**DRAFT CONTRACT**

**SERVICE CONTRACT FOR EUROPEAN UNION EXTERNAL ACTIONS**

**No** <Contract number>

**financed from the general budget of the Union**

**Keshan Chamber of Commerce and Industry**

Address: Yukari Zaferiye Mah., Pasayigit Cad. No 58, 22900

Keşan, Edirne, TURKEY

Registration No: 35324842

Represented by İsmail ŞAPÇI, Chairman of the Board

(‘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**

**“Cross- Thrace Connection"**

(CB005.2.21.063)

**And “Regional Tourist Brand for Sustainable Tourism”**

(CB005.2.23.070)

**CONTRACT TITLE**

**Providing service for “Organization of events”**

**Identification number 063 - 070 SERV – KTSO- 01**

(1) Subject

1.1 The subject of this contract is “Organization of events” done in Keshan, Edirne, Turkey with identification number 063 - 070 SERV – KTSO- 01 (‘the services’).

1.2 The contractor shall execute the tasks assigned to him in accordance with the terms of reference annexed to the contract (Annex II)

(2) Contract value

This contract, established in Euro, is a global price contract. The contract value is **………………….EUR**

(3) Order of precedence of contract documents

The following documents shall be deemed to form and be read and construed as part of this contract, in the following order of precedence:

* the contract agreement;
* the special conditions
* the general conditions (Annex I);
* the terms of reference [including clarification before the deadline for submitting tenders] (Annex II)
* the organisation and methodology [including clarification from the tenderer provided during tender evaluation] (Annex III);
* Budget (Annex IV);
* Other relevant forms and documents (Annex V);

**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.**

(4) Language of the contract

The language of the contract and of all written communications between the contractor and the contracting authority and/or the project manager shall be English.

(5) Other specific conditions applying to the contract

Not applicable

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: | İsmail ŞAPÇI |
| Title: |  | Title: | Chairman |
| Signature: |  | Signature: |  |
| Date: |  | Date: |  |

**SPECIAL CONDITIONS**

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. Exceptionally, and with the approval of the competent European Commission departments, other clauses can be indicated to cover particular situations.

**Article 2 Communications**

2.1 The communication between the Contractor and the Contracting Authority shall be in written:

**Contact details for the Contracting Authority:** **Contract details for the Contractor:**

Mr. Tahir DEMİREL Contact person.....................................

Project manager Title…………………………………..

Yukarı Zaferiye Mah., Paşayiğit Cad. No.58 Adress………………………………..

Keşan, Edirne, Turkey ……………………………………….

kesantso@tobb.org.tr Email…………………………………

All written communication (incl. submission of the project reports) must state the Contract title and identification number, and must be sent by post, fax or by hand to the Contracting Authority on the abovementioned address. The Head of the Contracting Authority is responsible for approving the project reports and presenting the official written position of the Contracting Authority.

2.2 An electronic system will be used by the contracting authority and the contractor for all stages of implementation including, inter alia, management of the contract (amendments and administrative orders), reporting (including reporting on results) and payments. The contractor will be required to register in and use the appropriate electronic exchange system to allow for the e-management of the contract. With regard to interim and final reports, if they are required according to Article 26 or to the terms of reference, the contractor will be expected to use the forms in the electronic system for encoding and submitting the reports.

The electronic management of the contract through the aforementioned system may commence on the date on which implementation of the contract starts, as described in Article 19 below, or at a later date. In the latter case, the contracting authority will inform the contractor in writing that he will be required to use the electronic system for all communications within a maximum period of 3 months.

**Article 4 Subcontracting**

4.9 [No derogation of the General Conditions

**Article 7 General obligations**

7.8 The Contractor should strictly follow the requirements and rules for visibility, laid down in the Communication and Visibility Manual for EU External Actions published by the European Commission, when preparing the reports, acceptance certificates and other supporting documentation, connected with this contract.

**Article 12 - Liabilities**

No derogation of the General Conditions

**Article 26 Interim and final reports**

The contractor shall submit progress reports as specified in the terms of reference.

**Article 27 Approval of reports and documents**

27.5 The acceptance certificates and supporting documents shall be approved and signed by the Contracting Authority.

**Article 28 Expenditure verification**

28.2 By derogation from article 28 the verification will be made by the contracting authority and all references to an expenditure verification report will not be applicable.

**Article 29 Payment and interest on late payment**

29.1 Payments will be made in accordance with the following the option:

The Contracting Authority will pay to the contractor the services in the amount indicated in **Annex IV Budget** of this contract document. Each separate event, described in Annex II “Terms of reference”, will be paid after its execution and reporting to the Contracting Authority by submitting an acceptance certificate, containing description of the outputs, lists of participants in the events for each day of event, photos and an invoice.

No advance payment will be made.

By derogation, the payments to the contractor of the amounts due under interim and final payments shall be made within 90 days after receipt by the contracting authority of an invoice and of the reports, subject to approval of those reports in accordance with Article 27 of the general conditions.

29.3 By derogation from Article 29.3 of the general conditions, once the deadline set in Article 29.1 has expired, the contractor will, upon demand, be entitled to late-payment interest at the rate and for the period mentioned in the general conditions submitted The demand must be submitted within two months of receiving late payment.

29.5 Payments will be made in Euro in accordance with Articles 20.6 and 29.4 of the general conditions into the bank account notified by the contractor to the contracting authority.

**Article 30 Financial guarantee**

30.1 By derogation from article 30 of the general conditions, no pre-financing guarantee is required.

**Article 40 Settlement of disputes**

40.4 Any disputes arising out of or relating to this contract which cannot be settled otherwise shall be referred to the exclusive jurisdiction of the respective court applying the national legislation of the contracting authority.

**Article 42 Data protection**

No derogation of the General Conditions

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1. Where the contracting party is an individual. [↑](#footnote-ref-1)
2. Where applicable. For individuals, mention their ID card, passport or equivalent document number. [↑](#footnote-ref-2)
3. Except where the contracting party is not VAT registered. [↑](#footnote-ref-3)