|  |  |
| --- | --- |
|  | Republic of Serbia  Ministry of Finance  Department for Contracting and Financing of EU funded Programmes |

**WORKS CONTRACT**

***Financed by Commission financing decision n° SCR.DEC.043652.01***

**No** <Contract number>

**financed from the general budget of the Union**

**MAIN CONDITIONS**

The Government of the Republic of Serbia represented by the Ministry of Finance

Department for Contracting and Financing of EU Funded Programmes (CFCU)

53 Balkanska Str., Belgrade 11000, Republic of Serbia,

(‘the contracting authority’),

represented for the purposes of the signature of this contract by the authorised representative indicated in the respective field under “SIGNATURES” below

of the one part, and

1. [Contractor’s full official name]

[Contractor’s official legal form]

[Contractor’s statutory registration number or ID or passport number]

[Contractor’s full official address]

[VAT registration number]

(‘the contractor’)

2. [[*Include the name of the group if any -]* group of economic operators who submitted a joint tender (‘the group’) [composed of the following members who are jointly and severally liable vis-a-vis the contracting authority for the *implementation* of this contract]

[*Contractor’s official legal form*]

[*Contractor’s statutory registration number or ID or passport number*]

[*Contractor’s full official address*]

[*VAT registration number*]

appointed as leader of the group by the members of the group that submitted the joint tender,

(collectively "the contractor"),

represented for the purposes of signing this contract by the authorised representative indicated in the respective field under “SIGNATURES” below,

on the other part,

**HAVE AGREED as follows:**

**1.** **Subject matter**

The title of this contract is: “Establishment of Regional Waste Management System for the City of Novi Sad and Municipalities of Bačka Palanka, Bački Petrovac, Beočin, Žabalj, Srbobran, Temerin and Vrbas”

Lot 1: Construction of the Regional Waste Management Centre in the City of Novi Sad

The terms and conditions applying to this contract are laid down hereafter and in the particular and general conditions and their annexes. They shall be deemed to form and be read and construed as an integral part of this contract in the order described in the particular conditions.

**2. Contract value**

The contracting authority hereby agrees to pay to the contractor, in consideration of the execution and completion of the works and remedying of defects therein, the amount of EUR [insert amount (insert 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. The amount of the contract value shall be composed of:

Accepted Contract Amount EUR <amount>

Contingencies EUR <amount>

Contract price (excluding VAT/other taxes) EUR <amount>

The EU component EUR[[1]](#footnote-1) <amount>

The Government of Serbia component EUR <amount>

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.

**3. Entry into force and duration**

This contract enters into force on the date on which the last party signs it.

The maximum duration of this contract is **898 days** followed by 365 days of Defect Notification Periodfrom the date notified by the contracting authority with at least 7 day notice and in any case no sooner than the date of entry into force and no later than 42 days after the signature of this contract.

**4. Bank account**

Payments shall be made in accordance with the special conditions into the following bank account:

*Name of bank*: [insert bank name]

*Exact denomination of account holder*: [full name of account holder]

*Bank account number*: [insert bank account number].

**Signatures**

|  |  |  |  |
| --- | --- | --- | --- |
| **For the contractor** | | **For the contracting authority** | |
|  |  |  |  |

**Endorsed for financing by the European Union\***

**\*** **The European Union is not a party to the contract, shall not be subject to any obligation in connection therewith and shall not be involved in any dispute settlement, including arbitration proceedings, which may arise therefrom.**

1. In the event of cofinancing, the EU-contribution must normally be entered as a lump sum in euro. [↑](#footnote-ref-1)