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VOLUME 1

SECTION 2

TENDER FORM
APPENDIX TO THE TENDER

TENDER FORM FOR A WORKS CONTRACT

Publication reference: NEAR/ANK/2022/EA-OP/0057

Name of contract: Construction of Çerkezköy Intermodal Terminal (IMT)

<**Place and date**>

A:
Ministry of Transport and Infrastructure
Directorate General for European Union Affairs and Foreign Relations
Department of European Union Investments
Hakkı Turayliç Caddesi No:5 B Blok Kat 10
Emek / Çankaya / Ankara / TÜRKİYE

One signed form must be supplied (for each lot, if the tender procedure is divided into lots), together with the number of copies specified in the instructions to tenderers**.** The form must include a signed declaration using the annexed format from each legal entity submitting this tender. **All data included in this form must concern only the legal entity or entities submitting this tender.** The attachments to this form (i.e. declarations, statements, proofs) may be in original or copy. If copies are submitted, the originals must be sent to the contracting authority upon request. For economical and ecological reasons, we strongly recommend that you submit your files on paper (no plastic folder or divider). We also suggest you use double-sided printing as much as possible.

Any additional documentation (brochures, letters, etc.) sent with the form will not be taken into consideration. Tenders submitted by a **consortium** (i.e. either a permanent, legally-established grouping or a grouping which has been constituted informally for a specific tender procedure) must follow the instructions applicable to the consortium leader and its members.

Capacity-providing entities

An economic operator (i.e. tenderer) may, where appropriate and for a particular contract, rely on the capacities of other entities, regardless of the legal nature of the links which it has with them. If the economic operator relies on other entities it must in that case prove to the contracting authority that it will have at its disposal the resources necessary for the performance of the contract by producing

with the tender documents a commitment by those entities to place those resources at its disposal. Such entities, for instance the parent company of the economic operator, must respect the same rules of eligibility and notably that of nationality as the economic operator relying on them and must comply with the selection criteria for which the economic operator relies on them. **For the purpose of the present tender, the data for this third entity for the relevant selection criterion has to be included in a separate document**. Proof of the capacity will also have to be provided when requested by the contracting authority.

With regard to technical and professional criteria, an economic operator may only rely on the capacities of other entities where the latter will perform the tasks for which these capacities are required.

With regard to economic and financial criteria, the entities upon whose capacity the economic operator relies, become jointly and severally liable for the performance of the contract.

1 SUBMITTED BY

	Name(s) of tenderer(s)	Nationality[1]
Leader[2]		
Member 2*		
Etc.		

2 CONTACT PERSON (for this tender)

Name	
Address	
Telephone	
Fax	
E-mail	

3 TENDERER'S DECLARATION(S)

As part of their tender, each legal entity identified under point 1 of this form, including every consortium member (all sections), as well as each capacity-providing entity (only sections 1 and 2, as well as sections 7 to 14) and each subcontractor (only sections 1, 2 and 7, as well as sections 9 to 15), must submit a signed declaration using this format, together with the Declaration of honour on exclusion and selection criteria (Annex 1) (insert Form a.14a).

In response to your letter of invitation to tender for the above contract,

we, the undersigned, hereby declare that:

1. We have examined and accept in full the content of the dossier for invitation to tender No [……] of [../../..]. We hereby accept its provisions in their entirety, without reservation or restriction.

2. We offer to execute, in accordance with the terms of the tender dossier and the conditions and time limits laid down, without reserve or restriction, the following works:

   Construction of Çerkezköy Intermodal Terminal (IMT)

[1] Country in which the legal entity is established.
[2] Add/delete additional lines for members as appropriate. Note that a capacity providing entity/subcontractor is not considered to be a member for the purposes of this tender procedure. If this tender is being submitted by an individual tenderer, the name of the tenderer should be entered as 'leader' (and all other lines should be deleted).

3. The price of our tender [*excluding the discounts described under point 4*] is:

4. We will grant a discount of [%], or [……..] [*in the event of our being awarded lot No ...and lot No ……*].

5. This tender is valid for a period of 90 days from the final date for submission of tenders.

6. If our tender is accepted, we undertake to provide a performance guarantee, as required by Article 15 of the special conditions.

7. Our firm/company [*and our subcontractors*] has/have the following nationality:

   <……>

8. We are making this tender [on an individual basis/as member of the consortium led by < name of the leader / ourselves >]. We confirm that we are not tendering for the same contract in any other form. [We confirm, as a member of the consortium, that all members are jointly and severally bound in respect of the obligations under the contract, including any recoverable amount, that the lead member is authorised to bind, and receive instructions for and on behalf of, each member, that the execution of the contract, including payments, is the responsibility of the lead member, and that all members in the joint venture/consortium are bound to remain in the joint venture/consortium for the entire period of the contract's execution].[We confirm, as capacity-providing entity to be jointly and severally bound in respect of the obligations under the contract, including for any recoverable amount.]

9. We undertake, if required, to provide the proof usual under the law of the country in which we are effectively established that we do not fall into any of the exclusion situations. The date on the evidence or documents provided will be no earlier than one year before the date of submission of tender and, in addition, we will provide a statement that our situation has not altered in the period which has elapsed since the evidence in question was drawn up.

   We also undertake, if required, to provide evidence of financial and economic standing and technical and professional capacity according to the selection criteria for this call for tender specified in the additional information about the contract notice. The documentary proofs required are listed in Section 2.6.11. of the practical guide.

10. We agree to abide by the ethics clauses in Clause 28 of the instructions to tenderers and, in particular, have no professional conflicting of interests and/or any equivalent relation with other candidates or other parties in the tender procedure or behaviour which may distort competition at the time of the submission of this form according to Section 2.5.4. of the practical guide. We have no interest of any nature whatsoever in any other tender in this procedure.

    We confirm that we, including all consortium members, if any, and subcontractors are not in the lists of EU restrictive measures (www.sanctionsmap.eu) and we understand that our tender may be rejected, if proved the contrary.

11. We will inform the contracting authority immediately if there is any change in the above circumstances at any stage during the implementation of the contract. We also fully recognise and accept that any inaccurate or incomplete information deliberately provided in this tender may result in our exclusion from this and other contracts funded by the EU/EDF.

12. We note that the contracting authority is not bound to proceed with this invitation to tender and that it reserves the right to award only part of the contract. It will incur no liability towards us should it do so.

13. We fully recognise and accept that if the above-mentioned persons participate in spite of being in any of the situations listed in Section 2.6.10.1.1. of the practical guide or if the declarations or information provided prove to be false, they may be subject to rejection from this procedure and to administrative sanctions in the form of exclusion and financial penalties up to 10 % of the total estimated value of the contract being awarded and that this information may be published on the Commission website in accordance with the Financial Regulation in force.

14. We are aware that, for the purposes of safeguarding the EU's financial interests, our personal data may be transferred to internal audit services, to the early detection and exclusion system, to the European Court of Auditors, to the Financial Irregularities Panel, to the European Anti-Fraud Office or to the European Public Prosecutor's Office.

15. We certify that the goods purchased under the contract, comply with the rules of origin laid down for this tender procedure.

[* Delete as applicable]

Name and first name: [……]

Duly authorised to sign this tender on behalf of:
[…… …**]**

Place and date: […….…….]

Stamp of the firm/company:

This tender includes the following annexes:

[*Numbered list of annexes with titles*]

ANNEX 1 – DECLARATION ON HONOUR ON EXCLUSION AND SELECTION CRITERIA

[How to submit the Declaration on Honour:

Insert here form A14a, available at the following link:
http://ec.europa.eu/europeaid/prag/annexes.do?chapterTitleCode=A

For the Declaration on Honour, different steps are applicable depending on the type of procedure. The applicable procedure can be verified in your letter of invitation.

Open tender procedure

For work tenders where the instructions to tenderers (see section 17) state that the tender should be submitted by post or courier or hand delivered (**paper submission**):

- each legal entity identified under point 1, including every consortium member, and capacity-providing entities (if any) signs and dates the declaration on honour
- when submitting the tender, copies of the declaration on honour are provided
- the leader of the consortium keeps the original declarations on honour, including the declarations on honour of every consortium member, and capacity-providing entities (if any)
- during the evaluation, the evaluation committee might request the submission of the original declarations on honour, including the declarations on honour of every consortium member, and capacity-providing entities (if any)

Delete this section highlighted in yellow after having completed all instructions.]

ANNEX 2 - APPENDIX TO TENDER FOR A WORKS CONTRACT
CONSTRUCTION OF ÇERKEZKÖY INTERMODAL TERMINAL (IMT)

Publication reference: NEAR/ANK/2022/EA-OP/0057

Title of contract: Construction of Çerkezköy Intermodal Terminal (IMT)

(Note: Tenderers are required to fill in the blank spaces in this Appendix)

Item	**FIDIC Sub-clauses of General or Particular Conditions**	**Data**
Employer's Name and address	1.1.2.2 & 1.3	Ministry of Transport and Infrastructure, Directorate General for European Union Affairs and Foreign Relations, Department of European Union Investments Hakkı Turayliç Caddesi No:5 B Blok Kat:10 Emek Çankaya / Ankara / TURKEY e-mail: euid@uab.gov.tr Fax: +90 (312) 203 19 13
Contractor's name and address	1.1.2.3 & 1.3	To be completed by the Tenderer
Engineer's name and address	1.1.2.4 & 1.3	To be selected through an international restricted tender procedure and notified by the Employer.
End Recipient's name and address	1.1.2.11	Directorate General of Infrastructure Investments Hakkı Turayliç Caddesi No:5 B Blok Çankaya / Ankara / TURKEY
Time for Completion of the Works	1.1.3.3	730 days
Defects Notification Period	1.1.3.7	365 days
Electronic Transmission Systems	1.3	Facsimile transmission or e-mail which is verified with facsimile

Governing Law	1.4	Turkish Law
Ruling Language	1.4	English
Language of communication	1.4	English
Time for access to Site	2.1	28 days after commencement date
Amount of Performance Guarantee	4.2	10% of the Accepted Contract Amount, in Euro
Upper limit authorized for sub-contractors	4.4	30%
Normal working hours and overtime	6.5	As per relevant provisions of Labour Law No. 4857
Delay damages for the Works	1.1.3.3, 8.7 & 14.15 (b)	0.05% of the Contract Price per day in Euro.
Maximum amount of delay damages	8.7	10 % of the Contract Price
Total Advance payment	14.2	10 % of the Accepted Contract Amount
Number and timing of instalments	14.2	One instalment paid within 45 days upon delivery of the Advance Payment Guarantee
Currencies and proportions	14.2	100% in Euro
Start of repayment of Advance Payment	14.2 (a)	When the amount of Interim Payment reaches 20% of the Accepted Contract Amount less Provisional Sums
Repayment amortisation of advance payment	14.2 (b)	20%
Percentage of retention	14.3 (c)	5%
Limit of Retention Money	14.3	5% of the Accepted Contract Amount
Plant and Materials for payment when delivered to the Site	14.5(c)	Gantry crane
Minimum amount of interim payment certificates	14.6	1% of the Accepted Contract Amount

Currency	14.15	100% in EUR
The Insuring Party	18.1	The Contractor
Periods for submission of insurance: (a) evidence of insurance (b) relevant policies	18.1	(a) 14 (fourteen) days (b) 28 (twenty eight) days
Minimum amount of third-party insurance	18.3	1.000.000 EUR per occurrence with unlimited number of occurrences
Minimum amount of insurance for personnel a) in case of death b) in case of injuries	18.4	a) 200.000 EUR b) 100.000 EUR
Professional Indemnity Insurance (Insurance for Design)	18.5	Limit of liability of any one professional error or omission: Min. 1.000.000 EUR The aggregate amount for which the insurer is liable in respect of all damages paid in the period of insurance: Min. 3.000.000 EUR Maximum deductible: 1% of the aggregate amount Period of insurance: Duration of the contract (including Defects Notification Period) + 2 years
Date by which the DAB shall be appointed	20.2	Ad hoc
Number of members of DAB	20.2	Sole member
Appointment (if not agreed) to be made by	20.3	The President of Association of Turkish Consulting Engineers and Architects or a person appointed by the President Ahmet Rasim sok. 35/2 Çankaya 06550 Ankara/Turkey, Tel. +90-312-4408970, Fax. +90-312-4408972, atcea@atcea.org.tr
Place of arbitration	20.6	Ankara, Turkey

Signature _____

Capacity _____

duly authorised to sign for and on behalf of _____