



This Project co-funded by the
European Union and the Republic of Türkiye

REPUBLIC OF TÜRKİYE
THE MINISTRY OF LABOUR AND SOCIAL SECURITY
DIRECTORATE OF EUROPEAN UNION AND FINANCIAL ASSISTANCE

European Union Funded
SUPPLY CONTRACTS
IMPLEMENTATION
GUIDELINE





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European Union Funded Supply Contracts Implementation Guideline

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Republic of Türkiye, Ministry of Labour and Social Security

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Social Policies Sectoral Operational Programme

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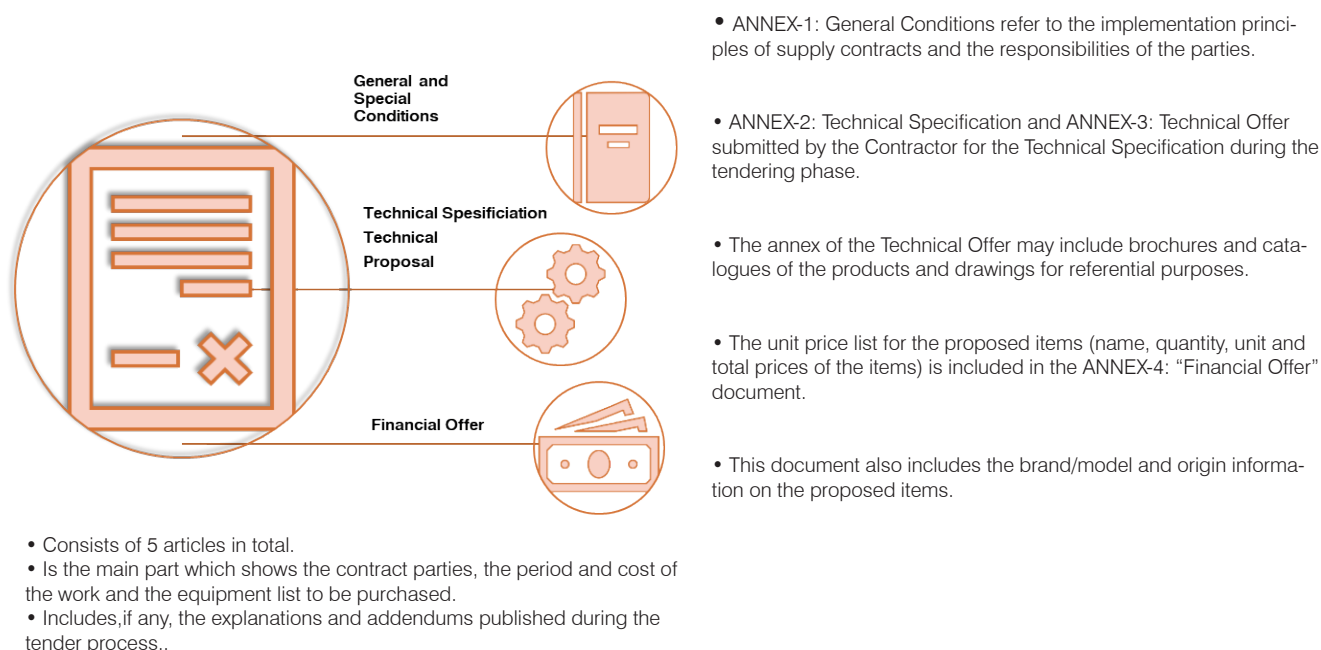
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1. SUPPLY COMPONENT CONTRACTS AND THEIR ANNEXES

Supply Component (Procurement) Contracts are trilateral contracts signed by the Directorate of the European Union and Financial Assistance of the Republic of Türkiye, Ministry of Labour And Social Security (Contracting Authority), the awarded Contractor of the tender process and the European Union. The contract and its annexes are prepared according to the PRAG (Practical Guide) standards and templates in English and include the following main documents



Apart from the below-mentioned annexes, the contract annexes may also include the standard PRAG annexes or other documents specific to the contract (ANNEX-5).

The Beneficiaries are not a legal party of the contract. However, they have a responsibility to the Contracting Authority for the effective implementation of the activities especially during and after the delivery including inspection and acceptance in the implementation phase

1.1 Commencement of the Contract

After the preparation of the contract dossier, the Contracting Authority sends a copy which is signed by the parties to the Beneficiary. Any correspondence that will affect the administrative and/or technical implementation of the contract shall be made through the Contracting Authority with the necessary demands and information.

The official correspondence language of the contract is English.

According to the contract, if one of the parties needs to give permission, approval, document, no objection letter or determine, notify, call or invite for the implementation of the work and the delivery of the goods, said procedures shall be carried out in writing between the parties.


At the beginning of the contract, the Contractor shall submit a "Performance Guarantee Letter" which corresponds to 10% of the contract value. Moreover, based on an "Pre-Financing Guarantee Letter", an advance payment of 40% of the contract value may be paid to the Contractor. These procedures shall be made during the signature and following the commencement phase of the contract.

1.2 The Implementation Period

Unless otherwise provided under Article 18 of Special Conditions within the contract, the implementation period shall commence as of contract signature date. If otherwise provided for, the Contracting Authority shall be entitled to start the implementation period through an "Administrative Order" at a different date than the contract signature date.

The scope of the implementation period and relevant stages are identified in Article 19 of Special Conditions which is an annex to the contract. Delivery, installation, commissioning, inspection and acceptance processes should be completed within the duration specified in this article.

1.3 Submission of the Implementation Plan by the Contractor



Application periods generally vary between 60-180 calendar days in the supply contracts. Especially in short-term works, it is very important for the Beneficiary to have the delivery site(s) ready for installation in order to prevent the delivery and installation of the products to be supplied.

Otherwise, the Contract Authority reserves the right to impose sanctions on the relevant Beneficiary in accordance with the operational agreement, as the delivery delay may occur due to reasons not caused by the Contractor.

The Contractor should submit an implementation plan for the approval of the Contracting Authority and the Beneficiary in accordance with Article 13 of the Special Conditions. Accurate and detailed preparation of the implementation plan would allow the effective implementation and monitoring of the process by the Contract-

ing Authority. After the submission of the implementation plan by the Contractor, the Beneficiary is expected to evaluate and comment on the plan. In accordance with the delivery times specified in the implementation plan, the Beneficiary is obliged to get the delivery locations ready for installation of the equipment (in terms of infrastructure, renovation, permits, etc.).



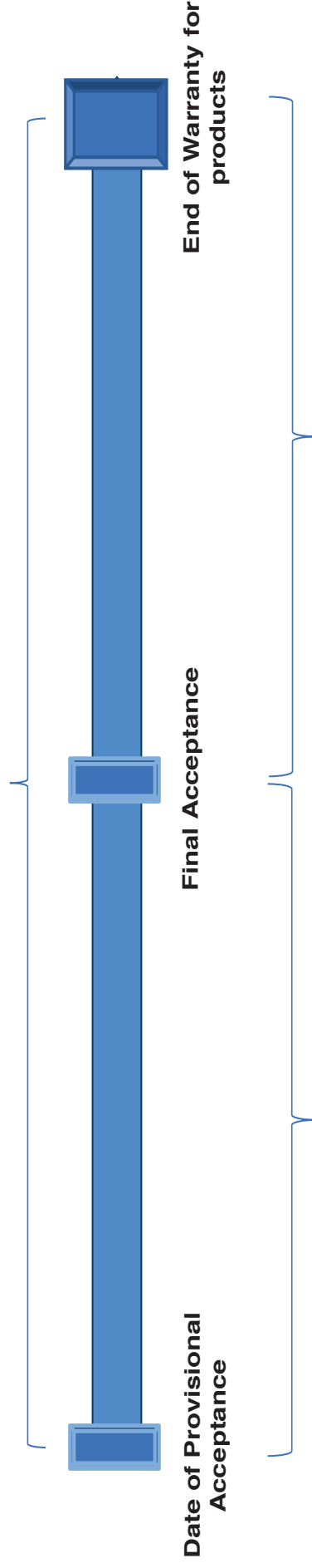
Delivery period is included in the implementation period. An exemplary implementation period is shown below:

Total Implementation Period: 165 days

- **Delivery, installation, commissioning, training: 90 days (under the responsibility of the Contractor)**
- **Inspection and Acceptance Processes: 30 days (under the responsibility of both the Beneficiary and the Contractor)**
- **Provisional Acceptance Processes: 45 days (carried out by the Contracting Authority)**

The contract period also covers the warranty period of at least 1(one) year in addition to the above-mentioned implementation period.

EXAMPLE OF TIME-TABLE - INDICATING IMPORTANT PHASES AND TIME SCALE FROM THE SIGNATURE OF THE CONTRACT UNTIL PROVISIONAL ACCEPTANCE



Contract Warranty Period: (1 year unless otherwise provided for in Special Conditions)

The scope of “Contractual Warranty”

specified in Art.32 of General Conditions
 The contractor shall remedy any deficiency and defect of the delivered supplies and services from the Provisional acceptance to until Final Acceptance. Warranty services to be provided by the Contractor in this process shall be considered in the scope of the Contract.

Commercial Warranty remaining as of the date of Final Acceptance:

The scope of “Warranty” as indicated in national legislation.

This refers to minimum warranty period remaining as of the date of final Acceptance and is indicated in the legislation. During this period, the Beneficiary is responsible for seeking services for the repair of the defects in the scope of commercial warranty.

2. ORGANIZATION OF THE KICK-OFF MEETING

Kick off meeting is organized generally in the first month of the contract and allows for the introduction of the contract parties and the Beneficiary. The Contract Manager from the Contracting Authority and authorized representatives from the Beneficiary and the Contractor shall meet and review the implementation plan as well as administrative and technical sections of the contract.

Since the Contract would be implemented in the scope of national legislation in Türkiye, the Contracting Authority provides detailed information on issues related with the implementation to the Contractors in accordance with Article 8 of General Conditions These meetings are of importance especially to the foreign contractors.


To the extent permitted by Article 6 of Special Conditions, if the Contractor would like to use a subcontractor during any phase of the contract, related information should be submitted to the Contracting Authority for conducting necessary administrative controls and giving permits.

The kick-off meeting also allows for informing the Contractor about local procedures such as tax exemption and customs and providing clarifications to parties if needed.

2.1 Reviewing the Technical Specifications and Technical Proposal

Unless specified in Technical Specification and if there are sections which have been left to the initiative of the Beneficiary during ordering phase of the items (i.e. colour of the products, optional equipment and/or parts to be produced during manufacturing process depending on final utilisation), agreement should be reached by the parties about these issues.


Between the tendering and award of the contract, situations of conflict, if any, about items to be procured, rules of origin, and technical criteria should be determined and notified to the Contracting Authority.



It is important that any information obtained during the tender preparation phase, report drawn up in evaluation phase and market research are communicated to the Beneficiary representatives who will be engaged in the implementation phase

2.2 Site Visits

The Contractor must visit the site of delivery and installation in advance before the delivery if necessary. In the scope of Article 15.1 (d) and (e) of General Conditions, should some supplementary equipment be needed during installation phase (i.e., forklift, pallet truck, additional personnel for handling, etc.), these should be determined in advance.



All the equipment necessary to be procured for delivery and installation are under the responsibility of the Contractor. However, the Beneficiary shall be responsible for the preparation and availability of the installation location before the delivery including infrastructure requirements.

3. PREPARATIONS PRIOR TO THE DELIVERY

At the beginning of the contract before the delivery phase, the Contractor should carry out the necessary procedures for tax exemption, obtain the necessary approvals from the Contracting Authority and the Beneficiary and prepare the necessary documents for customs and export taxes if it has any items to be exported.

3.1 Tax Exemptions and Application Within the Framework of IPA II Framework Agreement

In accordance with the General Communique of the Framework Agreement of Türkiye-European Union Instrument for Pre-accession Assistance (IPA II), Value Added Tax (VAT), Special Consumption Tax (SCT), Motor Vehicle Tax, Special Communication Tax, Inheritance and Transfer Tax, customs or import duties, charges, and/or taxes of equivalent effect, stamp or registration duties or any other charge having equivalent effect shall not be funded. Such exemption shall only be applied to the imports in connection with the goods supplied and/or services rendered and/or works executed by the contractor under the subject contract. The contractor shall not use the tax exemption obtained from this contract for any other purpose or work other than the contract.

3.1.1. Receival and Use of VAT Exemption Certificate by the Contractor and Beneficiaries' Obligations on Tax Exemption

In order to benefit from the VAT exemption, the Contractor shall apply for "VAT Exemption Certificate" together with information sheet, request letter, contract and other necessary documents which are issued by the Contracting Authority (According to the contract amount and the legal status of the Contractor, the application shall be made to one or more of these institutions: Revenue Administration, Directorate of Tax Administration and the Revenue Office)

VAT Exemption Certificate should be issued to the Contractor within 30 days after the Contractor submits complete application with required documents pursuant to Article 28(2)(c) of the IPA II Framework Agreement. Based on delivery dates specified in the contract, said applications may be immediately carried out in short-term contracts.

Should the amount of the invoice to be issued by the Contractor for the goods, services and activities carried out within the framework of the contract or the total amount of the purchases to be made from the same supplier within the framework of the same contract (VAT excluded) exceed TRY 3,500, the Contractor should first conclude a "Procurement Contract" with its supplier.

If the Beneficiary approves the goods, services and works mentioned in the contract are within the framework of the contract with an annotation as "The procurements written in the Procurement Contract hereby are carried out within the framework of Union Agreement dated and no.....", VAT shall not be calculated for delivery of goods, conduct of services and works.

The Contractor shall issue the invoices related to the contract in the name of the Contracting Authority. The Beneficiary shall in no way be invoiced.

If the invoice amount is below TRY 3,500 (excluding VAT), "Procurement Contract" with the supplier and approval of the Beneficiary are not required. The VAT Exemption Certificate and its copy may be presented along with the invoice to be issued.

In order to benefit from VAT exemption, the Contractor has to include the following clause in the invoice in Turkish: "6647 sayılı Kanunla onaylanması uygun bulunan IPA II Çerçeve Anlaşmasının 28/2. maddesi gereğince, tarih ve sayılı KDV İstisna Sertifikasına istinaden KDV hesaplanmamıştır"

The Contractor should classify and state in the below-mentioned "IPA Procurement Notice" (ANNEX 8) its procurement activities according to its use of the VAT Exemption Certificate as those exempt from VAT through the use of the certificate, those with VAT without the use of the certificate and other expenses which are not related to VAT.

IPA ALIM BİLDİRİMİ							EK-8	
BİRLİK YÜKLENİCİSİNİN				BİRLİK SÖZLEŞMESİNİN				
Adı-Soyadı/Unvanı		Vergi Kimlik No'su ¹⁸		Konusu		Tarih ve Sayısı		
KDV İSTİSNA SERTİFİKASI KULLANILARAK YAPILAN KDV'SİZ ALIMLARA İLİŞKİN BİLGİLER								
No	TEDARİKÇİNİN		TEMİN EDİLEN MAL, HİZMET VE İŞİN ²⁰		FATURANIN			
1	Adı-Soyadı/Unvanı	Vergi Kimlik No'su	Türü	KDV'siz Tutarı (TL)	Tarihi	Sayısı		
...								
TOPLAM (a)								
KDV İSTİSNA SERTİFİKASI KULLANILMAKSIZIN YAPILAN KDV'Lİ ALIMLARA İLİŞKİN BİLGİLER								
No	TEDARİKÇİNİN		TEMİN EDİLEN MAL, HİZMET VE İŞİN		FATURANIN			
1	Adı-Soyadı/Unvanı	Vergi Kimlik No'su	Türü	KDV'li Tutarı (TL)	KDV'siz Tutarı (TL)	Tarihi	Sayısı	
...								
TOPLAM (b)								
DİĞER HARCAMALAR (Ücret Ödemeleri vb.)								
No	Harcamanın Niteliği	Açıklama	Tutarı (TL)		Dönem/Tarihi			
1								
...								
TOPLAM (c)								
GENEL TOPLAM (a+b+c)								
"Bu bildirimde yer alan alım ve harcamalar, tarih ve sayılı Birlik Sözleşmesi kapsamında yapılmıştır"								
Doğruluğu Onaylanır.								
[Hibe Yararlanıcısı - Adı-Soyadı/Unvanı, Tarih, Kaşe/Mühür]								

The Contractor shall submit ANNEX 8 document to the authorized tax office/ procurement directorate as an original attached to a letter until the last of February each year, for contracts terminating within the year, until the end of the second month following the termination of the contract and for cases in which VAT return is requested, until the date of the return request in any event.

In the event of an amendment in contract articles or the legal status of any party, the VAT Exemption Certificate shall be issued again according to the new condition. This also includes the period extension in the contract.

VAT and SCT return, the issue of an invoice without VAT and other tax-related (for example, duties etc.) information and directives to follow all of which concern the Contractor are included in the Communique in detail.

Especially for contracts including procurement of vehicle

The provisions stated in Article 4.3 and 4.9 of the Communique shall be valid regarding SCT and MVT exemption and application. In SCT returns, ANNEX 10 document similar to ANNEX 8, to be approved by the Beneficiary and the Contracting Authority, shall be filled out by the Contractor. The Contractor shall first register and record the purchased vehicle under its name in a relevant registration office and pay for the MVT which accrues during the contract. Then, it will be possible for the paid MVT to be returned pursuant to Article 4.9.3 of the Communique. The licence and transfer procedures for the vehicles are stated in Article 5.7 of this Guide.

3.1.2 Tax Exemption and Its Application in Import Procedures

Pursuant to the General Communique of the Framework Agreement of Instrument for Pre-Accession Assistance between Türkiye and European Union (IPA II), customs taxes, import taxes and/or duties and levies of the similar effect are not financed and are allowed to enter into the Republic of Türkiye as stated in Article 28-2/a of IPA II Framework Agreement. Said exemption shall only apply to the imports in connection with the goods supplied and/or services rendered and/or works executed by the Contractor under the contract.

The Contractor shall issue “The List of Goods to Be Imported” (ANNEX 17 in the Communique) and obtain the Beneficiary’s approval for the goods included in this list as under the contract.

EK-17				
İthal Edilecek Eşya Listesi				
Birlik Yüklenicisinin				
Unvanı/Adı				
Tüzel Kişiler için Vergi Kimlik Numarası				
Gerçek Kişiler için T.C. Kimlik Numarası				
İthal edilen eşyaya ve Tedarikçilere ilişkin bilgiler				
Sıra No	Eşyanın GTİP No'su	Cinsi	Miktarı	Tutarı (CIF Bedeli ³⁰)
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
"Yukarıda yer alan eşya, IPA II Çerçeve Anlaşması kapsamındaki sayılı Birlik Sözleşmesi çerçevesinde ithal edilmiştir."				

The goods included in said list shall be imported as exempted from customs or import taxes, duties, VAT, SCT and other similar taxes and duties in the event that the Contractor submits a copy of the "VAT Exemption Certificate" together with said list to the relevant Customs Administration Office.

The item list which includes the brand/model information annexed to the Contract and the relevant parts to be filled out in the Communique should be consistent with each other.

The Contractor shall use the VAT exemption certificate directly itself or through natural or legal persons authorised to perform works and transactions on behalf of the contractor (for instance, broker firms, customs consultancy companies, etc.) during import transactions. Only the Contractor can use the exemption from VAT, SCT, and other similar taxes, duties, and charges emerging from import transaction. **No other natural or legal person than the contractor may use tax exemption in their import transactions.**

For smooth implementation of the customs transactions without delay, "VAT Exemption Certificate" must have been obtained by the Contractor prior to the shipping and importing the goods; and the "List of Goods to be Imported" must have been approved by the Beneficiary.

Foreign contractors who are not resident in Türkiye must seek for customs consultancy/broker services unless they work with a local registered company. At the beginning of the contract, the foreign contractor must inform the Contracting Authority about the customs consultancy firm with which they had an agreement and the national ID number of the authorized person (natural person) from this company. The Contracting Authority, then, shall issue an official letter for authorizing the customs broker who has been assigned by the Contractor.

3.2 Item Replacement Requests

Brand/model and origin information of the items in the Financial Offer which are annexed to the Contract cannot be changed by the Contractor under normal circumstances. Accordingly, the Contractor was awarded the tender and signed the contract with these items and their unit prices offered in the first place. However, during the implementation phase, if faced with one or more of the below-mentioned conditions because of reasons which do not arise from the Contractor, the Contractor may request for an item replacement according to Article 22 of General Conditions:

- 1. If the manufacturer no longer manufactures the related brand/model and/or the product is not available in the market (End-of-life):** The Contractor may request for item replacement by submitting a proof document from the manufacturer indicating that the product is no longer manufactured. Moreover, it should be checked if the related product can be procured through the existing inventory of market despite the fact that its production has been halted or no longer available. The Contractor shall not ask for additional cost.

- 2. If the manufacturer fails to meet the country of origin criteria:** Although the product is procurable in the market, should the manufacturer cannot meet the country of origin criteria specified in Article 10 of General and Special Conditions due to the change in place of manufacture (verified by a declaration), then the Contractor may request an item replacement together with a proof document from the manufacturer demonstrating the situation.
- 3. Replacement on condition that brand/model stays the same:** If it is possible to transform the contract goods into a newly-designed or produced model based on its features and if this is in accordance with the current technical specification and technical offer, if no extra price or cost is needed because of said change and if all parties agree, the procured goods can be replaced with a newly-designed or produced model.
- 4. Replacement of items requiring special manufacturing process:** The Contractor can suggest a better manufacture or design in order to ensure that the installation or manufacture is carried out more effectively, which is different from the arrangement made in the technical specification. Said suggestion can be accepted if approved. However, in this case the Contractor shall not ask for an additional cost.
- 5. Other:** Request by the Contracting Authority for item replacements in the scope of Article 22 of General Conditions are considered within this context.

Item replacement requests are realized with the approval and Administrative Order issued by the Contracting Authority. However, changes in the contract conditions should not create an unfair competition during the tendering phase in a retrospective way.

The new product to be offered shall meet the minimum criteria of the previously offered product (Technical Offer of the Contractor) in the tendering phase or shall be better.

The new product to be offered shall meet the country of origin criteria in the Article 10 of General and Special Conditions.

3.2.1 Change of Quantity

Within the framework of Article 22 of General Conditions, the Beneficiary can only demand an increase or decrease in the quantity of items from the Contracting Authority based on a proper justification. Said demands are evaluated by the Contracting Authority and the EU Delegation. Any increase or decrease planned to be made should be within \pm %25 of the total budget stated in the financial offer of the Contractor. **Moreover, the new budget updated following the increases in the quantity should be within the total budget reserved for the supply component in the Operation Identification Sheet (OIS).**

Since item or quantity changes may affect the ANNEXES of the Communique which is filled out for VAT exemption and import, they should be carried out at the very beginning of the contract before the delivery. Otherwise, there may be some problems in the import, delivery and application of VAT exemption.

3.3 Parties' Obligations Prior to the Delivery

Since the language of the contract is English, it is very important that all parties have an effective correspondence and communication skills especially with contracts having a foreign contractor. The Beneficiary is obliged to get the delivery location ready for installation. In this scope, the deficiencies detected by the Contractor through the site visit at the beginning of the project, which may affect the installation or operation of the equipment adversely, should be corrected. If there is a change in the delivery locations, the Beneficiary should give information to the Contracting Authority officially in advance. Any changes to be made in the delivery location of the supplied item stated in the Contract shall depend on an Administrative Order issued by the Contracting Authority. The table below shows the mutual obligations of the parties prior to the delivery:

THE CONTRACTOR'S OBLIGATIONS	THE BENEFICIARY'S OBLIGATIONS
Submission and approval of the implementation plan by the parties at the beginning of the contract	
Reviewing the technical specification. Checking the availability of the items to be delivered, if necessary, obtaining approval for item replacement and if any evaluating item replacement requests	
Obtaining Tax Exemption Certificate	When requested by the Contractor, approving "IPA Procurement Notice" (ANNEX-8)
If an import is planned, preparing the annexes and documents	Controlling "The List of Goods to Be Imported" (Communique ANNEX 17) according to the contract and approving. If seen necessary, the Beneficiary shall submit any information that may be requested by the Contracting Authority and/or Customs Office in a timely manner during the delivery phase in order to avoid any delay in the delivery.
Controlling delivery locations via site visit. Controlling delivery addresses and communication information. If deemed necessary, information should be provided before the installation phase, regarding the infrastructure needs etc. which has to be realised by the Beneficiary. If seen necessary, submitting the layout plans and drawings for the items in accordance with Article 14 of General and Special Conditions and getting approvals	The Beneficiary is obliged to get the delivery location ready for installation. In this scope, the deficiencies detected by the Contractor through the site visit at the beginning of the project, which may affect the installation or operation of the equipment adversely, must be corrected.

Completing the necessary insurance and transportation procedures before the delivery	The Beneficiary should provide the technical drawings about the delivery location to the Contractor when necessary as indicated in Article 7 of General Conditions. The Beneficiary should also assign related personnel qualified with the technical specification of the contract throughout the implementation period.
Creating packaging lists for a proper and fast arrangement of delivery reports and preparing a list of item serial numbers	
If foreseen in Special Conditions and preliminary acceptance procedures are to be carried out before the delivery, the Contractor shall inform the Contracting Authority and make the necessary preparations (manufacturing place, warehouse...etc.) for preliminary acceptance in the place and time seen fit by the Beneficiary. 1	

3.3.1 DDP Rule

Unless otherwise provided in Special Conditions, delivery terms in the contract are defined as “DDP” (Delivered Duty Paid), in accordance with Article 16 of General Conditions.

In DDP, the Contractor is obliged to follow directives on delivery and packaging rules specified in Article 29 of General Conditions and to deliver all the goods to be supplied in the framework of the contract to the delivery place with all shipping and import procedures executed.

