

VOLUME 2
SECTION 1
CONTRACT FORM

WORKS CONTRACT FOR EUROPEAN UNION EXTERNAL ACTIONS

NO.

FINANCED FROM THE EU GENERAL BUDGET

Between

Nisporeni District Council Local Public Authority, 2 Ioan Voda Street, Nisporeni, Republic of Moldova,
postal code MD-6401, fiscal code 1007601004788

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: Improvement and development of road infrastructure from cross-border area

CONTRACT TITLE: Construction of road L401(from R10 to Varzaresti Monastery)

Identification number NS01

Whereas the Contracting Authority would like the Contractor to carry out the following works:

Construction of road L401 (from R10 to Varzaresti Monastery): 3,115 km of rehabilitated road consisting of 3 sections of road located in Nisporeni district, with the following technical indicators:

- Technical indicators:
- Road length: 3,115km
- Road category: V
- Number of lanes: two
- Road width sect I: 5.5 m
- Road width sect II: 6.00 m
- Road width sect III: 4,5 m

¹ Where the contracting party is an individual.

² Where applicable.

³ Except where the contracting party is not VAT registered.

- Banquet width: 1 m
- Equipping the branches: 19 buc/m2
- Installation of kerbs: 2400 linear meters
- Construction of sidewalks: 502/m2
- Installation of metal poles with photovoltaic panels -23 pcs
- Construction of container platforms -7 pcs
- Installation of a telephone point with Wi-Fi connectivity

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:
 - (a) the Contract,
 - (b) the Special Conditions,
 - (c) the General Conditions,
 - (d) the breakdown of lump-sum price,
 - (e) the Technical and /or Performance Specifications,
 - (f) the Design Documentation (drawings),
 - (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) EUR <amount>
 - VAT and other taxes EUR 0
 - 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.

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: 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: