



EXPRESSION OF INTEREST

For the provision of
Research and Reporting Services
VERA project

**Funded by the
Malta Council for the Voluntary Sector**

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

Tel: +(356) 2248 1134/5
Email: mcvs.mivc@gov.mt
Web: www.maltacvs.org.mt

EXPRESSION OF INTEREST

For the provision of Research and Reporting Services- VERA project

Responsible entity:

Malta Council for the Voluntary Sector

Tel: +(356) 22481134/ 5

Email: m cvs.mivc@gov.mt

Interested Organisations or individuals are to submit their proposal on m cvs.mivc@gov.mt, clearly indicating in the subject of the email: EOI for the provision of Research and Reporting Services- VERA project.

All expressions of interest for the provision of Research and Reporting Services- VERA project, must be submitted by not later than **28th July 2023 by noon**. Late submissions will not be considered.

EXPRESSION OF INTEREST

1. With reference to the advert 'EXPRESSION OF INTEREST for the provision of Research and Reporting Services- VERA project', and in terms of the conditions therein mentioned and those thereto 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 specifications 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 I/We undertake that this expression of interest shall not be retraced or withdrawn for a period of **TWO** calendar month/s from the date of expiration of the period fixed for its delivery, inclusively, but shall remain binding and may be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 Council 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 EOI

The Malta Council for the Voluntary Sector is seeking the services **for the provision of Research and Reporting Services- VERA project.**

1. Introduction

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

MCVS is currently taking part in the VERA project organised by the Centre for European Volunteering (CEV). MCVS is required to conduct research and report findings in relation to the diverse volunteer profiles in Malta. The chosen individual / organisation will be responsible for the provision of research and reporting services in line with the deliverables established within the VERA Project.

2. Services Required

Conditions and specifications for EXPRESSION OF INTEREST for the provision of Research and Reporting Services - VERA project:

The Malta Council for the Voluntary intends for the service provider to conduct research to uncover and discover the realities of discrimination and injustices within the Maltese Voluntary Sector through extensive research to collect data regarding diversity or the lack thereof within the sector.

MCVS requires the following services ;

- 1) To gather data to establish and quantify the diverse profiles of volunteers which are involved in the Maltese Voluntary Sector.
Such volunteer profiles are to be defined by but not limited to sex, gender, race, disability, financial standing, religion, etc.
- 2) To gather data to establish and quantify which sectoral areas within the Maltese voluntary sector are discriminatory towards particular diverse volunteer groups.
Such voluntary areas include; Animal Welfare, Youth, Sport, Social, Environment, Humanitarian, Health, Education, Disability, Culture and Arts.
- 3) To gather data to establish which factors hinder inclusivity within the Maltese voluntary sector.
 - To establish which policies and frameworks inhibit inclusion and the collaboration of diverse bodies (governmental, private sector and NGOs) to engage in partnerships that embrace good practices, transfer knowledge and harness European values with regards solidarity and volunteering.
 - To establish which limitations and circumstances discourage or limit entities from providing inclusive volunteering based on gender, age, sexuality, disability, and

other discriminating factors including intersecting discriminating factors.

- To establish which factors and circumstances constrain entities and NGOs from embracing fully European Values of inclusion and diversity as seen through other European solidarity projects within the voluntary sector.
 - To establish which limiting infrastructural systems hinder the promotion of well-being of its citizens through social exclusion and discrimination within the Maltese voluntary sector.
- 4) To gather data to establish reliable and well-defined information with findings of all the different categories and profiles of volunteers, and all the discriminatory circumstances which diverse groups of volunteers have faced in the Maltese voluntary sector.
 - 5) To Submit continuous monthly reporting and Final Report of findings inclusive of signatures, photos of events and activities held (if applicable) and concrete evidence that minimum 250 people have been reached through this grant.

Scope

1. MCVS intends to engage the chosen service provider to collect data from voluntary organisations to conclude what type of volunteers are currently being involved in civil society works and community projects. The service provider is to collect quantitative data describing the most common volunteer profiles and the least common. The volunteer profiles will include different categories which include factors such as age, sex, gender, religion, and other individual identifiers which may hold bases of discrimination or lack of inclusivity within the Maltese voluntary Sector.

2. MCVS intends to engage the chosen service provider to conduct research involving volunteers, voluntary organisations, governing bodies and other individuals or bodies which are involved directly or indirectly with volunteering in Malta to conclude which individual criteria result in part or full exclusion from civil society projects and volunteering.

3. MCVS intends to engage the chosen service provider to produce a report including quantitative and qualitative data including statistics and information in relation to discriminating factors and diversity within the Maltese voluntary sector.

MCVS is proposing extensive research to explore the point of view of diverse bodies and outline the current statistics representing the extent of inclusivity within the Maltese voluntary sector. MCVS is proposing transparent and extensive collection of data which can lead to impactful development within the Maltese Voluntary Sector.

Impact

The impact of the research is envisioned and estimated as follows:

This collection of data will be the first of its kind, setting the first recorded statistics and findings to date with regards inclusion in relation to volunteering in the Maltese Islands.

Unfortunately, research regarding the Maltese voluntary sector is very limited. Moreover, research and statistics pertaining to the topic of inclusion within the Maltese voluntary sector is found in passing; usually within Maltese papers connected to one specific group experiencing discrimination or lack of inclusivity. For this reason, the proposed research will be able to supply holistic data in relation to the topic, providing a reference point for year 2023. In turn, this research will be providing reference for comparison and analysis with regards the expansion of inclusivity and diversity within the Maltese voluntary sector for the future years.

This research will provide a complete outline of all discriminating factors within the voluntary sector.

Given that research regarding inclusion within the voluntary sector is limited, MCVS will be able to determine, with quantitative data, the extent of the discriminating factors within the Maltese Voluntary Sector, through this extensive exercise. Via the proposed research, MCVS will be able to provide concrete statistics on a national level, describing the categories of individuals involved in the voluntary sector. Moreover, the research will show transparently which individuals have been excluded or discriminated against within the voluntary sector. This provision of data will impact Malta at large, where different sectors, bodies and individuals will have available information on the discriminating factors pertaining to the voluntary sector.

From the analysis of the indicated research services required, MCVS will be able to challenge the gaps in infrastructure, policies and programmes which do not provide adequate opportunities to diverse groups of people. MCVS will be able to explore further which aspect/s of the voluntary sector is limiting groups of individuals from being involved in the sector, outlining systems, frameworks or logistical and practical aspects which are failing groups of individuals. The impact of this research is both sustainable in nature, and a point of expansion to further align the voluntary sector with inclusion-oriented values and action-based solutions.

3. Deliverables

The chosen service providers agree to provide the following deliverables by the established timeframes indicated below.

9th August 2023 - Proposal of Activities

The chosen service provider is to submit a proposal of activities establishing how the above data will be collected and which third party establishments and individuals will be interviewed or surveyed for the provision of the required data.

MCVS will provide feedback and guide service provider accordingly

9th August 2023 – 20th November 2023 - Eligibility period for activities.

Activities including – *research, interviews, surveys etc.* and monthly reporting will be arranged on a continuous basis with a final Report due at the latest two weeks after the end of the activities by 4th December 2023.

5 December– 30th January 2024 – Evaluation and Feedback
Service providers are to remain available for this period in order to provide clarification, additional reports and justifications which may be essential for the successful deliverables of this project.

4. Conditions and instructions

Interested bidders are to follow the below 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 **EXPRESSION OF INTEREST for the provision of Research and Reporting Services- VERA project**, or to amend and modify any terms of this **EXPRESSION OF INTEREST**.

Until a contract resulting from the **EXPRESSION OF INTEREST** 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 EXPRESSION OF INTEREST for the provision of Research and Reporting Services- VERA project.

Proposals shall be submitted in accordance with the format identified in **Section 5: Proposal Response Format**.

The **EXPRESSION OF INTEREST for the provision of Research and Reporting Services- VERA project** is classified as an MCVS Contract.

Any information or clarifications in connection with the **EXPRESSION OF INTEREST for the provision of Research and Reporting Services- VERA project**:

Malta Council for the Voluntary Sector
Tel: +(356) 22481134/ 5
Email: mcvs.mivc@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 **EXPRESSION OF INTEREST for the provision of Research and Reporting Services- VERA project**. Submissions are to be forwarded by e-mail and each request will be acknowledged.

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

- 1. CV of researchers including experience.**

Proposals are to be sent in by 28th July 2023 by noon on m cvs.mivc@gov.mt. 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 dated 30th June 2023.

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 **Instructions for submitting the EXPRESSION OF INTEREST for the provision of Research and Reporting Services- VERA project**;
- 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 CV of the Bidder	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 of Research Services.

Name of Bidder: _____

	Item Description	Cost in €	Remarks
1	Research Work +		
2	Monthly Reporting		
3	Final Report		
	Total Cost		

*** Amount quoted in EUROS (€) and INCLUDING VAT.**

**APPENDIX I
DETAILS OF BIDDER**

Name of Bidder	
Address	
E-mail Address	
Tel. 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' or the abbreviation 'MCVS' 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 and is also in reference to such case as a Expression of Interest;
 - 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. (this section applies only to Work Contracts)
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. (This section applies only to Work Contracts)
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. (This section applies only to Work Contracts)
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. (This section applies only to Work Contracts)
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. (This section applies only to Work Contracts)
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.

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 therefore, 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 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 Council which valuation after being approved by the Council, and subject to any deduction leviable 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. This clause shall not apply for contracts whose agreed time frame is of less than two months.
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 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.