Version 4.2

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**Contract Agreement**

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| --- | --- | --- |
| ***TITLE*** | | |
| **Contract Ref No:** |  |

*Include here any applicable logos as required*

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|  |

This contract is concluded between *(amend as applicable)*:

***<<NAME OF DEPARTMENT>>***

*<<ADDRESS OF DEPARTMENT>>*

Tel:

Fax:

e-mail:

(herein after called “The Contracting Authority”)

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 <<*NAME OF CONTRACT*>>

3. The place of acceptance of the services shall be \_\_\_\_\_\_\_\_\_\_\_\_\_\_, the time-limits for delivery shall be **as per Article 18 of the Special Conditions of this Tender,** and the INCOTERM 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:

1. this Contract Agreement, the Special Conditions;
2. the General Conditions;
3. the Technical Specifications/Terms of Reference and Design Documentation (*including any clarifications made during tendering period)*;
4. the Technical Offer *(including any clarifications made during evaluation)*;
5. the Financial Offer *(after arithmetical corrections/breakdown)*;
6. the Tenderer’s Declarations in Tender Response Format; and
7. 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.

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%/10% (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/three originals: one for the Contracting Authority, and one for the Contractor.

|  |  |
| --- | --- |
| **Contractor:**  ......................….................................. | **Contracting Authority:**  ......................….................................. |
| 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  ...…..................................................... |
| Date: .................................................... | Date: .................................................... |