

VOLUME 2

SECTION 1

CONTRACT FORM/CONTRACT AGREEMENT

WORKS CONTRACT FOR EUROPEAN UNION EXTERNAL ACTIONS

NO. <Contract number>

FINANCED FROM THE ITALIAN FUNDS

Between

Public Works Administration
Arsenija Boljevića street 2a (City Mall, 3rd floor)
81000 Podgorica, Montenegro

(‘The contracting authority/employer’)

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:

PROJECT “MINISTRY OF ECOLOGY, SPATIAL PLANNING AND URBANISM OF
MONTENEGRO ECO EFFICIENT BUILDING - II PHASE”

CONTRACT TITLE “ECO EFFICIENT BUILDING - II PHASE”

Identification number <Publication reference>

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

Construction of Ministry of Ecology, Spatial Planning and Urbanism Eco Efficient building - II phase 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 Agreement,
 - (b) the Letter of Acceptance
 - (c) the Letter of Tender/Tender Form
 - (d) the Particular conditions of the Contract,
 - (e) the General conditions of the Contract, 1999, Fidic Red
 - (f) the technical specifications,
 - (g) the design documentation (drawings),
 - (h) the bill of quantities (after arithmetical corrections),
 - (i) the tender with appendix,
 - (j) 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/Employer hereby agrees to pay the contractor in consideration of the execution and completion of the works and remedying of defects therein the amount of:

The Accepted Contract Amount (excluding VAT/other taxes)

Euro.....

(in words :..... Euro)

(VAT)

Euro.....

(in words :..... Euro)

The Accepted Contract Amount (including VAT/other taxes)

Euro.....

(in words :..... Euro)

(Contingencies)

Euro.....

(in words :..... Euro)

The Accepted Contract Amount

(including VAT/other taxes and Contingencies)

Euro.....

(in words :..... 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 Italian 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 four originals, two originals for the contracting authority/Employer and one original for the contractor.

For the contractor

For the contracting authority/Employer

Name:

Name:

Title:

Title:

Signature:

Signature:

Date:

Date: