



**TURKISH PETROLEUM CORPORATION
ADMINISTRATIVE TENDER DOCUMENT**

RECORD NO: 2024/1461988

PART I - GENERAL PROVISIONS

ARTICLE 1- INFORMATION ABOUT TURKISH PETROLEUM

1.1. CONTRACTING ENTITY'S

- a) Name : **TÜRKİYE PETROLLERİ A.O. GENEL MÜDÜRLÜĞÜ**
b) Address : **Söğütözü Mah. 2180. Cad. No:10 06530 Cankaya / Ankara / TURKEY**
c) Phone Number : **+90(312)207 26 76**
d) Fax Number : **+90(312)286 90 73**
e) E-mail : **egumus@tpao.gov.tr, begilmez@tpao.gov.tr**
f) Name-Surname : **Erhan GÜMÜŞ / Bahadır EĞİLMEZ**

1.2. The Tenderers may get information about the procurement by contacting the contact persons from the addresses and numbers given above. Tenderers shall not write the contact person's name on their tender envelope.

ARTICLE 2- INFORMATION ABOUT THE PROCUREMENT

2.1 Services which constitute the subject matter of the procurement;

- a) Name : **1 YEAR DIRECTIONAL DRILLING SERVICES**
b) Tender Ref. no. : **TDLHZM-2164**
c) Quantity and type : **As indicated in the requirement list.**

2.2. Information about the procurement;

- a) Procurement procedure : **OPEN TENDER**
b) Address of procurement: **TPAO General Directorate/ 6th Floor**
c) Date of procurement : **27/11/2024**
d) Time of procurement : **14:30**
e) **Openness of the procurement to tenderers: Tenderers are ALLOWED to participate to the tender session addressed below.**
f) Tender Envelopes shall be submitted to TPAO: **TPAO Genel Müdürlüğü - İhale Salonu**
g) **Other information (if any) about the procurement: This tender is exempted from Public Procurement Law no. 4734 with the exclusion of penalty and prohibition Provisions of said Law.**

ARTICLE 3- DEFINITIONS

This tender document shall prevail during the tender process.

“TPAO“ means Türkiye Petrolleri Anonim Ortaklığı

“Tenderer” means the legal entity who submits proposal to tender.

“Domestic Tenderer” means the tenderer incorporated under the laws of the Republic of Turkey.

“Contractor” means the tenderer who is awarded Contract.

“Tender Session” means the meeting held on due date of the tender at which tenderers can participate.

“Gelen Evrak Servisi” means the Incoming Documents Service where the tenderers shall submit their tenders to.

“Public Procurement Law” means the Law no. 4734 that governs prohibitions and penalty provisions stated in Article 9, Article 10 and Article 11.

"TPAO Group" means TPAO, TPAO's contractors and their subcontractors (other than contractor and contractor's subcontractors), TPAO's affiliates, joint interest owners and TPAO's invitees, officers, directors, employees, agents, consultants, servants and insurers of all of the foregoing.

"Contractor Group" means contractor, contractor's subcontractors, contractor's affiliates, participants, and contractor's invitees, and the shareholders, officers, directors, employees, agents, consultants, servants and insurers of all of the foregoing.

"Alternative tender" means the alternative tender submitted besides the actual tender in respect of the products/jobs that have different specifications, though meeting the minimum specifications and requirements set forth in the technical specification of the materials/jobs, which constitute the subject matter of tender.

"Partial tender" means submitting tenders for the whole or some items of the materials, which constitute the subject matter of the tender, under the laws of the Republic of Turkey.

"Procurement procedure" means the applicable tender procedure which shall be determined by the TPAO in accordance with the provisions set forth in TPAO Regulation on Materials and Services Procurement.

"Open tender" means the procedure in which all tenderers may submit tenders.

"Restricted tender" means the procedure in which only shortlisted tenderers can submit tenders.

ARTICLE 4- REVIEWING AND OBTAINING THE TENDER DOCUMENT

4.1. The tender document may be reviewed free of charge at the address specified below. However, those who will submit their tenders to TP shall be liable to purchase the tender document approved by TP.

a) The place where the tender document can be reviewed and purchased:

TURKIYE PETROLLERI

Tedarik ve Lojistik Daire Başkanlığı 6.Kat Oda No: 601

Söğütözü Mah. Nizami Gencevi Cad.No:10 06530 Çankaya/Ankara

b) Sales price of tender document (including tax if any) : 5.000,00 TL

4.2. The tender document shall be provided along with a memorandum indicating the documents in the content. The Tenderer shall check whether the documents comprising the tender document are true copies and the documents are complete. TP shall receive the declaration of the tenderer indicating that he has received all true copy documents comprising the tender document with a signature affixed on the said memorandum.

ARTICLE 5- THE PLACE WHERE THE TENDERS SHALL BE SUBMITTED, DEADLINE DATE AND TIME OF SUBMITTING TENDERS

5.1. The place where the tenders shall be submitted, deadline date and time of submitting tenders;

- a) The place where the tenders shall be submitted: **TPAO GENEL MUDURLUGU –İhale Salonu**
- b) Deadline date of submitting tenders (date of procurement) : **27/11/2024**
- c) Deadline time of submitting tenders (time of procurement) : **14:30**

5.2. The tenders shall be submitted to the place specified above until the deadline date and time of submitting tenders or sent via registered and prepaid mail. The tenders that are not received by TPAO until the deadline time of procurement shall not be taken into consideration.

5.3. The tenders submitted to or received by TPAO shall not be returned for any reason other than for issuing addendum in accordance with Article 14 of this Administrative Tender Document hereby.

5.4. In the event that the date determined for the procurement is holiday, the procurement shall be held on the next business day at the time specified above at the same place, and the tenders submitted up to that time shall be accepted.

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- 5.5. The procurement shall be held at the time specified above although working hours change due to seasonal adjustments.
- 5.6. National time setting of Turkish Radio Television Authority (TRT) shall be taken as basis for time settings.

ARTICLE 6- SCOPE OF THE TENDER DOCUMENT

- 6.1 The tender document comprises of the following documents:
- a) **Administrative Tender Document**
 - b) **Technical Specification**
 - c) **Draft Contract**
 - d) **Occupational Health, Safety and Enviromental Protection Contract**
 - e) **Confidentiality Agreement**
 - f) **Unit Price Lists**
- 6.2. In addition, addenda to be published by TPAO as well as the written clarifications to be made by TPAO upon the written request of the Tenderers shall be an integral binding part of the tender documents in accordance with the relevant provisions of this Administrative Tender Document hereby.
- 6.3. The Tenderer shall be liable to carefully review the content of all documents listed above. The Tenderer shall be liable in the event that he could not fulfill the requirements for submitting the tender. The tenders that are not in compliance with the procedure stipulated and described in the tender document shall not be taken into consideration.

PART II – PROVISIONS OF PARTICIPATION IN THE PROCUREMENT

ARTICLE 7- DOCUMENTS AND QUALIFICATION CRITERIA REQUIRED FOR PARTICIPATION IN THE PROCUREMENT

- 7.1. The Tenderers are required to submit **the following documents or their electronic copies** within their tenders in order to be able to participate in the procurement:
- a) Declaration of address for notification as well as phone and, if any, fax number and e-mail address for contact,
 - b) Certificate of Chamber of Commerce showing the company's commercial activities as per the legislation;
 - 1) In the event that the Tenderer is a real person, the certificate received within the year when the first announcement with regard to the procurement is made and indicating registration to the Chamber of Commerce and/or Industry or Profession,
 - 2) In the event that the Tenderer is a legal entity, the certificate received from the registered Chamber of Commerce,
 - c) Signature statement or signature circular indicating the authority of the Tenderer to submit tender;
 - 1) Signature statement in the event that the Tenderer is a real person,
 - 2) The document indicating the share percentages of the shareholders of the company and their position within the company or the documents evidencing such issues as well as the signature circular of the legal entity in the event that the Tenderer is a legal entity,
 - g) If the Tenderer is represented by proxy (agency/representative company in Turkey) in the procurement, the power of attorney or agency agreement indicating that the representative company is authorized to submit tender for and on behalf of the Tenderer and signature statement (of the authorized personnel of representative company) which shall be certified by the notary public in Turkey,
 - h) Unit Price List (Appendix-1, if enclosed) shall be fulfilled and submitted with the quotations.
 - i) Bid Bond which shall be submitted as original and shall be as described in Article 26 of this document.
 - j) Proof of payment receipt for the purchase of the tender document.

- 7.2. Tender Letter shall be submitted whether as original or as copy having electronic signature (with the power of attorney of the person having electronic signature) and the content shall be as described in Article 23 of this tender document.

ARTICLE 8- THOSE WHO CANNOT PARTICIPATE IN THE PROCUREMENT

- 8.1. Those listed below shall in no way be able to participate in the Procurement directly or indirectly, or as a Sub-Contractor either on their own account or on behalf of third persons;
- a) Those that are prohibited temporarily or permanently to participate in public procurements as per Laws No. 4734 and 4735, and provisions of other laws, and those charged with the offenses within the scope of Anti-Terrorism Law No. 3713, organized crimes and bribery to civil servants in native land and/or in foreign countries.
 - b) Those that have gone into false bankruptcy as determined by the relevant authorities.
 - c) Authorized persons of TPAO in procurement and those persons employed in the boards having such authority.
 - d) The persons in charge of preparing, executing, concluding and approving any procurement procedures in relation to the work which is the subject of this procurement.
 - e) Spouses, relatives by blood up to third degree as well as relatives-in-law up to second degree, foster children and adopters of the persons specified in paragraphs (c) and (d).
 - f) Partners and shares of the persons specified in paragraphs (c), (d) and (e) (excluding the incorporated companies in which such persons are not within the Board of Directors or do not have more than 10% (ten percent)) of the capital.
 - g) Tenderers of the foreign countries determined pursuant to the resolutions of the Council of Ministers as per sub-paragraph 8 of paragraph (b) of Article 53 of Law No. 4734.
- 8.2. Any bodies such as foundations, associations, unions and funds under the body of TPAO or established for any reason related to TPAO as well as the companies partner to these organizations cannot participate in the procurement.
- 8.3. Furthermore, the Contractors that provide consultation services in relation to the procurement, which is the subject of the procurement, shall not be able to participate in the procurement. This prohibition shall be applicable for the companies in partnership and management affiliation as well as the companies where more than half of the capital is owned by above-mentioned companies.
- 8.4. The Tenderers that participate in the procurement irrespective of the provisions above shall be disqualified from the procurement and the respective bid bonds shall be registered as income. Furthermore, if the contract is awarded without determining the case at the stage of consideration of tenders submitted, the relevant performance bond shall be registered as income and the procurement shall be cancelled.

ARTICLE 9- REASONS OF DISQUALIFICATION FROM THE PROCUREMENT

The Tenderers that are in the following cases shall be disqualified from the procurement if such situations are determined;

- a) Tenderers that go into bankruptcy, that are in the process of dissolution, whose transactions are executed by a court, that declare concordat, that suspend works or that are in similar situations as per the legislative provisions applicable in their own countries.
- b) Tenderers whose bankruptcy has been declared, for whom compulsory dissolution is resolved, that are under the management of a court due to their debts to the creditors or that are in similar situations as per the legislative provisions applicable in their own countries.
- c) Tenderers that have any outstanding debt due to social security premiums as per the legislative provisions of Turkey and those applicable in their own countries.
- d) Tenderers that have any outstanding debt due to taxes as per the legislative provisions of Turkey and those applicable in their own countries.
- e) Tenderers that are charged with any offense due to their business activities within 5 (five) years prior to the date of procurement.
- f) Tenderers that are proved to act against business or professional ethics during the performance of works for the authority which holds the procurement within 5 (five) years prior to the date of procurement.
- g) Tenderers that are prohibited against any business activity by the registered chamber as per the relevant legislation by the date of procurement.


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- h) Tenderers that do not furnish the data and documents specified in this Article or that furnish misleading data and/or counterfeit documents.
- i) Tenderers that participate in the procurement even though they are prohibited to participate in the procurement pursuant to Article 9 of this Administrative Tender Document.
- j) Tenderers that are determined to enter into prohibited deeds and actions as specified in Article 11 of this Administrative Tender Document.

ARTICLE 10- PROHIBITED ACTS AND BEHAVIORS

- 10.1. It is prohibited to enter into the following acts and behaviors in the procurement process:
- a) To plot mischief or attempt to do so in procedures related to the procurement through trick, promise, threat, use of influential forces, false competition, agreement, corruption, bribe or other means.
 - b) To drift the Tenderers into hesitation, to hinder participation, to offer or encourage agreements with the Tenderers, to enter into actions affecting competition or resolution of the tender commission.
 - c) To issue, use counterfeit documents or guarantees, and attempt to such actions.
 - d) To submit more than one tender personally or by proxy directly or indirectly for himself/ herself or on behalf of others apart from the cases of submitting alternative tenders.
 - e) To participate in the procurement even though the Tenderer is prohibited to participate as per Article 9 of this Administrative Tender Document.
- 10.2. Tenderers that enter into the said prohibited deeds or actions shall be subject to the provisions in Chapter Four of Law No. 4734 according to the nature of such act and behavior.

ARTICLE 11- TENDER PREPARATION EXPENSES

All costs arising from the preparation and submittal of tenders shall be borne by the Tenderers. TPAO shall in no way be liable to such costs undertaken by the Tenderer irrespective of the progress and conclusion of the procurement.

12- CLARIFICATION IN TENDER DOCUMENT

- 12.1. The Tenderers shall be able to request a clarification to be made with regard to the points they need in the tender document with a written application until **2 (two) days** prior to the deadline date of submitting tenders at the stage when the tenders are prepared. The requests for any clarification following this date shall not be taken into consideration.
- 12.2. In the event that the request for such a clarification is approved, the clarification by TPAO shall be sent at least **1 (one) day** prior to the deadline date of submitting tenders to all Tenderers in written who have purchased the tender document or invited to participate in tender until the said date.
- 12.3 The description of the point(s) to be clarified and detailed reply/replies of TPAO shall be included in clarification statement without declaration of the Tenderer's identity who requested the clarification.
- 13.4. The written clarifications shall be given included in the tender document to the Tenderers who receive the tender document after the day which the clarification has been made.

ARTICLE 13- AMENDMENT TO TENDER DOCUMENT

- 13.1. Any change in tender document is forbidden. However, in the event that substantial or technical mistakes or deficiencies that may adversely affect the preparation of tenders or performance of works are determined by TPAO or notified written by the Tenderers, an amendment may be made to the tender document by issuing an addendum.
- 13.2. The said addendum shall be sent to all Tenderers who have purchased the tender document or invited to participate in tender in written in order to inform Tenderers prior to the time of procurement.
- 13.3. In the event that additional time is needed to prepare tenders due to such an amendment, TPAO may postpone the date of procurement. It shall be continued to sell the tender documents and receive the tenders during the term of postponement.
- 13.4. In the event that an addendum is issued, the Tenderers who have submitted their tenders before such an amendment shall be enable to withdraw their former tenders and submit their new tenders.

ARTICLE 14- FREEDOM OF TPAO TO CANCEL THE TENDER BEFORE THE DEADLINE TIME

- 14.1. When deemed necessary by TPAO or when it is determined that some points in the tender document hinder **the tender and it is impossible to remedy, the tender may be cancelled before the deadline time.**
- 14.2. In this case, the cancellation of the **tender** shall be notified to the Tenderers in written.



14.3. In the event that the **tender** is cancelled, all submitted tenders shall be deemed rejected and such tenders shall be returned to the Tenderers without opening.

14.4. The Tenderers shall not be entitled to claim any right against TPAO due to the cancellation of the **tender**.

ARTICLE 15- JOINT VENTURES

Joint ventures and Consortiums shall NOT be accepted.

PART III – PROVISIONS OF PREPARATION AND SUBMITTAL OF TENDERS

ARTICLE 16- TYPE OF TENDER AND CONTRACT

The Tenderers shall submit their tenders over the total amount calculated by multiplying the quantity of each item with the unit prices/daily rates proposed for corresponding items/work. Unit price contract shall be concluded with the Tenderer that is awarded the contract as a result of the procurement process over the total amount calculated by multiplying the quantity of each item with the unit prices/daily rate proposed for corresponding items.

ARTICLE 17- LANGUAGE OF TENDER

English is the governing language of the tender documents and its eventual purchase order except Letters of Guarantees which shall be in Turkish as per relevant Law.

ARTICLE 18- CURRENCY APPLICABLE FOR TENDERS AND PAYMENTS

The Tenderer shall submit their tenders in international convertible currency accepted by Turkish Central Bank.

ARTICLE 19- PARTIAL TENDERS

Partial offers shall be accepted unless **Bidder must propose for all sections for DD services. TPAO keeps the right to award multiple bidders. Bidder must state "Proposed Number of Tool Sets that to be kept in Turkey" per section in the cost sheet.**

ARTICLE 20- ALTERNATIVE TENDERS

Alternative Tenders (including MORE THAN ONE proposal) shall not be accepted. Additional discounts given for tender shall not be evaluated as Alternative Tender.

ARTICLE 21- WAY OF SUBMITTING TENDERS

21.1. All documents including the Tender Letter required in this Administrative Tender Document as a condition to participate in the procurement shall be put into an envelope. Name, surname or trade title of the Tenderer, full address for notification, the work related to the tender and full address of TPAO holding the procurement shall be written on this envelope.

21.2. The tenders shall be submitted to TPAO (the office where the tenders shall be submitted) in return for receipts with order numbers until the time of the procurement stipulated in the tender document. The tenders submitted after this time shall not be accepted and returned to the Tenderer without opening.

21.3. Tenders may be submitted by registered and prepaid mail. The tenders sent by mail shall reach to TPAO until the time specified in the tender document. The receiving time of the tenders which shall not be put into effect due to delays in mail shall be written into a minute and shall not be taken into consideration.

21.4. The tenders submitted shall not be returned and replaced for any reason other than the case of issuing an addendum according to the provisions of this Administrative Tender Document hereby.

21.5. In the event that the duration of submitting tenders is extended with an addendum, all rights and liabilities of TPAO and Tenderers, with regard to the former date of submitting tenders shall be deemed extended in terms of duration until the readjusted deadline of submitting tenders.

ARTICLE 22- CONTENT OF THE TENDER LETTER

22.1. Content of tender letter

- a) It shall be specified that the tender document is fully read and accepted,
- b) The tender price shall be written clearly and be consistent with each other in figures and in words,

- c) There shall not be any scraping, erasure and correction on it,
d) **The Tender Letter shall be signed by the authorized persons by indicating their names, surnames or trade titles.**
e) Tenderers shall quote separately unit and extension prices for each item,

22.2. Unless otherwise stated, If the Tenderers indicate any discount in their quotations this discount shall be applicable for all items quoted as well as the number of items subject to tender Therefore the discount rate shall be reflected to each item quoted.

ARTICLE 23- VALIDITY PERIOD OF TENDER

23.1. Tenderers must be valid for at least **60 (sixty)** calendar days beginning with the deadline date of submitting tender.

23.2. If necessary, TPAO may request the Tenderers to extend the validity period to the maximum extend specified above before the existing validity period expires.

23.3. Requests and answers to this effect shall be made in written.

ARTICLE 24- COSTS INCLUDED IN THE TENDER PRICE

Tender shall include the expenses such as taxes (except for Indirect Taxes,) levies, charges and similar expenses along with transport and all kind of insurance expenses to be paid according to the related provisions of the legislation to their tender price. Contractor shall also be responsible for all types of duties and taxes such as withholding tax etc. in Turkey.

ARTICLE 25- BID BOND/ PERFORMANCE BOND

25.1 Bid bond

Requested

25.1.1. The Tenderers shall provide bid bonds **in Turkish** at the rate to be determined by them, but **not less than 3% (three percent)** of the tender price. The Tenderers that provide less than **3% (three percent)** of the tender price **in languages other than Turkish** shall be disqualified from the evaluation.

26.1.2. The duration must be specified in guarantee letters issued by banks as bid bonds. This duration shall be determined by the Tenderers, but not before **02/03/2025**.

26.1.3. The tenders submitted without any acceptable bid bond shall be disqualified from the evaluation since the requirements of TP are not met.

25.2 Performance Bond

Requested

25.2.1 The Tenderers shall provide performance bonds **in Turkish** at the rate to be determined by them, but **not less than 6% (six percent)** of the contract value. Performance bond shall be delivered to TPAO Supply and Logistics Department.

25.2.2 The validity period shall be specified in guarantee letters issued by banks as Performance Bonds. The validity period shall be 90 days more than the Contract period.

ARTICLE 26- VALUES ACCEPTED AS BID / PERFORMANCE BOND

26.1. The values that shall be accepted as bid bonds are as follows:

- a) Tender's currency,
b) Letters of Guarantee issued by banks and private financial organizations,

26.2. Letters of Guarantee issued by **Turkish branches** of foreign banks that are allowed to act in Turkey as per the relevant legislation and the Letters of Guarantee issued by the banks or private financial organizations in Turkey with counter-guarantee of banks or similar loan organizations acting outside Turkey shall also be accepted as guarantee. **The governing language of letters of guarantee shall be Turkish as per relevant law.**

26.3. The cash guarantees other than the Bank Letters of Guarantee must be furnished to our account numbers which is established in Vakıfbank TPAO Branch as **in Vakıfbank TPAO Branch:**

IBAN NO.: TR180001500158048000922784 for US Dollars;

IBAN NO.: TR500001500158048000922790 for Euro and,

IBAN NO.: TR950001500158048000923047 for GBP Sterling.

26.5. The guarantees may be replaced with other values accepted as guarantee (performance bond).

26.6. The guarantees received by TPAO shall in no way be sequestrated and attached with interim injunction.


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- 26.7. In case of a time extension, the duration of the performance bond will be extended the same time extension.
- 26.8. Performance bond shall be established in conformity with this Administrative Tender Document and shall be returned at the due date following the verification of the condition that the Tenderer does not have any debts to TPAO.

