



**ANTALYA ENERJİ ÜRETİM A.Ş.**

**TENDER ADMINISTRATIVE SPECIFICATIONS**

**1. SUBJECT AND METHOD OF HOLDING THE TENDER**

- 1.1. The machinery and equipment listed in the attached document, belonging to Antalya Enerji Üretim A.Ş. ("**Company**"), and located in the Power Generation plant in Antalya Organize Sanayi Bölgesi 2.Etap,TURKEY (*Antalya Organised Industrial Zone 2nd Part*) / Antalya,TURKEY shall be put out to auction ("**Tender**") and sold after the submission of bids by the sealed tender method on 01/ 03/ 2019, at 17 : 00 Hours at Antalya Organize Sanayi Bölgesi 2.Etap / Antalya,TURKEY followed by a public auction bargain to be held with the bidders of the highest bid submitted as sealed tender. The Company and the bidders shall hereinafter be jointly referred to as "Parties" and severally as "Party," while the bidder to whom the contract will be awarded shall be referred to as the "Buyer."
- 1.2. The subject of the sale to take place is the movable goods consisting of the machinery and equipment the type, model, character and other properties of which are indicated in the list annexed to the Specifications.
- 1.3. The Tender documentation may be viewed at Antalya Organize Sanayi Bölgesi 2.Etap / Antalya,TURKEY and may be obtained free of charge at the same address.
- 1.4. The estimated value of the machinery and equipment indicated in the annexed list is 1.750.000,-(*onemillionsevenhundredfiftythousand*) Euro.
- 1.5. The amount of the bid bond required to participate in the Tender ("**Bid Bond**") is 350.000,-(*threehundredfiftythousand*) TL
- 1.6. Using the format provided in the annex hereto ("**Letter of Tender**"), the price that is offered must be written legibly in figures and in letters, signed, and delivered at the address Antalya Organize Sanayi Bölgesi 2.Etap / Antalya,TURKEY by 01 /03/ 2019, at 17 : 00 hours which is the deadline for submitting the bids, in accordance with the procedure specified in the specifications, and a receipt evidencing delivery shall be obtained. Bids that do not conform to the above and those that are delivered after the specified date and time shall not be taken into consideration.
- 1.7. A single price must be offered in the bid for the machinery and equipment. Any bid offering separate prices for the equipment and machinery shall not be taken into consideration.
- 1.8. The offers shall be made as an advance payment amount and in Euro currency.



## **2. BID BOND AMOUNT**

2.1. The bid bond amount for the machinery and equipment has been indicated in Article 1.5 above. The bidders must submit their bid bond along with their bids in accordance with the procedure specified in Article 4.

2.2. As bid bond;

a) Turkish currency in circulation, or

b) Letters of guarantee issued by banks and private finance institutions in accordance with the sample attached hereto,

shall be accepted. In the case of joint ventures, the total bid bond amount may be covered by one or more of the partners regardless of their share ratio, or the bids submitted for the portions of the work that require expertise.

2.3. The bid bonds belonging to bidders who are not awarded the contract following the Tender shall be returned without interest within no later than 15 days following the end of the Tender; in the case that a cash guarantee was provided, such amount shall be transferred to the bank account indicated by the bidders, and bid bonds provided in the form of letters of guarantee shall be returned to the bidders' authorised representatives or proxies by hand against signature. The bid bond of the bidder to whom the contract is awarded shall not be returned, but deducted from the sale price.

2.4. The validity term of the letters of guarantee shall be no less than 60 (sixty) days following the bid date. If considered necessary by the company, the bidders may be required to extend the term of the guarantee following the Tender date.

## **3. THOSE ELIGIBLE TO BID**

Domestic and foreign real or legal persons and joint ventures may participate in the Tender.

## **4. DOCUMENTS TO BE SOUGHT IN THE TENDER FILE**

4.1. The bids shall be prepared as two inner envelopes inside a sealed outer envelope. The first inner envelope shall contain the Letter of Tender, and the second inner envelope shall contain the other documents necessary to participate in the Tender which are (i) receipt indicating that the bid bond was deposited, or the bank letter of guarantee, (ii) photocopy of ID Card and document indicating the notification address, or certificate of registration from the



trade registry belonging to the legal person, (iii) copy of notarised power of attorney for those participating in the Tender as proxy for another person, and the notarised signature circular for those representing a legal person, (iv) the Site Inspection Certificate, and (v) a copy of this Sales Specifications, the Sales Contract and its Annexes, each page of which is signed and the last page signed and sealed.

