# VOLUME 2

# SECTION 1

# CONTRACT FORM

WORKS CONTRACT FOR EUROPEAN UNION EXTERNAL ACTIONS

**No. HUSRB/1602/31/0227-8/bicycle service points 7.1.1**

**FINANCED FROM THE GENERAL BUDGETOF THE UNION**

Between

**City of Sombor**

**Trg cara Uroša 1, 25000 Sombor**

**Official registration number: 08337152**

**VAT number: 100123158**

(‘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** **Ecotourism destination development of the Baja-Sombor crossborder region by the development of thematic greenways and tourism packages,** **HUSRB/1602/31/0227**

**CONTRACT TITLE Construction of 2 bicycle service points**

**for the project Baja-Sombor Greenways**

**Identification number HUSRB/1602/31/0227-8/bicycle service points 7.1.1**

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

Construction of2 bicycle service points in Bezdan, Kanalska obala bb, 3135/1 KO Bezdan and City of Sombor, KO 3279/1 Sombor-1. Both bicycle points have total area of 30 m2. Contractor has to realize several types of works – Construction works, Hydro technical works and Electrical works, 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>

- Contract price **RSD** <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 | **2 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 | Contracting Authority will | 5 |
| 5 | Bank guarantees | no performance, pre-financing 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 | Interim payment up to 50% of the contract price, after completion of 50% of quantities, cf. 49 SC | 49, 50 |
|  |  | Final payment after competition of works | 49, 50 |

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

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: |  | Name: | **Dušanka Golubović** |
| 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)