

СИСТЕМ СНА ГРАДИТЕЉ ДОО  
Бр. 162  
Дат. 18.06. 2020 год.  
ЛЕСКОВАЦ

VOLUME 2

SECTION 1  
CONTRACT FORM

WORKS CONTRACT FOR EUROPEAN UNION EXTERNAL ACTIONS

NO <Contract number>  
Република Србија  
Општина Лебане  
ОПШТИНСКА УПРАВА

Примљено	18.06.2020	Бројности
№. јед.		
01	400-986	

No RD-02-29-80/16.05.2019

FINANCED FROM THE GENERAL BUDGET OF THE UNION

Between

Municipality of Lebane  
116 Cara Dušana Str.  
16230 Lebane  
Republic of Serbia  
Legal Representative: Ivan Bogdanović, Mayor  
VAT: 102878648

(‘The contracting authority’),

and

Construction and Engineering Company Sistem SNL Graditelj LLC Leskovac  
Limited Liability Company  
Official registration number: 21142140  
Full official address: Strahinjica Bana 8/3, Leskovac, Serbia  
VAT number: 109207770  
(‘the contractor’)

of the one part,

have agreed as follows:

of the other part,

**PROJECT “GREEN CROSS BORDER SETTLEMENTS – A BETTER LEARNING EXPERIENCE”**

Project No. CB007.2.32.192, Contract no: RD-02-29-80/16.05.2019

**CONTRACT TITLE: RECONSTRUCTION OF KINDERGARTEN “DEČJA RADOST”  
LEBANE**

**Identification number: CB007.2.32.192-WORKS-01**

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

1. Energy remediation of the building by replacing the existing exterior worn-out carpentry with a new plastic carpentry with low-emission argon-filled glass.
2. Roof rehabilitation, by replacing the existing worn-out roof cover made of asbestos tiles with a new profiled tin sheet. It is necessary to partially replace the damaged roof structure (rafters and battens) underneath roof cover. Old corroded horizontal and vertical gutters also need to be replaced.

3. Reconstruction of toilets and children's cloakrooms by replacing complete ceramics, sanitary facilities and equipment.
4. Partial replacement of interior wooden worn-out carpentry with new plastic carpentry in toilets and economy block.
5. Repair of damaged slant wooden ceilings in children's rooms by making a suspended ceiling with thermal insulation.

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 technical specifications,
  - (e) the design documentation (drawings),
  - (f) the breakdown of lump-sum price,
  - (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) EUR 73.727.98
  - Contract price EUR Seventy-Three Thousand Seven Hundred Twenty-Seven and 98/100

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.

The Contract shall be exempted from VAT. The European Commission and the Republic of Serbia have agreed in "Framework Agreement between the Republic of Serbia and the European Commission on the arrangements for implementation of union financial assistance to the republic of Serbia under the instrument for precession assistance IPA II)", Article 28 Rules on taxes, customs duties and other fiscal charges, that contractors shall be exempted from VAT.

- (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
2	Duration	Prices cannot be revised
		3 months implementation of works
		Provisional acceptance, after completion of works
		Defects liability period of 30 days, after provisional acceptance
3	Delay	Final acceptance, after expiry of defects liability period
4	Supervisor	0.1% of the contract price for every day of delay
		will be duly appointed by the Contracting Authority in another contract
5	Bank guarantees	Performance guarantees 5%, no prefinancing and retention guarantees
6	Insurances	For damage to 3 <sup>rd</sup> parties, unlimited for bodily injury
		Contractor all risk insurance
		Insurance against accidents at work
		Insurance for soundness of works
7	Payments	
		First Interim payment up to 30%, upon submission of necessary documents regarding First temporary situation ("prvaprivremenasituacija") with approval of Supervisor, as a proof of performed works - min. 1 month from the commencement day
		Second Interim payment up to 40%, upon submission of necessary documents regarding Second temporary situation ("drugaprivremenasituacija") with approval of Supervisor, as a proof of performed works - min. 2 months from the commencement day
		Final payment min. 30% after the positive technical acceptance of works, supervisor approval and issuing of final acceptance - max. 6 months from the commencement day

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

**For the contractor**

Name: Nenad Savic

Title: Director

Signature:

Date: 18.06.2020



**For the contracting authority**

Name: Ivan Bogdanović

Title: Mayor

Signature:

Date:  
18.06.2020

