

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:

The subject of the contract is: manufacturing, delivery, unloading and installation of the following supplies:

Item Number	Item	Number of Units
1	Induction melting furnace system- Two pots, Loading capacity: 1000 kg per pot, Power and control unit for 600 kW melting	1 Unit

The supplies must be delivered DDP¹, at Vize Casting Industry and Trade Limited Company, Devlet Mahallesi Atatürk Caddesi No:310 Vize / Kırklareli/ Türkiye not later than the date/s as specified in accordance with the contract notice.

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 and minutes from the information meeting/site visit];
- the technical offer (Annex III);
- the budget breakdown (Annex IV);
- specified forms and other relevant documents (Annex V);

¹ DDP (Delivered Duty Paid) / DAP (Delivered At Place) — Incoterms 2020 International Chamber of Commerce <http://www.iccwbo.org/incoterms/>

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

4.5 & 4.6 Mail or email communication

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

Contracting authority:

Contact person for the Contractor Authority: Hakan Tuğran / Manager

Address: Devlet Mahallesi Atatürk Caddesi No:310 Vize / Kırklareli/ Türkiye

E-mail: bgtrprojectvize@gmail.com

Contact person for the Contractor:

Name:

Address:

Phone:

E-mail:

Article 7 Supply of documents

The Contractor shall submit the following documentation before provisional acceptance:

- Operation and maintenance manuals (Turkish)
- As-built drawings, system schematics
- Test and calibration reports if available
- Warranty certificates

Article 8 Assistance with local regulations

The Contractor shall assist in completing customs clearance, transportation, and import procedures in line with DDP terms. Installation will be carried out within the existing foundry building; no construction or permit procedures are required.

Article 9 General obligations

- 9.9 Contractor must comply with the rules lay 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

Article 10 Origin

- 10.1 All goods purchased can originate in any country.

Article 11 Performance guarantee

- 11.1 The amount of the performance guarantee shall be **6 %** of the total contract price, including any amounts stipulated in addenda to the contract

Article 12 Liabilities and insurance

All insurance costs including delivery will be provided by the contractor until the provisional acceptance without prejudice to article 29.7 of the General Conditions.

- 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 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 contract value.

- 12.2(a), paragraph 1 By derogation from Article 12.2(a), paragraph 1, of the general conditions, with signing of the contract the contractor shall ensure that itself, its personnel, its subcontractors and any person for which the contractor is answerable, are adequately insured with insurance companies recognized on the international insurance market, unless the contracting authority has given its express written consent on a specific insurance company.

- 12.2(a), paragraph 2 By derogation from Article 12.2(a), paragraph 2, of the general conditions it is stated with signing of the contract the contractor shall provide the contracting authority with all cover notes and/or insurance certificates showing that the contractor's obligations relating to insurance are fully respected.

- 12.2(b), paragraph 2 **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 the tasks

- 13.2 The supplies must be delivered and put into operation, inspected and tested and ready for acceptance at the address of the installation specified in Article 1.1 of the contract free of all taxes and duties applicable to their importation and manufacture/sales.

The delivery, installation, and commissioning of the supplies shall be completed within twelve (12) months from contract signature. The entire contract, including testing, documentation, and provisional acceptance, shall be finalized within twelve (12) months.

Article 14 Contractor's drawings

- 14.1 Each set of equipment must be provided with an original set of users' operation and maintenance manuals for all parts of the equipment.

Article 15 Sufficiency of tender prices

The price of the supplies shall be that shown on the financial offer (specimen in Annex IV). **The financial offer should show the price with included VAT and without VAT.**

- 15.1 Without prejudice to Article 15 of the General conditions, the goods to be supplied, as itemized and the overall prices, calculated on the basis of DDP include the full cost of delivery of the goods to the place of destination, packing, insurance, transportation, the full cost of clearance formalities, storage, unpacking, putting into operation, testing and inspection including all cost of consumables to make them ready for acceptance, dismantle or removal of temporary structures and materials no longer required for use in connection with the performance of the contract, any copy rights, or patent rights or license, warranty and training and training materials, if any, and manuals, fees, allowances, all kind of social charges, etc. of the staff and/or expert hired and assigned to service to be provided under this contract and any expenditure that such staff and/or expert will incur for execution of their activities during the operation.

Article 16 Tax and customs arrangements

- 16.1 All taxes are arranged according to the rules of the DDP and signed financial agreement between the European Commission and Republic of Türkiye for the relevant programming period of 2021-2027.

Contractor shall accordingly complete the necessary formalities with the relevant authorities to ensure that the goods required for performance of the Contract are with paid taxes and duties, including VAT and Special Consumption Tax if the goods/supplies are subject to.

¹ See <http://www.iccwbo.org/incoterms/>

Article 17 Patents and licences

- 17.1 In addition to the general provision of this article in the General Conditions, the Contractor indemnify the Contracting Authority and the Project Manager against any claim resulting from the use, as specified in the contract of patents, licenses, drawings, models or brand or trademarks. If in case tenderers are informed that all specifications included pre-installed, must be accompanied by the License Agreement Number and original manuals. The relevant costs must be included in the prices including pre-installed.

Article 18 Delivery order

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

Article 19 Period of implementation of the tasks

- 19.1. The **implementation period of tasks shall be 10 months.**

Article 24 Quality of supplies

- 24.2 In addition to the provision of this Article in the General Conditions, the supplies purchased under this contract shall conform to the standards mentioned in the Technical Specifications.

The tenderer shall hold valid regulatory and quality certificates appropriate to the manufacturing and/or trading and/or servicing of industrial induction melting furnaces, or equivalent equipment:

- A valid EU Declaration of Conformity and **CE marking** for the offered equipment, proving compliance with Machinery Directive 2006/42/EC, Low Voltage Directive 2014/35/EU, and EMC Directive 2014/30/EU, or equivalent national transpositions;
- (Optional) A valid ISO 9001 Quality Management System certificate for the manufacturer;
- (Optional) ISO 14001 (Environmental Management) and/or ISO 45001 (Occupational Health and Safety) certificates;

Article 25 Inspection and testing

- 25.2 The inspection and testing prior to the provisional acceptance will take place at the locations where the supplies are delivered and put into operation. The inspection and testing of the supplies will be started and completed within a maximum of 10 (ten) calendar days for relevant lot after the notice of the Contractor.

During the inspection and testing procedure the quantities, the technical performances, the technical specifications, the technical documentation shall be verified. Minimum 10 days before the delivery, the Contractor will inform the Contracting Authority about the

possible schedule for inspection and testing procedures. During testing of the supplies, the relevant Contracting Authority's staff shall contribute the procedure.

Article 26 General principles

26.1 Payments shall be made in Euro(s).

Payments shall be authorised and made by the Contracting Authority.

26.3 By derogation, the pre-financing payments shall be made within 90 days from the date on which an admissible invoice is registered by the contracting authority. The final payment to the contractor of the amounts due shall be made within 90 days following provisional acceptance of the goods, after receipt by the contracting authority of an admissible invoice.

Invoice Requirements: The Contractor's invoice must include the following details:

- Contract reference number and contract title.
- A clear description of the services provided, including the scope of work or tasks completed.
- Total amount due, inclusive of VAT, and clearly indicating the VAT amount.
- Bank account details of the Contractor for payment.

Approval and Issuance: balance invoice may only be issued after:

- The signing of an acceptance protocol by both parties, confirming the satisfactory completion of the delivery of the supplies.

Supporting Documents: The invoice must be accompanied by the following supporting documents:

- The signed provisional acceptance protocol.

26.9 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 invoice¹ and the pre-financing guarantee
- b) For the 60 % balance or For the 100 % 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.

26.14 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

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.

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

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 delivered at ***Devlet Mahallesi Atatürk Caddesi No:310 Vize / Kırklareli / Türkiye***

29.5/6/7 Each package must be marked according to its final destination and must be accompanied by a delivery note showing the contract reference number and name of the Contacting Authority. The delivery addresses as specified in the Technical Specifications.

Article 31 Provisional acceptance

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

Without prejudice to Article 31 of the General Conditions, 25 of the Special Conditions, and the Technical Specifications, provisional acceptance shall be delivered by the Beneficiary within 10 calendar days upon the submission of the request for provisional acceptance by the Contractor after delivery and putting into operation, inspection and testing of all goods and training activities completed at the places shown in the Technical Specifications

31.2. By derogation, the contractor may apply, by notice to the project manager, for a certificate of provisional acceptance when supplies are ready for provisional acceptance. The project manager shall within 45 days of receipt of the contractor's application either:

- issue the certificate of provisional acceptance to the contractor with a copy to the contracting authority stating, where appropriate, his reservations, and, inter alia, the date on which, in his opinion, the supplies were completed in accordance with the contract and ready for provisional acceptance; or
- reject the application, giving his reasons and specifying the action which, in his opinion, is required of the contractor for the certificate to be issued.

The contracting authority's time limit for issuing the certificate of provisional acceptance to the contractor shall not be considered included in the time limit for payments indicated in Article 26.3.

Article 32 Warranty obligations

32.6 The Contractor shall submit with his technical offer a methodology for the equipment warranty service for a period of **2 years** after provisional acceptance. During the warranty period, the service of the products will be assured by the Contractor through local company(ies) authorized by him (if the Contractor is not a local company) or

directly (if it is a local company). In both cases, the authorized service(s) should be authorized by the manufacturer.

The Contractor shall at his own cost replace defective or damaged equipment/parts during the warranty period. The Contractor has to troubleshoot the problem within 24 hours /1/ working day of the request, overcome the problem and re-integrate to the system within maximum 2 (two) working days from the call of service. If the reparation of broken equipment/part is not possible, Contractor shall replace that equipment/part with another equipment/part. No additional cost will be issued by the Contracting Authority within the warranty period. In case a preventive maintenance session has to be executed then the Contractor shall inform the Contracting authority at least 48 hours in advance of his intervention.

The Contractor shall remain fully responsible for all warranty obligations even when some of the equipment is obtained from a third party.

32.7 The warranty must remain valid for 2 years after provisional acceptance.

Article 33 After-sales service

33.1. The manufacturer shall provide a minimum 10-year guarantee for the availability of spare parts for the supplied system and shall ensure the provision of maintenance and repair service within 24 hours upon notification of malfunction.

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 Republic of Türkiye in accordance with the national legislation of the state of the contracting authority. In the absence of a provision in the contract, the provisions of the Turkish Commercial Code regarding commercial sales contracts shall apply. If no provision is found there either, Article 187 of the Turkish Code of Obligations shall apply.

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 INTPA the head of legal affairs unit of DG International Partnerships.

For DG NEAR 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](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/EC¹ and as detailed in the specific privacy statement published at ePRAG.

Article 45 Further additional clauses

The contractor shall comply with applicable obligations in the fields of environmental, social and labour law established by Union law, national law, Collective agreements or by the international social and environmental conventions listed in Annex X to Directive 2014/24/EU;

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¹ OJ L 205 of 21.11.2018, p. 39