# E VOLUME 2

# SECTION 1

# CONTRACT FORM

WORKS CONTRACT FOR EUROPEAN UNION EXTERNAL ACTIONS

**NO. OECS/BioSPACE/2024/WRK\_03**

**FINANCED FROM THE EDF**

Between

The Organisation of Eastern Caribbean States (“the Client”) an International Organisation established by the Treaty of Basseterre, 1981 and continued under the Revised Treaty of Basseterre establishing the Organisation of Eastern Caribbean States Economic Union with headquarters situated at Morne Fortuné in the Quarter of Castries, in the State of Saint Lucia (hereinafter referred to interchangeably as the “OECS”) acting herein and represented by Dr. Didacus Jules, Director General (‘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**

Support Programme for ACP Small Island Developing States (SIDS) and Coastal Countries (SPASC), Results 1 and 2 (FED/2019/410-404)

**CONTRACT TITLE**

**Climate Change Resilience works in Antigua and Barbuda, Montserrat and Saint Vincent and the Grenadines**

**Identification number** OECS/BioSPACE/2024/WRK\_03

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

**Construction of**

* Lot 1: Visitor Center for the Body Ponds Conservation Area in Antigua and Barbuda;
* Lot 2: Artificial reefs in Montserrat to increase biodiversity in the marine and coastal environment; and
* Lot 3: Rehabilitation of the Bequia Fish Market in Saint Vincent and the Grenadines.

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 bill of quantities (after arithmetical corrections) and detailed breakdown of prices
5. the technical and/or performance specifications,
6. the design documentation (drawings),
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.

For the purpose of Article 72 of the general conditions, for the part of the data transferred by the contracting authority to the European Commission:

(a) the controller for the processing of personal data carried out within the Commission is

the head of legal affairs unit of DG International Partnerships.

(b) the data protection notice is available at <https://wikis.ec.europa.eu/display/ExactExternalWiki/Annexes>.

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.

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| --- | --- | --- | --- |
| **For the contractor** | | **For the contracting authority** | |
| Name: |  | Name: | Didacus Jules, PhD |
| Title: |  | Title: | Director General |
| 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)