# VOLUME 2

# SECTION 1

# CONTRACT FORM

WORKS CONTRACT FOR EUROPEAN UNION EXTERNAL ACTIONS

**No: PO 758907**

**FINANCED FROM**

 **THE European Union / Council of Europe, Joint Project entitled Phase II of the ROMACTED Programme on “Promoting good governance and Roma empowerment at local level"**

Between

Municipality of Berovo

Address: street.Dimitar Vlahov no.10, 2330 Berovo, R. of North Macedonia – Represented by the Major of the Municipality of Berovo, Zvonko Pekevski

(‘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:

**Action 1 – SMALL INITIVATIVES/ACTIONS: Reconstruction of two classrooms in secondary school “Aco Ruskovski” Berovo and under Action 2 – Post-COVID 19 prevention and recovery plans and measures education for Roma (Change of the sewage network in the Secondary School Aco Ruskovski in Berovo)**

**CONTRACT TITLE: Reconstruction of two classrooms and rehabilitation of the sewage network in the premises of OSU Aco Ruskovski in Berovo**

**Identification number: PO 758907-TP1**

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

**Construction of rehabilitation of two classrooms and the sewerage system in Municipal Secondary School “Aco Ruskovski** 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), 307.000,00 MKD denars,

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 | The power of the Supervisor and its representative in in compliance with Macedonian legislation | 5 |
| 5 | Bank guarantees  | no 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 of the contract price, after completion of phase | 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 the head of legal affairs unit of DG International Partnerships.

(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 two originals,one original for the contracting authority, one original for the European Commission, and one original for the contractor.

|  |  |
| --- | --- |
| **For the contractor** | **For the contracting authority** |
| Name: |  | Name: |  |
| Title: |  | Title: |  |
| Signature: |  | Signature: |  |
| Date: |  | Date: |  |
| [**Endorsed for financing by the European Union (**For indirect management with ex-ante control if the European Commission makes payments under the contract and for contracts under IMBC in IPA countries) |
| Name: |  |  |  |
| Title: |  |  |  |
| Signature: |  |  |  |
| 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)