



**MCVS/1/2013**

**REQUEST FOR QUOTATION  
For the Provision of the Training**

**Funded by the Voluntary Organisations Fund**

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

**April, 2013**

Reference: MCVS/01/2011

**REQUEST FOR QUOTATION for the Provision of Training**

**Details to be collected from:**

Malta Council for the Voluntary Sector  
Floor 2, Block C, Beltissebh  
Floriana, FRN 1700  
During normal office hours.  
Tel: 21240041  
e-mail: [mcvs.meef@gov.mt](mailto:mcvs.meef@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](http://www.maltacvs.org)**

**Sealed quotations, clearly marked ‘REQUEST FOR QUOTATION for the Provision of Training’, are to be deposited at the MCVS Offices by Thursday the 9<sup>th</sup> of May 2013 before 12.00 p.m. (noon) at the address below:**

Malta Council for the Voluntary Sector  
Floor 1, Block C, Beltissebh  
Floriana, FRN 1700

Organisations or individuals intending to submit a proposal are to send their particulars on [mcvs.meef@gov.mt](mailto:mcvs.meef@gov.mt) in case any clarifications need to be communicated to all interested bidders.

Quotation

With reference to the advert ‘**REQUEST FOR QUOTATION for the Provision of Training**’, 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 I/We undertake that this expression of interest shall not be retraced or withdrawn for a period of **TWO** calendar month/s from the date of expiration of the period fixed for its delivery, inclusively, but shall remain binding and may be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 of Training.**

### **1. Introduction**

The Malta Council for the Voluntary Sector (MCVS) is responsible to organise activities under the VO Fund as established in the VO Act Chapter 492 of the 11<sup>th</sup> December 2007.

### **2. Services Required**

**Conditions and specifications for REQUEST FOR QUOTATION for the Provision of Training:**

The service is required for the following topics:

1. Governance - Finance and Legal
2. Sustainability & Fundraising techniques
3. Public Speaking, Communications and Campaigning
4. Managing Volunteers and staff (including recruitment, appraisal, training etc.)
5. Values, ethics and principles of operating a 'service'
6. Networking, sharing best practice and ideas

Specifications for bidding:

<b>Sessions duration</b>	-	3 hours each
<b>Session dates</b>	-	2 sessions in June, 2 sessions in September, 1 session in October and 1 session in November
<b>Session days</b>	-	Saturday Mornings - 9.00 a.m. – 12.00 p.m. (noon)
<b>Participants</b>	-	Maximum of 50 per session – Minimum 10 persons
<b>Venue</b>	-	May be provided by Trainer (to be quoted separately)
<b>Notes/Materials</b>	-	To be provided by Trainers

All the above mentioned services and facilities 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](mailto:mauro.pace-parascandalo@gov.mt) or by phone on 21240041.

### **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 QUOTATION for the Provision of Training, or to amend and modify any terms of this REQUEST FOR QUOTATION for the Provision of Training.

Until a contract resulting from the REQUEST FOR QUOTATION for the Provision of Training 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.

The selected bidder will not divulge to any third party any of the information obtained in the course of the assignment without the prior consent of the Malta Council for the Voluntary Sector. The bidder will moreover ensure that one's employees, and any other persons it may engage to assist it in the performance of its assignment, shall be similarly so bound. Information must be protected and used in accordance with the provisions of the Data Protection Act 2001 and relevant financial regulations and protocols.

#### **3.2 Instructions for submitting the REQUEST FOR QUOTATION for the Provision of Training**

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

The REQUEST FOR QUOTATION for the Provision of Training is classified as an MCVS Contract.

Any information or clarifications in connection with the REQUEST FOR QUOTATION for the Provision of Training:

Malta Council for the Voluntary Sector (MCVS),  
Floor 1, Block C, Beltissebh  
Floriana, FRN 1700  
During normal office hours.  
Tel: 25902891/21240041  
e-mail: [mcvs.meef@gov.mt](mailto:mcvs.meef@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 QUOTATION for the Provision of Training. 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 QUOTATION for the Provision of Training not later than three (3) days prior to the date of receipt of REQUEST FOR QUOTATION for the Provision of Training except in the case of postponing the date for receipt of REQUEST FOR QUOTATION or withdrawing the REQUEST FOR QUOTATION for the Provision of Training.

Bidders are to submit one (1) copy of their REQUEST FOR QUOTATION for the Provision of Training response clearly marked '**REQUEST FOR QUOTATION for the Provision of Training**', on the sealed envelope and documents are to be entitled '**REQUEST FOR QUOTATION for the Provision of Training**'.

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

- 1. a detailed CV of the particular trainers and**
- 2. a brief overview of each session.**

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) Thursday the 9<sup>th</sup> of May 2012. 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 3<sup>rd</sup> June 2005. (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.

If anything described in the specifications or other relevant documents, is in the opinion of the bidder, unsuitable, undesirable or inconsistent with the guarantee and responsibility under the contract, he shall draw the attention of the Director General (Contracts), Department of Contracts, Floriana, Malta, to such matters at the time of expression of interesting. This shall also relate to matters arising out of documents and instructions issued after time of expression of interesting. Any objections shall be then made 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 QUOTATION for the Provision of Training;
- 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 business operations and needs of the MCVS ( 6 sessions x 3 marks)	18
3. the track record of the bidder in handling similar services. Evaluation shall be carried out on the basis of the additional documentation presented. <i>(i.e. list of past courses/training, including dates and entities to whom service was provided)</i>	12
4. the quality qualification of the trainers; <i>(CV's to be included)</i>	30
5. cost of the proposal	30
<b>Total Weighting</b>	<b>100</b>

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 of Training.

**Name of Bidder:** \_\_\_\_\_

Session description	Trainer's Cost for 3 Hours (€)
1. Governance - Finance and Legal	
2. Sustainability & Fundraising techniques	
3. Public Speaking, Communications and Campaigning	
4. Managing Volunteers and staff (including recruitment, appraisal, training etc.)	
5. Values, ethics and principles of operating a 'service'	
6. Networking, sharing best practice and ideas	

\* Amount quoted in EUROS(€) and inclusive of VAT and should cover also the cost of handouts and/or other training material.

**5.2 Schedule with reference to the provision of Training Venue.**

**Location and Address of Venue:** \_\_\_\_\_  
 \_\_\_\_\_

<b>Item description</b>	<b>Cost per Session (€)</b>	<b>Cost per Person (€)</b>
1. Cost of Venue (including screen and data projector)		<b>N/A</b>
2. Coffee Break (including coffee/tea/water/orange juice and biscuits/cakes)	<b>N/A</b>	

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

**Note that the quote for venue will be considered separately from the quote for training and will not have a bearing on the adjudication of the quote for training.**

## APPENDIX I: DETAILS OF BIDDER

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

## APPENDIX II

### GENERAL CONDITIONS GOVERNING THE EMPLOYMENT OF LABOUR IN CONNECTION WITH GOVERNMENT CONTRACTS

1. The following conditions shall apply to all contracts entered into by the Maltese Government, the execution of which involves the employment of workers by the other party to the contract and expenditure of public funds of an amount exceeding €1164.69 (Lm500) being contracts for:
  - a) the construction, alteration, repair or demolition of public works;
  - b) the manufacture, assembly, handling or shipment of material, supplies or equipment; or
  - c) the performance or supply of services.
2. The wages, hours of work and other conditions of labour of workers employed by a expression of interestee shall be not less favourable than those established for work of the same character:
  - a) by national laws and regulations as modified by collective agreement or other recognised machinery of negotiation between employers and workers representatives respectively of substantial proportions of employers and workers in the trade or industry concerned or by voluntary settlement or arbitration award under the Industrial Relations Act affecting such employers and workers; or
  - b) failing such modifications described in (a) by the laws and regulations as modified by the general level observed by the employers in the trade or industry in which the expression of interestee is engaged; or
  - c) failing the applicability of (a) and (b), then by collective agreements, voluntary settlement or arbitration award, or by the general level in the trade or industry.
3. On the expression of interesting for the Government contracts, the expression of interestee shall certify that to the best of his knowledge and belief the wages, hours, of work and conditions of labour of workers employed by him in the trade or industry in which he is offering himself as a expression of interestee are fair and reasonable having regard to the provisions of condition 2 above.
4. Any difference or dispute arising as to what wages ought to be paid, or what hours or other working conditions ought to be observed in accordance with the requirements of condition 2 shall, if not otherwise disposed of, be referred to the Industrial Tribunal for settlement by it.

