# VOLUME 2

# SECTION 1

# CONTRACT FORM

**WORKS CONTRACT FOR EUROPEAN UNION EXTERNAL ACTIONS**

**No** CB005.2.21.006.PP2.WORKS.C2.01.01

**FINANCED FROM THE GENERAL BUDGET OF THE UNION**

Between

**Kirklareli Provincial Special Administration**

Karakaş Mahallesi 100.Yıl Caddesi,

Kırklareli İl Özel İdaresi Binası Proje Ofisi Kat:2

Merkez, Kirklareli/Turkey

(‘The contracting authority’),

of the one part,

and

<Full official name of the contractor>

[<Legal status/title>][[1]](#footnote-0)

[<Official registration number>][[2]](#footnote-1)

<Full official address>

[<VAT number>],[[3]](#footnote-2)

(‘the contractor’)

of the other part,

have agreed as follows:

**PROJECT “Promote and Affect Tourism through History (PATH)”**

**CONTRACT TITLE “Small-scale construction: Rehabilitation and Construction Works in Hamdibey Village”**

**Identification number: CB005.2.21.006.PP2.WORKS.C2.01.01**

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

**Construction of Rehabilitation and Construction Works (pavements, landscaping, signboards, viewing platform etc.) in Hamdibey Village** 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>

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 not 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 | 6 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 | Will be ensured by the CA | 5 |
| 5 | Bank guarantees | 6 % performance guarantee  20 % pre-financing guarantee | 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 |  | 46 |
|  |  | Interim payment based on the first progress payment report (merit report) after completion of 40 % of the quantities, cf. 49 SC | 49, 50 |
|  |  | Interim payment based on the second progress payment report (merit report) after completion of 80 % of the quantities, cf. 49 SC | 49, 50 |
|  |  | Final payment for 20% of the contract price, after completion of 100 % of the quantities, and after completion & delivery of work documents are signed by contracting CA and Tenderer cf. 49 SC | 49, 50 |

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: |  |
| Title: |  | Title: |  |
| Signature: |  | Signature: |  |
| Date: |  | Date: |  |

1. Where the contracting party is an individual. [↑](#footnote-ref-0)
2. Where applicable. [↑](#footnote-ref-1)
3. Except where the contracting party is not VAT registered. [↑](#footnote-ref-2)