



ANKARA CHAMBER OF COMMERCE

TENDER SPECIFICATION ON

LEASE OF CONVENTION AND EVENT CENTER



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SECTION I- SCOPE OF TENDER PROCEEDINGS AND TENDERING

ARTICLE 1 – DEFINITIONS

In the implementation and interpretation of this specification, the following words, abbreviations and word groups used in the text of the Specification with capital letters are evaluated with the meanings assigned to them in this article.

"Ankara Chamber of Commerce" or "Contracting Authority": means the Ankara Chamber of Commerce, which owns the real property of Ankara Chamber of Commerce Convention and Event Center.

"Ankara Chamber of Commerce Convention and Event Center": means the whole of the building constructed as a convention, exhibition and event center, with its annexes, excluding ATO Duatepe Service Area, which is owned by Ankara Chamber of Commerce, and which is located at the address Söğütözü Caddesi No: 1/A, 06510 Çankaya, Ankara, and which is registered in the Çankaya Land Registry Directorate on Plot number 26246, Parcel number 1.

"ATO Duatepe Service Area": means an area which has been specified in the Architectural Project, and which consists of the areas that are located between the axes of a A-B/2-4 situated at the Level 10.80/882.80 and the axes B-C / 2-5, which are situated at the Level +16.20/888.20, and which is allocated free of charge for the use of the Contracting Authority continuously for the term of the contract.

"FF&E" : means all the furniture, fixtures and integral parts, accessories and equipment listed under Annex-7.

"Tenderer": means domestic or foreign legal entities and joint ventures that bid on the tender.

"Tender Commission": means the commission formed by the members of the Board of Directors of the Ankara Chamber of Commerce to fulfill the necessary procedures regarding the lease of the real property subject to the tender. The member of Board of Directors of the Ankara Chamber of Commerce, who chairs this commission, will be referred to as the **"Commission Chairman"**.

"Specification": means this specification with all its annexes ..

"Draft Lease Agreement": means the draft lease agreement attached to this Specification drafted for the lease of the building Ankara Chamber of Commerce Convention and Event Center, which is the subject of the tender.

ARTICLE 2- INFORMATION ON CONTRACTING AUTHORITY

Information on the Contracting Authority is as follows:

- a) **Name:** Ankara Chamber of Commerce
- b) **Address:** ATO Directorate of Procurement Söğütözü Mah. 2180. Cad. (Eski 2. Cad.) No.5/A 06530 Ankara
- c) **Telephone Number:** (312) 201 8107-11-77
- d) **Fax Number:** (312) 201 8118
- e) **To the attention of:** Directorate of Procurement

This Specification and the tender are not subject to other legislation related to public procurement.

ARTICLE 3 - INFORMATION ON THE SCOPE OF TENDER PROCEEDINGS

The scope of the tender is to lease of the **Ankara Chamber of Commerce Convention and Event Center**, which is built as a convention and event center, and which is owned by Ankara Chamber of Commerce, and

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which is included in Annex-1 with its copy of the title deed, TAKBİS registration and zoning information, and which is located at the address Söğütözü Caddesi No: 1/A, 06510 Çankaya, Ankara, and which is registered in the Çankaya Land Registry Directorate on Plot number 26246, Parcel number 1, if the parties agree and the Ankara Chamber of Commerce approves.

ARTICLE 4 – DATE OF TENDERING

The tender proceedings will consist of two stages. In the first stage, tenders will be obtained with the method of tendering with sealed envelopes. Then, the valid tenderers will be invited to tendering by the method of auction.

- a) **Address for the Submission of Tenders and Tender (Last Tendering) Date :** The tenderers, who will participate in the tender proceedings, must submit their tenders to the address Söğütözü Mah. 2180. Cad. (Eski 2. Cad.) No.5/A 06530 Ankara, and tenders must be delivered until **2:00 p.m. on March 08, 2021** (tender proceedings date) to the service building of ATO Directorate of Procurement in Ankara Chamber of Commerce. Tenders may be submitted by hand or sent via mail with return receipt requested to the directorate specified above until the date and time of the tender proceedings (deadline for tendering). Tenders that are not delivered to the Contracting Authority until the time of the tender proceedings (deadline for tendering) will not be evaluated.
- b) **Address of the Tender Proceedings: Söğütözü Mah. 2180. Cad. (Eski 2. Cad.) No.5/A 06530 Ankara.**

Tenders submitted after the date and time of the deadline will not be taken into consideration. Ankara Chamber of Commerce reserves all kinds of rights, including but not limited to postponing the date of tender proceedings, dates and hours of tendering, and making changes in these at its sole discretion, and establishing an online application and meeting instead of a physical meeting. In the event that the tender proceedings date are not within the business days as a result of a legal regulation to be issued later on, the tender proceedings will take place on the first business day following the date and at the same hour at the above-mentioned addresses. For the setting of time, the national time settings of Radio and Television Supreme Council of Turkey shall prevail.

ARTICLE 5 – SCOPE, PROCUREMENT OF DOCUMENTS OF TENDER PROCEEDINGS AND RELATED CLARIFICATIONS

The documents of tender proceedings consist of the following:

- a) Specification,
- b) Copy of TAKBİS Records (*Annex-1*)
- c) Draft Lease Contract, (*Annex-2*),
- d) Copy of Letter of Tendering (*Annex -3*)
- e) Copy of Provisional Tender Security (*Annex -4a*)
- f) Copy of Performance Security (*Annex -4b*)
- g) Form Stating the Documents of Tender Proceedings are Procured in Accordance with the Original Text (*Annex -5*)
- h) Form of Site Visit (*Annex -6*)
- i) FF&E List (*Annex -7*)
- j) Statement of Joint Venture (*Annex -8*)
- k) Statement Regarding the Tenderer is not Prohibited from Tender Proceedings (*Annex -9*)
- l) Architectural Projects (*Annex -10*)
- m) List of Architectural Sites (*Annex -11*)

Tenderers that wish to participate in the tender proceedings and to submit tenders are obliged to obtain the documents of tender proceedings at the address below.

- a) The place where the documents of tender proceedings may be obtained: **ATO Directorate of Procurement Söğütözü Mah. 2180. Cad. (Eski 2. Cad.) No.5/A 06530 Ankara**
- b) Cost of obtainment of documents of tender proceedings: **TL 5,000** (five thousand Turkish liras)

To obtain the documents, the Tenderers must pay the above-mentioned fee and sign the form, of which a copy is presented in Annex-5, stating that the documents are obtained. Any documents and instructions that may be issued later on by the Ankara Chamber of Commerce regarding the tender proceedings will be deemed an integral part of the documents of the tender proceedings.

The content of the documents of tender proceedings should be carefully examined by the Tenderer. The responsibility arising from not fulfilling the requirements regarding the submission of the tender belongs to the Tenderer. Tenders that do not comply with the criteria and formal rules specified in the documents of the tender proceedings shall not be evaluated. In the event that the Tenderer is not deemed qualified to participate in the tender proceedings or that the Tenderer is not awarded a contract or that the Tenderer voluntarily withdraws from the tender proceedings, the fee paid to the Contracting Authority for the Specification will not be refunded. The Tenderers accept that they will not make such requests.

ARTICLE 6 – NOTICES AND NOTIFICATIONS

Notice and notification are issued by express mail service (APS), by cargo or by hand by signature. However, on the condition that the e-mail address is specified in the form and/or in the letter of tendering stating that the obtainment of the documents of tender proceedings and that the notices issued to this address are accepted, it is possible for the Contracting Authority to issue notices via e-mail. For the notifications issued by express mail service (APS) or by cargo, the 7th day following the sending of the letter by express mail service (APS) or cargo, and for foreign Tenderers the 12th day is considered the date of notification. If the notification reaches the addressee prior this date, the actual date of notification is deemed as the date of notification.

The notices and notifications issued and sent to joint ventures by the Contracting Authority is issued to the leading partner in accordance with the above-mentioned principles.

SECTION II- Participation in Tender Proceedings

ARTICLE 7 – DOCUMENTS REQUIRED FOR PARTICIPATION IN TENDER PROCEEDINGS, QUALIFICATION CRITERIA AND SUBMISSION OF DOCUMENTS

The tender proceeding is open to all domestic and foreign legal persons and joint ventures that meet the qualification criteria. However, in the case of the successful Tenderer, which is awarded the contract, is to be a joint venture or a foreign legal person, the Tenderer concerned shall establish a corporation that is subject to the laws of the Republic of Turkey prior concluding the contract.

7.1 Documents Required for Participation in the Tender Proceedings

- a) The certificate of the chamber of commerce or chamber of industry or the relevant professional chamber where the person is registered in accordance with the laws (the certification stating that the legal person is registered in the chamber, which is obtained in the year of the first tender notice or of the tender proceedings);
- b) Signature statement or signatory circular stating that they are authorized for tendering;
- c) Trade Registry Gazette stipulating the latest status stating the partners, members or founders of the legal person and the officials in the management of the legal person,
- d) Letter of tendering in accordance with the standard form attached to the Specification;
- e) Letter of guarantee in accordance with the standard form regarding the provisional tender security stipulated in the Specification or for guarantees other than the letters of guarantee, receipts showing that they have been deposited into the relevant bank account of the Ankara Chamber of Commerce or the original of the security insurance policy;
- f) The qualification documents that are stipulated in Articles 7.2 and 7.3 of this Specification and that are issued in accordance with the provisions of the Specification;
- g) In case of participating in the tender proceedings by proxy, a notarized power of attorney, as well as a notarized statement of signature of the proxyholder, issued on behalf of the proxyholder, with clear authorization to participate in the tender proceedings;
- h) If the Tenderer is a joint venture, a statement of joint venture in accordance with the standard form in the annex of this Specification;
- i) The criminal record documents of the representatives of the managing body and the authorized signatories of the Tenderer obtained from the judicial authorities, provided that the criminal documents are obtained at the latest 1 month prior the date of tender proceedings;

If the Tenderer is a joint venture, it is obligatory that all partners in the venture submit the documents mentioned in paragraphs **a), b), c), g)** and **i)** above. However, unless otherwise stipulated, it is possible for other documents to be submitted only by the leading partner.

With regards to the foreign legal persons attending the tender, in the event that the substitute or the equivalent of any of the documents above does not exist in the relevant jurisdiction of foreign countries or foreign practice, it will -in terms of foreign companies participating in the tender proceedings- be at the sole discretion of the Contracting Authority whether the documents to be submitted pursuant to the this Article 7.1 will be deemed sufficient or not. For the avoidance of doubt, any documents to be submitted in this way is required to comply with the Article 7.4 stipulating the form of the documents' submission.

7.2 Documents Regarding Financial Capability

- a) Report issued and certified by a certified public accountant or an audit firm stating that the total paid-in capital of the Tenderer is at least TL 5,000,000 (five million Turkish lira);
- b) Financial statement and the balance sheet of the Tenderer for the year prior the year of the tender proceedings;
- c) Letters from the relevant tax office and social security institution stating that the Tenderer has no outstanding tax or premium debt;

Turkish versions of the documents are legally binding. English versions of the tender documents are solely provided for informational purposes only.

Financial statements and relevant balance sheets that the Tenderers will submit in accordance with this article shall satisfy the following criteria:

- The current working capital ratio (current assets/short-term liabilities) indicating whether the relevant firm has the necessary liquidity which is required to procure cash flow for particular periods and has the ability to pay its debts in short term (1-year) is required to be at least 0.75 (in calculating, the construction costs spreading over years shall be deducted from the current assets and the construction allowance incomes shall be deducted from the short-term liabilities.)
- The equity capital ratio (equity/total assets) indicating how much of the active assets are composed of equity is required to be at least 0.15 (in calculating, the construction costs spreading over years shall be deducted from the total assets.)
- The ratio of short-term bank debts to equity shall be less than 0.50.

The three criteria stipulated above shall be jointly satisfied.

Those who are not able to satisfy the above criteria in the previous year may submit the documents for the last two years. In such case, it will be assessed whether the qualification criteria has been met based on the average of the monetary amounts of the last two years.

In tenders of which the date of tender proceedings or the deadline of the submission is in the first four months of the year, those who have not submitted their documents of the previous year can submit their documents for the year before the last. Those not satisfying the qualification criteria with this documents can submit the documents for the two years before the last. In such event, it will be assessed whether the qualification criteria has been met based on the average of the monetary amounts of the years of which documents have been submitted.

In case the Tenderer is a joint venture, it is possible to submit the documents and satisfy the criteria mentioned above in paragraphs **a)** and **b)** listed under the Article 7.2 by any partners of the joint venture; however, the documents listed under the paragraph **c)** must be submitted by both leading partner and other partners.

7.3 Documents Regarding Technical Capability

- a)** Documents stating that the Tenderer **(i)** has been operating national or international convention, exhibition and similar event centers on its own behalf and account for at least the last 2 (two) years, and thus stating that the Tenderer **(ii)** has work experience in a total area of at least 3,000 m² (three thousand square meters), and other documents (such as title deed, rental agreement, etc.) showing that both of the conditions mentioned in parts (i) and (ii) of the Article are satisfied;
- b)** Quality Management System certification TS EN ISO 9001: 2000 or, for foreign legal persons, the equivalent of this document in their respective countries.

In the case the Tenderer is a joint venture, the documents mentioned above must be submitted by the leading partner.

7.4 Submission of Documents

- a)** All documents comprising the tender and their annexes and other documents shall be in Turkish. Documents submitted in another language will be deemed valid if submitted with a certified Turkish translation. In this case, the Turkish translation will be taken into consideration for interpretation of the tender or the document. Regarding the issuing and the approval of the translations, the regulations in the relevant Article of the Specification will be taken into consideration.
- b)** Tenderers must submit the original or notarized copies of the documents listed above in Articles 7.2, and 7.3. The copies of the Trade Registry Gazette will be approved by the Trade Registry Directorate with the statement "same as the original text" or their notarized copies shall be accepted.

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- c) Notarized documents must bear an annotation stating that they are in accordance with the original text, and the ones that have been approved by being seen the copy or photocopy of the original text and the ones that are bearing an annotation that inferred "the same as submitted" or a similar meaning shall not be considered valid.

i. Certification of documents issued in foreign countries by institutions other than the Embassy of the Republic of Turkey in foreign countries and certification of documents issued by Embassy of foreign countries in Turkey:

- a) The authenticity of the signature on the document, the title of the person signing the document, and, the seal or stamp on it, if any, must be confirmed by the certification process.
- b) Public Documents that are issued in the Contracting States of The Hague Convention Abolishing the Requirement of Legalization for Foreign Public Documents and are within the scope of Article 1 of this Convention, provided that the documents carry an "apostille", shall be exempt from the certification process of the Consulates of the Republic of Turkey or the Ministry of Foreign Affairs of the Republic of Turkey.
- c) Signature, seal or stamp on documents issued in foreign countries and not presented within the scope of an agreement or contract that does not carry the "apostille certification" or consist of special provisions regarding the certification procedure, must be approved by the Consulate of the Republic of Turkey in the country the documents were issued; or must be approved by the Embassy of the Republic of Turkey in the country the documents were issued and by the by the Ministry of Foreign Affairs of the Republic of Turkey respectively. The documents issued by a foreign country's embassy in Turkey must be approved by the Foreign Ministry of the Republic of Turkey.
- d) In the case of translation of the documents issued in a foreign language performed by a sworn translator in Turkey and is approved by a notary, further approval is not sought in such translation.
- e) Transactions cannot be established based on documents issued by honorary consulates.

ii. Presentation of documents regarding quality and standards:

The quality management system certificate, issued by certification bodies accredited by national accreditation institutions included in the International Accreditation Forum of Mutual Recognition Agreement or the accreditation bodies included in the International Laboratory Accreditation Cooperation on Mutual Recognition Agreement, must be submitted with the confirmation letter from the Turkish Accreditation Agency. These documents are exempt from certificate of authorization. The translation of these documents that are issued in a foreign language must be translated by certified translators in Turkey and must be notarized. For these translations, Ministry of Foreign Affairs of the Republic of Turkey is exempt from the process of certificate of authorization.

ARTICLE 8 – INELIGIBILITY TO PARTICIPATE IN TENDER PROCEEDINGS

The following persons and institutions cannot participate in the tender proceedings. If there is a Tenderer who participates in the tender proceedings by concealing one or more of the following conditions, the tender securities they have given to the Contracting Authority will be recorded as revenue and the Contracting Authority will have the right to commence to all kinds of legal proceedings against these persons and the recording of the provisional tender security as revenue does not hinder the possibility of commencing legal proceedings.

- a) Civil servants, other public officials, employees working in Ankara Chamber of Commerce or those who left their duties within two years prior the date of tender proceedings for whatever reason cannot participate in the tender proceedings.
- b) The same natural or legal person cannot make more than one application, the same natural person cannot make multiple applications on behalf of themselves and another natural and/or legal person in person or by proxy, and the same natural person cannot make more than one application by proxy.

