

RECORD NO: 2026/1332075

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. Nizami Gencevi Cad. No:10 06530 Cankaya / Ankara /TÜRKİYE**
c) Phone Number : **+90(312)207 3042 / 2744**
d) Fax Number : **+90(312)286 90 73**
e) E-mail : **ibozkan@tpao.gov.tr – begilmez@tpao.gov.tr**
f) Name-Surname : **İbrahim ÖZKAN - 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 Materials which constitute the subject matter of the procurement;

- a) Name : **GLYCOL DEHYDRATION UNIT**
b) Code, if any : **1000001578**
c) Quantity and type : **As indicated in the unit price list.**
d) Place of delivery :

2.2. Information about the procurement;

- a) Procurement procedure : **OPEN TENDER**

This tender is exempted from Public Procurement Law no. 4734 with the exclusion of penalty and prohibition Provisions of said Law.

- b) Address of procurement : **TP General Directorate/ Supply Logistic Department**
c) Date of procurement : **18/08/2026**
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) Place of meeting of the Tender Commission: **TP Genel Müdürlüğü / TP General Directorate/ Supply Logistic Department 6th Floor / meeting room.**
g) Other information (if any) about the procurement : **Except EXW, FOB, FCA and FAS delivery terms, the tenderers shall denote cost and freight expenses in their quotations separately as per relevant Import Regulation.**



ARTICLE 3- DEFINITIONS

This tender document shall prevail during the tender process. In case of order, these terms and conditions shall govern PURCHASE ORDER (PO).

“TP“ 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 Türkiye.

“Contractor” means the tenderer who is awarded Purchase Order.

“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.

“TP Group” means TP, TP’s contractors and their subcontractors (other than contractor and contractor’s subcontractors), TP’s affiliates, joint interest owners and TP’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 that have different specifications, though meeting the minimum specifications and requirements set forth in the technical specification of the materials, 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 Türkiye.

“Procurement procedure” means the applicable tender procedure which shall be determined by the TP in accordance with the provisions set forth in TP 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.

“PO” means Purchase Order

“L/C” means the Letter of Credit

“B/L” means Bill of Lading

“CAD” means Cash against Documents

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 PETROLLERİ

Tedarik ve Lojistik Daire Başkanlığı 6.Kat Oda No: 605

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

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



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: **TP GENEL MUDURLUGU - GELEN EVRAK SERVİSİ**
 - b) Deadline date of submitting tenders (date of procurement) : **18/08/2026**
 - 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 TP until the deadline time of procurement shall not be taken into consideration.
- 5.3. The tenders submitted to or received by TP 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.
- 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) **Unit Price List**
 - c) **Technical Specification**
 - d) **Offer Summary Form**
- 6.2. In addition, addenda to be published by TP as well as the written clarifications to be made by TP 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,

If the Tenderer is represented by proxy (agency/representative company in **Türkiye**) 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 **Türkiye**,

e) CE Certificate (If The tenderer has CE Certificate for quoted materials)

f) In case the Tenderers are not manufacturers, they shall clearly state the name of the manufacturers for each quoted item in their tenders. The specified manufacturers cannot be changed after placing an order. When it is necessary for the Contractor may change the manufacturer of any quoted item after written approval of TP. The Tenderers shall submit the Manufacturer Authorization Letter together with their quotation which will be taken directly from manufacturers. Otherwise, TP has right to reject the relevant item or quotation.

g) Tenderers shall submit Reference List for quoted materials. (if any)

h) Unit Price List (Appendix-1, if enclosed) shall be fulfilled and submitted with the quotations.

i) Tenderers shall submit ISO50001 Certificate with their quotations. (if any)

7.2. Bid Bond which shall be submitted as original and shall be as described in Article 26 of this document.

7.3. **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.**

7.4. Way of Submitting Documents

7.4.1. The Tenderers shall be required to submit the documents listed above.

7.4.2. The notarized documents have to bear the expression "this is a true copy" certifying the true copy of the original document, otherwise the documents certified in witness of copies of photocopies of the same with the expression "this is the same copy of the document issued" or any expression with the same meaning shall be rejected.

7.4.3- The Tenderers may also, instead of originals, include into their tenders the copies, bearing the expression "Original copy seen by TP" or any expression with the same meaning, of the originals seen and returned by TP prior to the procurement.

ARTICLE 8- OPENNESS OF THE PROCUREMENT TO DOMESTIC TENDERERS

Domestic Tenderers can participate in the procurement.

ARTICLE 9- THOSE WHO CANNOT PARTICIPATE IN THE PROCUREMENT

9.1. 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 TP 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.

9.2. Any bodies such as foundations, associations, unions and funds under the body of TP or established for any reason related to TP as well as the companies partner to these organizations cannot participate in the procurement.

9.3. 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.

9.4. 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 10- 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 Türkiye and those applicable in their own countries.
- d) Tenderers that have any outstanding debt due to taxes as per the legislative provisions of Türkiye 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.
- 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 11- PROHIBITED ACTS AND BEHAVIORS

11.1. 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.

11.2. 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 12- TENDER PREPARATION EXPENSES

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

ARTICLE 13- CLARIFICATION IN TENDER DOCUMENT

13.1. 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 5 (five) 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.

13.2. In the event that the request for such a clarification is approved, the clarification by TP 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 until the said date.

13.3 The description of the point(s) to be clarified and detailed reply/replies of TP 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 14- AMENDMENT TO TENDER DOCUMENT

14.1. 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 TP or notified written by the Tenderers, an amendment may be made to the tender document by issuing an addendum.

14.2. The said addendum shall be sent to all Tenderers who have purchased the tender document in written or shall be given against signature in order to inform Tenderers at least 1 (one) day prior to the date of procurement.

14.3. In the event that additional time is needed to prepare tenders due to such an amendment, TP may postpone the date of procurement. It shall be continued to sell the tender documents and receive the tenders during the term of postponement.

14.4. 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 15- FREEDOM OF TP TO CANCEL THE TENDER BEFORE THE DEADLINE TIME

15.1. When deemed necessary by TP 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.



15.2. In this case, the cancellation of the **tender** shall be notified to the Tenderers in written.

15.3. 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.

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

ARTICLE 16- JOINT VENTURES

Joint ventures and Consortiums shall NOT be accepted.

PART III – PROVISIONS OF PREPARATION AND SUBMITTAL OF TENDERS

ARTICLE 17- 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 proposed for corresponding items. 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 proposed for corresponding items.

ARTICLE 18- LANGUAGE OF TENDER

English is the governing language of the tender and its eventual purchase order except letters of guarantees which shall be in Turkish.

ARTICLE 19- CURRENCY APPLICABLE FOR TENDERS AND PAYMENTS

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

ARTICLE 20- PARTIAL TENDERS

Partial offers shall be accepted for the items but not for quantities.

ARTICLE 21- ALTERNATIVE TENDERS

Alternative Tenders (including MORE THAN ONE proposal) shall not be accepted.

ARTICLE 22- WAY OF SUBMITTING TENDERS

22.1. 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 TP holding the procurement shall be written on this envelope.

22.2. The tenders shall be submitted to TP (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.

22.3. Tenders may be submitted by registered and prepaid mail. The tenders sent by mail shall reach to TP 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.

22.4. 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.



22.5. In the event that the duration of submitting tenders is extended with an addendum, all rights and liabilities of TP 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 23- CONTENT OF THE TENDER LETTER

23.1. Content of tender letter

- It shall be specified that the tender document is fully read and accepted,
- The tender price shall be written clearly and be consistent with each other in figures and in words,
- There shall not be any scraping, erasure and correction on it,
- The Tender Letter shall be signed by the authorized persons by indicating their names, surnames or trade titles.**
- Tenderers shall quote separately unit and extension prices for each item,

23.2. If the Tenderers indicate any discount in their quotations, they should indicate that this discount shall be applicable for all items quoted as well as the number of items subject to PO. Therefore the discount rate shall be reflected to each item quoted.

23.3. Tenderers shall prepare their quotations in any delivery term indicated in INCOTERMS 2020 and proper to UCP 600 rules:

They shall denote their EXWORKS/FOB/FCA/CFR/CPT prices in their quotations separately by adding expenses such as export packing, inland freight cost, forwarder's fee, documentation expenditure to total extended price. While evaluating tenders, freight expenses may be deducted from final CFR / FOB price if TP's forwarder will be in charge.

a) **For air shipment**, Tenderers shall take international Airports into consideration as FCA delivery places in their quotations.

b) **For ocean shipment:**

- The shipment made by vessels older than 25 years is not allowed for CIF and CFR procurements.**
- Tenderers shall take below given Sea Ports into consideration as FOB delivery places:

North Europe: Antwerp, Rotterdam, Hamburg, Helsinki	The United Kingdom: London, Felixstowe, Aberdeen
Mediterranean: Fos Sur Mer, Genova, Le Havre, Trieste, Chioggia,	Black Sea: Constanta, Odessa, Ilycheusk, Novorossiysk,
China: Tianjin, Shanghai,	India: Chennai, Mumbai
Singapore: Singapore	UAE: Dubai, Jebel Ali
Japan: Yokohama, Nagoya	The United States of America: New York, Houston, Charleston
South America: Buenos Aires, Campana, Vera Cruz	

c) Tenderers shall take below given Ports into consideration as unloading port/place in their CIF/CFR/CPT/ DAP, DAT, DDP quotations.

- If transportation is made by vessel the unloading Seaports will be Mersin Sea Port, Istanbul / Haydarpasa Sea Port, Istanbul / Armaport, Izmit /Derince Seaport or Iskenderun Limak International Seaport.
- If transportation is made by airfreight the unloading Airports will be Istanbul / Ataturk Airport or Ankara / Esenboga Airport.

- If transportation is made by truck the unloading customs will be Istanbul Halkali or Ankara TIR Customs.
- d) **Partial shipment will not be allowed** unless approved by TP.
- e) Tenderers shall denote **cost, freight, and insurance expenses** in their quotations separately as per relevant **Turkish Import Regulation**.
- i) Harmonized System Nomenclature customs tariff and statistical numbers shall be specified in the quotations.
- j) The tenders shall bear the full name and address of Tenderers as well as their representatives (if any). Tenderers shall also state whether representative's commission is included or not to quoted prices.
- k) The Tenderers shall indicate net and gross weights as well as volume of the quoted material for each item in their offers.
- l) The Tenderers shall indicate the PO (Purchase Order) and L/C (Letter of Credit) addresses in their tenders.
- m) Tenderers must state the reason for unquoted items.
- n) **Part number, Manufacturer and origin of quoted materials shall be indicated in the quotations clearly.**
- o) Materials quoted shall be brand new and latest year manufacture.
- p) **Rebuilt, reconditioned, used materials will not be accepted.** If part numbers are changed, new part numbers shall be indicated.
- q) Related catalog pages of the quoted materials shall be enclosed to the quotations
- r) **API, ISO, DIN certificates shall be enclosed to the quotations if any.**

23.4. In case requested materials are tubular materials;

Tubular materials (such as casing, tubing, drill collar, drill pipe, heavy wall drill pipe, line pipe and sucker rods etc.) shall be manufactured **after order. Tubulars offered from stock will not be accepted.**

- a) TP may request third party inspection at TP's account. In such a case, TP will be informed before production.
- b) The products quoted from the manufacturers having valid casing, tubing, line pipe plain end, line pipe threaded and coupled, drill collar, drill pipe and sucker rods etc. within scope of API licenses will be accepted, the products quoted from the manufacturers of threader, processor, tool joint etc. licenses will not be accepted.
- c) The warranty period shall be at least 2 (two) years.
- d) Threads will be greased and protected with plastic thread protectors on both ends.
- e) Outside of the tubes shall be temporarily rust protected with clear dry lacquer or Standard mill varnish.
- f) Packing shall be Mill's Standard packing for export unless otherwise specified herein.
- h) **In case the tenderers are NOT manufacturers they shall clearly state the name of the manufacturers for each quoted item in their tender. The specified manufacturers cannot be changed after placing of an order. When it is necessary for the Contractor, the manufacturer of any quoted item can be changed after written approval of TP. The tenderer shall submit the following with their quotations:**

- **The Manufacturer Authorization Letter which will be taken directly from the manufacturers.**
- **A valid (the scope of API shall be compatible with the products and API certificate shall not be expired) API certificate for the manufacturer of each item in their quotation.**

Otherwise TP shall not take the relevant item or quotation into consideration.



23.5 In case the materials are chemicals;

- a) Contractor will ensure that the chemicals will meet the requirements set forth in Technical Specification/Description and TP reserves the right to examine or test the chemicals at any time.
- b) Only for chemicals the supplier company shall provide Safety Data Sheet (SDS) in accordance with International Standards (in English) and deliver them to TP with the material which will be imported.

ARTICLE 24- VALIDITY PERIOD OF TENDER

- 24.1. Tenders must be valid for at least **60 (sixty)** calendar days beginning with the deadline date of submitting tender.
- 24.2. If necessary, TP may request the Tenderers to extend the validity period to the maximum extend specified above before the existing validity period expires. The Tenderers may accept by extending the validity period of their bid bonds until the new date or reject this request of TP. The bid bond of the Tenderer who rejects the request of TP with regard to extension of the validity period shall be returned.
- 24.3. Requests and answers to this effect shall be made in written.

ARTICLE 25- COSTS INCLUDED IN THE TENDER PRICE

- 25.1. Tender shall include the expenses such as 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.

ARTICLE 26- BID BOND / PERFORMANCE BOND

26.1. Bid Bond

Requested.

- 26.1.1. 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 **25/11/2026**.

- 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.

26.2. Performance Bond

Requested.

ARTICLE 27- VALUES ACCEPTED AS BID BOND

- 27.1. 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,
c) Government securities exported by the Treasury Secretariat and certificates issued in lieu of these bonds.

- 27.2. Those specified in item (c) and those exported by including the interest in the nominal value of the bonds issued in lieu of them shall be accepted as guarantee over the sales value corresponding to the principal.

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

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

IBAN NO.: TR180001500158048000922784 for US Dollars;

IBAN NO.: TR500001500158048000922790 for Euro and,

IBAN NO.: TR950001500158048000923047 for GBP Sterling.

- 27.5. The guarantees may be replaced with other values accepted as guarantee (bid bond).

- 27.6. The guarantees received by TP shall in no way be sequestrated and attached with interim injunction.



ARTICLE 28- THE PLACE WHERE THE BID BONDS SHALL BE SUBMITTED

- 28.1. Bank Letters of Guarantee shall be submitted to the tender commission inside the tender envelopes.
- 28.2. The receipt of cash guarantee shall be enclosed to the tender letter.

ARTICLE 29– RETURNING BID BONDS

- 29.1. The Letters of Guarantee belonging to the Tenderer that is to be awarded the contract and to the Tenderer who has submitted the second most proper tender shall be delivered to the Department of Finance after the procurement. Bid bonds of the other Tenderers shall be returned immediately.
- 29.2. The bid bond provided by the Tenderer that is awarded the contract shall be returned after the provision of the required performance bond and concluding the contract.
- 29.3. In the event that a contract / purchase order is concluded with the Tenderer that is awarded the contract, the guarantee of the Tenderer who has submitted the second most proper tender shall be returned just after signing the contract or confirming the purchase order.

PART IV – PROVISIONS OF EVALUATION OF TENDERS AND CONCLUDING PURCHASE ORDER

ARTICLE 30– RECEIVING AND OPENING TENDERS

- 30.1. The tenders shall be submitted to TP (the office where the tenders shall be submitted to) until the deadline time of submitting tenders indicated in this Administrative Tender Document hereby.
- 30.2. The following procedure shall be applicable for receiving and opening the tenders by the Tender commission;
- 30.2.1. 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.
- 30.2.2. The Tender commission shall review the tender envelopes in receiving order.
- 30.2.3. The envelopes shall be opened in receiving order. It shall be checked whether the documents of the Tenderers are complete, and the tender letters and the bid bonds 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.
- 30.2.4. If the participants are allowed (Article 2.2/e), then the Tenderers and the tender shall be announced. The minutes related to these procedures shall be signed by the Tender commission.
- 30.2.5. 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 31- EVALUATION OF TENDERS

- 31.1. 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 30.2.3 of this Administrative Tender Document hereby shall be disqualified from the evaluation process.
- 31.2. 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.
- 31.3. 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.
- 31.4. The tenders submitted as below mentioned conditions shall be rejected:
- Tenders submitted as open (not in a closed envelope): Fax tenders or e-mail tenders



- **Tenders** submitted **after the deadline time** of the procurement,
- Tender letter **without bid bond** (if requested)
- Tender letter that does not accept to submit performance bond (if requested)
- **Tenders including MORE THAN ONE proposal, (Unless alternative tenders are accepted according to Article 21)**

31.5. 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.

31.6. 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.

31.7. 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 and the bid bond furnished shall be registered as income.

31.8. TP 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.

31.9. 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.

31.10. The request for clarification of TP and the replies of the Tenderer to this request shall be made in written.

31.11. Tenderers who fail to submit sufficient clarification shall not be taken into consideration.

ARTICLE 32 – FREEDOM OF TP TO REJECT ALL TENDERS AND CANCEL THE PROCUREMENT

32.1. TP shall be free to reject all tenders and cancel the procurement upon the resolution of the Tender commission. TP shall not have any liability due to the cancellation of all tenders.

32.2. In the event that the procurement is cancelled, the situation shall immediately be notified to all Tenderers.

ARTICLE 33 – DETERMINATION OF MOST PROPER TENDER

33.1. The Tenderer shall be awarded the procurement by the Tender Commission after determination of most proper tender in terms of price, quality and other conditions **such as delivery place and delivery time**.

33.2. In case the tenderer offers CFR/CPT terms for a delivery place other than the requested delivery places mentioned in this Administrative Tender Document Article 2, then the extra inland freight expense will be added to the tenderers commercial offer.

33.3. In case the tenderer offers CIF price, then final commercial offer will be calculated by deducting the insurance expense from CIF price and this amount will be used at determination of most proper tender.

33.4. Following the evaluation of the tenders in terms of quality and other conditions if there is more than one proper tender with the same price the most proper tender will be determined according to the criteria given under Article 33.5 of this Administrative Tender Document.

33.5. The criteria stated in above Sub-Articles 33.1, 33.2, 33.3 and 33.4 required from the Tenderers constitute equality if the prices are equal:

- a) Early delivery is preferred.
- b) Collective delivery is preferred.

33.6. APPLICATION OF PRICE ADVANTAGE IN FAVOR OF DOMESTIC TENDERERS

Price advantage at 15 % (fifteen percent) shall be applied in favor of the domestic Tenderers that propose domestic materials in evaluation of tenders.

However, the domestic tenderers that propose domestic materials by establishing joint ventures with the foreign tenderers cannot make use of such price advantage. The tenderers have to submit the documents to verify that they are domestic tenderers and the documents verifying that the materials proposed are domestic.

Such price advantage to be applied in favor of the domestic tenderers shall be **calculated** by adding 15 % (the same percentage written above) of the price proposed to the tender of the foreign tenderers.

ARTICLE 34- AWARD OF PROCUREMENT

34.1. 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.

34.2. Following the determination of most proper tender, TP will submit Purchase Order/Contract to the awarding Tenderer for confirmation on the value. The Tenderer has no right to object it. The tenderer shall confirm the PO within 10 (ten) days following the submittal of PO. **Unless otherwise stated in this document, PO shall be deemed as accepted and confirmed by the Contractor if the Contractor fails to send a written confirmation to TP within ten days. In case the Contractor does not submit the performance bond (if requested) until due time, TP reserves its right to cancel the PO.**

34.3. Following the determination of most proper tender, If the tenderer does not submit FOB Unit Prices for each item, but submits lumpsum FOB price for the total of items, then FOB price for each item subject to purchase order will be calculated directly proportional to the total weight of load given in tenderer's quotation.

34.4. Following the determination of most proper tender if the tenderer submits lump-sum CFR / CPT price instead of CFR / CPT Unit price, then the freight value will be calculated directly proportional to the total weight of load given in tenderer's quotation.

ARTICLE 35- NOTIFICATION FOR PURCHASE ORDER

35.1. 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.

35.2. The Tenderer shall be liable to confirm the purchase order by providing the performance bond within ten (10) days following the notification date of this invitation.

35.3. TP 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 PO.

ARTICLE 36- PERFORMANCE BOND

36.1. In case the payment will be effected as **80%+20% Letter of Credit**, then the Tenderer that is awarded the purchase order shall be liable to provide performance bond **not less than 6% (six percent)** of the Purchase Order Value, if it is requested in this Administrative Tender Document Article 26.2. **The governing language of performance bond letter shall be Turkish as per relevant law.**

36.2. In case the payment will be effected as **Cash Against Document (CAD) or 100% Letter of Credit**, then the Tenderer that is awarded the Purchase Order shall be liable to provide performance bond **not less than 10% of the Purchase Order Value.**

36.3. Performance bond can be furnished as cash guarantee by Tenderer.

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

IBAN NO.: TR180001500158048000922784 for US Dollars;

IBAN NO.: TR500001500158048000922790 for Euro and,

IBAN NO.: TR950001500158048000923047 for GBP Sterling.

- 36.4. Performance bond may not be requested if Purchase Order value is less than **USD 65 000.00 (sixty five thousand and 00/00 US Dollars)**.
- 36.5. Performance bond may not be requested if the promised delivery period is shorter than 30 (thirty) days.
- 36.6. For the materials having delivery period **less than 1 (one) year**, the duration of the performance bond shall be **18 (eighteen) months**. For the materials having delivery period **more than 1 (one) year**, the duration of the performance bond shall be 6 (six) months more than the delivery period.
- 36.7. In case of a time extension, the duration of the performance bond will be extended the same time extension.
- 36.8. 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 TP.

ARTICLE 37– DUTY AND RESPONSIBILITY OF TENDERER IN CONCLUDING PURCHASE ORDER

- 37.1. The Tenderer that is awarded the procurement shall be liable to confirm Purchase Order which will be submitted by TP having either electronic signature or manual signature.
- 37.2. The Tenderer that is awarded the procurement and confirmed Purchase Order shall provide the performance bond (if requested) within the period as stipulated under Article 34.2 of this Administrative Tender Document hereby. **In case Contractor does not submit the performance bond (if requested) until due time, TP reserves its right to cancel the PO and the bid bond (if any) shall be liquidated and deemed penalty on TP.** The bid bond (if any) shall be returned following the confirmation of PO and submittal of required performance bond.
- 37.3. The Contractor shall be liable to pack requested materials according to the Regional Delivery Table enclosed to this Administrative Bidding Document
- 37.4. **Contractor shall be prohibited to participate in any TP procurements when fails to perform the liabilities of PO. Besides, the bid bond (if any) or 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 38 – NOTIFICATION TO THE SECOND MOST PROPER TENDERER

- 38.1. In the event that the Tenderer that is awarded the procurement does not provide the performance bond or not confirm the purchase order, then the purchase order may be concluded with the second most proper Tenderer if approved by TP. 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 PO by providing the performance bond (if requested) within the period as stipulated under Article 35.2 of this Administrative Tender Document hereby. The bid bond will be returned following the submittal of required performance bond.
- 38.2. The said Tenderer shall be notified in accordance with the provisions of Article 36 of this Administrative Tender Document hereby.
- 38.3. In the event that the second most proper Tenderer does not accept to confirm purchase order, the bid bond of the said Tenderer shall be registered as income, and the procurement shall be cancelled.
- 38.4. Furthermore, the Tenderer that does not perform the liabilities of purchase order 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 TP procurement.

ARTICLE 39– DUTY AND RESPONSIBILITY OF TP IN CONCLUDING THE PROCUREMENT

- 39.1. **The Tenderer may defer from his commitment provided that the said Tenderer notifies the situation to TP with a written notice of this Administrative Tender Document hereby in the event that TP does not fulfill his obligation with regard to conforming the purchase order within the option date.**
- 39.2. In this case, the bid bond of the said Tenderer shall be returned.



PART V – PROVISIONS OF IMPLEMENTATION OF PURCHASE ORDER**ARTICLE 40- PLACE AND TERMS OF PAYMENT**

40.1. Any payment in connection with the procurement / materials which constitutes subject matter of the procurement shall be effected by the Department of Finance.

a) If the payment will be effected by Cash against Documents (CAD); the shipping documents shall directly be delivered to TP. **In case of late delivery, the late delivery penalty will be calculated in accordance with the Article 48.1 and taken from the CAD payment or performance bond whichever meets the total charge.**

b) If the payment is to be effected by Letter of Credit (L/C), it shall be established as irrevocable and unconfirmed. Establishment of a confirmed L/C shall be subject solely to TP's prior written approval. Tenderers are deemed to have submitted their offers on the basis of an unconfirmed L/C unless such approval is granted. Transferable L/C cannot be established.

Percentage of L/C will be indicated in P/O:

80% (eighty percent) of the order value will be paid following the presentation of the shipping documents to the bank. The balance **20% (twenty percent)** of the total Purchase Order (PO) value payable upon written instruction of TP to the L/C issuer bank latest **30 (thirty) days** after the acceptance of the material in TP's warehouse or in **3 (three) months** after shipment, whichever comes first.

a) In case of non-fulfillment of requirements of the Purchase Order (PO) and L/C, neither **20 % (twenty percent)** of order amount nor Performance Bond shall be released. Only after fulfillment of the requirements of the PO, the balance **20% (twenty percent)** of order amount and Performance Bond shall be released upon the instructions of TP. **In case of late delivery, the late delivery penalty will be calculated in accordance with the Article 48.1 and taken from the balance 20% of order amount or performance bond whichever meets the total charge.**

b) The shipping documents shall directly be delivered to whether to TP (CAD payments) or Bank (L/C payments) both according to the time intervals given in the below Presentation Period.

PRESENTATION PERIOD (to TP and to BANK)

COUNTRIES FROM BELOW GIVEN CONTINENTS	VESSEL	AIR
AMERICA	21 days	8 days
EUROPE	14 days	8 days
ASIA	21 days	8 days
AFRICA	21 days	8 days
MIDDLE EAST	10 days	8 days

c) Payment will be effected against submission of below given documents. **TP's Order Number shall be indicated on all documents i.e. invoices, packing lists, bill of loading (B/L), etc. Storage and demurrage costs, that may arise as a result of late submission of documents, will be deducted from L/C.**

d) Shipping Documents shall include:

i) Invoice (5 sets, each page must be originally signed separately and bear the same items numbers of the material given in PO.

ii) Packing List (5 sets)

iii) Transport Documents for;

- **Complete set of Bill of Lading (For Sea Transport). Bill of Ladings shall bear "For Export to Türkiye and Consigned to the Name of TP".**

In case of EXW or FCA deliveries, Forwarder's Certificate of Receipt or CMR shall be submitted.

- 1 original and 2 copies of Airway bill (For Air Transport)
- 2 original and 2 copies of Roadway bill (For Land Transport)
- CE Certificate (If there is CE Certificate Of Materials)
- iv) ATR Certificate (for the materials to be imported from EU Member Countries)
- v) Certificate of Origin.
- vi) **Letter of Approval of TP for the Third Party Inspection Report (For Chemicals)**
- vii) Other documents requested in Administrative Tender Document and Technical Specification.

ARTICLE 41- BANKING CHARGES

41.1. All the expenses for the L/C establishment in Türkiye and subsequent amendments and modifications requested by TP will be borne by TP. In case the Contractor requires any amendment and/or modifications at the L/C, all the expenses shall be borne by the Contractor.

41.2. The cost of modifications arising at the extension request of the Contractor at L/C validity and /or latest shipping date, shall be borne by the Contractor.

41.3. In establishing the L/C, all the bank expenditures outside of Türkiye and various expenses (excluding the force majeure) and all banking and extension charges because of the delayed shipment (except force majeure) shall be for the Contractor's account.

41.4. Bank charges incurred in Türkiye related to L/C will be at TP's expense.

ARTICLE 42- TAXES

42.1. Customs duties, taxes and any tax-like charges arising in Türkiye due to the execution of the PO and importation of the items by TP will be paid by TP and TP will hold the Contractor harmless from such claims thereof.

42.2. All customs duties, levies or other charges of any nature incurred in the Contractor's country shall be paid by the Contractor and the Contractor shall hold TP harmless from such claims thereof.

ARTICLE 43- ADVANCE PAYMENT AND CONDITIONS

Advance payment shall not be accepted.

ARTICLE 44- TERMS OF PRICE DIFFERENCE PAYMENT AND CALCULATION

Will not be applied.

ARTICLE 45- DATE OF WORK COMMENCEMENT AND DELIVERY OF MATERIALS

45.1. All Tenderers shall indicate the exact time of delivery, shortest deliveries might receive preference. Promised delivery period begins within **10 (ten) days** after the notification of the purchase order date. If the payment will be effected by Cash against Documents (CAD); the promised delivery period begins upon 10 (ten) days after the notification of the purchase order date.

