

## ADMINISTRATIVE SPECIFICATIONS

### Article 1-) PARTIES

Headquarters and the field organization of Eti Maden İşletmeleri Genel Müdürlüğü shall be referred to as “Entity”, company who submit bid shall be referred as “Bidder” and the bidder who is awarded the contract shall be referred as the “Contractor” herein after.

### Article 2-) TENDER INFORMATION

Work;

Description: **Zirconia Based Refractory Bricks and Mortars**

Quantity : **It is specified at Technical Specifications**

Delivery terms and location : **DAP Kırka Work**

Delivery period : **The delivery term will be 200 (two hundred) calendar days for all materials in the scope of the technical specifications, as of the date of signing of the contract.**

Tender;

Procedure: **Open Tender**

Place : **Eti Maden İşletmeleri Genel Müdürlüğü, Tender Floor (Şehit Hayati Yoncalık Saloon, 12<sup>th</sup> floor)**

Date (deadline date) : **29.11.2018**

Time (deadline time, with local time): **11.00 a.m.**

Bid;

Validity date (including tender date) : **26.02.2019**

Submission address: **Eti Maden İşletmeleri Genel Müdürlüğü,  
Ayvalı Mah. Halil Sezai Erkut Cad. Afra Sok.  
No:1/A 06010 Etlik-Keçiören/ANKARA/TURKEY**

Validity date of the bid bond (including tender date): **28.03.2019**

Related Personnel;

Name, surname, title: **Hacer ALVER**

Phone number: **(312) 294 20 00 / 2985**

Entity;

Name: **Eti Maden İşletmeleri Genel Müdürlüğü (Satınalma Dairesi Başkanlığı)**

Address: **Ayvalı Mah. Halil Sezai Erkut Cad. Afra Sok. No:1/A 06010 Etlik-Keçiören/ANKARA/TURKEY**

Phone : **(312) 294 20 00**

Fax : **(312) 294 22 45 or (312) 229 21 32**

e-mail : **haceralver@etimaden.gov.tr**

Internet address : **www.etimaden.gov.tr**

Bank information: **T.C Ziraat Bankası A.Ş Ankara Kurumsal Bankacılık Branch,**

**for USD (IBAN : TR 780001001745377122455002)**

**for EUR (IBAN : TR 510001001745377122455003)**

Other issues: Specified in the Technical Specifications.

**Article 3-) DEFINITIONS**

The terms explained below shall have the corresponding meanings herein after;

- a) Order Letter: Written document and its annexes notifying the bidder of the awarding of the contract and instructing execution of the subject work of the tender.
- b) Contract: Written agreement executed between the Entity and the contractor and/or the order letter and annexes signed and approved by the contractor in procurement of goods or services.
- c) Delivery: Delivery of the goods, material or service under the terms and conditions of the Entity on the basis of delivery type stipulated in the contract and/or the order.
- ç) Alternative Bid: Submission of products with different technical specifications, which fulfill the minimum specifications and requirements stipulated in the technical specifications of the subject goods of the tender, by the same bidder as an option to the technical specifications in addition to the original bid.
- d) Plant Management: **Kırka Boron Works**
- e) Bid in Electronic Format: the bid letter and other annexed documents to be sent in electronic format, bearing a secure electronic signature, through the electronic notification addresses of the parties, with necessary arrangements made on the data-processing systems of the Entity so as to ensure that they can only be seen by the Tender Commission on the tender date and time; provided that it is stated in the tender documents that the bid letter and annexed documents will be presented in electronic format.

**Article 4-) SUBMISSION OF THE BIDS**

- 4.1 Bids shall be submitted in sealed envelopes. The envelope shall bear the deadline date, time for bid submission and the wording “**Zirkonya Esaslı Refrakter Tuğla ve Harç Teklifidir**” along with the name, surname or trade title and clear address of the bidder, and the adhesive part of the envelope shall be signed over the corporate seal of the company. The bids should be received at the bid submission address before the deadline time.
- 4.2 Delays in mail shall not be taken into consideration. Late submitted bids will not be evaluated and the bid envelopes shall be returned without being opened.
- 4.3 No additional information can be provided by the bidders after the deadline of bid submission, unless requested by the Entity. The submitted bids cannot be withdrawn or amended for any reason whatsoever during their related validity period.
- 4.4 Alternative Bids:  
Alternative bids cannot be **submitted**.
- 4.5 Partial Bids:  
Partial bids cannot be **submitted**.
- 4.6 Bids in electronic format:  
Bid in electronic format cannot be **submitted**.

**Article 5-) PREPARATION OF THE BIDS**

- 5.1 The bidder shall submit a bid bond issued in the currency of the bid for a value of minimum **3%** of the bid price to be determined on the basis of the “Delivery terms and location” in **Article 2** along with the bid. The bid bond shall be issued in the form stipulated in **Article 16**.

- 5.2 Bids shall be prepared in English in conformity with the specifications and the annexes and shall be presented together with Turkish translation approved by the legal authority. The bids shall be presented in Turkish and English and the Turkish text shall be taken as the basis in the event of there being a contradiction between these.
- 5.3 Bids shall be submitted in a sealed envelope bearing the name, surname/trade title of the bidder, clear address for notification and the name of tender and the envelope shall bear the signature and the corporate seal of the bidder on the adhesive section. Envelopes not in conformity with these requirements shall be recorded with an official report and shall not be taken into evaluation.
- 5.4 It must be specified in the bid letter that the tender documents have been read and accepted; the offered price must be written in letters and in figures conforming to one another; and the bid letter must be free of deletions and erasures and must be signed by authorized personnel with the name, surname or trade title being written.
- 5.5. Origin of the subject material of the bid shall be stipulated clearly in the bid or with the date of manufacture or production shall be provided for machinery or similar materials.
- 5.6 The fact that the Technical and Administrative Specifications have been read and accepted in full shall be stated in the bid.
- 5.7 The items of the specifications and annexes shall be answered in full and in the same sequence.
- 5.8 The bidder shall present drawings, brochures and or catalogs of the material offered, if available along with the bid. Moreover, in the event of there being specific issues related with storage, safety, use, shipment and maintenance of the offered materials, the bidder shall confirm that explanatory documents shall also be provided with the material.
- 5.9 The bidder shall state in the bid whether A.TR or EUR certificates can be presented along with other shipping documents.
- 5.10 A certificate and Turkish translation thereof shall be submitted with the bid to evidence that the bidder is registered at a Chamber of Commerce or Industry or an equivalent institution in his country. Said certificate should be issued in the country of the bidder in the year of the tender and should be presented in original or as a notarized copy or copy certified by the Turkish Consulates or the Turkish Ministry of Foreign Affairs or by the Chamber of Industry or Commerce.
- 5.11 Authorized signature specimen, issued in the year of the tender and containing the signatures of the signatories who are authorized to sign and make correspondences on behalf of the bidder shall be presented in original or as a notarized copy or copy certified by the Turkish Consulates or the Turkish Ministry of Foreign Affairs.
- 5.12 In the event of Bidders having representations in Turkey, a letter of authorization or a notarized copy thereof shall be presented along with the bid so as to indicate that said representatives are authorized to realize all kinds of correspondences and negotiations and quote prices.
- 5.13 In the event of a joint venture, the joint venture statement shall be filled and presented with the bid by the bidder (Annex-1).
- 5.14 In the event of the bidders having partnerships and/or holding shares in legal persons, partnership share statement shall be filled and presented with the bid by the bidders (Annex-2).
- 5.15 Receipt evidencing that the tender document has been purchased shall be presented with the bid.
- 5.16 Bids may be prepared by the agents of the bidder who are registered in Turkey pursuant to the Turkish legislation. In this case,

- a) certificate issued in the year of the tender and notarized in the country of the bidder or certified by the Turkish Consulates or the Turkish Ministry of Foreign Affairs to evidence that the agent is authorized to prepare bids and sign the bids and/or proforma invoices on behalf of the bidder
  - b) signature specimen circular which is indicated valid and actual
  - c) certificate issued in the year of the tender, evidencing that the agent is registered at a Chamber of Commerce or Industry or Chamber of Tradesmen and Craftsmen in Turkey, in original or as a notarized copy must be presented with the bid.
- 5.17 All costs related with preparation and submission of the Bids shall be borne by the bidder. Entity cannot be held responsible in any way whatsoever for the costs undertaken by the bidder, notwithstanding the course and result of the tender.

## **Article 6-) ISSUES RELATED TO TENDER PARTICIPATION**

- 6.1 Excluded persons:  
Persons specified below can under no circumstances take part in tenders, either directly or indirectly or as subcontractors, whether on their own behalf or in the name of others:
- a) Persons who are prohibited from participation in the public tenders either temporarily or permanently pursuant to provisions of Public Procurement Law and other regulations by sentence of administrations or court decision, as well as persons convicted of crimes in the scope of the Antiterror Law No. 3713 of 12/4/1991 or of organized crimes or the crime of bribing public officials either in its own country or a foreign country
  - b) The contracting officers of the Entity and persons assigned to boards having the same authority.
  - c) Those who are assigned to the task of preparation, execution, conclusion and approval of all procurement proceedings of the Entity relating to the subject of the tender.
  - ç) Spouses, blood relatives up to the third degree, in-law relatives up to the second degree, as well as adopted children and adopting parents of the persons mentioned in paragraphs (b) and (c).
  - d) The partners and the companies of the persons mentioned in paragraphs (b), (c) and (ç); (except for joint stock corporations of which said persons are not on the board of directors or of which said persons do not hold more than 10 % of the capital).
  - e) Companies which are under the body of Entity or institutions such as foundations, associations, unions, funds incorporated in or related to the Entity, regardless of the purpose of their establishment.
  - f) Those included in the scope of article 2 of the Law No. 2531 on Actions Prohibited for those resigned from Public Offices, dated 02.11.1981.
  - g) Those who have been found guilty of fraudulent bankruptcy by the relevant authorities,
  - h) Bidders from the countries set out by the Board of Ministers,
  - i) Contractors providing consultancy services for tendered work (in the same manner, the contractors of the subject work of the tender cannot participate in a tender for the consultancy services of the same work.)
- 6.2 a) Bidders participating in the tender despite the fact that they are in the scope of “Excluded Persons” defined under **Article 6.1** shall be excluded from the tender and their bid bond shall be foreclosed as income. If it is determined after the decision of the commission that the bidder who is awarded the contract has participated in the tender despite the fact he is prohibited, the bid bonds will be foreclosed as income. In

this case, the contract may be signed with the second bidder or the tender may be cancelled.

b) In the event of that it is understood that the contractor is prohibited after signing of the contract with one of the participants of the tender as a result of the prohibition not being determined, the performance bond and the supplementary performance bond, if any, will be foreclosed as income and the contract will be terminated unilaterally by the Entity and the related provisions of **Article 21** will be applied.

**6.3 Prohibited acts and conduct:**

The following acts and conduct are prohibited during tender proceedings:

- a) To conduct or attempt to conduct procurement fraud by means of fraudulent and corrupt acts, promises, threats, unlawful influence, undue interest, corruption, bribery or other actions,
- b) To cause confusion among bidders, to prevent participation, to offer agreement to bidders or to encourage bidders to accept such offers, to undertake actions which may influence competition or the tender decision,
- c) To issue or use fake documents or securities or to attempt to do so,
- ç) In exclusion of alternative bids being permitted, submission of more than one tender by a bidder on his own account or on behalf others, directly or indirectly, in his own name or by proxy,
- d) Participating in the tender although it is stated in **Article 6.1** of this Specification that they cannot.

Decision of prohibition from tenders of all Public Institutions and Establishments shall be issued against those committing prohibited acts or conduct depending on the nature of the act or conduct.

- 6.4** Furthermore, those who are determined by the Entity as having committed actions which are in breach with the work or professional conduct during the works which were realized within five years before the tender date for the Entity shall be excluded from the tender.

**Article 7-) OPENING OF THE BIDS**

- 7.1. Bids will be opened on the date and time and at the address specified under **Article 2**. Bidder or authorized representative may be present during opening of the bids. Those absent cannot object to the tender procedure and the conclusion.

**Article 8-) PRICE**

- 8.1 Bid prices shall be submitted in American Dollars or EURO currency.
- 8.2 Bids shall be prepared so as to show the material unit price, and shall be quoted on the basis of the "Delivery terms and location" specified under **Article 2**.
- 8.3 Quoted prices shall be provided in figures and letters. Bids with prices deleted or corrected will not be taken into evaluation
- 8.4 Expenses such as local freight charges in the bidder's country, packaging, etc. shall be included into the bid price.
- 8.5 The evaluation of the bids submitted in American Dollars and EURO currency shall be made by the translation into Turkish Lira according to forex buying announced on date of the tender by the Central Bank of Turkey.

**Article 9-) EVALUATION OF THE BIDS**

Following principles shall be applicable in the evaluation of the bids;

- 9.1 Economically most advantageous bid is determined on the basis of the lowest quotation. But, in cases where it is impossible to determine the economically most

advantageous bid on the basis of lowest quotation and in case of provision of non-price factors in the technical specifications, commission shall determine the economically most advantageous bid and the second bid, if any, on the basis of factors other than price such as operation and maintenance costs, cost effectiveness, efficiency, quality and technical parameters as well as operation life and amortization, warranty period, operation unit consumables, maintenance–repair costs and periods with due consideration of the features of the subject work or service of the tender.

9.2 The tender commission may require written clarifications from bidders to the bids on ambiguous issues for use in examination, comparison and evaluation of the bids. However, said clarification can under no circumstances be required or made with the aim of changing the price of the bid or correcting bids that do not comply with the conditions of the tender documents.

9.3 A decision shall be reached on exclusion of the bids that are determined as not being in conformity with the bid bond and bid letter procedure in the evaluation of the bids. However, in case that the documents are incomplete or there is omission of insignificant information, provided that these deficiencies do not affect the substance of the bid, the Entity shall request the bidder in writing to furnish these missing documents or information in a time period designated by the Entity. Bidders failing to furnish said missing documents or information in the designated period shall be excluded from the evaluation.

After this first evaluation and procedures, the bids of those bidders who are determined as being complete and whose bid bonds conform to the procedures shall be subject to a detailed evaluation.

In this phase, it shall be checked whether there are any arithmetical errors in the bids submitted by the bidders. In case of any arithmetic errors being determined in the multiplications or additions in the bid prices, said arithmetic errors shall be corrected by the tender commission ex officio, on the basis of the unit prices offered by the bidders. The bid price calculated through this correction shall be considered the actual bid of the bidder. The bidder shall be confirmed whether it accepts the corrected bid or not by a protocol carried out in the presence of commission or in writing within five days following the date of the notification. In case of request of Entity, the bidder shall be notified by fax or electronic mail provided that confirmation in writing whether it accepts the corrected bid or not. In the case that the bidder refuses signing the protocol of corrected bid or does not declare its accepting of the corrected bid within the given time period the bid will be excluded from the evaluation and the bid bond shall be foreclosed as income.

9.4 Bids shall be valid in their original form when opened. Bids shall not be accepted after expiry of bid submission period. Discount offers made spontaneously by the bidders after opening of the envelopes by tender commission shall not be accepted.

However,

- in the event of the same price being quoted by several bidders submitting the lowest bid
- in the event of determination by the tender commission that the prices are high providing that related reasons are specified

the tender may be concluded by the commission on lowest price basis with an open discounting process between the respective bidders in the first case and between all bidders in the second case without interrupting the negotiations.

Moreover, the tender commission may conclude the tender by sending a notice to the bidders and requesting a second bid in a sealed envelope or in the event of submission

of bid in electronic format by requesting a discount in electronic format or by means of an open discounting process on lowest bid price basis when deemed necessary.

**Article 10-) VALIDITY PERIOD OF THE BIDS**

The bidder shall present the bid conformity with the validity period specified in **Article 2** and shall not change his bid price in said period. Moreover, the bidder shall not be entitled to withdraw and to turn away his bid for any reason whatsoever in said period.

**Article 11-) CONCLUSION OF THE TENDER AND ORDER PLACEMENT**

- 11.1 Subsequent to serving of an order notice within the validity period of the bid and considering of notification request stated in the bid, the bidder shall present the receipt evidencing payment of the stamp duty stipulated in **Article 15** is paid along with a proforma invoice, performance bond and other guarantees, if requested, within the period designated by the Entity.
- 11.2 The order letter and its all annexes sent to the bidder shall be signed and sealed by the bidder and shall be returned to the Entity within the stipulated period, and said documents shall constitute a contract.
- 11.3 In the event of failure of the bidder who is awarded the contract in fulfilling the liabilities stipulated in **Article 11.1 and 11.2** above or not completing the order for other reasons attributable to the bidder, the bid bond of the bidder who is awarded the contract shall be foreclosed as income without the need to make a notice in writing or further action. Moreover, the provisions of the Public Procurement Law on prohibitions and fines will be applied against the bidder. In this case, Entity shall be entitled to award the contract to the second advantageous bid owner or terminate the tender.
- 11.4 In the event of placement of the order by the Entity at the bidder of second advantageous bid and failure of the bidder of the second advantageous bid in fulfilling the liabilities stipulated herein above or not completing the order for other reasons attributable to himself, the bid bond of the bidder of the second advantageous bid shall be foreclosed as income without the need to make a notice in writing or further action. Moreover, the provisions of the Public Procurement Law on prohibitions and fines will be applied against the bidder. The bond amounts foreclosed as income shall not be deducted from the amounts due by the bidders or from the losses.
- 11.5 Conclusion of the tender shall be announced to the all bidders who submitted the bid for the tender.

**Article 12-) INSURANCE**

Insurance coverage for the materials to be procured from the designated loading location until the final unloading point shall be provided by the Entity with all related insurance costs being borne by the Entity.

**Article 13-) PAYMENT**

- 13.1 Advance payment shall not be made for this work scope.
- 13.2 **Payment shall be made for 100% through a confirmed/non-confirmed/revocable/irrevocable letter of credit which shall be paid at 10 % of the total order price upon presentation of the shipping documents correctly and at 90 % of the total order price upon the acceptance based on results of the tests and/or analysis made by Entity.**

13.3 Acceptance of other payment methods (against documents and/or goods) shall be subject to the option of the Entity.

13.4 In the event of presence of an agreement on prevention of double taxation between the bidder's country and Turkey, the corporate tax to be paid in service procurements shall be deducted by the Entity from the Contractor. Said tax amount shall be returned to the Contractor by the Turkish Ministry of Finance against the documents issued by the Entity.

**Article 14-) SHIPMENT**

14.1 Unless it is arranged otherwise in the specifications and annexes, Incoterms rules published by the International Chamber of Commerce and being in force shall be applicable. The provisions of the specifications and annexes shall be valid in the event of any contradiction.

14.2 The date of shipment of the goods and shipment details shall be notified to the Entity by the contractor at least 1 (one) month prior to the shipment.

**Article 15-) STAMP DUTY AND AWARDING STAMP**

15.1 Stamp duty and awarding stamp incurred upon placement of the order pursuant to the laws in force in the Entity's Country shall be borne by the contractor.

The stamp duty and awarding stamp amount shall be **1,517%** of the total order price, which shall be deposited or transferred to the bank account of the Entity specified in **Article 2** upon notification of the order, and the related receipt shall be sent to the address of the Entity stipulated in **Article 2**.

15.2 The contractor shall not include stamp duty and awarding stamp amount as separate item in the bid

**Article 16-) GUARANTEES**

16.1 Values acceptable as guarantee are presented herein below:

a) Cash guarantee;

Guarantee amount deposited or transferred in cash in the currency of the bid to the bank account of the Entity specified in **Article 2** with all bank transfer and commission costs being borne by the bidder.

b) Letter of Guarantee;

1) Letters of guarantee issued by Turkish banks and Turkish participation banks.

2) Letters of guarantee issued by foreign banks licensed to operate in Turkey pursuant to the related legislation.

3) Letters of guarantee issued by banks or participation banks operating in Turkey, based on the counter-guarantee of banks or similar credit institutions operating outside Turkey.

Letters of guarantee shall be required to be presented in Turkish language or accompanied by their certified Turkish translation. The Turkish version shall be applicable in the interpretation of the document when submitted with its Turkish translation.

c) Guarantees may be exchanged with other values that are acceptable as guarantee.

16.2 Bid Bond;

a) The Bidders shall present a bid bond in the currency of their bids for minimum **3%** of the bid price along with their bids. Validity period of the bid bond should be at least thirty (30) days longer than validity period of the bid. The date on which the validity of the bid bond shall expire shall be determined by the Bidder in a way that it is not earlier than the date specified in **Article 2**. In case of extension of the bid



validity period, period of the bid bond shall also be extended on pro rata basis. Bids submitted with non-conforming bid bonds shall be excluded by the Entity on the grounds of failure in fulfilling the requested participation conditions.

b) The receipt evidencing depositing of the guarantee shall bear the name of the subject work of the tender along with the wording to indicate that it has been deposited as a bid bond amount. Bid bond or the receipt of the bid bond shall be presented with the bid. The bids without a bid bond shall not be taken into evaluation.

c) Bid bonds of the economically most advantageous bidder and second advantageous bidder will be kept, and bid bonds of the other bidders will be returned.

ç) Bid bonds shall be returned after signing of the contract with economically most advantageous bidder.

d) Bid bonds that are presented as bank letter of guarantee will be returned to the related bank. However, the bank letters of guarantee may be returned to the bidders or their authorized representatives if a written request is made and documents to be required by the Entity being presented.

#### 16.3 Performance Bond;

a) The bidders shall state clearly in their bids that they accept to submit a performance bond issued in the currency of their bid for a value of **10%** of the total order (contract) price after being notified of the order letter.

b) The bidder shall be required to submit the performance bond in the period designated by the Entity.

c) The performance bond shall be issued for an unlimited period. However, limited bank letters with automatic period extension may be accepted.

ç) Performance bonds that are issued in breach with the related legislation will not be accepted.

d) The performance bond and the supplementary performance bond if any will be returned by the Entity upon fulfillment of the liabilities by the contractor in full and it is determined that there are no amounts due to the Entity for the related work, following expiry of the warranty term.

#### 16.4 Supplementary Performance Bond:

As supplementary performance bond will be required in the event of an increase occurring in the contract price due to increase in the work amount, supplementary performance bond will be received at a rate which will be equal to the performance bond received with values accepted or will be covered by deduction from the progress payments due to the contractor. Supplementary performance bond will be subject to the provisions specified in **Article 16.3**.

#### 16.5. Letter of Guarantee for Advance Payment;

Letter of guarantee for advance payment shall not be required under this work scope.

#### 16.6. Guarantee for Performance

Guarantee for performance shall not be required under this work scope.

#### 16.7 Guarantees shall be issued to the name of 'Eti Maden İşletmeleri Genel Müdürlüğü, and shall be sent to the address of the Entity specified in **Article 2** with all related costs being borne by the bidder.

#### 16.8 Guarantees received by the Entity can under no circumstances be subjected to attachment and temporary restraining order.

#### 16.9 The guarantees foreclosed as income cannot be deducted from amounts payable by the bidder/contractor or from losses and damages.

**Article 17-) FINES**

- 17.1 Excluding force majeure conditions, in the event of delay of the contractor in delivery or the Contractor requesting a period extension for delivery due to causes attributable to the Contractor, which can be considered as an excuse, and acceptance of said request by the Entity, an additional period shall be granted subject to a fine at a rate of **0.07% of the price of the delayed goods** for each calendar day of delay. Provisions of **Article 21** shall be applicable in the event of continuation of the same situation at the end of said notice period.
- 17.2 In the event of the contractor delivering the materials in a way that does not conform to the specifications or failing to achieve the guaranteed performance values in the technical specifications, the Entity shall grant a suitable period extension for settlement of the problem in conformity with the specifications and the bid subject to a fine at a rate of **0.07% of the price of the delayed goods** for each calendar day of delay, unless it is stipulated otherwise in the technical specifications. Provisions of **Article 21** shall be applied in the event of continuation of the default or failure in remedy of the problem at the end of said period.
- 17.3 The imposed fine amount shall be paid promptly by the contractor. Otherwise, the fine shall be deducted from the performance bond. A period that is to be designated by the Entity shall be granted to the Contractor for completion of the deducted portion of the performance bond. If the performance bond is not completed prior to expiry of this period, the contract will be terminated and procedures will be applied pursuant to provisions of **Article 21**.

**Article 18-) FORCE MAJEURE**

- 18-1 Events acceptable as force majeure conditions are listed herein below;
- a) Restrictions on import or export by competent authorities,
  - b) Natural disasters such as fire, flood, earthquake,
  - c) Announcement of partial or general mobilization,
  - ç) Strike,
  - d) General epidemics,
  - e) Embargo,
  - f) Determination of occurrence of an extraordinary event which could not be foreseen and which cannot be prevented, and acceptance by the Entity as a force majeure.
- 18.2 In the event of occurrence of one or more force majeure events, causing failure in fulfillment of the issues stipulated in the contract by the parties, a period shall be granted until the end of said events for fulfillment of the contractual liabilities. Any of the parties shall be entitled to terminate the contract if said event shall continue for a period in excess of one month, in which case the parties shall not be entitled to claim the losses from the other party.
- 18.3 Excluding subparagraph (f) of **Article 18.1**, the party who cannot fulfill the contract requirements shall promptly notify the situation to the other party with an official document, indicating the beginning and ending dates, to be issued by the highest ranking civil office of the location or by the Chamber of Commerce.

**Article 19-) PRICE DIFFERENCE**

The contractor shall not be entitled to a price difference in any way whatsoever subsequent to signing of the contract until the commitment is completed.

