



## CONTRACT AGREEMENT

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### ***WPD.1 – Call for Tenders***

Tender for the Supply of Light Fittings for the 'Caravaggio Centre'

*at the*

***St John's Co-Cathedral Museum***  
**Contract Ref No: STJCF005/18**



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 and Development Fund  
Co-financing rate: 80% European Union;  
20% The St John's Co-Cathedral Foundation  
Funds



This contract is concluded between

**The St John's Co-Cathedral Foundation**

St John's Co-Cathedral  
St John Street  
Valletta  
Malta  
Tel: 22 480 400  
e-mail: info@stjohnscocathedral.com  
(herein after called "The NGO")

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 Supply of a Light Fittings for the 'Caravaggio Centre' at the St John's Co-Cathedral Museum.
3. The place of acceptance of the services shall be St John's Co-Cathedral's Administrative Wing, the time-limits for delivery shall be **as per Article 18 of the Special Conditions of this Tender**, and the INCOTERM2010 applicable shall be **Delivery Duty Paid (DDP)**.
4. 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, the Special Conditions;
  - (b) the General Conditions;
  - (c) the Technical Specifications/Terms of Reference and Design Documentation (*including any clarifications made during tendering period*);
  - (d) the Technical Offer (*including any clarifications made during evaluation*);
  - (e) the Financial Offer (*after arithmetical corrections/breakdown*);
  - (f) the Tenderer's Declarations in Tender Response Format; and
  - (g) other Documents,

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

5. In consideration of the payments to be made by the Contracting Authority to the Contractor as hereinafter mentioned, the Contractor undertakes to execute and complete the contract in full compliance with the provisions of the contract.
6. The Contracting Authority 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).

7. The Contractor hereby agrees to submit to the Contracting Authority a performance guarantee amounting to €..... (*AMOUNT IN WORDS*) equivalent to 4% (as stipulated in the Special Conditions).
  
8. 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 or the date of the Letter of Intent (whichever date comes the earliest).

The provisions of this contract are without prejudice to the obligations of the Central Government Authority/Contracting Authority in terms of the Freedom of Information Act (Cap. 496 of the Laws of Malta). The Central Government Authority/Contracting Authority, prior to disclosure of any information to a third party in relation to 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 Department of Contracts in terms of the Act.

Done in English in two originals: one for the NGO and one for the Contractor.

**Contractor:**

**NGO**

.....

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Signed by:

Signed by:

.....

.....

In the capacity of:

In the capacity of:

.....

.....

Being fully authorised by and acting on behalf of

Being fully authorised by and acting on behalf of

.....

**St John’s Co-Cathedral Foundation, Valletta,  
Malta.**

Date: .....

Date: .....