

VOLUME 2

SECTION 1 CONTRACT FORM

WORKS CONTRACT FOR EUROPEAN UNION EXTERNAL ACTIONS

No <contract number>

FINANCED FROM THE [GENERAL BUDGET OF THE UNION] [EDF]

Between

[For direct management: The European Union, represented by the European Commission, B-1049 Brussels, Belgium, on behalf of and for the account of the government of <name of partner country/countries>]

OR [For indirect management: <name and address of the contracting authority>]

(‘The contracting authority’),

of the one part,

and

<Full official name of the 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:

PROJECT <title and reference in the financing agreement/decision>

CONTRACT TITLE <contract title>

Identification number <publication reference>

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

Construction of

<...>

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 Where the contracting party is an individual.

² Where applicable.

³ Except where the contracting party is not VAT registered.

- (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 and/or performance specifications,
 - (e) the design documentation (drawings),
 - (f) the breakdown of lump-sum price,
 - (g) the tender,
 - (h) 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] [<ISO code of national currency> only for indirect management] <amount>
[The EU component EUR⁴<amount>]
[where necessary, <enter other sources of financing>]
 - VAT and other taxes [EUR] [<ISO code of national currency> only for indirect management] <amount> Only in case VAT/taxes are to be paid by the contracting authority to the contractor, fill in the amount thereof. The contract price excluding VAT/other taxes, must then coincide with the total lump-sum price of Volume 4.2.
 - Contract price [EUR] [<ISO code of national currency> only for indirect management] <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	<...> months implementation of works	34
		Provisional acceptance, after completion of works	60

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

		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	Sub-contracting	Allowed up to 50% of the contract price, with the main contractor maintaining full responsibility	7
6	Bank guarantees	no performance, prefinancing and retention guarantees	15, 46, 47
7	Insurances	For damage to 3 rd parties, unlimited for bodily injury	16
		Contractor all risk insurance	16
		Insurance against accidents at work	16
		Insurance for soundness of works	16
8	Payments	lump sum advance for 20% of the original contract price, after conclusion of the contract	46
		Interim payment for <...>% of the contract price, after completion of <phase/percentage of quantities, cf. 49 SC>	49, 50
		Interim payment for <...>% 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

[If necessary and after having obtained prior approval/derogation by the competent services:

The following conditions to the contract shall apply: <...>]

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] [three] originals, [for direct management: [one] [two] originals for the European Commission] [for indirect management: 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:

[Endorsed for financing by the European Union (only for ex-ante control if the Commission makes the payments under the contract)]

Name:

Title:

Signature:

Date:

]