PART IV – PROVISIONS OF EVALUATION OF TENDERS AND CONCLUDING CONTRACT

ARTICLE 27– RECEIVING AND OPENING TENDERS

- 27.1. The tenders shall be submitted to TPAO (the office where the tenders shall be submitted to) until the deadline time of submitting tenders indicated in this Administrative Tender Document hereby.
- 27.2. The following procedure shall be applicable for receiving and opening the tenders by the Tender commission;
- 27.2.1. The number of tenders submitted until the deadline time of submitting tenders shall be written into a minute by the Tender commission (and it shall be announced to the participants if participants are allowed in Article 2.2 / e) and, then procurement shall immediately be held.
- 27.2.2. The Tender commission shall review the tender envelopes in receiving order.
- 27.2.3. The envelopes shall be opened in receiving order. It shall be checked whether the documents of the Tenderers are complete, and the tender letters are in compliance with the described procedure. The Tenderers whose documents are deficient or whose tender letters and bid bonds are not in compliance with the described procedure shall be written into a minute.
- 27.2.4. If the participants are allowed (Article 2.2/e), then the Tenderers and the tender shall be announced.
- 27.2.5. The tender may continue with the negotiation procedure upon decision of Tender Commission. In this case, the tenderers shall be requested to revise their offers for lower prices (not to exceed the initial offer). The negotiation round may be more than 1 (one).
- 27.2.5. The rejection or acceptance of any tender shall not be decided, and the documents comprising the tender shall not be corrected and completed at this stage. The session shall be closed for the Tender commission to evaluate the tender.

ARTICLE 28- EVALUATION OF TENDERS

- 28.1. In evaluation of the tenders, it shall firstly be decided that the tender letters and bid bonds (if requested) are not in compliance with the procedure pursuant to Sub-Article 27.2.3 of this Administrative Tender Document hereby shall be disqualified from the evaluation process.
- 28.2. In the event that there is lack of information that does not have an effect to change the basis of the tender in the documents submitted except bid bonds shall be completed within due time.
- 28.3. The documents to remedy the lack of information that has the effect to cause hesitation concerning the content of the document and arising from the authorities, agencies or persons that issue the documents that these documents shall bear in the documents submitted by the Tenderers and issued other authorities, agencies or persons shall be completed within the due time.
- 28.4. It shall be checked whether there is any arithmetic error in statements enclosed to the tender letters prepared according to unit price basis submitted by the Tenderers at the final stage.
- 28.5. **In the event that an arithmetic error is determined in multiplication and sum within the statements enclosed to the tender letters indicating the unit prices, the relevant item having error shall be corrected by the Tenderer. If the tenderer does not accept to correct the relevant error then his offer for that relevant item shall be disqualified. On the other hand the errors occurred in general total price shall be corrected by the Tender Commission and the tenderer cannot object the corrected price.**
- 28.6. The Tenderer shall be liable to notify written up the given date of the aforesaid notification whether s/he accepts the corrected price or not. In the event that the Tenderer notifies that s/he does not accept the corrected price or does not reply within this duration, then the tenderer shall be disqualified from evaluation
- 28.7. TPAO may request the Tenderers to explain their tenders with regard to unclear technical, commercial and/or administrative points in order to review compare and evaluate the tenders upon the demand of the Tender commission.

- 28.8. This clarification shall not be requested to change the tender price or to comply the defective tenders with the requirements indicated in the tender document, and shall not be used to this effect.
- 28.9. The request for clarification of TPAO and the replies of the Tenderer to this request shall be made in written.
- 28.10. Tenderers who fail to submit sufficient clarification shall not be taken into consideration.

ARTICLE 29 – FREEDOM OF TPAO TO REJECT ALL TENDERS AND CANCEL THE PROCUREMENT

- 29.1. TPAO shall be free to reject all tenders and cancel the procurement upon the resolution of the Tender commission. TPAO shall not have any liability due to the cancellation of all tenders.
- 29.2. In the event that the procurement is cancelled, the situation shall immediately be notified to all Tenderers.

ARTICLE 30 – DETERMINATION OF MOST PROPER TENDER

- 30.1. The Tenderer shall be awarded the procurement by the Tender Commission after determination of most proper tender in terms of lowest price.
- 30.2. In case the Tenderers offer the same price, then Tender Commission has right to evaluate:
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ARTICLE 31- AWARD OF PROCUREMENT

- 31.1. The Tenderer that submits most proper tender shall be awarded the procurement as a result of evaluation made according to the provisions of this Tender Document hereby.
- 31.2. Following the determination of most proper tender, TPAO will submit Contract to the awarding Tenderer for confirmation on the value and terms conditions. The tenderer shall confirm or give feedback by explaining the reason why the tenderer demand the relative changes on the Contract within 10 (ten) days following the submittal of Contract.

ARTICLE 32– NOTIFICATION FOR PURCHASE ORDER/ CONTRACT

- 32.1 The result of the procurement shall be notified to all Tenderers including the Tenderer that is awarded. The notification will be made to the awarded Tenderer in written.
- 32.2. The Tenderer shall be liable to confirm the WO/Contract by providing the performance bond within ten (10) days following the notification date of this invitation.
- 32.3. TPAO reserves the right of ordering all or a part of the materials or to divide the order to one or more Tenderers or to give up awarding the WO.

ARTICLE 33– DUTY AND RESPONSIBILITY OF TENDERER IN CONCLUDING CONTRACT

- 33.1 The Tenderer that is awarded the procurement shall be liable to confirm Contract which will be submitted by TPAO having manual signature.
- 33.2. The Tenderer that is awarded the procurement and confirmed WO/Contract shall provide the performance bond (if requested) within the period as stipulated under Article 32.2 of this Administrative Tender Document hereby. In case Contractor does not submit the performance bond (if requested) until due time, TPAO reserves its right to cancel the Contract.
- 33.3 Contractor shall be prohibited to participate in any TPAO procurements when fails to perform the liabilities of WO/Contract. Besides, the performance bond of the Contractor shall be liquidated and recorded as income other than compensation that may be entitled pursuant to Administrative Tender Document and applicable law.

ARTICLE 34 – NOTIFICATION TO THE SECOND MOST PROPER TENDERER

- 34.1. In the event that the Tenderer that is awarded the procurement does not provide the performance bond or not confirm the WO/contract, then the purchase order/contract may be concluded with the second most proper Tenderer if approved by TPAO. In this case, it shall be checked whether the second most proper Tenderer is prohibited or not. The second most proper tenderer shall be liable to confirm WO/contract by providing the performance bond (if requested) within the period as stipulated under Article 32.2 of this Administrative Tender Document hereby.


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34.2. The said Tenderer shall be notified in accordance with the provisions of Article 36 of this Administrative Tender Document hereby.

34.3. In the event that the second most proper Tenderer does not accept to confirm Contract, the procurement shall be cancelled.

34.4. Furthermore, the Tenderer that does not perform the liabilities of Contract according to the applicable procedures apart from force majeure even though the said Tenderer is the second most proper Tenderer the performance bond of the Tenderer shall be registered as income and shall be prohibited from participating in any TPAO procurement.

ARTICLE 35– DUTY AND RESPONSIBILITY OF TPAO IN CONCLUDING THE PROCUREMENT

The Tenderer may defer from his commitment provided that the said Tenderer notifies the situation to TPAO with a written notice of this **Administrative Tender Document** hereby in the event that TPAO does not fulfill his obligation with regard to conforming the Contract within the option date.

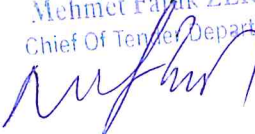
ARTICLE 36-INCREASE OR DECREASE OF WORK

TPAO may increase of the work up to 1 year and 100% (hundred percent) after agreement by the parties.

PART V – PROVISIONS OF IMPLEMENTATION OF PURCHASE ORDER

Provisions listed in below related with implementation of Contract shall be detailed in Draft Contract:

- a) **PLACE AND TERMS OF PAYMENT**
- b) **DATE OF WORK COMMENCEMENT AND DELIVERY OF JOB**
- c) **CASES AND CONDITIONS FOR EXTENSION OF DURATION**
- d) **LATE DELIVERY PENALTY**
- f) **APPLICABLE LAW AND SETTLEMENT OF DISPUTES**

Mehmet Faruk ZEREN
Chief Of Tender Department


Suleyman ERBEK
Head of Department
Supply and Logistics
