

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:	Dr. Hakan Ertürk, CFCU Director
Address:	Central Finance and Contracts Unit (CFCU) T.C. Hazine ve Maliye Bakanlığı Kampüsü E Blok İnönü Bulvarı No:36 06490 Emek, Ankara, Turkey
Telephone:	+90 312 295 49 00
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(Project
Manager)

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. 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 specified:

- The language of the documents presented in detail under ‘Technical and Engineering documentation’ to be prepared by the contractor shall be in Turkish.
- Other documents which are already prepared by the Original Equipment Manufacturers (OEMs) (such as pre-printed catalog sheets like the user’s guide for radar) shall be in Turkish or English.
- Unless otherwise specified, construction of the CPB and installation of all equipment and systems shall be in accordance with the CE, IACS, ISO, OEM, Turkish Lloyd, IMO, MARPOL, SOLAS or COLREG rules. The contractor shall submit a classification Rules Verification Matrix, which shall be documented and be subject to the approval of the Beneficiary at the design stage.

Unless otherwise stipulated in other parts of the special conditions and Annex II+III Technical Specifications and Technical Offer, within 15 calendar days, the comments will be provided to the contractor. Following the receipt of the comments; the contractor shall submit the revised documents within 15 calendar days to the contracting authority and beneficiary for approval. This process shall be an approval process for the final design of CPB and if needed there will be meetings.

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	Test procedures and plan	60 calendar days after the commencement of the contract
3	Training programme	60 calendar days after the commencement of the contract
4	Technical Drawings	60 calendar days after the commencement of the contract.
5	Technical and Engineering documentation*	With the delivery (the details are listed below)

***Technical and Engineering documentation:**

Contractor shall provide copies of at least the following documents of the finalised CPBs in both hardcopy and softcopy for each CPB delivered. These documents must be ready at the time of the delivery of each boat. Moreover, 7 additional copies (both hard and soft copy) of all technical and engineering documents including operator/service manuals shall be provided to the beneficiary at the latest with the delivery of the final CPB.

Each set of equipment shall be provided with technical and engineering documentation comprising at least the following information.

- Detailed contact information of the manufacturer and the after sales points of the equipment e.g., name, address, telephone, fax, e-mail address;
- Warranty documents of the manufacturers and/or the contractor;
- Operation and maintenance manuals for the equipment including 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;
- System manuals describing technical specifications, operation, performance, diagnostic tools and safety procedures including integration, interface and communication;
- Maintenance manual(s) including preventative, corrective, technical and factory maintenance (e.g., circuit diagrams, integration information, diagnosis and fixing methods);
- Report of Final Test (quality control document);
- Certificate that the equipment is complying with EU Regulations for IT/Office Equipment and CE norms;
- Certification for the authorized local representative(s) of the OEMs for after sale service and spare parts supply (for main engines, water jets, reduction gears, generator, radar, thermal camera, searchlight);
- Boat info booklet complying with TS EN ISO 10240 (including operator familiarization training information);
- Technical documentation of the equipment:
 - Planned Maintenance System booklet according to Turkish Coast Guard standards for the maintenance activities of both operators and depot (factory) level
 - Arrangement plans for CPB and the console,
 - Blueprints and drawings for CPB (soft version shall be in pdf and CAD format),
 - Blueprints and drawings for all sub systems including electricity, piping etc. (soft version shall be in pdf and CAD format),
 - Spare part lists (including NCAGE, P/N, NATO Stock Numbers, make/model),
 - Configuration list (including NCAGE, P/N, NATO Stock Numbers, make/model),
 - Fluids and lubricants booklet (includes fluid, fuel and lubricant consumption of the equipment),
 - Stability booklet,
 - Electrical Power Load Analysis (EPLA),
 - Calibration plan,
 - Maintenance and repair tool list,
 - Contact info for after sales points of the equipment,
 - Docking and hoisting plan,
 - Anode plan and corrosion (including galvanic etc.) prevention measures,
 - Final paint plan,
 - Test and trial reports (for Harbour Acceptance Tests (HAT), Sea Acceptance Tests (SAT),
 - Test and trial procedures (for HAT, and SAT),
 - Life cycle cost calculation,

- Safety booklet (for fire-fighting devices and calculations),
- Test reports for Mooring, Towing, Tie Down and Lifting Fittings,
- Operational envelope (meteorological condition vs speed & loading capacity),
- Final arrangement plans for CPB and the console,
- Polar diagrams;
- The documents indicated per item within the Technical Specifications.

The documentation shall duly be updated by the contractor in keeping with the all revisions that may occur till the final acceptance of the last CPB.

Commercial warranty documents indicating quality assurance system and product quality shall be presented by contractor at the time of provisional acceptance.

Contractor shall be responsible for coding the materials including all the materials within the CPB configuration, sets of tools, supporting devices, calibration, testing and measuring devices and consumables used for maintenance at CPB and repairment unit level in accordance with the NATO Coding System. Contractor shall also provide coding of all the spare parts listed. Acceptance procedure shall be carried out after the protocol approved by the National Coding Bureaus. Contractor shall provide the receipt of approval to the beneficiary prior to its notification for the acceptance procedure.

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 Finance (MoF) 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 Customs and Trade (MoCT) 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.Aspx?MevzuatKod=9.5.23960&MevzuatIliski=0>.

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. 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 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-manual-eu-external-actions_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

< Publication reference >

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 from an eligible source country as defined in 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 14 Contractor’s drawings

- 14.1 Other than the mentioned ones below, the drawings to be supplied are defined separately for each item in the technical specifications.

Technical Drawings indicating how the CPBs will be designed and including clear and coordinated descriptions of all aspects of the design e.g. the settlement; assembly; console design; outfit and furnishings; painting; electrical system drawings (with starting and charging alternatives of each engine and batteries including genset by using each power source etc.) shall be submitted by the contractor within 60 calendar days following the commencement of the contract.

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 supply, delivery, unloading, sitting and installation, commissioning, inspection, testing and training of goods will be completed in 450 calendar days starting from the commencement of the contract.

Article 25 Inspection and testing

25.2 Test Procedures and Plan

Test Procedures and Plan indicating the general descriptions and outlines of the test procedures which will be followed during the acceptance tests shall be provided within 60 calendar days following the commencement of the contract. Please also refer to Article 7 for the timings.

Prior to the Provisional Acceptance

The inspection and testing prior to the provisional acceptance will take place at shipyard. During the inspection and testing procedure, the quantities, the technical performances, the technical specifications and technical documentation will be verified.

Following provisions set the indicative test requirements in addition to the provisions indicated in the Technical Specifications.

Test and Inspection

Contractor shall deliver and put into operation supplied equipment, perform other related installation works as required by the Technical Specifications, load the software onto computers, and carry out the necessary checks and tests to ensure that supplied equipment and hardware is fully operational.

Inspection and testing would be a part of the tasks to be realized prior to each (partial) acceptance.

Contractor shall be responsible for testing all products installed and ensuring successful inter-operation. Contractor must arrange the Harbour Acceptance Tests (HAT) and Sea Acceptance Tests (SAT) in the shipyard to prove that the boats are operating in full and proper working in order before delivery to the designated locations. Sea keeping, manoeuvrability, other performance characteristics shall be tested during SATs.

Inspection Plan, HAT and SAT guidelines including a description of all of the acceptance test and trials to be performed, test subjects, procedures, international standards, and the related rules of the Classification Society shall be drafted by the contractor to the approval of the beneficiary at least 45 calendar days prior to the first CPB's acceptance test. The final dates and the program of the tests must be informed to the contracting authority and the beneficiary at least 30 calendar days prior to carrying out the tests.

The boats shall not be delivered without the approval of the contracting authority. At the time of delivery, fuel tank(s) of CPB shall be fuelled by contractor. Acceptance Tests (guideline) will not relieve the contractor from fulfilling terms, conditions and requirements specified in the Technical Specifications.

Following the acceptance tests, the contracting authority shall inform the contractor about the outcome, listing the deficiencies (if any) to be corrected. Contractor shall provide Acceptance testing - Acceptance Criteria to be approved by the beneficiary. The system/equipment will only be accepted when:

- a) It satisfies the requirements as documented in the Technical Specifications;
- b) A complete copy of all documentation required to operate and maintain the equipment are provided to the contracting authority and the beneficiary;

If the system/equipment component fails its acceptance test then the contracting authority has the right to ask for and the contractor shall provide replacements to overcome identified problems. Contractor will make all reasonable and necessary efforts to promptly correct the listed defects, following which the test will be repeated as necessary, in accordance with the Test Plan.

Records for tests

Contractor shall document the results of the HAT and SAT in a report which shall be submitted to the contracting authority for approval in the provisional acceptance phase.

All HAT and SAT instrumentation and equipment shall be furnished and operated by the contractor. Contractor shall furnish all necessary fittings and modify all systems, as required, to install all trial instrumentation. After satisfactory completion of the tests, all trial instrumentation shall be removed and all systems shall be restored.

Contractor shall maintain records of all testing for each boat. These records shall be available for review by the beneficiary upon request. The testing records shall be provided to the beneficiary in both hardcopy and softcopy (preferably in pdf format) on a CD upon each boat delivery.

Harbour Acceptance Tests (HAT)

In addition to verifying all other aspects of the contract, HAT shall specifically include, but not limited to:

- Construction Quality,
- Lifting Gear,
- Propulsion Controls,
- Propulsion System,
- Emergency Stop,
- Fuel System,
- Electrical System,
- Starting System,
- Electronics (NAV&COM etc.),
- Navigational Lights,
- Horn,
- Mooring Fittings,
- Gauges and Alarms,
- Lighting,
- Steering System,
- HVAC,
- Genset.

A certification letter shall be submitted by the contractor indicating the all points (mooring, towing, anchoring, and lifting) and lifting gear were load/pull tested satisfactorily.

Strength Tests

The Strength Tests will be carried out after HAT and before SAT processes. The Tests will be carried out only with Prototype Boat (produced first CPB)

Strength tests include:

Ashore Stem On Test

Ashore Stem On Test shall be performed at %10 of maximum sustained speed and lower speeds of CPB. The conditions of the test location(s) (coast properties) shall be pebble, gravel and sand. The location(s) of Test shall be approved by Beneficiary. This test shall be performed with Prototype Boat.

Side Impact Test

Side Impact Test shall be performed at 3,5 m/s speed. This test shall be performed with Prototype Boat. Prototype Boat shall be sideswiped to a stable concrete block. The conditions shall be approved by Beneficiary.

Free Fall Test

Free Fall Test shall be performed from 2 meters height. This test shall be performed with Prototype Boat. The conditions shall be approved by Beneficiary.

After each tests;

Systems/equipment of Prototype Boat shall be controlled and confirmed against loose of function. Structural damage and the connections of systems/equipment/tanks to the hull shall be controlled and verified.

If contractor offers a proven CPB design (the boat that is used by Coast Guard of EU Countries or/and Rescue Organisations (KNRM, RNLI etc.) and is certificated/approved for Strength Tests (shall be confirmed Beneficiary)), the Strength Tests are not needed. Otherwise, the Strength Tests will be carried out with Prototype Boat.

Sea Acceptance Trials (SAT)

These trials to performed under normal operating load condition include, but not limited to:

Speed Trials

Speed trials shall be performed to determine the speed of the CPB. The speed trials will be comprised of two runs, one in each direction with the speeds for the two runs averaged. In complying with appropriate section, the boat shall be able to maintain an average of at least 35 knots on a 1.0 nautical mile distance in the normal operating load condition.

Maximum range & Cruising Trials

The CPB shall undergo a maximum range trial with economical (cruising) speed of at least 20 knots for at least 1 hour in the normal operating condition. By obtaining fuel consumption at this speed, range of the boat shall be calculated according to fuel tank capacity for full condition. CPB shall have a maximum range of at least 160 nautical miles with economical (cruising) speed of at least 20 knots.

The CPB shall undergo an endurance trial with maximum speed of at least 35 knots for at least 2 hour in the normal operating load condition for the first boat as a type test.

During the endurance trials, it shall be demonstrated that all parts of the propulsion system are in full operation. All systems shall be operated to check for proper lubrication, control, alignment, and OEM operating parameters.

CPB shall be able to operate with sea state 4 (according to WMO code 3700) or at least 2 meters significant wave height, to meet this requirement, heading and speed restrictions may be applied. Only for the first boat this requirement will be tested during SAT period as a type test. There will not be any restrictions for the sea state 1, 2 and 3.

Backing Performance

The boat shall be operated and manoeuvred in astern propulsion for a period of not less than 1 (one) minute to establish the astern performance. The boat shall be controllable in this mode and shall not take mass of water flow into the deck.

Steering and Manoeuvring Performance

Tests shall be conducted to demonstrate the proper operation of the propulsion system under all operations.

Depth Calculation

CPB's depth shall be at most 1 meter in the normal operating load condition.

Operational Acceptance Test

After Sea Acceptance Trials (SAT) and before the Provisional Acceptance of Prototype Boat (produced first CPB) there shall be an Operational Acceptance Test. This test shall be performed maximum 30 calendar days. The performance, functionality and ergonomics up to design of CPB shall be controlled and confirmed at operational conditions.

In case of some modification requirements (e.g. small ergonomic revisions that will not change the technical specifications, budget and the delivery calendar) are needed during the Operational Acceptance Test of Prototype Boat, these minor revisions will be applied to all CPBs by the contractor.

Integrated Logistics Support (ILS)

Beneficiary requires design, testing, and logistics support information to verify contract compliance and to support its boats throughout the life-cycle. In addition, in order to support the boats when they are delivered, the beneficiary requires special tools and test equipment.

The CPB shall be operationally available at least %90 of a year. Systems/Equipment shall be chosen to provide a redundancy with respect to this criteria.

Maintenance/Repair Concept

There shall be 3 Maintenance/Repair Levels including User (CPB Crew) Level, Factory (Turkish Coast Guard Command's repair yards) Level and Producer Level. The aim shall be long maintenance/repair periods and to provide short time, less cost, as far as possible User Level maintenance.

If Coast Guard Command doesn't have User Level or/and Factor Level Maintenance/Repair ability of chosen systems/equipment, there shall be skill-building about these abilities by contractor.

User Level Maintenance/Repair

User shall maintain and have trouble shooting by using tool kits at CPB. User shall use 'Built in Test Equipment (BITE)', if system/equipment has the ability. User shall be trained about the ability of redundancy and if available, activating the emergency using of systems/equipment.

Factory Level Maintenance/Repair

Factory crew shall maintain and shall execute fault detection, isolation and recovery by tool kits existing at Turkish Coast Guard Command repair yards and be provide by contractor. The software of systems/equipment shall be controlled by factory crew.

Producer Level Maintenance/Repair

Producer (OEM) Level Maintenance/Repair shall include all the maintenance/repair except for User Level and Factory Level.

Spare Parts Concept

There shall be only User Level Spare Parts. User Level Spare Parts shall divide into 2 categories (User Level Maintenance Spare Parts and User Level Repair Spare Parts)

User Level Maintenance Parts include;

For the usage of at least 2 years/2000 hours of CPB, the spare parts that shall be expended for periodic maintenance (filter, lubrication oil, impeller etc.) User Level Maintenance Spare Parts shall be prepared 1 set for each CPB. User Level Maintenance Spare Parts shall be preserved at shore facility of CPB.

