# E VOLUME 2

# SECTION 1

# CONTRACT FORM

WORKS CONTRACT FOR EUROPEAN UNION EXTERNAL ACTIONS

**NO. 06/2023/012590/08/8**

**FINANCED FROM THE AICS**

Between

Movimento per la Lotta contro la Fame nel Mondo – MLFM

Postal address: KK136St, Nyarugunga, Kicukiro, Kigali.

Town: Kigali

Postal Code: NA

E-mail: selezione@mlfm.it

(“The contracting authority”),

of the one part,

and

<Full official name of contractor>

[<Legal status/title>][[1]](#footnote-1)

[<Official registration number>][[2]](#footnote-2)

<Full official address>

[<VAT number>][[3]](#footnote-3),

(“the contractor”)

of the other part,

have agreed as follows:

**PROJECT** **<** Amazi mesa (acqua pulita) – Progetto per il rafforzamento dell’accesso all’acqua potabile e all’igiene per la popolazione rurale ruandese**>**

**CONTRACT TITLE <Aqueducts Works>**

**Identification number <06/2023/012590/08/8>**

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

**Construction of**

Contruction of 2 aqueducts in Gatsibo District

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:

1. the contract,
2. the special conditions,
3. the general conditions,
4. breakdown of prices and the breakdown of lump-sum price hybrid,
5. the technical and/or performance specifications,
6. the design documentation (drawings),
7. the tender Appendix to be used only by NEAR only in FIDIC contracts
8. 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

**The EU component EUR[[4]](#footnote-4)**

- VAT and other taxes [EUR]

- Contract price [EUR]

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, For direct management*.* one original for the contracting authority, one original for the European Commission, and one original for the contractor.

|  |  |  |  |
| --- | --- | --- | --- |
| **For the contractor** | | **For the contracting authority** | |
| Name: |  | Name: |  |
| Title: |  | Title: |  |
| Signature: |  | Signature: |  |
| Date: |  | Date: |  |

1. Where the contracting party is an individual. [↑](#footnote-ref-1)
2. Where applicable. [↑](#footnote-ref-2)
3. Except where the contracting party is not VAT registered. [↑](#footnote-ref-3)
4. In the event of cofinancing, the EU-contribution must normally be entered as a lump sum in euro. [↑](#footnote-ref-4)