# VOLUME 2

# SECTION 1

# CONTRACT FORM

WORKS CONTRACT FOR EUROPEAN UNION EXTERNAL ACTIONS

**NO. <Contract number>**

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

Public Communal Enterprise “Proleter”

St. ”Obikolna” 22, 7310 Resen

Republic of North Macedonia

Represented by:

Mrs. Hristina Jonovska,

Acting Director

 (“The contracting authority”),

of the one part,

and

<Full official name of 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**

 **“A real time monitoring and leakage detection and reduction system in water distribution networks – Smart Water Save”**

**CONTRACT TITLE**

**“****Construction of water supply pipe system”**

**Identification number CN1 – SO 2.3 – SC 011 /TD 8**

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

**Construction of** water supply pipe system 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 breakdown of lump-sum price,
5. the technical and/or performance specifications,
6. the design documentation (drawings),
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>

- 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)** Other specific conditions applying to the contract

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:one original for the contracting authority, one original for the European Commission, and one original for the contractor.

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| --- | --- |
| **For the contractor** | **For the contracting authority** |
| Name: |  | Name: Mrs. Hristina |  |
| Title: |  | Title: Acting Director |  |
| 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)