

These conditions amplify and supplement, if necessary, the General Conditions governing the contract. Unless the Special Conditions provide otherwise, those General Conditions remain fully applicable. The numbering of the Articles of the Special Conditions is not consecutive but follows the numbering of the Articles of the General Conditions. Other Special Conditions should be indicated afterwards.

For the purposes of contracts issued by NGOs, the term ‘approval from the Central Government Authority’ shall be substituted by the term ‘approval by the Head responsible for that NGO’; Furthermore, any references to the Contracting Authority throughout the General Conditions shall be deemed to be referring to the NGO responsible for that procurement.

Article 2: Law Applicable

- 2.1 The laws of Malta shall apply in all matters not covered by the provisions of the contract.
- 2.2 The language used shall be English.

Article 4: Communications

[Add the following Article 4.4]:

Communications made to the NGO by post / electronic mail shall be made addressable to:

Ms. Cynthia De Giorgio,
St John's Co-Cathedral Foundation,
St John's Co-Cathedral,
St John Street,
Valletta

cdegiorgio@stjohnscocathedral.com

Communications made to the Project Supervisor by post / electronic mail shall be made addressable to:

Mr. Justin Schembri
Architecture Project Ltd
4,
Sappers Street,
Valletta

justin@ap.com.mt
david@ap.com.mt (cc)
konrad@ap.com.mt (cc)

Article 7: Supply of Documents

The Project Supervisor shall review prior to the Contractor's procurement, product data and samples submitted by the Contractor to ensure conformity with the technical specifications and tender offer. This review shall not constitute as a relief to the Contractor's responsibility for compliance of the technical specifications.

The Contractor shall allow not less than the following periods for the Project Supervisor's response:

Requests for Information: 7 calendar days
Materials submittals: 14 calendar days
Other: 21 calendar days

Submittals shall be submitted on a freeform template prepared by the Contractor and include a sequential numbering system, date and space for the Project Supervisor's comments. All submittals that are submitted for approval shall be returned with the following mark:

Approval		Contractor Action
Mark	Status	
A	Approved	Submittal approved in full. Contractor may proceed with procurement, fabrication, installation and/or construction.
B	Conditional approval	Contractor may proceed with procurement, fabrication, installation and/or construction only after meeting the conditions of approval to the Engineer's approval.
C	Rejected	Not approved; Contractor to resubmit for approval following amendments to previous submittal
D	Information	Submittal was received by the Engineer for information purposes only and Contractor does not need approval before proceeding.
E	Resubmit	The submittal was returned without reviewing because of incompleteness, error, change in design criteria, material, etc. and has to be resubmitted after addressing the problem.

No procurement is to commence until the relative product data have been given an 'A' or 'B' approval mark.

Article 8: Assistance with Local Regulations

[Delete Article 8]

Article 9: The Contractor's Obligations

9.6 Sub-Article 9.6 is not applicable for Malta Funds.

Article 11: Performance Guarantee

11.1 **[Replace Article 11.1 with the following]:**

The Contractor shall, within 15 calendar days of receipt of the contract, sign and date the contract and return it together with a copy of the Performance Guarantee. The copy of the Performance Guarantee forwarded to the NGO is to be endorsed by the NGO prior to submission. The Contractor is therefore obliged to forward the original Performance Guarantee to the Contracting Authority. The amount of the guarantee shall be 4% of the total contract value.

11.3 The performance guarantee shall be in the format given in Section 5 and shall be provided in the form of a bank guarantee.

11.7 Specify any amount to be retained in respect of after sales service.

Article 12: Insurance

12.1 **[Replace Article 12.1 with the following]:**

No specific insurance requirements pertaining to the carriage of supplies is required.

Article 13: Performance Programme (Timetable)

13.1 **[Replace Article 13.1 with the following]:**

The Contractor shall submit a programme of performance of the contract for the approval of the Project Manager. The programme shall contain:

- a) the date of submission of the technical data to the Project Manager,

- b) the time allowed for the Project Manager's approval,
- c) the date of order,
- d) the date of arrival,
- e) the date of delivery,

13.2 **[Replace Article 13.2 with the following]:**

The programme will be submitted 7 days after the letter of award.

Article 18: Commencement Order

- 18.1 The performance of the contract is to commence 7 days after the Contractor receives an electronic acknowledgement of the acceptance of his offer.

Article 19: Period of Execution of Tasks

- 19.1 The performance period shall be 100 days.

