



MCVS/1/2015

REQUEST FOR TENDER
For the Provision and Installation of Passenger Lift
VOLUNTEER CENTRE

Funded by the
Malta Council for the Voluntary Sector

Malta Council for the Voluntary Sector
Floor 2, Block C, Beltissebh
Floriana, FRN 1700

January 2015

Reference: MCVS/01/2011

REQUEST FOR TENDER for the Provision and Installation of Passenger Lift

Details to be collected from:

Malta Council for the Voluntary Sector
Volunteer Centre,
181, Melita Street
Valletta, VLT 1129
During normal office hours.
Tel: 21240041
e-mail: mcvs.msdc@gov.mt

An electronic version of the requested information may also be requested and will be forwarded via e-mail or on the web-site www.maltacvs.org

Sealed TENDERS, clearly marked ‘REQUEST FOR TENDER for the Provision and Installation of Passenger Lift’, are to be deposited at the MCVS Offices by Friday the 6th of January 2015 before 12.00 p.m. (noon) at the address below:

Malta Council for the Voluntary Sector
Volunteer Centre,
181, Melita Street
Valletta, VLT 1129

Organisations or individuals intending to submit a proposal are to send their particulars on mcvs.msdc@gov.mt in case any clarifications need to be communicated to all interested bidders.

TENDER

With reference to the advert ‘REQUEST FOR TENDER for the Provision and Installation of Passenger Lift, and in terms of the conditions therein mentioned and those there to attached, I/We

.....
.....

(Name of individual or firm making the expression of interest to be entered in block letters) offer and bind myself/ourselves to provide the service in the Notice aforesaid in conformity with the Specification and Conditions relating thereto.

- 2. I/We hereby acknowledge that I am/we are fully cognizant of the contents of the aforesaid specification and conditions of the expression of interest.
- 3. I/We undertake that this expression of interest shall not be retraced or withdrawn for a period of TWO calendar month/s from the date of expiration of the period fixed for its delivery, inclusively, but shall remain binding and may be accepted by the Agency at any time during the said period of TWO calendar month/s, even by a verbal communication of the acceptance.

Signature

ID Card Number

Full Name (BLOCK LETTERS)

Name of Company or Partnership

Capacity to represent company or partnership

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Purpose of this RFQ

The Malta Council for the Voluntary Sector is seeking the services **for the Provision and Installation of Passenger Lift.**

1. Introduction

The Malta Council for the Voluntary Sector (MCVS) is established by the VO Act Chapter 492 of the 11th December 2007.

2. Services Required

Conditions and specifications for REQUEST FOR TENDER for the Provision and Installation of Passenger Lift:

2.1 SCOPE OF WORK

The Passenger Lift required is panoramic (glass surrounding) and the specifications required are that the lift is required for a maximum load of 6 persons capacity with full accessibility, including suitable Brake release tools (total 3 sets) to be designed supplied, inspection as may be necessary before dispatch, delivery at site, installation, testing, commissioning and handing over to MCVS and the defects liability for a period of 1 year after completion of all works & handing over to client. Scope of work shall also include AMC (Annual maintenance contract) for 3 years after one year of defect liability period after handing over to client.

These specifications shall be read in conjunction with the General Conditions of Contract and Additional Conditions of Contract.

2.2 GENERAL

The equipment and installation covered by these specifications shall conform to codes of practice in force and highest standards of workmanship and materials. This work shall be done in accordance with the provisions of Maltese legislation and standards and shall also conform to requirements of the Product Safety Act No. V of 2001, LN 370 of 2002 - Lift Regulations. The Contractor shall follow all Statutory Requirements as well as best trade practices in the manufacture & installation of lifts. The Contractor shall arrange to obtain the statutory approval of the Inspectorate of Lifts as may be required for commissioning of the lifts and handover for operation after satisfactory tests.

2.3 DRAWINGS

Before commencing work, the Contractor shall prepare and submit all drawings for individual lifts in required nos. necessary to show the general arrangement and details of

lift installation, electrical etc. These drawings must be approved by the competent authorities before installation and shall become part of the contract.

The Contractor shall, within 3(three) weeks of receipt of a Letter of award of contract, submit 4(four) copies of all working drawings showing pit, hoistway and machine room layouts clearly indicating and specifying all connected structural, electrical and architectural works including imposed structural static / dynamic loads (including breaking load on guides, reaction of buffers on lift pits, reaction on support points in machine room, lift well etc.) and electrical ratings including calculations for selection of kW rating of motor. The Contractor will be responsible for any discrepancies, errors and omissions in the drawings or particulars submitted by him. On approval of these drawings (within 2 weeks of submission of full documentation), the Contractor shall submit 8(eight) copies of approved working drawings incorporating corrections / comments, if any, and shall be in a position to commence work immediately.

On completion of work, the contractor shall supply four sets of CD's and 8 (eight) copies of the detailed wiring diagram, 'As built' drawings and equipment operation & maintenance manuals and original certificates from 'Inspector of Lifts' for all the lifts. Further, a copy of such detailed diagram and a set of instructions for evacuation of passengers in case of breakdown of the lifts shall be framed and installed in the respective machine room by the Contractor.

The Contractor shall have the lift, following installation and completion of works, certified by an Engineer authorised by the Competent Authorities.

The Contractor shall carry out all the work strictly in accordance with drawings, details and instructions of the Competent Authorities.

2.4 LIFTS CONTRACTOR'S RESPONSIBILITIES : ANCILLARY WORKS

- i. All cabling , wiring and earthing from 3 - phase main DB in machine room to Lift Contractor's equipment.
- ii. All steel items i.e. machine beam/bases, pedestals/ bearing plate in the machine room, separators wherever required and buffer support channels, vertical iron ladder in lift and structural steel supports and brackets for the installation in etc., to suit the sizes of the hoistways.
- iii. Sill tracks including sill supports, supporting protection at all landings.
- iv. Screen guards, fascia plates and other protection for installation.
- v. To carry out minor civil work, such as chipping & making openings in slabs , grouting of foundation bolts in shaft, pit and machine room, modification and making rail bracket, hall buttons indicators and laying of sills in positions. Or any

- other work required for smooth operation/ commissioning of lifts. All chiselling and cutting of pockets and making good.
- vi. Ensuring safety against accidents including barricading all openings and caution signs.
 - vii. Scaffolding and other Tools & Tackles required for installation in the hoistway required for erection of lifts.
 - viii. All other items necessary for satisfactory execution & completion of works, whether specified or not.
 - ix. Power shall be provided at incoming of main DB for lifts. Main DB in the machine room shall be provided by the lift contractor. From main DB to lifts, cables shall be in the scope of lift contractor. However, lighting for machine room shall be done by others.
 - x. Trap doors, floor gratings, steps / ladders and openings in machine rooms and ladders for pits as required by the lifts Contractor. Contractor shall furnish the details of these items in the layout drawing for lifts to be submitted after award of the job.
 - xi. Temporary power supply connection(s) for erection work shall be arranged by the lift Contractor.
 - iv. The following items shall be tested:
 - a. Levelling accuracy at each landing in conditions of fully loaded and empty car.
 - b. No load current and voltage readings both on 'Up' and 'Down' Circuits.
 - c. Full load current and voltage readings both on 'Up' and 'Down' Circuits.
 - d. One and quarter load current and voltage readings both on 'Up and 'Down' Circuits.
 - e. Stalling current and voltage and time taken to operate overload.
 - f. Overload protection.
 - g. Gate sequence relays, if provided and installed.
 - h. Car and landing door interlocks.
 - i. Collective control and priority sequences, if installed.
 - j. Safety gear mechanism for car and counterweight with fully loaded car and also with only 68 kg load.
 - k. Speeds on Up and Down travel with full load, half load and empty car.
 - l. Door contacts.
 - m. Final terminal stopping device.
 - n. Normal terminal stopping device.
 - o. Car and counterweight buffers with contract load and contract speed.
 - p. Operation of controllers.
 - q. Manual operation of lift at mid-way travel.