**Article 20-) TRANSFER OF THE CONTRACT**

The contractor shall not be entitled to transfer the liabilities extending from the works undertaken either partially or completely to third persons without the written consent of the Entity.

**Article 21-) TERMINATION OF THE CONTRACT**

- 21.1 Excluding provisions that entitle the Entity to terminate the contract unilaterally without giving a period and sending a notice, in the event of failure of the Contractor in fulfilling the liabilities extending from this specification and the contract either completely or partially, in a timely and proper manner in exception of force majeure conditions, or violation of the contract provisions, **max. 100 ( a hundred ) calendar days** shall be given to the contractor for fulfillment of the liabilities or remedy of the inefficiency or violation. The fines specified in this specification and the contract shall be applied in during this period. The agreement shall be terminated unilaterally without requiring granting of a new period or issuance of a protest or warning in the event of the failure in fulfillment of the liability or remedy of the inefficiency or violation of the contract.
- 21.2 In the event of the Contractor notifying that his withdrawing from his commitment, the contract shall be terminated unilaterally without a notice being served or period being granted to the contractor.
- 21.3 Contract shall be terminated unilaterally in the event of bankruptcy or insolvency of the Contractor.
- 21.4 Consequences of Termination;
- 21.4.1 In the event of unilateral termination of the contract and cancelation of the order by the Entity for any reason whatsoever, including contract provisions entitling unilateral termination without granting a period or issuing a notice, the performance and bid bonds and performance guarantees, if any, shall be foreclosed as income as a penalty condition and the termination shall be notified to the Contractor in writing by registered return mail promptly.
- 21.4.2 Losses incurred by the Entity due to termination of the contract will be collected from the contractor pursuant to the general provisions.
- 21.4.3 Contractor shall not be entitled to any profit losses, compensation or any other claims as a result of termination of the contract for any reason.
- 21.4.4. Contractor's debt cannot be deducted from Income recorded as income.

**Article 22-) SETTLEMENT OF DISPUTES**

- 22.1 All disputes extending from these specifications and the contract requirements shall be settled finally by three arbitrators to be appointed pursuant to the "International Chamber of Commerce Conciliation and Arbitration Regulations". Disputes shall be settled strictly according to the Turkish substantial law. Arbitration shall be conducted in Ankara in Turkish language pursuant to Turkish Procedural Law.
- 22.2 In the event of the Bidder stating that conducting of the arbitration in Ankara in Turkish language pursuant to Turkish Procedural Law is not acceptable, the arbitration shall be conducted in English outside Bidder's country in France or Switzerland with the other conditions of **Article 22.1** remaining unchanged.

**Article 23-) PACKAGING**

- 23.1 The following conditions shall be applicable for packaging unless it is stipulated otherwise in the technical specifications.

23.2 Goods shall be packed appropriately for international land, sea and air transportation so as providing protection against damages etc. factors during the shipment until the final destination. The contractor shall be responsible for the damages and losses occurring due to packaging defects.

**Article 24-) MARKING**

If the material shall be packed, the internal and external marking of the packages shall be realized in conformity with the requirements of the Entity.

**Article 25-) SUPERVISION**

Entity shall be entitled to purchase services from the related independent supervision establishments engaged in activities in the related field, providing that this does not result in a delay in importation and exportation processes. As the Entity shall have necessary controls realized by the supervision company in terms of monitoring conformity of the goods or services accordance with the technical specifications, the contractor shall assist the Supervisor company and provide the required environment for this purpose.

**Article 26-) CUSTOMS TARIFF CODES (H.S. CODE)**

The H.S. numbers of the goods shall be stipulated in the bid.

**Article 27-) CANCELLATION OF THE TENDER**

The Entity shall be entitled to terminate the tender unilaterally at any time from tender commencement until signing of the contract, and the bidders shall not be entitled to object said decision of the Entity in any way whatsoever. The bidders shall not be entitled to any compensation claims under damages or profit losses based on thereof.

**Article 28-) NOTIFICATION**

- 28.1 The bidder shall provide address for notices, e-mail address, telephone and fax numbers clearly in the bid. Changes in said address are required to be notified in writing to the address of the Entity specified in **Article 2**. Otherwise, all notices sent to the address stipulated in the bid shall be construed as being served duly.
- 28.2. Notifications and declarations to be made by the Entity shall be sent by fax or electronic mail or presented against signature. The notices to be sent by fax or electronic mail shall be sent by registered and reply paid letter or cargo additionally.
- 28.3. The communication date for the notifications made by fax or electronic mail shall be the date of notifications. Notifications by electronic mail shall be made to a convenient electronic registered e-mail address belonging to the parties, if any, or to the e-mail address specified by the parties.
- 28.4 Notifications and declarations for joint venture shall be made pilot partner/coordinator based on above principles.

**Article 29-)** This tender is in the scope of exemption pursuant to subparagraph 3(g) of the Public Procurement Law No. 4734, and shall not be subject to the Public Procurement Law no. 4734, excluding provisions on penalties and prohibition from tenders. The Entity shall be free in its decision whether to conclude the tender or not.

**Article 30-) MISCELLANEOUS**

.....  
.....

**Article 31-)** These specifications consist of **31 articles** including this article.

Annexes:

- 1- Joint Venture Statement (1 page)
- 2- Partnership Share Statement (1 page)

## JOINT VENTURE DECLARATION

Procurement register number:

We have entered into a private joint venture in order to submit joint tender to .....tendered by **ETİ MADEN İŞLETMELERİ GENEL MÜDÜRLÜĞÜ** and perform and prosecute the work after concluding the contract if we are awarded the contract. If we are awarded the contract, the joint venture agreement shall be notarized and submitted to the Contracting Entity before the contract is concluded. Pilot partner of our joint venture shall be *[name of the pilot partner]* until the completion of work.

If we are awarded the contract as a result of the joint tender that we submit, we hereby declare, accept and guarantee that the contract shall be signed by all partners and our partner indicated as the pilot partner shall have the full power to act for and on behalf of our joint venture in respect of all issues concerning the contract, and that each of us shall be jointly and successively liable for performing the works and commitments within the subject and scope of the contract that will be concluded as well as fulfilling the obligations arising from the contract and undertaken by our joint venture, and that we shall not leave the private joint venture that we have established, otherwise, **ETİ MADEN İŞLETMELERİ GENEL MÜDÜRLÜĞÜ** shall be authorized to terminate the contract and register the performance bond as revenue, and that all communications and notifications to the pilot company shall be deemed to be made to our joint venture, the pilot partner and the remaining partners of the joint venture shall undertake all obligations and liabilities of the work including the performance bond in the events of death, bankruptcy, heavy disease, detention or imprisonment to the extent to limit the freedom or dissolution of any of the partners in the joint venture except for the pilot partner before the subject work is completed.

Item No.	Name of partner in the joint venture	Percentage of Share	Notification Address
1)			
2)			
3)			
..)			
n)			

PILOT  
PARTNER  
Signature

PRIVATE  
PARTNER  
Signature

PRIVATE  
PARTNER  
Signature

PRIVATE  
PARTNER  
Signature

PRIVATE  
PARTNER  
Signature

Revenue Stamp

\* The procurement register number shall be entered by the contracting entity before this Standard Form is attached to the tender document.

Standard Form – KIK028.0/M

## Joint Venture Declaration

**TO THE TENDER COMMISSION OF .....**  
**ANKARA**

Procurement register number:

*[I/ we]* hereby declare that *[I/ we]* am/are partner to the personal companies and hold more than half of the capital of the capital companies, the names/ trade titles and other particulars of which are written below. *[I/ we]* hereby agree and represent to notify any change in this situation.

*There is not any partnership and share that is required to be declared. [I/ we] hereby agree and represent to notify any change in this situation.<sup>1</sup>*

**DECLARATION OF PARTNERSHIP / SHARE**

Name/ Trade Title	
Partnership/ Percentage of Share	
Tax Identification Number	
Chamber of Commerce/ Industry/ Craftsmen	
Commerce / Craftsmen Register Number	
Address	
Postal Code	
Province / District	
Tel – Fax	
E-mail	
Web Site	

-- / -- / ----  
Name, Surname<sup>2</sup>  
Stamp of Company  
Signature

\* The procurement register number shall be entered by the contracting entity before this Standard Form is attached to the tender document.

<sup>1</sup> Only this section shall be written if there is not any partnership and/or share to be declared.

<sup>2</sup> This must be signed by the tenderer or the person authorized to submit tender. In the case of joint ventures (joint venture or consortium), the declaration shall be submitted by each partner separately.

Standard Form – KIK027.3/M  
Declaration To Be Given By Those That Will Participate In Procurement For Their Partnerships  
and/or Shares In Corporate Bodies