# SPECIAL CONDITIONS FOR EUROPEAN UNION EXTERNAL ACTIONS

**Contents**

These conditions amplify and supplement the general conditions governing the contract. Unless the special conditions provide otherwise, those general conditions remain fully applicable. The numbering of the articles of the special conditions is not consecutive but follows the numbering of the articles of the general conditions. Exceptionally, and with the approval of the competent European Commission departments, other clauses can be indicated to cover particular situations.

**The subject of the contract shall be** the supply, delivery and warranty (if applicable) for all lots by the Contractor of the following supplies:

|  |  |  |
| --- | --- | --- |
| **Lot No** | **Titles** | **Doses/Vials** |
| **1** | DaBT-IPV-Hib-Hepatitis B Vaccine (6-in-1 Vaccine) | 840.000 |
| **2** | Bacillus Calmette-Guerin (BCG) Vaccine | 210.000 |
| **3** | Oral Polio (OPV) Vaccine | 420.000 |
| **4** | Chickenpox (Varicella) Vaccine | 210.000 |
| **5** | Paediatric Hepatitis B Vaccine | 630.000 |
| **6** | Paediatric Hepatitis A Vaccine | 420.000 |
| **7** | Measles-Mumps-Rubella Vaccine | 630.000 |
| **8** | Adult-Type Tetanus-Diphtheria Combination Vaccine | 630.000 |
| **9** | Adult Type Tetanus, Diphtheria, Acellular Pertussis (Tdap) Vaccine | 210.000 |
| **10** | Diphtheria, Pertussis, Tetanus, Inactive Polio (DaBT-IPV) Vaccine | 210.000 |
| **11** | Human Tetanus Immunoglobulin (HTIG) | 42.000 |
| **12** | Human Rabies Immunoglobulin (HRIG) | 42.000 |
| **13** | Horse Rabies Antiserum | 42.000 |
| **14** | 13-Valent Pneumococcal Conjugate Vaccine (PCV13) | 630.000 |
| **15** | Sterile Disposable Vaccine Syringe (Injector) 1 ml | 3.000.000 |
| **16** | Sterile Disposable Vaccine Syringe (Injector) 2 ml | 2.000.000 |

in 16 lots to *Saracalar Mahallesi Özal Bulvarı No:349 Akyurt/Ankara*, DDP[[1]](#footnote-1), and the implementation period shall start on the following day of the signature date of the Contract by the last party to each lot and end on the day of issuance of the certificate of Provisional Acceptance for the last delivered supplies in line with Appendix I of “Annex II: Technical Specifications” in accordance with point 13 of the Additional information about the Contract Notice.

**Order of precedence of contract documents**

The following documents shall be deemed to form and be read and construed as part of this contract, in the following order of precedence:

* the main conditions;
* the special conditions;
* the general conditions (Annex I);
* applicable only if the contract is a transnational contract: the PRAG Procedural rules on conciliation and arbitration.
* the technical specifications (Annex II [including clarifications before the deadline for submission of tenders and minutes from the information meeting/site visit];
* the technical offer (Annex III [including clarifications from the tenderer provided during tender evaluation]);
* the budget breakdown (Annex IV);
* [specified forms and other relevant documents (Annex V)];

**The various documents making up the contract shall be deemed to be mutually explanatory; in cases of ambiguity or divergence, they shall prevail in the order in which they appear above. Addenda shall have the order of precedence of the document they are amending.**

**Article 2 Language of the contract**

2.1 The language used shall be English.

**Article 4 Communications**

4.1 Communication details

**Mr. Dr. Kattal Fatih Aydıner**

Republic of Türkiye, Ministry of Health, Directorate General of Public Health (DGoPH)

Department of Migration Health, SIHHAT Project Office, Üniversiteler Mah., Şehit Mehmet Bayraktar Cad. No:3, 1st floor, 06800 Çankaya/Ankara, Türkiye

E-mail: [sihhat.satinalma@saglik.gov.tr](mailto:sihhat.satinalma@saglik.gov.tr)

4.4 Communication via electronic exchange system (EES)

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.

After the entry into force of this contract, at any time during its course the contracting authority may formally notify in writing the contractor that certain communications will be made by electronic means through the EU Funding & Tenders Portal (the Portal), in accordance with the Portal Terms and Conditions and using the forms and templates provided there. The Portal can be accessed via the following URL: <https://ec.europa.eu/info/funding-tenders/opportunities/portal/> The notification shall indicate whether all or only certain communications under the contract will take place through the Portal. The notification shall have full legal effect from the date specified therein, which shall allow a reasonable period of time for the contractor to complete all necessary steps to have access to the Portal. The activation of the use of the Portal shall be at no additional cost for the contracting authority.

If the use of the Portal is activated, any communication covered by the activation notification related to the implementation of this contract shall be made through the Portal (except if explicitly instructed otherwise by the contracting authority or if communication via the Portal is hindered by factors beyond the control of the parties).

Communications by contractors through the Portal must be made by persons authorised according to the Portal Terms and Conditions. For naming the authorised persons to use the Portal, each contractor must designate before the date of effect of the activation notification a ‘legal entity appointed representative (LEAR)’. The role and tasks of the LEAR are stipulated in their appointment letter (see Portal Terms and Conditions).

If the communication via the Portal is hindered, instructions will be provided by the contracting authority by email and may also be published on the Portal.

During the course of the contract, the contracting authority reserve(s) the right to further extend the coverage of the communications made through the Portal (if its use has been already activated) or to activate the use of other electronic exchange systems, at no additional cost for the contracting authority.

In case of discrepancy between the clauses of the Portal Terms and Conditions or Terms and Conditions of other electronic exchange system and the clauses of this contract, the clauses of this contract (including its annexes) shall prevail.

4.5 & 4.6 Mail or email communication

If communications through the Portal have not been activated or a certain type of communication is not yet supported by the Portal, communications will be sent via email, or, exceptionally, on paper, via mail services, to the following addresses, until communications via the Portal are activated.

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

Contracting authority:

|  |  |
| --- | --- |
| **Full name:** | Republic of Türkiye, Ministry of Health, Directorate General of Public Health, SIHHAT Project |
| **Full official address:** | Üniversiteler Mah., Şehit Mehmet Bayraktar Cad. No:3, 06800 Çankaya/Ankara |
| **e-mail:** | sihhat.satinalma@saglik.gov.tr |

Contractor (or leader in the case of a joint tender):

|  |  |
| --- | --- |
| **Name:** | [to be completed] |
| **Function:** | [to be completed] |
| **Company name:** | [to be completed] |
| **Full official address:** | [to be completed] |
| **E-mail:** | [to be completed] |

**Article 7 Supply of documents**

The documents to be supplied are defined separately for each item in the Annex II: Technical Specifications. Approval of the documents in question shall be made by the Contracting Authority during the Provisional Acceptance (if available).

**Article 8 Assistance with local regulations**

The contractor will use its best endeavours to facilitate customs procedures and the freedom from clearance and taxes in accordance with Annex V.ii – 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 by the applicable rules on the visibility of external action laid down and published by the Commission. These rules are set out in the Communication and Visibility Manual for External Actions available from the EuropeAid website at:

<https://commission.europa.eu/funding-tenders/managing-your-project/communicating-and-raising-eu-visibility_en>

**Article 10 Origin**

Not applicable

**Article 11 Performance guarantee**

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

**Article 12 Liabilities and insurance**

All liabilities and insurance costs including transportation will be borne by the contractor until the provisional acceptance without prejudice to Article 12 of the General Conditions.

12.1(a) ‘By way of derogation from Article 12.1(a), paragraph 2, of the general conditions, compensation for damage to the supplies resulting from the contractor's liability in respect of the contracting authority is capped at an amount equal to the contract value.’

12.1(b) ‘By way of derogation from Article 12.1(b), paragraph 2, of the general conditions, compensation for damage resulting from the contractor's liability in respect of the contracting authority is capped at an amount equal to the contract value.’

12.2(b), paragraph 2 This type of insurance will vary depending on the nature of transport (land, air or sea) and the nature of the risks to be covered: loading, intermediate storage, unloading, including stowage and protection, theft, damage, loss, wetting, etc.

In the case of use of Incoterms, the contractor shall provide transport insurance to the extent that it assumes transportation risks. The question of the extent of the risks assumed by the contractor (seller) depends in particular on the Incoterms used:

* ***DDP - Delivered Duty Paid****:* Incoterm which imposes on the seller maximum obligations vis-à-vis transportation and loss risks and damage associated with the goods:

*‘the seller delivers the goods when the goods are placed at the disposal of the buyer, cleared for import on the arriving means of transport ready for unloading at the named place of destination. The seller bears all the costs and risks involved in bringing the goods to the place of destination and has an obligation to clear the goods not only for export but also for import, to pay any duty for both export and import and to carry out all customs formalities.’[[2]](#footnote-2)* The transfer of risks and costs occurs at the place of unloading of the goods at the agreed place of destination.

**Article 13 Programme of implementation of the tasks**

13.2 The period of implementation of tasks is defined under heading 19.1 below.

**Article 14 Contractor’s drawings**

14.1 Not applicable

**Article 15 Sufficiency of tender prices**

The price of the supplies shall be that shown on the financial offer (specimen in Annex IV).

15.1 The packaging, visibility and other relevant costs must be included in the prices which are the responsibility of the Contractor in line with the Instruction (ITT) to Tenderers and Annex II: Technical Specifications.

**Article 16 Tax and customs arrangements**

16.1 The applicable tax and customs arrangements are the following:

The European Union Commission and the Republic of Türkiye agreed on the IPA III Financial Framework Partnership Agreement on 17 October 2022 according to Regulation (EU) 2021/1529 (this agreement was adopted as law no: 7424 on 01 December 2022, which was put into force by the presidential decree, no 6537 that was published in Official Gazette no: 32042, dated 13 December 2022) 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 articles 27&28 of the Framework Agreement and the Communiqués issued by The Ministry of Treasury and Finance (MoTF) to it for further information, especially for exemption scope and implementation procedure, which are available at: <https://www.resmigazete.gov.tr/eskiler/2023/04/20230424-3.htm>

**Article 17 Patents and licences**

17.1 No additional provisions regarding Article 17 of the General Conditions.

**Article 18 Delivery order**

18.1The implementation of the tasks shall begin from following day of the date of signature of the contract by both parties. The supplies will be delivered in line with Appendix I.

**Article 19 Period of implementation of the tasks**

19.1The **time limits for delivery** of the supplies for all lots shall be set in the table below:

|  |  |  |
| --- | --- | --- |
| **Lot no** | **Lot name** | ***Deadlines for deliveries***  *(from the following day of the signature date of the contract)*(calendar days) |
| [Lot 1] | [DaBT-IPV-Hib-Hepatitis B Vaccine (6-in-1 Vaccine)] | in 120 days |
| [Lot 2] | [Bacillus Calmette-Guerin (BCG) Vaccine] | in 120 days |
| [Lot 3] | [Oral Polio (OPV) Vaccine] | in 120 days |
| [Lot 4] | [Chickenpox (Varicella) Vaccine] | in 120 days |
| [Lot 5] | [Paediatric Hepatitis B Vaccine] | in 120 days |
| [Lot 6] | [Paediatric Hepatitis A Vaccine] | in 120 days |
| [Lot 7] | [Measles-Mumps-Rubella Vaccine] | in 120 days |
| [Lot 8] | [Adult-Type Tetanus-Diphtheria Combination Vaccine] | in 120 days |
| [Lot 9] | [Adult Type Tetanus, Diphtheria, Acellular Pertussis (Tdap) Vaccine] | in 120 days |
| [Lot 10] | [Diphtheria, Pertussis, Tetanus, Inactive Polio (DaBT-IPV) Vaccine] | in 120 days |
| [Lot 11] | [Human Tetanus Immunoglobulin (HTIG)] | in 120 days |
| [Lot 12] | [Human Rabies Immunoglobulin (HRIG)] | in 120 days |
| [Lot 13] | [Horse Rabies Antiserum] | in 120 days |
| [Lot 14] | [13-Valent Pneumococcal Conjugate Vaccine (PCV13)] | in 120 days |
| [Lot 15] | [Sterile Disposable Vaccine Syringe (Injector) 1 ml] | in 120 days |
| [Lot 16] | [Sterile Disposable Vaccine Syringe (Injector) 2 ml] | in 120 days |

Provisional acceptance will be made following the completion of the required test processes in complying with technical specifications for each item in the lots (if available).

Final acceptance shall occur after the Contractor's formal request following the expiration of the warranty period for each lot.

The **implementation period of tasks** shall start on the following day of signature of the Contract by the last party for each lot and end on the day of issuance of the certificate of Provisional Acceptance.

**Article 24 Quality of supplies**

24.2 In addition to the general provision of this article in the General Conditions, the supplies purchased under this contract shall conform to the standards mentioned in the Annex II: Technical Specifications.

**Article 25 Inspection and testing**

25.2 Inspection and testing shall take place upon delivery, and in accordance with Article 25 of the General Conditions and Technical Specifications Annex II + III. The Contractor shall be liable for any damage that might be given to public or private property, or the general public, during the installation or throughout the operation period of the project in line with its purposes within the warranty period. The Contractor shall be liable for compensation of losses arising from such damages.

**Article 26 General principles**

26.1 Payments shall be made in Euro.

Payments shall be authorised and made by **The Republic of Türkiye, Ministry of Health, Directorate General of Public Health, at Üniversiteler Mah., Şehit Mehmet Bayraktar Cad. No:3, 06800 Çankaya, Ankara / Türkiye.**

26.6 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.

26.9 In order to obtain payments, the contractor must submit to the authority referred to in paragraph 26.1 above:

a)For the 40% pre-financing, with the pre-financing guarantee

b)For the 60 % balance, the invoice(s) in triplicate and the application for the certificate of provisional acceptance, and if applicable, the certificates of origin for the supplies delivered and Annex V - VAT instructions indicating the group members shares for VAT purposes.

26.14 Any payment may be offset against outstanding debts of any consortium member.

**Article 28 Delayed payments**

28.2By derogation from Article 28.2 of the general conditions, once the deadline laid down in Article 26.6 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**

29.1 The Incoterm applicable shall be DDP[[3]](#footnote-3)

29.3The packaging shall become the property of the recipient subject to environmental considerations.

29.4 The place of acceptance of the supplies shall be *Saracalar Mahallesi Özal Bulv. No:349 Akyurt, Ankara, Türkiye.*

29.5/6/7 Delivery of supplies shall be accompanied by a note showing the contract reference number, publication reference (SIHHAT/2025/SUP/INT/07) and the delivery address. The supply shall include all necessary documents as specified herein such as operating and maintenance manuals, drawings, material certificates, conformity certificates, test certificates, planning, packing lists and others as necessary.

All packages shall be marked as follows:

**Visibility Mark:** Under Annex II + III Technical Specifications, Visibility

**Contracting Authority:** Directorate General of Public Health (DGoPH)

**Publication Reference:** SIHHAT/2025/SUP/INT/07

**Supply Contract:**Supply of Vaccines and Syringes (Injectors)

**Lot Number & Name:**

**Statement:** “<Full official name of Contractor> attests that the delivered goods are new, in working order and compliant with all technical specifications of the Tender dossier.”

**Delivery Address:** **Saracalar Mahallesi Özal Bulv. No:349 Akyurt, Ankara, Türkiye**

A copy of signed Statement must be provided to the Contracting Authority.

Each package has to include the list of its content (specification of the equipment in the package), indicating lot number and lot name, all in accordance with the Technical Specification

**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.

The Contractor shall deliver to the Contracting Authority, together with the request for provisional acceptance, 4 copies of the Provisional Acceptance Certificate signed by the Contractor for all delivered supplies.

The request for provisional acceptance to the Project Manager (Contracting Authority) should take place before the deadline specified in Programme of implementation of tasks. The Provisional Acceptance Certificate shall be issued by the Contracting Authority as stipulated in Article 31 of the General Conditions.

The obligatory documents for the provisional acceptance are:

* Warranty document of the manufacturer and/or the supplier, (see Article 32 Special Conditions); Contractor will submit Contracting Authority relevant proof documents for the completion of each step of Contractor’s responsibilities such as testing report etc. Contractor should consult Contracting Authority for the type of proof documents and requested steps.

**Article 32 Warranty obligations**

32.6 The contractor shall warrant that the supplies are new, unused, of the most recent models and incorporate all recent improvements in design and materials. The Contractor shall further warrant that none of the supplies have any defect arising from design, materials or workmanship (if applicable).

The requirements in the technical specifications have precedence in terms of warranty obligations. The warranty periods and guarantee conditions required in the technical specifications are precedent. In addition to the warranty mentioned under article 32.7, the guarantee and other conditions; i.e. after sales services, shelf life, expire dates of products, specified in the technical specifications must be fulfilled (if applicable).

All design, workmanship, manufacturing, material and montage related problems and possible damages come out of these problems should be fixed during the guarantee period by the manufacturer or contractor.

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

**Article 33 After-sales service**

33.1 The contractor has to demonstrate that after sales support services and spare parts will be available pursuant to the provisions of the 07/11/2013 dated and 6502 numbered Turkish Law on Consumer Rights and relevant regulations (if applicable).

Please refer to the following links for the current Turkish Law on Consumer Rights and regulations:

* <http://www.resmigazete.gov.tr/main.aspx?home=http://www.resmigazete.gov.tr/eskiler/2013/11/20131128.htm&main=http://www.resmigazete.gov.tr/eskiler/2013/11/20131128.htm>

**Article 40 Settlement of disputes**

40.4 Any dispute arising out of or relating to this contract which cannot be settled otherwise shall be referred to the exclusive jurisdiction of the courts of Ankara, Türkiye in accordance with its national legislation.

**Article 44 Data protection**

For the purpose of Article 44 of the general conditions, for the part of the data transferred by the contracting authority to the European Commission:

(a) the controller for the processing of personal data carried out within the Commission is the head of contracts and finance unit R4 of DG Neighbourhood and Enlargement Negotiations.

(b) the privacy statement is available at <https://wikis.ec.europa.eu/display/ExactExternalWiki/Annexes#Annexes-AnnexesA(Ch.2):General>

1. Processing of personal data related to the implementation of the contract by the contracting authority takes place in accordance with the national legislation of the state of the contracting authority and with the provisions of the respective financing agreement.

2. To the extent that the contract covers an action financed by the European Union, the Contracting Authority may share communications related to the implementation of the contract, with the European Commission. These exchanges shall be made to the Commission, solely for the purpose of allowing the latter to exercise its rights and obligations under the applicable legislative framework and under the financing agreement with the Partner country – contracting authority. The exchanges may involve transfers of personal data (such as names, contact details, signatures and CVs) of natural persons involved in the implementation of the contract (such as contractors, personnel, experts, trainees, subcontractors, insurers, guarantors, auditors and legal counsel). In cases where the contractor is processing personal data in the context of the implementation of the contract, he/she shall accordingly inform the data subjects of the possible transmission of their data to the Commission. When personal data is transmitted to the Commission, the latter processes them in accordance with Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC[[4]](#footnote-4) and as detailed in the specific privacy statement published at ePRAG.

\* \* \*

1. DDP (Delivered Duty Paid) — Incoterms 2020 International Chamber of Commerce <http://www.iccwbo.org/incoterms/> [↑](#footnote-ref-1)
2. See <http://www.iccwbo.org/incoterms/> [↑](#footnote-ref-2)
3. DDP (Delivered Duty Paid) - Incoterms 2020 International Chamber of Commerce - <http://www.iccwbo.org/incoterms/> [↑](#footnote-ref-3)
4. OJ L 205 of 21.11.2018, p. 39 [↑](#footnote-ref-4)