Ref. Ares(2021)2678412 - 21/04/2021

B. DRAFT CONTRACT AND SPECIAL CONDITIONS, INCLUDING ANNEXES

DRAFT CONTRACT

SUPPLY CONTRACT FOR EUROPEAN UNION EXTERNAL ACTIONS

No **TR14SPL102**

FINANCED FROM THE GENERAL BUDGET OF THE UNION

Ministry of Transport and Infrastructure, Directorate General for European Union Affairs and Foreign Relations, Department of European Union Investments, with its office at Hakkı Turayliç Cad. No.5, B Blok, Kat: 10, 06490 Emek, Çankaya, Ankara, Turkey represented for its part by Mr. Erdem DİREKLER, Head of Operating Structure

('The contracting authority'),

of the one part,

and

<Full official name of contractor>
[<Legal status/title>][1]
[<Official registration number>][2]
<Full official address>
[<VAT number>][3], ('the contractor')

of the other part,

have agreed as follows:

PROJECT
CONTRACT TITLE
The measures for struggling with the Covid-19 Pandemia in railway transport

Identification number NEAR/ANK/2021/EA-LOP/0047

Article 1 Subject

1.1 The subject of the contract is the supply, delivery, design, siting and installation, commissioning and training of the following supplies:

[1]Where the contracting party is an individual.

[2]Where applicable. For individuals, mention their ID card or passport or equivalent document – number.

[3]Except where the contracting party is not VAT registered.

Lot 1: The equipment for struggling with the Covid-19 Pandemia in railway transport

ITEM	DESCRIPTION	QUANTITY	Delivery to (DDP)
1.1	Open roof train disinfection system	1	Delivery, installation and commissioning to Kapıkule Border Station in Edirne, Turkey according to Appendix 1
1.2	Closed roof train disinfection system	1	Delivery, installation and commissioning to Canbaz Border Station in Ardahan, Turkey according to Appendix 2
1.3	Thermal detection camera with display	19	Delivery and installation to Sirkeci, Pendik, Sivas, Adana, Mersin, Tarsus, Aydın, Manisa, Denizli, Zonguldak, Kütahya, Menemen, Şirinyer, Çigli, Halkapınar, Karşıyaka, Sincan, Yenişehir and Mamak Stations.
1.4	Laptop	19	

The delivery address "see as above" DDP[4] and,

The contractor is expected to visit delivery locations within 15 calendar days after the contract signature.

For **Items 1.1 and 1.2**: The implementation period will last 165 calendar days:

Starting from the commencement of the Contract and ending on the day of issuance of Provisional Acceptance Certificate. The implementation period will include:

- the detailed design shall be provided by the contractor within 30 calendar days after the commencement,
- the Contracting Authority will confirm detail design within 15 calendar days,
- delivery and installation including unloading, furnishing to designated location, unpacking, assembling and connection to main supply and removal of packing materials from site within 60 calendar days,
- commissioning and training within 30 calendar days,
- issuance of Provisional Acceptance Certificate within 30 calendar days.

For **Items 1.3 and 1.4**: The implementation period will last 90 calendar days:

Starting from the commencement of the contract and ending on the day of issuance of Provisional Acceptance Certificate. The implementation period will include:

- delivery and installation within 30 calendar days,
- commissioning and training within 30 calendar days,
- issuance of Provisional Acceptance Certificate within 30 calendar days.

4 DDP (Delivered Duty Paid) — Incoterms 2020 International Chamber of Commerce http://www.iccwbo.org/incoterms/

1.2 The contractor shall comply strictly with the terms of the special conditions and the technical annex.

Article 2 Origin

The rules of origin of the goods are defined in Article 10 of the special conditions.

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 3 Price

3.1 The price of the supplies shall be that shown on the financial offer (specimen in Annex IV). The total maximum contract price shall be EUR <insert price>

3.2 Payments shall be made in accordance with the general and/or special conditions (Articles 26 to 28).

Article 4 Order of precedence of contract documents

The contract is made up of the following documents, in order of precedence:

- the contract agreement;
- the special conditions
- the general conditions (Annex I);
- the technical specifications (Annex II [including clarifications before the deadline for submission of tenders and minutes from the information meeting/site visit];
- 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.

Article 5 Other specific conditions applying to the contract

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 isthe head of contracts and finance unit R4 of DG Neighbourhood and Enlargement Negotiations.

(b) the data protection notice is available at http://ec.europa.eu/europeaid/prag/annexes.do?chapterTitleCode=A.

Done in English in three originals, one original being for the contracting authority, one original being for the European Commission, and one original being for the contractor.

For the contractor

Name:

Title:

Signature:

Date:

For the contracting authority

Name:

Title:

Signature:

Date:

Endorsed for financing by the European Union

Name:

Title:

Signature:

Date: