SPECIAL CONDITIONS FOR EUROPEAN UNION EXTERNAL ACTIONS

CONTENTS

These conditions amplify and supplement the general conditions governing the contract. Unless the special conditions provide otherwise, those general conditions remain fully applicable. The numbering of the articles of the special conditions is not consecutive but follows the numbering of the articles of the general conditions. Exceptionally, and with the approval of the competent European Commission departments, other clauses can be indicated to cover particular situations.

The subject of the contract shall be:

1.1 The subject of the contract shall be: the supply, delivery, testing, siting and installation, commissioning, trainings and warranty services of the following supplies.

Lot 2- Traffic Management System Equipment

Item	Description	Quantity	Delivery to (DDP) [4]	Implementation period
2.1	Passenger Counting Sensor	1250	Mersin Büyükşehir Belediyesi, Mertelkom Veri ve Teknoloji Merkezi, Demirtaş Mah., 77081. Sk., No:1, 33090 Toroslar/Mersin	90 days
2.2	Mobile Network Video Recorder (MNVR)	668		

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 main conditions;
- the special conditions;
- the general conditions (Annex I);
- the technical specifications (Annex II [including clarifications before the deadline for submission of tenders];
- the technical offer (Annex III including clarifications from the tenderer provided during tender evaluation);
- the budget breakdown (Annex IV);
- specified forms and other relevant 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.

Article 2 Language of the contract

2.1 The language used shall be English.

Article 4 Communications

4.1 Communication details

4.4 Communication via electronic exchange system (EES)

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.

After the entry into force of this contract, at any time during its course the contracting authority may formally notify in writing the contractor that certain communications will be made by electronic means through the EU Funding & Tenders Portal (the Portal), in accordance with the Portal Terms and Conditions and using the forms and templates provided there. The Portal can be accessed via the following URL: https://ec.europa.eu/info/funding-tenders/opportunities/portal/ The notification shall indicate whether all or only certain communications under the contract will take place through the Portal. The notification shall have full legal effect from the date specified therein, which shall allow a reasonable period of time for the contractor to complete all necessary steps to have access to the Portal. The activation of the use of the Portal shall be at no additional cost for the contracting authority.

If the use of the Portal is activated, any communication covered by the activation notification related to the implementation of this contract shall be made through the Portal (except if explicitly instructed otherwise by the contracting authority or if communication via the Portal is hindered by factors beyond the control of the parties).

Communications by contractors through the Portal must be made by persons authorised according to the Portal Terms and Conditions. For naming the authorised persons to use the Portal, each contractor must designate before the date of effect of the activation notification a 'legal entity appointed representative (LEAR)'. The role and tasks of the LEAR are stipulated in their appointment letter (see Portal Terms and Conditions).

If the communication via the Portal is hindered, instructions will be provided by the contracting authority by email and may also be published on the Portal.

During the course of the contract, the contracting authority reserve(s) the right to further extend the coverage of the communications made through the Portal (if its use has been already activated) or to activate the use of other electronic exchange systems, at no additional cost for the contracting authority.

In case of discrepancy between the clauses of the Portal Terms and Conditions or Terms and Conditions of other electronic exchange system and the clauses of this contract, the clauses of this contract (including its annexes) shall prevail.

4.5 & 4.6 Mail or email communication

If communications through the Portal have not been activated or a certain type of communication is not yet supported by the Portal, communications will be sent via email, or, exceptionally, on paper, via mail services, to the following addresses, until communications via the Portal are activated.

For the purpose of this contract, mail or email communications must be sent to the following addresses:

Contracting Authority

Full name: Mr. Adem KOÇ

Full official address: Hakkı Turayliç Caddesi No: 5 B Blok Kat: 10 06490 Emek, Çankaya, Ankara, Türkiye

Telephone: +90 312 203 22 69

Email: euid@uab.gov.tr

Contractor (or leader in the case of a joint tender):

Full name

Function

Company name

Full official address

Email: complete

Article 7 Supply of documents

Documents to be provided by the Contractor are defined in the Technical Specifications. The Contracting Authority shall provide approval of the documents.

Article 8 Assistance with local regulations

Within one month of the commencement of the Contract, the Contractor shall contact the Contracting Authority in order to receive information about the Customs procedures, Tax exemption procedures, stamp or registration duties or any other charge having equivalent effect.

Article 9 General obligations

9.9 The Contractor must take the necessary measures to ensure the visibility and communication of the EU financed project and the impact, and in addition, the financial cooperation between Türkiye and the EU. Such measures must be in accordance with the applicable rules on the visibility of external action laid down and published by the Commission in 2022. These rules are set out in the Communication and Visibility Manual for External Actions available from the EuropeAid website at https://international-partnerships.ec.europa.eu/knowledge-hub/communicating-and-raising-eu-visibility-guidance-external-actions_en.

The contractor must also follow the visibility rules set out in the visibility guideline of the Delegation of the European Union to Türkiye which is available at https://www.eeas.europa.eu/delegations/t%C3%BCrkiye/visibility-guidelines-clarification-2022-guidelines-communicating-and-raising-eu-visibility_en

The content of the label shall minimum comprise the following items as below:



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Article 10 Origin

10.1 All goods purchased must originate in an eligible source country as defined in Regulation (EU) No 236/2014 of the European Parliament and of the Council of 11 March 2014. For these purposes, 'origin' means the place where the goods are mined, grown, produced or manufactured. The origin of the goods must be determined according to the EU Customs Code or to the relevant international agreement applicable.

A certificate of origin for the goods must be provided by the contractor at the latest when it requests provisional acceptance of the goods. Failure to comply with this condition may result in the termination of the contract and/or suspension of payment.

Article 11 Performance guarantee

11.1 The amount of the performance guarantee shall be 10% of the total contract price, including any amounts stipulated in addenda to the contract.

Article 12 Liabilities and insurance

12.2(b), paragraph 2 The Incoterm applicable shall be DDP:

***DDP - Delivered Duty Paid**:* Incoterm which imposes on the seller maximum obligations vis-à-vis transportation and loss risks and damage associated with the goods:
'the seller delivers the goods when the goods are placed at the disposal of the buyer, cleared for import on the arriving means of transport ready for unloading at the named place of destination. The seller bears all the costs and risks involved in bringing the goods to the place of destination and has an obligation to clear the goods not only for export but also for import, to pay any duty for both export and import and to carry out all customs formalities.'[1]
The transfer of risks and costs occurs at the place of unloading of the goods at the agreed place of destination.

Article 13 Programme of implementation of tasks

13.2 The contractor shall submit to the Contracting Authority for approval, copied to Mersin Metropolitan Municipality within 14 days from the date of signature of the Contract, accurate and detailed programme of implementation of tasks as stipulated in Article 13.1 of the General Conditions. The programme should show, latest dates for: completion of

[1] See http://www.iccwbo.org/incoterms/

manufacture, shipping, custom clearance (if applicable), arrival at place of delivery, completion of installation, commissioning and acceptance at the required locations.

The Contracting Authority shall make comments and/or objections concerning the Programme within 7 calendar days of their submission. It shall be considered that all those comments and/or objections are accepted by the contractor, if he should not contradict them in writing, either by registered letter, or fax sent to the Contracting Authority, within 7 calendar days of their receipt. In the absence of any comments and/or objections by the Contracting Authority within 7 calendar days the Programme is deemed to be approved.

Article 15 Sufficiency of tender prices

The price of the supplies shall be that shown on the financial offer (specimen in Annex IV).

Article 18 Delivery order

18.2 The contracting authority shall inform the contractor by delivery order of the date which delivery of the goods/implementation of the tasks shall begin.

Article 19 Period of implementation of the tasks

19.1 The **time limit for delivery** shall be fifteen (15) days before the end of the implementation period.

The **implementation period of tasks** shall be ninety (90) days.

Article 25 Inspection and testing

25.2 The inspection and testing on completion prior to the Provisional Acceptance will take place at the location where the supplies are delivered and tested.

All accidents or mishaps that can occur during inspection and testing due to faulty manufacture and functioning of the supplies shall be responsibility of the contractor.

During the inspection and testing, the required functions and technical performances, according to the technical specifications and the technical documentation shall be verified.

The contractor shall test the functionality of each item. The contractor shall provide documentary evidence of test results to be submitted to the Contracting Authority prior to acceptance.

At least 2 weeks before the inspection and testing, the contractor shall inform the Contracting Authority and Mersin Metropolitan Municipality about the schedule for inspection and testing procedures. Mersin Metropolitan Municipality shall be present and shall follow the whole inspection and testing.

The Contractor shall carry out Tests on Completion / trial operation(s) to confirm proper functioning and required capacity / performance of installed supplies to satisfaction of Mersin Metropolitan Municipality and the Contracting Authority.

No Provisional Acceptance certificate can be issued by the Contacting Authority without supplies passing tests on completion.

The Contracting Authority might execute controls individually and/or by means of experts to be charged by it during any stage of the installation and commissioning. The contractor shall cooperate, provide any documents requested and answer any questions posed during these controls.

Article 26 General principles for payments

26.1 Payments shall be made in euro.

Payments shall be authorised and made by Ministry of Transport and Infrastructure, Directorate General for European Union Affairs and Foreign Relations, Department for European Union Investments, with its office at Hakkı Turayliç Cad. No.5, B Blok, Kat: 10, 06490 Emek Çankaya, Ankara, Türkiye.

26.3 By derogation, the final payment to the contractor of the amounts due shall be made within 90 days after receipt by the contracting authority of an invoice and of the application for the certificate of provisional acceptance.

26.5 In order to obtain payments, the contractor must submit to the authority referred to in paragraph 26.1 above:

a) For the 40% pre-financing, the invoice[1] and the pre-financing guarantee.

b) For the 60 % balance, the invoice(s) and the application for the certificate of provisional acceptance, and if applicable, the certificates of origin for the supplies delivered and Annex V - VAT instructions indicating the group members shares for VAT purposes.

26.10 Any payment may be offset against outstanding debts of any consortium member.

Article 28 Delayed payments

28.2 By derogation from Article 28.2 of the general conditions, once the deadline laid down in Article 26.3 has expired, the contractor shall, upon demand, be entitled to late-payment interest at the rate and for the period mentioned in the general conditions. The demand must be submitted within two months of receiving late payment.

Article 29 Delivery

29.1 The Incoterm applicable shall be DDP[2]

29.3 The packaging shall become the property of the recipient subject to environmental considerations.

29.4 The place of acceptance of the supplies shall be Mersin/ Türkiye.

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[1] The first-prefinancing payment shall not be subject to the receipt of an invoice and no invoice is required. In case the use of the electronic exchange system under Article 4.4 of the special conditions is not activated, the contractor must send an invoice for the pre-financing payment. Otherwise, the first-prefinancing payment shall not be subject to the receipt of an invoice and no invoice is required.

[2] <DDP (Delivered Duty Paid)>- Incoterms 2020 International Chamber of Commerce- http://www.iccwbo.org/incoterms/

29.5/6/7 The documents which have to accompany the delivery include:

a) A detailed packing list identifying the contents of each package.

b) Transport document (e.g. bill of lading, airway bill/CMR/seaway bill, commercial invoice, packaging list, insurance proof/certificate, delivery notes (as applicable) which includes the name and address of the consignor and consignee, the description of the goods to be transported, the quantity for each of the commodities, and the commodity class and rate.

c) Technical documentation/operating instructions and all necessary documents such as operating and maintenance manuals, drawings, material certificates, conformity certificates, certificates of origin, as specified in the Technical Specifications (Annex II).

d) Statement drawn up by the Contractor which must attest that the delivered goods are new, in working order and compliant with all technical specifications of the Tender dossier. This statement must use the following wording:

"<Full official name of Contractor> attests that the delivered goods are new, in working order and compliant with all technical specifications of the Tender dossier."

A copy of signed Statement must be provided to the Contracting Authority.

Each case/package shall be clearly marked on the sides with "Handle with care", "Right side up", etc. together with international symbols according to the different characteristics and requirements for transportation, loading, unloading of the supplies if necessary. In case packing includes waterproof barriers, packages shall bear the mention: "DO NOT OPEN – WATERPROOF BARRIER/ LÜTFEN AÇMAYINIZ – SU YALITIM BARİYERİ" in red characters.

Packages shall identify, through respective markings on the outside and/or possibly in conjunction with an accompanying packing slip, the content of the package. A packing slip in the inside of the package shall identify the content of the package.

The package should bear the following identification:



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Contract Title: Supply of Equipment for Mersin ITS SAP

Identification number: EC-ENEST/ANK/2026/EA-OP/0040

Visibility mark: Supported by the European Union

(Lot number)

(Number and Description of Item in accordance with the Technical Specification)

(Address of the place of delivery)

Article 31 Provisional acceptance

The certificate of provisional acceptance must be issued using the template in Annex C11. The contractor shall deliver to the Contracting Authority, together with the request for provisional acceptance, 3 copies of the Provisional Acceptance Certificate signed by the contractor, as well as the Certificate of Origin for all delivered supplies.

The request for provisional acceptance to the Contracting Authority should take place before the deadline specified in Programme of implementation of tasks. The Provisional Acceptance Certificate shall be issued by the Contracting Authority as stipulated in Article 31 of the General Conditions.

Article 32 Warranty obligations

32.6 The goods shall be accompanied by a warranty pursuant to the provisions of the 07/11/2013 dated and 6502 numbered Turkish Law on Consumer Rights and relevant regulations (if applicable).

The contractor must provide or secure the provision of a reliable warranty guaranteeing maintenance and the parts replenishment for 1 (one) year after provisional acceptance.

Apart from the warranty provided by the contractor, unless stated otherwise in Article 32.7 all the equipment must have at least 2 (two) years of commercial warranty in accordance with the provisions of the 07/11/2013 dated and 6502 numbered Turkish Law on Consumer Rights and relevant regulations.

32.7 The warranty must remain valid for 1 (one) year after provisional acceptance.

Article 33 After-sales service

33.1 After Sales services is not part of this contract. After sales support services and spare parts will be available pursuant to provisions of the 07/11/2013 dated and 6502 numbered Turkish Law on Consumer Rights and relevant regulations (if applicable).

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 Courts of Ankara, Türkiye in accordance with the national legislation of the state of the contracting authority.

Article 44 Data protection

For the purpose of Article 44 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

For DG ENEST the head of contracts and finance unit R4 of DG Neighbourhood and Enlargement Negotiations

(b) the privacy statement is available at https://wikis.ec.europa.eu/display/ExactExternalWiki/Annexes#Annexes-AnnexesA(Ch.2):General]

1. Processing of personal data related to the implementation of the contract by the contracting authority takes place in accordance with the national legislation of the state of the contracting authority and with the provisions of the respective financing agreement.

2. To the extent that the contract covers an action financed by the European Union, the Contracting Authority may share communications related to the implementation of the contract, with the European Commission. These exchanges shall be made to the Commission, solely for the purpose of allowing the latter to exercise its rights and obligations under the applicable legislative framework and under the financing agreement with the Partner country – contracting authority. The exchanges may involve transfers of personal data (such as names, contact details, signatures and CVs) of natural persons involved in the implementation of the contract (such as contractors, personnel, experts, trainees, subcontractors, insurers, guarantors, auditors and legal counsel). In cases where the contractor is processing personal data in the context of the implementation of the contract, he/she shall accordingly inform the data subjects of the possible transmission of their data to the Commission. When personal data is transmitted to the Commission, the latter processes them in accordance with Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC[1] and as detailed in the specific privacy statement published at ePRAG.

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[1] OJ L 205 of 21.11.2018, p. 39