User Level Repair Spare Parts include;

For the usage of at least 2 years/2000 hours of CPB, the spare parts that shall be defined by producer as ‘critical system/device/equipment’ for secure sailing of CPB, carrying out main missions and continuation of life in CPB. User Level Repair Spare Parts shall be given with CPB and shall be preserved at CPB.

Tool Kit Concept

There shall be 2 Tool Kit Levels including User Level and Factory Level. The aim shall be long maintenance/repair periods and to provide short time, less cost, as far as possible User Level maintenance.

User Level Tool Kits

User Level Tool Kits shall be tool kits, devices/equipment/tools special for maintenance/repair/calibration/trouble shooting of system/equipment/device of CPB that shall be used by CPB crew for fault detection, isolation and recovery. User Level Tool Kits shall be provided by contractor for each CPB.

Factory Level Tool Kits

Factory Level Tool Kits shall be tool kits, devices/equipment/tools special for maintenance/repair/calibration/trouble shooting of system/equipment/device of CPB that shall be used by factory crew for fault detection, isolation and recovery. If possible, there shall be capability of data acquisition especially from main engines and from other systems/devices/equipment that have software. If Coast Guard Command doesn't have Factor Level Maintenance/Repair ability of chosen systems/equipment, 4 sets of Factory Level Tool Kits shall be provided by contractor.

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 / TURKEY.

The contractor must inform the **Delegation of the European Union to Turkey** at Uğur Mumcu Caddesi No:88 Kat:5, Gaziosmanpaşa, Ankara-TURKEY, 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, publication reference 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: < Publication reference >

Supply Contract: Supply of Coastal Patrol Boats

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

- 32.1. The contractor shall warrant that the supplies are new, unused, of the most recent models and incorporate all recent improvements in design and materials, unless otherwise provided in the contract. The contractor shall further warrant that all supplies shall have no defect arising from design, materials or workmanship, except insofar as the design or materials are required by the specifications, or from any act or omission, that may develop under use of the supplies in the conditions obtaining in the country of the contracting authority.
- 32.2. The contractor shall be responsible for making good any defect in, or damage to, any part of the supplies which may appear or occur during the warranty period and which:
- a) results from the use of defective materials, faulty workmanship or design of the contractor; and/or
 - b) results from any act or omission of the contractor during the warranty period; and/or
 - c) appears in the course of an inspection made by, or on behalf of, the contracting authority.
- 32.3 The contractor shall at its own cost make good the defect or damage as soon as practicable. The warranty period for all items replaced or repaired shall recommence from the date when the replacement or repair was made to the satisfaction of the project manager. If the contract provides for partial

acceptance, the warranty period shall be extended only for the part of the supplies affected by the replacement or repair.

- 32.4. If any such defect appears or such damage occurs during the warranty period, the contracting authority or the project manager shall notify the contractor. If the contractor fails to remedy a defect or damage within the time limit stipulated in the notification, the contracting authority may:
- a) remedy the defect or the damage itself, or employ someone else to carry out the tasks at the contractor's risk and cost, in which case the costs incurred by the contracting authority shall be deducted from monies due to or from guarantees held against the contractor or from both; or
 - b) terminate the contract.
- 32.5. In case of emergency, where the contractor cannot be reached immediately or, having been reached, is unable to take the measures required, the contracting authority or the project manager may have the tasks carried out at the expense of the contractor. The contracting authority or the project manager shall as soon as practicable inform the contractor of the action taken.
- 32.6 During the Contractor's Warranty (1 year after provisional acceptance) period the contractor is the key and sole responsible of the warranty in terms of this Contract; even if not specified in relevant parts of the technical specifications, the contractor shall deliver the duly corresponding warranty documents of all CPBs to the beneficiary. Warranty periods shall start as of the date of provisional acceptance of the work.

All design, workmanship, manufacturing, material and montage related problems and possible damages come out of these problems shall be fixed during the warranty period.

Contractor must designate contact person(s) able to support the beneficiary with information related to the operation of the CPBs installed. For this purpose, the contractor must provide the help desk support (phone, fax & e-mail) available 24/7 throughout the warranty period for all the items supplied. Contractor must also provide authorized technical service organisation contact data including name, postal address, e-mail, phone and fax number for each different item supplied.

