# VOLUME 2

# SECTION 1

# CONTRACT FORM

WORKS CONTRACT FOR EUROPEAN UNION EXTERNAL ACTIONS

**No <contract number>**

**FINANCED FROM THE GENERAL BUDGET OF THE UNION**

Between

Municipality of Rila

1 Vazrazhdane Square, 2630 Rila,

Rila Municipality, District of Kyustendil

Bulgaria

Represented by:

Mr Georgi Kabzimalski

Mayor of Municipality of Rila

and

Mrs Raika Stankova

Director Financial and Economic Activities Directorate

(‘The Contracting Authority’),

of the one part,

and

<Full official name of the contractor>

[<Legal status/title>][[1]](#footnote-2)

[<Official registration number>][[2]](#footnote-3)

<Full official address>

[<VAT number>],[[3]](#footnote-4)

(‘the Contractor’)

of the other part,

have agreed as follows:

**PROJECT** **CB007.2.31.169** “**JOINT MEASURES FOR GREEN INFRASTRUCTURE”,** financed under the **INTERREG-IPA CBC Bulgaria - Serbia Programme**

**CONTRACT TITLE** “**Emergency strengthening of the banks of Rilska River through construction of retaining walls in urban quarters 6, 27 and 1 along section of Road III-107 Rila – Rila Monastery” – STAGE 1** “**Retaining Wall No 1 – L 297m, km 13+387 – km 13+684, right downstream”**

**Identification number CB007.2.31.169-WO-1**

Whereas the Contracting Authority would like the Contractor to carry out the following works:

**Construction of**

“**Emergency strengthening of the banks of Rilska River through construction of retaining walls in urban quarters 6, 27 and 1 along section of Road III-107 Rila – Rila Monastery” – STAGE 1** “**Retaining Wall No 1 – L 297m, km 13+387 – km 13+684, right downstream”**

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) EUR <amount>

**The EU component EUR[[4]](#footnote-5)<amount>**

**National financing EUR[[5]](#footnote-6)<amount>**

- VAT and other taxes EUR <amount> Only in case VAT/taxes are to be paid by the contracting authority to the contractor, fill in the amount thereof. The contract price excluding VAT/other taxes, must then coincide with the total lump-sum price of Volume 4.2.

- Contract price 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 | 300 calendar days for implementation of works | 34 |
|  |  | Provisional acceptance, after completion of works | 60 |
|  |  | Defects liability period after provisional acceptance | 61 |
|  |  | Final acceptance | 62 |
| 3 | Delay | 0.1% of the contract price for every day of delay but not exceeding 10 % of the contract price. | 36 |
| 4 | Supervisor | <….> | 5 |
| 5 | Bank guarantees | Performance guarantee for 5 % of the Contract Price; | 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 contract price | 46 |
|  |  | Interim payment of 20% after completion of 40% of the firm quantities for which the Contractor submitted its all-in price. | 49, 50 |
|  |  | Interim payment of 20% after completion of 60 % of the firm quantities for which the Contractor submitted its all-in price. | 49, 50 |
|  |  | Interim payment of 30% after issuing of the certificate of provisional acceptance and /or the relevant document, according to applicable national legislation for construction works. | 49, 50 |
|  |  | 10% -Retention money of Article 47, within 45 days of the issuing of the signed final statement of account or the relevant document - a use permit/certificate for exploitation or the relevant act, in accordance with the national legislation, after which the site is available for use. | 49, 50 |

(**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:

1. the data controller is the head of legal affairs unit of DG International Cooperation and Development.
2. 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 two originals:one original for the Contracting Authority and one original for the Contractor.

**For the Contractor For the Contracting Authority**

Name: **Georgi Davidkov Kabzimalski**

Title: *Mayor of Municipality of Rila*

Signature: Signature:

Date: Date:

**Raika Borisova Stankova**

*Director Financial and Economic Activities Directorate*

Signature:

Date:

1. Where the contracting party is an individual. [↑](#footnote-ref-2)
2. Where applicable. [↑](#footnote-ref-3)
3. Except where the contracting party is not VAT registered. [↑](#footnote-ref-4)
4. In the event of cofinancing, the EU-contribution must normally be entered as a lump sum in euro. [↑](#footnote-ref-5)
5. In the event of cofinancing, the EU-contribution must normally be entered as a lump sum in euro. [↑](#footnote-ref-6)