

# **VOLUME 1**

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

## **SECTION I INSTRUCTIONS TO TENDERERS**

**In submitting a tender, the tenderer accepts in full and without restriction the main, special and general conditions governing the contract as the sole basis of this tendering procedure, whatever its own conditions of sale may be, which it 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 may result in the immediate rejection of the tender without further evaluation.**

**These instructions set out the rules for the submission, selection and implementation of contracts financed under this call for tenders, in conformity with the provisions of the practical guide, which is applicable to the present call (available on the internet at this address: <http://ec.europa.eu/europeaid/prag/document.do?locale=fr>).**

## GENERAL PART

### 1. GENERAL INSTRUCTIONS

Tenderers must tender for the whole of the works required by the dossier. Timetable:

	DATE	TIME*
Clarification meeting	N/A	N/A
Site visit	22.12.2025	13:00h.
Deadline for request for any additional information from the contracting authority	18.12.2025	17:30h.
Last date on which additional information are issued by the contracting authority	25.12.2025	-
Deadline for submission of tenders	02.01.2026	13:30h.
Tender opening session	02.01.2026	14:00h.
Notification of award to the successful tenderer	05.01.2026**	-
Signature of the contract	16.01.2026**	-

\* The time zone of the country of the contracting authority.

\*\* Provisional date.

### 2. TENDER EXPENSES

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.

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 its tender.

### 3. SITE INSPECTION

A clarification meeting and/or a site visit will not be held by the contracting authority.

## TENDERS DOCUMENTS

### 4. CONTENT OF TENDER DOCUMENTS

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.

## 5. EXPLANATIONS CONCERNING TENDER DOCUMENTS

Tenderers may submit questions in writing up to 15 days before the deadline for submission of tenders, specifying the publication reference and the contract title, to:

**Contact name: Mehmet Cidal**

***Büyükkarıştıran Municipality***

***Adress: Yeni Mahalle İnönü Caddesi No:9 Büyükkarıştıran-  
Lüleburgaz/KIRKLARELİ***

**E-mail: [mecidal@hotmail.com](mailto:mecidal@hotmail.com)**

The contracting authority has no obligation to provide additional information after this date. Any clarification of the tender dossier will be communicated simultaneously to all tenderers at the latest 8 calendar days before the deadline for submitting tenders.

## 6. MODIFICATIONS OF TENDER DOCUMENTS

The contracting authority may amend the tender documents up to 8 calendar days before the deadline for submission of tenders.

Any modification of the tender dossier will be communicated simultaneously in writing to all tenderers.

The contracting authority may, as necessary and in accordance with clause 12, extend the deadline for submission of tenders to give tenderers sufficient time to take modifications into account when preparing their tenders.

# TENDERS PREPARATION

## 7. LANGUAGE OF TENDERS

The tender and all correspondence and documents related to the tender exchanged by the tenderer and the contracting authority must be written in the language of the procedure which is English.

If the supporting documents are not written in one of the official languages of the European Union, a translation into the language of the call for tender must be attached. Where the documents are in an official language of the European Union other than English it is however strongly recommended to provide a translation into the language of the call for tenders, in order to facilitate the evaluation of the documents.

## 8. CONTENT AND PRESENTATION OF TENDER

The tender must be 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.

All tenders must comprise the following information and duly completed documents:

The Tenderer **must** provide a **Tender Guarantee** as part of its submission.

This guarantee must be provided **in the form set out in the tender dossier**, or in an **alternative form acceptable to the Contracting Authority** that complies with the essential requirements defined therein.

- The required amount for the Tender Guarantee is **5.500,00 EUR**.
- The **original guarantee** document (bank transfer receipt evidence) must be included in the original tender submission.

8.1 Tender form, in accordance with the Form of Volume 1, Section 2, together with the 'Declaration on Honour on exclusion criteria and selection criteria'<sup>1</sup> as an Annex.

Signed originals of the Declaration on honour shall be submitted.

8.2 Evidence of the tenderer's fulfilment of the following eligibility and selection criteria:

- the eligibility requirements in section 10 of the attached contract notice, through the tender form. Copies of the most recent documents showing legal status and place of registration of the headquarters of the tenderer are to be attached;
- the economic and financial capacity requirements in section 14.a of the attached contract notice, through Form 4.4;
- the professional and technical capacity requirements in section 14.b of the attached contract notice, through Form 4.6.5.

8.3 Financial offer, in accordance with Form 4.2.3 ('Breakdown of the lump-sum price') of Volume 4;

The breakdown of the lump-sum price does not derogate in any way to the clause according to which, in a lump-sum contract, the total contract price remains fixed irrespective of the quantities of work actually carried out. The prices filled in Volume 4 are deemed to have been determined on the basis of the conditions in force 30 days prior to the latest date fixed for submission of tenders.

8.4 Technical offer, which must include this information:

- a list of the staff proposed for the execution of the contract, with the CVs of key staff (Forms 4.6.1.2 and 4.6.1.3);
- a list of plant proposed for execution of the contract (Form 4.6.2). The descriptions must demonstrate the tenderer's ability to complete the works.
- The tenderer must indicate whether such equipment is owned, hired or used by a subcontractor

---

<sup>1</sup> See detailed instructions on p.5 of annex ds4c

- a work plan with brief descriptions of major activities (Form 4.6.3 Volume 1), showing the sequence and proposed timetable for the implementation of the tasks.
- 8.5 a power of attorney empowering the person signing the tender and all related documentation (Form 4.3).
- 8.6 the identification form (Form 4.5, Volume 1).

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 Subclause 8.2 above for each member 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 members. One member must be appointed lead member and that appointment confirmed by submission of powers of attorney signed by legally empowered signatories representing all the individual members. See Form 4.3 in Volume 1 and the tender form.
- All members of the joint venture/consortium are bound to remain in the joint venture/consortium for the whole execution period of the contract. See the declaration in the tender form.

## **9. TENDER PRICES**

The currency of the tender is the EUR.

The tenderer must provide a breakdown of the lump-sum price in EUR. The tender price must cover the whole of the works as described in the tender documents. 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 breakdown of the lump-sum price.

## **10. PERIOD OF VALIDITY OF TENDERS**

Tenders must remain valid for a period of 90 days from the deadline for submission of tenders indicated in the contract notice, the invitation to tender or as modified in accordance with Clause 6 and/or 12.

The successful tenderer must maintain its tender for a further 60 days. The further period is added to the validity period irrespective of the date of notification.

# **SUBMISSION OF TENDERS**

## **11. SUBMISSION OF TENDERS**

- 11.1 In order to participate, economic operators will not need to register in the European Commission's Participant Register - an online register of organisations participating in EU calls for tenders or proposals (PIC registration). Therefore the PIC number will not need to be filled in in the tender form (Annex ds4c).

The complete tender must be submitted in one original, clearly marked 'original' and 1 (one) copy, also clearly marked 'copy'. In the event of any discrepancy between them the original will prevail.

The technical and financial offers must be placed together in a sealed envelope. The envelopes should then be placed in another sealed envelope/package, unless their volume requires several envelopes/packages.

All tenders must be sent to the contracting authority before the deadline for submission of tenders specified in the table in point 1 above:

**EITHER** by post or by courier service, in which case the evidence shall be constituted by the postmark or the date of the deposit slip<sup>2</sup>, to:

***Büyükkarıştıran Municipality***  
***Adress: Yeni Mahalle İnönü Caddesi No:9 Büyükkarıştıran-***  
***Lüleburgaz/KIRKLARELİ***

**OR hand delivered** by the participant in person or by an agent **directly** to the premises of the contracting authority in return for a **signed and dated receipt**, in which case the evidence shall be constituted by this acknowledgement of receipt, to:

***Büyükkarıştıran Municipality***  
***Adress: Yeni Mahalle İnönü Caddesi No:9 Büyükkarıştıran-***  
***Lüleburgaz/KIRKLARELİ***

Opening hours: 08:30-17: 30 (local time), from Monday to Friday

The contracting authority may, for reasons of administrative efficiency, reject any request to participate or tender submitted on time to the postal service but received, for any reason beyond the contracting authority's control, after the effective date of approval of the evaluation report, if accepting tenders that were submitted on time but arrived late would considerably delay the evaluation procedure or jeopardise decisions already taken and notified.

The technical and financial offers must be placed together in one sealed envelope. This envelope should then be placed in another sealed envelope/package, unless their volume requires a separate submission for each lot.

The outer envelope should provide the following information:

- a) the address for submitting tenders indicated above;
- b) the reference code of the tender procedure (i.e. BGTR0200080-PP2-WRK-01);
- c) the words 'Not to be opened before the tender-opening session' and "Açılış Oturumundan Önce Açılmamalıdır.";
- d) the name of the tenderer.

---

<sup>2</sup> It is recommended to use registered mail in case the postmark would not be readable.

Each envelope must include an index of its contents. The pages of the technical and financial offers must be numbered.

## **12. EXTENSION OF THE DEADLINE FOR SUBMISSION OF TENDERS**

The contracting authority may, on its own discretion, extend the deadline for submission of tenders when issuing a modification. In such cases, all rights and obligations of the contracting authority and the tenderer regarding the original date specified in the contract notice will be subject to the new date.

## **13. LATE TENDERS**

All tenders received after the deadline for submission specified in these instructions will be kept by the contracting authority.

No liability can be accepted for late delivery of tenders. Late tenders will be rejected and will not be evaluated.

## **14. ALTERATION AND WITHDRAWAL OF TENDERS**

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. Withdrawals must be unconditional and will end all participation in the tender procedure.

Any such notification of alteration or withdrawal must be prepared and submitted in accordance with Clause 11 above, and the envelope must also be marked with 'alteration' or 'withdrawal' as appropriate.

# **OPENING AND EVALUATION OF TENDERS**

## **15. OPENING OF TENDERS**

The opening session should be held at least one week after the deadline for submission of tenders.

## **16. EVALUATION OF TENDERS**

The contracting authority reserves the right to ask a tenderer to clarify any part of the offer that the evaluation committee may consider necessary for the evaluation of the offer. Such requests and the responses to them must be made in writing. 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. The contracting authority reserves the right to check information submitted by the tenderer if the evaluation committee considers it necessary.

The evaluation of tenders will be conducted according to Section 5.3.9.4 of the practical guide:

### **16.1 Examination of the administrative conformity of tenders**

The evaluation committee will check that each tender:



- has been properly signed;
- all the elements in the administrative compliance grid are acceptable;
- has complete documentation and information;
- substantially complies with the requirements of these tender documents.

#### 16.2 Examination of the selection criteria

The evaluation committee will check whether the tenderers meet the eligibility and selection criteria.

#### 16.3 Technical evaluation

The evaluation committee will analyse the tenders' technical conformity in relation to the technical specifications, classifying them technically compliant or non-compliant.

#### 16.4 Financial evaluation

Once the technical evaluation has been completed the evaluation committee checks that the financial offers contain no arithmetical errors. When analysing the tender, the evaluation committee will determine the final tender price after adjusting it on the basis of Clause 17.

#### 16.5 Award criterion

The most economically advantageous tender is the technically compliant tender with the lowest price.

#### 16.6 Documentary evidence required from the successful tenderer

At any time during the procurement procedure and before the award of the contract, the contracting authority may request documentary evidence on compliance with the exclusion criteria set out in these instructions.

The contracting authority may request information on natural or legal persons that are members of the administrative, management or supervisory body or that have powers of representation, decision or control, including legal and natural persons within the ownership and control structure and beneficial owners, and appropriate evidence that none of those persons are in one of the exclusion situations referred to in the Declaration on Honour.

No documentary evidence of the selection criteria shall be submitted but no pre-financing will be granted.

At any time during the procurement procedure and before the award of the contract, the contracting authority may request documentary evidence on compliance with the exclusion criteria and selection criteria set out in these instructions. Please note that a request for evidence in no way implies that the tenderer has been successful. **All tenderers are invited to prepare in advance the documents related to the evidence, since they may be requested to provide such evidence within a short deadline.** In any event, the tenderer proposed by the evaluation committee for the award of the contract, will be requested to provide such evidence at short notice.

When requested, regarding the exclusion criteria, the tenderers should be able to provide the **documentary proof** or statements required under the law of the country in which the company (or, for consortia, each of the companies) is established, to show that it does not fall into any of the exclusion situations listed in Section 2.4.2 of the practical guide. At any time during the procurement procedure, the contracting authority may request information on natural or legal persons that are members of the administrative, management or supervisory body or that have powers of representation, decision or control, including legal and natural persons within the ownership and control structure and beneficial owners, and appropriate evidence that none of those persons are in one of the exclusion situations referred to in the Declaration on Honour.

This evidence, documents or statements must be dated, no more than one year before the date of submission of the tender.

The above-mentioned documents must be submitted for every member of a joint venture/consortium, all subcontractors and every capacity providing entity.

The contracting authority may waive the obligation of any tenderer to submit the documentary evidence referred to above if such evidence has already been submitted for the purposes of another procurement procedure, provided that the issue date of the documents does not exceed one year and that they are still valid. In this case, the tenderer must declare on his/her honour that the documentary evidence has already been provided in a previous procurement procedure and confirm that his/her situation has not changed.

Where the documentary evidence submitted is in an official language of the European Union other than the one of the procedure, it is strongly recommended to provide a translation into the language of the procedure, in order to facilitate the evaluation of the documents.

Failure to provide valid documentary evidence at the request and within the deadline set by the Contracting Authority shall lead to the rejection of the tender for the award of the contract, unless the tenderer can justify the failure on the grounds of material impossibility.

## **17. CORRECTION OF ERRORS**

Possible errors in the financial offer 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.

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.

# **CONTRACT AWARD**

## **18. NOTIFICATION OF AWARD, CONTRACT CLARIFICATIONS**

Prior to the expiration of the period of validity of tenders, the contracting authority will notify the successful tenderer, in writing, that its tender has been selected and draw its

attention to any arithmetical errors corrected during the evaluation process. This notification may take the form of an invitation to clarify certain contractual questions raised therein, to which the tenderer must be prepared 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.

By submitting a tender, each tenderer accepts to receive notification of the outcome of the procedure by electronic means. Such notification shall be deemed to have been received on the date upon which the contracting authority sends it to the electronic address referred to in the offer.

The successful tenderer will be informed in writing that its tender has been accepted (notification of award).

## **19. CONTRACT SIGNING**

Within 30 days of receipt of the contract already signed, the other party must countersign and date the contract and return it. On signing the contract, the successful tenderer will become the contractor and the contract will enter into force.

If it fails to sign and return the contract 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 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.

If a tenderer to whom the contract is awarded (any of the group members in case of a consortium) has established debt(s) owed to the Union, the European Atomic Energy Community or an executive agency when the latter implements the Union budget, such debt(s) may be offset, in line with Articles 101(1) and 102 the Financial Regulation and the conditions set out in the draft contract, against any payment due under the contract. The contracting authority will verify the existence of overdue debts of the successful tenderer[s] (any of the group members in case of a consortium), and, if any such debt is found, will inform the tenderer (the leader in case of a consortium who will then have the obligation to inform all other group members before signing the contract) that the debt(s) may be offset against any payment under due the contract.

## **20. CANCELLATION OF THE TENDER PROCEDURE**

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 tender opening session the sealed envelopes will be returned, unopened, to the tenderers.

Cancellation may occur where:

- the tender procedure has been unsuccessful, namely where no qualitatively or financially worthwhile tender has been received or there has been no valid response at all;
- the economic or technical parameters of the project have been fundamentally altered;

- exceptional circumstances or force majeure render normal execution of the project impossible;
- all technically compliant tenders exceed the financial resources available;
- there have been irregularities in the procedure, in particular where these have prevented fair competition;
- the award is not in compliance with sound financial management, i.e. does not respect the principles of economy, efficiency and effectiveness (e.g. the price proposed by the tenderer to whom the contract is to be awarded is objectively disproportionate with regard to the price of the market).

**In no event will the contracting authority be liable for damages whatsoever including, without limitation, damages for loss of profits, in any way connected with the cancellation of a tender procedure, even if the contracting authority has been informed of the possibility of damage. The publication of a procurement notice does not commit the contracting authority to implement the programme or project announced.**

## **21. ETHICS, VALUES AND CODE OF CONDUCT**

### **21.1 Absence of conflict of interest and of professional conflicting interest**

The tenderer must not be affected by any professional conflicting interest nor any conflict of interest and must have no equivalent relation in that respect with other tenderers or parties involved in the project. Any attempt by a tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the evaluation committee or the contracting authority during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of its tender and may result in administrative penalties according to the Financial Regulation in force.

### **21.2 Respect for human rights and EU values as well as environmental legislation and core labour standards**

The tenderer and its personnel must comply with human rights and applicable data protection rules. In particular and in accordance with the applicable basic act, tenderers and applicants who have been awarded contracts must comply with the environmental legislation including multilateral environmental agreements, and with the core labour standards as applicable and as defined in the relevant International Labour Organisation conventions (such as the conventions on freedom of association and collective bargaining; elimination of forced and compulsory labour; abolition of child labour).

The tenderer and its personnel must comply with EU values, such as respect for human dignity, freedom, democracy, equality, the rule of law and human rights, including the rights of minorities.

#### **Zero tolerance for sexual exploitation, abuse and harassment:**

The European Commission applies a policy of 'zero tolerance' in relation to all wrongful conduct which has an impact on the professional credibility of the tenderer.

Physical abuse or punishment, or threats of physical abuse, sexual abuse or exploitation, harassment and verbal abuse, as well as other forms of intimidation shall be prohibited.

### 21.3 Anti-corruption and anti-bribery

The tenderer shall comply with all applicable laws and regulations and codes relating to anti-bribery and anti-corruption. The European 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 or during the execution of a contract 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 execution of a contract already concluded with the contracting authority.

### 21.4 Unusual commercial expenses

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 payee who is not clearly identified or commissions paid to a company which has every appearance of being a front company.

Contractors found to have paid unusual commercial expenses on projects funded by the European Union are liable, depending on the seriousness of the facts observed, to have their contracts terminated or to be permanently excluded from receiving EU funds.

### 21.5 Breach of obligations, irregularities or fraud

The contracting authority reserves the right to suspend or cancel the procedure, where the award procedure proves to have been subject to breach of obligations, irregularities or fraud. If breach of obligations, irregularities or fraud are discovered after the award of the contract, the contracting authority may refrain from concluding the contract.

## **22. APPEALS**

Tenderers believing that they have been harmed by an error or irregularity during the award process may file a complaint. See Section 2.12. of the practical guide.

## **23. DATA PROTECTION**

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

The tender procedure and the contract relate to an external action funded by the EU, represented by the European Commission. If processing your reply to the invitation to tender involves transfer of personal data (such as names, contact details and CVs) to the European Commission, they will be processed solely for the purposes of the monitoring of the procurement procedure and of the implementation of the contract by the Commission, for the latter to comply with its obligations under the applicable legislative framework and under the financing agreement concluded between the EU and the Partner Country without prejudice to possible transmission to the bodies in charge of monitoring or inspection tasks in application of EU law. For the part of the data transferred by the contracting authority to the European Commission, the controller for the processing of

personal data carried out within the Commission is the head of contracts and finance unit R4 of DG Neighbourhood and Enlargement Negotiations.

## **24. EARLY DETECTION AND EXCLUSION SYSTEM**

The tenderers and, if they are legal entities, persons who have powers of representation, decision-making or control over them, natural or legal person that assumes unlimited liability for the debts, natural or legal person who is essential for the award or for the implementation of the legal commitment, beneficial owner or any affiliate of the tenderer, are informed that, should they be in one of the situations of early detection or exclusion, their personal details (name, given name if natural person, address, legal form) may be registered in the early detection and exclusion system (EDES) and communicated to the persons and entities concerned in relation to the award or the execution of a procurement contract.

For more information, you may consult the privacy statement available on [http://ec.europa.eu/budget/explained/management/protecting/protect\\_en.cfm](http://ec.europa.eu/budget/explained/management/protecting/protect_en.cfm)

\* \* \*