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:	Barbaros Murat Köse, Acting CFCU Director	(Project Manager)
Address:	Central Finance and Contracts Unit Hazine ve Maliye Bakanlığı Kampüsü E Blok İnönü Bulvarı No:36 06490 Emek, Ankara / TURKEY	
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 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**	**Terms**
1	Implementation program	30 calendar days after the commencement of the contract. The contractor is expected to visit the site within 15 calendar days after the commencement order by the contracting authority.
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 and Engineering documentation*	With the delivery (the details are listed below)
5	The Work Health and Safety Plan and the Construction Environmental Management Plan.	Within 21 calendar days after the contract signature
6	All assembly and excavation works to be performed on the site shall be submitted to the beneficiary.	As weekly reports until provisional acceptance

*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 checklist for operating instructions and restrictions, schematic electrical diagrams, parts list with specifications and a troubleshooting guide
- Operation manuals for software
- Technical catalogues of all the equipment to be used at the system
- Complete functional diagram of the grid and all the proposed materials,
- Complete equipment list,
- Detailed specifications and instructions for use of each equipment,
- Certificate of compliance with CE norms, directives and standards.
- Weight and dimensions of the equipment/instruments
- Power supply (batteries) requirements
- Maintenance Plan

Apart from above mentioned documents, revision of already approved TEDAŞ/DisCo files (Appendices) and managing the whole approval process, excluding the costs and making applications, is under the responsibility of the contractor. The approval durations for the required documents shall be included in the total implementation period.

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 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.Aspx?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 available from the EuropeAid website at https://ec.europa.eu/europeaid/sites/devco/files/communication-visibility-requirements-2018_en.pdf 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:

Article 10 Origin

10.1 All goods purchased must originate from 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 14 Contractor's drawings

14.1 The contractor shall submit the following documentation and drawings for approval. Unless otherwise stipulated, the submission time and the due date for approvals of these documents will be covered and approved within implementation programme.

- Revise and prepare the technical files for approval (taking into consideration initial approved files provided under Appendix E to the Annex II + III: technical specifications + technical offer), AC and DC Electrical Single Line Schematics of the System. The drawings and technical files shall be revised and approved by Beneficiary within 5 working days for re-submission.
- Final project designs shall be prepared by the contractor according to the Regulation on Electrical Installations Project, the Project Template for Unlicensed Power Generation issued by MENR, the Calculation and Design Principles of Construction Works for Solar Power Plants, Rooftop Solar Power Plant Project Design Template and/or Ground Mounted Solar Power Plant Project Design Template issued by TEDAŞ. These project designs and 'as built' project designs that are to be prepared following the completion of installation shall be submitted to the End Beneficiaries (BOTAŞ and TEMSAN) as both in silico and hard copies latest one month after commissioning.
- The contractor shall submit a 12-monthly shading analysis report related to the mounting system layout plan.

- The contractor shall submit an Energy Generation Assessment Study for the proposed design. This study shall be realised with a software analysis solution preferred by Beneficiary.
- Progress reports covering all assembly and excavation works to be performed on the site shall be submitted to the beneficiary as weekly.
- Mechanical and electrical design plans, accurate as-built projects within one month after the putting the system into operation.

Article 18 Commencement order

18.1 The contracting authority shall inform the contractor by administrative order of the date on which implementation of the tasks shall begin.

Article 19 Period of implementation of the tasks

19.1 The implementation for the supply, delivery, unloading, siting installation, commissioning, testing, inspection and training of goods by the contractor shall be completed within 210 calendar days from the commencement of contract. This period shall also include the necessary approvals for the files and durations stipulated under Article 7 and 14 of Special Conditions for the respective documents.

Article 24 Quality of supplies

24.2 There shall be a preliminary technical acceptance of solar panels, inverters and related components with these items before delivery and installation procedures. With this regard, sample unit(s) shall be selected by beneficiary and related inspection and testing studies shall be carried according to the approved test programme including place of testing. The materials, items and samples specified in the preliminary technical acceptance request must be certified by beneficiary as meeting.

Article 25 Inspection and testing

25.2 The inspection and testing prior to the provisional acceptance will take place at the location 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.

Other than the inspection and testing carried out by the contractor, the contractor shall hire a third party/independent service provider (as a supervision service) to test and inspect the system. Third party service provider shall supervise the contractor to inspect, examine, measure and test the components, materials and workmanship and shall check the progress of preparation, fabrication and/or manufacture of any component being prepared, fabricated and/or manufactured for delivery, in order to establish whether the components, materials and workmanship are of the requisite quality and quantity. During the inspection and testing procedure, the quantities, the technical performances, the technical specifications and technical documentation will be verified. Third party service provider shall also get involved in the project design/revision phase to inspect, examine and optimize the project design. Tests and requirements as specified in IEC 62446 and IEC 60891 shall be completed to inspect and monitor the SPP. Third party inspection service provider company information shall be submitted for the beneficiary approval and only approved consultants shall be involved in the project.

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 European Commission 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 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/2021/EA-OP/0077

Supply Contract: Supply of Equipment for Photovoltaic Applications for BOTAŞ and TEMSAN

Lot number:

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 BARİYERİ” 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 Apart from the warranty provided by the contractor, all the equipment must have at least 2 (two) years of commercial warranty, including all accessories. All deficiencies and faults will be rectified by the contractor within the warranty period. Other warranty requirements are listed below:

- PV Modules shall have a minimum product warranty of 10 (ten) years and minimum linear performance warranty of 25 (twenty-five) years. The linear performance warranty shall be meeting at least 90% and 80% of the module power by the end of 10 (ten) and 25(twenty-five) years, respectively. First year module degradation must not be more than 3%.
- Inverters shall have a minimum product warranty of 10 (ten) years.
- PV Module Mounting System shall be designed and installed for a minimum service life of 25 (twenty-five) years and shall have a minimum product warranty of 10 (ten) years supported by the manufacturer.

a) The contractor must provide security and other critical software patches during the warranty period.

b) The contractor must provide service organisation contact data including organisation name, e-mail, phone and fax number.

c) Contractor must designate contact person(s) able to support the beneficiary with information related to the operation of the system installed. For this purpose, the contractor must provide the details of hotline and e-mail and fax contact number available min during working hours (8:00 a.m. – 5:00 p.m. local time).

d) In case of any failure and manufacturing defects that may occur within the warranty period, contractor must respond to the failure within 8 hours after notification and repair the equipment within 2 calendar days after notification free of charge. Equipment that cannot be repaired will be replaced with a new one free of charge.

e) The contractor shall ensure that support services (repair, replace, upgrade etc.) for the equipment supplied will be available for at least 5 (five) years, after the contractual warranty period. In the event of termination of production of the spare parts, advance notification to the beneficiary will be sent to allow procurement of the parts required. The geographical extent of these services should at least cover all the points specified for the warranty service.

f) Genuine software security and other critical software patches must be available for a minimum of 5 (five) years after the final acceptance.

g) Spare parts to be used in any repair service should be either original or approved by the manufacturer(s).

32.7 The warranty must remain valid for 1 (one) year after provisional acceptance.

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/EC[1] 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