# VOLUME 2

# SECTION 1

# CONTRACT FORM

WORKS CONTRACT FOR EUROPEAN UNION EXTERNAL ACTIONS

**NO RORS00170/Municipality of Zitiste/TD3**

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

Between

Municipality of Zitiste,

Cara Dusana 15, 23210 Zitiste,

Republic of Serbia

(“The contracting authority”),

of the one part,

and

<Full official name of 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** Cycling along Iron Curtain Trail - EuroVelo13 in Banat

**CONTRACT TITLE Infrastructure works**

**Identification number RORS00170/Municipality of Zitiste/TD3**

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

**Construction of**

Building of cycling rest area

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. delete if not applicable: [the bill of quantities (after arithmetical corrections)],
5. the technical and/or performance specifications,
6. the design documentation (drawings),
7. 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 (including VAT/other taxes) [EUR][RSD]<amount>

- Contract price [EUR] [RSD]<amount in words>

In accordance with IPA implementing regulation, for all partners VAT can be an eligible expenditure. The Contracting Authority will pay the unit prices, as stated in the Financial Offer, and will pay the VAT if the VAT is eligible and is clearly identified on the invoices. For this contract VAT is eligible cost.

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 original for the Contracting Authority, and one original for the Contractor.

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