

CORRIGENDUM TO THE TENDER DOSSIER NO.1

Supply of Reproductive Health Materials – Relaunch

Publication Reference: SIHHAT/2019/SUP/INT/12

The following alterations and/or corrections are made to the **Tender Dossier**:

CONTRACT NOTICE

The former text:

Article 16 Selection criteria

3) Technical capacity of tenderer (based on i.a. items 5 and 6 of the tender form for a supply contract). The reference period which will be taken into account will be the last five years from submission deadline.

The tenderer has delivered supplies under at most two (2) contracts with a budget of at least one-fourth ($\frac{1}{4}$) of the financial proposal of the lot being tendered in supply of reproductive health materials for all lots.

Shall read as new text:

Article 16 Selection criteria

3) Technical capacity of tenderer (based on i.a. items 5 and 6 of the tender form for a supply contract). The reference period which will be taken into account will be the last five years from submission deadline.

The tenderer has delivered supplies under at most two (2) contracts with a budget of at least one-fourth ($\frac{1}{4}$) of the financial proposal of the lot being tendered in supply of reproductive health materials **or medical equipment** for all lots.

INSTRUCTIONS TO TENDERERS

The former text:

Article 12 : Taxes and other charges

The applicable tax and customs arrangements are the following:

The European Commission and Republic of Turkey have agreed in IPA Framework Agreement on 11.02.2015 (this FWA adopted as law (no: 6647) by Turkish Parliament on 04 April 2015, which has been put into force by the government decree, no 2015/7708 that was published in Official Gazette no: 29393, dated 21 June 2015.) to fully exonerate the following taxes: Value Added Tax (VAT), Special Consumption Tax (SCT), Motor Vehicle Tax, Special Communication Tax, and/or taxes of equivalent effect, stamp or registration duties or any other charge having equivalent effect. Please refer to the articles 27&28 of the Framework Agreement.

Please also refer to the articles 25&26 of the Framework Agreement and the Communiqués issued by:

- The Ministry of Finance (MoF) thereto for further information, especially for exemption scope and implementation procedure, which are available at the MoF's website at: http://www.gib.gov.tr/uluslararasi_mevzuat.
- The Ministry of Customs and Trade (MoCT) thereto for further information, especially for facilities extended for customs clearance, which is available at the MoCT's website at: <http://mevzuat.basbakanlik.gov.tr/Metin.Aspx?MevzuatKod=9.5.14369&Mevzuatiliski=0&sourceXmlSearch=Türkiye-AB Katılım Öncesi Yardım Aracı>, published in the Official Gazette of Turkey, No:27730, on 15.10.2010.

Shall read as new text:

Article 12 : Taxes and other charges

The applicable tax and customs arrangements are the following:

The European Commission and Republic of Turkey have agreed in IPA Framework Agreement on 11.02.2015 (this FWA adopted as law (no: 6647) by Turkish Parliament on 04 April 2015, which has been put into force by the government decree, no 2015/7708 that was published in Official Gazette no: 29393, dated 21 June 2015.) to fully exonerate the following taxes: Value Added Tax (VAT), Special Consumption Tax (SCT), Motor Vehicle Tax, Special Communication Tax, and/or taxes of equivalent effect, stamp or registration duties or any other charge having equivalent effect. Please refer to the articles 27&28 of the Framework Agreement.

Please also refer to the articles 25&26 of the Framework Agreement and the Communiqués issued by:

- The Ministry of Finance (MoF) thereto for further information, especially for exemption scope and implementation procedure, which is available at the MoF's website at: http://www.gib.gov.tr/uluslararasi_mevzuat.
- The Ministry of Customs and Trade (MoCT) thereto for further information, especially for facilities extended for customs clearance, which is available at: <http://www.resmigazete.gov.tr/eskiler/2010/10/20101015-5.htm> Türkiye-AB Katılım Öncesi Yardım Aracı, published in the Official Gazette of Turkey, No:27730, on 15.10.2010.

ANNEX II + III: TECHNICAL SPECIFICATIONS + TECHNICAL OFFER

The former text:

Lot 1, Item 1.4.4:

The length of the condoms shall not be less than 160 mm, nominal length shall be in the interval of 50-56 mm. The wall thickness of the condoms shall be 0.06±0.01 mm.

Shall read as new text:

Lot 1, Item 1.4.4:

The length of the condoms shall not be less than 160 mm, width shall be in the interval of 50-56 mm. The wall thickness of the condoms shall be 0.06±0.01 mm.

.....

The former text:

Lot 1, Item 1.5.3.1:

Internal boxes in suitable number (60 internal boxes) should be placed in external boxes.

Shall read as new text:

Lot 1, Item 1.5.3.1:

Internal boxes in suitable number (60 internal boxes) **or (51 internal boxes)** should be placed in external boxes.

.....

The former text:

Lot 1, Item 1.5.3.5:

The dimension of the boxes should be in accordance with the Euro pallet standards (80x120x15 cm) and they shouldn't brim over the pallets. Euro pallets should be as many as the storage amount of total number of boxes o the boxes should be delivered in pallets. External boxes should contain a total of 6.000 (six thousand) condoms in 60 (sixty) internal boxes from the same series.

Shall read as new text:

Lot 1, Item 1.5.3.5:

The dimension of the boxes should be in accordance with the Euro pallet standards (80x120x15 cm) and they shouldn't brim over the pallets. Euro pallets should be as many as the storage amount of total number of boxes or the boxes should be delivered in pallets. External boxes should contain a total of 6.000 (six thousand) condoms in 60 (sixty) **or 5.100 (five thousand hundred) condoms in 51 (fiftyone) internal boxes** from the same series.

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The former text:

Lot 1, Item 1.8:

The date of expiry of the condoms should be at least five (3) years starting from their delivery. In case it is notified at least 6 (six) months before the expiry date of the delivered product, the contractor shall replace the products in the same amount and in compliance with the technical specifications within 3 months until 1 (one) month to the expiry date latest. The notification shall be made to the contractor company in written by the Public Health General Directorate. Expiry date shall be renewed until all the products are used up. Even if the contractor company stopped activity for any reason, the related manufacturer or Exporter Company is responsible for the replacement for expiry and any other reasons (collection, prohibition etc.) until the consumption.

Shall read as new text:

Lot 1, Item 1.8:

The date of expiry of the condoms should be at least **three (3)** years starting from their delivery.

.....

The former text:

Lot 1, Item 1.10.4:

Condoms in the amount of samples will be delivered to the storages of Public Health General Directorate in the address of Esesnboğa Road 22th km free of charge. (Address: Saracalar Mahallesi Özal Bulvarı No:349 Akyurt/Ankara).

Shall read as new text:

Lot 1, Item 1.10.4:

Condoms in the amount of samples will be delivered to the storages of Public Health General Directorate in the address of **Esenboğa** Road 22th km free of charge. (Address: Saracalar Mahallesi Özal Bulvarı No:349 Akyurt/Ankara).

.....

The former text:

Lot 2, Item 1.10.4:

IUDs in the amount of samples will be delivered to the storages of Public Health General Directorate in the address of Esesnboğa Road 22th km free of charge. (Address: Saracalar Mahallesi Özal Bulvarı No:349 Akyurt/Ankara).

Shall read as new text:

Lot 2, Item 1.10.4:

IUDs in the amount of samples will be delivered to the storages of Public Health General Directorate in the address of **Esenboğa** Road 22th km free of charge. (Address: Saracalar Mahallesi Özal Bulvarı No:349 Akyurt/Ankara).

.....

The former text:

Lot 3, Item 1.10.7:

Preparates in the amount of samples will be delivered to the storages of General Directorate of Public Health in the address of Esesnboğa Road 22th km free of charge. (Address: Saracalar Mahallesi Özal Bulvarı No:349 Akyurt/Ankara).

Shall read as new text:

Lot 3, Item 1.10.7:

Preparates in the amount of samples will be delivered to the storages of General Directorate of Public Health in the address of **Esenboğa** Road 22th km free of charge. (Address: Saracalar Mahallesi Özal Bulvarı No:349 Akyurt/Ankara).

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TENDER DOSSIER

Following attachments have been added to Tender Dossier and Annex V-ii- Taxes and Customs Arrangements (*c4m_taxcustomsarrangements_en_IPA-II*) has been revised:

- **Administrative Compliance Grid (*c4j_admingrid_en*)**
- **Evaluation Grid (*c4k_evalgrid_en*)**
- **Annex 1 – Declaration of Honour on Exclusion and Selection Criteria (form a14)**
- **AnnexV-ii: Taxes and Customs Arrangements (*c4m_taxcustomsarrangements_en_IPA-II*)**

ADMINISTRATIVE COMPLIANCE GRID

Contract title :	Supply of Reproductive Health Materials – Relaunch	Publication reference :	SIHHAT/2019/SUP/INT/12
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Tender envelope number	Name of tenderer	Is tenderer (consortium) nationality ¹ eligible? (Y/N)	Is documentation complete? (Y/N)	Is language as required? (Y/N)	Is tender submission form complete? (Y/N)	Is tenderer's declaration signed (by all consortium members if a consortium)? (Yes/No/ Not Applicable)	Other administrative requirements of the tender dossier? (Yes/No/Not applicable)	Overall decision? (Accept / Reject)
1								
2								
3								
4								
5								
6								

Chairperson's name	
Chairperson's signature	
Date	

▲ **EVALUATION GRID**

Contract title :	Supply of Reproductive Health Materials – Relaunch	Publication reference :	SIHHAT/2019/SUP/INT/12
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Tender envelope No	Name of tenderer	Rules of origin respected? (Y/N)	Economic & financial capacity? (OK/a/b/...)	Professional capacity? (OK/a/b/...)	Technical capacity? (OK/a/b/...)	Compliance with technical specifications? (OK/a/b/...)	Ancillary services as required? (OK/a/b/.../NA)	Subcontracting statement in accordance with art. 6 of the general conditions? (Y/N)	Other technical requirements in tender dossier? (Yes/No/Not applicable)	Technically compliant? Y/N	Justification/ notes:
1											
2											
3											
4											

Evaluator's name & signature	
Evaluator's name & signature	
Evaluator's name & signature	
Date	

¹ The selection criteria, in the previous section of this form, have to be met before the technical requirements are assessed.

ANNEX V- TAXES AND CUSTOMS ARRANGEMENTS

Article 27 and 28 from the Framework Agreement¹, signed on 11th of February 2015

The contract is, as a rule, exempt from all taxes and duties, including value added tax (VAT) and Special Consumption Tax (SCT), Motor vehicle tax, Special communication tax, and/or taxes of equivalent effect, stamp or registration duties, special charges or any other charge having equivalent effect, pursuant to the provisions of Articles set out in the Framework Agreement signed between the Republic of Turkey (hereinafter will be referred "Turkey") and the EU in 2015, extract of Article 27 & 28 of which are provided below.

The Contractor shall accordingly complete the necessary formalities with the relevant authorities to ensure that the goods and/or services and/or works and/or grant activities required for performance of the Contract are exempt from taxes, customs, import duties, levies and/or taxes of equivalent effect, and stamp or registration duties or special charges or any other charge having equivalent effect in accordance with the rules that are set out below. Any matter not covered by the below provisions on tax and customs arrangements shall remain subject to the national legislation of Turkey.

The relevant provisions of the Framework Agreement (the FWA) are as follows:

Granting of facilities for the implementation of programmes and execution of contracts

- (1) In order to ensure the effective implementation of programmes under IPA II, Turkey shall take all necessary measures to ensure:
 - (a) that, in case of service, supplies or works tender procedures as well as grant awards and twinings, natural or legal persons eligible to participate in award procedures pursuant to Article 19 shall be entitled to temporary installation and residence where the importance or the duration of the contract so warrants. This right shall be acquired only after the procedure has been launched and shall be enjoyed by the managerial and technical staff including RTAs, needed to carry out studies and other preparatory measures to the drawing up of bids/applications/proposals. This right shall expire one month after the decision of contract award;
 - (b) that tenderers and applicants can submit their bids/applications/proposals without encountering any obstacle such as additional legal, administrative or customs related requirements that impair equal treatment among tenderers or applicants unless such requirements are enshrined in an underlying programme document adopted by the Commission;
 - (c) that personnel taking part in the implementation of IPA II assistance and members of their immediate family are accorded no less favourable benefits, privileges and exemptions than those usually granted to other international or expatriate staff employed in the Republic of Turkey, under any other bilateral or multilateral agreement or arrangements for assistance and technical co-operation;

¹ This is an extract of Article 27 and 28 of the IPA Framework Agreement signed between Turkey and the European Union Commission on 11.02.2015, and adopted as law by Turkish Parliament (no: 6647) on 04 April 2015 and which was published in the Turkish Official Gazette on 28 April 2015, no: 29340. It has been put into force by the government decree, no 2015/7708 that was published in Official Gazette no: 29393, dated 21 June 2015.

Please, also refer to the Framework Agreement, and the Communiqués issued by:

- ***the Ministry of Trade (the MoT) thereto for further information, especially for exemption scope and implementation procedure, which are available at the MoF's website at: http://www.gib.gov.tr/sites/default/files/fileadmin/mevzuatek/uluslararasi_mevzuat/1_SIRA_NOLU_IPA_GENEL_TEBLIGI.pdf***
- ***The Ministry Trade (MoT) thereto for further information, especially for facilities extended for customs clearance, which is available at: <http://www.resmigazete.gov.tr/eskiler/2010/10/20101015-5.htm> , Türkiye - AB Katılım Öncesi Yardım Aracı, published in the Official Gazette of Turkey, No: 27730, on 15.10.2010.***

- (d) that personnel taking part in the implementation of IPA II assistance and members of their immediate family are allowed to enter the Republic of Turkey, to establish themselves in the Republic of Turkey, to work there and to leave the Republic of Turkey, as the nature of the underlying contract so justifies;
 - (e) the granting of all permits necessary for the importation of goods, in particular professional equipment, required for the execution of the underlying contract, subject to existing laws, rules and regulations of Turkey;
 - (f) that imports carried out under IPA II will be exempted from all charges;
 - (g) the granting of all permits necessary for the re-export of the above goods, once the underlying contract has been fully executed;
 - (h) the granting of authorisations for the import or acquisition of the foreign currency necessary for the implementation of the underlying contract and the application of national exchange control regulations in a non-discriminatory manner to contractors, regardless of their nationality or place of establishment;
 - (i) the granting of all permits necessary to repatriate funds received in respect of the action financed under IPA II, in accordance with the foreign exchange control regulations in force in the Republic of Turkey;
 - (j) that transactions necessary for carrying out contracts financed under IPA II will be exempted from procedures requiring the transfer of the payment for goods and/or services to their contractors abroad through banks or financial institutions operating in the Republic of Turkey.
- (2) Turkey shall ensure full co-operation of all relevant authorities. It will also ensure access to state-owned companies and other governmental institutions, which are involved or are necessary in the implementation of a programme or in the execution of the contract.
- (3) After the entry into force of this Agreement Turkey shall adopt or amend the legislation and/or enabling acts necessary to enforce the requirements of the procedures laid down in this article while keeping these procedures as simple, reasonable and time efficient as possible.

Rules on taxes, customs duties and Other Fiscal Charges

- (1) Except where otherwise provided for in a Sectoral Agreement or a Financing Agreement, taxes, customs and import duties and levies and/or charges having equivalent effect are not eligible under IPA II. The tax exemptions under the scope of the above-mentioned rule shall also apply to co-financing provided by Turkey and natural and/or legal persons that receive IPA II assistance.
- (2) The following provisions shall apply:
- (a) All imports by Union contractors shall be allowed to enter the Republic of Turkey without being subject to customs or import duties, Value Added Tax (VAT), excise duties and other special consumption taxes or to any other similar tax, duties or charges having equivalent effect. Such exemption shall only be applied to imports in connection with the goods supplied and/or services rendered and/or works executed by the Union contractors under a Union contract. The Republic of Turkey shall ensure that the imports concerned will be released from the point of entry for delivery to the Union contractors as required by the provisions of the contract and for immediate use as required for the normal implementation of the contract, without any delays or disputes over the settlement of the above mentioned duties, taxes or charges;
 - (b) Union contractors shall be exempted from VAT for any service rendered and/or goods supplied and/or works executed under the Union contract. Goods supplied or services rendered or works executed by a contractor to the Union contractor shall also be

exempted from VAT in so far that they are connected with the objectives and activities under the Union contract;

- (c) The exemption provided for in paragraph (b) shall in principle be put into effect through ex-ante exemption. Where this is not technically and/or practically feasible, it shall be put into effect through refund/offsetting.

Where ex-ante exemption applies, the Union contractor or the contractor supplying goods and/or rendering services and/or executing works for a Union contractor, shall issue an invoice exclusive of VAT for which Turkey shall ensure that an effective mechanism and procedures for VAT ex-ante exemption has been put in place beforehand.

Where the refund procedure applies, Union contractors and contractors to the Union contractors shall be able to obtain a VAT refund directly from the tax administration upon submission of a written request to the tax administration accompanied by the necessary documentation required under the Republic of Turkey law for the refund of VAT.

The Union contractor and contractors to the Union contractors shall be entitled to offset or deduct any input VAT in connection with the goods supplied and/or services rendered and/or works executed under IPA II assistance which are exempted from VAT, as provided in this Agreement, against any VAT collected by them for any of their ordinary business transactions outside IPA II.

Upon submission of the necessary documentation, the tax administration shall complete any request for exemption, tax refund, and offsetting within a maximum of 30 calendar days without any cost other than minimum and reasonable administrative fees;

- (d) Profit or income arising from Union contracts shall be taxable in the Republic of Turkey in accordance with the national/local tax system. However, natural and legal persons, including expatriate staff and RTAs, resident or established in the Member States of the European Union or other countries eligible under IPA II other than Turkey, executing Union contracts shall be exempted from profit or income tax in the Republic of Turkey, including withholding and provisional or temporary taxes except in cases where the natural and/or legal person making such profit and/or income has its residence or a permanent establishment to which such income is attributable in the Republic of Turkey according to the provisions of the applicable double taxation agreements.

A Union grant to a grant beneficiary shall not be construed as a profit or income to that grant beneficiary. Where a profit is generated from a grant contract, the Commission shall be entitled to recover the percentage of the profit in accordance with the terms of the underlying contract. The remaining profit may be taxable according to the national/local tax system. "Profit" in the context of this paragraph means a surplus of the receipts over the eligible costs approved by the Contracting Authority when the request for payment of a balance is made;

- (e) Expenditures of the Union contractors shall be relieved from special consumption taxes or excise duties or from any other taxes or charges having equivalent effect for the expenditure in connection with the goods supplied and/or services rendered and/or works executed by that Union contractor under the Union contract;

- (f) Those benefiting from actions and/or contracts and/or activities carried out under IPA II shall be exempted from “Inheritance and Transfer Tax” or any other taxes or charges having equivalent effect resulting from goods and/or rights and/or constructed facilities and/or funds transferred to them without consideration in any way under IPA II;
- (g) Personal and household effects imported for personal use by natural persons (and members of their immediate families), other than those recruited locally, carrying out tasks defined in service and/or works and/or grant contracts and/or twinning contracts or covenants, shall be exempted from customs duties, import duties, taxes and levies and/or taxes having equivalent effect and/or deterrent excessive collateral requirements, the said personal and household effects being re-exported or disposed of in the state, in accordance with the regulations in force in the Republic of Turkey after termination of the contract;
- (h) Union contracts, contracts signed by Union contractors as well as partners in a consortium or joint venture or co-beneficiaries and affiliated entities (as defined in Article 122 of the Financial Regulation) in grants shall not be subject to stamp or registration duties, or to any other charge having equivalent effect in the Republic of Turkey. This exemption shall also apply to transactions (including assignment of rights) and documents related to payments made to the Union contractor, including contracts concluded between grant beneficiaries (including their partners, affiliated entities or sub-grant beneficiaries) and their contractors (including their staff or contracted experts), and contracts concluded for incidental and provisional expenditure under service contracts and works contracts respectively where such payments are directly related to the Union contract;
- (i) For the purposes of this Agreement, the term "*Union contractor*" shall be construed as natural and legal persons, rendering services and/or supplying goods and/or executing works under a Union contract. The term "Union contractor" shall also refer to grant beneficiaries (including partners, affiliated entities as identified in a Union contract and sub-grant beneficiaries as well as twinning contractors), partners in a consortium or joint venture, contractors and RTAs under twinning contracts as well as contractors under the Technical assistance and Information exchange instrument (TAIEX);
- (j) The term "*Union contract*" means any contract or grant contract, including sub-grant contracts and delegation agreements under indirect management, through which an activity is financed under IPA II, including the co-financing by Turkey or natural and/or legal persons of IPA II assistance and which is signed by the European Commission or Turkey or a grant beneficiary when related to Union contracts. The term "Union contract" shall also cover provisions of assistance under TAIEX and participation in Union programmes including grants received under Union programmes and co-financing of such grants;
- (k) The following charges shall also be exempted for Union contractors implementing a Union contract:
 - (i) special communication tax;
 - (ii) motor vehicle taxes;
 - (iii) special charges applied under:

The law as to Revenues of Municipalities re.no 2464 (Belediye Gelirleri Kanunu, in particular Additional Article 1 -Charges for Construction of Buildings, 79-Registration and Copies of Document, 80- Charges to Land Development)

The law on the Conservation of Cultural Heritages and Natural Property, ref.no 2863 (Kültür ve Tabiat Varlıklarını Koruması Kanunu)".

- (3) Whenever necessary, Turkey shall adopt or amend the secondary legislation and/or enabling acts necessary to enforce the tax provisions in this Agreement immediately upon its entering into force.
- (4) The rules and procedures referred to in this Article shall also apply to any similar tax, duty, levy or charges having equivalent effect which are in force or which may be instituted after the date of entry into force of this Agreement in addition to, or in replacement of existing ones.
- (5) In case of conflict between the provisions in this Article and the national legislation of Turkey, the provisions of this Agreement shall prevail. In the event of accession to the Union, Turkey will continue to apply the provisions in articles 27 and 28 except where these are incompatible with its obligations under the relevant Union acquis.

Declaration on honour on exclusion criteria and selection criteria

The undersigned [*insert name of the signatory of this form*], representing:

<i>(only for natural persons)</i> himself or herself	<i>(only for legal persons)</i> the following legal person:
ID or passport number: (‘the person’)	Full official name: Official legal form: Statutory registration number: Full official address: VAT registration number: (‘the person’)

The person is not required to submit the declaration on exclusion criteria if the same declaration has already been submitted for the purposes of another award procedure of the same contracting authority², provided the situation has not changed, and that the time that has elapsed since the issuing date of the declaration does not exceed one year.

In this case, the signatory declares that the person has already provided the same declaration on exclusion criteria for a previous procedure and confirms that there has been no change in its situation:

Date of the declaration	Full reference to previous procedure

I – SITUATION OF EXCLUSION CONCERNING THE PERSON

(1) declares that the above-mentioned person is in one of the following situations:	YES	NO
(a) it is bankrupt, subject to insolvency or winding up procedures, its assets are being administered by a liquidator or by a court, it is in an arrangement with creditors, its business activities are suspended or it is in any analogous situation arising from a similar procedure provided for under EU or national legislation or regulations;	<input type="checkbox"/>	<input type="checkbox"/>
(b) it has been established by a final judgement or a final administrative decision that the person is in breach of its obligations relating to the payment of taxes or social security contributions in accordance with the applicable law;	<input type="checkbox"/>	<input type="checkbox"/>
(c) it has been established by a final judgement or a final administrative decision that the person is guilty of grave professional misconduct by having violated applicable laws or regulations or ethical standards of the profession to which the person belongs, or by having engaged in any wrongful conduct which has an impact on its professional credibility where such conduct denotes wrongful intent or gross negligence, including, in particular, any of the following:		
(i) fraudulently or negligently misrepresenting information required for the verification of the absence of grounds for exclusion or the fulfilment of	<input type="checkbox"/>	<input type="checkbox"/>

² The same institution or agency.

selection criteria or in the performance of a contract or an agreement;		
(ii) entering into agreement with other persons with the aim of distorting competition;	<input type="checkbox"/>	<input type="checkbox"/>
(iii) violating intellectual property rights;	<input type="checkbox"/>	<input type="checkbox"/>
(iv) attempting to influence the decision-making process of the contracting authority during the award procedure;	<input type="checkbox"/>	<input type="checkbox"/>
(v) attempting to obtain confidential information that may confer upon it undue advantages in the award procedure;	<input type="checkbox"/>	<input type="checkbox"/>
(d) it has been established by a final judgement that the person is guilty of the following:		
(i) fraud, within the meaning of Article 3 of Directive (EU) 2017/1371 and Article 1 of the Convention on the protection of the European Communities' financial interests, drawn up by the Council Act of 26 July 1995;	<input type="checkbox"/>	<input type="checkbox"/>
(ii) corruption, as defined in Article 4(2) of Directive (EU) 2017/1371 and Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union, drawn up by the Council Act of 26 May 1997, and conduct referred to in Article 2(1) of Council Framework Decision 2003/568/JHA, as well as corruption as defined in the applicable law.	<input type="checkbox"/>	<input type="checkbox"/>
(iii) conduct related to a criminal organisation, referred to in Article 2 of Council Framework Decision 2008/841/JHA;	<input type="checkbox"/>	<input type="checkbox"/>
(iv) money laundering or terrorist financing within the meaning of Article 1(3), (4) and (5) of Directive (EU) 2015/849 of the European Parliament and of the Council;	<input type="checkbox"/>	<input type="checkbox"/>
(v) terrorist-related offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA, respectively, or inciting, aiding, abetting or attempting to commit such offences, as referred to in Article 4 of that Decision;	<input type="checkbox"/>	<input type="checkbox"/>
(vi) child labour or other offences concerning trafficking in human beings as referred to in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council;	<input type="checkbox"/>	<input type="checkbox"/>
(e) it has shown significant deficiencies in complying with the main obligations in the performance of a contract or an agreement financed by the Union's budget, which has led to its early termination or to the application of liquidated damages or other contractual penalties, or which has been discovered following checks, audits or investigations by an contracting authority, OLAF or the Court of Auditors;	<input type="checkbox"/>	<input type="checkbox"/>
(f) it has been established by a final judgment or final administrative decision that the person has committed an irregularity within the meaning of Article 1(2) of Council Regulation (EC, Euratom) No 2988/95;	<input type="checkbox"/>	<input type="checkbox"/>
(g) it has been established by a final judgment or final administrative decision that the person or entity has created an entity under a different jurisdiction with the intent to circumvent fiscal, social or any other legal obligations of mandatory application in the jurisdiction of its registered office, central administration or principal place of business	<input type="checkbox"/>	<input type="checkbox"/>

(h) it has been established by a final judgment or final administrative decision that an entity has been created with the intent provided for in point (g).	<input type="checkbox"/>	<input type="checkbox"/>
(i) for the situations under points (c) to (h) the person is subject to: <ul style="list-style-type: none"> i. facts established in the context of audits or investigations carried out by the European Public Prosecutor's Office after its establishment, the Court of Auditors, the European Anti-Fraud Office or the internal auditor, or any other check, audit or control performed under the responsibility of an authorising officer of an EU institution, of a European office or of an EU agency or body; ii. non-final administrative decisions which may include disciplinary measures taken by the competent supervisory body responsible for the verification of the application of standards of professional ethics; iii. facts referred to in decisions of entities and persons being entrusted with EU budget implementation tasks; iv. information transmitted by Member States implementing Union Funds; v. decisions of the Commission relating to the infringement of Union competition law or of a national competent authority relating to the infringement of Union or national competition law; or vi. decisions of exclusion by an authorising officer of an EU institution, of a European office or of an EU agency or body. 	<input type="checkbox"/>	<input type="checkbox"/>

II – SITUATIONS OF EXCLUSION CONCERNING NATURAL OR LEGAL PERSONS WITH POWER OF REPRESENTATION, DECISION-MAKING OR CONTROL OVER THE LEGAL PERSON AND BENEFICIAL OWNERS.

Not applicable to natural persons, Member States and local authorities

(2) declares that a natural or legal person who is a member of the administrative, management or supervisory body of the above-mentioned legal person, or who has powers of representation, decision or control with regard to the above-mentioned legal person (this covers e.g. company directors, members of management or supervisory bodies, and cases where one natural or legal person holds a majority of shares) or a beneficial owner of the person (as referred to in point 6 of article 3 of Directive (EU) N°2015/849) is in one of the following situations:	YES	NO	N/A
Situation (c) above (grave professional misconduct)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (d) above (fraud, corruption or other criminal offence)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (e) above (significant deficiencies in performance of a contract)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (f) above (irregularity)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (g) above (creation of an entity with the intent to circumvent legal obligations)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Situation (h) above (person created with the intent to circumvent legal obligations)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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III – SITUATIONS OF EXCLUSION CONCERNING NATURAL OR LEGAL PERSONS ASSUMING UNLIMITED LIABILITY FOR THE DEBTS OF THE [LEGAL] PERSON

(3) declares that a natural or legal person that assumes unlimited liability for the debts of the above-mentioned legal person is in one of the following situations <u><i>If yes, please indicate in annex to this declaration which situation and the name(s) of the concerned person(s) with a brief explanation</i></u> :	YES	NO	N/A
Situation (a) above (bankruptcy)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (b) above (breach in payment of taxes or social security contributions)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

IV – GROUNDS FOR REJECTION FROM THIS PROCEDURE

(4) declares that the [above-mentioned] [[the] [each]] person:	YES	NO	N/A
Was previously involved in the preparation of the procurement documents used in this award procedure, where this entailed a breach of the principle of equality of treatment including distortion of competition that cannot be remedied otherwise	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

V- REMEDIAL MEASURES

If the person declares one of the situations of exclusion listed above, it must indicate measures it has taken to remedy the exclusion situation, thus demonstrating its reliability. This may include e.g. technical, organisational and personnel measures to prevent further occurrence, compensation of damage or payment of fines or of any taxes or social security contributions. The relevant documentary evidence which illustrates the remedial measures taken must be provided in annex to this declaration. This does not apply for situations referred in point (d) of this declaration.

VI – EVIDENCE UPON REQUEST

Upon request and within the time limit set by the contracting authority, the person must provide information on the 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.. It must also provide the following evidence concerning the person itself and the natural or legal persons on whose capacity the person intends to rely, or the subcontractor, and concerning the natural or legal persons which assume unlimited liability for the debts of the person:

For situations described in (a), (c), (d) (f), (g) and (h) production of a recent extract from the judicial record is required or, failing that, an equivalent document recently issued by a judicial or administrative authority in the country of establishment of the person showing that those requirements are satisfied.

For the situation described in point (b), production of recent certificates issued by the competent authorities of the State concerned are required. These documents must provide evidence covering all taxes and social security contributions for which the person is liable, including for example, VAT, income tax (natural persons only), company tax (legal persons only) and social security contributions. Where any document described above is not issued in the country concerned, it may be replaced by a sworn statement made before a judicial authority or notary or, failing that, a solemn statement made before an administrative authority or a qualified professional body in its country of establishment.

The person is not required to submit the evidence if it has already been submitted for another award procedure of the same contracting authority³. The documents must have been issued no more than one year before the date of their request by the contracting authority and must still be valid at that date.

The signatory declares that the person has already provided the documentary evidence for a previous procedure and confirms that there has been no change in its situation:

Document	Full reference to previous procedure
<i>Insert as many lines as necessary.</i>	

VIII – SELECTION CRITERIA

(5) declares that the above-mentioned person complies with the selection criteria applicable to it individually as provided in the tender documents:	YES	NO	N/A
(a) It fulfills the applicable economic and financial criteria indicated in section 16.1 of the contract notice/	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) It fulfills the applicable technical and professional criteria indicated in section 16.2 and 16.3 of the contract notice	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(6) if the above-mentioned person is the sole tenderer or the leader in case of a consortium , declares that:	YES	NO	N/A
(c) the tenderer, including all members of the group in case of consortium and including subcontractors if applicable, complies with all the selection criteria for which a consolidated assessment will be made as provided in the tender documents.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

IX – EVIDENCE FOR SELECTION

The signatory declares that the above-mentioned person is able to provide the necessary supporting documents listed in the relevant sections of the tender documents and which are not available electronically upon request and without delay.

The person is not required to submit the evidence if it has already been submitted for another procurement procedure of the same contracting authority⁴. The documents must have been issued no more than one year before the date of their request by the contracting authority and must still be valid at that date.

³ The same institution or agency.

⁴ The same institution of agency.

The signatory declares that the person has already provided the documentary evidence for a previous procedure and confirms that there has been no change in its situation:

Document	Full reference to previous procedure
<i>Insert as many lines as necessary.</i>	

The above-mentioned person may be subject to rejection from this procedure and to administrative sanctions (exclusion or financial penalty) if any of the declarations or information provided as a condition for participating in this procedure prove to be false.]

Full name

Date

Signature