# VOLUME 2

# SECTION 1

# CONTRACT FORM

WORKS CONTRACT FOR EUROPEAN UNION EXTERNAL ACTIONS

**Ref. No of LOT 1: CB007.2.11.224 – LP – Works 1 – LOT <…>**

**FINANCED FROM THE GENERAL BUDGETOF THE UNION**

Between

**MUNICIPALITY OF BOTEVGRAD**

Address: 13 "Osvobozhdenie" square, Botevgrad, postal code 2140, Republic of Bulgaria

Registration number: **000776089**

VAT registration: **BG000776089**

Represented by: **Ivan Gavalyugov - Mayor of Municipality of Botevgrad and Irina Grigorova – director directorate “Accounting and budget”**

(‘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** **“Heterotopias” ref. No. CB007.2.11.224**

**CONTRACT TITLE Small scale constructions for the needs of Municipality of Botevgrad, LOT <…>**

**Identification number CB007.2.11.224 – LP - Works 1 - LOT <…>**

Whereas the contracting authority would like the contractor to carry out the following works under contract **Small scale constructions for the needs of Municipality of Botevgrad under project CB007.2.11.224, LOT <…>** 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 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) BGN <amount>

- VAT and other taxes BGN <amount>

- Contract price BGN <amount> <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 | 4 months (120 days) implementation of works | 34 |
|  |  | Provisional acceptance, after completion of works | 60 |
|  |  | Defects liability period as per article 61.7 of the Special conditions | 61 |
|  |  | Final acceptance, after expiry of defects liability period | 62 |
| 3 | Delay | 0.1% of the contract price for every day of delay | 36 |
| 4 | Supervisor | To be specified | 5 |
| 5 | Bank guarantees | no performance, prefinancing and retention guarantees | 15, 46, 47 |
| 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 for 20% of the original contract price, after conclusion of the contract | 46 |
|  |  | Interim payment for 20% of the contract price, after completion of 40% of the firm quantities for which the Contractor submitted its all-in price. | 49, 50 |
|  |  | Interim payment for 20% of the contract price, after completion of 60 % of the firm quantities for which the Contractor submitted its all-in price. | 49, 50 |
|  |  | Interim payment for 30 % after issuing of the Certificate of provisional acceptance (according to applicable national legislation for construction works). | 49, 50 |
|  |  | Retention money for 10% of the contract price, after signed final statement of account (according to applicable national legislation for construction works). | 47, 49 |

(**6)** Other specific conditions applying to the contract

The following conditions to the contract shall apply:

For the purpose of Article 72 of the general conditions, for the part of the data transferred by the contracting authority to the European Commission:

(a) the controller for the processing of personal data carried out within the Commission is the head of contracts and finance unit R4 of DG Neighbourhood and Enlargement Negotiations.

(b) the data protection notice is available at <http://ec.europa.eu/europeaid/prag/annexes.do?chapterTitleCode=A>. ]

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:two originals being for the contracting authority and one original being for the contractor.

|  |  |  |  |
| --- | --- | --- | --- |
| **For the contractor** | | **For the contracting authority** | |
| Name: |  | Name: |  |
| Title: |  | Title: |  |
| Signature: |  | Signature: |  |
| Date: |  | Date: |  |
|  |  | **Second signature for the contracting authority** | |
|  |  | Name: |  |
|  |  | Title: |  |
|  |  | Signature: |  |
|  |  | 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)