
Contract Form (draft)

*Fondazzjoni għall-Patrimonju
Kulturali ta' l-Arcidjocesi ta' Malta*

Title of contract:

Tender for the structural works on St Mary's Chapel, in Zejtun

Reference number: **PA.5.0103/32**

This contract is concluded between (amend as applicable):

Fondazzjoni għall-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
(herein after called as The NON GOVERNMENTAL ORGANIZATION)

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 structural works on St Mary's Chapel, in Zejtun.
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/Terms of Reference 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/price rate>> of:

€ (AMOUNT IN WORDS) including Taxes, Other Duties & Discounts but 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 NON GOVERNMENTAL ORGANIZATION a performance guarantee amounting to € (AMOUNT IN WORDS) equivalent to 4% / 10% (as stipulated in the Special Conditions).

Economic operators have the possibility to provide the NON-GOVERNMENTAL ORGANISATION with a Single Bond covering the performance guarantees for all the contracts with the same NON-GOVERNMENTAL ORGANIZATION. If this is an additional contract, which results in his current Cumulative Contracts Value to go beyond the Contract Value range currently covered by the Single Bond, the contractor is to be requested to: either submit a separate Performance Guarantee for the additional contract; or else submit a new Single Bond to cover the new total contracts value or submit an amendment to the original Single Bond specifying the new amount. If the Economic Operator chooses to make use of the Single Bond, he must submit a letter from the respective NON-GOVERNMENTAL ORGANISATION specifying that the amount of the Single Bond covers the new Contract, otherwise the Contract Agreement would not be signed.

Done in English in two originals: one for the NON-GOVERNMENTAL ORGANISATION and one for the Contractor.

Contractor :

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

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Signed by:

Signed by:

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In the capacity of:

In the capacity of:

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Being fully authorized by and acting on behalf of

Being fully authorized by and acting on behalf of

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

Date:

Date: