

VOLUME 2

SECTION 1 CONTRACT FORM

WORKS CONTRACT FOR EUROPEAN UNION EXTERNAL ACTIONS

NO <Contract number>

FINANCED FROM THE EU GENERAL BUDGET

Between

The Government of the Republic of Serbia, represented by the Ministry of Finance, Department for Contracting and Financing of EU Funded Programmes (CFCU), Sremska 3-5 St, 11000 Belgrade,

(‘The Contracting Authority’),

of the one part,

and

<Full official Name of Contractor>

[<Legal status/title>]¹

[<Official registration number>]²

<Full official address>

[<VAT number>],³

(‘the Contractor’)

of the other part,

have agreed as follows:

¹ Where the contracting party is an individual.

² Where applicable.

³ Except where the contracting party is not VAT registered.

CONTRACT TITLE

Construction of the Building for Emergency Services in Novi Pazar Health Centre

Identification number: EuropeAid/138746/ID/WKS/RS

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

Construction of the Building for Emergency Services in Novi Pazar Health Centre 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:
 - (a) the Contract,
 - (b) the Special Conditions,
 - (c) the General Conditions,
 - (d) the Technical Specifications including clarification during tender preparation process,
 - (e) the Design Documentation (drawings),
 - (f) the breakdown of lump-sum price,
 - (g) the tender including clarification during tender evaluation process,
 - (h) Any other documents forming part of the Contract including LEF, BAF, the templates for various guarantees (pre-financing, performance, retention money).

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.....
 - (The EU component EUR⁴.....)
 - VAT and other taxes EUR
 - Contract price EUR (amount in words:)

⁴ In the event of cofinancing, the EU-contribution must normally be entered as a lump sum in euro.

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.

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.

For the Contractor

Name:

Title:

Signature:

Date:

For the Contracting Authority

Name:

Title:

Signature:

Date: