Dir.01/

WORKS CONTRACT

**FINANCED FROM THE xxxxxxx**

Between

CIHEAM Bari – Mediterranean Agronomic Institute of Bari,

Via Ceglie 9 70010 Valenzano (BA) - Italy

(‘The contracting authority’),

of the one part,

and

<Full official name of the 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** **<**title and reference in the financing agreement/decision**>**

**CONTRACT TITLE <contract title>**

**Identification number <publication reference>**

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

**Construction of** <…>

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. the technical and/or performance specifications,
5. the design documentation (drawings),
6. the breakdown of lump-sum price,
7. the tender,
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 <amount>

- VAT and other taxes EUR <amount>

- 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.

(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 | 49 |
|  |  | Prices cannot be revised | 48 |
| 2 | Duration | <…> months implementation of works | 34 |
|  |  | Provisional acceptance, after completion of works | 60 |
|  |  | Defects liability period of 365 days, after provisional acceptance | 61 |
|  |  | Final acceptance, after expiry of defects liability period | 62 |
| 3 | Delay | 0.1% of the contract price for every day of delay | 36 |
| 4 | Supervisor | <….> | 5 |
| 5 | Bank guarantees | no performance, prefinancing and retention guarantees | 15, 46, 47 |
| 6 | Insurances | For damage to 3rd parties, unlimited for bodily injury | 16 |
|  |  | Contractor all risk insurance | 16 |
|  |  | Insurance against accidents at work | 16 |
|  |  | Insurance for soundness of works | 16 |
| 7 | Payments | lump sum advance for 20% of the original contract price, after conclusion of the contract | 46 |
|  |  | Interim payment for <…>% of the contract price, after completion of <phase/percentage of quantities, cf. 49 SC> | 49, 50 |
|  |  | Interim payment for <…>% of the contract price, after completion of <phase/percentage of quantities, cf. 49 SC> | 49, 50 |
|  |  | …. |  |
|  |  | Retention money for 10% of the contract price, after signed final statement of account | 47, 49 |

(**6)** Other specific conditions applying to the contract

The following conditions to the contract shall apply: <...>

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** | | **For the contracting authority** | |
| Name: |  | Name: | Biagio Di Terlizzi |
| Title: |  | Title: | CIHEAM Bari Director |
| Signature: |  | Signature: |  |
| Date: |  | Date: |  |

**SPECIAL CONDITIONS**

**CONTENTS**

These conditions amplify and supplement the general conditions governing the contract. Unless the special conditions provide otherwise, the general conditions remain fully applicable. The numbering of the articles of the special conditions is not consecutive but follows the numbering of the general conditions. Other special conditions should be indicated afterwards.

Article 2 Language of the contract

2.1 The language used shall be English.

**Article 4 Communication**

4.1 For any communication, please contact:

* CIHEAM Bari contact person: xxxxxx
* Contractor: xxxxxx

4.2 N.A..

**Article 5 Supervisor and supervisor’s representative**

5.2 The supervisor of the activities related to this contract is:xxxxxx

5.4 <Specify the practical arrangements for administrative orders.>

**Article 7 Subcontracting**

Subcontracting is not allowed.

**Article 9 Access to the site**

9.1 The contractor is obliged to give the supervisor free access to its sites, factories, workshops, etc., in the performance of his duties.

All correspondence between the contractor and the contracting authority or supervisor must be sent at the following official addresses:

<Enter official address.>

**Article 12 General obligations**

12.9 N.A.

**Article 15 Performance guarantee**

15.1 By derogation to Article 15 of the general conditions, no performance guarantee is required under this contract.

**Article 16 Liabilities and insurance**

16.1 a) By way of derogation from Article 16.1, a) paragraph 2, of the general conditions, compensation for damage to the works resulting from the contractor's liability in respect of the contracting authority is capped at an amount equal to the contract value.

16.1 b) By way of derogation from Article 16.1, b), paragraph 2, of the general conditions, compensation for damage resulting from the contractor's liability in respect of the contracting authority is capped at an amount equal to the contract value.

**Article 17 Programme of implementation of tasks**

17.1 The contractor shall provide the supervisor with a simplified programme of implementation of the tasks. This programme shall include at least the order and time limits in which the contractor proposes to carry out the works, and shall be based on the tranches foreseen in Article 49.1 of the special conditions.

17.2. N.A.

**Article 21 Exceptional risks**

21.4 <Specify any potential exceptional weather conditions.>

**Article 34 Period of implementation of tasks**

34.1 <Specify the period(s) of implementation of tasks: number of months in figures and words>

**Article 36 Delays in the implementation of tasks**

36.1 The rate of liquidated damages for delays in the completion of works shall be 0.1% of the contract price for every day or part thereof which elapses between the end of the period of implementation of tasks and the actual date of completion, up to a maximum amount of 10 % of the contract price or, if the contract is subdivided into phases, 10 % of the price of the phase concerned.

**Article 39 Work register**

39.1 <Specify if a work register is not required. If required, specify the practical details.>

39.2 <Specify the technical rules for drawing up statements.>

**Article 40 Origin and quality of works and materials**

40.1 All goods purchased and materials under the contract may originate in any country.

For these purposes, ‘origin’ means the place where the goods are mined, grown, produced or manufactured and/or from which services are provided.

40.2 The works and the objects, appliances, equipment or materials used in their construction must comply with:

(\*) the following specifications <specify the specifications.>

(\*) the requirements of <specify the technical document(s) containing these requirements.>

40.3 <Specify whether preliminary technical acceptance is necessary and the conditions governing its implementation.>

**Article 43 Ownership of plant and materials**

43.2 The equipment, temporary structures, plant and materials on the site shall for the duration of the execution of the works, be vested in the contracting authority.

**Article 44: General principles for payments**

44.1 Payments shall be made in euro.

44.2 N.A.

44.3 By derogation to Article 44.3.a), pre-financing payment to the contractor for the lump-sum advance shall be made within 60 days.

**Article 46 Pre-financing**

46.1 The only pre-financing granted to the contractor, is the lump sum advance referred to in Article 46.1(a).

46.2 By derogation to Article 46.2 of the general conditions, the lump sum advance referred to in Article 46.1(a) shall be 20% of the original contract price.

**Article 47 Retention monies**

47.1 The sum retained to guarantee implementation of the contractor’s obligations during the defects liability period is 10 % of the contract price. By derogation to Article 47.1 of the general conditions, that money is not retained from interim payments. The tranches laid down in Article 49.1 of these special conditions are determined so that the retention sum amounts to 10% of the contract price at the moment of the certificate of provisional acceptance.

47.2 By derogation to Article 47.2 of the general conditions, the retention sums cannot be substituted by a retention guarantee.

**Article 48 Price revision**

48.1 Prices are fixed and shall not be revised.

**Article 49 Measurement**

49.1 This is a lump‑sum contract.

Under the conditions imposed by the special conditions and general conditions, the amounts due shall be calculated through the following tranches, expressed as percentage of the contract price:

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Percentage** | **Nature** | **Timing** |
| 1. | 20% | Lump-sum advance of Article 46.1(a) | After conclusion of the contract |
| 2. | …% | Interim payment of Article 50 | for example: After completion of <to be determined phase in construction> **or**  for example: After completion of <to be determined percentage> of the firm quantities for which the contractor submitted its all-in price.  [When determining the % of the interim payment, take account that 1) the 20% pre-financing is not repaid through each interim payment and 2) the 10% retention sum is neither deducted from each interim payment: the interim payment tranches should hence be determined in such a way as to implicitly recuperate the 20% pre-financings, while keeping 10% unpaid after provisional acceptance]. |
| 4. | …% | Interim payment of Article 50 | [as above] |
| … | …% | Interim payment of Article 50 | After issuing of the certificate of provisional acceptance |
| <last> | 10% | Retention money of Article 47 | Within 45 days of the issuing of the signed final statement of account |

**Article 50 Interim payments**

50.7 The interim payments will be paid as determined in Article 49.1 of these special conditions.

**Article 61 Defects liability**

61.1 The defects liability period is defined as the period commencing on 20/12/2025 until 20/03/2026 (or 90 days from work completion), during which the contractor is required to make good any effect in, or damage to, any part of the work which may appear or occur during this period as notify by the contracting authority. The rights and obligations of the parties with regard to this defects liability period are laid down in Article 61 of the general conditions.

**Article 68 Dispute settlement**

68.4 Any disputes arising out of or relating to this contract which cannot be settled otherwise shall be settled by way of arbitration, under article 19 of the Supplementary Agreement signed in Rome on March 18, 1999, between the CIHEAM and the Government of the Italian Republic, relevant to the privileges and immunities of CIHEAM in Italy, ratified by the law no.159 of May 26, 2000. Any disputes will be settled in English language.

**Article 72 Data protection**

72.1. Processing of personal data related to the implementation of the contract by the contracting authority takes place in accordance with the national legislation of the state of the contracting authority and with the provisions of the respective financing agreement.

72.2. To the extent that the contract covers an action financed by the European Union, the Contracting Authority may share communications related to the implementation of the contract, with the European Commission. These exchanges shall be made to the Commission, solely for the purpose of allowing the latter to exercise its rights and obligations under the applicable legislative framework and under the financing agreement with the Partner country – contracting authority. The exchanges may involve transfers of personal data (such as names, contact details, signatures and CVs) of natural persons involved in the implementation of the contract (such as contractors, staff, experts, trainees, subcontractors, insurers, guarantors, auditors and legal counsel). In cases where the contractor is processing personal data in the context of the implementation of the contract, he/she shall accordingly inform the data subjects of the possible transmission of their data to the Commission. When personal data is transmitted to the Commission, the latter processes them in accordance with Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC[[4]](#footnote-4) and as detailed in the specific privacy statement published at ePRAG.

\* \* \*

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. OJ L 205 of 21.11.2018, p. 39 [↑](#footnote-ref-4)