45.2. If it is not allowed in the signed purchase order partial shipment shall never be allowed without any written consent of TP. Any loss caused by the application of Contractor contrary to this term shall be deducted from Contractor's account.

45.3. For deliveries which are not including ocean/air freight cost (e.g. FOB, FCA, EXW):

- a) Ocean shipment shall only be effected under the control of TP's forwarder or their appointed agent. Any loss caused by the application of Contractor contrary to this term shall be borne by the Contractor.
- b) Contractor shall notify both TP and its forwarder about the cargo readiness in written detailed and exact letter (e.g. the number, size and weight of packages) relating to materials at least 1 (one) month prior to delivery date of the materials to the forwarder's agent.
- c) The delivery date is the date which the materials are completely delivered to forwarder's agent after suitable packaging for export and with all the documents required including proper and clear Bill of Lading, CMR, Forwarder's Certificate of Receipt and Airway Bill Instruction.



d) The net and gross weights and dimension of cases indicated in tenders shall not be changed after placing the order. In such cases, the Contractor shall pay all the relevant costs (handling, shipment etc.) for the oversized/overweighed material to TP or the Contractor shall realize the shipment by himself.

45.4. The date of delivery/loading indicated in transport documents or certificates such as B/L, AWB, Forwarder's Certificate of Receipt and CMR certificates shall be considered as the delivery date.

45.5. **Except CIF and, CIP, terms**, the insurance of the materials from delivery point to TP's warehouse will be covered by TP. Prior to shipment the Contractor shall submit the Notification for Insurance to TP about the shipping details by fax or email to dissatinalma@tpao.gov.tr for insurance purposes.

45.6. For CIF and CFR procurements, the Contractor shall cover all the extra expenses at unloading port. The charges billed to TP by the buyer's shipping agent in destination port shall never exceed the Sea Port's tariff. In this case, the excess costs will be charged to the Contractor.

45.7. Shipping Invoices

Before 10 days of shipment, detailed shipping invoice shall be sent to TP by fax or e-mail to dissatinalma@tpao.gov.tr for organization. In case the Contractor fails to submit the shipping invoices after due date then The Contractor shall pay all the extra expenses such as the demurrage etc.

The shipping invoices shall comply with the Purchase Order. The non-compliant shipping invoices shall be rejected and the Contractor shall be obliged to correct the shipping invoice within 5 (five) days and submit to TP the corrected shipping invoice.

The shipping invoices shall cover the items and part numbers of the materials given in the Purchase Order, description of parts and the following information.

- Date and number of the shipping invoice,
- Order number
- The unit price, quantity and amount of each item delivered
- Net and gross weight and dimension of case
- Names of the loading and unloading points and type of the transportation.

45.8. For CIF/CIP/CFR/DAT/DAP deliveries, Tenderers shall indicate "Free Time" as 21 (twentyone) days in their quotations.

ARTICLE 46- CASES AND CONDITIONS FOR EXTENSION OF DURATION

46.1. Force majeure shall include; acts of God, wars, strikes, civil disturbances and labor problems, lightening, fire, flood, washout, storm, natural disasters, uprising, riots, sanctions, embargoes, acts of the public enemy, or rules or regulations of any governmental authority, quarantines and similar, general epidemic diseases.

For the avoidance of doubt, current or future regional, local or international financial crisis **if foreseen by the parties on contract effective date to impact performance** shall not be considered as Force Majeure and shall not affect the liabilities of the Parties.

46.2. The cases listed above shall be accepted as force majeure. **Any delay, damage, or failure due to any such cause shall not be deemed a breach of or default in the performance of contract.** Extension of time shall be possible provided that such cases;

- a) Shall not be caused owing to any defect attributable to the Contractor,
- b) Shall have the nature to hinder the performance of the purchase order,
- c) The Contractor shall not have **reasonable** power to eliminate this hindrance,
- d) The Contractor shall notify TP in writing within **30 (thirty) days** following the day when the event of force majeure occurs,
- e) Shall be documented by the authorized bodies **if applicable**.



- 46.3. Any other cases which are unforeseeable or beyond the control of the parties shall be subjected to TP's approval which is not unreasonably withheld.
- 46.4. Furthermore, in the event that TP does not fulfill his obligations (delay in delivering the worksite and approval of the projects etc.) within the stipulated duration without any default of the Contractor, and any delay occurs with reasons not caused by the Contractor, and the work is not completed in time, the situation shall be reviewed by TP upon the request by the Contractor provided that this hinders the performance of the purchase order and the Contractor does not have sufficient power to eliminate the hindrance, and TP shall extend the time for a part of or whole work according to the nature of the work.
- 46.5. **For the avoidance of doubt, termination and suspension as a result of force majeure event shall not affect obligations and respective considerations due which have already been performed and provided, nor does it affect the Contractor's right to receive timely payment of any amounts due under the PO or in respect of the obligations already performed.**

ARTICLE 47-INCREASE OR DECREASE OF WORK

TP may increase or decrease of the work up to **30 % (thirty percent)** after agreement by the parties.

ARTICLE 48-LATE DELIVERY PENALTY

48.1. Late Delivery:

The date of notification for cargo readiness to be carried out by the Contractor to both TP and its forwarder will be accepted as the latest shipping date.

In case the delivery date exceeds the promised delivery date (latest delivery date) **except the cases of Force Majeure**, the Contractor shall accept late delivery penalty of **0.1 % (1/1000)** for each delayed day and the total late delivery penalty will not exceed **10 % (ten percent)** of the delayed portion of total ordered value. **The late delivery penalty will be deducted from performance bond or CAD payment or from remaining part of the L/C.** If any delay occurs in shipment beyond the control of Contractor, a force majeure certificate shall be mailed to TP immediately in order to refrain from late delivery charge.

In case the Contractor requests an extension of L/C and approved by TP, late delivery penalty will still be in effect.

48.2. In delays exceeding 100 (hundred) days from the promised delivery date or latest shipping date, TP may cancel the unshipped part of the purchase order. In such case when the purchase order is cancelled the performance bond will be recorded as income at TP's account (if any). **Except for the causes of cancellation expressly stated in this tender document and unless otherwise agreed by the parties, neither TP nor Contractor shall cancel order.**

48.3. If the Contractor does not fulfill its obligations either partly or fully in accordance with the purchase order, its annexes and the terms stated in this Administrative Tender Document, or acts contrarily in spite of warning, the performance bond will be recorded as income and the remaining part of the Letter of Credit will be cancelled without the necessity of drawing a bill and issue of a sentence.

48.4. If deficient, damaged or faulty materials are not replaced in the time period mentioned in Article 51 then the performance bond will be recorded as income and the remaining part of the Letter of Credit will be cancelled without the necessity of drawing a bill and issue of a sentence.

ARTICLE 49- TERMS AND CONDITIONS OF DELIVERY AND INSPECTION OF MATERIALS AND CHEMICALS

49.1 Packing

a) Materials Suitable For Packing

The materials packed in their original packages in suitable quantities shall be placed in robust, water proof cases that can withstand handling, transshipment and interim storage depending on the requirements of the means of transportation and all precautions shall be taken to protect the cases from damage during overseas transportation, so as to receive them under proper conditions at the final destination. Wood packaging material shall be treated according to the requirement of ISPM 15.



The materials shall be packed as described above and as separately according to the Regional Delivery Table enclosed to this document and respective Purchase Order. If the Contractor fails to pack the materials according to the Regional Delivery Table, this will be deemed a default in the performance of PO and and **1% (one percent) of the Purchase Order Value shall be deemed penalty and deducted from the performance bond.**

b) Unpacked Materials

Materials that cannot be packed because of their shape and size shall be loaded by taking all protective measures against weather conditions, handling, transshipment damage, corrosion, breakage and cracking so as to arrive safely to the destination.

c) Explosive and Combustible Materials

Explosive and/or combustible materials shall be packed boxed separately in accordance with the international standards. Boxes shall be suitable to overseas transportation. The cases shall be marked so as to indicate that they contain explosive and combustible materials.

a) Packing for Tubular Goods:

Packing shall be Mill's Standard packing for export unless otherwise specified herein or in Technical Specification.

b) Packing for Sucker Rods: Mill's standard packing, loading and unloading instructions shall be submitted with the quotations. Improper instructions will not be accepted and TP's instructions will be imposed as attachment to this Tender Document.

f)Packing list

Two packing lists shall be prepared for each case. One of the packing lists shall be enclosed in a watertight envelope and shall be mailed onto the case, and the other one shall be placed inside the case. The packing list shall indicate the item number, the part number and description and the quantity of the materials contained in the case in strict compliance with the shipping invoice. On the other hand a shipping list indicating the contents of each case by marking reference to item number shall also be forwarded to TP.

g) The shipping unit (s) or crate(s) shall be clearly, legibly and permanently marked to show destination, PO number, gross and net weights of the subject material.

- Markings to be placed on all documents and boxes :

TÜRKİYE PETROLLERİ
Söğütözü Mah. Nizami Gencevi Cad. No. 10
06530 Cankaya Ankara/ TÜRKİYE

- Marking of tubular materials shall be in accordance with API standards.

49.2. Terms and Conditions of Inspection:

49.2.1. TP has right to inspect or test the materials before or after shipment.

49.2.2. Third party inspection (TPI) by internationally accredited inspection company is required in case of necessity as per oil industry practice. Contractor shall arrange pre-shipment inspection and inform TP in written.

49.2.3. Otherwise stated in this document, the cost of such inspection will be at TP's account and Technical Specification of TPI will be provided to the Contractor.

ARTICLE 50- WARRANTY

50.1. The Contractor warrants that the material furnished by him, shall be new and that Contractor's work shall be formed in skilful workmanlike manner.

50.2. The Contractor warrants the material described herein against defects (latent or otherwise) in material or workmanship under normal operating conditions for a period 12 (twelve) months (except tubular materials) from the date of shipment thereof. To extent that any warranty of design or performance of said property are set forth herein or in, such warranty will be extended for 12 (twelve) months period.



50.3. The Contractor warrants that the spare parts ordered shall fully fit (100 % accuracy) to the machines/equipment to be used. They shall also warranted to be:

- factory new, unused and of current production,
- first and prime quality,
- of latest and most current design,
- manufactured in accordance with or to the highest and most advanced modern techniques, manufacturing standards and workmanship,
- entirely free of any defect in material and/or workmanship.

50.4. The Contractor shall agree to replace any material which will be proved to be defective or fails to meet said guarantees of design or performance within 3 (three) months period as per Article 51. On-Site dismantling will be done by TP.

ARTICLE 51- REPLACEMENT OF MATERIALS

Materials delivered that are deficient, defective and not conforming with the required and proposed quality or damaged because of faulty packing will be replaced with correct ones not later than 3 (three) months on CIF basis and all the relevant expenses shall be borne by the Contractor. Otherwise, the performance bond will be recorded as income and the remaining part of L/C will be cancelled without the necessity of drawing a bill and issue of a sentence.

ARTICLE 52- INSURANCE

52.1. Except for CIF, CIP, DAT, DAP, DDP terms, the insurance of the materials from delivery point to TP's warehouse will be covered by TP. Prior to shipment Contractor shall notify TP in written all the shipping details including FOB vessel value, case number, weight (s), date of sailing and name by fax or email to "dissatinalma@tpao.gov.tr" and "sigorta@tpao.gov.tr" for insurance purposes. **In case the Contractor fails to submit the shipping details on time, all the loss of TP caused from not having insurance shall be borne by the Contractor.**

52.2. **The procurement wherein the Contractor covers the insurance, shipping insurance policy shall be established by a company having local agent in Türkiye upon TP's approval.**

ARTICLE 53- APPLICABLE LAW AND SETTLEMENT OF DISPUTES

53.1. The dispute shall initially be referred to the TP representative and Tenderer representative who shall discuss the matter in Dispute and make all reasonable efforts to reach an agreement in thirty (30) days;

53.2. Any dispute, controversy or claim arising under the tender or eventual purchase orders or the breach, termination or invalidity thereof which cannot be settled amicably pursuant to Article 54.1 shall be settled by arbitration under the rules set forth below. The decision of arbitrator shall be final and binding. Judgment upon the arbitration award rendered may be entered in any court having jurisdiction or application may be made to such court for judicial acceptance of the award and an order of enforcement, as the case may be.

53.3. Arbitration shall be held in accordance with the Rules of Arbitration of the International Chamber of Commerce (ICC) in effect on the date of the submission of the arbitration request to the Tribunal.

53.4. Arbitration shall be held by one (1) arbitrator and the arbitrator shall be appointed by the Tribunal in accordance with the ICC rules.

53.5. The substantive law rules regarding essence of the conflict shall be subject to Turkish Law, excluding conflict laws and choice of law principles. The language of arbitration shall be English. The place of the arbitration shall be Istanbul. The competent court (Tribunal) shall be International Court of Arbitration of the International Chamber of Commerce.

53.6. Any Money award shall be made in U.S Dollars free from tax or other deduction, and shall include interest from the date of any breach or other violation of the Tender or eventual purchase order to the date paid in full at a rate equal to one-year London Interbank Offered Rate plus two percent (LIBOR + %2) of interest for U.S. Dollar deposits, which appears on the Reuters Screen, or if the relevant Reuters page is unavailable, as published in London by the Financial Times, or if not published by the Financial Times, then by the Wall Street Journal.



53.7. The fees of the arbitrator and other expenses incurred by the Tribunal shall be borne by the losing party, unless the Tribunal determines that fairness requires that such fees and expenses shall be allocated among the parties to the dispute in a different manner, including without limitation, requiring the losing party to pay all such expenses. Each party shall bear its own expenses including expenses of its counsel. It is the desire of the parties that any dispute to be resolved quickly and at the lowest possible cost, and the Tribunal shall act in a manner consistent with these intentions, including limiting discovery to only that which is absolutely necessary to enable the Tribunal to render a fair judgment.

53.8. Even both TP and the Contractor have applied to arbitration the Contractor is obliged to continue the works so long as such work shall not be part of the arbitration and shall follow the decision reached by TP regarding the performance of the work.

53.9. The parties agree that no provision in this Article 53 shall prevent the parties from issuing any proceedings or making any application to any court that is necessary for the protection of a party's property or to obtain injunctive relief.

ARTICLE 54- INDEMNIFICATIONS

54.1. Contractor's indemnity of TP Group:

Regardless of cause, Contractor shall be liable for and indemnify TP Group from claims arising out of personal injury, illness, death, or property loss or damage suffered by any member of Contractor Group.

54.2. TP's indemnity of Contractor Group:

Regardless of cause, TP shall be liable for and indemnify Contractor Group from claims arising out of personal injury, illness, death, or property loss or damage suffered by TP Group.

54.3. Contractor shall be liable for and indemnify TP Group from and against any and all claims arising out of personal injury, illness, death, or property loss or damage suffered by Third Parties, to the extent attributable to the negligence, gross negligence or willful misconduct of any member of Contractor Group; provided, however, the Contractor shall not be obligated to defend TP Group for any such claims.

54.4. TP shall be liable for and indemnify Contractor Group from and against any and all claims arising out of personal injury, illness, death, or property loss or damage suffered by third parties, to the extent attributable to the negligence, gross negligence or willful misconduct of any member of TP Group; provided, however, TP shall not be obligated to defend Contractor Group for any such claims.

54.5. Pollution:

Notwithstanding any other provision contained in this Administrative Tender Document, TP shall indemnify and hold the members of Contractor Group harmless from and against any and all claims (including clean-up costs and losses of oil, gas or hydrocarbons) arising from pollution, contamination, dumping or spilling of any substance. It being the intent of the parties hereto that this indemnity shall extend to cover property owned by TP Group and to property owned by any third party and shall apply regardless of the negligence or breach of duty (whether statutory or otherwise) of the members of Contractor Group and shall apply irrespective of any claim in tort, under contract or otherwise at law.

54.6. Consequential damage:

Except as specifically provided herein to the contrary, neither TP nor Contractor shall be liable to the other in contract, in tort, directly or under any indemnity, for loss of profits or any indirect, special or consequential damages, arising out of or related to the contract, including but not limited to loss of production, loss of earnings, loss of revenue, downtime and rig costs, however same may be caused.

ARTICLE 55- LIMITATION OF LIABILITY

Notwithstanding anything contained in this administrative tender document or purchase order to the contrary Contractor's total liability for all claims (including claims arising from pollution) damages, causes of action, demand judgments, fines, late delivery charge, awards, losses, costs and expenses arising from or in connection with the administrative tender document or purchase order, including but not limited to liability for default, under any case of action of PO whether in tort, contract or otherwise at law, regardless of cause and whether any such liability is caused by the negligence, misconduct or breach of duty on the part of the Contractor shall be limited to and shall not exceed the value of the purchase order and TP shall release, defend, save indemnify and hold Contractor Group harmless against any and all such liability in excess of this amount.





TÜRKİYE
PETROLLERİ
ANONİM ORTAKLIĞI

**MAL ALIM İNGİLİZCE İDARİ ŞARTNAME (ADMINISTRATIVE TENDER
DOCUMENT)**

VI - MISCELLANEOUS PROVISIONS

- The requested material shall be provided according to the Technical Specification attached.
- The requested materials shall be packed according to the Regional delivery Table.


Bahadır EĞİLMEZ
Chief Of Tender
Department


Mehmet Faruk ZEREN
Procurement and
Logistics Manager