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- c) In case of an application on behalf of a legal person, the members of the board of directors of the legal person and company officials cannot apply on their own behalf or by proxy. Otherwise, only the application of the legal person is accepted.
- d) Those who use fraud, duress, exert influence to capitalize from it or by other means of manipulation for bid rigging or using forged documents and those who attempt to do so cannot participate in tender proceedings.
- e) Those who cannot participate in the tender pursuant to Article 6 of the State Procurement Act numbered 2886 and those who are prohibited from participating in tender proceedings due to their actions in accordance with Article 85 of the same Act cannot participate in tender proceedings.
- f) Those who cannot participate in the tender proceedings pursuant to Article 11 of the Public Procurement Act numbered 4734 and those who are prohibited from participating in tender proceedings for the acts they have committed pursuant to Article 58 of the same Act cannot participate in the tender proceedings.
- g) Those convicted of crimes within the scope of the Anti-Terror Act numbered 3713 and dated April 12, 1991 or of organized crimes or those convicted for corruption of public officials in their own country or in a foreign country and legal persons, of which their members of the board of directors and their authorized signatories are convicted of disgraceful offenses such as embezzlement, extortion, theft, fraud, forgery, abuse confidence or fraudulent bankruptcy, cannot participate in tender proceedings.
- h) Pursuant to Article 26 of the Public Procurement Contracts Act numbered 4735, those who are determined to have committed the acts and behavior in Article 25 cannot participate in the tender proceedings.
- i) The partners and companies of those specified in subparagraphs (a), (d), (e), (f), (g) and (h) (except for corporations of which these persons are not assigned at the board of directors or do not own more than 10% of their capital).

Prior to the signing of the contract, the successful Tenderer that is awarded the contract, shall not go bankrupt, shall not be in liquidation, its works shall not be executed by the court, shall not file an application of concordat or somehow suspend its business or shall not be in a similar situation in its respective country according to its legislation. Otherwise, the Contracting Authority shall have the right to cancel the tender proceedings in terms of this Tenderer, and it will also be among the rights of the Contracting Authority to commence all kinds of legal proceedings and to register the provisional tender security obtained from the Tenderer as revenue.

ARTICLE 9 - SITE VISIT OF THE REAL PROPERTY SUBJECT TO TENDER PROCEEDINGS

It is the Tenderer's responsibility to provide all technical and other relevant information that may be required for a site visit of the real property subject to tender proceedings and its surroundings, to examine them, to draft the tender and to commit; and all expenses related to the site visit belong to the Tenderer.

By visiting the real property subject to tender proceedings and its surroundings; Tenderer has been informed about the terms and nature of the leasing business subject to the tender proceedings; it is deemed to have obtained all necessary information regarding risks, exceptional circumstances and other similar factors that may affect the tender.

If the Tenderer or their representatives shall want to site visit the real property subject to tender proceedings, the necessary permissions and adjustments to enter the real property and its additions shall be granted by the Contracting Authority. In the evaluation of the tenders, it will be accepted that the Tenderer has examined the real property subject to tender proceedings, its annexes and its surroundings, and drafted its tender accordingly. It is obligatory to submit a copy of the " Site Visit Document Form", as stipulated in paragraph (h) of Article 5, one copy of which shall be with the Tenderer and the other copy shall be with the Contracting Authority, stating that the Tenderer has examined the real property subject to tender proceedings, its annexes and its surroundings.

ARTICLE 10 - PERMISSIVENESS OF THE CONTRACTING AUTHORITY

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Ankara Chamber of Commerce is not subject to other legislation on public tender proceedings including but not limited to laws numbered 2886, 4734 and 4735, and it has full discretion and permissiveness to perform the tender proceedings or not, to award the contract to anyone, to determine the appropriate price, as well as to cancel and approve the tender proceedings partially or completely. The tender proceeding shall be deemed valid if approved by the Contracting Authority and deemed invalid if canceled. In any case, Tenderers are notified. Due to the cancellation of the tender, the tenderers shall not assert any claim to the Contracting Authority.

ARTICLE 11 – JOINT VENTURE

More than one legal person may submit tenders to the tender proceedings by forming joint ventures. The partners of the joint venture make partnership to do all the work together with the rights and liabilities. The joint venture must submit its statement of joint venture complying with the relevant annex of this Specification and indicating the leading partner together with its submission or tender. The partner having the majority shareholding in the joint venture must be appointed as leading partner. However, in joint ventures where all the partners have equal shareholding or more than one partner have equal shareholdings exceeding other partners' share proportion, one of such partners may be appointed as the leading partner. The share proportions of the partners shall be indicated in the statement of joint venture.

If the successful Tenderer is to be the joint venture, they will establish a new company in accordance with the partnership ratios stated in the statement of joint venture. Making any changes in the shareholding structure of the company to be established shall be subject to the permission of the Contracting Authority and any changes without the permission and actions resulting in the leading partner not having more share proportion than other partners -except for the force majeure- shall be deemed to be a reason for termination of the contract.

SECTION III- Preparation and Submission of Tendering

ARTICLE 12 – TENDERING

- a) Tenderers will submit their tenders over the annual leasing fee.
- b) Tenderers shall submit their tenders over the net price to be paid to the Contracting Authority, excluding taxes (VAT, withholding, etc.), duties, charges and any other withholdings.
- c) Tenders shall be issued for the work in whole, and partial tenders will not be taken into consideration.
- d) Tenderers shall submit their tenders in Turkish Lira. This currency will also be used for the payments of the contractual work.

ARTICLE 13 – FORM OF SUBMISSION OF TENDERING

The letter of tendering will consist of two envelopes inside each other and consist of the following information:

- a) **Inner envelope:** Only the "Letter of tendering" issued and signed by the Tenderer will be in the inner envelope. The [trade] name and notification address shall be written on the inner envelope and the places, that are glued, will be stamped and signed by the Tenderer and the inner envelope shall be put into the "Outer Envelope". The letter of tendering issued by the Tenderer shall be submitted in accordance with the letter of tendering annexed to the Specification.
- b) **Outer envelope:** In the outer envelope, a copy of each and every document of the tender proceedings, each page of it signed, shall be included, as well as each and every document shall be included, that is required for the Tenderers to participate in the tender proceedings and that is listed in Article 8 of the Specification, according to the form requirements stipulated in the Specification.
- c) **Time of Submission:** The tenders shall be delivered to the Contracting Authority (where the tenders will be submitted in accordance with the Specification) in exchange for the obtainments with order numbers until the time stipulated in the Specification. Tenders that are not delivered to the Contracting Authority by hand or by mail until the time specified above shall not be evaluated and shall be returned to the Tenderer without being opened. In joint ventures, the letter of tendering must be signed by all of the partners or by duly authorized persons. In case the tendering period is extended within the discretion of the Contracting Authority, all rights and obligations of the Contracting Authority and Tenderers, affiliated to the date and time of the first tendering, are deemed to be extended in relation to time period, until the determination of the new date and time of the tendering.
- d) **Validity period:** The validity period of tenders is 180 (one hundred and eighty) calendar days starting from the date of the tender proceedings. In case it is required, it may be requested from the Tenderer to extend the validity period of the tender, at most for the period specified above. The Tenderer may accept or reject this request of the Contracting Authority. The provisional tender security of the Tenderer shall be returned to the Tenderer that refuses the extension request of the Contracting Authority. The Tenderer that extended the validity period of its tender, without changing the conditions of the tender and the contract, ensures that his/her provisional tender security complies with the validity period of the tender that he/she has accepted. Requests and replies on this subject are issued in written form.
- e) **Expenses of Tendering:** The Tenderer is responsible for all transportation, insurance, tax, duties, fees and similar expenses that are anticipated in accordance with the relevant legislation or practice due to the implementation of the tender.

ARTICLE 14 – PROVISIONAL TENDER SECURITY

- a) **Provisional Tender Security:** Tenderers will provide a provisional tender security not less than 300,000 Turkish Liras (three-hundred-thousand Turkish Liras). The tender of the Tenderers who submit less than the specified amount of provisional tender security will be excluded from evaluation. If the Tenderer is a joint venture, the total provisional tender security amount must be covered by one or more of the partners, regardless of the partnership ratio or the tender price submitted regarding the parts of the work that require expertise. The validity period of the letters of guarantee submitted as provisional tender security must be issued to cover at least 180 days after the validity period of the offers. The tenders that are not submitted with an acceptable provisional tender security will be excluded from the evaluation by the Contracting Authority on the grounds that they do not meet the required conditions of participation.
- b) **Assets that can be accepted as provisional tender security:** The following can be accepted as provisional tender security:
- Turkish currency that is in circulation;
 - Letters of guarantee issued by banks;
 - Surety Bond.

If a letter of guarantee is submitted, the scope and form of this letter must comply with the standard form presented in the Addendum of the Specification. Letters of guarantee drawn up against the standard form are considered invalid. Tenderers cannot, under any circumstances, subject the tender securities obtained by the Contracting Authority to attachment or preliminary injunctions.

- c) **Submit of Provisional Tender Security:** Letters of guarantee and indemnity insurance policies are submitted to the Contracting Authority in an envelope with the tender. Guarantees other than letters of guarantee and indemnity insurance must be deposited at Ankara Chamber of Commerce Financial Affairs Directorate and the receipts must be presented in the tender envelope.

ARTICLE 15 – REFUND OF TENDER SECURITIES

The provisional tender security of the successful Tenderer and the second and third most advantageous tenderers shall be kept by the Contracting Authority after the tender proceedings are concluded. Provisional tender security of other tenderers are returned immediately. The provisional tender security of the successful Tenderer is returned upon the submission of the required performance security and the signing of the contract. In the case of the signing of the contract with the successful Tenderer, the tender securities of the second and third economically most advantageous tenderers are returned immediately after the contract is signed with the successful Tenderer. However, if the successful Tenderer does not sign the contract within 120 days after the contract is awarded, the tender securities of the second and third economically most advantageous tenderers will be returned after the 120-day period.

SECTION IV- Evaluation of Tenders and Conclusion of the Contract

ARTICLE 16 - OPENING AND EVALUATION OF TENDERS

The tenders shall be submitted to the Contracting Authority (where the tenders shall be submitted) until the time stated for submission of tenders in the Specification. The Tender Commission will apply the following considerations in obtaining and opening of tenders:

- The Tender Commission shall examine the tenders in the order of submission of tender envelopes. With the examination, it is inspected whether the envelopes have been issued in compliance with the provisions of the Specification. Envelopes that do not comply with them are recorded in the minutes and shall not be evaluated.
- The envelopes shall be opened by the Tender Commission in the order of submission. It shall be checked whether the documents of the tenderers are complete, and whether the tender securities are in conformity with the relevant procedures. Tenderers whose documents are incomplete or whose tender securities do not comply with the procedure shall be recorded in the minutes. At this stage, no decision shall be made on the rejection or acceptance of any tender. The documents constituting the tender cannot be corrected or completed.
- In the evaluation of the tenders, it shall be primarily decided to exclude the tenders of the tenderers whose documents were found to be incomplete or whose letters of tendering and provisional tender security were found to be ineligible in the first session.
- In case of incomplete information in the submitted documents, the Contracting Authority shall request in writing that the tenderer to furnish the incomplete information within the given period of time determined by the Contracting Authority, provided that absence of those do not alter the substance of the tender.
- Taking into account the nature of the documents that are requested to be furnished regarding the incomplete information, a maximum completion period of seven days, not less than two business days, is granted by the Contracting Authority. The tenders of those who do not complete the information within the specified period are not evaluated and their tender securities are recorded as income. The tenders of those who do not furnish the incomplete information in the given period of time shall be excluded from the evaluation and their tender securities shall be registered as revenue.
- In the case of the documents submitted by the Tenderers within the deadline for the furnishing of incomplete information are issued on a date after the date of the tender proceedings, these documents shall be accepted if the Tenderer proves that it meets the tender conditions as of the date of the tender proceedings. After the first evaluation and procedures, the tenders of the tenderers, whose documents are complete and whose tender securities are in compliance with the procedure, shall be evaluated in detail. The qualification criteria determining the capacity of the tenderers to do the work within the scope of the tender proceedings and whether the tenders comply with the conditions stipulated in the tender proceedings are examined. The tenders determined to be ineligible are excluded from the evaluation.
- Following this stage, inner envelopes are opened and letters of tendering are examined. The Tenderers whose letters of tendering are ineligible are excluded from the evaluation and those whose letters of tendering are eligible are listed in the order of the price.
- Upon the request of the Tender Commission, the Contracting Authority may request a clarification from the tenderers regarding unclear issues regarding the examination, comparison and evaluation of the tenders. The request of written clarification of the Contracting Authority is replied in writing by the Tenderer.

ARTICLE 17 - CONCLUSION OF THE TENDER PROCEEDINGS

a. Determination of the Most Economically Advantageous Tender

Turkish versions of the documents are legally binding. English versions of the tender documents are solely provided for informational purposes only.

In the event that there are more than two valid tenders as a result of the opening of the inner envelopes described in Article 16, the tenderer who submitted the lowest tender price shall be excluded from the evaluation. If there are two valid tenders, both tenderers shall be invited for negotiation. Tenderers being considered in this manner shall be invited to negotiate by the Tender Commission. The negotiation stage is performed where the tenderers are together at the same time under the procedure of auction at the place and time determined by the Contracting Authority.

The place and time of the auction is notified 3 days in advance to the tenderers who are eligible to participate in the auction. The Commission Chairman is authorized to determine the duration of the auction, the amount of the auction, the breaks during the auction and the whole operation. If the auction takes too long and if it is deemed necessary by the Commission Chairman, the auction may be terminated by obtaining the last tenders from the tenderers in a closed envelope. The highest tender to be offered in the auction will be considered the most economically advantageous tender in this auction.

b. Equal Tenders

In the event that more than one price tendered by Tenderers are the lowest tenders according to the evaluation having been made pursuant to the paragraph above, the most economically advantageous tender amongst the Tenderers in question shall be determined according to the following procedures and principles:

- i) The Tenderer whose place of operation has been the member of Ankara Chamber of Commerce for at least one year at the time of the tender notice or invitation date shall be prioritized.
- ii) If the evaluation to be made pursuant to paragraph i) does not break the draw, the Tenderer who is registered with the chamber of commerce and/or industry within the administrative boundaries of Ankara for at least one year at the time of the tender notice or invitation date shall be prioritized.
- iii) If the evaluation to be made pursuant to paragraph ii) does not break the draw, the Tenderer whose paid capital is the highest shall be prioritized.
- iv) If the evaluation to be made pursuant to paragraph iii) does not break the draw, the Tenderer whose work experience stipulated in the paragraph a) of the Article 7.3 of this Specification is the highest shall be prioritized.

In case the Tenderer is a joint venture, abovementioned conditions shall be evaluated only for the leading partner.

ARTICLE 18- CONCLUSION OF THE CONTRACT AND PERFORMANCE SECURITY

As of the approval of the tender decision, within 10 (ten) business days following the notification of this approval to the successful tenderer, the successful tenderer is invited to conclude the Draft Lease Contract. In the invitation letter, it is notified that the successful tenderer is to sign the contract by fulfilling its legal obligations within 10 (ten) business days following the date of the notification. For foreign tenderers and joint ventures, this period can be determined longer at the discretion of the Contracting Authority, taking into account the time needed for the establishment of a company. Prior to the signing of the contract, the performance security amount specified in the draft contract is submitted to the Contracting Authority. In the event that the successful Tenderer does not conclude the contract, the Committee notifies other Tenderers and invites them to conclude the contract, starting with the most economically advantageous one. The relevant provisions of the Specification shall apply to signing a contract with these Tenderers. If the successful Tenderer does not sign the contract for a reason that cannot be attributed to the Contracting Authority, his provisional tender security is recorded as revenue. This issue also applies to all other Tenderers invited to conclude a contract.

SECTION V- Miscellaneous

ARTICLE 19- OBLIGATIONS OF TENDERERS and CONDITIONS FOR TIME EXTENSION

Tenderers are obliged to act in accordance with ethical rules, laws and regulations and the Tenderers cannot claim or allege at any authority or institution that the area subject to the tender is defective. In addition, time extension can be given in the following cases:

- Natural disasters,
- Partial or general declaration of mobilization.

In the event of the above-mentioned situations, in order to give time extension to the Tenderers, the relevant situation must objectively prevent the Tenderer from fulfilling its commitments, and a written notification, with objective documents that can be presented, must be submitted to the Contracting Authority within 5 business days at the latest from the date of the event.

ARTICLE 20- SETTLEMENT OF DISPUTES

This Specification is subject to Turkish law and Turkish law will be applied to any dispute arising in the Specification.

The Parties shall settle all disputes and disagreements, arising from the Specification, affiliated with the Specification, under the Specification and in breach, termination or invalidity of the Specification, by arbitration in accordance with the Arbitration Rules ("**Arbitration Rules**") of the Union of Chambers and Commodity Exchanges of Turkey ("**TOBB**") that is in force at the date of submission of the request for arbitration. The arbitration process will be governed by the following rules:

- a) The arbitral tribunal will consist of three arbitrators appointed in accordance with the Arbitration Rules. One of the arbitrators will be chosen by the plaintiff and the other will be chosen by the defendant. The arbitrators chosen by the parties will together select the third arbitrator who will act as the chairman of the arbitral tribunal. If they cannot agree, the third arbitrator will be appointed by TOBB Court of Arbitration.
- b) The language of arbitration is Turkish. The seat of arbitration is Ankara, Turkey.
- c) The interim/partial/final decisions of the arbitral tribunal will be binding, final and enforceable for the parties of the arbitration proceedings and may be recognized, enforced and exercised by any court with jurisdiction over the party against which it will be exercised.

All costs of the arbitration proceedings, including reasonable attorney fees, will be borne by the losing party. In the event that the result of the arbitration is decided partially in favor of both parties, the related expenses will be divided between the parties *pro rata* to the rates they have been awarded .