Ref. Ares(2021)2678423 - 21/04/2021

SPECIAL CONDITIONS

CONTENTS

These conditions amplify and supplement, if necessary, 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. In exceptional cases, and with the authorisation of the appropriate Commission departments, other clauses may be added to cover specific situations.

Article 2 Language of the contract

2.1 The language used shall be English.

Article 4 Communications

4.1 Any written communication relating to this Contract between the Contracting Authority and/or TCDD, 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.

For the Contracting Authority:

Name:	Mr. Nedim YEŞİL
Address:	Hakkı Turayliç Caddesi No: 5 B Blok Kat: 10 06490 Emek, Çankaya, Ankara, Türkiye
Telephone:	+90 312 203 22 69
Fax:	+90 312 203 1913
e-mail:	euid@uab.gov.tr

For the Contractor:

Name:	
Address:	
Telephone:	
Fax:	
e-mail:	

4.2 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.

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 18 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 7 Supply of documents

7.6 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, Contractor shall contact the Contracting Authority in order to receive information about the Customs procedures, VAT exemption and Special Consumption Tax (SCT), Motor Vehicle Tax, Special Communication Tax, and/or taxes of equivalent effect, 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 of the EU financing or co-financing. Such measures must be in accordance with the applicable rules on the visibility of external action laid down and published by the Commission. These rules are set out in the Communication and Visibility Manual for External Actions available from the EuropeAid website at https://ec.europa.eu/europeaid/funding/communication-and-visibility-manualeu-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 Turkey which is available at http://www.avrupa.info.tr/

The Contractor shall take the necessary measures to ensure that the financial contribution of the EU is given adequate publicity. All items supplied under this Contract must be labelled in accordance with Technical Specifications.

Article 10 Origin

10.1 All goods purchased must originate from an eligible source country as defined in a Member State of the European Union or a country covered by the by the Instrument for Pre-Accession Assistance (IPA II) programme. 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.

All supplies under this contract may originate from any country.

Derogation from the rule of origin is granted only for:

Item	Item Name
1.4	Laptop

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

All liabilities and insurance costs including transportation and personnel will be borne by the Contractor until the Provisional Acceptance is issued without prejudice to article 29.7 of the General Conditions.

Article 13 Programme of implementation of tasks

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

14.1 Detailed designs of Items 1.1 and 1.2 in DWG and PDF format shall be provided by the contractor within 30 days after the commencement and submitted to the Contracting Authority for an approval.

As-built design of Items 1.1 and 1.2 in DWG and PDF format shall be provided by the contractor after issuance of the Provisional Acceptance.

The contractor is required to obtain the necessary permits (Construction Permits, Occupancy Permit etc.) from the relevant authorities at his own cost.

Article 18 Commencement order

18.1 The Contracting Authority shall inform the contractor by administrative order of the date on which implementation of the tasks shall begin.

Article 19 Period of implementation of the tasks

19.1 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.

Article 25 Inspection and testing

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

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.

For Items 1.1 and 1.2, during the inspection and testing, the required functions and technical performances, according to the technical specifications and the technical documentation shall be verified. At least 2 weeks before the inspection and testing, the contractor shall inform the Contracting Authority and TCDD about the schedule for inspection and testing procedures. TCDD staff 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 1) functioning and 2) required capacity / performance of installed supplies to satisfaction of TCDD 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 euros.

Payments shall be authorised and made by 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.

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 Provisional Acceptance certificate.

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

a) For the 40% pre-financing, the pre-financing guarantee.

b) For the 60 % balance, the invoice(s) in triplicate together with the request for provisional acceptance of the supplies.

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

29.3 The packaging shall remain the property of the Contractor subject to environmental considerations.

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) The way of delivery of the disinfection liquid (transport and storage of liquid) to be agreed with TCDD.

c) 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.

d) 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).

e) 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:



Contract Title: insert contract title

Identification number: insert publication reference

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 PRAG 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).

Warranty is to be valid for two years as specified in the Technical Specifications in any case resulting from deficiency or any other problem of the goods.

Please refer to the following links for the current Turkish Law on Consumer Rights and regulations:

- https://www.resmigazete.gov.tr/eskiler/2013/11/20131128-1.htm
- https://www.mevzuat.gov.tr/

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 the provisions of the 07/11/2013 dated and 6502 numbered Turkish Law on Consumer Rights and relevant regulations (if applicable).

Please refer to the following links for the current Turkish Law on Consumer Rights and regulations:

- https://www.resmigazete.gov.tr/eskiler/2013/11/20131128-1.htm
- https://www.mevzuat.gov.tr/

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

Article 44 Data protection

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, staff, 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 PRAG.

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