- r. Emergency operation.
- s. Tests on completion shall also be performed to the satisfaction of Inspector of Lifts and a certificate will be obtained from the 'Lift Inspector' by the contractor.

All the above mentioned specifications should be provided in an itemized manner which shows the whole breakdown of expenses in the submitted expression of interest and including VAT. For more information do not hesitate to send an e-mail to Mr. Mauro Pace Parascandalo on mauro.pace-parascandalo@gov.mt or by phone on 21240041.

All interested bidders are invited to contact Mr. Mauro Pace Parascandalo on mauro.pace-parascandalo@gov.mt or by phone on 21240041 to arrange a viewing of the premises.

3. Conditions and instructions

Interested bidders are to follow the following conditions and instructions:

3.1 Conditions

The Malta Council for the Voluntary Sector reserves the right not to select any proposal or not to select the least expensive proposal. Furthermore, it reserves the right to accept proposals in whole or in part, to discuss or negotiate different or additional terms to those envisaged in this REQUEST FOR TENDER for the Provision and Installation of Passenger Lift, or to amend and modify any terms of this REQUEST FOR TENDER for the Provision and Installation of Passenger Lift.

Until a contract resulting from the REQUEST FOR TENDER for the Provision and Installation of Passenger Lift is executed, the bidder must not disclose any details pertaining to their proposal and the selection process in whole or in part, to anyone not specifically involved in their proposal, unless written consent is secured from the Malta Council for the Voluntary Sector, prior to such disclosure.

The bidder shall not issue a news release or other public announcements pertaining to details of their proposal or the selection process without the prior written approval of the Malta Council for the Voluntary Sector.

3.2 Instructions for submitting the REQUEST FOR TENDER for the Provision and Installation of Passenger Lift

Proposals shall be submitted in accordance with the format identified in **Section 12: Proposal Response Format**.

The REQUEST FOR TENDER for the Provision and Installation of Passenger Lift is classified as an MCVS Contract.

Any information or clarifications in connection with the REQUEST FOR TENDER for the Provision and Installation of Passenger Lift:

Malta Council for the Voluntary Sector
Volunteer Centre
181, Melita Street
Valletta, VLT 1129
Malta
During office hours from 8.00 a.m. and 4.00 p.m.
Tel: 21240041
e-mail: mcvs.msdc@gov.mt

Requests for additional information or clarifications are to be submitted in writing by not later than five (5) working days prior to the closing date of the REQUEST FOR TENDER for the Provision and Installation of Passenger Lift. Submissions are to be forwarded by mail, fax or e-mail and each request will be acknowledged. Answers in writing will be circulated to all persons or entities that have shown interest in the REQUEST FOR TENDER for the Provision and Installation of Passenger Lift not later than three (3) days prior to the date of receipt of REQUEST FOR TENDER for the Provision and Installation of Passenger Lift except in the case of postponing the date for receipt of REQUEST FOR TENDER or withdrawing the REQUEST FOR TENDER for the Provision and Installation of Passenger Lift.

Bidders are to submit one (1) copy of their REQUEST FOR TENDER for the Provision of Passenger Lift response clearly marked ‘**REQUEST FOR TENDER for the Provision and Installation of Passenger Lift**’, on the sealed envelope and documents are to be entitled ‘**REQUEST FOR TENDER for the Provision and Installation of Passenger Lift**’.

Together with the proposal, bidders must submit a schedule of all documents and materials forming part of the response including:

1. Catalogues referring to the items offered.

Proposals are to be deposited at the of Malta Council for the Voluntary Sector, Floor 1, Block C, Beltissebh, Floriana, FRN 1700 by 12.00 p.m. (noon) Friday the 9th January 2015. Late submissions will not be considered.

This expression of interest is being published and awarded subject to the recourse procedures as set forth in the Financial Administration and Audit Act (Cap 174), Legal Notice No. 177 – Public Contracts Regulations 2005 – published in the Government Gazette No. 17775 dated (Appendix VIII refers)

Any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the rules of the Malta Arbitration Centre as at present in force. Any references in the attached General Conditions to other arbitration procedures shall not apply.

Any objections shall be made with the Malta Council for the Voluntary Sector prior to the commencement of any of the services affected thereby.

3.3 Other requirements and conditions

- 3.3.1 The Bidder must adhere to the specifications given in this REQUEST FOR TENDER for the Provision and Installation of Passenger Lift;
- 3.3.2 The Bidder must also ensure that the set objectives are reached in a consistent and timely manner;
- 3.3.3 The Bidder shall perform the services under the contract with due care, efficiency and diligence, in accordance with the best professional practice;
- 3.3.4 The Bidder shall treat all documents and information received in connection with the contract as private and confidential, and shall not, save in so far as may be necessary for the purposes of the performance thereof, publish or disclose any particulars of the contract without the prior consent in writing of the Malta Council for the Voluntary Sector. The Bidder and its staff shall maintain professional secrecy, for the duration of the contract and after completion thereof. In this connection, except with the prior written consent of the Malta Council for the Voluntary Sector, neither the Bidder nor the personnel employed or engaged by it shall at any time communicate to any person or entity any confidential information disclosed to them or discovered by them;
- 3.3.5 For the period of execution of the contract, the Bidder and its personnel shall respect human rights and undertake not to offend the political, cultural and religious practices prevailing in the beneficiary country;
- 3.3.6 The Bidder shall take all necessary measures to prevent or end any situation that could compromise the impartial and objective performance of the Contract. Such conflict of interests could arise in particular as a result of economic interest, political or national affinity, family or emotional ties, or any other relevant connection or shared interest. Any conflict of interests which could arise during performance of the Contract must be notified in writing to the Malta Council for the Voluntary Sector without delay;
- 3.3.7 Bidders who have been found to have seriously failed to meet their contractual obligations shall also be subject to financial penalties representing 10% of the total value of the Contract;
- 3.3.8 Any amendment of the contract must be set out in writing in an addendum, to be concluded on the same terms as the original contract. If the request for an amendment comes from the Bidder, the latter must submit such a request to the Malta Council for the Voluntary Sector. Addenda are to be submitted to the Malta Council for the Voluntary Sector for approval and signing;
- 3.3.9 The Bidder shall furnish any person authorized by the Malta Council for the Voluntary Sector with such information relating to the services and the project as they may at any time request.

4. Evaluation process

4.1 The Evaluation Process will be carried out by an Adjudication Team appointed by the Malta Council for the Voluntary Sector.

4.2 The Bidder may be requested to conduct a presentation of their proposal to further sustain their response. The Adjudication Committee reserves the right to visit the facilities offered and verify that they satisfy the needs of the activity.

4.3 The Adjudication Committee will score the bids individually, based on the following criteria:

Evaluation Criteria	% Weighting
1. the quality and completeness of the proposal submitted and the level of understanding of the assignment	10
2. the completeness of the services provided in terms of the needs of the MCVS	20
4. the quality of the items offered	35
5. cost of the proposal	35
Total Weighting	100

4.4 Negotiations will commence with the preferred Bidder. If these negotiations are not successful, the Malta Council for the Voluntary Sector may decide to open negotiations with the other preferred Bidder. This process will be repeated as deemed necessary and/or appropriate. The Malta Council for the Voluntary Sector may also decide to negotiate with more than one Bidder concurrently.

4.5 The Malta Council for the Voluntary Sector has the right to negotiate changes, amendments or modifications to the proposal of the preferred Bidder, as submitted, without offering other Bidder the opportunity to amend their proposals.

4.6 The Malta Council for the Voluntary Sector reserves the right not to award the contract to any of the potential Bidder.

4.7 In the case of failure in the negotiation process with the selected bidder, the Malta Council for the Voluntary Sector reserves the right to initiate negotiations with the next favourable bidder.

5. Proposal response format

5.1 Schedule with reference to the Provision and Installation of Passenger Lift.

Name of Bidder: _____

	Item Description	Cost in €	Remarks
1	Passenger Lift		
2	Installation Works		
3	Ancillary Works (describe)		
	Total Cost		

* Amount quoted in EUROS (€) and inclusive of VAT.

**APPENDIX I
DETAILS OF BIDDER**

Name of Bidder	
Address	
E-mail Address	
Tel. Nos.	
Fax Nos.	
Web Site	
Mobile Phone No.	
VAT Registration No.	
Signature	Date
ID. Card No.	

APPENDIX II

GENERAL CONDITIONS OF CONTRACT

1. In these conditions and in any specifications or special conditions annexed hereto:
 - a) the word 'Council' shall mean the Malta Council for the Voluntary Sector;
 - b) the word 'Executive Secretary' shall mean the official person/s appointed by and on behalf of the Council to inspect/audit the work when the Council decides to have inspection;
 - d) the word 'Board' shall mean the 'Voluntary Organisations Fund Administrative Board';
 - e) the word 'Expression of interestee' shall mean any person or persons whose expression of interest for the work referred to shall be accepted by the Council;
 - f) the word 'work' shall also include articles of every description and materials of every kind in every stage of their preparation - to be supplied under the contract for the execution of the contract works;
 - g) the word 'Malta' shall have the meaning assigned to it by Section 126 of the Constitution;
 - h) the word 'variation' shall mean any increase or decrease in the quantity of works or any extra work required for the completion of the contract.
2. The Expression of interestee shall indemnify the Council against all claims at any time on account of patent rights or royalties, whether for manufacture or for use in Malta. In the event of any claims being made against the Council in respect of which the Expression of interestee is liable under this condition, the Expression of interestee shall be notified thereof and may at his own expense conduct any litigation that may arise therefrom or any negotiations for settlement.
3. The Council 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.
4. The Expression of interestee 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 Expression of interestee, before commencing such work, shall have claimed in writing that it should be paid for as an extra, and the Executive Secretary or the Council shall have certified in writing that the claim is reasonable and proper.

5. i) Subject to what is stated at clause 3 above, the Council shall make variations in the form, quality or quantity of the works or any part thereof that may in his opinion be necessary, and for that purpose or of for any other reason it shall in his opinion be desirable, shall have power to order the Expression of interestee to do, and the Expression of interestee shall do any of the following:

- a) increase or decrease the quantity of any work included in the contract;
- b) omit any such work;
- c) change the character or quality or kind of any such work;
- e) execute additional or extra work of any kind necessary for the completion of the works;

and no such variation shall in any way vitiate or invalidate the contract but the value (if any) of all such variations shall be taken into account in ascertaining the final amount of the contract sum.

Provided however that no such increase, decrease, alteration or omission made under this clause shall be such as to augment or diminish the entity of the contract by more than 20%.

ii) No such variation shall be made by the Expression of interestee without an order in writing of the Council. Provided that no order in writing shall be required for increase or decrease in the quantity of any work where such increase or decrease is not the result of an order given under this clause but is the result of quantities exceeding or being less than those stated in the agreement. Provided also that if for any reason the Council shall consider it desirable to give any such order verbally the Expression of interestee shall comply with such order and any confirmation in writing of such verbal order given by the Council whether before or after the carrying out of the works, shall be deemed to be an order in writing within the meaning of this clause. Provided further that if the Expression of interestee shall confirm in writing to the Council any verbal order, and such confirmation shall not be contradicted in writing by the Council, it shall be deemed to be an order in writing by the Council.

6. The Council shall determine the amount (if any) which should be added to or deducted from the sum named in the Expression of interest 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 Council and the Expression of interestee. In the event of disagreement, the Council shall fix such prices as shall in its opinion be fair and reasonable.