In the contractual warranty period, the contractor has to begin troubleshooting the problem within 48 hours of the request. In case of any failure and manufacturing defects that may occur, the equipment shall be fixed within 5 calendar days, or if required, the malfunctioned part shall be replaced at most in 15 calendar days after the notification without generating any cost to the beneficiary. 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 and same or higher model. No additional cost will be borne by the contracting authority or the beneficiary.

Regarding the materials that require spare part guarantee and maintenance, the contractor shall provide the manufacturing company's Letter of Undertaking for the repair and maintenance throughout the commercial warranty period (if applicable). No additional fee shall be requested for such repair and maintenance.

If it is identified that the breakdown is chronic (repeating 3 times on the same boat or repeating 15 times in total), the contractor shall investigate on cause and alternative solutions to take permanent precautions as replacing the chronically breakdown device/system with a new brand/model and carrying out reparations within the entire system.

The activities like opening patches, docking, transportation of spare parts and etc. needed for reparation of the device/system in breakdown shall be carried

out by the contractor securely free of charge during the contractual warranty period.

The contractor has to guarantee that spare parts of the all equipment and systems will be available on market for at least 10 years after the delivery of the vessels.

Warranty Plan

Contractor shall utilize an online Warranty Management Information System (WMIS) to keep the beneficiary informed of all real time warranty information, which includes, at a minimum, the following items:

- Date of report of claim
- Date of remediation
- Parts affected, including serial number (where tracked)
- Nature of casualty
- Actions taken
- If claim is still open, intended action
- Beneficiary's boat number
- Suggestions / Lessons learned

If the boats are constructed in a country other than Turkey (i.e. in case the contractor or the OEM of the boat is abroad), the contractor shall provide a local representative (in Turkey) for the warranty period. The contracting authority expects this representative to provide a professional service of maintenance. Contractor will remain responsible for the level of service which his representative delivers and any complaints from the beneficiary shall be answerable.

Contractor shall provide all the consumables (lubricants etc.) and the spare parts needed for the periodical/hourly maintenance for the first 2000 operating hours or 2 years after the provisional acceptance. During the first 1000 hours of operation period the user/operator level maintenance activities shall be executed by the beneficiary, and the factory level maintenance activities (where available) shall be executed by the contractor. Contractor may use subcontractors (authorized service and representatives of OEMs) for the maintenance and repairs. In case of a factory level maintenance session has to be executed then the contractor shall inform the contracting authority and the beneficiary at least 7 calendar days in advance of his intervention.

WMIS shall be implemented to record each periodic check and repair service, detected problems and replaced or repaired parts. The recorded data shall be submitted to the beneficiary once every 3 months and upon request from the contracting authority. Contractor shall provide all services, parts, supplies, packaging, transportation and shipment of items necessary to check the overall functional operation and to accomplish the preventive maintenance tasks and to diagnose / correct malfunctions or failures.

Until the final acceptance of the work, the contractor shall be responsible for all materials and installations. Contractor shall be responsible for delivery of all boats in complete and operational state. Repair time for broken parts should be added to the warranty time of the same parts. Even if not specified in relevant parts of the technical specifications, the contractor should deliver the warranty documents (commercial warranty) of all systems to the beneficiary.

Except for the case of mutual-agreement with the beneficiary, all the repair of any part belonging to the CPBs shall be made by the authorised representative of the contractor or OEM.

All periodical maintenance related equipment, tools and materials shall be given by the contractor with the first delivery of the CPBs. In the warranty period, if it is needed to change any parts of the CPBs as a result of their life cycle, all these changes shall be done by the contractor without any additional payment.

- 32.7 There shall be at least 3 year OEM's (Original Equipment Manufacturer's) commercial warranty. The contractor will pass this information and warranty rights that exceeds the contractual warranty period to the beneficiary.

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, Turkey 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/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