

VOLUME 1

SECTION 2 TENDER FORM

[APPENDIX TO BE USED ONLY BY NEAR ONLY IN FIDIC CONTRACTS]

[APPENDIX TO THE TENDER]

TENDER FORM FOR A WORKS CONTRACT

Publication reference: < Publication reference >

Name of contract: < Name of contract > [In case of an EI works contract, this should be clearly indicated in the title]

< Place and date >

A: < Name and address of Contracting Authority >.

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

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

Deleted: uly

Deleted: 5

1 SUBMITTED BY

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

2 CONTACT PERSON (for this tender)

Name	
Address	
Telephone	
Fax	
E-mail	

3 TENDERER'S DECLARATION(S)

As part of their tender, each legal entity identified under point 1 of this form, including every consortium member, as well as each capacity-providing entity and each subcontractor providing more than 10% of the works, must submit a signed declaration using this format, together with the Declaration of honour on exclusion and selection criteria (Annex 1) (insert Form a.14).

Deleted:

Deleted: .

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: *[description of works]*

¹ Country in which the legal entity is established.

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

Deleted: uly

Deleted: 5

Lot No 2: [description of works]

Etc.

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

Lot No 1: [.....]

Lot No 2: [.....]

Etc.

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

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

6. [For contracts worth up to 345 000 EUR, and on the basis of objective criteria such as the nature and value of the contract, the contracting authority may decide not to demand such a guarantee: If our tender is accepted, we undertake to provide a performance guarantee, as required by Article 15 of the Special Conditions.]

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

<.....>

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

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

10. We agree to abide by the ethics clauses in Clause 28 of the instructions to tenderers and, in particular, have no professional conflicting of interests and/or any equivalent relation with other candidates or other parties in the tender procedure or behaviour which may distort competition at the time of the submission of this application according to Section 2.3.6 of the Practical Guide. We have no interest of any nature whatsoever in any other tender in this procedure.

Deleted: We are not in any of the situations excluding us from participating in contracts listed in section 2.3.3 of the Practical Guide.

Deleted: se

Deleted: ¶

Deleted: in that respect

Deleted: .

Deleted: uly

Deleted: 5

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 EU/EDF.
12. We note that the Contracting Authority is not bound to proceed with this invitation to tender and that it reserves the right to award only part of the contract. It will incur no liability towards us should it do so.
13. We fully recognise and accept that if the above-mentioned persons participate in spite of being in any of the situations listed in Section 2.3.3.1 of the Practical Guide or if the declarations or information provided prove to be false, they may be subject to rejection from this procedure and to administrative sanctions in the form of exclusion and financial penalties representing 2 % to 10 % of the total estimated value of the contract being awarded and that this information may be published on the Commission website in accordance with the conditions set in Section 2.3.4 of the Practical Guide.
14. We are aware that, for the purposes of safeguarding the EU's financial interests, our personal data may be transferred to internal audit services, to the Early Detection and Exclusion System, to the European Court of Auditors, to the Financial Irregularities Panel or to the European Anti-Fraud Office.

[* Delete as applicable]

Name and first name: [.....]

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

Place and date: [.....]

Stamp of the firm/company:

This tender includes the following annexes:

[Numbered list of annexes with titles]

Deleted: we

Deleted: we

Deleted:

Deleted:

Deleted: ;

Deleted: that we may be excluded from tender procedures and contracts, in accordance with the Section 2.3.4 of the Practical Guide, for a maximum period of 5 years from the date on which the infringement is established and up to 10 years in the event of a repeated offence within five years of the above-mentioned date. Furthermore, we acknowledge that, should we make false declarations, commit substantial errors, irregularities or fraud, we shall also be subject to financial penalties representing 2 % to 10 % of the total estimated value of the contract being awarded. This rate may be increased to 4 % to 20 % in the event of a repeat offence within five years of the first infringement

Deleted: of the European Union

Deleted: uly

Deleted: 5

ANNEX 1 – DECLARATION OF HONOUR ON EXCLUSION AND SELECTION CRITERIA

Insert Form a.14

Deleted: uly

Deleted: 5

[**ANNEX 2 - APPENDIX TO BE USED ONLY BY NEAR ONLY IN FIDIC CONTRACTS**]
APPENDIX TO TENDER FOR A WORKS CONTRACT
[.....]

Publication reference: < Publication reference >

Title of contract: < Title of contract>

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

	Subclauses of General Conditions or Special Conditions	
Name and address of the Contracting Authority	To be completed by the Contracting Authority	
Name and address of the tenderer	To be completed by the tenderer	
Name and address of the representative of the Contracting Authority	To be completed by the Contracting Authority	
Financing authority	To be completed by the Contracting Authority	
Deadline for notice to commence	
Period of Implementation	
Currency		
Law of the contract		
Language of the contract		
Language of communication		

Period of access to the site		
Amount of performance guarantee		
Deadline for submitting the programme		
Normal working hours		
Period after the effective date during which the Contracting Authority's representative must issue notice to commence the works		
Liquidated damages for the works		
Limit of liquidated damages for delays		
Percentage of retention monies		
Minimum amount of interim payment certificates		
Percentage for adjustment of provisional sums		
Amount of insurance for design		
Amount of third-party insurance	per accident with the number of occurrences unlimited
Periods for submitting insurance		

Deleted: uly

Deleted: 5

	Subclauses of General Conditions or Special Conditions	
Number of members of dispute-settlement committee		
Member of dispute-settlement committee (if not agreed) to be nominated by		
Arbitration rules		
Number of arbitrators		
Language of arbitration		
Place of arbitration		
.....		

Signature _____

Capacity _____

duly authorised to sign for and on behalf of _____

Deleted: uly

Deleted: 5