- 4.2. The first inner envelope shall contain a Letter of Tender conforming to the standard form attached to this Specifications document. The Letter of Tender shall be signed by those authorised to bid, and placed in the envelope, which shall be marked as "LETTER OF TENDER," and shall be signed and closed. Bids not complying with any of these, or those containing scratches, erasures or corrections etc. shall be rejected and considered as not submitted.
- 4.3. The two envelopes shall be placed in a third, outer envelope addressed as "**Antalya Enerji Üretim A.Ş. 01/ 03 /2019 tarihli Satış İhalesi**" (**Antalya Enerji Üretim A.Ş. Sales Tender dated .01/ 03 /2019**)" and bearing the name and surname / title, address, telephone and e-mail address of the bidder, which shall then be signed and closed.
- 4.4. Except for the original documents duly issued and approved by official bodies and corporations in Turkey, the bidders shall have to submit the original copies of the above documents, or, if notarised copies are requested, copies certified by notaries public as true copies. Documents issued in other countries shall have been certified by equivalent offices pursuant to that country's legislation, and shall have been legalised by the Turkish Consulate or Turkish Ministry of Foreign Affairs, or shall bear an apostille pursuant to the Hague Convention of 5 October 1961.
- 4.5. The legalisation of the documents issued in foreign countries other than those issued by the foreign representation offices of the Republic of Turkey, and documents issued by foreign countries' representation offices in Turkey shall confirm the authenticity of the signatures on the document, the capacity of the signatory of the document, and the authenticity of the seal or stamp they bear, if any.
- 4.6. The inner envelopes containing the Letter of Tender, belonging to bidders whose required documents and guarantee are not proper and complete shall not be opened, and shall be returned to them or their proxies without further processing, along with their other documents, and such bidders shall not be allowed to participate in the Tender.



- 4.7. The submitted bids may not be withdrawn for any reason. The Antalya time according to the Posta, Telgraf, Telefon (Turkish Post-PTT) or Türkiye Radyo ve Televizyon Kurumu (Turkish Radio and Television Corporation-TRT) shall be taken as basis in the time setting.
- 4.8. All documents and their annexes constituting the offer, and all other documents shall be in the Turkish language. Documents submitted in another language shall be considered valid only if accompanied by their notarised Turkish translations. In such case, the Turkish translation shall prevail in terms of the construction of the offer or the document, and in the case of any discrepancy between the submitted original documents and the Turkish translations.
- 4.9. Submission of a sealed bid and participation in the negotiation is not allowed after the Tender begins. At this point, no decision can be made regarding acceptance or rejection of any offer. The documents forming the offer cannot be corrected or completed.

## **5. VIEWING OF THE GOODS TO BE SOLD**

The machinery and equipment to be put out to tender may be viewed by making an appointment up to 1 day prior to the date of the last offer submission by sealed envelope.

## **6. TENDER PROCEDURE**

- 6.1. The offers submitted in sealed envelopes pursuant to the provisions specified herein shall be opened and evaluated by the Tender Commission within no later than 5 (five) days following the last bidding date. The bidders found eligible following evaluation by the commission shall be invited to the public auction within no later than 5 (five) days.
- 6.2. The public auction shall begin at the highest bid submitted at the sealed envelope phase.
- 6.3. The bidders submitting a sealed offer shall be obligated to be present (together with their authorisation documents) before the Tender Commission at the date, time and venue specified for the public auction bargaining. The Tender commission shall be authorised to make a decision based on the sealed offer in the case that the bidder submitting the sealed offer fails to be present.
- 6.4. In the event that the highest bid remains below the estimated value, a decision may be made to continue with the bidding by negotiated tender method between the three bidders that submitted the highest three bids during the public auction phase.



- 6.5. The bids submitted at the public auction shall be submitted to the Company's Board of Directors by the Tender Commission. The Company's Board of Directors shall make a decision based on the final bids made at the public auction, shall approve the Tender within no later than 10 (ten) days, and shall communicate the result to the bidders submitting a final bid. All of the bidders making a final bid shall be bound by their bids until such notification is made, and may not withdraw their bids. Otherwise, their guarantees shall be recorded as revenue.
- 6.6. The notification to be made pursuant to Article 6.5 shall be communicated in writing to the mail address submitted by the bidder in its application, by any one of the methods of delivery by hand, electronic mail, fax, registered mail with return receipt requested, Expedited Post (APS), or notification via notary public. The Company shall not be held responsible for the failure in service of the notices sent to such address due to the bidder's temporary or permanent absence at such address, or the bidder's failure to communicate any address changes to the Company in writing. In the event that the notice has not reached the bidder for such reasons, the notice shall be considered as made on the date on which the notice was delivered at the bidder's address, and the payment term for the sale amount shall commence on the following day. The bidders agree to provide a notification address within the boundaries of the Republic of Turkey even if they reside abroad, and that any notifications made to such address shall be considered valid, raising all legal consequences.
- 6.7. The Bid Bond amounts belonging to bidders whose bids were not considered suitable shall be returned to them within no later than 15 (fifteen) days following the conclusion of the Tender, as specified in Article 2.3.
- 6.8. It is essential that no changes are made to the tender document (in the Specifications and annexes thereto) after the tender invitation has been made. However, in the case that factual or technical flaws or shortcomings that may affect the preparation of the bids or the performance of the work are found or communicated in writing by the bidders, amendments may be made to the Tender documentation through addendum. The addendum relating to such changes, which constitutes a binding part of the Tender documentation, shall be delivered by hand against signature, or sent via registered mail with return receipt requested or by fax, to all of the bidders that have received the Tender documentation and have communicated their notification addresses to the Company, within no later than three days prior to the bidding deadline, to ensure that they are informed accordingly.



- 6.9. In the case that an additional period is required for the preparation of the offers due to the changes made through an addendum, the Tender date may be postponed by way of addendum for maximum 3 (three) days as a one-off only. In the event that an addendum is issued, the bidders who have submitted their bids prior to its issuance shall be offered the option of withdrawing their bids and submitting a new one.

## **7. PRINCIPLES TO APPLY DURING THE TENDER**

- 7.1. The following rules shall apply during the Tender to be held according to public auction procedure:

- The commission head shall make the necessary explanations regarding the Tender, and the Tender shall commence after it is understood that the procedures have been completed and the order of the Tender has been established.
- The amount of the bids to be made during the Tender must be 10,000.00 Euro and its multiples.
- Those bidding at the auction shall be bound by their bids unless a higher bid is made by someone else. The bidders may not withdraw the amount they have bid in the public auction.
- The name, surname, address and the amount of bid of the last bidder to withdraw from the Tender during the public auction shall be written on the Tender decision, which shall then be signed by the relevant bidder. In the case that such bidder refrains from signing, this shall also be indicated.
- The contract shall be awarded to the bidder of the highest bid as a result of the bids submitted. Bids shall not be accepted after the last bid is received.

## **8. VALIDITY OF THE BIDS**

The bids must be valid for no less than 60 (sixty) calendar days following the deadline of bidding with sealed envelope method. Letters of Tender indicated as valid for a shorter period shall not be taken into consideration.

## **9. FEES AND EXPENSES**

- 9.1. The payment of all kinds of taxes, duties, fees and other expenses relating to the Tender shall be the bidder's responsibility. The sales price is VAT exclusive.



- 9.2. All expenses related to the preparation and submission of the bids shall be borne by the bidders. The bidder shall make no claims under any name whatsoever against the Company regarding any expenses it has incurred to prepare its bid. In the event that the Tender is cancelled by the Company at any stage, the bidders shall make no claims against the Company for the compensation of their expenses.

## **10. METHOD OF PAYMENT**

- a. After the contract is awarded to the bidder, the bidder to whom the contract is awarded (Buyer) shall deposit the cash amount corresponding to the Tender price within 5 (Five) business days following the notification of the finalisation of the Tender to it, in the account indicated by the Company. The Buyer shall be considered to have withdrawn in the event that it fails to make the payment within 5 (Five) business days following the above-mentioned notices. The guarantees deposited by the Buyer shall be recorded as revenue without requiring any further notice.

## **11. THE SOLD GOODS' CONDITION, DELIVERY, AND THE COMPANY'S LIABILITY DISCLAIMER**

- 11.1. The machinery and equipment are sold on "as is" basis "at the place they are located within the Company", without any commitments and warranties. No information provided in the specifications, by the press and on the internet, and no information and explanations provided by the Company in relation to the machinery and equipment is in the nature of a warranty, but is only in the form of general introductory information. The Company shall bear no liability with respect to any information it provides in the case of a contradiction between the actual condition and the information provided.
- 11.2. The bidder shall be considered to have viewed, examined and accepted the current condition of the machinery and information. The bidder accepts in advance that it may not decide against purchasing the goods and may not make any objections or claims against the Company for such reasons.
- 11.3. The following conditions shall apply to the delivery of the machinery and equipment:
- a) The goods that are put out to tender shall be delivered on 'as is' basis at their current location. Delivery and acceptance, and loading and carriage costs and other related costs, as well as taxes, duties and fees, shall be borne by the bidder.





