# 

# VOLUME 2

# SECTION 1

# CONTRACT FORM

WORKS CONTRACT FOR EUROPEAN UNION EXTERNAL ACTIONS

**No <contract number>**

**FINANCED FROM THE [GENERAL BUDGETOF THE UNION] [EDF]**

Between

Municipality of Resen

Square Car Samoil no.20 ,

7310 Resen , Republic of North Macedonia

(‘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**

**Enhancement of cultural touristic product of the cross border area of Prespes through the promotion of the natural and cultural heritage / HOLY WATER – CN1-SO1.3-SC040**

**CONTRACT TITLE**

**Construction and adaptation of the Holy Water path, connecting 5 (five) monasteries and paternal arrangement of St Elijah church’s yard in Grnchari village**

**Identification number CN1- SO 1.3 - SC 040, WP4, DEL 4.2.1**

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

**Construction and adaptation of the Holy Water path, connecting 5 (five) monasteries and paternal arrangement of St Elijah church’s yard in Grnchari village**

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 \_\_\_\_\_\_\_\_\_.

- Contract price EUR <\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ amount in words>

(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 | Two months implementation of works | 34 |
|  |  | Provisional acceptance, after completion of works | 60 |
|  |  | Defects liability period of 365 days, after provisional acceptance | 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 | <….> | 5 |
| 5 | Bank guarantees | 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 30% of the contract price, after completion of <phase/percentage of quantities, cf. 49 SC> | 49, 50 |
|  |  | Interim payment for 40% of the contract price, after completion of <phase/percentage of quantities, cf. 49 SC> | 49, 50 |
|  |  | Retention money for 10% of the contract price, after signed final statement of account | 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

(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 four originals*:* two originals for the contracting authority and one original for the contractor.

|  |  |  |  |
| --- | --- | --- | --- |
| **For the contractor** | | **For the contracting authority** | |
| Name: |  | Name: | Jovan Tozievski |
| Title: |  | Title: | Mayor |
| 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)