

**TURKISH PETROLEUM INTERNATIONAL A.Ş.  
ADMINISTRATIVE BIDDING DOCUMENT**

**TPIC's File Number : SAH-23GYM-2453**

**I - SUBJECT MATTER OF THE PROCUREMENT AND MATTERS CONCERNING  
SUBMITTING THE BIDS**

**ARTICLE 1- INFORMATION ABOUT CONTRACTING ENTITY (TPIC: TURKISH  
PETROLEUM INTERNATIONAL A.Ş.):**

- a) Name : **TPIC**  
b) Address : **Bahçelievler Mah. Duru Coşkun Cad.  
No:2  
Gölbaşı/Ankara, Türkiye**  
c) Phone Number : **+90(312) 285 44 55**  
d) Fax Number : **+90(312) 285 38 09**  
e) E-mail : **tpicsatinalma@tpic.com.tr**  
f) Name-Surname/Title of the Contact Person : **Yusuf AKKOYUNLU/ Engineer**

**1.2.** The Bidders may gather information about the procurement by contacting the person whose information is provided above.

**ARTICLE 2- INFORMATION ABOUT THE SUBJECT WORK OF THE PROCUREMENT:**

Works which constitute the subject matter of the procurement;

- a) Name of the Work : Hiring one (1) support vessel for 12 months and  
one (1) chaser vessel for 3 months  
b) Quantity and type : Procurement of chaser and support service vessels  
d) Place of service : Turkish territorial & international waters

**ARTICLE 3- INFORMATION ABOUT THE PROCUREMENT and DEADLINE FOR BIDDING:**

- a) Registration Number of the Tender : SAH-23GYM-2453  
b) Type of the Tender : TENDER TO ALL BIDDERS  
c) Address of procurement : **TPIC / Procurement Directorate**  
e) Date of procurement : **07.12.2023**  
f) Time of procurement : **11.30 (GMT+3)**  
g) Place of meeting of the Tender Commission: **TPIC Building / Ground Floor**  
h) Bidders are not permitted to participate in tender session.

**ARTICLE 4- REVIEWING AND OBTAINING THE TENDER DOCUMENT**

**4.1.** The Bidder, by submitting the quotation to TPIC, shall be deemed to accept the conditions and rules within the bidding document.

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

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

- a) The place where the bids shall be submitted : **Bahçelievler Mah. Duru  
Coşkun Cad. No:2  
Gölbaşı/ANKARA, Türkiye**  
b) Deadline date of submitting bids (date of procurement) : **07.12.2023**  
c) Deadline time of submitting bids (time of procurement) : **11:30 (GMT+3)**

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

- 5.3.** The bids submitted to or received by TPIC shall not be returned for any reason other than for issuing addendum in accordance with Article 14 of this Bidding 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 bids 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 BIDDING DOCUMENT**

- 6.1** The Tender Documents, in order of priority are:
  - This Bidding Document
  - Draft Contracts (Bimco Supplytime 2017 which is amended by TPIC)
  - Unit Price Tender Letter
  - Technical Specifications (Same as Bimco but in Turkish)
- 6.2.** In addition, addenda to be published by TPIC as well as the written clarifications to be made by TPIC upon the written request of the Bidders shall be an integral binding part of the tender documents in accordance with the relevant provisions of this Bidding Document hereby.
- 6.3.** The Bidder shall be liable to carefully review the content of all documents listed above. The Bidder shall be liable in the event that he could not fulfill the requirements for submitting the tender. The bids that are not in compliance with the procedure stipulated and described in the tender document shall not be taken into consideration.

### **II - MATTERS CONCERNING PARTICIPATION IN THE PROCUREMENT**

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

- 7.1.** The Bidders are required to submit the following documents within their bids in order to be able to participate in the procurement:
  - a)** Declaration of address for notification as well as phone and, fax number and e-mail address for contact,
  - b)** Authority documents from classes association,
  - c)** Tender Letter, content of which is described in the Article 23 of this Bidding Document,
  - d)** Bid bond described in Article 26 of this Bidding Document, if any
  - e)** Qualification Certificates specified in this Bidding Document, and form and content of which are stipulated in Regulation on Implementation of Work Procurements,
  - f)** If the Bidder is represented by proxy in the procurement, the power of attorney indicating that the representative is authorized to submit tender for and on behalf of the Bidder and signature statement certified by the notary public,
  - g)** Declaration concerning the legal bodies, which the Bidder is partner or shareholder,
  - h)** Other necessary Certificates for be able to work in Turkish territorial & international waters

## **7.2. Way of Submitting Documents**

- 7.2.1-** The Bidders shall be required to submit the originals or notarized copies of the documents listed above.
- 7.2.2-** 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.
- 7.2.3-** The Bidders may also, instead of originals, include into their bids the copies, bearing the expression "Original copy seen by TPIC" or any expression with the same meaning, of the originals seen and returned by TPIC prior to the procurement.

## **ARTICLE 8- OPENNESS OF THE PROCUREMENT TO DOMESTIC BIDDERS** **Domestic bidders 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 TPIC 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)** Bidders 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 TPIC or established for any reason related to TPIC 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 Bidders that participate in the procurement irrespective of the provisions above shall be disqualified from the procurement and the respective bid bonds, if any, shall be registered as income. Furthermore, if the contract is awarded without determining the case at the stage of consideration of bids 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 Bidders that are in the following cases shall be disqualified from the procurement if such situations are determined;

- a) Bidders 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) Bidders 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) Bidders that are charged with any offense due to their business activities within 5 (five) years prior to the date of procurement.
- d) Bidders 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.
- e) Bidders that are prohibited against any business activity by the registered chamber as per the relevant legislation by the date of procurement.
- f) Bidders that do not furnish the data and documents specified in this Article or that furnish misleading data and/or counterfeit documents.
- g) Bidders that participate in the procurement even though they are prohibited to participate in the procurement pursuant to Article 9 of this Bidding Document.
- h) Bidders that are determined to enter into prohibited deeds and actions as specified in Article 11 of this Bidding 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 Bidders into hesitation, to hinder participation, to offer or encourage agreements with the Bidders, 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 bids.
- e) To participate in the procurement even though the Bidder is prohibited to participate as per Article 9 of the Bidding Document.

**11.2.** Bidders 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 bids shall be borne by the Bidders. TPIC shall in no way be liable to such costs undertaken by the Bidder irrespective of the progress and conclusion of the procurement. TPIC will be responsible of the payment of the Tender Commission Stamp and the Stamp Duty.

## **ARTICLE 13- CLARIFICATION IN THE TENDER DOCUMENT**

**13.1.** The Bidders 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 bids at the stage when the bids 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 TPIC shall be announced at TPIC's website at least 1 (one) day prior to the deadline date of submitting bids.

**13.3** The description of the point(s) to be clarified and detailed reply/replies of TPIC will be included in clarification statement without declaration of the Bidder's identity who requested the clarification.

**13.4.** The written clarifications shall be given included in the tender document to the Bidders who receive the tender document after the day which the clarification has been made.

#### **ARTICLE 14- AMENDMENT TO BIDDING DOCUMENT**

**14.1.** Any change in bidding document is forbidden. However, in the event that substantial or technical mistakes or deficiencies that may adversely affect the preparation of bids or performance of works are determined by TPIC or notified written by the Bidders, an amendment may be made to the tender document by issuing an addendum.

**14.2.** The said addendum shall be announced at TPIC's website at least 1 (one) day prior to the date of procurement.

**14.3.** In the event that additional time is needed to prepare bids due to such an amendment, TPIC may postpone the date of procurement. TPIC may receive the bids during the term of postponement.

**14.4.** In the event that an addendum is issued, the Bidders who have submitted their bids before such an amendment shall be able to withdraw their former bids and submit their new bids.

#### **ARTICLE 15- FREEDOM OF TPIC TO CANCEL THE PROCUREMENT BEFORE THE TIME OF PROCUREMENT**

**15.1.** When deemed necessary by TPIC or when it is determined that some points in the tender document hinder the procurement and it is impossible to remedy , the procurement may be cancelled before the time of procurement.

**15.2.** In this case, the cancellation of the procurement shall be notified to the Bidders in writing.

**15.3.** In the event that the procurement is cancelled, all submitted bids shall be deemed rejected and such bids shall be returned to the Bidders without opening.

**15.4.** The Bidders shall not be entitled to claim any right against TPIC due to the cancellation of the procurement.

#### **ARTICLE 16- JOINT VENTURES**

No Joint ventures and Consortiums will be accepted.

### **III - MATTERS CONCERNING PREPARATION AND SUBMITTAL OF BIDS**

#### **ARTICLE 17- TYPE OF TENDER AND CONTRACT**

The Bidders shall submit their bids 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 Bidder 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**

The language of this tender is in English; however, the performance bond can be in Turkish or in English.

## **ARTICLE 19- CURRENCY APPLICABLE FOR BIDS AND PAYMENTS**

The Bidders will submit their bids in USD.

## **ARTICLE 20- PARTIAL BIDS**

Partial bids will be accepted.

## **ARTICLE 21- ALTERNATIVE BIDS**

In relation to the subject work alternative bids will not be accepted. Bids including MORE THAN ONE proposal will not be taken into consideration.

## **ARTICLE 22- WAY OF SUBMITTING BIDS**

**22.1.** All documents including the Tender Letter (and bid bond if required) in this Bidding Document as a condition to participate in the procurement shall be put into an envelope or package. Name, surname or trade title of the Bidder, full address for notification, the work related to the tender and full address of TPIC holding the procurement shall be written on this envelope. The adhesive part of the envelope shall be signed, sealed or stamped by the Bidder.

**22.2.** The bids shall be submitted to TPIC (the office where the bids shall be submitted) in return for receipts with order numbers until the time of the procurement stipulated in the tender document. The bids submitted after this time shall not be accepted and returned to the Bidder without opening.

**22.3.** Bids may be submitted by registered and prepaid mail. The bids sent by mail shall reach to TPIC until the time specified in the tender document. The receiving time of the bids 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 bids submitted shall not be returned and replaced for any reason other than the case of issuing an addendum according to the provisions of this Bidding Document hereby.

**22.5.** In the event that the duration of submitting bids is extended with an addendum, all rights and liabilities of TPIC and Bidders, with regard to the former date of submitting bids shall be deemed extended in terms of duration until the readjusted deadline of submitting bids.

## **ARTICLE 23- CONTENT OF THE TENDER LETTER**

### **23.1. Content of tender letter**

**Bidders must use the unit price tender letter which sent to them.**

- a) It must be specified that the tender document is fully read and accepted,
- b) The tender price must be written clearly and be consistent with each other in figures and in words,
- c) There must not be any scraping, erasure and correction on it,
- d) The Tender Letter must be signed by the authorized persons by indicating their names, surnames or trade titles.
- e) Bidders will quote separately unit and extension prices for each item,
- f) The offers must bear the full name and address of Bidders as well as their representatives (if any). Bidders must also state whether representative's commission is included or not to quoted prices.
- g) The Bidders must indicate the P/O (Purchase Order) addresses in their bids.

- h)** If the Bidders indicate any discount in their quotations, they should indicate that this discount is applicable for the lowest quantity that they can supply. Discount must be indicated for each item quoted.

#### **ARTICLE 24- VALIDITY PERIOD OF TENDER**

**24.1.** Bids must be valid for at least **30** calendar days beginning with the deadline date of submitting tender.

**24.2.** If necessary, TPIC may request the Bidders to extend the validity period to the maximum extend specified above before the existing validity period expires. The Bidders may accept by extending the validity period of their bid bonds, if any, until the new date or reject this request of TPIC. The bid bond, if any, of the Bidder who rejects the request of TPIC with regard to extension of the validity period shall be returned.

**24.3.** Requests and answers to this effect shall be made in writing.

#### **ARTICLE 25- COSTS INCLUDED IN THE TENDER PRICE**

**25.1.** From the tender bidding process until the completion of contract, all the cost arising from submission of offer, commitment and performance of contract, insurance, transportation, all kind of tax, duty and levy expenses. Starting from the tender of the work until the accomplishment of the work, all the insurance, transportation, all kinds of tax, duty and levy expenses that will arise from the submission of the bid to the conclusion of the contract and the conduct of the work undertaken, and the expenses calculated on the basis of the contract price shall be covered by the Bidder.

TPIC will be responsible of the payment of the Tender Commission Stamp and the Stamp Duty.

**25.2.** Other expenses that are included in the bid price

##### **25.2.1.**

**I.** Labour cost that will be calculating on the basis of duration of work, number of staff and the relevant legislation:

The workmanship fee that will be calculated as per the relevant legislation by taking into consideration the duration of the work and the number of the personnel:

a) It is entirely responsibility of the Bidder the amount shall be determined by the Bidder.

**b)** Depending on the work in progress, if it is determined as necessary, TPIC may request the Bidder to employ sufficient number of staff on public holidays, weekends and religious holiday. The Bidder is obliged to pay to its staff all kinds of labour receivables that will arise pursuant to the relevant provisions of the Labor Code within this framework. The Bidder shall not claim an additional fee from TPIC.

