

**D4**  
**LETTER OF INVITATION TO TENDER**

**25/06/2004**

<Name and address of potential tenderer>

Our ref.: EUROPEAID/116321/D/W/TR

Dear Mr/Ms <Name of person to contact>

**SUBJECT: INVITATION TO TENDER FOR MODERNIZATION OF ISKUR  
OFFICES**

**LOCATION-TURKEY**

Further to your enquiry regarding the publication of the above-mentioned invitation to tender, please find enclosed the following documents, which constitute the tender dossier:

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TAX AND CUSTOMS PROVISIONS

For full information about procurement procedures please consult the *Practical guide to contract procedures financed by the general budget of the European Communities in the context of external actions*, which can be downloaded from the following web page: [http://Europa.eu.int/comm/Europeaid/tender/index\\_en.htm](http://Europa.eu.int/comm/Europeaid/tender/index_en.htm)

Any request for clarification must be received by the Contracting Authority in writing at least 21 days before the deadline for submission of tenders.

The Contracting Authority will reply to tenderers' questions at least 11 days before the deadline for submission of tenders. If the Contracting Authority, either on its own initiative or in response to a request from a tenderer, provides additional information on the tender dossier, it will send such information in writing to all tenderers at the same time.

**Only the firms which collected the TD from the CFCU or registered with the CFCU shall be considered as potential bidders thus clarification and additional information will be sent to these companies only.**

Costs incurred by the tenderer in preparing and submitting the tender proposals will not be reimbursed.

We look forward to receiving your tender and the accompanying tender guarantee at the address specified in the *Instructions to Tenderers* before *September 24, 2004* at 10:00, as stated in the procurement notice. If you decide not to submit a tender, we would be grateful if you could inform us in writing, stating the reasons for your decision.

Yours sincerely,

**Ercan TORTOP**

**PAO-CFCU Director**

# VOLUME 1

## ***SECTION 1: INSTRUCTIONS TO TENDERERS***

## SECTION I INSTRUCTIONS TO TENDERERS

**PUBLICATION REF.: EUROPEAID/116321/D/W/TR**

**In submitting a tender, the tenderer accepts in full and without restriction the special and general conditions governing this contract as the sole basis of this tendering procedure, whatever his own conditions of sale may be, which he hereby waives. Tenderers are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this tender dossier. Failure to submit a tender containing all the required information and documentation within the deadline specified will lead to the rejection of the tender. No account can be taken of any reservation in the tender as regards the tender dossier; any reservation will result in the immediate rejection of the tender without further evaluation.**

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## GENERAL PART

### 1 GENERAL INSTRUCTIONS

- 1.1. Tenderers must tender for the whole of the works required by the dossier. Tenders will not be accepted for incomplete lots.
- 1.2 In accordance with the Commission's rules on international invitations to tender, preference will not be given to local tenderers.
- 1.3 The tenderer will bear all costs associated with the preparation and submission of the tender. The Contracting Authority will in no case be responsible or liable for such costs, whatever the conduct or outcome of the procedure.

### 2 FINANCING

- 2.1 The project has a joint co-financing, EC Contribution – Budget Line BG-UE-B2004-22.0204.01-ELARG (75%) and National Contribution (25%) in accordance with the rules of The Pre-Accession Financial Assistance Programme for Turkey – 2002
- 2.2 The beneficiary of the financing is the Turkish Employment Organisation (ISKUR). Central Finance and Contracts Unit (CFCU) is acting as the Contracting Authority

### 3 PARTICIPATION

- 3.1 Participation is open on equal terms to all natural and legal persons [participating either individually or in a grouping (consortium) of tenderers] of the Member Countries (Belgium, Denmark, Germany, Greece, Spain , France, Ireland, Italy, Luxembourg, Netherlands, Austria, Portugal, Finland, Sweden, United Kingdom, Cyprus, Czech Republic, Estonia, Hungary, Latvia, Lithuania, Malta, Poland, Slovakia, Slovenia), Candidate Countries (Bulgaria, Romania, Turkey), MEDA Mediterranean Countries, CARDS Countries (Albania, Bosnia and Herzegovina, Croatia, Federal Republic of Yugoslavia, Former Yugoslav Republic of Macedonia).

***All works, supplies and services must originate in one or more of these countries.***

- 3.2 These terms refer to all nationals of the said states and to all legal entities, companies or partnerships constituted under, and governed by, the civil, commercial or public law of such states and having their statutory office, central administration or principal place of business there. A legal entity, company or partnership having only its statutory office there must be engaged in an activity which has an effective and continuous link with the economy of the state concerned. Tenderers must provide evidence of their status.



- 3.3 Tenderers must certify that they meet these conditions and prove their eligibility by a document dated less than 180 days earlier than the deadline for the submission of tenders, drawn up in accordance with their national law or practice or by copies of the original documents defining the constitution and/or legal status and establishing the place of registration and/or statutory seat and, if it is different, the place of central administration. The Contracting Authority may accept other satisfactory evidence that these conditions are met.
- 3.4 Natural persons, companies or undertakings meeting the conditions set out in section 2.3.3 of the *Practical Guide to contract procedures financed by the general budget of the EUROpean Communities in the context of external actions* are excluded from participation in and the award of contracts. Otherwise they risk exclusion from contracts and grants in accordance with section 2.3.4 of the *Practical Guide*. Tenderers or candidates who have been guilty of making false declarations will also incur financial penalties representing 10% of the total value of the contract being awarded. That rate may be increased to 20% in the event of a repeat offence within five years of the first infringement.
- 3.5 The eligibility requirements detailed in Sub clauses 3.1 to 3.4 inclusive also apply to all partners in a joint venture/consortium, all subcontractors and all suppliers to tenderers. In addition to their own documents and certificates, tenderers must supply the documents and certificates called for in Sub clauses 3.1 to 3.4 in respect of:
- every partner in a joint venture/consortium,
  - every subcontractor providing more than 10% of the works,
  - every supplier providing more than 10% of the works.
- Subcontractors and suppliers must also satisfy the eligibility requirements specified in Sub clauses 3.1 and 3.2.
- 3.6 All materials, equipment and services to be supplied under the contract must originate in an eligible country, as defined in Sub clause 3.1 above. Tenderers must provide an undertaking (Form 4.6.10) signed by their representative certifying their compliance with this requirement. For these purposes, "origin" means the place where the materials and/or equipment are mined, grown, produced or manufactured and/or from which services are provided.
- 3.7 The upper limit authorised for subcontracting is 30% of the value of the tender.

#### 4 INFORMATION/DOCUMENTS TO BE SUPPLIED BY THE TENDERER

4.1 All tenderers must supply the following information and documents with their tenders:

4.1.1. Copies of the most recent documents showing the organisation chart, legal status and place of registration of the headquarters of the tenderer, a power of attorney empowering the person signing the tender and all related documentation. These documents must correspond to the forms in Volume 1, Section 4 of the tender dossier:

- general information about the tenderer (Form 4.1)
- organisation chart (Form 4.2)
- Power of attorney (Form 4.3).

4.1.2. Evidence showing that the liquid assets and access to credit facilities are adequate for this contract, confirmed by a financial statement for the last 5 years verified by a chartered accountant. This evidence must be provided using Form financial statement, in Volume 1, Section 4 of the tender documents.

4.1.3. Financial projections for the two years ahead. This information must follow Form 4.4, financial statement, provided in accordance with Volume 1, Section 4 of the tender documents.

4.1.4 Financial identification form (Form 4.5, Volume 1).

4.1.5. Information about the tenderer's technical qualifications. This information must follow the form in Volume 1, Section 4 of the tender documents and include:

- a presentation of the tenderer's organisation, including the total number of staff employed (Form 4.6.1.1),
- a list of the staff proposed for the execution of the contract, with the CVs of key staff such as

For Lot1:

Key Positions	No	Minimum experience (years of experience)	Minimum experience (years experience in similar position in works of similar nature)
Project Manager	1	15	6
Construction Manager	10	10	5
Quality Control Engineer	4	5	2
Civil Engineer	16	7	3
Electrical Engineer	7	10	5
Mechanical Engineer	7	10	5
Planning Engineer	2	5	5

Lot 2:

Key Positions	No	Minimum experience (years of experience)	Minimum experience (years experience in similar position in works of similar nature)
Project Manager	1	15	6
Construction Manager	1	10	5
Quality Control Engineer	1	5	2
Civil Engineer	4	7	3
Electrical Engineer	4	5	5
Mechanical Engineer	4	5	5
Planning Engineer	1	5	5

- a list of plant for execution of the contract. The descriptions must demonstrate the tenderer's ability to complete the works and should include inter alias:

\* *Concrete mixing and placing plant*

\* *Cranes and lifting equipment*

\**Site generators*

\**Interim heating system*

\**Compressor*

\**Transmixer*

\**Loader*

\**Dumper truck*

\**Excavators*

\**Testing equipment*

\**Hand compactor*

\**Vibrator*

The tenderer must indicate whether such equipment is owned, hired or used by a subcontractor. Manufacturer's documents fully describing the equipment must be submitted with the tender (Form 4.6.2);

- a list of materials and any supplies intended for use in the works, stating their origin;
- a work programme with brief descriptions of major activities (Form 4.6.3), showing the sequence and proposed timetable for the execution of the works. In particular, the proposal shall detail the

temporary and permanent works to be constructed. The tenderer must take account of the prevailing weather conditions and the requirement to prepare designs and obtain building permits and other necessary approvals prior to the execution of construction works. The Work programme must be drawn up in accordance with the expected Date of commencement and within the maximum period of execution of the works given in the Procurement Notice.

- the tenderer must also submit a comprehensive method statement, with drawings if necessary, showing the methods by which he proposes to carry out the works. In particular, the tenderer must indicate the numbers, types and capacities of the plant and personnel he proposes to use on the major activities of work;
- a graphic work schedule (bar chart) showing times and duties allocated for employees for this contract (Form 4.6.3);
- data concerning subcontractors and the percentage of works to be subcontracted (Form 4.6.3);
- evidence of relevant experience in execution of works of a similar nature, including the nature and value of the relevant contracts, as well as works in hand and contractually committed (Form 4.6.4). The evidence shall include successful experience as the prime contractor in construction of at least 2 projects of the same nature and complexity comparable to the works concerned by the tender during the last 5 years as stated in Instructions to Tenderers 4.2.3.a;
- information regarding the proposed site office, if any (Form 4.6.3);
- an outline of the quality assurance system(s) to be used including environmental issues (Form 4.6.7).
- if appropriate, information about tenderers involved in a joint venture/consortium (Form 4.6.5);
- details of their litigation history over the last 5 years (Form 4.6.6);
- details of the accommodation and facilities to be provided for the Supervisor (Form 4.6.8);
- cash flow estimate Form 4.6.3, Article 4.6.3.3
- any other information (Form 4.6.9).

4.2 In order to be considered eligible for the award of the contract, tenderers must provide evidence that they meet or exceed certain minimum selection criteria. This evidence must be provided by tenderers in the form of the information and documents described in Sub clause 4.1 and in whatever additional form tenderers may wish to utilise.

The minimum selection criteria for a sole Tenderer are as follows:

#### 4.2.1 General

- a) The Tendered must be a registered firm or natural person capable of carrying out the specified Works;

#### 4.2.2 Economic and financial standing

- a) The average *Annual Turnover* in the past 5 (five) years (2003, 2002, 2001, 2000, 1999) should exceed 7 (seven) million Euro if the Tenderer is bidding for Lot 1 and 3 (three) million Euro if the Tenderer is bidding for Lot 2. If the Tenderer is bidding for both Lots, the amount should be 10 (ten) million Euro, minimum.
- b) The *Audited Balance Sheets* income/profit and loss statements for the last 5 years (2003, 2002, 2001, 2000, 1999) shall be submitted and must demonstrate the soundness of the applicant's financial position, showing long-term profitability.;
- c) The Tenderer must have *access to liquid assets, credit and/or other financial facilities* adequate to assure the required cash flow for the duration of the Contract. In any case the amounts should be at least 1 Million Euro for Lot 1 and 0,5 Million Euro for Lot 2 (1,5 Million Euro for Lots 1 and 2); The tenderer should provide evidence of secured financing in form of cash, secured irrevocable credit line granted by a reputable bank or other acceptable form of funds.

#### 4.2.3 Technical and professional capacity

- a) The tenderer only bidding for Lot 1 should have successfully completed at least two similar projects with a minimum value of 5 million Euro each (the total value of works the contractor was responsible for) as a prime contractor during last 5 years.  
The tenderer bidding for only Lot 2 should have successfully completed at least two similar projects with a minimum value of 1,5 million Euro each (the total value of works the contractor was responsible for) as a prime contractor during last 5 years.  
The tenderer bidding for both Lot 1 and Lot 2 should have successfully completed at least two similar projects with a minimum value of 6,5 million Euro each (the total value of works the contractor was responsible for) as a prime contractor during last 5 years.  
The projects should be of similar nature as the Tendered Works, i.e. "Design-Build" contract including design and construction of office buildings, industrialised buildings and housing complexes for Lot 1 and Lot 2.
- b) Key personnel: (Form Nos.4.6.1.2 and 4.6.1.3 )

Lot1:

The key personnel proposed shall have the minimum experience required below:

Key Positions	No	Minimum experience (years of experience)	Minimum experience (years experience in similar position in works of similar nature)
Project Manager	1	15	6
Construction Manager	10	10	5
Quality Control Engineer	4	5	2
Civil Engineer	16	7	3
Electrical Engineer	7	10	5
Mechanical Engineer	7	10	5
Planning Engineer	2	5	5

Lot 2:

Key Positions	No	Minimum experience (years of experience)	Minimum experience (years experience in similar position in works of similar nature)
Project Manager	1	15	6
Construction Manager	1	10	5
Quality Control Engineer	1	5	2
Civil Engineer	4	7	3
Electrical Engineer	4	5	5
Mechanical Engineer	4	5	5
Planning Engineer	1	5	5

- c) Litigation History : The applicant shall provide accurate information on any current or past litigation or arbitration resulting from contracts completed, terminated or under execution by him over the last 5 (five) years. The seriousness of the decisions against the tenderer may lead to the rejection of the tender.

The minimum selection criteria for a Joint-Venture as Tenderer are as follows:

4.2.4 General

- a) All partners in the Joint-Venture/Consortium must be registered firms or natural persons legally capable of carrying out the specified Works or parts thereof.

#### 4.2.5 Other

- a) The leading partner shall meet no less than 50% of the economic and financial standing criteria specified above;
- b) The other partners shall meet no less than 25% of the economic and financial standing criteria specified above;
- c) All partners must collectively meet the economic and financial standing and technical and professional capacity criteria specified above;
- d) Lead Partner and other partners shall individually satisfy/provide Audited Financial Statements as defined;in 4.2.2.b
- e) Joint Venture/Consortium shall collectively meet the conditions for Key Personnel.as defined in 4.2.3.b
- f) Each individual partner shall satisfy the litigation history (4.2.3.c)

#### 4.3 Tenders submitted by companies in partnerships forming a joint venture/consortium must also fulfil the following requirements:

- The tender must include all the information required by Sub clause 4.1 for each partner of the joint venture/consortium and the summary data for execution of works by the tenderer.
- The tender must be signed in a way that legally binds all partners. See Form 4.6.5 in Volume 1, Section 4 of the tender documents.
- One partner must be appointed lead partner and that appointment confirmed by submission of powers of attorney signed by legally empowered signatories representing all the individual partners.
- The tender must **include a preliminary agreement or letter** of intent stating that all partners assume joint and several liability for the execution of the contract, that the lead partner is authorised to bind, and receive instructions for and on behalf of, all partners, individually and collectively, and that the lead partner is responsible for execution of the contract, including payments.
- All partners in the joint venture/consortium are bound to remain in the joint venture/consortium for the whole performance period of the contract.

## 5 ONLY ONE TENDER PER TENDERER

- 5.1 A company may not tender for a given contract both individually and as a partner in a joint venture/consortium. Submission or participation by a tenderer in more than one tender for a contract will result in the disqualification of all those tenders for that contract in which the party is involved. The same company may only participate as subcontractor in different tenders if that is justified by the specific nature of the market and cleared by the European Commission.

## 6 TENDER EXPENSES

- 6.1 The tenderer will bear all costs associated with the preparation and submission of the tender.
- 6.2 The Contracting Authority will neither be responsible for, nor cover, any expenses or losses incurred by the tenderer through site visits and inspections or any other aspect of his tender.

## 7 SITE INSPECTION

- 7.1 In order to assess the factors necessary for the preparation of the tender and signing of the contract, an optional site visit, followed by a clarification meeting will be held on 21 July 2004 at 10.00 a.m. local time, at the renovation site in ;

İŞKUR Ankara İl Müdürlüğü  
Sağlık Sokak No:1  
Sıhhiye, Ankara, TURKEY

- 7.2 Entering any of the sites where renovation/construction works will be carried out or contracting the beneficiary during the tender period other than this site visit is not permitted for all prospective tenderers.



## TENDERS DOCUMENTS

### 8 CONTENT OF TENDER DOCUMENTS

8.1 The set of tender documents comprises the following documents and should be read in conjunction with any modification issued in accordance with Clause 10:

<b>VOLUME 1</b>	<b>INSTRUCTIONS TO TENDERERS</b>
<b>VOLUME 2</b>	<b>CONTRACT AND CONDITIONS OF CONTRACT</b>
<b>VOLUME 3</b>	<b>TECHNICAL SPECIFICATIONS</b>
<b>VOLUME 4</b>	<b>MODEL FINANCIAL BID BILL OF QUANTITIES/PRICE BREAKDOWN</b>
<b>VOLUME 5</b>	<b>DESIGN DOCUMENTS INCLUDING DRAWINGS</b>
<b>VOLUME 6</b>	<b>TAX AND CUSTOMS PROVISIONS</b>

8.2 Tenderers bear sole liability for examining with appropriate care the tender documents, including those design documents available for inspection and any modification to the tender documents issued during the tendering period, and for obtaining reliable information with respect to any and all conditions and obligations that may in any way affect the amount or nature of the tender or the execution of the works. In the event that the tenderer is successful, no claim for alteration of the tender amount will be entertained on the grounds of errors or omissions in the obligations of the tenderer described above.

8.3 The tenderer must provide all documents required by the provisions of the tender dossier. All such documents, without exception, must comply strictly with these conditions and provisions and contain no alterations made by the tenderer. Tenders which do not comply with the requirements of the tender dossier will be rejected.

### 9 EXPLANATIONS CONCERNING TENDER DOCUMENTS

9.1 Tenderers may submit questions in writing up to 21 days before the deadline for submission of tenders. The Contracting Authority must reply to all tenderers' questions at least 11 days before the deadline for receipt of tenders.

9.2 Copies of written responses will be sent to all known tenderers (including the query but without identifying the source of the enquiry). They should confirm receipt of these answers in writing within three days.

## 10 MODIFICATIONS TO TENDER DOCUMENTS

- 10.1 The Contracting Authority may amend the tender documents by publishing modifications up to 11 days before the deadline for submission of tenders.
- 10.2 Each modification published will constitute a part of the tender documents and be sent, in writing, to all known tenderers. The tenderers must provide written confirmation within three days that they have received modifications, sign each page and attach it to the tender documents.
- 10.3 The Contracting Authority may, as necessary and in accordance with Clause 22, extend the deadline for submission of tenders to give tenderers sufficient time to take modifications into account when preparing their tenders.

## 11 LABOUR LAW

- 11.1 Particular attention is drawn to the conditions concerning the employment of labour in the Republic of Turkey and the obligation to comply with all regulations, rules or instructions concerning the conditions of employment of any class of employee.

## 12 LAW

- 12.1 By submitting their tenders, tenderers are deemed to know all relevant laws, acts and regulations in the Republic of Turkey that may in any way affect or govern the operations and activities covered by the tender and the resulting contract.
- 12.2 They must, in particular, comply with the law on “Regulation about the building construction in disaster areas”. Regulation no: 23098, Regulation date: September 2, 1997.

## TENDERS PREPARATION

### 13 LANGUAGE OF TENDERS

13.1 The tender and all correspondence and documents related to the tender exchanged by the tenderer and the Contracting Authority must be written in English.

13.2 Supporting documents and printed literature furnished by the tenderer may be in another language, provided they are accompanied by an accurate translation into the language of the procedure. For the purposes of interpretation of the tender, the language of the procedure will prevail.

### 14 CONTENT AND PRESENTATION OF TENDER

14.1 Tenders must satisfy the following conditions:

14.1.1 All tenders must be submitted in one original, marked “original”, and 5 copies signed in the same way as the original and marked “copy”.

14.1.2 All tenders must be received at:

Central Finance and Contracts Unit-  
CFCU  
Ehlibeyt Mah. 6 sokak No. 16/8.  
Ekisioğlu Is Merkezi, 06520 Balgat  
Ankara, Turkey

before *September 24, 2004, 10:00 at the latest*, by registered letter with acknowledgement of receipt or hand-delivered against receipt signed by Mr. Ercan Tortop, Head of CFCU or his representative.

14.1.3 All tenders, including annexes and all supporting documents, must be submitted in a sealed envelope/package bearing only:

a) The above address;

b) The reference of the invitation to tender concerned;

c) The number of the lot(s) to which the tender refers;

d) The words “Not to be opened before the tender opening session” in the language of the procedure and the local language;

e) The tenderer's name.

The price bid must be placed in a sealed envelope with the technical proposal for each lot. The envelopes should then be placed in another sealed envelope/package, unless their volume requires a separate submission for each lot.

14.2 The works have been divided into lots and the tenderer may submit a tender for *one or both* lots

14.2.1 Each lot will form a separate contract and the quantities indicated for different lots will be indivisible. The tenderer must offer the whole of the quantity or quantities indicated for each lot. Under no circumstances will tenders for part of the quantities required be taken into consideration.

14.2.2 A tenderer may include in his tender the overall discount he would grant in the event of some or all of the lots for which he has submitted a tender being awarded to him. The discount should be clearly indicated in such a way that it can be announced at the public tender opening session.

14.2.3 If works have not been divided into lots, tenders must be for the whole of the quantities indicated.

14.2.4 Contracts will be awarded lot by lot, but the Contracting Authority must choose the most favourable overall solution taking account of the discounts granted.

14.3 The tender must comprise the following duly completed documents:

14.3.1 Tender form and appendix, in accordance with the forms provided in Volume 1, Section 2;

14.3.2 Tender guarantee, in the form provided in Volume 1, Section 3;

14.3.3 Eligibility certificates as required by Sub clauses 3.3, 3.5 and 3.6;

14.3.4 Documentation as required in the questionnaire in Volume 1, Section 4, including all forms attached;

14.3.5 Breakdown of the overall price/Bill of Quantities, in the forms provided in Volume 4;

14.3.6 Modifications (if any);

14.3.7 Financial identification form;

14.3.8 Cash flow statements;

14.3.9 A statement to the effect that they are not in any of the situations listed in point 2.3.3 of the Practical Guide to contracts procedures financed by the general budget of the European Communities in the context of external actions

14.3.10 All other documents requested in Clause 4.

14.4 The relevant pages of the documents specified in Sub clauses 14.1.1 to 14.3.9 must be signed as indicated.

## **15 TENDER PRICES**

15.1 The tender price must cover the whole of the works as described in the tender documents.

15.2 The tenderer must provide a bill of quantities/breakdown of the overall price in EURO.

15.3 Tenderers must quote all components of the bill of quantities/breakdown of the overall price exclusive of taxes and customs and import duties. No payment will be made for items which have not been costed; such items will be deemed to be covered by other items on the bill of quantities.

15.4 Separately, tenderers must quote, in EURO, the taxes, customs and import duties applicable at the time of submission.

15.5 If a discount is offered by the tenderer, it must be clearly specified in the bill of quantities/breakdown of the overall price in Volume 4 and indicated in the tender form in Volume 1, Section 1.2. The discount must be quoted for the price excluding taxes and for the whole of the works.

15.6 If the tenderer offers a discount, the discount must be included on each interim payment certificate and calculated on the same basis as in the tender.

## **16 CURRENCIES OF TENDER AND PAYMENT**

16.1 The currency of the tender is the EURO. All sums in the bill of quantities/breakdown of the overall price, the questionnaire and other documents must be expressed in EURO, with the exception of originals of bank and annual financial statements.

16.2 Payments will be made at the Contractor's request after acceptance by the Contracting Authority.

- 16.3 All correspondence relating to payments, including invoices and interim and final payment certificates, must be sent to the Contracting Authority in the language of the procedure.

## 17 PERIOD OF VALIDITY OF TENDERS

- 17.1 Tenders must remain valid for a period of 90 days after the deadline for submission of tenders indicated in the procurement notice, the invitation to tender or as modified in accordance with Clauses 10.3 and/or 22. Any tender valid for a shorter period will be rejected.
- 17.2 In exceptional circumstances the Contracting Authority may request that tenderers extend the validity of tenders for a specific period, which may not exceed 40 days. Such requests and the responses to them must be made in writing. A tenderer may refuse to comply with such a request without forfeiting his tender guarantee. If the tenderer decides to accede to such a request, he may not modify his tender. He is, however, bound to extend the validity of his tender guarantee for the revised period of validity of the tender.
- 17.3 The successful tenderer must maintain his tender for a further 60 days from the date of notification of award.

## 18 TENDER GUARANTEE

- 18.1 The tenderer must provide, as a part of his tender, a tender guarantee in the form set out in Volume 1, Section 3 of the tender dossier, or in another form acceptable to the Contracting Authority and meeting the essential requirements set out therein. The tender guarantee must be for an amount of at least EURO 95 000 /ninetyfive thousand euros/ for lot1 and EURO 30 000 /thirty thousand euros/ for lot2. The original guarantee must be included in the original tender.
- 18.2 It may be provided in the form of a bank guarantee, a banker's draft, a certified cheque, a guarantee provided by an insurance and/or guarantee company or an irrevocable letter of credit made out to the Contracting Authority. The company issuing the guarantee must satisfy the eligibility criteria applicable for the award of the contract.
- 18.3 The tender guarantee must be valid for at least 90 days from the deadline for submission of tenders and be issued to the Contracting Authority for the requisite amount. In exceptional cases, before the period of validity expires, the Contracting Authority may ask tenderers to extend the period for a specific number of days, which may not exceed 40 days.
- 18.4 Any tender not accompanied by an admissible tender guarantee will be rejected by the Contracting Authority.

18.5 The tender guarantees of unsuccessful tenderers will be released as soon as possible and in any event no later than 30 days after the expiry of the period of validity of the tender as laid down in Sub clauses 17.1 and 18.3.

18.6 The tender guarantee of the successful tenderer must be maintained for a further 60 days from the date of notification of award. It will be released when the tenderer has signed the contract and provided the requisite performance guarantee.

## **19 VARIANT SOLUTIONS**

19.1 Variant solutions shall not be considered

## **20 PREPARATION AND SIGNING OF TENDERS**

20.1 Tenders must comprise the documents specified in Clause 14 above. Each complete tender must be prepared in 1 original and 5 copies in the English language, clearly marked "original" or "copy". In the event of any discrepancy between them, the original will prevail.

20.2 The original of the tender must be typewritten or written in indelible ink and signed by a person or persons empowered by the power of attorney submitted in accordance with Form 4.3 of Volume 1, Section 4 of the tender dossier. Any pages on which entries or modifications have been made must be initialled by the person or persons signing the tender. All pages must be numbered consecutively by hand, machine or in any other way acceptable to the Contracting Authority.

20.3 The tender must contain no changes or modifications, other than those made in accordance with instructions issued by the Contracting Authority or necessitated by errors on the part of the tenderer. In such cases, modifications must be initialled by the person signing the tender.

20.4 The tender will be rejected if it contains any modification, addition or deletion to the tender documents not specified in a modification issued by the Contracting Authority, or if the tender documents are not filled in properly.

20.5 The tender must initial and stamp all pages of his tender dossier unless they are original or notary approval.

## **SUBMISSION OF TENDERS**

### **21 SEALING AND MARKING OF TENDERS**

- 21.1 The tenders are to be sent by registered mail with acknowledgement of receipt, or delivered by hand against a receipt signed by the Contracting Authority or its duly authorised representative.
- 21.2 Tenderers must seal the original and all copies of their tenders in an envelope or package.
- 21.3 The envelope must be delivered to the address of the Contracting Authority as stated in the procurement notice.
- 21.4 If the outer envelope is not sealed and marked as required in Sub clause 14.1.3, the Contracting Authority will assume no responsibility for the misplacement or premature opening of the tender.

### **22 EXTENSION OF THE DEADLINE FOR SUBMISSION OF TENDERS**

- 22.1 The Contracting Authority may, on its own discretion, extend the deadline for submission of tenders by issuing a modification in accordance with Clause 10. In such cases, all rights and obligations of the Contracting Authority and the tenderer regarding the original date specified in the procurement notice will be subject to the new date.

### **23 LATE TENDERS**

- 23.1 All tenders received after the deadline for submission specified in the procurement notice or these instructions will be kept by the Contracting Authority. The associated guarantees may be returned to the tenderers on request.
- 23.2 No liability can be accepted for late delivery of tenders. Late tenders will be rejected and will not be evaluated.

### **24 MODIFICATION AND WITHDRAWAL OF TENDERS**

- 24.1 Tenderers may alter or withdraw their tenders by written notification prior to the above deadline. No tender may be altered after the deadline for submission.
- 24.2 Any notification of modification or withdrawal must be prepared, sealed, marked and submitted in accordance with Clause 21, and the envelope must also be marked with "modification" or "withdrawal".



24.3 The withdrawal of a tender in the period between the deadline for submission and the date of expiry of the validity of the tender will result in forfeiture of the tender guarantee provided for in Clause 18.

## OPENING AND EVALUATION OF OFFERS

### 25 OPENING OF TENDERS

- 25.1 Tenders will be opened in public session at Central Finance and Contracts Unit, 6.sokak No:16/8 Ekşiođlu İş Merkezi Balgat, Ankara, TURKEY on 24/09/2004 at 10.30 by the committee appointed for the purpose. The committee will draw up minutes of the meeting, which shall be available to tenderers on request.
- 25.2 At the tender opening, the tenderers' names, the tender prices, any discounts offered, written notification of modifications and withdrawals, the presence of the requisite tender guarantee and any other information the Contracting Authority may consider appropriate will be announced.
- 25.3 The chairman will open the tenders, including variant solutions, in accordance with Clauses 21 and 24.
- 25.4 Envelopes marked "withdrawal" will be opened and read out first. Tenders, including any variant solutions, for which acceptable notice of withdrawal has been given in accordance with Clause 24 will not be opened but returned to the tenderer.
- 25.5 Tender prices, totals of every tender, any reductions, variants and withdrawals of tenders, presence of tender guarantee and any other particulars the evaluation committee considers important must be announced by the chairman of the evaluation committee at the public opening.
- 25.6 Reductions or modifications to tender prices made by tenderers after submission will not be taken into consideration during the analysis and evaluation of tenders.
- 25.7 **After the public opening of the tenders, no information about the examination, clarification, evaluation or comparison of tenders or decisions about the contract award may be disclosed before the signing of the contract by the Contracting Authority and the successful tenderer.**

## **26 SECRECY OF THE PROCEDURE**

- 26.1 Information concerning checking, explanation, opinions and comparison of tenders and recommendations concerning the award of contract, may not be disclosed to tenderers or any other person not officially involved in the process until the name of the successful tenderer is announced.
- 26.2 Any attempt by a tenderer to approach any member of the evaluation committee/Contracting Authority directly during the evaluation period will be considered legitimate grounds for disqualifying his tender.

## **27 CLARIFICATION OF TENDERS**

- 27.1 Tenders which are incomplete, conditional, illegible, obscure or contain unrequested additions or other irregularities may be rejected.
- 27.2 When checking and comparing tenders, the evaluation committee may, on its own discretion, ask a tenderer to clarify any aspect of his tender.
- 27.3 Such requests and the responses to them must be made by letter or fax. They may in no circumstances alter or try to change the price or content of the tender, except to correct arithmetical errors discovered by the evaluation committee when analysing tenders, in accordance with Clause 30.

## **28 CHECKING OF TENDERS AND THEIR COMPLIANCE WITH THE REQUIREMENTS OF THE TENDER DOCUMENTS**

- 28.1 Before beginning a detailed analysis of the tenders, the evaluation committee will check that each tender:
- 28.1.1 has been properly signed, and
  - 28.1.2 includes the required tender guarantee, and
  - 28.1.3 substantially complies with the requirements of these tender documents.
- 28.2 An admissible tender is one which conforms to the requirements and specifications described in the tender documents with no substantial deviations or reservations. Substantial deviations and reservations are those which:

- 28.2.1 in any way influence the scope, quality or execution of works, or
- 28.2.2 restrict the rights of the Contracting Authority or the obligations of the tenderer under the contract in a manner inconsistent with the tender documents, or
- 28.2.3 rectification of which would unfairly affect the competitive position of other tenderers presenting admissible tenders.

28.3 If a tender does not comply with the requirements of the evaluation grid, it will be rejected by the evaluation committee when checking admissibility.

## 29 EVALUATION AND COMPARISON OF TENDERS

- 29.1 The evaluation committee must evaluate and compare only those tenders considered substantially admissible in accordance with Clause 28.
- 29.2 The purpose of the evaluation process is to identify the tenderer most likely to enable the Contracting Authority to achieve its objectives of having a facility that is completed on time, meets the requisite quality criteria and is within the budget available. The points above will feature in the evaluation of the tender (if any) which best meets the Contracting Authority's expectations.
- 29.3 The Contracting Authority reserves the right to ask a tenderer to clarify any part of his offer that the evaluation committee may consider necessary for the evaluation of the offer.
- 29.4 The Contracting Authority reserves the right to check information submitted by the tenderer if the evaluation committee considers it necessary.

## 30 CORRECTION OF ERRORS

- 30.1 Admissible tenders will be checked for arithmetical errors by the evaluation committee. Errors will be corrected by the evaluation committee as follows:
- where there is a discrepancy between amounts in figures and in words, the amount in words will prevail;
  - except for lump-sum contracts, where there is a discrepancy between a unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will prevail.
- 30.2 The amount stated in the tender will be adjusted by the evaluation committee in the event of error, and the tenderer will be bound by that

adjusted amount. If the tenderer does not accept the adjustment, his tender will be rejected and his tender guarantee forfeited.

30.3 When analysing the tender, the evaluation committee will determine the final tender price after adjusting it on the basis of Clause 30.

## **CONTRACT AWARD**

### **31 CRITERIA FOR AWARD**

31.1. The evaluation committee will select the tenderer who has submitted the lowest bid satisfying the administrative and technical criteria.

### **32 RIGHT OF THE CONTRACTING AUTHORITY TO ACCEPT OR REJECT ANY TENDER**

32.1 The Contracting Authority reserves the right to accept or reject any tender and/or to cancel the whole tender procedure and reject all tenders. The Contracting Authority reserves the right to initiate a new invitation to tender.

32.2 The Contracting Authority reserves the right to conclude the contract with the successful tenderer within the limits of the funds available. Should the lowest technically admissible tender exceed the available budget, the Contracting Authority reserves the right to negotiate with the relevant tenderer with a view to reducing the scope of the works or revising other terms of the contract in order to bring the tender price down to a level satisfactory to the Contracting Authority. Such negotiations will be finished within 30 days of the receipt by the tenderer of the invitation to negotiate a reduction in the works.

32.3 In the event of a tender procedure's cancellation, tenderers will be notified by the Contracting Authority. If the tender procedure is cancelled before the outer envelope of any tender has been opened, the sealed envelopes will be returned, unopened, to the tenderers.

32.4 Cancellation may occur where:

- (a) the tender procedure has been unsuccessful, namely where no qualitatively or financially worthwhile tender has been received or there has been no response at all;
- (b) the economic or technical parameters of the project have been fundamentally altered;
- (c) exceptional circumstances or force majeure render normal performance of the project impossible;
- (d) all technically compliant tenders exceed the financial resources available;

(e) there have been irregularities in the procedure, in particular where these have prevented fair competition.

**In no circumstances will the Contracting Authority be liable for damages, whatever their nature (in particular damages for loss of profits) or relationship to the cancellation of a tender, even if the Contracting Authority has been advised of the possibility of damages. The publication of a procurement notice does not commit the Contracting Authority to implement the programme or project announced.**

### **33 NOTIFICATION OF AWARD, CONTRACT CLARIFICATIONS**

33.1 Prior to the expiration of the period of validity of tenders, the Contracting Authority will notify the successful tenderer, in writing, that his tender has been selected and draw his attention to any arithmetical errors corrected during the evaluation process.

33.2 This notification may take the form of an invitation to clarify certain contractual questions raised therein, to which the tenderer must prepare himself to reply. This clarification will be confined to issues that had no direct bearing on the choice of the successful tender. The outcome of such clarifications will be set out in a memorandum of clarifications, to be signed by both parties and incorporated into the contract.

This notification may take the form of an invitation to negotiate, in accordance with Subclause 32.2.

The successful tenderer will be informed in writing that its tender has been accepted (notification of award). Before the Contracting Authority signs the contract with the successful tenderer, the successful tenderer must provide the documentary proof or statement required under the law of the country in which the company (or each of the companies in case of a consortium) is established, to show that it does not fall into the exclusion situations listed in section 2.3.3 of the Practical Guide to contract procedures financed from the general budget of the EC in the context of external actions.

This evidence or these documents or statements must carry a date, which cannot be more than 180 days in relation to the deadline for the submission of the tender. In addition, a sworn statement shall be furnished stating that the situations described in these documents have not changed since then.

If the successful tenderer fails to provide this documentary proof or statement within 15 calendar days following the notification of award or if the successful tenderer is found to have provided false information, the award will be considered null and void. In such a case, the Contracting Authority may award the tender to another tenderer or cancel the tender procedure.

- 33.3 Only the signed contract will constitute an official commitment on the part of the Contracting Authority, and activities may not begin until the contract has been signed by the Contracting Authority and the successful tenderer.
- 33.4 After the contract has been signed and the performance guarantee has been provided by the successful tenderer, in accordance with Clause 34, the Contracting Authority will promptly notify the other tenderers that their tenders have not been successful and release their tender guarantees.

### **34 CONTRACT SIGNING AND PERFORMANCE GUARANTEE**

- 34.1 Within 30 days of receiving the contract signed by the Contracting Authority, the successful tenderer will sign and date the contract and return it to the Contracting Authority with the performance guarantee. On signing the contract, the successful tenderer will become the Contractor and the contract will enter into force.
- 34.2 If he fails to sign and return the contract and any financial guarantee required within 30 days after receipt of notification, the Contracting Authority may consider the acceptance of the tender to be cancelled without prejudice to the Contracting Authority's right to seize the guarantee, claim compensation or pursue any other remedy in respect of such failure, and the successful tenderer will have no claim whatsoever on the Contracting Authority.
- 34.3 Prior to the signing of the contract, he may be required to confirm his financial statement, as set out in Form 4.4. This statement must show his access to credit facilities sufficient to ensure his liquidity during the performance of the contract. Should he fail to provide this statement, his tender will be dismissed and the tenderer whose tender has been evaluated as second most advantageous may be invited to sign the contract and so on and so forth.
- 34.5 The performance guarantee referred to in the General Conditions is set at 10 % of the amount of the contract and must be presented in the form specified in the annex to the tender dossier. It will be released in accordance with the Special Conditions.

### **35 COMMENCEMENT OF WORKS**

- 35.1 Following the signing of the contract by both parties, the Contracting Authority's representative will issue a written notice of commencement of the works in accordance with Clause 31 of the General Conditions, as specified by the Special Conditions and the Appendix to the tender.
- 35.2 The Contractor must inform the Contracting Authority's representative by return that he has received the notice.

## 36 ETHICS CLAUSES

- 36.1 Any attempt by a candidate or tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the committee or the Contracting Authority during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of his candidacy or tender and may result in administrative penalties.
- 36.2 Without the Contracting Authority's prior written authorisation, the Contractor and his staff or any other company with which the Contractor is associated or linked may not, even on an ancillary or subcontracting basis, supply other services, carry out works or supply equipment for the project. This prohibition also applies to any other programmes or projects that could, owing to the nature of the contract, give rise to a conflict of interest on the part of the Contractor.
- 36.3 When putting forward a candidacy or tender, the candidate or tenderer must declare that he is affected by no potential conflict of interest, and that he has no particular link with other tenderers or parties involved in the project. Should such a situation arise during performance of the contract, the Contractor must immediately inform the Contracting Authority.
- 36.4 The Contractor must at all time act impartially and as a faithful adviser in accordance with the code of conduct of his profession. He must refrain from making public statements about the project or services without the Contracting Authority's prior approval. He may not commit the Contracting Authority in any way without its prior written consent.
- 36.5 For the duration of the contract, the Contractor and his staff must respect human rights and undertake not to offend the political, cultural and religious mores of the beneficiary state.
- 36.6 The Contractor may accept no payment connected with the contract other than that provided for therein. The Contractor and his staff must not exercise any activity or receive any advantage inconsistent with their obligations to the Contracting Authority.
- 36.7 The Contractor and his staff are obliged to maintain professional secrecy for the entire duration of the contract and after its completion. All reports and documents drawn up or received by the Contractor are confidential.
- 36.8 The contract governs the Parties' use of all reports and documents drawn up, received or presented by them during the execution of the contract.
- 36.9 The Contractor shall refrain from any relationship likely to compromise his independence or that of his staff. If the Contractor ceases to be independent, the Contracting Authority may, regardless of injury,



terminate the contract without further notice and without the Contractor having any claim to compensation.

36.10 The Commission reserves the right to suspend or cancel project financing if corrupt practices of any kind are discovered at any stage of the award process and if the Contracting Authority fails to take all appropriate measures to remedy the situation. For the purposes of this provision, "corrupt practices" are the offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or implementation of a contract already concluded with the Contracting Authority.

36.11 All tenders will be rejected or contracts terminated if it emerges that the award or execution of a contract has given rise to unusual commercial expenses. Such unusual commercial expenses are commissions not mentioned in the main contract or not stemming from a properly concluded contract referring to the main contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a recipient who is not clearly identified or commissions paid to a company which has every appearance of being a front company.

### **37 APPEALS**

37.1 Tenderers believing that they have been harmed by an error or irregularity during the award process may petition the Contracting Authority directly and inform the Commission. The Contracting Authority must reply within 90 days of receipt of the complaint.

37.2 Where informed of such a complaint, the Commission must communicate its opinion to the Contracting Authority and do all it can to facilitate an amicable solution between the complainant (tenderer) and the Contracting Authority.

37.3 If the above procedure fails, the tenderer may have recourse to procedures established under the national legislation of the Contracting Authority.

# **VOLUME 1**

## ***SECTION 2: TENDER FORM APPENDIX TO THE TENDER***

## TENDER FORM FOR A WORKS CONTRACT

Publication reference: EUROPEAID/116321/D/W/TR

Name of contract: Modernization of ISKUR Offices

24/09/2004

To: Central Finance and Contracts Unit- CFCU  
Ehlibeyt Mah. 6 sokak No. 16/8.  
Ekşiođlu İş Merkezi, 06520 Balgat  
Ankara, Turkey

### 1 SUBMITTED BY

	Name(s) of tenderer(s)	Nationality
Leader		
Partner 2*		
Etc ... *		

\* add/delete additional lines for partners as appropriate. Note that a subcontractor is not considered to be a partner 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)

## 2 CONTACT PERSON (for this tender)

Name	
Address	
Telephone	
Fax	
E-mail	

## 3 TENDERER'S DECLARATION(S)

To be completed and signed by the tenderer (including one from each partner in a consortium).

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:

Lot No 1: Construction of 16 provincial offices in Samsun, Diyarbakır, Elazığ, Ağrı, Antalya, Ardahan, Çorum, Iğdır, Muş, Siirt, Niğde, Hatay, Gebze, Kilis, Bingöl and Balıkesir respectively.

Lot No 2: Renovation of 4 existing provincial offices located in Ankara, İstanbul, Söke and Kayseri respectively.

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

Lot No 1: [.....]

Lot No 2: [.....]

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

- 5 This tender is valid for a period of [.....] from the final date for submission of tenders, i.e. until [../..].
- 6 If our tender is accepted, we undertake to provide a performance guarantee of 10 % of Contract price, as required by Article 13 of the General Conditions.
- 7 Our firm/company [*and our subcontractors*] has/have the following nationality: [.....]
- 8 We are making this application in our own right and [**as partner in the consortium** led by < name of the leader / ourselves > ]\* for this tender [Lot No]. We confirm that we are not tendering for the same contract in any other form. [We confirm, as a partner in the consortium, that all partners are jointly and severally liable by law for the performance of the contract, that the lead partner is authorised to bind, and receive instructions for and on behalf of, each member, that the performance of the contract, including payments, is the responsibility of the lead partner, and that all partners in the joint venture/consortium are bound to remain in the joint venture/consortium for the entire period of the contract's performance].
- 9 We are not in any of the situations excluding us from participating in contracts which are listed in Clause 3 of the instructions to tenderers. In the event that our tender is successful, we undertake to provide the proof usual under the law of the country in which we are established that we do not fall into the exclusion situations listed in section 2.3.3 of the Practical Guide to contract procedures financed by the general budget of the European Communities in the context of external actions. The date on the evidence or documents provided will be no earlier than 180 days before the deadline for submission of tenders and, in addition, we will provide a sworn statement that our situation has not altered in the period which has elapsed since the evidence in question was drawn up.
- We also understand that if we fail to provide this proof within 15 calendar days after receiving the notification of award, or if the information provided is proved false, the award will be considered null and void..
- 10 We agree to abide by the ethics clauses in Clause 36 of the instructions to tenderers and, in particular, have no potential conflict of interests or any relation with other candidates or other parties in the tender procedure at the time of the submission of this application. We have no interest of any nature whatsoever in any other tender in this procedure.
- 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 application may result in our exclusion from this and other contracts funded by the European Communities.
- 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.

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*]

**APPENDIX TO TENDER FOR A WORKS CONTRACT**  
[.....]

**Publication reference: EUROPEAID/116321/D/W/TR**

**Title of contract: Modernization of ISKUR Offices**

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

	<b>Subclauses of General Conditions or Special Conditions</b>	
Name and address of the Contracting Authority.	4.1	Central Finance and Contracts Unit- CFCU Ehlibeyt Mah. 6 sokak No. 16/8. Ekşiođlu İş Merkezi, 06520 Balgat Ankara, Turkey
Name and address of the tenderer	4.1	To be completed by the Tenderer in connection with signing of Contract
Name and address of the representative of the Contracting Authority.	4.1	N.Ercan Tortop Central Finance and Contracts Unit- CFCU Ehlibeyt Mah. 6 sokak No. 18/8. Eksiođlu Is Merkezi, 06520 Balgat Ankara, Turkey
Financing authority	Procurement Notice	Joint Co-financing EC Contribution-Budget Line BG- UE-B2004-22.020401-ELARG (75%) and National Contribution (25 %)

Deadline for notice to commence	31.1	7 calendar days from signing of contract by both parties
Period of performance	32.1	240 days from Commencement Date
Maintenance Period	58.7	365 days
Currency	43.1	EURO
Law of the contract	2.1	Turkish Law
Language of the contract	2.2	English
Language for communications	2.2	English
Period of access to the site	9.1	Commencement Date
Amount of performance guarantee	13.1	10% of the total Contract Price
Deadline for submission of programme	15.1	Within 25 days from Signing of Contract
Normal working hours	37.1	Normal working hours are 8:00 to 17:00, 45 hours per week as per provisions of Labour law No: 4857
Period after the effective date during which the Contracting Authority's representative must issue notice to commence the works	31.1	7 calendar days from signing of contract by both parties.



Liquidated damages for the works	60.4(b)	15 % of the total Contract Price
Limit of liquidated damages for delay	34.1(a) 34.1(b)	0,05 % per day up to a maximum of 15 % of the total Contract Price.
Percentage of retention monies	45.1	10 % of value of works certified for payment
Minimum amount of interim payment certificates	48.2	Euro 100 000
Percentage for adjustment of provisional sums	N/A	N/A
Amount of third-party insurance	14.4	Minimum 1 000 000 EURO per accident with the number of occurrences unlimited
Periods for submission of insurance	14.5	Within 14 days from Signing of Contract
Amount of insurance for design(lot 1)	14.6	250.000 EURO

	<b>Subclauses of General Conditions or Special Conditions</b>	
Number of members of dispute-settlement committee	65	3 members.
Member of dispute-settlement committee (if not agreed) to be nominated by	65	Representation of EC to Turkey
Governing Law	2.1	Turkish Law
Authorised Courts	66	Ankara

Maximum amount of prefinancing	44.2	10%
Start of repayment of prefinancing	44.8(a)	After interim payment reach 25% of Contract price
Monthly recovery of prefinancing	44.8(b)	20% of monthly interim payment certificate
Completion of repayment of prefinancing	44.8(b)	After all payments reach 60% of the contract price
Tax and Customs Provisions	18.4&Volume 6	The contract shall be exempt from duties and taxes (including VAT)

Signature \_\_\_\_\_

Capacity \_\_\_\_\_

duly authorised to sign for and on behalf of

\_\_\_\_\_

# **VOLUME 1**

## ***SECTION 3: TENDER GUARANTEE FORM***

## TENDER GUARANTEE FORM

### Works contract

Invitation to tender No [.....]

We, the undersigned, [name, company name, address], hereby declare that we will guarantee, as principal debtor, to

Central Finance and Contracts Unit- CFCU  
Ehlibeyt Mah. 6 sokak No. 16/8.  
Ekşioğlu İş Merkezi, 06520 Balgat  
Ankara, Turkey

on behalf of [Contractor's name and address], the payment of [amount of the tender guarantee], without dispute, on receipt of a first written request from the beneficiary.

The guarantee will take effect from September 24, 2004. It will remain in force for 90 days after this deadline. It may be extended by the Contracting Authority for a further 40 days in exceptional cases, notice of which extension(s) to the guarantor is hereby waived.

Should [Contractor's name and address] be awarded the contract, this guarantee will be extended for a further 60 days from the notification of award. It shall be released upon the signing of the contract by the tenderer and upon provision of the requisite performance guarantee.

Any demand in respect of this guarantee should reach the guarantor not later than the above date. We note that you will release the guarantee and notify us of the fact at the latest within 30 days of the expiry of the tender validity period, including any extensions, in accordance with the instructions to tenderers.

Any dispute concerning this guarantee shall be governed by [enter law applicable] and fall within the competence of [indicate which jurisdiction applies].

Done at ....., ...././..

Name and first name: ..... On behalf of: .....

Signature: .....

**[stamp of the body providing the guarantee]**

# **VOLUME 1**

## ***SECTION 4 : QUESTIONNAIRE***

# **VOLUME 1**

## **SECTION 4**

### **QUESTIONNAIRE**

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**These documents may be adapted as required by the project.**

# VOLUME 1

## SECTION 4:

### ***ADDITIONAL NOTICE TO TENDERERS***

1. All questions contained in the forms must be answered by the tenderer.
2. Additional sheets may be attached as necessary.
3. If a question does not apply to the tenderer, "not applicable" should be entered alongside with a brief explanation of why.
4. Every single page of each form must be numbered consecutively in the bottom right-hand corner.
5. Financial data and declarations presented by the tenderer must be given in EURO or national currency. Original bank statements may be also attached for reference.
6. Attached documentation/certificates must always be accompanied by a relevant translation in the language of the procedure.
7. Each partner in a joint venture/consortium must fill in and submit every form.
8. Firms applying as a joint venture/consortium must also complete Form 4.5.5 concerning joint ventures/consortia.
9. The person signing this questionnaire guarantees the truthfulness and accuracy of all the statements made.
10. The accuracy of the answers to the questionnaire, their completeness and the attached documentation will be taken into account in the tender evaluation. The attention of tenderers is also drawn to the fact that the absence of some data may cause their non-compliance in the related item of evaluation.

**VOLUME 1**  
**SECTION 4:**  
**FORM 4.1**  
**GENERAL INFORMATION ABOUT THE TENDERER**

{

- 4.1.1. Name of company  
.....  
.....
- 4.1.2. Registered address  
.....  
.....  
Telephone ..... Fax..... Telex ..... E-mail.....
- 4.1.3. Names and nationalities of principals/directors and  
associates.....  
.....  
.....  
.....
- 4.1.4. Type of company (natural person, partnership, corporation,  
etc.).....
- 4.1.5. Description of company (e.g. general civil Supervising contractor)
- 4.1.6. Company's nationality.....
- 4.1.7. Number of years experience as contractor  
- in own country.....  
- internationally.....
- 4.1.8. Registration  
details.....  
.....  
Please attach copy of the registration certificate
- 4.1.9. Equity in the company  
Shares (%).....  
.....
- 4.1.10. Name(s) and address(es) of companies involved in the project and whether  
parent/subsidiary/subcontractor/other:.....  
.....  
.....
- 4.1.11. If the company is a subsidiary, what involvement, if any, will the parent  
company have in the project?  
.....
- 4.1.12. Foreign companies must state whether they are established in the state of the  
Contracting Authority in accordance with applicable regulations (for information  
only)

Signature: .....

*(a person or persons authorised to sign on behalf of the tenderer)*

Date:.....}



# VOLUME 1

## SECTION 4:

### **FORM 4.2** **ORGANISATION CHART**

{Please give details here below of the organisation chart of your company, showing the position of directors, key personnel and functions.

Signature .....

*(a person or persons authorised to sign on behalf of the tenderer)*

Date.....}

**VOLUME 1**

**SECTION 4:**

***FORM 4.3***  
***POWER OF ATTORNEY***

Please attach here the power of attorney empowering the signatory of the tender and all related documentation.

Signature: .....  
(a person or persons authorised to sign on behalf of the tenderer)

Date: .....}

# VOLUME 1

## SECTION 4:

### FORM 4.4 FINANCIAL STATEMENT

Please provide all of the information required by this form in EURO.

#### 4.4.1 Basic capital

Amount..... EURO

Currency..... EURO

Authorised..... EURO

Issued..... EURO

4.4.2 Annual value of construction work undertaken for each of the last 5 years, and projected for the next two years

EURO or NC	1999	2000	2001	2002	2003	Current Year	Year +1	Year +2
At home								
Abroad								
Total								

#### 4.4.3 Approximate value of works in hand (at home and abroad)

..... (EURO)

4.4.4 Please attach copies of the company's previous 5 years certified statements of account (with translations into the language of the procedure if necessary) from which the following basic data will be abstracted; and provide the same information projected forward for the next two years.

EURO	1999	2000	2001	2002	2003	Current Year	Year +1	Year +2
1.Total assets	.....	.....	.....	.....	.....	.....	.....	.....
2.Total liabilities	.....	.....	.....	.....	.....	.....	.....	.....
<i>Net Value (1 minus 2)</i>	.....	.....	.....	.....	.....	.....	.....	.....
3.Liquid assets	.....	.....	.....	.....	.....	.....	.....	.....
4.Short-term debts	.....	.....	.....	.....	.....	.....	.....	.....
<i>Working capital (3 minus 4)</i>	.....	.....	.....	.....	.....	.....	.....	.....





# **VOLUME 1**

## **SECTION 4:**

### ***FORMS 4.6.1 TO 9 TECHNICAL QUALIFICATIONS***

# VOLUME 1

## SECTION 4: FORM 4.6.1.1

### OVERVIEW OF THE TENDERER'S PERSONNEL

i - Overview

a - Directors and management	.....
b - Administrative staff	.....
c - Technical staff	
- Supervisors	.....
- Surveyors	
- Foremen	.....
- Mechanics	
- Technicians	.....
- Machine operators	
- Drivers	.....
- Other skilled staff	
- Labourers and unskilled staff	.....

---

Total =====

ii - Site operatives to be employed on the contract (if relevant)

a - Site management	.....
b - Administrative staff	.....
c - Technical staff	
- Supervisors	.....
- Surveyors	
- Foremen	.....
- Mechanics	
- Technicians	.....
- Machine operators	
- Drivers	.....
- Other skilled staff	
- Labourers and unskilled staff	.....

---

Total =====

Signature .....  
(a person or persons authorised to sign on behalf of the tenderer)

Date .....}

## VOLUME 1

## SECTION 4

### FORM 4.6.1.2

### PERSONNEL TO BE EMPLOYED ON THE CONTRACT

Position/Name	Nationality	Age	Education	Total experience		In similar works		Major works for which responsible (project/value)
				Actual Years	Required Years	Actual Years	Required Years	
Project Manager								
Construction Manager								
Quality Control Manager								
Civil Engineer								
Electrical Engineer								
Mechanical Engineer								
Planning Engineer								

Signature .....

(a person or persons authorised to sign on behalf of the tenderer)

Date.....}



## VOLUME 1

### SECTION 4:

#### FORM 4.6.1.3

### PROFESSIONAL EXPERIENCE OF KEY PERSONNEL CURRICULUM VITAE

(Maximum 3 pages + 3 pages of annexes)

{Proposed position in the contract:

1. Surname:
2. Name:
3. Date and place of birth:
4. Nationality:
5. Civil status:
6. Address (phone/fax/e-mail):
6. Education:

<i>Institutions:</i>	
<i>Date:</i> <i>From (month/year)</i> <i>To (month/year)</i>	
<i>Degree:</i>	

7. Language skills  
(On a scale of 1 to 5, with 5 being the highest):

<i>Language</i>	<i>Level</i>	<i>Passive</i>	<i>Spoken</i>	<i>Written</i>
	<i>Mother tongue</i>			

8. Membership of professional bodies:
9. Other skills (e.g. computer literacy, etc.):
10. Present position:
11. Years of professional experience:
12. Key qualifications:
13. Specific experience in non-industrialised countries:

<i>Country</i>	<i>Date: from (month/year) to (month/year)</i>	<i>Name and brief description of the project</i>

14. Professional experience:

<i>Date: from (month/year) to (month/year)</i>	
Place	
Company/organisation	
Position	
Job description	

15. Others:

15a. Publications and seminars:

15b. References:

Signature .....

*(a person or persons authorised to sign on behalf of the tenderer)*

Date.....}

## VOLUME 1

### SECTION 4:

### FORM 4.6.2 PLANT

Plant proposed and available for the performance of the contract<sup>1</sup>

	DESCRIPTION (type/make/model)	Power/ capacity	No of units	Age (years)	Owned (O) or hired (H)/ and percentage of ownership	Origin (country)	Present approximate value in EURO or national currency
<b>A)</b>	<b>CONSTRUCTION PLANT</b>						
	Concrete mixing plant for in-situ cast concrete				/		
	Cranes and lifts				/		
	Site generators				/		
	Interim heating system				/		
	Compressor				/		
	Transmixer				/		
					/		
					/		

<sup>1</sup> Not all the plant owned by the company.

	DESCRIPTION (type/make/model)	Power/ capacity	No of units	Age (years)	Owned (O) or hired (H)/ and percentage of ownership	Origin (country)	Present approximate value in EURO or national currency
<b>B)</b>	<b>VEHICLES AND TRUCKS</b>						
	Loader				/		
	Dumper truck				/		
	Excavators				/		
					/		
<b>C)</b>	<b>OTHER PLANT</b>				/		
	Testing equipment				/		
	Hand compactor				/		
	Vibrator				/		
					/		
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					/		
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					/		

Signature .....

(a person or persons authorised to sign on behalf of the tenderer)

Date.....}

## VOLUME 1

### SECTION 4:

### FORM 4.6.3

## WORKPLAN AND PROGRAMME

- 4.6.3.1 The tenderer shall submit Method Statements for major activities, to be read in conjunction with the work programme depicted below. The statements should be supplemented with drawings where applicable, showing the methods proposed by the tenderer for carrying out the works. Inclusive of temporary works.

While writing Method statement the tenderer shall provide information on the following items:

1. Site Layouts
  - Contractors compound,
  - Storage areas,
  - Working places, etc.
2. Utilities
  - Foul and storm water systems
  - Lighting system for the plots
  - Power supply
  - Telecommunication system
3. Structures
  - Contractors office
  - Testing Laboratories
  - Storehouses
4. Security on site
  - Fencing
  - Guards
  - Lighting

- 4.6.3.2 Give a brief outline of your programme for the completion of the works in accordance with the required method of construction and stated time of completion. In particular the Contractor shall indicate the numbers, types and capacities of Contractors equipment and labour he proposes to use on the major activities of work. See 4.6.3.3. The allocation should be related to each site.

- 4.6.3.3 Attach a critical milestone bar chart (schedule of execution) representing the construction programme and detailing the relevant activities, dates, allocation of labour and plant resources, etc.

The proposed Work Programme for the new constructions shall as a minimum provide dates on the below listed milestones:

- Completion of foundation works
- Completion of slab over basement
- Completion of structural concrete works
- Building closed- Roofing completed and windows/doors installed
- Permanent HVAC ready for operation
- Building completed-ready for preliminary inspection: August 01, 2005
- Provisional taking over: September 01, 2005.

- 4.6.3.4 If the tenderer plans to subcontract part of the works, he must provide the following details:

CENTRAL FINANCE AND CONTRACTS UNIT –CFCU

Work intended to be subcontracted	Name and details of subcontractors	Value of subcontract as percentage of the total cost of the project	Experience in similar work (details to be specified)

4.6.3.3 The Contractor shall on basis of the proposed work programme and the payment conditions given in Special Conditions prepare a cash-flow scheme for every two months covering the duration of the works

Months from commencement	Payments	Value of executed works	Retention and repayment of advance	Amount of payment certificates	Accumulated payments
0	Pre-financing				
2	Interim payment				
4	Interim payment				
6	Interim payment				
8	Interim payment				
	Final payment				

Signature .....

(a person or persons authorised to sign on behalf of the tenderer)

Date .....}

# VOLUME 1

## SECTION 4

### **FORM 4.6.4** **EXPERIENCE AS CONTRACTOR**

#### **4.6.4.1** List of contracts of similar nature and extent performed during the past 5 years

The contracts referred to should verify the Tenderers experience from same type and quantity of works as required for this contract.

Name of project/kind of works	Total value of works the Contractor was responsible for	Period of contract	Starting date	Percentage of works completed	Contracting authority and place	Prime contractor (P) or subcontract or (S)	Final acceptance issued? - Yes - Not yet (current contracts) - No
<b>A) In home country</b>							

Name of project/kind of works	Total value of works the Contractor was responsible for	Period of contract	Starting date	Percentage of works completed	Contracting authority and place	Prime contractor (P) or subcontract or (S)	Final acceptance issued? - Yes - Not yet (current contracts) - No
<b>B) Abroad</b>							

**4.6.4.2** Please attach here available references and certificates from the relevant Contracting Authorities

Signature .....

*(a person or persons authorised to sign on behalf of the tenderer)*

Date .....}



**VOLUME 1**  
**SECTION 4:**  
**FORM 4.6.5**

**DATA ON JOINT VENTURES**

- 4.6.5.1** Name.....
- 4.6.5.2** Managing board's address.....  
.....  
Telex.....  
Telephone .....Fax.....E-mail.....
- 4.6.5.3** Agency in the state of the Contracting Authority, if any (in the case of a joint venture/consortium with a foreign lead partner )  
Office address.....  
.....  
Telex.....  
Telephone .....Fax.....
- 4.6.5.4** Names of partners  
i) .....  
ii) .....  
iii) .....  
Etc.....
- 4.6.5.5** Name of lead partner  
.....  
.....
- 4.6.5.6** Agreement governing the formation of the joint venture/consortium  
i) Date of signature: .....  
ii) Place: .....  
iii) **Enclosure - joint venture/consortium agreement**
- 4.6.5.7** Proposed proportion of responsibilities between partners (in %) with indication of the type of the works to be performed by each  
.....  
.....  
.....  
.....  
.....

Signature: .....  
(a person or persons authorised to sign on behalf of the tenderer)

Date: .....}

## VOLUME 1

### SECTION 4:

### **FORM 4.6.6** **LITIGATION HISTORY**

Please provide information on any history of litigation or arbitration resulting from contracts executed during the last 5 years or currently under execution.

A separate sheet should be used for each partner of a joint venture/consortium.

Year	Award FOR or AGAINST tenderer	Name of client, cause of litigation, and matter in dispute	Disputed amount (current value in EURO or NC)

Signature .....

*(a person or persons authorised to sign on behalf of the tenderer)*

Date .....

## VOLUME 1

### SECTION 4:

#### **FORM 4.6.7** **QUALITY ASSURANCE SYSTEM(S)**

Please provide hereunder details of the quality assurance system(s) including environmental issues it is proposed to use to ensure successful completion of the works.

At least the following items should be covered:

- 4.6.7.1 Quality Assurance Plan
- 4.6.7.2 Quality Control
  - Quality control of staff, equipment, plant and materials
  - Quality control for measurement, tests and their frequency
- 4.6.7.3 Taking samples procedures
- 4.6.7.4 Test and measurement procedures
- 4.6.7.5 Test report forms and frequency
- 4.6.7.6 Material and plant certificates
- 4.6.7.7 Site documents: building permits, work register, survey diary, taking over certificates, as-built drawings etc.

Signature .....

*(a person or persons authorised to sign on behalf of the tenderer)*

Date .....

## VOLUME 1

### SECTION 4

#### **FORM 4.6.8**

### **ACCOMMODATION FOR THE SUPERVISOR**

Please attach sketches and data detailing the characteristics of the accommodation and facilities intended to be provided by the tenderer under the relevant items in the bill of quantities/breakdown of the overall price.

**The Contractor should provide to the supervisor within his site office a 10 m2 office with a table and 3 chairs for each supervisory staff with a telephone line available for long distance calls and internet connection.**

Signature .....

*(a person or persons authorised to sign on behalf of the tenderer)*

Date .....}

# VOLUME 1

## SECTION 4

### ***FORM 4.6.9 FURTHER INFORMATION***

Tenderers may add here any further information that they deem useful for the evaluation of their tenders.

Signature .....

*(a person or persons authorised to sign on behalf of the tenderer)*

Date .....

**VOLUME 1**  
**SECTION 4**  
**FORM 4.6.10**  
**ELIGIBILITY STATEMENT**

We, the undersigned, declare the following:

1. All materials, supplies and services, hereunder insurances and guarantees, to be supplied under the contract shall originate from the Member States of the European Union, countries benefiting from CARDS programme and the beneficiary countries of the MEDA Programme;
2. Our company is not bankrupt or being wound up, is not having its affairs administered by the courts, has not entered into an arrangement with the creditors, has not suspended its business activities nor is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
3. Our company is not subject of proceedings for a declaration of bankruptcy, for winding-up, for administration by the courts, for an arrangement with creditors or for any similar procedure provided for in our national legislation or regulations;
4. Our company has not been convicted of an offence concerning professional conduct by a judgement, which has the force of *res judicata*;
5. Our company is not guilty of grave professional misconduct proven by any means, which the Contracting Authority can justify;
6. Our company has fulfilled its obligations relating to the payment of social security contributions in accordance with the legal provisions of the country where it is established;
7. Our company has fulfilled its obligations relating to the payment of taxes in accordance with the legal provisions of the country where it is established;
8. Our company is not guilty of serious misrepresentation in supplying the information required by the Contracting Authority as a condition of participation in an invitation to tender or contract;
9. Our company has not been declared to be in serious breach of contract for failure to comply with obligations in connection with another contract with the same Contracting Authority or another contract financed with Community funds;
10. Our company is not in one of the situations allowing exclusion referred to in the Ethics Clauses in connection with the Tender of Contract
11. Our company, including all partners of a consortium/joint venture and subcontractors has:
  - not provided consulting services during the preparatory stages of the works, or of the project of which the works form a part, or
  - not been hired or are intended to be hired, as the Supervisor for the contract.

Signature .....

(a person or persons authorised to sign on behalf of the tenderer)

Date .....

# **VOLUME 1**

## ***SECTION 5: GLOSSARY***

## Definitions

**Commission:** The Commission of the European Communities.

**Contracting Authority (Contracting Authority as per FIDIC rules)** The Commission, the state or the public or private legal person concluding the contract, as provided for in the financing agreement.

**Prime Contractor:** The prime contractor means only the principal contractor (a company individually or as a partner in a joint venture/consortium), not sub-contractor. If any similar past experience of any applicant has been completed in a Joint Venture or Consortium, this shall be evaluated in the proportion of the partnership of the applicant for the calculation of the average annual turnover and experience requirements of the applicant.

**Works contracts:** Works contracts cover the execution, the design and execution or the realisation by any means whatsoever of a work corresponding to the requirements specified by the Contracting Authority. A 'work' is the outcome of a body of building or civil Supervising works that is sufficient of itself to fulfil an economic or technical function.

**Hybrid contract.** A contract between the contracting authority and a service provider, supplier or construction firm covering two or more of the following: works, supplies and services.

**General conditions:** The general contractual provisions setting out the administrative, financial, legal and technical clauses governing the execution of contracts.

**Special conditions:** The special conditions laid down by the Contracting Authority as an integral part of the tender dossier, including modifications to the general conditions, clauses specific to the contract and the terms of reference (for a service contract) or technical specifications (for a supply or works contract).

**Evaluation committee:** a committee made up of an odd number of voting members (at least three) appointed by the Contracting Authority and possessing the technical, linguistic and administrative capacities necessary to give an informed opinion on tenders.

**Candidate:** Any natural or legal person or group thereof applying to take part in a restricted or negotiated procedure.

**Tenderer.** Any natural or legal person or group thereof submitting a tender with a view to concluding a contract. The terms "supplier", "contractor" and "service provider" refer to three categories of economic operator, natural or legal persons, who supply products, execute works and provide services respectively.



**Contractor:** The tenderer selected at the end of the procedure for the award of the contract.

**Open procedure:** Calls for tender are open where all interested economic operators may submit a tender.

**Restricted procedure:** Calls for tender are restricted where all economic operators may ask to take part, but only candidates satisfying the selection criteria and invited simultaneously and in writing by the contracting authorities may submit a tender.

**Competitive negotiated procedure:** Procedure without prior publication of a contract notice, in which only candidates invited by the contracting authority may submit tenders.

**Negotiated procedure:** Procedure without prior publication of a contract notice, in which the contracting authority consults the candidate or candidates of its choice and negotiates the terms of the contract with one or more of them.

**Appropriate media:** Publication in the Official Journal of the EUROpean Union and on the Internet is obligatory for all contracts covered by the *Practical Guide*. Publication in the press of recipient countries and, if need be, specialised publications may be necessary or advisable.

**Tender dossier:** The dossier compiled by the Contracting Authority and containing all the documents needed to prepare and submit a tender.

**Period:** A period begins the day after the act or event chosen as its starting point. Where the last day of a period is not a working day, the period expires at the end of the next working day.

**Breakdown of the overall price:** A heading-by-heading list of the rates and costs making up the price for a lump-sum contract.

**Supervisor (Supervisor as per FIDIC rules):** The legal or natural person responsible for monitoring the execution of the contract on behalf of the Contracting Authority and/or the Commission, where the latter is not the Contracting Authority.

**Written communications:** Certificates, notices, orders and instructions issued in writing under the contract.

**Administrative order:** Any instruction or order issued by the Supervisor to the Contractor in writing regarding the execution of the works.

**Conflict of interest:** Any event influencing the capacity of a candidate, tenderer or supplier to give an objective and impartial professional opinion, or preventing him, at any moment, from giving priority to the interests of the Contracting Authority. Any consideration relating to possible contracts in the future or conflict with other commitments, past or present, of a candidate, tenderer or supplier, or any conflict with his own interests. These restrictions also apply to subcontractors and employees of the candidate, tenderer or supplier.

There is a conflict of interests within the meaning of Article 52 of the Financial Regulation where the impartial and objective exercise of the functions of a player in the implementation of the budget or an internal auditor is compromised for reasons involving family, emotional life, political or national affinity, economic interest or any other shared interest with the beneficiary.

**Day:** Calendar day.

**In writing:** This includes any hand-written, typed or printed communication, including telex, cable and fax transmissions.

**Foreign currency:** Any currency permissible under the applicable provisions and regulations other than the EURO, which has been indicated in the tender.

**National currency:** The currency of the country of the Contracting Authority.

**Tender price:** The sum stated by the tenderer in his tender for carrying out the contract.

**Contract price:** The sum stated in the contract representing the initial estimate payable for carrying out the works, or such other sum as ascertained at the end of the contract as due under the contract.

**Open procedure:** Calls for tender are open where all interested economic operators may submit a tender.

**Candidate:** Any natural or legal person or group thereof applying to take part in a restricted or negotiated procedure.

**Contractor:** The successful tenderer, once all parties have signed the contract.

**Liquidated damages:** The sum stated in the contract as compensation payable by the Contractor to the Contracting Authority for failure to complete the contract or part thereof within the periods under the contract, or as payable by either party to the other for any specific breach identified in the contract.

**General damages:** The sum not stated beforehand in the contract, which is awarded by a court or an arbitration tribunal, or agreed between the parties, as compensation payable to an injured party for a breach of the contract by the other party.

**Supervisor's representative:** Any natural or legal person, designated by the Supervisor as such under the contract, and empowered to represent the Supervisor in the performance of his functions, and in exercising such rights and/or powers as have been delegated to him. In this case, references to the Supervisor will include his representative.

**Works:** Works of a permanent or temporary nature executed under the contract.

**Equipment:** Machinery, apparatus, components and any other articles intended for use in the works

**Plant:** appliances and other machinery, and, where applicable under the law and/or practice of the state of the Contracting Authority, the temporary structures on the site required to carry out the works but excluding equipment or other items required to form part of the permanent works.

**Drawings:** Drawings provided by the Contracting Authority and/or the Supervisor, and/or drawings provided by the Contractor and approved by the Supervisor, for the carrying out of the works.

**Site:** The places provided by the Contracting Authority where the works are to be carried out and other places stated in the contract as forming part of the site.

**Maintenance period:** The period stated in the contract immediately following the date of provisional acceptance, during which the Contractor is required to complete the works and to remedy defects or faults as instructed by the Supervisor.

**Final acceptance certificate:** Certificate(s) issued by the Supervisor to the Contractor at the end of the maintenance period stating that the Contractor has completed his obligations to construct, complete, and maintain the works concerned.

**Provisional sum:** A sum included in the contract and so designated for the execution of works or the supply of goods, materials, plant or services, or for contingencies, which sum may be used in whole or in part, or not at all, as instructed by the Supervisor.

**Dayworks:** Varied work inputs subject to payment on an hourly basis for the Contractor's employees and plant.

**Modification:** An instruction given by the Supervisor which modifies the works.

## **VOLUME 1**

### **SECTION 6: EVALUATION GRID AND OTHER ANNEXES**

## EVALUATION GRID I: Opening Session

<b>Contract title:</b>	<b>Modernisation of ISKUR Offices Location- Turkey</b>	<b>Publication reference:</b>	EUROPEAID/116321/D/W/TR
------------------------	--	-------------------------------	-------------------------

Item No.	Reference Clause	I. Administrative Compliance		Tenderers						
				1	2	3	4	5	6	7
I.1	Vol 1, Section 1, Clause 14.1.2	Timely submission	Y/N							
I.2	Vol 1, section 1, Clause 24	Withdrawal submitted	Y/N							
I.3	Vol 1, section 1, Clause 14.1.3	Sealed and intact package marked with tenderers name and address	Y/N							
I.4	Vol 1, section 1, Clause 4.1	Power of attorney and circular of signatures	Y/N							
I.5	Vol 1, section 1, Clause 14.3.1	Tender form duly completed and signed	Y/N							
I.6	Vol 1, section 1, Clause 14.3.1	Appendix to tender duly completed and signed	Y/N							
I.7	Vol 1, section 1, Clause 18.1, 18.3, 14.3.2	Original Tender Guarantee attached and in compliance with requirements	Y/N							
I.8	Vol 1, section 1, Clause 15.2 and 16.1	Bill of Quantities and Price Summaries in EURO	Y/N							
I.9	Vol 1, section 1, Clause 20	Initials are complete	Y/N							
Tender accepted for further evaluation (P) or rejected (F)			Y/N							

**Legend:**

Y/N Yes/No  
C Clarifications requested  
P Pass  
F Fail

<b>Chairman's name</b>	
<b>Chairman's signature</b>	
<b>Date</b>	

## EVALUATION GRID II: Administrative Compliance (Closed session)

<b>Contract title:</b>	<b>Modernisation of ISKUR Offices Location- Turkey</b>	<b>Publication reference:</b>	EUROPEAID/116321/D/W/TR
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Item No.	Reference Clause	II. Procedural Compliance		Tenderers						
				1	2	3	4	5	6	7
II.1	Vol 1, Section 1, Clause 13	Tender submitted in English	Y/N							

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II.2	Vol 1, Section 4, Form 4.6.5	<p>Completed and signed Joint Venture/Consortium Agreement legally binding all partners, if applicable</p> <p>All partners are legally, jointly and severally responsible for execution of the contract</p> <p>All partners are bound to remain in JV/C for the whole period of the execution of the contract</p> <p>The leader is authorised to obligate and receive instruction for&amp;on behalf of the JV/C</p> <p>Execution of contract including payments is responsibility of the leader</p>	Y/N								
<b>Contract title:</b>	<b>Modernisation of ISKUR Offices Location- Turkey</b>		<b>Publication reference:</b>	<b>EUROPEAID/116321/D/W/TR</b>							
Item No.	Reference Clause	II. Procedural Compliance		Tenderers							
				1	2	3	4	5	6	7	



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II.3	Vol 1, Section 1, Clause 14.4	Submitted documents are duly signed	Y/N							
II.4	Vol 1, Section 1, Clause 4.1.1	Power of attorney is submitted.	Y/N							
II.5	Vol 1, Section 1, Clause 4.1.1	The power of attorney is empowering the person/s who signed the tender	Y/N							
II.6	Vol 1, Section 1, Clause 4.1.2	Evidence showing that the liquid assets and access to credit facilities submitted.	Y/N							

<b>Contract title:</b>	<b>Modernisation of ISKUR Offices Location- Turkey</b>	<b>Publication reference:</b>	<b>EUROPEAID/116321/D/W/TR</b>
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Item No.	Reference Clause	II. Procedural Compliance	Tenderers						
			1	2	3	4	5	6	7

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II.7	Vol 1, Section 1, Clause 4.1.5	Evidence of relevant experience in execution of works submitted	Y/N							
II.8	Vol.1, Section 1 Clause 4.2.2.a, 4.2.2.b	Audited balance sheets/income statements submitted	Y/N							
II.9	Vol.1, Section 1 Clause 4.1.1, 4.1.2, 4.1.3, 4.1.4	Questionnaire forms are duly completed (Form 4.1, 4.2, 4.3, 4.4 and 4.5)	Y/N							
II.10	Vol.1, Section 1, Clause 4.1.5	Technical Qualification forms are duly completed	Y/N							
II.11	Vol.1, Section 1, Clause 14.2.2, 14.3.5	Breakdown of contract price tables are duly filled	Y/N							

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<b>Contract title:</b>	<b><u>Modernisation of ISKUR Offices</u></b> <b><u>Location- Turkey</u></b>	<b>Publication References:</b>	EUROPEAID/116321/DW/TR
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Item No:	Reference Clause	II. Procedural Compliance		Tenderers						
				1	2	3	4	5	6	7
II.12	Vol 1, Section 1, Clause 14.2.1	The tenderer offers the whole of quantity or quantities indicated for each lot	Y/N							
II.13	Vol 1, Section 1, Clause 14.3.9	The tenderers declaration duly signed an submitted (Form 10).	Y/N							
II.14	Vol 1, Section 1, Clause 10.2	Addenda to tender documents duly signed and submitted, if any	Y/N							
II.15	Vol 1, Section 1, Sub Clause 18.1	Amount of tender guarantee not less than the amount stated in the procurement notice	Y/N							
II.16	Vol 1, Section 1, Sub Clause 18.3	Validity of tender guarantee is not less than 90 days from the deadline for the submission of tenders	Y/N							
II.17	Vol 1, Section 1, Clause 20.4	No deviations or reservations, which in any way influence the scope, quality or execution of works	Y/N							
II.18	Vol 1, Section 1, Clause 3.5, 4.1 and 4.3	Documents and information for all partners in Joint Venture/consortium and subcontractors (if applicable)	Y/N							

<b>Chairman's name</b>	
<b>Chairman's signature</b>	
<b>Date</b>	

**Legend:**

Y/N Yes/No  
C Clarifications requested  
P Pass  
F Fail

## EVALUATION GRID III: Eligibility

<b>Contract title:</b>	<b>Modernisation of ISKUR Offices Location- Turkey</b>	<b>Publication reference:</b>	EUROPEAID/116321/D/W/TR
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Item No.	Reference Clause	III. Eligibility		Tenderers						
				1	2	3	4	5	6	7
III.1	Vol 1, Section 1, Clause 3.1	Tenders from eligible countries	Y/N							
III.2	Vol 1, Section 4, Clause 3.4 and 3.5	Prag section2.3.3 not applicable on the tenderer	Y/N							
III.3	Vol 1, Section 1, Clause 3.6 Form (4.6.10)	All materials, equipment and services originateing from an eligible country (Affidavit submitted)	Y/N							
III.4	Vol 1, Section 1, Clause 5.1	Tenderer, JV and Consortium partners not part in any other tenders	Y/N							
Tender accepted for further evaluation (P) or rejected (F)										

### Legend:

Y/N Yes/No  
C Clarifications requested  
P Pass  
F Fail

<b>Chairman's name</b>	
<b>Chairman's signature</b>	
<b>Date</b>	

## EVALUATION GRID IV: Qualification

<b>Contract title:</b>	<b>Modernisation of ISKUR Offices Location-Turkey</b>	<b>Publication reference:</b>	EUROPEAID/116321/D/W/TR
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Item No.	Reference Clause	IV. Qualification		Tenderers						
				1	2	3	4	5	6	7
IV.1	Vol 1, Section 1, Clause 4.2.1(a)	Registered firm or natural person capable carrying of carrying out the works	Y/N							
IV.2	Vol 1, Section 1, Clause 4.2.2 (a)	Average annual turnover the last 5 years at least 7 MEURO/Lot1 or 3 MEURO/Lot 2, 10 MEURO/Lot1+Lot2	Y/N							
IV.3	Vol 1, Section 1, Clause 4.2.3	The tenderer only bidding for Lot 1 should have successfully completed at least two similar projects with a minimum value of 5 million Euro each (the total value of works the contractor was responsible for) as a prime contractor during last 5 years	Y/N							
IV.4	Vol 1, Section 1, Clause 4.2.3	The tenderer bidding for only Lot 2 should have successfully completed at least two similar projects with a minimum value of 1,5 million Euro each (the total value of works the contractor was responsible for) as a prime contractor during last 5 years.	Y/N							

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Item No.	Reference Clause	IV. Qualification		Tenderers							
				1	2	3	4	5	6	7	
IV.5	Vol 1, Section 1, Clause 4.2.3	The tenderer bidding for both Lot 1 and Lot 2 should have successfully completed at least two similar projects with a minimum value of 6,5 million Euro each (the total value of works the contractor was responsible for) as a prime contractor during last 5 years.	Y/N								
IV.6	Vol 1, Section 1, Clause 4.2.2 (c)	Sufficient Financial resources	Y/N								
IV.7	Vol 1, Section 1, Clause 4.2.2 (b)	Sound financial position(audited balance sheets for the latest 5 years)	Y/N								
IV.8	Vol 1, Section 1, Clause 4.2.3(c)	Litigation history of tenderer convenient to attend the tender	Y/N								
IV.9	Vol 1, Section 1, Clause 4.2.3(b)	Personnel requirements are adequate	Y/N								
IV.10	Vol 1, Section 1, Clause 4.2.4 4.2.5, 4.2.6, 4.2.7and 4.3	JV and Consortium requirements	Y/N								
Tender accepted for further evaluation (P) or rejected (F)											

**Legend:**

Y/N Yes/No  
C Clarifications requested  
P Pass  
F Fail

<b>Chairman's name</b>	
<b>Chairman's signature</b>	
<b>Date</b>	

## EVALUATION GRID V: Technical Qualifications Evaluation

<b>Contract title:</b>	<b>Modernization of ISKUR Offices Location- Turkey</b>	<b>Publication reference:</b>	EUROPEAID/116321/D/W/TR
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Item No.	Reference Clause	V. Technical Qualifications Evaluation		Tenderers						
				1	2	3	4	5	6	7
V.1	Vol 1, Section 1, Clause 4.1.5, Form 4.6.1	A presentation of tenderers head office organisation	Y/N							
V.2	Vol 1, Section 1, Clause 4.1.5 Form 4.6.3	Work programme appropriate	Y/N							
V.3	Vol 1, Section 1, Clause 4.1.5 Form 4.6.7	Quality assurance system appropriate	Y/N							
V.4	Vol 1, Section 1, Clause 4.1.5, 4.6.1.3	Key personel CVs submitted and appropriate	Y/N							
V.5	Vol 1, Section 1, Clause 4.1.5 , Form 4.6.3	Activity/time schedule provided	Y/N							
V.6	Vol 1, Section 1, Clause 4.1.5 , Form 4.6.3	Information about subcontractors if appropriate	Y/N							
V.7	Vol 1, Section 1, Clause 4.1.5 , Form 4.6.4	List of finished similar works	Y/N							
V.8	Vol 1, Section 1, Clause 4.1.5, Form 4.6.5	Information about JV/Consortiun if appropriate	Y/N							



CENTRAL FINANCE AND CONTRACTS UNIT –CFCU

Item No.	Reference Clause	V. Technical Qualifications Evaluation		Tenderers						
				1	2	3	4	5	6	7
V.9	Vol 1, Section 1, Clause 4.1.5, Form 4.6.6	Detail of litigation history	Y/N							
Tender accepted for further evaluation (P) or rejected (F)										

**Legend:**

Y/N Yes/No  
C Clarifications requested  
P Pass  
F Fail

<b>Chairman's name</b>	
<b>Chairman's signature</b>	
<b>Date</b>	

## EVALUATION GRID VI: Financial Evaluation

<b>Contract title:</b>	<b>Modernization of ISKUR Offices Location- Turkey</b>	<b>Publication reference:</b>	EUROPEAID/116321/D/W/TR
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Item No.	Reference Clause	VI. Financial Evaluation	Contract price in EURO						
			Tenderers						
			1	2	3	4	5	6	7
VI.1	Letter of Tender	Contract price (as specified in the Letter of Tender)							
VI.2	Vol 1, Section 1, Clause 30	Corrected Contract Price							
VI.3		<b>Final Contract Price</b>							

**Legend:**

Y/N Yes/No  
C Clarifications requested  
P Pass  
F Fail

<b>Chairman's name</b>	
<b>Chairman's signature</b>	
<b>Date</b>	