

VOLUME 2

SECTION 1 CONTRACT FORM

WORKS CONTRACT FOR EUROPEAN UNION EXTERNAL ACTIONS

No ART&CRAFT-C/6

FINANCED FROM THE GENERAL BUDGET OF THE UNION

Between

GRADSKI MUZEJ SUBOTICA

24000 Subotica

Trg sinagoge 3

(‘The contracting authority’),

of the one part,

and

Full official name of the contractor

Legal status/title¹

Official registration number²

Full official address

VAT number,³

(‘the contractor’)

of the other part,

have agreed as follows:

PROJECT : Tracing our common artistic heritage- HUSRB/1602/31/0050

CONTRACT TITLE : PURCHASE AND INSTALLATION OF ELEVATOR

Identification number : ART & CRAFT-C/6

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

To purchase and install an elevator for the needs of the museum to overcome high levels in the right wing of the building with an elevator and electric platform, with all necessary construction works and electrical works followed up with installation of mentioned tools and has accepted a tender by the contractor for the execution and completion of such works and the remedying of any defects therein.

¹ Where the contracting party is an individual.

² Where applicable.

³ Except where the contracting party is not VAT registered.

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 or performance specifications,
 - (e) the breakdown of lump-sum price,
 - (f) the tender,
 - (g) 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) RSD <amount>
[The EU component EUR⁴<amount>]
 - Contract price RSD <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	70 calendar days 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	Contracting Authority's obligation	5
5	Sub-contracting	Allowed up to 50% of the contract price, with the main contractor maintaining full responsibility	7
6	Bank	No bank guarantees	15, 46,

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

	guarantees		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
8	Payments		
		Interim payment for 80% of the contract price, after completion of 70 % of quantities, cf. 49 SC	49, 50
		Final payment for 100% of the contract price, after completion of 100 percentage of quantities, cf. 49 SC	49, 50
		Retention money for 10% of the contract price, after signed final statement of account	47, 49

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 originals for the contracting authority and one original for the contractor.

For the contractor

Name:

Title:

Signature:

Date: 28.05.2019.

For the contracting authority

Name: Istvan Hullo

Title: Director

Signature:

Date: 28.05.2019.