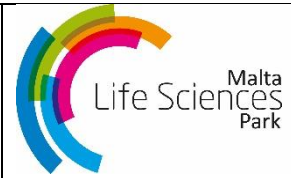


# Contract of Works



Contract Reference No:

MLSC/LS1/L3/FFE/FD/CT/08/15

Works Type:

Supply and installation of 1hr rated fire doors

Works Description:  
[In brief]

Installation of 1 hr fire rated doors including insulation with 1 hr fire rated composite and certification.

This agreement made this day of \_\_\_\_\_2015, between Malta Life Sciences Centre Limited Company Reg. No. C70599 with its registered office at Malta Enterprise Corporation Gwardamangia Hill Pieta MEC001, herein referred to as the "Owner"

And

Company/ Individual bearing Co Reg/ID No and Vat No with the registered office at-----  
----- hereinafter referred to as the "Contractor"

Both Owner and Contractor are hereinafter referred to as the "Parties"

The Owner and Contractor in consideration of the mutual conditions hereinafter set forth agree as follows:

### **1. Structure and site**

Contractor shall furnish all labour, materials, permits, licences etc. to complete the necessary work in the property of the Owner as agreed between the parties. The Contractor declares to have inspected the site and to be aware of all circumstances related thereto.

### **2. Plans**

Contractor shall complete the project in conformity with the plans, details and specifications as agreed by Contractor and Owner, and will do so in a professional manner. Unless otherwise agreed, all materials for the fulfilment of the works shall be provided at cost by the Contractor. The Contractor is responsible for all ancillary works, including any improvements required to complete this contract and the cost of such works and items to be included in the price.

### **3. Payment/Remuneration**

- Owner shall pay the Contractor the sum, indicated in schedule 1 and Inclusive of VAT, by cheque or direct debit as agreed between the parties [include deposit if any, retention money etc]. This amount represents the entire amount due by the Owner and is inclusive of all direct and indirect taxes.
- The Owner shall pay an advanced payment of 5% of the contract sum to the contractor and on the day when the order to start works will be issued.
- The parties agree that the Contractor will carry out the works at the rates stipulated in the attached bill of quantities.
- Expenses including provision of water and electricity, cleaning of the site and other charges to carry out the job are to be borne by the Contractor
- The parties agree that all works are to be measured and certified by the site manager or by the architect representing the Owner.
- The architect or site manger obliges himself to measure within two weeks from completion of works.

- The architect or site manager is to issue hand over certificates when other trades move in.
- The architect or site manager is to issue a Certificate of completion of works after necessary inspection is carried out and after any defects in the works are noted and addressed.
- The architect or site manager can issue extra works up to a total value not exceeding 30% of the contract value. Similarly, the site manager or the architect can reduce the scope of works by 20% of the contract value.
- Any changes to price in material shall be discussed with architect, Owner and Contractor. Any adjustments, if justified, are to be approved by the architect.

#### **4. Preparation**

Prior to the start of construction, Owner shall provide a clear, accessible building site prepared for the project.

#### **5. Utilities**

Prior to commencement of the works, and at all times during work process, the Contractor shall provide his own electricity and water supply should this not be available on site.

#### **6. Time frame**

It is herein being stated that the works stipulated in this contract are to be completed within a stipulated timeframe as indicated in schedule 1, failing to do so which Owner reserves the right to claim damages caused by negligence and may impose a penalty of 3% per day on work on the total value of the contract from the stipulated completion date of this contract.

#### **7. Responsibility**

The Owner shall not be responsible for damages to persons or property occasioned by the Contractor or his agents, third parties, acts of God or other causes beyond Owner's control. The Contractor shall hold Owner completely harmless from, and shall indemnify Owner for, all costs, damages, losses and expenses, including judgements and attorney's fees, resulting from claims arising from causes enumerated in this paragraph.

#### **8. Damages**

Any blockages and/or damages caused by the Contractor to installed equipment such as apertures, fixtures and fittings due to works carried out at the said premises shall be repaired and reinstated in a satisfactory manner at the Contractors' expense. Should the Contractor not carry out the said works in a timely manner, the Owner can appoint a 3<sup>rd</sup> party Contractor for these works, the cost of which will be contra charged to the Contractor.

## **9. Personal Safety Wear and Related Information**

- The Contractor and his personnel should wear safety goggles, dust masks, safety shoes and helmets, or any other personal protective equipment, at all times during the work period at the premises within the MLSP. Safety shoes and helmets should be worn throughout the premises.
- A First-Aid box shall be provided by the Contractor and made available on site.
- In case of an emergency, the Contractor is to notify the Owner immediately or his site representatives including security personnel.

## **10. Workmanship**

- The Contractor is to carry out works according to proper workmanship (tradesmanship) and under the Maltese Law, regulations and guidelines including the necessary tools and Skilled manpower to carry out the job
- The Contractor shall carry out the works causing least convenience to the adjacent neighbours / third parties. Any financial or legal consequences of bad behaviour shall be borne by the Contractor.
- The Contractor is to inspect the site and adjacent property before commencement of works.
- All debris must be removed from the site upon completion of the works - see attached method statement.
- Materials should be certified where necessary.
- Works are to be carried out under the supervision of the architect in charge or site manager and in accordance to standard codes of good practice.
- Works must be carried out continuously in the sense that the site should not be abandoned for any period unless there are extraordinary circumstances.
- If the Owner deems that the Contractor has abandoned the works, the Owner has the right to terminate the contract without any compensation.

## **11. Site Access**

- The work area shall be restricted and adequately closed under lock and key to avoid the entry of unauthorised personnel.
- The Contractor is not allowed to enter any other part/s of the building other than that where the works shall be carried out and access is restricted only to the central stairway as a common part.

## **12. Work Method Statement**

Due to the nature and type of building that the works contract is being issued for, the Contractor is obliged to thoroughly follow the attached Works Method Statement. Failure to adhere to the Works Method Statement will automatically breach the conditions of this contract, in which case the Owner will terminate the contract with immediate effect without compensation to the Contractor.

## **13. Insurance**

The Contractor shall insure the works to be carried out against all risks including third party liability to the full satisfaction of the Owner. Such insurance shall commence at the time of commencement of works and be held in force till full completion of the works to the satisfaction of the Owner.

#### **14. Termination**

The Owner may terminate this agreement at any time and within 10 working days from a written notice to the Contractor. In addition if the Contractor is convicted of any crime or offense , fails or refuses to comply with the written policies or reasonable directive of the Owner, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this agreement , the Owner may at any time terminate the engagement of the Contractor immediately and without prior written notice to the Contractor.

#### **15. Independent Contractor**

The Contractor is and will remain an independent Contractor in his relationship to the Owner. The Owner shall not be responsible for any taxes, direct or indirect due by the Contractor or any withholding taxes with respect to the Contractor's compensation hereunder. The Contractor shall have no claim against the Owner hereunder or otherwise vacation pay, sick leave, retirement benefits, social security, workers compensation, health or disability benefits, unemployment insurance benefits or employee benefits of any kind.

#### **16. Arbitration**

This agreement and any dispute arising there from shall be subject to the jurisdiction of the Malta arbitration tribunal.

#### **17. General Provision**

There are no understandings or agreements between the Contractor and Owner other than those set forth in this agreement. This agreement may not be modified or amended except by written agreement of the Parties.

#### **18. Attachments to this contract**

<b>Description</b>	<b>Reference No</b>
Bill of Quantity	MLSC/LS1/L3/FFE/FD/BOQ/ 08/15
Works Method Statement	MLSC/LS1/L3/FFE/FD/WMS/08/15
Drawing No 1	MLSC/LS1/L3/FFE/FD/DWG_1
Drawing No 2	MLSC/LS1/L0/FFE/FD/DWG_2

## Contract of works -

## Schedule 1

Contract reference No:	MLSC/LS1/L3/FFE/FD/CT/8/15
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### Contract Value

<ul style="list-style-type: none"><li>Contract Value Excluding Vat</li></ul>	
<ul style="list-style-type: none"><li>Vat at 18%</li></ul>	
<ul style="list-style-type: none"><li>Total Contract Value (This value should tally with the BOQ total value.)</li></ul>	

### Time Frame

<ul style="list-style-type: none"><li>Declare total time frame to carry out the works with respect to the above contract reference No. (Include any contingency due to weather and other factors)</li></ul>	
<ul style="list-style-type: none"><li>Enter the due start date (This item should tally with the order to start works)</li></ul>	
<ul style="list-style-type: none"><li>Enter proposed works end date prior to final certification</li></ul>	

In witness thereof, the parties have executed this agreement the day and year first written above.

### Signatures

Owner Obo	Date
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Contractor Obo	Date
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Witness Obo	Date
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