



EUROPEAN UNION

Interreg - IPA CBC
Bulgaria - Turkey
PARTNERSHIP



VOLUME 2

SECTION 3 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 Any written communication relating to this Contract between the Contracting Authority and/or the Project Manager, on the one hand, and the Contractor on the other must state the Contract title and identification number, and must be sent by post, fax, e-mail or by hand.

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Pınarhisar Municipality
Cumhuriyet Meydanı No:28 Pınarhisar / KIRKLARELİ
Pınarhisar Municipality/ Kirklareli, Turkey

For the Contractor:

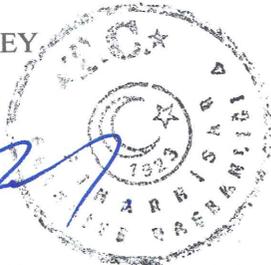
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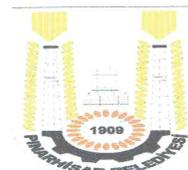




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Article 5 Supervisor and Supervisor's representative

- 5.2 The construction site supervisor and its representatives will be assigned by the Contracting Authority with another contract.
- 5.3 The site supervisor and its representatives have the powers and responsibilities described in the Turkish Construction Law.
- 5.4 Instructions and/or orders issued in writing by the Supervisor shall be made in the compliance with Turkish Construction Law

Article 7 Subcontracting

In the selection of subcontractors, the Contractor will give preference to natural persons, companies or firms of ACP States capable of implementing the tasks required on similar terms.

Article 8 Documents to be provided

- 8.1 Within 10 days of the signing of the contract, the Contracting Authority in Supervisor's (and Designer's) presents shall provide the Contractor, free of charge, with a copy of the drawings prepared for the implementation of the contract and a copy of the specifications and other contract documents. Upon the issue of the final acceptance, the Contractor shall return to the Contracting Authority all drawings, specifications and other contract documents.

Article 9 Access to the site

- 9.1 The Contracting Authority shall, in 30 days of contract signature and in conformity with the progress of the works, place the site and access thereto at the disposal of the Contractor in accordance with the approved programme of implementation of tasks and in conformity with national legislation (Construction Law of Turkey). The Contractor is obliged to give to representatives of the Contracting Authority, Site supervisor, Ministry of Regional Development of the Republic in Bulgaria, JS of the Interreg Bulgaria – Turkey CBC Programme 2014-2020, other EU, state, regional and local authorities, which are authorised by international agreements, Turkish law or other administrative act to inspect the site, free access to the site of construction, factories, workshops, etc. on the site, and generally assist them in the performance of their duties

Article 12 General Obligations

- 12.1 The Contractor shall take the necessary measures to ensure the visibility of the European Union financing or co-financing. These measures must comply with the rules in the Communication and Visibility Manual for EU External Actions published by the European Commission: http://ec.europa.eu/europeaid/work/visibility/index_en.htm.

The contractor is obliged to place a temporary information board during the construction process and a permanent information board at the end of the construction process at the site of the construction. The two boards should comply with its minimum obligation toward visibility laid down in the Visibility Guidelines of the IPA Bulgaria-Turkey CBC Program, which are published on <https://www.ipacbc-bgtr.eu/>



Article 15 Performance guarantee

- 15.1 The amount of the performance guarantee will be %5 of the amount of the Contract and any addenda thereto.
- 15.2 Within 60 days after the deliverance of the certificate of provisional acceptance according to article 60.1 and the completion of any outstanding work or reservation, 100 % of the amount of the performance guarantee may be released.

Article 16 Liabilities and Insurance

- 16.1 —No derogation from General conditions

Article 17 Programme of implementation of tasks

No derogation from General conditions.

If there is a change in the work programme submitted as part of the offer, the Contractor shall provide the Supervisor and the Contracting authority with a new programme of implementation of the tasks, broken down by activity and by month within 3 days of finding a necessity to update the programme. By derogation from article 17.1, b) no drawings are to be submitted on behalf of the Contractor.

Article 19 Contractor's drawings and execution studies

- 19.1 Not applicable

Article 20 Sufficiency of tender prices

No derogation from General conditions

Article 21 Exceptional risks

- 21.1 No derogation from General conditions

Article 24 Interference with traffic

- 24.1 No derogation from General conditions

Article 27 Demolished materials

- 27.2 Demolition materials become the property of the Contracting Authority.
- 27.4 The Contractor shall take ~~all the~~ necessary precautions to ensure that these materials are preserved. It shall be liable for any destruction of, or damage to, such materials or articles caused by it or its agents.



Article 29 Temporary works

29.2 No derogation from General conditions

Article 34 Period of implementation of tasks

34.1 All the works and tasks will be finished in 12 (twelve) months after the date of signing of the contract.

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 The work register is not required.

Article 40 Origin and quality of works and materials

40.1 All goods purchased under the Contract must originate in any eligible source country as defined in Project Implementation Manual of INTERREG CBC programme Bulgaria - Turkey. However, the goods to be purchased may originate from any country, whenever the total price of the estimated quantity of those goods, as reflected in a separate item of the Breakdown of the Lump-sum Price (Volume 4.2.3) is below 100.000 €. A category of similar goods to be purchased shall not be broken down over more than 1 item of the Breakdown of the Lump-sum Price (Volume 4.2.3)

For these purposes, 'origin' means the place where the goods are mined, grown, produced or manufactured and/or from which services are provided. The origin of the goods must be determined according to the EU Customs Code or the applicable international agreement.

When importing goods, any change in the specified origin must be pointed out to the project Supervisor and Contracting Authority approved by them.

40.2 The works and the objects, appliances, equipment or materials used in their construction must comply with: Turkish standards and codes and the Technical Specifications, volume 3, part of the Contract

Article 41 Inspection and testing

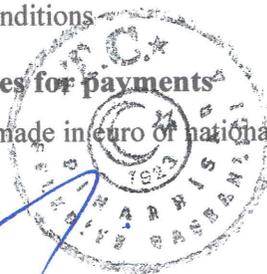
. No derogation from General conditions

Article 43 Ownership of plant and materials

43.2 The equipment, temporary structures, plant and materials on the site belong to the Contracting Authority under Article 43 of the General Conditions and the legal instrument(s) used. For other subjects, . No derogation from General conditions

Article 44: General principles for payments

44.1 Payments shall be made in euro or national currency.





44.3 Payments will be authorised and made by Pınarhisar Municipality, Cumhuriyet Meydanı
No:28 Pınarhisar / KIRKLARELİ
Pınarhisar Municipality/ Kirklareli, Turkey

a) By derogation, pre-financing payments shall be made within 30 days of receipt by the Contracting Authority of the Contractor's invoice and the documents referred to in Article 46.3. The date of payment shall be the date on which the paying account is debited.

b) By derogation, payments to the Contractor of the amounts due under each of the interim payment certificates and the final statement of account issued by the Supervisor shall be made within 30 days of such certificate of statement accompanied by the Contractor's invoice being delivered to the Contracting Authority. The date of payment shall be the date on which the paying account is debited.

Article 46 Pre-financing

46.1 The only prefinancing 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.

46.3(c) By derogation to Article 46.3(c) of the General Conditions, no pre-financing guarantee is required.

46.8 The tranches laid down in Article 49.1 of these Special Conditions are determined so that the pre-financing is fully repaid before Provisional Acceptance.

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.

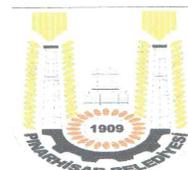
47.2 By derogation to Article 47.2 of the General Conditions, the retention sums cannot be substituted by a retention guarantee.

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.	20%	Interim payment of Article 50	After completion of 40% of the firm quantities for which the Contractor submitted its all-in price.
4.	20%	Interim payment of Article 50	After completion of 60 % of the firm quantities for which the Contractor submitted its all-in price.
5	30%	Interim payment of Article 50	After issuing of the Certificate of provisional acceptance (according to applicable national legislation for construction works).
6.	10%	Retention money of Article 47	Within 45 days of the issuing of the signed Final statement of account (according to applicable national legislation for construction works).

Article 50 Interim payments

50.7 The interim payments will be paid as determined in Article 49.1 of these General Conditions.

Article 51 Final statement of account

51.1 The Contractor shall, submit to the Supervisor a draft final statement of account when it applies for the provisional acceptance certificate. In order to enable the Supervisor to prepare the final statement of account, the draft final statement of account is submitted with supporting documents showing in detail the value of the work done in accordance with the contract and all further sums which the Contractor considers to be due to it under the contract.

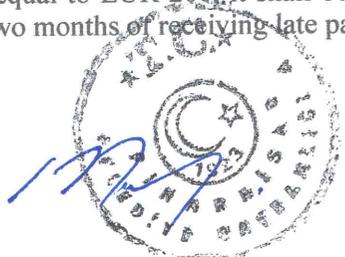
51.2 Within 30 days from issuing the certificate of final acceptance referred to in article 62, the Supervisor shall prepare and signed the final statement of account.

No derogation from General conditions

Article 53 Delayed payments

53.1 By derogation from Article 53.1 of the General Conditions, once the time-limit referred Article 44.3 has expired, the Contractor shall be entitled to late-payment interest at the rate and for the period mentioned in the General Conditions.

However, when the interest calculated in accordance with the first subparagraph is lower than or equal to EUR 200, it shall be paid to the creditor only upon a demand submitted within two months of receiving late payment]





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Article 59 Partial acceptance

59.3 The defects liability period provided for in Article 61 shall run from the date of such partial provisional acceptance.

No derogation from General conditions

Article 60 Provisional acceptance

60.1 No derogation from General conditions

In complement to article 60.1 of the General Conditions the works shall be taken over by the Contracting Authority when a handover report as per Turkish legislation is provided from the Contractor to the Contracting Authority.

Article 61 Defects liability

61.1 The defects liability period is defined as the period commencing on the date of provisional acceptance, 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 Supervisor or 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.

61.2 The defects liability period shall be up to 180 days. The defects liability period shall commence on the date of provisional acceptance.

Article 68 Dispute settlement

68.1 Any dispute arising out of or relating to this Contract which cannot be settled otherwise shall be referred to the exclusive jurisdiction of Kırklareli Courts in accordance with the national legislation of the state of the Contracting Authority.

Article 72 Data Protection

Not applicable.

Article 73 Further additional clauses

Not applicable

For the Contractor

Name:

Title:

Signature:

Date:

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S.Paşa V.D. 0850 381 757



For the Contracting Authority

Name: Municipality of Pınarhisar

Title: Mustafa CİNGÖZ, Mayor

Signature:

Date: