Contract Form

Fondazzjoni ghall-Patrimonju Kulturali ta' l-Arcidjocesi ta' Malta

Title of Contract:
Contract for the conservation - restoration of seven paintings located withing the oratory of the Immaculate Conception at the Church of the Jesuits in Valletta

Reference number: **PA5.0103/35**

Operational Programme I – European Structural and Investment Funds 2014-2020 –
"Fostering a competitive and sustainable economy to meet our challenges"
Project part-financed by the European Regional Development Fund
Co-financing rate: 80% European Union; 20% National Funds

This contract is concluded between:

Fondazzjoni ghall-Patrimonju Kulturali ta' l-Arcidjocesi ta' Malta
Archbishop's Curia
St. Calcedonius Square
Floriana FRN 1535
Malta
Tel: (356) 21245350
e-mail: fond.pkam@gmail.com

on the one part, and

<<NAME OF CONTRACTOR>>
<<*ADDRESS OF CONTRACTOR*>>
Tel:
Fax:
e-mail:
(herein after called "The Contractor")

on the other part,

1. In this contract words and expressions shall have the meanings assigned to them in the contractual conditions set out below.

2. The subject of this contract is the conservation - restoration of seven paintings located within the Oratory of the Immaculate Conception at the Church of the Jesuits in Valletta

3. The following documents shall be deemed to form and be read and construed as part of this contract, in the following order of precedence:

   (a) this Contract Agreement,
   (b) the Special Conditions,
   (c) the General Conditions,
   (d) the Technical Specifications and Design Documentation (*including any clarifications made during tendering period)*,
   (e) the Technical Offer *(including any clarifications made during evaluation)*,
   (f) the Financial Offer *(after arithmetical corrections/breakdown)*,
   (g) the Tenderer's Declarations in Tender Response Format,
   (h) Other Documents *(related to the subject of the contract)*.

   Clarifications and Addenda shall have the order of precedence of the document according to the article they are modifying.

4. In consideration of the payments to be made by the NON GOVERNMENTAL ORGANISATION to the Contractor as hereinafter mentioned, the Contractor undertakes to execute and complete the contract in full compliance with the provisions of the contract.

5. The NON GOVERNMENTAL ORGANISATION hereby agrees to pay the Contractor in consideration of the execution of the contract and remedying of any defects therein the *amount* of:

   €..... (*AMOUNT IN WORDS*) including Taxes, Other Duties & Discounts <u>but</u> excluding VAT

   (*AMOUNT IN WORDS*) including Taxes, Other Duties & Discounts <u>but</u> excluding VAT

   or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract. VAT shall be paid in compliance with National Law (in particular the VAT Act 1998, the Act No X of 2003, Act XV of 2016 and relevant Legal Notices).

6. The Contractor hereby agrees to submit to the Contracting Authority a performance guarantee amounting to €..... (*AMOUNT IN WORDS*) equivalent to 4%. If the same Contractor has more than one contract with the Contracting Authority, then the Contractor will be allowed to submit a single bid bond in accordance with the schedule stipulated in the Tender Form (as stipulated in the Special Conditions).

7. In witness whereof the parties hereto have signed the contract. This contract shall take effect on the date on which it is signed by the last party (whichever date comes the earliest).

   The provisions of this contract are without prejudice to the obligations of the NON GOVERNMENTAL ORGANISATION in terms of the Freedom of Information Act (Cap. 496 of the Laws of Malta). The NON GOVERNMENTAL ORGANISATION, prior to disclosure of any information to a third party in relation any provision of this contract, which has not yet been made public, shall consult the contractor in accordance with the provisions of the said Act, pertinent subsidiary legislation and the Code of Practice issued pursuant to the Act. Such consultation shall in no way prejudice the obligations of the NON GOVERNMENTAL ORGANISATION in terms of the Act.

Done in English in two originals: Fondazzjoni ghall-Patrimonju Kulturali ta' l-Arcidiocesi ta' Malta and one for the Contractor.

Contractor :

……..…..……

Signed by:

……..…..……

In the capacity of:

……..…..……

Being fully authorized by and acting on behalf of

……..…..…….

Date: ……

NGO: Fondazzjoni ghall-Patrimonju Kulturali ta' l-Arcidjocesi ta' Malta

……..…..……

Signed by:

……..…..……

In the capacity of:

……..…..…..

Being fully authorized by and acting on behalf of

Fondazzjoni ghall-Patrimonju Kulturali ta' l-Arcidjocesi ta' Malta

Date: ……