# *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 The communication between the Contractor and the Contracting Authority shall be in written:

**Contact details for the Contracting Authority:** **Contract details for the Contractor:**

Mrs. Nazife Gündoğdu Contact person.....................................

Project manager Title…………………………………..

Merkez Mah. Kemalbalıkesir Cad. No.46 Adress………………………………..

Suloglu, Edirne, Turkey ……………………………………….

[suloglubelediyesi@outlook.com](mailto:suloglubelediyesi@outlook.com) Email…………………………………

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**

The Contractor should provide to the Project Manager copies of the warranty documents, certificates of the vehicles and the equipment and of the company relating to the supplied vehicles or equipment, as follows:

* Technical passport of the delivered vehicles/equipment, containing general information, complete technical data, dimensions, operating conditions and other relevant information;
* The documents required for registration, including documents on taxes, duties, charges, invoices and delivery notes;
* Operational and maintenance manuals in Turkish language

**Article 8 Assistance with local regulations**

The European Union Commission and Republic of Turkey 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 Trade (MoT) thereto for further information, especially for exemption scope and implementation procedure, which are available at the MoF’s website at: <http://www.gib.gov.tr/sites/default/files/uluslararasi_mevzuat/1_SIRA_NOLU_IPAII_GENEL_TEBLIGI_TR.pdf>.
* The Ministry of Trade (MoT) thereto for further information, especially for facilities extended for customs clearance, which is available at the MoCT’s website at: [http://mevzuat.basbakanlik.gov.tr/Metin.Aspx?MevzuatKod=9.5.14369&Mevzuatiliski=0&sourceXmlSearch=Türkiye- AB Katılım Öncesi Yardım Aracı, published in the Official Gazette of Turkey, No:27730, on 15.10.2010.](http://mevzuat.basbakanlik.gov.tr/Metin.Aspx?MevzuatKod=9.5.14369&Mevzuatiliski=0&sourceXmlSearch=Türkiye-%20AB%20Katılım%20Öncesi%20Yardım%20Aracı,%20published%20in%20the%20Official%20Gazette%20of%20Turkey,%20No:27730,%20on%2015.10.2010.%20)

The contractor shall, within two weeks from signature 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 funding and the co-financing of the project. These visualization activities must comply with the rules laid down in the Communication and Visibility Manual for EU External Actions published on the website of DG International Cooperation and Development: <https://ec.europa.eu/europeaid/funding/communication-and-visibility-manual-eu-external-actions_en>

and with the visualization rules of the Interreg-IPA CBC Bulgaria – Turkey Programme 2014-2020 <http://www.ipacbc-bgtr.eu/>.

**Article 10 Origin**

## 10.1 All goods purchased under this contract may originate from any country. For these purposes, ‘origin’ means the place where the goods are mined, grown, produced or manufactured and/or from which services are provided. 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 6 % of the total contract price, including any amounts stipulated in addenda to the contract.

**Article 12 Liabilities and insurance**

12.1(a) By way of derogation from Article 12.1(a), paragraph 2, of the general conditions, compensation for damage to the supplies resulting from the contractor's liability in respect of the contracting authority is capped at an amount equal to the total contract value.

12.1(b) By way of derogation from Article 12.1(b), paragraph 2, of the general conditions, compensation for damage resulting from the contractor's liability in respect of the contracting authority is capped at an amount equal to the total contract value.

12.2(b), paragraph 2 Incoterms terms applicable to this supply contract:

* ***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]](#footnote-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 implementation period of the contract is 120 days after signature by both parties.

**Article 14 Contractor’s drawings**

14.1 Not applicable

**Article 15 Sufficiency of tender prices**

15.1 No derogation from the general conditions.

**Article 16 Tax and customs arrangements**

16.1 No derogation from the general conditions

**Article 17 Patents and licences**

17.1 Not applicable

**Article 18 Commencement order**

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

**Article 19 Period of implementation of the tasks**

19.1The period for implementation of the tasks is 120 days.

**Article 24 Quality of supplies**

24.2 Not applicable

**Article 25 Inspection and testing**

25.2 The inspection and testing of the provided machinery shall be performed at place of delivery.

**Article 26 General principles for payments**

26.1 Payments shall be made in EUR. The conversion into EUR of the real costs borne in national currency shall be done at the official exchange rate of InforEuro, which can be found at the following address: <http://ec.europa.eu/budget/graphs/inforeuro.html>

Payments shall be authorised and made by the official representatives of the Contracting Authority.

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, by derogation from article 26.5 of the general conditions, no pre-financing guarantee is required.

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

26.9Prices are fixed and shall not be revised.

**Article 28 Delayed payments**

28.2By 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**

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

29.5/6/7 The vehicles and the equipment should be delivered accompanied with the full set of documents according to the European and Turkish legislations, as well as a delivery protocol.

**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 rights to warranty service that are provided for the relevant class of vehicles or equipment by the manufacturer shall be guaranteed.

32.7 The warranty must remain valid for a period of minimum 2 years or until 3 000 h for the excavator or 100,000 kilometres for the light dumper truck (whichever is the earlier) after provisional acceptance.

**Article 33 After-sales service**

33.1 Not 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 the respective court 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[[2]](#footnote-2) and as detailed in the specific privacy statement published at ePRAG.

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1. See http://www.iccwbo.org/incoterms/ [↑](#footnote-ref-1)
2. OJ L 205 of 21.11.2018, p. 39 [↑](#footnote-ref-2)