

VOLUME 2

**SECTION 1
CONTRACT FORM**

WORKS CONTRACT FOR EUROPEAN UNION EXTERNAL ACTIONS

NO51142 / 15.12.2020.....

FINANCED FROM THE [EU GENERAL BUDGET] [EDF]

Between

Comuna Dumbravita

Dumbravita, Str. Petofi Sandor nr. 31, jud. Timis, Romania

CUI: 4663480

(‘The Contracting Authority’),

of the one part,

and

SC TUBULAR TEHNO SISTEM S.R.L.

J35/1020/1998

Timisoara. Str Martir Dan Carpin nr. 4, sc. A, ap. 1

RO 11074003

(‘the Contractor’)

of the other part,

have agreed as follows:

PROJECT WasteWater II - RORS - 451

CONTRACT TITLE Sewerage system

Identification number 451/DUMBRAVITA/06

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

Construction of

Sewerage system in Dumbravita

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.

- (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) delete if not applicable: [the Bill of Quantities (after arithmetical corrections) and Detailed Breakdown of Prices] [the breakdown of lump-sum price]
 - (e) the Technical and /or Performance Specifications,
 - (f) the Design Documentation (drawings),
 - (g) the tender,
 - (h) 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) RON : 1.337.171,83
 - VAT and other taxes RON : 254.062,65
 - Contract price RON : 1.591.234,48

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 two originals, one original for the Contracting Authority, and one original for the Contractor.

For the Contractor

Name: Elekes Mihai

Title: Administrator

Signature:

Date:



For the Contracting Authority

Name: Horia Grigore Bugarin

Title: Mayor

Signature:

Date:

