that the crib (should it be selected) will be finished by the artist/s according to the specifications provided by The Foundation and according to the requirements/characteristics.

The cost for the design, production and installation of the crib to be borne by The Foundation. Therefore, The Foundation will be the sole owner of the crib.

3. GUARANTEE OF WORKS

- a. The artist/s shall provide a guarantee of works for a minimum of two (2) years starting from the date of issue of the completion certificate by the Foundation for all the works carried out and for the material provided in the contract.
- b. This works guarantee shall be partially covered by a retention sum equivalent to five (5%) of the contract sum. This shall be refunded only if any defective work resulting during the period covered by the guarantee had been made good to the approval of the Foundation.
- c. If within the Guarantee period any defects arise, then in such case, upon the receipt of notice of such defects, the artist/s shall promptly repair such at the artist/s's sole cost. If on display the repairs should be done in two of two days.
- d. Should the artist/s fail to do so, the Foundation reserves the right to carry out the replacement of any defective work, items or materials. The cost of which shall be determined by the Foundation and deducted from the retention sum reserved for the guarantee of works.

4. ALTERATIONS, ADDITIONS, DEDUCTIONS TO THE WORK AND EXTRA WORK

- a. The Foundation shall have the power to require reasonable alterations in the work or any of its details; and, if such alterations do not involve extra expense, no payment shall be made in respect of them.
- b. The artist/s shall not receive payment beyond the contract sum for any work which he may consider that payment should be made as an extra, unless such work shall have been ordered as extra work, or unless the artist/s, before commencing such work, shall have claimed in writing that it should be paid for as an extra, and the CEO shall have certified in writing that the claim is reasonable and proper and accepted.
- c. The Foundation shall determine the amount (if any) which would be added to or deducted from the sum named in the EOI in respect of any extra or additional work done or omitted by its order. All such work shall be valued at the rates set out in the contract if the same rates shall be applicable. If the contract shall not contain any rates applicable to the extra or additional works, then suitable prices shall be agreed upon between the Foundation and the Artist/s. In the event of disagreement, the Foundation shall fix such prices as shall in its sole opinion be fair and reasonable.
- d. In the event of additions being made, or for any other valid reason, the Foundation may, if it thinks it necessary, extend the time for delivery or completion for such period as it may consider reasonable and proper. The Artist/s shall be informed in writing for any such extension.

5. SAFETY, SECURITY, PROTECTION OF THE ENVIRONMENT

The artist/s shall, throughout the execution and completion of the Works and the remedying of any defects therein:

- a. take full responsibility for compliance with Health and Safety Regulations in force from time to time;
- b. without prejudice, have full regard for the safety of all persons on the site and keep the site (so far as the same is under his control) and the Works (so far as the same are not completed or occupied by the Employer) in an orderly state appropriate to the avoidance of danger to such persons;
- c. without prejudice, provide and maintain at his own cost all lights, guards, fencing, warning signs and watching, when and where necessary, for the protection of the Works or for the safety and convenience of the public or others; and
- d. without prejudice, take all reasonable steps to protect the environment on and off the site and to avoid damage or nuisance to persons (mostly Cathedral visitors) or to property of the public or others resulting from pollution, noise or other causes arising because of his methods of operation.

6. DAMAGE TO PERSONS AND PROPERTY

- a. Where during his/her/their course of work, the artist/s cause/s any damage to the Foundation's equipment or facilities, the artist/s must report the damage immediately to the Foundation. The Foundation shall rectify the damage in any way it deems fit, the cost and expense thereof shall be borne by the artist/s. The artist/s is required to replace/repair or make/s good the loss suffered by the Foundation due to any damage caused by the artist/s during the execution of the work.
- b. The artist/s shall, except if and so far as the Contract provides otherwise, indemnify the Foundation against all losses and claims in respect of death of or injury to any person, or loss of or damage to any property (other than the works), which may arise out of or in consequence of the execution and completion of works and the remedying of the defects therein, and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

7. THIRD PARTY INSURANCE (INCLUDING FOUNDATION'S PROPERTY)

The artist/s shall, without limiting his/their or the Foundation's obligations and responsibilities under the above clause, insure, in the joint names of the artist/s and the Foundation, against liabilities for injury, or death to any person or loss of or damage to any property (other than the Works) arising out of the performance of the Contract.

8. ACCIDENT OF INJURY TO WORKMEN

The Foundation shall not be liable for or in respect of any damages or compensation payable to any workman or other person in the employment of the Artist/s or any assistants, other than death or injury resulting from any act or default of the Client, his agents or servants. The artist/s shall indemnify and keep indemnified the Client against all such damages and compensation, other than those for which the Client is liable as aforesaid, and against all claims, proceedings, damages, costs, charges, and expenses whatsoever in respect thereof or in relation thereto.

9. REQUIRED INFORMATION

The proposal shall include:

- a. Details of the artist/s - including full name/s, ID Card Number/s, registered address/es, email address/es, telephone/mobile phone number/s, and company registration number (if applicable).
- b. A short description of the crib, including the concept/idea generating behind the proposal (Annex 1).
- c. Provision of a visual representation of the proposed crib.
- d. Declaration that the information submitted is correct (Annex 2).
- e. Artist/s Curriculum Vitae and profile of any similar works.

If more than one proposal is offered by the same individual/s, a separate submission is to be made for each crib. If any of the above declarations are found to be incorrect, misleading or false, the proposal/s shall be disqualified.

10. SUBMISSIONS

10.1 – Timetable

	Date	Time*
Date of Publication	9th September 2018 on all local Sunday Newspapers, and on social media.	N/A
Site visit	13th September 2018	09:30
Final date for request for any clarification from The Foundation by prospective bidders. Request for clarifications are to be sent on info@stjohnscocathedral.com with the title of the e-mail reading STJCF007/18.	20th September 2018	12:00
Final date by which the Foundation is to reply to clarifications and provide additional information (if applicable). Clarifications/Additional Information will be available on www.stjohnscocathedral.com/procurement .	20th September 2018	12:00
Closing date for the submission of proposals under the EOI.	24th September 2018	12:00
EOI Opening Session.	24th September 2018	12:00

*All times Central European Summer Time (CEST)

10.2 - Submissions

- a. Submissions of proposals are to be made strictly in accordance with this document. All information requested in this document must be provided. If any section is deemed as not applicable, the proponent shall indicate so accordingly giving a detailed justification. This is without prejudice to the right of The Foundation to disqualify proponents that do not provide the required information.
- b. Submissions shall be drawn up either in English or Maltese and must be enclosed in a sealed envelope and clearly marked as **STJCF007/18**.
- c. Offers are to be deposited in the tender box at:
 - St John's Co-Cathedral Foundation,
 - St John's Co-Cathedral,
 - St John Street,
 - Valletta, VLT 1156

**Closing date for submission is Monday 24th September 2018 at 12:00.
LATE SUBMISSIONS WILL NOT BE CONSIDERED.**

- d. Additional material may be submitted together with the information requested in this EOI document.
- e. The submission of a proposal shall be considered as an acceptance by the proponent of the terms and conditions outlined in this document.
- f. The person/organisation submitting the proposal under this EOI process shall be acting in good faith to the title of the site being proposed. In case of any false information, of whatever nature, the Foundation reserves the right to forfeit the right of the proponent to participate in this EOI process without giving any notice.

11. EVALUATION OF PROPOSALS

- a. Following the closing date, the Evaluation Committee set up by The Foundation will evaluate the proposals received against the criteria and conditions set out in this EOI.
- b. The Evaluation Committee will confirm if the proposals contain all the requested documentation.
- c. The Evaluation Committee may, at its discretion, seek clarification from the bidder/s. Failure to supply a satisfactory clarification to the Evaluation Committee shall render the proposal liable to disqualification.
- d. The Foundation also reserves the right to accept or reject any offer, or part thereof in respect of this EOI and/or to cancel the whole procedure and reject all offers. The Foundation reserves the right to initiate a new invitation of offers. Under no circumstances, will the Foundation be liable for damages, whatever the nature.
- e. Nothing in this invitation is to be construed as creating a binding contract between the Foundation and the bidder until the two parties enter into a final binding contract.

12. DISCLAIMERS

- a. The Foundation reserves the right to reject at its sole and absolute discretion, any or all the submitted proposals, and is not bound to give reasons for rejection. The Foundation shall have the option to cancel any published EOI prior to its closing date.
- b. Offers must remain valid for a period of 150 days after the deadline for submission.

13. AWARD OF CONTRACT

The contract period shall commence from the date of last signature on signed contract. Completion date of the crib will be discussed with the selected bidder prior to the signing of the contract.

14. PAYMENTS

Payment excluding the retention money amount shall be paid as follows: 50% of the total amount due on commencement of works, 50% on completion of the works subject to the satisfaction of the Foundation.

ANNEXES

ANNEX 1 - DECLARATION & BIDDER'S DETAILS FORM

With reference to the Expression of Interest with Ref. STJCF007/18 issued by The St John's Co-Cathedral Foundation, and in terms of the conditions mentioned therein and those thereto attached,

I/We,

.....
(name and surname of individual/s to be entered in BLOCK letters) bearer/s of the respective ID Card No/s

.....
offer and bind myself/ourselves to design, produce and supply a Nativity Crib to The St John's Co-Cathedral Foundation, as per the conditions of the EOI.

I/We hereby acknowledge that I/we am/are fully conversant with all the conditions of this EOI.

Name of Artist/s:
Address:
VAT Number (if applicable):
Telephone Number/s:
Mobile Number/s:
E-mail address/es:
Signature/s:
Date:

Theme for the Nativity Crib, and description:

Nativity Crib Dimensions (Length, depth & height) and what it will include:

Materials used for an indoor Nativity Crib:

Total Cost (In EUR) – include material costs, labour costs, transportation and assembly costs:

ANNEX 2 - DECLARATION THAT THE SUBMITTED INFORMATION IS CORRECT

I/We,

.....

(name and surname of individuals, to be entered in BLOCK letters) bearer of ID Card No/s.

.....

.....

of *(insert personal address)*

.....

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.....

....., hereby
declare that the information submitted in the STJCF007/18 is true and correct.

I/We am/are aware and fully accept that in case that this information is found to be incorrect, misleading or false, I/we shall forfeit the right to participate in the above-mentioned EOI without being given due notice.

Signature/s:

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