Provided that no such increase of the contract sum shall be made unless as soon as after the date of the order as is practicable, and in the case of extra or additional work before

the commencement of the work or as soon thereafter as is practicable, notice shall have been given in writing

- i) by the Expression of interestee to the Council of his intention to claim any extra payment, or
 - ii) by the Council to the Expression of interestee of Council's intention to fix a rate or price as the case may be.
7. In the event of additions being made, or for any other valid reason, the Council may, if it thinks it necessary, extend the time for delivery or completion for such period as it may consider reasonable and proper. The Expression of interestee shall be informed in writing of any such extension.
8. Should there be any discrepancy between the agreement and the specifications, or any inconsistency or omission in either of them, reference must be made to the Executive Secretary or the Council for an explanation and the Expression of interestee will be held responsible for any errors that may occur in the work through neglect of this precaution.
9. The Expression of interestee shall deliver the whole of the work, complete in all its parts and furnished with every necessary detail and fitting, notwithstanding any omission or inconsistency in the contract drawings and specification.
10. Before proceeding to execute any work, the Expression of interestee shall obtain the Executive Secretary's or the Council's approval of the manner in which the Expression of interestee proposes to execute each portion of the work, and shall furnish such information as the Executive Secretary or the Council shall require.
11. The Expression of interestee shall take all risks of accident or damage to the work, from whatever cause arising, and shall be responsible for the sufficiency of all means used by him for the fulfilment of the contract, and shall not be relieved from such responsibility by any approval which may have been given by the Executive Secretary or the Council.
12. The materials and fittings of every kind used are to be free from defects and, unless otherwise specified, are to be of the best description of their respective kinds. The workmanship is to be of first class character, and the degree of finish such as the Executive Secretary or the Council shall require.
13. The Executive Secretary or the Council may adopt any means he may think fit to satisfy himself that the deliverables are as requested throughout the contract, either personally or by deputy, to inspect without giving previous notice, the entire work or any part thereof at every stage of progress and wherever the work, or any part thereof, may be in progress, he shall also have power subject to clauses 3, 4 and 5,

above to amend or alter anything he may think fit and to reject any parts of the work of which he may disapprove.

14. Should the Expression of interestee anticipate at any time during the execution of the contract that he will be unable to deliver the work within the contract time, he must at once give notice accordingly, in writing, to the Council explaining the cause of delay.
15. The contract time for delivery shall be the period or periods named in the Letter of Acceptance of expression of interest and shall be reckoned from the date of receipt of the said letter or from the date of the order to start work whichever may be applicable.

Provided that any written order to start work shall be issued not later than six (6) weeks from the date of the Letter of Acceptance.

16. Any details, descriptions or other literature specified must be furnished by the Expression of interestee with the first consignment of the work to which they refer, and payment will not be made by the Council until such deliverables have been furnished to the satisfaction of the Executive Secretary or the Council.
17. It shall not be lawful for the Expression of interestee to transfer or assign the contract, directly or indirectly, or any part, share or interest in it or any amount due by the Council therefor, to any person or persons whomsoever, or to sublet the contract or any part of it, or to allow any portion of the work to be done otherwise than in his own establishment, without the written consent of the Council.
18. Payment will be made by the Council within a reasonable time after due completion of the works to the satisfaction of the same Council. Payment will be subject to any deductions to which the Expression of interestee may have become liable under this contract.
19. If the work is not completed and delivered within the time specified in the contract, the Expression of interestee shall be liable to a penalty as indicated in the conditions of contract. Provided that the Council may remit such penalty, wholly or in part, if it is satisfied that the delay could not have been avoided.
20. In the event of any difference of opinion arising between the Council and the Expression of interestee, the dispute shall be referred to a committee composed of the unofficial members of the Contracts Committee, whose decision shall be final and binding. Provided also that such members of this committee shall in no way, directly or indirectly, have any interest in the contract in question.
21. Should the Expression of interestee from any cause whatever, become unable or fail to carry on the contract with efficiency; or should he not progress with the work in the manner intended by the contract, or not have the work ready for delivery in

conformity with the terms of the contract; or should his preparations for commencement and his subsequent rate of progress be so slow, from any cause whatever, that, in the opinion of the Council he will be unable to complete and deliver the work by the expiration of the specified period; or should he refuse or neglect to comply with the directions given him by the Council or in any other respect act contrary to the terms of the contract, then the Council shall have the power to declare the contract at an end, and the Expression of interestee shall only be paid for such portion of the work as shall have been actually delivered at the date of such declaration, after deduction of any sum leviabale under the conditions of the contract. When the work is expression of interested for in a lump sum, the portion of the work that shall have been actually delivered at the date of such declaration will be valued by the Council which valuation after being approved by the Council, and subject to any deduction leviabale under the conditions of the contract, shall be final.

22. The Expression of interestee, shall, in addition, be liable to pay to the Council, or the Council shall be entitled to further deduct the value of any expense, loss or damage (including any difference between the contract price of the work to be done, under the contract, or of such portion thereof as may not have been delivered at the date of such declaration as aforesaid, and the price which the Council may have to pay for similar work provided in lieu of such portion as may not have been so delivered) which the Council may be put to or sustain by reason of, or in connection with the Expression of interestee's breach of contract.
23. Should the Expression of interestee abandon the work he may be liable to the provision of clause 22. The work may be considered to have been abandoned if the Expression of interestee fails to commence it within 10 working days from the date of the commencement stipulated on the contract without previously obtaining permission from the Council.
24. Besides the penalties for delay envisaged in these conditions and without prejudice to all his other liabilities arising out of the contract, the Expression of interestee shall also become liable to a penalty if the rate of progress of the work throughout the contract period is not satisfactory. The Expression of interestee shall be considered to be in default if he fails to carry out every month at least 70% of the estimated monthly average progress. For the purpose of assessing such average progress the value of the contract shall be divided by the number of months stipulated in the contract period. Within each month the Expression of interestee should complete works whose value is equivalent to the average progress obtained as above. Hence in the case of contracts having a completion period of 6 or more months, no penalty shall be imposed in respect of the first month from the date of allocation of the contract. Should the Expression of interestee's progress fail below the minimum percentage progress, he will become liable to a penalty equivalent to 2% of the value of the contract in respect of every month during which progress is below standard. If the Expression of interestee completes the whole contract within the stipulated period, the Council may consider the refund of any penalties the Expression of interestee may have incurred for slow monthly progress.

26. It shall be lawful for the Council to reject without the necessity of prior legal proceedings any consignment of work or part thereof, which in its opinion does not possess the qualities or does not conform to the standard required under the contract and to obtain it elsewhere, or have it replaced at any price, and on Expression of interestee's account, should the latter fail to replace the articles or the work rejected within the time allowed for the purpose by the Council.
27. Without prejudice to the Council's right to dissolve 'ipso jure' the contract in the case of infringement of any condition thereunder and apart from the deduction established for delay in delivery, any such infringement shall render the Expression of interestee, in each case, liable to a deduction by way of damages of 5 per cent of the value of the contract with regard to each particular infringement, but not necessarily with regard to all infringements, to claim actual damages incurred.
28. The Council is not bound to accept the lowest or any expression of interest.
29. The Council reserves the right of accepting any expression of interest wholly or in part, or of dividing the contract among two or more expression of interesters.
30. The award of the contract does not exonerate the expression of interestee from the obligation of obtaining any other permit and/or licence that may be required under any law, principal or subsidiary, in force in Malta from time to time.
31. This contract shall be, and be deemed to be a Maltese contract and shall be governed by and construed according to the laws for the time being in force in Malta. Notwithstanding any other disagreement or claims, the Maltese Courts shall have exclusive jurisdiction to hear and decide on the merits of the matter in dispute.