5. The Expression of interestee shall keep proper wages books and time sheets showing the wages paid to and the time worked by the workers in and about the execution of the contract, and he shall be bound, whenever required, to produce such wages books and time sheets for the inspection of any person authorised by the Head of Department concerned or by the Head of the Department of Labour and Emigration.
6. The Expression of interestee shall also, when required to do so furnish to the Department concerned or to the Department of Labour and Emigration such further detailed information and evidence as the Head of the Department may deem necessary in order to be satisfied that these conditions have been complied with.
7. (1) A expression of interestee shall not be entitled to payments of any money which would otherwise be payable under the terms of the contract in respect of the work and labour performed in the execution of the contract unless and until he shall have filed a statement, certified by him to be correct, showing:
  - a) the rates of wages and hours of labour of the various classes of workmen employed in the execution of the contract;
  - b) whether any wages in respect of the said work and labour remain in arrears; and
  - c) that all the labour conditions of the contract have been complied with.(2) Where the works carried out by the Expression of interestee extend over a period of six months or more, the expression of interestee shall file such a statement every six months, even where he shall be entitled to payment only when the works have been completed.
8. If any worker employed in the execution of the contract files a claim in the Department of Labour and Emigration that any payment in respect of wages due to him has not been made, the Director of Labour and Emigration may if the claim is proved to his satisfaction and if the expression of interestee fails to pay, arrange for the payment of such claim out of the monies at any time payable to the expression of interestee under the said contract and the amount so paid shall be deemed a payment under the contract.
9. Any expression of interestee who contravenes these conditions shall not be allowed to expression of interest for Government contracts for such period as the Government may determine.
10. Expression of interestees shall recognise the freedom of their workers to be members of registered trade unions.
11. 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

Government, therefor, to any person or persons whomsoever, without the written consent of the Government.

12. The expression of interestee shall be held responsible for compliance with these conditions by sub-expression of interestees, or by assignees of contracts on whose behalf application is made by the expression of interestee in terms of the preceding paragraph of these conditions. The limit of €1164.69 (Lm500) shall not apply to sub-expression of interestees and assignees of contracts.
13. These conditions shall not apply to employees of expression of interestees occupying positions of management, or of a technical, professional or scientific character who do not ordinarily perform manual work.

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**APPENDIX III**  
**GENERAL CONDITIONS OF CONTRACT FOR**  
**THE EXECUTION OF WORKS IN MALTA G.S. 126**

1. In these conditions and in any specifications or special conditions annexed hereto:
  - a) the word 'Government' shall mean the Government of Malta;
  - b) the word 'Inspector' shall mean the engineer or other person or persons appointed by Government to inspect the work when the Government decides to have inspection;
  - c) the words 'Head of Department' shall mean the Head of Government Department in Malta - by whom or on whose behalf the expression of interest is being issued - and shall include any officer in that Department duly authorised by him;
  - d) the word 'Accountant General' shall mean the 'Accountant General and Director of Contracts' in Malta;
  - 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 Government;
  - 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 Government 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 Government 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 Government 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 Inspector or the Head of Department shall have certified in writing that the claim is reasonable and proper.
5. i) Subject to what is stated at para 3 above, the Head of Department 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;
  - d) change the levels, lines, position and dimensions 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 Head of Department. 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 Bill of Quantities. Provided also that if for any reason the Head of Department 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 Head of Department 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 Head of Department any verbal order, and such confirmation shall not be contradicted in writing by the Head of Department, it shall be deemed to be an order in writing by the Head of Department.
6. The Government 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 Government and the Expression of interestee. In the event of disagreement, the Government 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 Head of Department of his intention to claim any extra payment, or
  - ii) by the Head of Department to the Expression of interestee of Government'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 Government 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 contract drawings and the specifications, or any inconsistency or omission in either of them, reference must be made to the Inspector or the Head of Department 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 Inspector's or the Head of Department's approval of the manner in which the Expression of interestee proposes to execute each portion of the work, and shall furnish such drawings or information as the Inspector or the Head of Department 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 Inspector or the Head of Department.

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 Inspector or the Head of Department shall require.
13. The Inspector or the Head of Department may adopt any means he may think fit to satisfy himself that the materials specified are actually used, and he shall have power 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 Head of Department 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 drawings, tracings, 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 Accountant General until such drawings, tracings, descriptions or other literature have been furnished to the satisfaction of the Inspector or the Head of Department.
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 Government 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 Government.
18. When any materials to be supplied by the Expression of interestee for the execution of the contract work require to be weighed, the weighing shall be done by a public weigher attached to the Customs Department at the expression of interestee's expense and at such place or places as shall be fixed by the Head of Department.
19. Should there be any discrepancy between the General Conditions and any special conditions or specifications of any contract, the special conditions or specifications shall be followed in preference to the General Conditions.

20. Payment will be made by the Treasury in accordance with the terms of the Bond (Bank Guarantee) referred to at Clause 32, within a reasonable time after due completion of the works to the satisfaction of the Head of Department. Payment will be subject to any deductions to which the Expression of interestee may have become liable under this contract.
21. 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 Government may remit such penalty, wholly or in part, if it is satisfied that the delay could not have been avoided. Delays in the supply of materials to the Expression of interestee will not be admitted as a ground for remission or deduction of penalty, except in so far as they may have arisen from strikes or other causes which could not be foreseen or overcome by the manufacturers, suppliers or vendors of such materials.

Provided that in the latter event and unless the Expression of interestee within six (6) weeks from the date of delivery of the materials to site, resumes supplies of such materials as provided for in these conditions. Government without prejudice to its rights under Clause 21, 23 and 24 hereof, shall be entitled to hold the Expression of interestee responsible for damages incurred by Government as a result of the delays referred to in these conditions.

22. In the event of any difference of opinion arising between the Head of Department 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.
23. a) 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 Head of Department 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 Head of Department or in any other respect act contrary to the terms of the contract, then the Government 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 leviable 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 Head of Department which valuation after being approved by the Government, and subject to any deduction leviable under the conditions of the contract, shall be final.

- b) The Expression of interestee, shall, in addition, be liable to pay to the Government, or the Government 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 Government may have to pay for similar work provided in lieu of such portion as may not have been so delivered) which the Government may be put to or sustain by reason of, or in connection with the Expression of interestee's breach of contract.
24. Should the Expression of interestee abandon the work he will forfeit the Bond (Bank Guarantee). If there is a hypothec as stipulated in clause 33 in the name of the Expression of interestee the amount of the hypothec shall however be reduced to one-fourth of the total value of contract. The work may be considered to have been abandoned if the Expression of interestee fails to commence it within 3 working days from the date of the acceptance of expression of interest or from the order to start work or if he stops work for 3 consecutive working days without previously obtaining permission from the Head of Department.
25. 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 Government may consider the refund of any penalties the Expression of interestee may have incurred for slow monthly progress.
26. The Expression of interestee shall surround any excavations which may be made in any public thoroughfare in connection with this contract, with such protection and shall light the same at night in such a manner and with such lamps, as the Head of Department shall direct. The Expression of interestee shall further fulfil all the obligations imposed by Art. 19 of the Police Laws.
27. It shall be lawful for the Head of Department to reject without the necessity of prior legal proceedings any consignment of work or part thereof, which in his 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 Head of Department.

28. Without prejudice to the Government'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 or the sum of Lm10, whichever is the greater unless the Government elects, with regard to each particular infringement, but not necessarily with regard to all infringements, to claim actual damages incurred.
29. The Government is not bound to accept the lowest or any expression of interest.
30. The Government 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.
31. 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.
32. The Expression of interestee shall within seven days in the case of a local expression of interestee, (15 days in the case of an overseas expression of interestee) - such periods to commence from the date of the Letter of Acceptance - furnish the Bond (Bank Guarantee) by a local Bank referred to in the form of expression of interest amounting to 10% or 15% according to the value of the contract.
33. Where contracts for construction works only are involved, the Expression of interestee shall, in addition to the Bond (Bank Guarantee) referred to at clause 32, be required to hypothecate all his property in general for not less than one half (50%) of the value of the contract, subject to the Government being satisfied that the Expression of interestee enjoys a legal title over property of a corresponding amount.
34. Notwithstanding anything contained herein or in the notice for expression of interest or in the form of expression of interest, if a expression of interester happens to be a statutory body having a distinct legal personality and if a contract is awarded to such body, a Bank Guarantee will not be required and the provisions of all clauses relating to the submission of a Bank Guarantee shall not apply but the said body shall bind itself to indemnify the Government against any failure on the part of such body to comply with any of the conditions of the expression of interest.
35. 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.

## APPENDIX IV

### SECTION 20 OF LEGAL NOTICE 177 OF 2005

20. (1) Where the estimated value of the public contract exceeds €11646.87 (Lm5,000) but not €46587.47 (Lm20,000) and is issued by a Local Council or by an authority listed in Schedule 2, any interested economic operator shall have a right to make a complaint to the General Contracts Committee in accordance with the procedure laid down in these regulations.

(2) The contracting authority shall be obliged to issue a notice and affix an advertisement, in a prominent place at its premises, indicating the awarded public contract, the financial aspect of the award and the name of the successful expression of interest.

(3) Any interested economic operator who may be aggrieved by the award shall, within Two working days from the publication of the notice, file a letter of objection, together with a deposit of €232.94 (Lm100), with the contracting authority, clearly setting forth any reason for his complaint. The letter by the complaining expression of interest shall be affixed on the notice board of the contracting authority and shall be brought to the attention of the recommended expression of interest. The contracting authority shall be precluded from concluding the contract during the period allowed for the submission of appeals. The award process shall be completely suspended if an appeal is eventually submitted.

(4) After the expiry of the period allowed for the submission of a complaint, the contracting authority shall deliver the letter of complaint, the deposit receipt and all documents relating to the public contract in question to the Director of Contracts.

(5) The Director of Contracts shall refer the case to the General Contracts Committee which shall examine the matter in a fair and equitable manner and determine the complaint by upholding or rejecting it. The written decision of the General Contracts Committee shall be affixed on the notice board of the contracting authority and copies thereof shall be forwarded to all the parties involved.

(6) In its deliberation the Committee shall have the authority to obtain in any manner it deems appropriate, any other information not already provided by the contracting authority. The General Contracts Committee's decision shall be final and binding on the contracting authority and the interested economic operator who shall not be afforded any further recourse.

(7) Expression of interest documents issued in terms of this Part shall include a clause informing expression of interesters that the award of the contract is subject to the right of recourse as provided for in this regulation, a copy of which should be reproduced in the documents.

(8) The Minister shall have the authority to order by legal notice, that recourse as provided in this regulation be made available also by authorities listed in Schedule 3 and to prescribe the procedure by which such recourse is to be granted.