**II.** Food, transportation, and clothing expenses:

**a)** Food Expenses: Food expenses pertaining to the Bidder's personnel shall lie on the Bidder and are included in the bid price.

**b)** Transportation Expenses: All expenses and expenditures, which will be made by the Bidder's personnel to arrive at and return from TPIC's work site, are included in the bid price. The Bidder shall, on its own, provide the vehicle(s) necessary to transport the Bidder's personnel, food and cleaning supplies and the material to prepare food to the work site and the Bidder shall not claim any rights against TPIC in this regard. The responsibility to provide or rent vehicles shall

lie on the Bidder. The Bidder shall, on its own, cover and pay all personnel transportation expenses and transportation service fees that will occur while performing the work constituting the subject matter of the contract; and since this fee is included in the contract price, the Bidder is not entitled to claim any additional fee from TPIC.

- c) Clothing Expenses: All clothing expenses pertaining to the Bidder's personnel shall be covered in kind by the Bidder and are included in the bid price.

### **III. Expenses for materials:**

All expenses of the materials are included in the bid price, which will be used in the work subject to the tender and that are required to be provided by the Contractor and that are referred to in the Technical Specifications and in their annexes.

### **IV. Other expenses:**

The costs and expenses pertaining to all the materials, equipment and services referred to in the Technical Specifications and required to be provided by the Bidder, and all the costs and expenses that have an effect on the employment of the personnel and on the conduct of the work constituting the subject matter of the contract, shall be covered by the Bidder.

- V. All kinds of taxes (excluding VAT, Stamp Duty and Tender Commission Decision Stamp), duties, levies and similar expenses payable as required by the relevant legislation during the implementation of the contract, and all the labor rights and receivables and training, travel, transportation and all kinds of insurance expenses (if it is necessary to arrange an insurance) pertaining to the personnel to be employed by the Bidder, and all expenses pertaining to any papers, documents and legal permissions necessary to be received and obtained and related to the conduct of the work with the exception of the ship and ship project work permits to be obtained from the General Directorate of Mining and Petroleum Affairs (MAPEG) and the Ministry of Energy and Natural Resources (ETKB), and all expenses necessary for the work to be performed in compliance with the Technical Specifications, and any similar expenses are included in the contract price. TPIC is exempt from Value Added Tax (VAT) for operations in Petroleum Exploration and Seismic. The invoices should be prepared within this context.

- VI. The Captain's, the Crew's and the employees' all supplies' expenses, workmanship and all other costs, taking into consideration the matters mentioned in the Technical Specifications as well, shall be covered by the Bidder. The entire maintenance and repair of the hull, machinery and equipment of the ship shall be provided by the Bidder, except in the cases stated otherwise, in this Service Procurement Contract. All insurances related to the ship, and all the duties and fees directly related to the flag and/or registration of the ship shall lie on the Bidder. All the expenses pertaining to the shipboard, cabins, engine room storages, water, dispersants, firefighting foam expenses, and the expenses for the ropes necessary in line with the ordinary ship purposes in order to anchor along the port shall be covered by the Bidder. All kinds of fumigation certificates needed in the ship shall be provided by the Bidder, and their fees shall be paid by the Bidder. All the consular fees pertaining to the Captain, the Employees and the Crew, and the customs and import duties that may arise at any given time in relation to the personal belongings of the Captain, the Employees and the Crew shall be under the responsibility of the Bidder. All kinds of responsibilities and liabilities for the supplies in the storages and for other matters provided and/or paid by the Bidder shall lie on the Bidder, and recourse shall be taken to the Bidder for all the amounts paid or compelled to be paid by TPIC or its representatives in respect of these responsibilities and liabilities.

- VII. In case it is found that the Captain, the Employees and the Crew are involved in smuggling and/or trafficking, the Bidder shall be responsible and liable for all kinds of financial guarantees, all penalties, fines, taxes and other sanctions.



**25.2.2.** Short-term insurance premium rates shall be specified.

The work accident and occupational disease insurance premium rate (Insurance Risk Premium Rate) is specified as 2% by the Turkish Social Security Institution (SSI), for the personnel to be employed in the work constituting the subject of the tender.

**25.3.** In case of an increase in the expense items included in the above articles (25.1 and 25.2) or in case new similar expense items occurs, the bidder price is deemed to include the share that will cover such increases or differences. The Bidder is not entitled to claim any rights and receivables, asserting such increases or differences.

**25.4.** TPIC is exempt from Value Added Tax (VAT) for operations in Petroleum Exploration and Seismic. The invoices should be prepared within this context.

**25.5. Expenses not included in the bid price**

**25.5.1.** As stated by the Technical Specifications, if it is necessary for the Bidder's chaser and/or support ship to enter and anchor a port upon the assignment of TPIC, the port entrance and exit fees and the anchorage fees shall additionally be paid by TPIC. TPIC shall review the entrance, exit and anchorage fees; and if TPIC finds an expense in excess caused by or arising from the Bidder, such amount in excess shall not be paid to the Bidder by TPIC.

**25.5.2.** As stated by the Technical Specifications, all the fuel needs shall be met by TPIC as long as the Bidder's chaser and/or support ship is used in service of TPIC.

**ARTICLE 26- BID BOND**

**26.1 Bid Bond**

Required.

**26.1.1.** The Tenderers shall provide bid bonds either in Turkish or English 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 bid bond must be valid for 30 days after the tender date.

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

**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 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 the bid bonds could be both in Turkish or English.

**27.4.** The cash guarantees other than the Bank Letters of Guarantee must be furnished to our account numbers:

Bank Name : T.VAKIFLAR BANKASI, ANKARA KURUMSAL MERKEZ ŞUBESİ

Account Name: TPIC

IBAN : TR91 0001 5001 5804 8000 4164 88 (USD)

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

**27.6.** The guarantees received by TPIC 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 will also be enclosed to the tender letter.

#### **ARTICLE 29– RETURNING BID BONDS**

**29.1.**The bid bond is returned after the bidder who is awarded with the contract submits the performance bond. On condition that the contract is signed by the bidder who is awarded with the contract, the other bidders' bid bonds will be given back.

### **IV - MATTERS CONCERNING EVALUATION OF BIDS AND CONCLUDING THE CONTRACT / PURCHASE ORDER**

#### **ARTICLE 30– RECEIVING AND OPENING THE BIDS**

**30.1.** The bids shall be submitted to TPIC (the office where the bids shall be submitted to) until the deadline time of submitting bids indicated in this Tender Document hereby.

**30.2.** The following procedure shall be applicable for receiving and opening the bids by the Tender commission;

**30.2.1.** The number of bids submitted until the deadline time of submitting bids shall be written into a minute by the Tender commission (and it shall be announced to the participants if participants are allowed in Article 3f) 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 Bidders are complete, and the tender letters and the bid bonds, if any, are in compliance with the described procedure. The Bidders whose documents are deficient or whose tender letters and bid bonds, if any, are not in compliance with the described procedure shall be written into a minute.

**30.2.4.** If the participants are allowed (Article 3h) the Bidders 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 BIDS**

**31.1.** In evaluation of the bids, it shall firstly be decided that the bids of the Bidders whose documents are deficient or whose tender letters and bid bonds, if any, are not in compliance with the procedure pursuant to Sub-Article 30.2.3 of this Bidding Document hereby shall be disqualified from the evaluation process.

**31.1.1.** In the event that the documents that must be submitted within the tender envelope as per this Bidding Document and the annexes that must be provided pursuant to the related legislation are not furnished by the Bidders TPIC shall not have such deficient documents and annexes thereto completed.

**31.1.2.** However,

- a) 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 for the requirements that must be met statutorily in respect of the bid bonds, if any, and tender letters, the documents to remedy such lack of information;
- b) 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 except for the compulsory factors that these documents must bear in the documents submitted by the Bidders and issued other authorities, agencies or persons shall be completed within the due time.

**31.1.3.** If the documents submitted by the Bidders within the period provided in respect of completing the lack of information are issued on a date later than the date of procurement, these documents shall be accepted if the Bidder evidences that he meets the requirements of participation as of the date of procurement.

**31.2.** The bids of the Bidders whose documents are complete and whose tender letter and bid bond, if any, are in compliance with the procedure as a result of the first review and these procedures shall be evaluated in detail.

**31.2.1.** The bids submitted as below mentioned conditions shall be **rejected**:

- **Bids that are not in a closed envelope,**
- **Envelopes without signature and stamp,**
- **Bids** submitted **after the deadline time** of the procurement,
- The tender letters **without bid bond** and tender letters with bid bond but do **not conform** to the rules stated in this Bidding Document (if bid bond requested).
- Bids having insufficient validity period.
- **Bids including MORE THAN ONE proposal, (Unless alternative bids are accepted according to article 21)**

**31.2.2** It shall be checked whether the capacity of the Bidders is in compliance with the qualification criteria and bids are in accordance with the conditions specified in the Tender document at this stage. The bids of the Bidders that do not comply with the said requirements shall be disqualified from evaluation.