- b) The bidder is obligated to take delivery of and remove the goods put out to tender from their location within 180 days following the payment of the Tender amount, to remove any waste generated during dismantling thereof, and to leave the site in a clean and orderly manner. The goods paid for but not taken delivery of in time shall be sold for the bidder's account. The Company's receivables and expenses shall be deducted from the sale price. Any outstanding amount not covered thereby shall be collected from the security.

## **12. THOSE INELIGIBLE TO BID**

The following persons may not directly or indirectly bid or participate in the Tender, and their bids shall not be taken into consideration even if submitted, and/or any sale decision, if any, shall be cancelled and their securities shall be recorded as revenue;

- a) Chairman and members of the board of directors of the Company, and members commissioned in the Company's committees or boards; the Company's employees;
- b) Those who are in charge of preparing, carrying out, finalising, approving or inspecting any procedures related to the work subject to the Tender;
- c) The spouses or first-degree blood relatives or relatives by marriage of those listed in items (a) and (b) of this paragraph;
- d) Shareholders and companies of those specified in items (a), (b) and (c) of this paragraph (except for joint stock companies in the board of directors of which such persons are not commissioned, or of which they do not hold over 10% of the capital);
- e) Bidders who do not wish to duly conclude a contract in spite of having previously accepted sale, and those who renege on their undertaking after a contract is concluded, and those who are found to have failed in performing their obligations pursuant to the contract in the absence of force majeure circumstances.
- f) Persons and institutions against which enforcement proceedings have been initiated by the Company.

## **13. FREEDOM OF THE COMPANY IN THE TENDER**

Since the Tender and the sales transactions following the Tender are not subject to the State Procurement Law No. 2886, Public Procurement Law No. 4734 and Public Procurement Contracts Law No. 4735, the Company shall be completely free to hold or





not hold the Tender, or to cancel the Tender after it has been held. The Company shall not be under any liability due to the rejection of all bids. All bidders shall be immediately informed in the case that the Tender is cancelled. No objections may be made against the Company's decision to not hold the Tender, or to cancel the one which has already been held. In the event that the Company decides not to hold the Tender or to cancel the Tender that has been held, the Bid Bond Amount received from the bidders shall be returned within 15 (fifteen) days following the date of such decision. The bidders shall have right to no claims such as interest, damages etc. for the period from the depositing of the security to its return.

**14. THE SPECIFICATIONS BEING CONSIDERED ACCEPTED**

The bidders unconditionally accept, represent and warrant that

- a) They have read and understood the entire Tender documentation,
- b) They are aware of the Bidders' and Buyer's obligations,
- c) They have, upon their request, seen the machinery and equipment before making a bid, have conducted all necessary inspections, and are in full knowledge of the actual, legal and administrative condition of the machinery and equipment,
- d) The Company reserves the right to make any changes if it considers such changes to be technically necessary.

**15. MATTERS NOT COVERED BY THIS SPECIFICATIONS**

Decisions shall be made in the light of applicable legislation on matters for which there is no provision in t

his Specifications document and its annexes.

**16. JURISDICTION FOR RESOLUTION OF DISPUTES**

Antalya Courts and Bailiff's Offices shall have jurisdiction in the resolution of any disputes that may arise from the sale subject to the Tender. In the event of any dispute, all court expenses, costs of retainer contracts for private lawyers who may be selected by the Company and legal attorney's fees shall be borne by the bidder.



I/We have read and understood, and irrevocably accept, represent and undertake, the matters set forth in this Specifications and its annexes, and my/our bid was submitted on [.. / .. / 2019] within this scope.

**BIDDER'S / JOINT BIDDERS':**

**NAME AND SURNAME / TITLE :**

**REPUBLIC OF TURKEY ID NO /  
TAX ID. NO. :**

**ADDRESS :**

**ELECTRONIC MAIL ADDRESS :**

**TELEPHONE NO. AND FAX NO. :**

**SIGNATURE :**

**REPRESENTATIVE'S / PROXY'S**

**NAME AND SURNAME / TITLE :**

**REPUBLIC OF TURKEY ID NO /  
TAX ID. NO. :**

**ADDRESS :**

**ELECTRONIC MAIL ADDRESS :**

**TELEPHONE NO. AND FAX NO. :**

**SIGNATURE :**

**This Specifications document consists of 16 (sixteen) articles and 10 pages.**