

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 the Project Manager, 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. Barbaros Murat Köse – Acting CFCU Director	(Project Manager)
Address:	Central Finance and Contracts Unit T.C. Hazine ve Maliye Bakanlığı Kampüsü E Blok İnönü Bulvarı No:36 06490 Emek, Ankara, Türkiye	
Telephone:	+90 312 295 49 00	
Fax:	+90 312 286 70 72	
e-mail:	pao@cfcu.gov.tr	

For the contractor:

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

For the beneficiary:

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

Apart from the documents specified in the Annex II+III technical specifications and technical offer, the contractor shall also submit the documents listed below to the contracting authority and beneficiary. The contractor is responsible for the timely distribution of the documents, their completeness and language accuracy. All documentation shall be in English and Turkish languages both as hard copy and soft copy.

Unless otherwise is stipulated in other parts of the special conditions and Annex II+III technical specifications and technical offer, within 10 calendar days, the comments will be provided to the contractor. Following the receipt of the comments; the contractor shall submit the revised documents within 7 calendar days to the contracting authority and beneficiary for approval.

The document list is indicative and it may be amended after the commencement of the contract:

Documentation required		
No.	Description	Due Date
1	Implementation programme	15 calendar days after the commencement of the contract
2	Training programme	15 calendar days after the commencement of the contract
3	Technical and Engineering documentation*	With the shipment (the details are listed below)

*Technical and Engineering documentation:

Each equipment/instrument/system shall be provided with technical and engineering documentation comprising at least the following information:

- Detailed contact information of the manufacturer, e.g., name, address, telephone, fax, e-mail address
- Operation and maintenance manuals for the equipment including inter alia a checklist for operating instructions and restrictions, schematic electrical diagrams, parts list with specifications and a troubleshooting guide
- Operation manuals for software
- Operating instructions/user manuals
- Weight and dimensions of the equipment/instruments

Article 8 Assistance with local regulations

The European Union Commission and Republic of Türkiye signed the IPA Framework Agreement on 11.02.2015 (this FWA adopted as law (no: 6647) by Turkish Parliament on 04 April 2015, which has been put into force by the

government decree, no 2015/7708 that was published in Official Gazette no: 29393, dated 21 June 2015) to fully exonerate the following taxes: Value Added Tax (VAT), Special Consumption Tax (SCT), Motor Vehicle Tax, Special Communication Tax, and/or taxes of equivalent effect, stamp or registration duties, special charges or any other charge having equivalent effect. Please refer to the articles 27&28 of the Framework Agreement and the Communiqués issued by:

- The Ministry of Treasury and Finance (MoTF) thereto for further information, especially for exemption scope and implementation procedure, which are available at the MoTF's website at: http://www.gib.gov.tr/sites/default/files/uluslararasi_mevzuat/1_SIRA_NOLU_KONSOLIDE_GENEL_TEBLIGI.pdf.
- The Ministry of Trade (MoT) thereto for further information, especially for facilities extended for customs clearance, which is available at the MoT's website at: <http://www.mevzuat.gov.tr/Metin.Aspix?MevzuatKod=9.5.23960&MevzuatIliski=0>.

The contractor shall, within two weeks from the commencement of the contract, contact the contracting authority in order to receive information about the taxes and customs arrangements. The contractor will use its best endeavours to facilitate customs procedures and the freedom from clearance and taxes in accordance with Annex V – Taxes and Customs Arrangements.

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 EU External Actions published on the website of DG International Partnerships: https://ec.europa.eu/international-partnerships/comm-visibility-requirements_en complemented by the visibility guideline of the EU Delegation to Turkey at

<http://www.avrupa.info.tr/en/learn-about-eu-visibility-guidelines-16> until further notice.

Unless otherwise specified, all equipment shall have a solidly fixed and durable label, as appropriate, with the standard EU – TR cooperation flag as below:



Instrument for Pre-accession Assistance (IPA II) 2014-2020

NEAR/ANK/2022/EA-LOP/0040

Lot No:

Item No:

Serial No:

%85 Avrupa Birliği Katkısı, %15 Ulusal Katkı ile alınmıştır

EU Contribution 85% National Contribution 15%

Article 10 Origin

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

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 13 Programme of implementation of tasks

- 13.2 Please refer to Article 19 for the period of implementation of tasks.
Please refer to Article 7 for the submission and approval of the documents during the implementation period.

Article 18 Commencement order

- 18.1 The period of implementation of tasks will commence on the date of signature of the contract by both parties.

Article 19 Period of implementation of the tasks

- 19.1 The implementation for the supply, delivery, unloading, siting and installation, commissioning, testing, inspection and training of goods by the contractor shall be completed within 90 calendar days from the commencement of contract.

Article 25 Inspection and testing

- 25.2 The inspection and testing prior to the provisional acceptance will take place at the location(s) where the supplies are delivered. The inspection and testing of all supplies will be started and completed within a maximum of 30 calendar days after each delivery. During the inspection and testing procedure, the quantities, the technical performances, the technical specifications and technical documentation will be verified. At least 7 calendar days before the completion of delivery, the contractor will inform the contracting authority and the beneficiary about the possible schedule for inspection and testing procedures.

Article 26 General principles for payments

- 26.1 Payments shall be made in euros.
Payments shall be authorised and made by Central Finance and Contracts Unit, T.C. Hazine ve Maliye Bakanlığı Kampüsü E Blok İnönü Bulvarı No:36 06490 Emek, Ankara, Türkiye.
The contractor must inform the European Commission at Uğur Mumcu Caddesi No:88 Kat:5, Gaziosmanpaşa, Ankara, Türkiye, thereof by sending a copy of the correspondence.
- 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 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) 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 become the property of the recipient subject to environmental considerations.
- 29.5/6/7 Delivery of equipment shall be accompanied by a note showing the contract reference number and the delivery address. The supply shall include all necessary documents as specified in contract and its annexes.

All packages must be marked as follows:

Contract No:

Publication Reference: NEAR/ANK/2022/EA-LOP/0040

Supply Contract: Supply of Hardware Equipment for Strengthening the Audit Capacity of the Audit Authority

Supply address:

(The destination port of supplies, crate identification, etc. shall be clearly indicated with indelible paint on the external surface of the adjacent faces of each case or package)

Important remark: In case packing includes waterproof barriers, packages shall bear the mention: “DO NOT OPEN – WATERPROOF BARRIER” / “LÜTFEN AÇMAYINIZ – SU YALITIM BARIYERİ” in red characters.

Article 31 Provisional acceptance

The certificate of provisional acceptance must be issued using the template in Annex C11.

Article 32 Warranty obligations

- 32.6 All equipment must have at least 2 years of Commercial Warranty.

The contractor shall at its own cost make good the defect or damage as soon as practicable for a period of 1 year after issuance of the Provisional Acceptance Certificate (during Contractor’s Warranty). During the contractual warranty period, the contractor shall also provide preventive maintenance service and repairs at its own cost.

After commercial warranty periods expired, the contractor shall guarantee to provide technical support/maintenance services at beneficiary’s cost for 5 years.

In case a preventive maintenance session has to be executed then the contractor shall inform the beneficiary at least 48 hours in advance of his intervention.

In the contractual warranty period the contractor has to fully repair and re-integrate equipment to be supplied within maximum 30 working days. If the reparation of the broken equipment/part is not possible, the contractor shall replace that equipment/part with another equipment/part of the same trademark. No additional cost shall be borne by the contracting authority or the beneficiary.

- 32.7 The Contractor’s warranty must remain valid for one year after issuance of provisional acceptance certificate.

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 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, 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/EC¹ 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