**31.2.3.** 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 Bidders at the final stage.

**31.2.4.** 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 disqualified. On the other hand the errors occurred in general total price shall be corrected by the Tender Commission and the Bidder can not object the corrected price.

**31.2.5.** The Bidder shall be liable to notify written up the given date of the aforesaid notification whether s/he accepts the corrected tender or not. In the event that the Bidder notifies that s/he does not accept the corrected tender or does not reply within this duration, then the tender shall be disqualified from evaluation and the bid bond, if any, furnished shall be registered as income.

## **ARTICLE 32– REQUESTING THE BIDDERS TO CLARIFY THEIR BIDS**

**32.1.** TPIC may request the Bidders to explain their bids with regard to unclear technical, commercial and/or administrative points in order to review compare and evaluate the bids upon the demand of the Tender commission.

**32.2.** This clarification shall not be requested to change the tender price or to comply the defective bids with the requirements indicated in the tender document, and shall not be used to this effect.

**32.3.** The request for clarification of TPIC and the replies of the Bidder to this request shall be made in writing.

**32.4.** The Bidders who fail to submit sufficient clarification shall not be taken into consideration.

**ARTICLE 33 – FREEDOM OF TPIC TO REJECT ALL BIDS AND CANCEL THE PROCUREMENT**

**33.1.** TPIC shall be free to reject all bids and cancel the procurement upon the resolution of the Tender commission. TPIC shall not have any liability due to the cancellation of all bids.

**33.2.** In the event that the procurement is cancelled, the situation shall immediately be notified to all Bidders in writing.

**ARTICLE 34 – DETERMINATION OF MOST PROPER TENDER**

**34.1.** The Bidder shall be awarded with the contract by the Tender Commission after determination of most proper tender in terms of price, quality and other conditions.

**34.2.** Following the evaluation of the bids 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 in accordance with their revised offers until the price equality is broken.

**34.4. APPLICATION OF PRICE ADVANTAGE IN FAVOR OF DOMESTIC BIDDERS**

N/A

**ARTICLE 35- AWARD OF THE PROCUREMENT**

**35.1.** The Bidder that submits most proper tender shall be awarded with the contract as a result of evaluation made according to the provisions of this Bidding Document hereby.

**35.2.** The Tender Commission shall make its resolution with reasons thereof and submit to TPIC Officer for approval.

**ARTICLE 36– APPROVAL OF THE PROCUREMENT AWARD**

**36.1.** TPIC shall check whether the Bidder who is awarded with the contract is prohibited from taking part in the procurements through the Public Procurement Authority prior to approval of TPIC Officer and annex the document to this effect to the procurement award.

**36.2.** TPIC Officer shall approve the procurement or cancel the award with the reasons thereof.

**36.3.** The procurement shall be deemed valid if the award is approved, and invalid if it is cancelled by TPIC Officer.

**ARTICLE 37– NOTIFICATION OF FINAL PROCUREMENT AWARD**

**37.1.** The result of the procurement shall be notified to all Bidders including the Bidder that is awarded the contract / purchase order that submit bids for the procurement in written.

**37.2.** TPIC reserves the right of ordering all or a part of the materials or to divide the order to one or more Bidders or to give up awarding the Contract.

**ARTICLE 38– NOTIFICATION OF CONTRACT / PURCHASE ORDER**

**38.1** The notification will be made to the awarded Bidder in writing.

**38.2.** The Bidder shall be liable to sign the contract or confirm the purchase order by providing the performance bond within ten (10) days following the notification date of this invitation.

#### **ARTICLE 39– PERFORMANCE BOND**

**39.1.** The Bidder that is awarded the contract / purchase order shall be liable to provide performance bond at an amount corresponding to not less than 6% (six percent) of the procurement price that will be before concluding the contract / purchase order. The governing language of bid bonds could be in Turkish or in English. The validity of the Performance bond should cover 90 days after the contract validation period.

**39.2.** Performance bond can be furnished as cash guarantee by Bidder.

**39.3** The duration of the performance bond should cover at least a three month period more starting from the completion of the work.

**39.4** Additional performance bond: On works where payment for price difference is foreseen, the value which will be paid as price difference, when and if there is an increase in work, additional performance bond at a rate of 6% of the increased value will be taken.

