
Contract Form (draft)

Humanitas Foundation

Title of Contract:

Reference number:

This contract is concluded between:

<<**NAME OF NON GOVERNMENTAL ORGANISATION**>>
<<**ADDRESS OF NON GOVERNMENTAL ORGANISATION**>>
Tel:
Fax:
e-mail:

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 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/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 Contracting Authority 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 it. 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. The following table provides the threshold to be used in order to determine the single bond value:

Cumulative contracts value range / €		Single bond value / €
From	To	
10,001	150,000	2,000
150,001	320,000	6,000
320,001	500,000	12,800

500,001	750,000	50,000
750,001	1,000,000	75,000
1,000,001	1,500,000	100,000
1,500,001	2,000,000	150,000
2,000,001	3,000,000	200,000
3,000,001	5,000,000	300,000
>5,000,000		500,000

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: one for the NON GOVERNMENTAL ORGANISATION and one for the Contractor.

Contractor :

NON GOVERNMENTAL ORGANISATION

.....
Signed by:	Signed by:
.....
In the capacity of:	In the capacity of:
.....
Being fully authorized by and acting on behalf of	Being fully authorized by and acting on behalf of
.....
Date:	Date: