EUROPEAN UNION

Interreg - IPA CBC
Bulgaria - Turkey
PARTNERSHIP

VOLUME 2

SECTION 1
CONTRACT FORM

WORKS CONTRACT FOR EUROPEAN UNION EXTERNAL ACTIONS

NO CB005.1.12.149 /PP1/WORKS/1

FINANCED FROM THE [EU GENERAL BUDGET]

Between

Pınarhisar Municipality
– Cumhuriyet Meydanı No:28 Pınarhisar / KIRKLARELİ

('The Contracting Authority'),

of the one part,

and

Arşimet İnşaat Turizm Gıda Sanayi ve Ticaret Limited Şirketi
Karadeniz Mahallesi, Tura Sokak No:39/3,
Süleymanpaşa, Tekirdağ / TURKEY
V.A.T.: 0850 381 767

('the Contractor')

of the other part,

have agreed as follows:

PROJECT < GREEN: Growth, Responsibility, partnErship, Ecology, Nature - РД-02-29-45/20.03.2017 / CB005.1.12.149 >

CONTRACT TITLE < CONSTRUCTION OF AN ECOLOGICAL CENTER IN PINARHISAR >

Identification number : CB005.1.12.149 /PP1/WORKS/1

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

Construction of

The subject of the contract is construction, supply, delivery, installation and maintenance of an ecological center in Pınarhisar. Construction works will take place in Pinarhisar, Ortadistrict, 153 city block 18 and 30 parcels, with a total surface area 19073 m2. They consist of: (1) Construction of the "Ecological Center" building. The building will be

entirely constructed of wood. It is 14 m in length and 4.56 m in width. The total build up area is 136.8 m2 (including 63.84 m2 veranda). (2) Placement of 10 square wooden gazebos in the area around the "Ecological Center". (3) Landscape architecture in the area around the "Ecological Center". After the construction works, the "Ecological Center" will house 3 different eco-clubs for training in sustainable development across border: "Eco-academy"; "Green Gold of Strandzha" and "Eco-patrols". The outside area around the "Ecological Center" can also be used for various "green" purposes, e.g. improvement of human-nature relationship, birdwatching, nature photography, etc. The procedure is part of implementation of project РД-02-29-45/20.03.2017 / CB005.1.12.149 , "GREEN: Growth, Responsibility, partnErship, Ecology, Nature "-

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 Bill of Quantities (after arithmetical corrections) and Detailed Breakdown of Prices]
(e) the Technical and /or Performance Specifications,
(f) the Design Documentation (drawings),
(g) the tender [with appendix],
(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) : 114.884,30 Euro
- VAT and other taxes [EUR] <0,00>
- Contract price 114.884,30 Euro < One Hundred and Fourteen Thousand and EightHundred and Eighty Four Euro Thirty Cent-

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:

ARŞİMET İNŞAAT TURİZM GIDA
SAN. VE TİC. LTD. ŞTİ.
Karadeniz Mah. Tura Sk. No: 39/3
Süleymanpaşa / TEKİRDAĞ
Tel: 0 537 436 [illegible] 70 - Fax: 0 282 262 22 95
S.Paşa V.D. 0850 381 767

Title:

Signature:

Date: 27.11.2017

For the Contracting Authority

Name: Municipality of Pınarhisar

Mustafa CİNGÖZ
Title: Mayor

Signature:

T.C. PINARHISAR BELEDİYESİ 1923

Date: 27.11.2017