**39.5** After the Buyer determines that the Work has been performed in accordance with the provisions of the Contract and Tender Documents, and if the Seller does not have any outstanding debt to the Buyer due to this work, for domestic bidders after the presentation of both the no tax debt document and no debt document of social security premiums concerning this work, the performance bond and the additional performance bond, if any, shall be returned to the Seller. Otherwise, the performance bond will be seized.

#### **ARTICLE 40– DUTY AND RESPONSIBILITY OF THE BIDDER IN CONCLUDING THE CONTRACT / PURCHASE ORDER**

**40.1.** The Bidder that is awarded with the contract shall be liable to sign the contract or confirm purchase order by providing the performance bond within the period as stipulated under Article 39.3 of this Bidding Document hereby. The bid bond, if any, shall be returned following the submittal of required performance bond.

**40.2.** Furthermore, the Bidder that does not conclude a contract or not confirm the purchase order according to the applicable procedures apart from force majeure even though the said Bidder is awarded the contract shall be prohibited to participate in any procurements held by all public authorities and bodies as stipulated in the relevant Law for a period between 6 (six) months and 2 (two) years as per Article 58 of Law No. 4734. Besides, the bid bond, if any, of the Bidder that is awarded the contract shall be recorded as income without sending a protest letter and judgment by a court.

#### **ARTICLE 41 – NOTIFICATION TO THE SECOND MOST PROPER BIDDER**

**41.1.** In the event that the Bidder that is awarded the contract does not provide the performance bond or not sign the contract or not confirm the purchase order, then the contract / purchase order may be concluded with the second most proper Bidder if approved by TPIC Officer. In this case, it shall be checked whether the second most proper Bidder is prohibited or not. The second most proper Bidder shall be liable to sign the contract or confirm P/O by providing the performance bond within the period as stipulated under Article 39.3 of this Bidding Document hereby. The bid bond, if any will be returned following the submittal of required performance bond.

- 41.2.** The said Bidder shall be notified in accordance with the provisions of Article 38 of this Bidding Document hereby.
- 41.3.** In the event that the second most proper Bidder does not sign the contract or not confirm the purchase order, the bid bond, if any, of the said Bidder shall be registered as income, and the procurement shall be cancelled.
- 41.4.** Furthermore, the Bidder that does not conclude a contract / purchase order according to the applicable procedures apart from force majeure even though the said Bidder is the second most proper Bidder the performance bond of the Bidder shall be registered as income however shall not be prohibited from participating in any procurement held by all public authorities and bodies as stipulated in the relevant Public Law.

**ARTICLE 42– DUTY AND RESPONSIBILITY OF TPIC IN CONCLUDING THE CONTRACT / PURCHASE ORDER**  
**N/A**

**ARTICLE 43– CONCLUDING THE PROCUREMENT WITH CONTRACT / PURCHASE ORDER**  
The contract / purchase order prepared by TPIC in accordance with the conditions specified in the bidding document shall be signed by TPIC and the Contractor or the confirmation of purchase order is received.

**V – MATTERS CONCERNING IMPLEMENTATION OF CONTRACT / PURCHASE ORDER**

**ARTICLE 44- PLACE AND TERMS OF PAYMENT**

- a) Payment will be effected in 30 days and invoices will be prepared monthly.

**ARTICLE 45- ADVANCE PAYMENT AND CONDITIONS**

No advance payment will be given.

**ARTICLE 46- TERMS OF PRICE DIFFERENCE PAYMENT AND CALCULATION**

No price difference will apply.

**ARTICLE 47- DATE OF WORK COMMENCEMENT AND COMPLETION (DELIVERY OF GOODS)**

- 47.1.** The chaser vessel must be in Turkey ports and start to work in 19<sup>th</sup> of December 2023 at 00.01 o'clock and the support vessel must be in Turkey ports and start to work in 1<sup>st</sup> of January 2024 at 00.01 o'clock.
- 47.2.** The work will be finished in 18<sup>th</sup> of March 2024 at 23.59 o'clock for the chaser vessel and the work will be finished in 31<sup>th</sup> of December 2024 at 23.59 o'clock for the support vessel.

**ARTICLE 48– CASES AND CONDITIONS FOR EXTENSION OF DURATION**

- 48.1.** Force majeure in the contract shall apply.
- 48.2. Intentionally left blank.**
- 48.3.** Any other cases which are unforeseeable or beyond the control of the parties shall be subjected to TPIC's approval which is not unreasonably withheld.

**48.4.** Furthermore, in the event that TPIC does not fulfill the contractual 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 TPIC upon the request by the Contractor provided that this hinders the performance of the contract / purchase order and the Contractor does not have sufficient power to eliminate the hindrance, and TPIC shall extend the time for a part of or whole work according to the nature of the work.

**ARTICLE 49-INCREASE OR DECREASE OF WORK**

TPIC may increase or decrease of the work up to **%100 (a hundred percent)** after agreement by the parties.

**ARTICLE 50-LATE DELIVERY CHARGE**

**50.1 Late Delivery:**

As regulated in the contract.

**ARTICLE 51- APPLICABLE LAW AND SETTLEMENT OF DISPUTES**

**51.1.** As regulated in the Contract.

**ARTICLE 52- INDEMNIFICATIONS**

As regulated in the Contract.

**ARTICLE 53- LIMITATION OF LIABILITY**

As regulated in the Contract.

**VI - MISCELLANEOUS PROVISIONS**

**ARTICLE 54**

**54.1.** For the work subject to the tender, the TPIC is not governed by the Public Procurement Law No. 4734 and the Public Procurement Contracts Law No. 4735, with the exception of their provisions regarding penalties and prohibition of participating in tenders. TPIC is free to make or not to make the tender and is free to award or not to award, in whole or in part, the work subject to the tender.

**54.2. a)** In case TPIC mandatorily makes a payment to the Bidder's personnel or third parties, for reasons such as labor wages (salary, wage, overtime wage, bonus payment, severance and notice pay, etc. labor rights) for whatever reason and/or due to the matters such as premiums, taxes and funds relevant thereto and/or for reasons such as work accidents and occupational diseases, the Bidder Firm is obligated to immediately repay these amounts to TPIC on a recourse basis. Otherwise, such amounts shall be collected from the Bidder's progress billings. If the progress billings remain insufficient, such amounts shall be collected through conversion of the letter of guarantee/performance bond into cash. Furthermore, in the event that a personnel of the Bidder files a lawsuit against the TPIC or the Bidder or against TPIC and the Bidder together, under the claims for salary, wage, overtime wage, bonus payment, severance and notice pay, etc. labor rights and due to the matters such as premiums, taxes and funds relevant thereto, the amount litigated shall be set off against the Bidder's progress billing, or if the lawsuit is filed in part, the amount corresponding to the entire principal receivable shall be set off against the Bidder's progress billing. In case the lawsuit is accepted partly, the amount remaining from the amount set off shall be paid to the Bidder just after the lawsuit becomes final. In case the lawsuit is dismissed, the entire amount set off shall be reimbursed to the Bidder just after the lawsuit becomes final. The amount, for which the Bidder's progress billings remain insufficient, shall be collected through conversion of the letter of guarantee/performance bond into cash.

**b)**As per the Turkish Social Insurances legislation and any legislation related to laborers and employers, the entire responsibility for the payment of labor rights, etc. shall lie on the Bidder, and TPIC shall not be responsible in respect of these matters. In case of penalties, fines and indemnities with which TPIC will encounter in this regard, such penalties, fines and indemnities shall be collected from the Bidder's progress billings, and if the progress billings remain insufficient, through conversion of the Bidder's letter of guarantee/performance bond into cash.

**c)**The Bidder shall be responsible for any possible debts to the Turkish SSI (Social Security Institution), Tax Offices, etc. public institutions and organizations and private persons and companies due to the work subject to this service.

**d)** No payment shall be made to the local Bidder until such time as the Bidder submits to TPIC the certificate indicating that the Bidder has no outstanding tax liability and the certificate indicating that the Bidder has no social security premium debt under the SSI Regulations.

**e)**The Bidder is obliged to ensure the occupational safety at TPIC's work site in compliance with the regulations and in accordance with the occupational safety rules.

**f)**The Bidder is liable for any accidents that may occur in and around the chaser and/or support ship and for the consequences of those accidents. The Bidder is obliged to take and implement preventive measures in order for such accidents not to occur. The entire responsibility and liability shall lie on the Bidder in this regard.

**h)** In case of a change in the places of duty assigned to the chaser and/or support ship relevant to the tender, the Bidder shall continue performing its service without claiming any extra fee.

<b>No</b>	<b>Description of Service</b>	<b>Unit</b>	<b>Quantity</b>
<b>1</b>	CHASER VESSEL SERVICE FOR THE R/V "BARBAROS HAYREDDİN PAŞA"	Day	91
<b>2</b>	SUPPORT VESSEL SERVICE FOR THE R/V "BARBAROS HAYREDDİN PAŞA"	Day	366