# VOLUME 2

# SECTION 1

# CONTRACT FORM

WORKS CONTRACT FOR EUROPEAN UNION EXTERNAL ACTIONS

**No <contract number>**

**FINANCED FROM THE GENERAL BUDGETOF THE UNION**

Between

49 Bulgaria Str., 6970 Ivaylovgrad,

Ivaylovgrad Municipality, Haskovo District

Bulgaria

Represented by:

Mrs. Diana Dimitrova Ovcharova

Mayor of Municipality of Ivaylovgrad

(‘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** **CB005.2.21.114 “Improving the conditions for access to natural, cultural and tourist sites by creating zones for tourism and recreation in the village Lambuh, municipality of Ivaylovgrad and Kesan”,** financed under the **INTERREG-IPA CBC Bulgaria - Turkey Programme**

**CONTRACT TITLE “Construction works at Lambuh village site”**

**Identification number CB005.2.21.114\_WO\_1**

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

**Construction of**

The contract involves rehabilitation of 3 existing hiking trails and development of recreation and nature observation areas. The rehabilitation of the trails stated below includes shaping of the ground base with partial excavations and embankments, laying new pavement, cutting of overhanging branches and bushes, installation of information and directional signs.

**Tourist road to Ivaylovgrad dam**: track length - 300 m. At the end of the route a tourist complex is envisaged including: tourist shelter with barbecue, information centre, observation and rest corner with pergolas - 2 pcs., wooden tent, playground, hangar for boat storage, chemical toilets, photovoltaic (solar) luminaire - 3 pcs.

**Hiking trail from St. Peter and Paul to the Ayazmoto area (Holy Water)**: route length - 775 m. Along the route are provided: observation and rest area with a tent, pergolas with benches, rest area with benches, rest area with pergolas, metal ramp for disadvantaged people, photovoltaic (solar) luminaire - 1 pc.

**Panoramic road from the monastery church of St. Peter and Paul to the tourist shelter route**: length - 4030 m. Along the route are provided: observation and rest area with gazebo, pergolas with benches, rest area with benches - 3 pcs., observation and rest area with shelter, pergolas with benches and tables, chemical toilets, photovoltaic (solar) luminaire - 2 pcs.

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) EUR <amount>

**The EU component EUR[[4]](#footnote-4)<amount>**

**National financing EUR[[5]](#footnote-5)<amount>**

- VAT and other taxes EUR <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 <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 | 270 calendar days for 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 but not exceeding 10 % of the contract price. | 36 |
| 4 | Supervisor | <….> | 5 |
| 5 | Bank guarantees | Performance guarantee for 5 % of the Contract Price;  Prefinancing guarantee for 20 % of the Contract Price;  Retention money guarantee for 10 % of the Contract Price (optional) | 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 contract price | 46 |
|  |  | Interim payment for 10 % after completion of 10 % of the lump sum value of the Works (after retentions and other deductions). | 49, 50 |
|  |  | Interim payment for 10 % after completion of 10 % of the lump sum value of the Works (after retentions and other deductions). | 49, 50 |
|  |  | Interim payment for 10 % after completion of 10 % of the lump sum value of the Works (after retentions and other deductions). | 49, 50 |
|  |  | Interim payment for 10 % after completion of 10 % of the lump sum value of the Works (after retentions and other deductions). | 49, 50 |
|  |  | Interim payment for 10 % after completion of 10 % of the lump sum value of the Works (after retentions and other deductions). | 49, 50 |
|  |  | Interim payment for 10 % after completion of 10 % of the lump sum value of the Works (after retentions and other deductions). | 49, 50 |
|  |  | Interim payment for 10 % after completion of 10 % of the lump sum value of the Works (after retentions and other deductions). | 49, 50 |
|  |  | Interim payment of the remaining value of the Works (after retentions and other deductions) – after issuing of the certificate of provisional acceptance | 49, 50 |
|  |  | Repayment of retention money for 10% of the contract price, after signed final statement of account (unless the retention money is substituted by a retention guarantee in accordance with Article 47.2 of the general conditions) | 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:

1. the data controller is the head of legal affairs unit of DG International Cooperation and Development.
2. 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 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-1)
2. Where applicable. [↑](#footnote-ref-2)
3. Except where the contracting party is not VAT registered. [↑](#footnote-ref-3)
4. In the event of cofinancing, the EU-contribution must normally be entered as a lump sum in euro. [↑](#footnote-ref-4)
5. In the event of cofinancing, the EU-contribution must normally be entered as a lump sum in euro. [↑](#footnote-ref-5)