

● ***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 1 Language of the contract

The language used shall be English.

Article 2 Communications

- 2 The designated contact person for communication is Dilara Çakır. All communication between the Contracting Parties will be exclusively in writing form. The official contact address is Bahçelievler, 1851/10. Sokak No:3, 35600 Karşıyaka, Izmir, and she can be reached by phone at +90 533 468 43 32 or via email at dilara@redi-ngo.eu. To ensure clarity and traceability, all official documents and communications will be exchanged exclusively through email.

Article 3 Supply of documents

N/A

Article 4 Assistance with local regulations

In the case of a dispute with the supplier, the provisions outlined in the Consumer Arbitration Committees Regulation published in the Official Gazette shall be primarily applied.
(<https://www.resmigazete.gov.tr/eskiler/2022/09/20220921-1.htm>)

Article 5 General obligations

N/A

Article 6 Origin

All goods purchased can originate in any country.

Article 7 Performance guarantee

No performance guarantee is required.

Article 8 Liabilities and insurance

(a)

The following requirements apply to liability for damage to the supplies: The contractor is responsible for taking all necessary measures to prevent damage to the delivered supplies. Any damage occurring during delivery is the responsibility of the contractor, and the supplier must promptly compensate for the damages. After delivery, any damage detected by the buyer must be reported to the contractor, and repair or replacement with new items may be requested. Under the terms of the contract, the contractor bears responsibility for damages arising from any defect or faulty delivery.

(b)

The contractor shall be liable for any damages caused to the contracting authority during the execution of the contract. This includes, but is not limited to, any damage to property, financial loss, or reputational harm caused by the contractor's actions or omissions. The contractor is responsible for promptly repairing, replacing, or compensating for any damages incurred. In case of breach of contract or failure to meet the agreed terms, the contracting authority has the right to seek compensation for any direct or indirect damages resulting from the contractor's non-compliance or negligence.

2(a), paragraph 1

The proof of completion of adequate Guarantee must be provided before the commencement of the contract or as a condition for finalizing the agreement. The contractor is required to submit a copy of the valid insurance policy that meets the specified coverage criteria within 2 years after signing the contract. Failure to provide proof of Guarantee within the specified period may result in delays or termination of the contract.

2(a), paragraph 2

The requirements for communication of cover notes and/or guarantee certificates must be fulfilled before the commencement of the contract. The contractor is required to submit the cover notes and/or guarantee certificates within 2 years after signing the contract. These documents must be provided in writing and must clearly demonstrate that the necessary guarantee coverage is in place. Failure to submit these documents within the specified time frame may result in a delay or termination of the contract.

2(b), paragraph 3

The contractor shall be responsible for any damages that occur during the transport of supplies. The contractor must ensure that appropriate measures are taken to prevent damage during transportation and shall bear the liability for any damages incurred. The absence of a specific insurance policy for the transport does not relieve the contractor from this responsibility.

Article 9 Programme of implementation of tasks

Deadline for requesting clarifications: 21 days before deadline for submission of tenders, End of business day

Last date for issuing clarifications: 8 days before deadline for submission of tenders, End of business day

Deadline for submission of tenders: 30 days from invitation, End of business day

Tender opening session: 3 days after the submission deadline, End of business day

Notification of award: 5 days after the submission deadline, End of business day

Contract signature: 10 days after the submission deadline, End of business day

*** The time zone of the country of the contracting authority.**

**** Provisional date. Days presented are calendar based.**

***** Should the last day of the indicated calendar be a non working day, deadlines will be extended until the next working day.**

Article 10 Contractor's drawings

N/A

Article 11 Sufficiency of tender prices

N/A

Article 12 Tax and customs arrangements

The delivery conditions are DDP as mentioned in the general conditions.

Article 13 Patents and licences

No derogations from Article 17 of the general conditions.

Article 14 Commencement order

5 days after the submission deadline, End of business day

Article 15 Period of implementation of the tasks

- Within 30 working days after the Notification of award all goods must be delivered by the supplier

Article 16 Quality of supplies

- All supplies offered have to be new, unused and with no technical or visual defects

Article 17 Inspection and testing

N/A

Article 18 General principles for payments

- 1 Payments shall be made in TRY.
Pre-financing is not applicable to this contract.
Payments shall be authorised and made by ROMAN GİRİŞİMCİLİĞİNİ GELİŞTİRME İNİSİYATİFİ DERNEĞİ will make the payment via bank transfer from its T.C. Ziraat Bankası accounts to the bank account specified by the awarded supplier.
- 2 By derogation/ agreement of both parties, the final payment to the contractor of the amounts due shall be made within 10 days after receipt by the contracting authority of an invoice and of the application for the certificate of provisional acceptance.
- 3 In order to obtain payments, the contractor must forward to the authority referred to in paragraph 26.1 above:
 - a) By derogation from this article 26.5 of the general conditions, no pre-financing guarantee is required.
 - b) For the 100 % balance the invoice(s) in triplicate together with the request for provisional acceptance of the supplies.

Article 19 Delayed payments

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 20 Delivery

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

The products must be delivered with all the required transport documents. The contractor shall be responsible for resolving any issues arising from missing documentation. The packaging must be unopened, undamaged, and include all necessary markings.

Article 21 Provisional acceptance

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

Article 22 Warranty obligations

The warranty must remain valid for two years.

Article 23 After-sales service

N/A

Article 24 Settlement of disputes

Any disputes arising out of or relating to this contract which cannot be settled otherwise shall be referred to the exclusive jurisdiction of Türkiye in accordance with the national legislation of the state of the contracting authority.]

Article 25 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.

* * *

¹ OJ L 205 of 21.11.2018, p. 39