The Contractor must also perform all the actions necessary for import and customs procedures and bear any expenses such as tax, duty, etc. 2

4. DELIVERY AND INSTALLATION

The Contractor shall be responsible for the installation, packaging, shipment, transfer, delivery, discharge, storage and maintenance of all the necessary goods and materials for the work hereby. The Contractor shall also be responsible for any and all damage that may occur during the transfer of the materials. The Contractor shall complete all the administrative and technical preparations before the delivery. Likewise, the Beneficiary shall prepare the necessary delivery location and make it ready and available for installations. If more than one delivery is planned, the Contractor shall submit a delivery plan to the Beneficiary before obtaining an approval from the Contracting Authority for the delivery. Partial delivery can be made for some items in the contract.

During the delivery phase, the products to be supplied must be packaged in accordance with the rules laid down in Article 29 of the General and Special Conditions. The Contractor should pay attention that the products are not damaged or harmed in any way during the shipment, handling, loading and unloading. In addition, they should not be exposed to external factors or harsh environmental conditions. With this regard the necessary

1 Detailed information about the Preliminary Acceptance Study is specified in the “Inspection and Test” section of this guide.

2 More information can be obtained from the following link on DDP Rule:



<http://www.iccwbo.org/products-and-services/trade-facilitation/incoterms-2010/the-incoterms-rules/>

protective measures should be taken, and relevant insurance procedures should be completed by the Contractor. Especially if large size items are to be delivered, such issues as transit points, crane/ forklift needs, the availability of the area of use of these auxiliary equipment must be analysed by the Contractor.

After the completion of all delivery preparations, the Contractor must obtain a written approval from the Contracting Authority as stated in Articles 29.4 and 29.5 of General Conditions. The Contractor shall not move forward to the delivery phase without the written approval of the Contracting Authority.

The implementation period shall not be extended because of any delays arising from the Contractor.

However, if any delay occurs during the implementation, delivery and/or installation phase because of the Beneficiary or Contracting Authority, the Contractor shall be entitled to an extension pursuant to Article 21 of General Conditions.

TESLİMAT TUTANAĞI DELIVERY DOCUMENT			
Contract title: Supply of Equipment for the Institutional Capacity Building for the Implementation of Employment, Education and Sectoral Operational Programme (EESP SOP) under IPA-II Operation			
Publication reference: EuropeAid/139203/1H/SUP/TR			
Contract/Sözleşme No: TREESP4.1.TASOP/P-02			
Contractor/Yüklenici: MÜŞAVİRLİK TIC. ve MAKİNA SAN. TIC. A.Ş.			
Delivery Address/ Teslimat Adresi : Çalışma, Sosyal Hizmetler ve Aile Bakanlığı Avrupa Birliği ve Dış İlişkiler Dairesi Başkanlığı, Ceyhan Atuf Kansı Caddesi, No:102, Balgat- Ankara			
Yukarıda bilgileri verilen sözleşme kapsamında, aşağıdaki listede belirtilen ürünler eksiksiz olarak teslim edilmiştir.			
The listed items in line with the above mentioned contract, were delivered with no defect or missing part.			
Item number Kalem No	Quantity Adet	Brand/Model delivered Teslim Edilen Ürün Marka/Modeli	Serial Numbers Seri Numaraları
2.3	10	Network and Security System Dell/Networking N3024P Edge Switch	4DFXC2 , C5DFXC2 95DFXC2 , 85DFXC2 49DFXC2 , FCDFXC2 26DFXC2 , 69DFXC2 9DDFXC2 , F7DFXC2
2.4	15	Network and Security System Dell EMC Networking Aerohive AP230 Wireless Access Point	4D851L2 , G8851L2 FF851L2 , 5D851L2 BB851L2 , JG851L2 6C851L2 , 69851L2 BG851L2 , 76851L2 88851L2 , FB851L2 H5851L2 , 3G851L2 4B851L2
Teslim Eden Adı/Soyadı		Teslim Alan Adı/Soyadı	
Tarih : 12.04.2013		Tarih : 12.06.2013	
İmza : 		İmza : 	


4.1 Drafting Delivery Acceptance Report

After the delivery is complete, a detailed list of the delivered items must be prepared (for instance, serial numbers, units, content of the items, the list of other parts delivered together with them, etc.). Along with this list, a delivery acceptance report indicating the date of delivery must be drafted between the Contractor and the Beneficiary. If there is more than one place of delivery in the contract, separate delivery reports for each delivery place must be drafted.

The Contractor must submit to the Beneficiary maintenance instructions and procedures for the procured goods, technical guidelines and/or user manuals which include the necessary installation information for the installation of new parts, licenses and other documents in the contract. Missing documentation of the items may result in an incomplete delivery phase.

4.2. Installation and Commissioning

The sufficiency of the preparations made and measures adopted by the Contractor for the installation is evaluated by the Contracting Authority in procurement of goods which require installation. As indicated in Article 15 of General Conditions, the Contractor is obliged to ensure that all delivered items are in fully functional condition and ready for use. With this regard, the Contractor is also expected to provide any necessary materials, documents and labour force for performing these procedures. Costs and services related to these works are included in the unit prices offered by the Contractor for the products. The Contractor shall be obliged to compensate for any possible damages which occur during the installation and other works.



Provisional acceptance phase does not commence with the completion of the delivery and the installation. Provisional Acceptance phase may only be proceeded after the completion of inspection and acceptance. After the completion of installation and commissioning of the delivered products, the rights and ownership of the products do not pass to the Beneficiary

Beneficiary should not start to use the products until Provisional Acceptance.

The table below shows the mutual obligations of the parties during the delivery phase:

OBLIGATIONS OF THE CONTRACTOR	OBLIGATIONS OF THE BENEFICIARY
Planning for installation and commissioning by the parties and informing the Contracting Authority	
Reviewing the technical specification, solving any issues, if any, that is necessary for the commissioning of an item but not stated in the technical specifications. Obtaining the necessary documents, equipment and software which are to be issued by the Beneficiary by the Contractor for proper usage of the item	
If any fault is determined in the manufacture before the delivery/installation, the item must be replaced with a new one which is the same as the previous one.	Determining any faults in manufacture independent from the technical specifications before the commencement of Testing and Acceptance activities and informing the Contracting Authority
If any training is foreseen, submitting the training plan to the Contracting Authority	If any training is foreseen, appointing the necessary personnel for the training
If no fault is seen in the delivered items, preparing the printed forms necessary for the "Testing and Acceptance" procedures.	Assigning testing and acceptance commission.

4.3. Training

After the installation and commissioning of the products have been completed by the Contractor at their final locations and, if any, before testing and acceptance, the Contractor must provide user training specified in the contract to the Beneficiary personnel. The minimum criteria required for these trainings (day/hour information, the content of the training, the language and location) must be indicated in the technical specification. If said specification does not include the condition of training, the Beneficiary cannot demand a comprehensive user training from the Contractor. Training covers at least the use, maintenance and features of the delivered items in the contract. As stated in Article 15 (h) of the General Conditions, the entire cost of the training is included in the Contractor's financial offer.

Before the training phase, the contractor should provide the training plan to the parties and ensure that the necessary preparations are completed in advance. The Beneficiary should appoint relevant personnel in advance in accordance with the submitted training plan and ensure their availability for the training.

If specified in Special Conditions, the training may be organized in the manufacturing site or a different location outside the delivery location in line with Beneficiary's request. In case of multiple delivery places, the training events may need to be organised in different delivery points as well.

In addition, the Contractor shall submit user and maintenance manuals for the delivered products to the Beneficiary prior to training in accordance with Article 14.7 of General Conditions. If specified in Article 14 of Special Conditions, these manuals shall support Turkish language and if not possible, shall be prepared by the Contractors in the form of a practical guide to include important information in Turkish for proper usage of the equipment.

Minutes, participant information, and if possible, pictures about the training should be organised by the Contractor and attached to the “Inspection and Testing Document” to be prepared.

It is useful that some of the training is organised during installation and commissioning phase (for instance, industrial machinery, software and IT products which require special configuration information, etc.). Indeed, the technical personnel, who are the end users, may need to learn the installation and commissioning procedures in detail. In such special cases, the training can be organized in coordination with installation and commissioning phase after notifying the Contracting Authority.

For ensuring sustainable benefit from the products, it is very important that the training is delivered by capable authorised persons, and that relevant personnel of the Beneficiary, who will use the equipment in future, are trained specifically. Indeed, the Contracting Authority may monitor the personnel who were trained during the field visits to be carried out in Provisional Acceptance phase.

5. INSPECTION AND TESTING PROCEDURES

As specified in Articles 24 and 25 of the Inspection and Testing Procedures of General and Special Conditions, all products to be procured under the contract may be inspected by the Contracting Authority and the Beneficiary during the implementation process, from the production stage to the inspection and testing stage whenever required. The Beneficiaries shall be responsible for the establishment and working principles of testing and acceptance commissions to be established by them. Inspection and testing procedures under the contract can be carried out in two phases as preliminary acceptance and acceptance in the final delivery point.

5.1. Preliminary Acceptance

Pursuant to Articles 24.2 and 25.2 of General Conditions, in order to prevent irremediable faults, avoid any delays in the delivery period and remedy mistakes in a timely manner for procurements that require manufacture or production process, the Beneficiary may carry out inspections periodically or at some stages during the manufacturing or production phases to determine whether the goods are produced according to the quality and features specified in the tender document especially in situations where there is no possibility to control after the completion of manufacture or production. This inspection can be carried out in the production line, the Contractor's storage or any other place agreed on by the parties. However, the Contracting Authority must be informed.

Especially at the kick-off meeting, it should be agreed whether there will be a preliminary acceptance activity. Therefore, the Contractor can draw up his implementation plan in accordance. It is recommended to include a provision of preliminary acceptance in Special Conditions before the tendering process in order to avoid any matters in dispute.

If requested in Article 14 of Special Conditions, samples, drawings, or models of the products may need to be submitted by the Contractor for preliminary acceptance by the Contracting Authority and the Beneficiary before the manufacturing of the goods.

The preliminary acceptance activity report should be submitted to the Contracting Authority after signed by the authorised commission and the Beneficiary. As stated in Article 24.3 of General Conditions, even if the items meet the minimum requirements in the specification, the Contractor should remedy any faults which are independent from the technical specification and directly related to production and determined during the preliminary acceptance and/or inspection and testing procedures.

When the items pass the preliminary acceptance phase, this does not necessarily mean the completion of inspection and testing procedures stated in Article 25 of General Conditions. Unless the delivery, installation, if any, training of the items and other conditions under the contract are not completed by the Contractor, inspection and testing procedures shall not be deemed as completed.



5.2 Performing Inspection and Testing at Final Delivery Point

After if any, the preliminary acceptance, delivery, installation, commissioning and training of the items are completed within the contract, the Beneficiary and the Contractor shall undertake a joint study to carry out inspection and testing at each delivery point. The maximum period defined for this inspection and testing process to be carried out according to Article 25 of the General Conditions is specified in Article 19 of the Special Conditions.

The documents that should be available for the Inspection and Testing procedures to be performed are as follows:

1. The Contract, Technical Specification and the Technical Offer of the Contractor (Annex II-III)
2. Addenda made in the tendering phase, if any, and the clarifications to questions

3. Administrative orders, and/or addendums
4. Delivery reports
5. Training reports for trainings demanded under the contract
6. Product catalogue/brochure presented by the Contractor and supporting documents

THE CONTRACTOR'S OBLIGATIONS	THE BENEFICIARY'S OBLIGATIONS
Setting a date for Inspection and Testing Procedures by the Parties and informing the Contracting Authority	
The Contractor's representatives should work together with the Beneficiary's representatives.	Assignment of an impartial inspection acceptance commission consisting of at least 3 (three) members at the delivery points by the Beneficiary pursuant to "The Directive on Auditing, Inspection and Acceptance Procedures for Procurement of Goods".
Providing all the infrastructure and consumables necessary for the Inspection and Testing Procedures (It is the Contractor's duty to prove the suitability of the items with the specification.)	The Commission's ability to have a command over the implementation phase, specification, the English language and, if any, any changes made under the contract.
Using a template for inspection and testing procedures determined by the Contracting Authority	
One of the parties may object to the inspection and testing procedures within 15 days following the finalized result and may request for once only repeating the tests under the same conditions or with a hired expert. The party who is deemed wrongful shall be obliged to cover all the costs of said procedures that are repeated.	

The following checks must be carried out by the Beneficiary together with the Contractor in order to be able to accept the items for which delivery, installation and test procedures have been completed and to arrange the Inspection and Testing Document accordingly:

CONTRACT ARTICLE AND/OR ANNEX	CHECKS AND INSPECTIONS
Technical Specifications General Conditions General Conditions Article 9.2, 29.7	The products are installed and fully functional in their final point of delivery and are ready for inspection and acceptance process Serial number, etc. information in listed under the delivery report can be checked again if necessary
General Conditions Article 9.2, 25.2 and 24.3	Defects or faults on the products, if any
Technical Specifications General Conditions General Conditions Article 14, 25	Any necessary special tools and consumables for testing the equipment provided
Technical Specifications General Conditions General Conditions Article 9.9	Proper labelling in accordance with visibility rules
Technical Specifications General Conditions	If required in the specifications; Training report and related documents checked Knowledge and competence of trained personnel checked
Technical Specifications General Conditions	For the criteria in the specifications which are not exactly measurable under normal circumstances, control of documents and certifications of the products against specifications verified
Technical Specifications General Conditions	Detailed check for the compliance to the minimum criteria specified in technical specifications against the technical offer of the Contractor
Technical Specifications General Conditions	Conditions which may pose an obstacle for functionality and sustainability of the products
General and Special Conditions Article 24 and 25	Checks for any conditions besides the deficiencies or limits on environmental impact values
Technical Specifications General Conditions General Conditions Article 14.7	Maintenance, assembly, and user manuals of products checked. Turkish translation of manuals, if required, checked
Technical Specifications General Conditions General and Special Conditions Article 14	If requested, installation and layout of the deliverables checked against the General Layout Plan and drawings which have been provided at the beginning of the contract
Technical Specifications General Conditions	If available, certificates on relevant standards, documents, calibration reports, and licenses of the products checked

General and Special Conditions Article 32	Warranty certificates of the items checked
General and Special Conditions Article 32 and 33	Information on contact points necessary for maintenance and repair of the items under warranty and information on contact points for after-sales services obtained

It is important for the Beneficiary to check warranty certificates during the inspection and acceptance phase.

The Beneficiary shall not use the items until provisional acceptance

The Inspection and Testing Document whose template is given below shall be filled out in 3 (three) original copies. The Provisional Acceptance process may be initiated if it is determined that there are no deficiencies, defects or malfunctions that may interfere with the Provisional Acceptance.

MUYAYENE VE KABUL TUTANAĞI																																			
PROJE ADI/Project Name :																																			
İLAN NO/Publication No :																																			
SÖZLEŞME NO/Contract No :																																			
PARTİ VE CİHAZ NO/Party and Equipment No:																																			
YÜKLENCİ FIRMA ADI Contractor Name:																																			
TESLİM ADRESİ: (Delivery Place)																																			
Muyayene ve Kabulü yapılacak cihazlar/Equipments that will be inspected and accepted																																			
No	Tanım (Description)	Üretici/Model (Producer/Model)	Miktar (Quantity)																																
MUYAYENE RAPORU/INSPECTION REPORT :																																			
Yukarıda marka ve modeli belirtilen cihaz ve aksesuarlarının muayene ve inceleme görevi aşağıda isimleri bulunan Muayene ve Kabul Komisyonumuzca yapılmış olup söz konusu cihazların sözleşmesine uygun olduğu, geçici kabule engel olabilecek herhangi bir eksik, kusur veya arızanın bulunmadığı tespit edilmiştir.																																			
(The assignment to inspect and examine the equipment and its parts, brands and models are indicated above, is done by our committee whose names can be found below and it is determined that these equipment are appropriate according to their contract and have no deficiency, flaw or failure leading to an obstacle for provisional acceptance.)																																			
Geçici kabule ilişkin anılan sözleşmede yer alan ve aşağıda belirtilen yükümlülüklerin eksiksiz olarak yerine getirildiğini onaylarız.																																			
(We approve that obligations included in the contract aforementioned with the provisional acceptance and indicated at below are performed.)																																			
<table border="1"> <thead> <tr> <th></th> <th>Evet/ Yes</th> <th>Hayır/ No</th> <th>GD/ NA</th> </tr> </thead> <tbody> <tr> <td>Cihaz teslim edildi/Equipment is delivered</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Cihaz kuruldu/Equipment is installed</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Cihaz çalışır hale getirildi/Equipment is put into operation</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Muayene ve testleri yapıldı/Inspection and tests are done</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Kalibrasyonu yapıldı/Calibration is done</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Eğitimler tamamlandı/Trainings are completed</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Görünürlük sağlandı/ Visibility is provided</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>			Evet/ Yes	Hayır/ No	GD/ NA	Cihaz teslim edildi/Equipment is delivered				Cihaz kuruldu/Equipment is installed				Cihaz çalışır hale getirildi/Equipment is put into operation				Muayene ve testleri yapıldı/Inspection and tests are done				Kalibrasyonu yapıldı/Calibration is done				Eğitimler tamamlandı/Trainings are completed				Görünürlük sağlandı/ Visibility is provided				<p>KOMİSYON BAŞKANI (Head of Committee)</p> <p>ÜYE (Member)</p> <p>ÜYE (Member)</p>	
	Evet/ Yes	Hayır/ No	GD/ NA																																
Cihaz teslim edildi/Equipment is delivered																																			
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ADI SOYADI/Name-Surname:																																			
GÖREVİ/Duty:																																			
TARİH/Date :																																			
İMZASI/Signature :																																			
ÜYE (Member)		ÜYE (Member)																																	
FİRMA YETKİLİSİ (Representative of Contractor)																																			
ADI SOYADI/Name-Surname:																																			
GÖREVİ/Duty:																																			
TARİH/Date:																																			
İMZASI/Signature:																																			

If a situation contrary to the contract and technical specification is detected during these operations, the deficiencies determined in addition to the Inspection and Acceptance Minutes are transmitted to the Contracting Authority by the Beneficiary and the Contractor is urgently requested to correct these deficiencies. Within this scope, no time extension is given and the Contractor is responsible for possible delays. Re-inspection and acceptance commission should be established for corrected deficiencies and procedures should be repeated.

6. PROVISIONAL ACCEPTANCE PROCEDURES

Provisional acceptance process shall start when the delivery, installation, commissioning, training, inspection, and acceptance procedures under the contract have been completed successfully, when there is nothing contradictory to the contract and technical specification, and when the annexes are submitted by the Contractor to the Contracting Authority officially along with the Inspection and Testing Document. The maximum period of time for Provisional Acceptance procedures to be carried out as per Article 31 of the General Conditions is also specified in Article 19 of the Special Conditions. Provisional Acceptance Certificate in the annex of the contract is filled out and controlled by the Beneficiary and the Contractor.

Particular attention should be paid to the following issues for preparation of this document:

- The information about the items must be consistent with the contract and the brand/model information specified in the Contractor's financial proposal.
- If the contractor has signed the contract as a consortium, the names of all consortium members must be present.
- Since the Provisional Acceptance and Final Acceptance certificates use the same PRAG template, phrases related to final acceptance must be deleted.
- If training has been provided and if related column is not available in the Provisional Acceptance Certificate, this column must be added.
- Provisional Acceptance Certificate shall be submitted to the Contracting Authority in 3 (three) original copies, each page shall be initialled, and last page shall be signed by the parties.
- The Contractor and the Beneficiary cannot place a date on any place of the Provisional Acceptance Certificate.
- Provisional Acceptance Certificate can only be signed by the Senior Representative of Operation Beneficiary (SROB) on behalf of the Beneficiary. Signature of the SROB Delegate shall not be valid.

Necessary documents for provisional acceptance:

Inspection and Testing Document and its annexes:

Inspection and Testing Document signed by the acceptance commission and its annexes (item photos (on digital media, delivery reports and initialled technical specification) shall be submitted to the Contracting Authority in 1 (one) original copy along with Provisional Acceptance Certificate.

Training Report: If training has been foreseen under the contract, training report (attendance list) as well as other available documents and pictures and Provisional Acceptance Certificate shall be submitted to the Contracting Authority.

Certificates of Origin: Before the Provisional Acceptance Certificate is signed, the Contractor must have submitted to the Contracting Authority the certificates of origin according to Article 10 of the General Conditions. The detailed information on the certificates of origin may be found on Chapter ... of the document.

Invoice: After the Provisional Acceptance Certificate is prepared, an invoice should be issued to the Contracting Authority for the Contractor's payment to be made in the scope of Article 26 and 31 of General Conditions. The invoice must be submitted to the Contracting Authority by the Contractor through an official letter.

The Contractor cannot invoice for any procedure to the Contracting Authority and/or the Beneficiary in no way before the Provisional Acceptance phase.

All invoices shall be issue to the Contracting Authority.

6.1 Verification Visits

Before the Provisional Acceptance Certificate is signed by the Contracting Authority, the representatives from the Contracting Authority (Contract Manager, Monitoring Expert, and Finance Manager) carry out verification visits for the purpose of on-the-spot inspection of the deliveries and works under the contract. The Beneficiary is expected to provide necessary support for the Contracting Authority representatives and to appoint relevant and authorised personnel for this visit.

The Contracting Authority may check the following issues during this visit: compliance to the visibility rules; that the items are fully functional in their final point of use; that distribution has been made in the amounts specified in the contract; competence of the trained staff in the use of deliverables; compliance of the products to the technical specifications and technical offer; whether the products are used in accordance with their purpose; and any other administrative or technical issues where necessary.

6.2 Signature of Provisional Acceptance Certificate

After necessary checks and verification visits are carried out by the Contracting Authority, if it is decided that the contractual conditions have been met, Provisional Acceptance Certificate can be signed and dated by the Contracting Authority. The Beneficiary and the Contractor are each sent a copy of the signed certificate annexed to an official letter. An example of the provisional acceptance certificate is given below:

PROVISIONAL ACCEPTANCE CERTIFICATE

Contract No: TREESP4.1.TASOP/P-02

Contract Title: Supply of Equipment for the Institutional Capacity Building for the Implementation of Employment, Education and Sectoral Operational Programme (EESP SOP) under IPA-II Operation , Lot 1: Servers, Storage and IT Equipment

Contractor: Şişirivirlik Ticaret ve Makina Sanayi A.Ş. Beneficiary : T.C. AİLE, ÇALIŞMA VE SOSYAL HİZMETLER BAKANLIĞI Avrupa Birliği ve Mali Yardımlar Dairesi Başkanlığı

Item	Qty	Description	Delivery	[Installation]	[Spare Parts]	[Consumables]	[Maintenance]	[Training]	Remarks
1	1	Server and Storage System <ul style="list-style-type: none"> 1. (Item 1.8) Lande 19" 42U DYNimax Rack Cabinet <ul style="list-style-type: none"> • Lande 17" 1U LN-LCD1708 KVM 2. (Item 1.6) DellEMC/PowerEdge M1000e Blade Enclosure 3. (Item 1.5) DellEMC / PowerEdge M640 Server Blade Servers (6pcs) 4. (Item 1.12) DellEMC/SC5020 Storage System 5. Software <ul style="list-style-type: none"> • (Item 1.10) Microsoft Windows Server Datacenter Edition (4pcs) • (Item 1.10) Microsoft Windows Server Standard Edition (2pcs) • (Item 1.11) Sharepoint 2016 with 250 user CAL • (Item 1.11) SQL Server 2016 Enterprise for 12 cores • (Item 1.11) Exchange Server Enterprise 2016 2 Licenses • (Item 1.11) Exchange Server 2016 Enterprise License 200 CAL with Exchange Server 2016 Standard 200 CAL. • (Item 1.11) Microsoft System Center Configuration Manager 2016 • (Item 1.11) Microsoft System Center Configuration Manager 2016 200 CAL 	✓	✓	N/A	N/A	✓	✓	

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Provisional Acceptance Certificate.doc

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6.3 Partial Provisional Acceptance

Upon approval from the Contracting Authority, if partial provisional acceptance is issued for some of the items in the contract, the procedures specified previously in this guideline must be followed exactly for the items under this type of provisional acceptance. However, partial provisional acceptance can be issued in exceptional cases. For instance, some delivery points have not been prepared for an extended period of time due to the Beneficiary's fault, and thus the Contractor requests Provisional Acceptance for the delivered products in other locations. When preparing the Provisional Acceptance Certificate template, the title is changed as "Partial Provisional Acceptance" and only the items which will be accepted shall be listed in its content. If the contract is consisted of several LOTs, separate Provisional Acceptance or Partial Provisional Acceptance Certificate can be issued for each LOT.

6.4 Liabilities of the Parties after the Provisional Acceptance


Signature of the provisional acceptance certificate and entitlement of the Contractor for a payment do not refer to the completion of the contract. Hence, the provisional acceptance does not remove the contractual liabilities of the parties. The contract can only be finalized with the issuance of Final Acceptance Certificate at the end of warranty period. The parties should take into account the following issues after the Provisional Acceptance Certificate is signed by the Contracting Authority.

The warranty period specified in Article 32 of General and Special Conditions commences with the signature of Provisional Acceptance Certificate and unless otherwise is specified, the Contractor is obliged to perform its warranty obligations indicated in the contract for 1 (one) year starting from the date of provisional acceptance.

In the scope of Article 26 of General Conditions, payment process starts with the invoice submitted by the Contractor in Provisional Acceptance phase.

In the scope of Article 31.6 of General Conditions, upon provisional acceptance of the supplies, the Contractor shall dismantle and remove temporary structures as well as materials no longer required for use in connection with the implementation of the contract. It shall also remove any litter or obstruction and redress any change in the condition of the place of acceptance as required by the contract.

Contact information and other information regarding manufacturer's warranty, maintenance and repair services for the delivered products should be provided to the Beneficiary.



In the scope of Article 31.7 of General Conditions, rights and ownership of the products are transferred to the Beneficiary upon signature of Provisional Acceptance Certificate by the Contracting Authority. Then the Beneficiary should record the items into the inventory list according to legislation.

In addition, since the warranty period would commence with the Provisional Acceptance, the Beneficiary should start using the products actively. Hence, the Contractor is responsible for the malfunctions and repair issues which may occur in this period.

6.5 Vehicle Licence Procedures Following the Signature of Provisional Acceptance Certificate

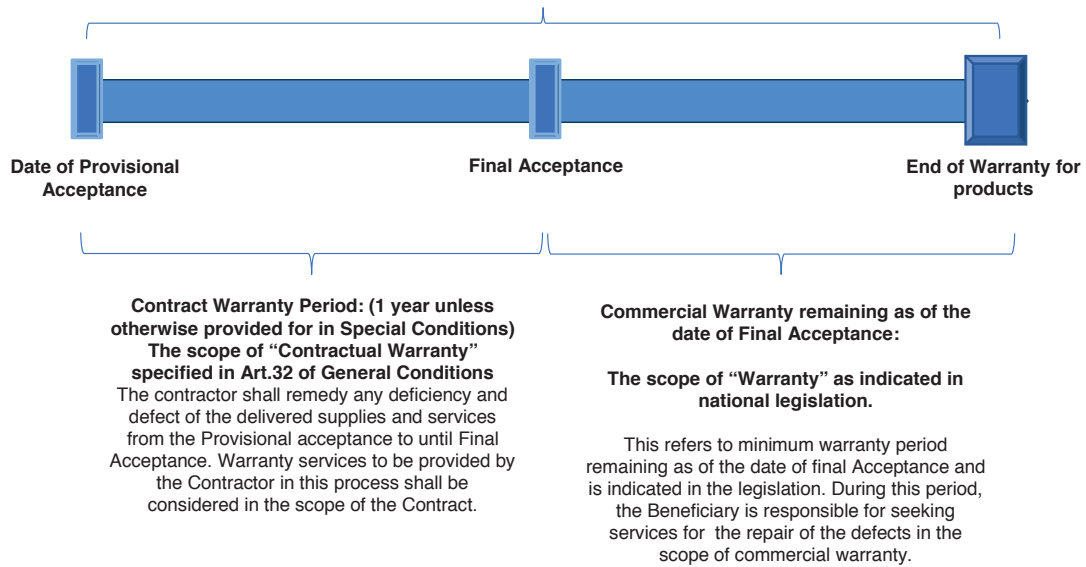
If supplied under the contract, plate and registration procedures of the vehicles must be completed by the Beneficiary within 3 months following the signature of the Provisional Acceptance Certificate. In this scope, "Motor Vehicle Transfer Protocol" is signed between the Contracting Authority and the Beneficiary and the Contracting Authority notifies the departments authorised for registration.

7. 7. WARRANTY PERIOD

Contractual Warranty period of 1 (one) year shall commence as of the date of Provisional Acceptance signed by the Contracting Authority, unless otherwise provided for in Article 32 in the Special Conditions. Information about how the products should be used within the warranty period should be provided in the trainings and/or during commissioning of the items after the installation. The existing technical service network information, maintenance and repair cycles necessary for the equipment and related documents should be disseminated. These issues and provided information should be checked by Inspection and Acceptance Committee.

Commercial warranty period and warranty period under the contract are different terms.

As indicated in legislation, commercial warranty for a product starts on the date of delivery of the product and must be minimum two years; which is also specified in Article 32 of Special Conditions.



In the event that the warranty period is determined by another unit of measurement, a mechanism shall be available on the product for detection of this unit of measurement or the structure of the product should allow for detection of this value. Otherwise, the warranty period shall be considered as minimum two years.

Warranty services which are under the responsibility of the Contractor shall cover the period starting from the Provisional Acceptance to the signing of Final Acceptance Certificate and defined in detail in Article 32 of General Conditions.

Total Warranty Period Required for the products in accordance with legislation (Commercial Warranty)– (Minimum 2 years)

For an effective conduct of post-warranty services, as stated in the "After-Sales Services" Directive, after-sales service certificates and authorized service stations shall be available for the delivered goods. The provisions of said Directive shall not apply to persons or organisations that manufacture or import for their needs arising from only their own use rather than a commercial purpose or to the goods manufactured or imported for special consumer orders. The goods for which the manufacturers or importers are obliged to provide after-sales mounting, maintenance and repair services are listed in "The List of Items Obligatory to be Provided with After-sales Service pursuant to the Law No. 6502 on the Protection of the Consumer".

Beneficiary's Obligations during the Warranty Period

The rights and ownership of the supplies shall be granted to the Beneficiary through Provisional Acceptance and the Beneficiary should start using the products actively. The Contractor shall be responsible for troubleshooting any malfunction and any other issues which require repairs or replacements within this period. If the products are not used actively or left idle by the Beneficiary during this process, it is the responsibility of the Beneficiary to remedy the defects which may occur after Final Acceptance in the scope of the Commercial Warranty of the supplies.

The Beneficiary shall notify the Contractor and the Contracting Authority without delay about the defects, faults, or deficiencies related with the items which may occur during the warranty period in accordance with Article 32.4 of General Conditions.

Beneficiary should keep track of whether the Contractor fulfils its obligations during the warranty period and should notify the Contracting Authority in case for a need to make necessary official reminders. Indeed, all deficiencies and defects must be remedied for the final acceptance to be issued in the framework of Article 32 of General Conditions. Otherwise, penalties might be implemented, and warranty period might be extended upon the failure of the Contractor to perform its obligations.

In accordance with Article 32.3 of General Conditions, the warranty period for products that have been replaced or repaired has to be renewed.

In the scope of Articles 32.4 and 32.5 of the General Conditions, when the Contractor cannot be reached or fails to remedy within the time limit, the Contracting Authority may take necessary actions to carry out the tasks at the Contractor's risk and cost which can be deducted from monies due to or from guarantees held against the Contractor or terminate the contract. In addition, proceedings may be initiated under Articles 35, 36 and 42 of the General Conditions due to the Contractor's failure to fulfil its contractual obligations.

8. FINAL ACCEPTANCE PHASE

The warranty period under Article 32 of General Conditions shall be finalized upon the completion of responsibilities by the Contractor and on the condition that the delivered items are in fully functional condition at the end of the warranty period. At the end of this phase, the Beneficiary performs the following checks on the items in the scope of the contract and informs the Contracting Authority whether;

- The delivered products function properly at all delivery points
- The warranty period is renewed for replaced items.
- The documents regarding the commercial warranty of the items are verified which will continue after the final acceptance.
- The technical service provider information is obtained from the Contractor for any malfunctions which may occur after the final acceptance and for which the Contractor is no longer liable.

After the above-mentioned checks are performed, other necessary administrative checks and verification visits are carried out by the Contracting Authority as in provisional acceptance phase. Where the contractual conditions of warranty are met, Final Acceptance Certificate can be issued.

"Final Acceptance Certificate" annexed to the Contract is filled by the Beneficiary and Contractor in three copies and submitted to the Contracting Authority with an official letter. The directives on the issuance of Final Acceptance Certificate is the same as the Provisional Acceptance Certificate. Indeed, the same certificate template is used for these acceptance phases.

9. OTHER ADMINISTRATIVE ISSUES ABOUT THE CONTRACT

9.1 Extension of the Implementation Period

The implementation period, as specified in Special Conditions Article 19, might be extended in some cases upon the request by the Contractor and with the decision of Contracting Authority.

The list of conditions in which an extension of period might be considered valid is provided under Article 20 of General Conditions. Examples include delays not caused by the default of the Contractor, failure of the Beneficiary to prepare the final place of delivery and variations in the quantities of items to be delivered. However, the Contractor cannot request an extension due to delays in customs process or delays in delivery or performance of necessary actions at the beginning of the contract, which are also defined in this Guideline.

1. The Contracting Authority may not grant any extension for the Contractor except the causes listed below:
2. Exceptional weather and/or natural conditions which might have an impact on the delivery or installation of products
3. Physical and/or artificial obstacles that cannot be foreseen by an experienced Contractor, which may affect the delivery
4. Administrative Orders by the Contracting Authority which are not related to Contractor's failure, but which may alter the implementation process
5. Failure of the Contracting Authority or beneficiary to fulfil its obligations under the Contract
6. Contracting Authority suspends the delivery
7. Force majeure
8. Contracting Authority makes amendment to the contract technically or quantitatively
9. Any other causes referred to the General Conditions which are not due to the Contractor's failure

In accordance with Article 20.2 under General Conditions, request for extension should be submitted by the Contractor to the Contracting Authority within 15 days after the said causes are justified. Whereas there is less than 15 days before the end of implementation period specified in Special Conditions Article 19, the Contractor may not request for extension and/or the Contracting Authority may not accept this request due to notification rules under Article 20.2.

9.2 Penalty Conditions and Termination of Contract

In order for penalty sanctions to be applied and calculated, Beneficiary must inform Contracting Authority via official letter any delays at timely manner.

The works not performed, not completed and/or delayed by the Contractor during the implementation and/or warranty period of the contract shall be subject to penalty in the scope of Article 21 of General Conditions.

For determination of penalty conditions and rates, all documents including delivery reports must have been recorded accurately by the Beneficiary. The Beneficiary notifies the dates of delivery and the dates of other responsibilities carried out (installation, training, etc.), if any to the Contracting Authority upon request or verification purposes.

If the total amount of the penalties caused by delay reach to %15 of the contract value, the Contracting Authority may terminate the contract and/or enter into a contract with a third party for the provision of the balance of the supplies at the Contractor's cost. As specified in General Conditions, Article 21.2, if the undelivered items prevent functionality of the operation as whole, penalty rates shall be calculated as if none of the products in the contract have been delivered.

Article 21 of General Conditions and Article 42 specifies the conditions in which the Contractor shall be subject to administrative and financial penalties and the prosecutions taken by the Contracting Authority in respect to these penalties. In the scope of the related article, administrative penalties for irregularities or the financial penalties under Article 42.2 can be imposed on the Contractor. Related penalty rates are also specified under the same article. As a result of administrative and financial penalties and/or the failure of parties to carry out their contractual responsibilities in full, the contract might be terminated in accordance with Article 35, 36, and 37 of General Conditions.

9.3 Disputes

Contracting Authority should be notified by the parties for any dispute or conflict that may arise during the implementation of the Contract. In this scope, the Contracting Authority acts according to Article 40 of General Conditions for resolving these conflicts. Conflict resolution may require additional legal proceedings and settlement through conciliation by a third person. The parties are initially expected to cooperate for an amicable settlement. However, it is noteworthy to indicate that dispute resolution between the parties without referring to administrative and legal authorities is important for sound implementation of the contract.

9.4 Audits

As specified in Article 43.1 of General Conditions, the products and services provided under the Contract shall be subject to audits for 7 (seven) years following the completion of the contract;

1. Treasury Controllers Board operating as IPA Auditing Authority,
2. Internal Audit Unit of the Ministry of Labour, Social Services and Family
3. Türkiye/Europe Supreme Court of Public Accounts, Anti-corruption Office, European Commission and EU Delegation to Türkiye.

Any contractual correspondence, minutes, reports, information, and documents must be kept by the Beneficiary and the Contractor for this duration.

It is also possible by these authorities to check if the products supplied are being actively used by the Beneficiary within this period. Therefore, the products must be maintained by Beneficiary and necessary information must be notified by the Beneficiary in exceptional cases and in the event that the products are out of commission or transferred to other departments.

10. RULE OF ORIGIN

Any goods procured under EU funded supply contracts and the items offered by the Contractor in the financial proposal shall meet the rules of procurement and rule of origin specified in Article 10 of General Conditions and PRAG (Practical Guide) 2.3.1.

In case the subject equipment is not manufactured in any of the eligible countries, these items are specified in Article 10 of General Conditions and “derogation” is granted prior to the tendering stage. Rule of origin shall not apply to these items for which “derogation” is granted.

Moreover, if the total budget of any LOT in the tender is below 100,000 Euros, the rule of origin shall not apply to all of the items in the LOT. However, this rule is only valid when the Contracting Authority regulates the relevant administrative articles during the tendering phase.

Certificates of origin can be generally obtained based on the invoice issued by the manufacturer in the ordering phase, from the Chambers of Commerce and Industry or equivalent authority where the manufacturers are officially registered to. For the goods manufactured abroad, Certificate of Origin issued by the Chamber of Trade and Industry or equivalent authority in the relevant country shall be submitted and for the goods manufactured in Türkiye, “Turkish Goods Certificate” shall be submitted.

In order to show that the goods to be procured are of Turkish origin, only the Turkish Goods Certificate shall be valid as of 01.05.2013 in the IPA tenders unlike the Domestic Goods Certificate.³ Turkish Goods Certificate which is provided by the Confederation of Turkish Tradespersons and Artisans (TESK) with the approval of Ministry of Foreign Affairs / Directorate for European Union Affairs is also valid for use under IPA contracts.⁴

³ Please see the link as follows for more information regarding the law on “PROCEDURES AND BASIS ON THE ISSUE AND APPROVAL OF TURKISH PRODUCT” published by Union of Chambers and Commodity Exchanges of Türkiye:

<http://www.tobb.org.tr/DisTicaretMudurlugu/Sayfalar/IPATurkMaliBelgesi.php>

⁴ Related circular: <http://www.tesk.org.tr/view/mevzuat/goster.php?Guid=82263d60-09ff-11ea-8e6c-000ec68eac21>

The Contractors shall submit the original copy and/or notary certified copy of the relevant certificate of origin for all items which are subject to the rule of origin, to the Contracting Authority prior to the Provisional Acceptance. When the documents are reviewed by the experts in the Contracting Authority, a comparison is made between the brand/model proposed in the contract and the information on the certificate of origin.

Failure to submit the Certificate of Origin prior to the Provisional Acceptance phase, non-compliance of the origin information on the certificate to the rules specified in Article 10 of General Conditions, and/or any irregularities determined in the documentation may result in the termination of the contract as provided for in the same article. The Beneficiary shall not use said items within this scope if they are already delivered.

The Certificate of Origin shall include clear definitions of the related items specified in the contract, brand/model information, and other detailed descriptive information (amount, serial numbers, etc.) in a complete and exact form as indicated in the contract and financial proposal. If seen necessary by the Contracting Authority, the certificates of origin may be supported with additional documents.

The below-mentioned points should be taken into consideration in the application of rule of origin:

1. The letters which include the statements of the manufacturers and contractors shall not be valid for the submission of origin for documents to be submitted.
2. Copies shall not be accepted in any way even if they are issued as "True Copy of the Original".
3. The Beneficiary shall in no way receive the certificates of origin. Only the Contracting Authority is authorized to control and maintain these documents.
4. However, if Turkish Goods Certificate cannot be obtained, then supportive documents indicating that the related item is of Turkish origin must be submitted in accordance with PRAG rules. In this scope, the Contractor is obliged to obtain information and documents from the manufacturing company proving that the subject good is of Turkish origin in the framework of provisions in Article 33 and 42 of the Customs Regulation and/or all other documents certifying the origin of the product and submit them to the Contracting Authority.
5. If any item replacement is carried out under the contract, the certificate of origin shall be submitted for the replaced item.

11. VISIBILITY RULES

Visibility rules are regulated for the purpose of indicating that the projects have overt support of the European Union and ensuring visibility. Visibility rules in any supply contracts and other contracts in the implementation shall be consistent with the “Visibility Guidelines for European Commission Projects in Türkiye” published by the European Union Delegation to Türkiye.

In addition, the “Visibility Guidelines for the projects” prepared by the Human Resources Development Operating Structure are valid for the implementation of procurement contracts.⁵

Visibility labels must be prepared by the Contractor specific to the contract as indicated in Article 9 of Special Conditions. These labels must be made of durable material and must be fixed on a visible side of the item. The labels which are produced from paper, etc. material may easily be detached and corrode, therefore shall not be used. Since the goods procured under the contract shall be kept for minimum 7 (seven) years, it is recommended that the Contractors provide reasonable amount of backup labels to the Beneficiaries.

In supply contracts; Contractor’s logo shall not be on the visibility label and the other logo sizes shall be proportional in line with the visibility rules.

If the items to be supplied are made of more than one part or has peripherals –for instance, keyboard, case, monitor, etc. for computers –then it is not needed to fix labels individually for each part. In this case, the label can be fixed on a visible part of the computer such as the monitor, and it is not required to place a separate label on the keyboard.

12. PRAG CONTRACT MANAGEMENT COMPANION TOOL

The Contract Management Companion Tool which is published by the European Union in English and useful in the implementation of procurement contracts can be reached from the link below in PRAG: <https://ec.europa.eu/europeaid/companion/document.do?nodeNumber=22>

However, as suggested in the introduction of said management tool, the provisions of General and Special Conditions shall be valid and deemed as the main documents to be based in the implementation of the contract. This companion tool is designed to facilitate the interpretation of some articles for the contract implementation units and is not binding in terms of the contract. It can especially be used to better understand the English terms and contract articles.

⁵ http://www.ikg.gov.tr/wp-content/uploads/pdf/Gorunurluk_Rehber.pdf



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