# VOLUME 2

# SECTION 1

# CONTRACT FORM

WORKS CONTRACT FOR EUROPEAN UNION EXTERNAL ACTIONS

**No CB007.2.12.034/PP2-TD05**

**FINANCED FROM THE GENERAL BUDGETOF THE UNION**

Between

Municipality of Sokobanja

Svetog Save 23

18230 Sokobanja

Republic of Serbia

Represented by:

Isidor Krstic, Mayor

(‘the contracting authority’), (‘The contracting authority’),

of the one part,

and

<Full official name of the contractor>

[<Legal status/title>][[1]](#footnote-1)

[<Official registration number>][[2]](#footnote-2)

<Full official address>

[<VAT number>],[[3]](#footnote-3)

(‘the contractor’)

of the other part,

have agreed as follows:

**PROJECT** **“Improving the winter tourist offer in Sokobanja and Varshets municipalities – Winter Cross-Border Tour Varshets- Sokobanja” ref.no. CB007.2.12.034, Subsidy Contract No РД-02-29-89/16.05.2019**

**CONTRACT TITLE Installation of prefabricated sport facilities – skating rink and sledge toboggan run under project CB007.2.12.034 “Improving the winter tourist offer in Sokobanja and Varshets municipalities – Winter Cross-Border Tour Varshets- Sokobanja” funded under Interreg – IPA-CBC Bulgaria-Serbia Programme**

**Identification number CB007.2.12.034/PP2-TD05**

Whereas the contracting authority would like the contractor to carry out the following works:

**Construction of**

of prefabricated sport facilities – skating rink and sledge toboggan run in the Sokobanja city center.

and has accepted a tender by the contractor for the execution and completion of such works and the remedying of any defects therein.

**It is hereby agreed as follows:**

**(1)** In this contract, words and expressions shall have the meanings assigned to them in the contractual conditions set out below.

**(2)** 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. the contract,
2. the special conditions,
3. the general conditions,
4. the technical and/or performance specifications,
5. the design documentation (drawings),
6. the breakdown of lump-sum price,
7. the tender,
8. any other documents forming part of the contract.

The various documents making up the contract shall be deemed to be mutually explanatory; in cases of ambiguity or divergence, they shall prevail in the order in which they appear above. Addenda shall have the order of precedence of the document they are amending.

**(3)** 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 works and remedy defects therein in full compliance with the provisions of the contract.

**(4)** The contracting authority hereby agrees to pay the contractor in consideration of the execution and completion of the works and remedying of defects therein the amount of:

- Contract price (excluding VAT/other taxes) RSD <amount> / EUR <amount>

- Contract price RSD <amount in words> / EUR <amount in words>

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 will be paid in compliance with the binding regulations, national law and international agreements concerning the execution of the project. VAT and other taxes shall not be paid on the funds originating from EU funds.

(5) The parties agree to the set of rights and obligations described in the attached contractual documents, with the following main characteristics, further detailed in the attachments:

|  |  |  |  |
| --- | --- | --- | --- |
|  |  | | Contract-article: |
| 1 | Price | Lump sum contract | 49 |
|  |  | Prices cannot be revised | 48 |
| 2 | Duration | 60 days implementation of works | 34 |
|  |  | Final acceptance, after completion of works | 60, 62 |
|  |  | Defects liability period of 2 years, after provisional acceptance | 61 |
| 3 | Delay | 0.1% of the contract price for every day of delay ( max 10%) | 36 |
| 4 | Supervisor | The project site supervisor and its representatives will be assigned by the Contracting Authority in another contract. | 5 |
| 5 | Bank guarantees | Performance guarantee 10% | 15 |
|  |  | Advance payment guarantee for the full amount of the pre-financing | 46 |
|  |  | Defects liability guarantee 5% | 61 |
| 6 | Insurances | For damage to 3rd parties, unlimited for bodily injury | 16 |
|  |  | Contractor all risk insurance | 16 |
|  |  | Insurance against accidents at work | 16 |
|  |  | Insurance for soundness of works | 16 |
| 7 | Payments | lump sum advance up to 20% of the original contract price, after conclusion of the contract | 46, 49 |
|  |  | Interim payment up to 70% of the contract price- after submission of all necessary documents regarding the First temporary situation (“prva privremena situacija”)upon the 45days of the contract implementation, with the approval of Supervisor, as a proof of the performed works, with up to 90% of the contract value and in accordance with the executed works. | 49, 50 |
|  |  | Final payment for min 10% of the contract price, after finalization of works, the positive technical acceptance of works, the supervisor approval and the issuance of the final acceptance, balance payment will be made in accordance with the executed works. | 49, 51 |

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, namely the contractor.

Done in English in three originals, one original for the contracting authority, one original for the European Commission and one original for the contractor.

|  |  |  |  |
| --- | --- | --- | --- |
| **For the contractor** | | **For the contracting authority** | |
| Name: |  | Name: |  |
| Title: |  | Title: |  |
| Signature: |  | Signature: |  |
| Date: |  | Date: |  |

1. Where the contracting party is an individual. [↑](#footnote-ref-1)
2. Where applicable. [↑](#footnote-ref-2)
3. Except where the contracting party is not VAT registered. [↑](#footnote-ref-3)