Article 22: Modification to the Contract

- 22.1 Subject to the provisions of the Public Procurement Regulations, the CGA/CA reserves the right to vary the quantities specified in the **[Section 6.0, Bills of Quantity]**. The unit prices used in the tender shall be applicable to the quantities procured under the modification.

Article 24: Quality of Supplies

24.2 **[Replace Article 24.2 with the following]:**

A preliminary technical acceptance shall be required and it shall be the subject of a request sent by the Contractor to the Project Manager. The request shall specify the materials, items and samples submitted for such acceptance according to the contract and indicate where acceptance is to take place, as appropriate. The materials, items and samples specified in the request must be certified by the Project Manager as meeting the requirements for such acceptance prior to their incorporation in the supplies.

Article 26: Methods of Payment

- 26.1 Payments will be made in Euro.

Payments shall be authorized by the NGO.

26.5 **[Replace Article 26.5 with the following]:**

Payments shall be made as follows:

- a) 60% of the contract value after the signing of the contract, against provision of the Pre-financing Guarantee as a security guaranteeing repayment in full of this pre-financing;
- b) the remaining balance of the contract price following provisional acceptance of the supplies.

Article 28: Methods of Payment

- 28.1 The NGO shall pay the contractor sums due within 40 days of the date on which an admissible payment is registered, in accordance with Article 26 of these Special Conditions. This period shall begin to run from the approval of these documents by the competent department referred to in Article 26.1 of these Special Conditions. These documents shall be approved either expressly or tacitly, in the absence of any written reaction in the 30 days following their receipt accompanied by the requisite documents.

- 28.2 the Contractor may, within two months of late payment, claim late-payment interest: meaning simple interest for late payment at a rate which is equal to the sum of the reference rate and at least eight percent (8%); on the first day of the month in which the deadline expired. The late-payment interest shall apply to the time which elapses between the date of the payment 'deadline (exclusive) and the date on which the NGO's account is debited (inclusive).

Article 29: Delivery

- 29.1 The Contractor shall bear all risks relating to the goods until provisional acceptance at destination. The supplies shall be packaged so as to prevent their damage or deterioration in transit to their destination.
- 29.2 Specify any specific packaging requirements
- 29.3 The packaging shall become the property of the recipient subject to respect for the environment.
- 29.5/6 Set out requirements as regards documents to accompany each delivery and markings on the packaging.

Article 32: Warranty

- 32.1 **[Add the following to Article 32.1]:**

This warranty shall remain valid for 2 years after provisional acceptance. The warranty shall apply to both the light fitting's luminaire as well as the lamp.

Article 33: After-Sales Service

- 33.1 The contractor shall provide and secure the provision of reliable and regular after-sales for a period of 6 months after the delivery of the supplies in full.

When requested in reasonable time by the Project Supervisor, the after sales service shall include:

- a) The provision of competent staff during the installation of the supplies by third parties,
- b) The provision of competent staff during post-installation calibrating,
- c) Inspecting possibly faulty supplies,

Further, the Contractor shall undertake to carry out or have carried out the maintenance and repair of supplies and to provide a rapid supply of spare parts. The Contractor must provide any or all of the following materials, notifications and documents pertaining to spare parts manufactured or distributed by the Contractor:

- a) such spare parts as the Contracting Authority may choose to purchase from the Contractor, it being understood that this choice shall not release the Contractor from any warranty obligations under the contract;
- b) in the event of termination of production of the spare parts, advance notification to the Contracting Authority to allow it to procure the parts required and, following such termination, provision at no cost to the Contracting Authority of the blueprints, drawings and specifications of the spare parts, if and when requested.

Article 35: Breach of Contract

- 35.3 Without prejudice to the NGO's right to dissolve 'ipso jure' the contract in the case of infringement of any condition thereunder and apart from the deduction established for delay in delivery, any such infringement shall render the contractor, in each case, liable to a deduction by way of damages of 5 per cent of the value of the contract, unless the Government elects, with regard to each particular infringement, but not necessarily with regard to all infringements, to claim actual damages incurred.

Article 41: Dispute Settlement by Litigation

If no settlement is reached within 120 days of the start of the amicable dispute-settlement procedure, each Party may seek:

- a) either a ruling from a national court, or
- b) an arbitration ruling, in the case where the parties, that is, the NGO and the Contractor, by agreement decide to refer the matter to arbitration.

-End of Section 3.-