

## TENDER ANNOUNCEMENT

### 3D SEISMIC OFFSHORE DATA ACQUISITION SERVICE PURCHASE WILL BE DONE

#### 1- Information Regarding the Employer Administration

##### 1.1. The employer administration's

- a) **Name:** General Directorate of Türkiye Petrolleri A.O.
- b) **Address:** Söğütözü Mah. 2.Cadde No:86 06100 Çankaya-ANKARA-TURKEY
- c) **Telephone number:** 00 90 312 – 207 21 51
- d) **Fax number:** 00 90 312 – 286 90 49
- e) **Electronic mail address:** sbalasar@tpao.gov.tr
- f) **Name surname/title of the personnel concerned:** Suat BALASAR – Chief administrative-5

#### 2- Information on Work Subject to Tender

Service subject to tender:

- a) **Name:** Service Purchase for 3D Seismic Offshore Data Acquisition
- b) **Code:** 2010ARA-HA-011
- c) **(Physical) quantity and type:** Within the scope of oil and natural gas exploration activities, this service purchase includes acquiring 1.100 km<sup>2</sup> of 3D seismic offshore data and further, processing it either on a vessel or in a processing center.
- d) **Other information regarding service:** The right of the administration to execute any time or any place the issues stated in Article 51 for increase or decrease in this Seismic data acquisition work shall be preserved.
- e) **Place of performance:** The performance place of this work shall be Mediterranean Sea region with the purpose of Acquiring Three Dimensional (3D) Seismic Data in Offshore Regions under the control of Geophysical Operations Directorate established in the Gölbaşı Facilities of the Administration.
- f) **Job Duration :** The work shall be finished in 1 (one) year from the effective date of the signed contract.

#### 3. Information on Tender with Due Date and Time of Submitting Bids

- a) **Tender Record Number:** 2010/93256
- b) **Tender method:** Open tender (Article 23 of TPAO Regulation for Purchasing Goods and Services).
- c) **Submission place of the bids:** Türkiye Petrolleri A.O. Genel Müdürlüğü, Ground Floor, Incoming Letters Service, Söğütözü Mahallesi 2.cadde No: 86 06100-Çankaya/ANKARA, TURKEY
- d) **Tender address:** Türkiye Petrolleri A.O. Genel Müdürlüğü, Söğütözü Mahallesi 2.Cadde No: 86 06100-Çankaya/ANKARA, TURKEY
- e) **Tender (Due date of submitting bids) date:** 10.08.2010
- f) **Tender (Due date of submitting bids) time:** 14:00
- g) **Meeting place of the tender commission:** Meeting Hall 1 in Office Building of Türkiye Petrolleri A.O. Genel Müdürlüğü, Söğütözü Mahallesi 2.cadde No: 86 06100-Çankaya/ANKARA, TURKEY

#### 4. Documents and Qualification Criteria Required for Participating in the Tender:

- 4.1. The bidders must submit the following documents with their bids in order to participate in the tender:
  - 4.1.1. Declaration of address for official communications and contact telephone, fax, and electronic mail address, if any.
  - 4.1.2. Certificate given by the Chamber of Commerce and/or Industry or by the Trade Association which the bidder is registered to due to the governing laws;
    - 4.1.2.1. In case the bidder is a real person, a certificate obtained in the same year with the date of the first call for tender, showing that the bidder is registered to the Chamber of Commerce and/or Industry or to the Trade Association,
    - 4.1.2.2. In case the bidder is an artificial person, a registry certificate obtained in the same year with the date of the first call for tender, showing that the bidder is registered to the Chamber of Commerce and/or Industry due to the governing laws.
  - 4.1.3. Circular Letter or Signature Circular stating that the bidder is authorized to bid;
    - 4.1.3.1. In case the bidder is a real person, a circular letter certified by notary public,
    - 4.1.3.2. In case the bidder is an artificial person, Trade Registry Journal stating the final status of the partners, members or founders, and the managers in charge of the artificial personality due to their relevance, or documents verifying these issues and signature circular of the artificial personality certified by notary public if these all information are not included in any trade registry journal.
  - 4.1.4. The letter of bids, of which format and content are established in the Specifications.
  - 4.1.5. Bid bond, of which format are determined in the administrative specifications, or bid voucher which is deposited to the TPAO's account mentioned in the article 29. of the administrative Specifications.
  - 4.1.6. Certificates of qualification stated in Items (7.2) and (7.3) of the administrative Specifications.
  - 4.1.7. Where the bidder participates in tender by proxy, notary public certified proxy regarding participating in the tender for the person participating on behalf of the bidder and the circular letter certified by notary public.
  - 4.1.8. Where the bidder is a joint venture, the joint venture declaration form attached in the administrative specifications.
  - 4.1.9. In case work experience certificate is provided by a partner sharing and having more than 50% of its interest for an artificial person, artificial person should submit the document stated in article 6.1 item (d.7) and attached in the

administrative specifications which is approved by either the Chamber of Commerce or a Chartered Cccountant or by a Certified Public Accountant.

The document as mentioned above should be issued after the first announcement date and should verify that the artificial person keeps the regulations mentioned in this article continuously backwards for a year from the date of issued.

**4.1.10.** The list of the works considered to be subcontracted.

**4.1.11.** Document stating that the tender documents are purchased.

**4.1.12.** In case the bidder is a joint venture, documents stated in article 7.1 items (b) and (c) of the administrative Specifications shall be submitted separately by each partner. In case one of the partners of joint venture is an artificial person, and the work experience certificate provided by a partner sharing and having more than 50% of its interest belongs to the artificial person, shall submit the certificate which is stated in the article 7.1 item (j) of the administrative Specifications.

**4.2. Documents regarding economical and financial qualification and the criteria of these documents:**

**4.2.1. Documents to be obtained from banks:**

The bidders shall submit together with their bids the documents (Recommendatory Letter from Bank) obtained from domestic or foreign banks stating the unused liquid credit or stating their unused cash facility or unused letter of guarantee given by banks at the amount determined by the bidder and not less than 10% of the proposed amount. Recommendatory Letter must be taken from the banks after either the date of the first announcement or the date of the tender.

In case of joint ventures, these documents can be presented jointly irrespective of the shares of the partners with the condition of providing the minimum required amount.

**4.3. Documents regarding professional and technical qualification and the criteria of these documents:**

**4.3.1. Certificates of Work Experience:**

The bidder shall present documents (Work Experience Certificates) stating the work experience of the bidder subject to tender or in similar works which are considered as flawless by the administration.

The bidder shall present Work experience regarding the service or in similar services subject to the single tender, which is % 25 of bid price.

Pilot partner of the Work partners, shall present a minimum of % 70 of work experience, one of the other partners shall present a minimum of % 10 of work experience. However other partner or partners work experience total should not be less than minimum of % 30 of work experience.

**4.4.** Works considered as similar are stated as follows: Two dimensional (2D) seismic data acquisition works with the purpose of exploring Offshore Oil and Natural Gas.

**5.** The most advantageous bid in economical terms shall be determined on the basis of lowest price in evaluating the bids in this tender.

**6.** The Tender shall be open to all of the domestic and foreign bidders who meet the participation criteria which are specified on the Administrative specifications.

**7.** Tender Documents can be seen free of charge at Presidency of Group of Exploration, Türkiye Petrolleri A.O. Genel Müdürlüğü, Floor 16, Room No. 1602, Söğütözü Mahallesi 2.cadde No: 86 06100-Çankaya/ANKARA, TURKEY and can be bought from the same Address with an amount of 450.00 TL (Four hundred and fifty Turkish Lira) deposited to Branch Code 425 Ankara Corporate Branch 00158007290224965 (IBAN No:TR970001500158007290224965 TPAO Account Number in Ankara Vakıflar Bank TPAO Bureau (File no and subject of tender and “in payment for tender documents” shall be stated on the voucher).

The bidders who will submit bids are obliged to purchase the tender documents approved by the Administration.

Foreign companies which wants to purchase the tender documents, have to pay the amount as either 450.00 TL or USD (\$) which corresponds to 450.00 TL regarding to the foreign exchange buying rate or cross rate published by the Central Bank of the Republic of Turkey on the date of the money transfer, to the related bank accounts detailed below. After sending the bank slip of the money transfer to the Administrator’s e-mail address: sbalasar@tpao.gov.tr , tender documents will be submitted to the e-mail address of the bidder as “.pdf” files

|                  |   |                                                        |
|------------------|---|--------------------------------------------------------|
| Account Name     | : | TPAO - Türkiye Petrolleri A.O.                         |
| Adress           | : | Söğütözü Mahallesi 2. Cad. No: 86 06100 Çankaya/ANKARA |
| Phone            | : | 00 90 312 - 207 2000                                   |
| Bank             | : | Türkiye Vakıflar Bankası                               |
| Branch name      | : | 425 şube kodlu Ankara Kurumsal Şube                    |
| Account no (USD) | : | 00158048000922784                                      |
| IBAN NO (USD)    | : | TR 18 000 1 5001 5804 8000 922 784                     |
| Account no (TL)  | : | 00158007290224965                                      |
| IBAN NO (TL)     | : | TR 970001500158007290224965                            |
| Swift Code       | : | TVBATR2A                                               |

**8.** Submission place of the bids will be in Türkiye Petrolleri A.O. Genel Müdürlüğü, Ground Floor, Incoming Letters Service, Söğütözü Mahallesi 2.cadde No: 86 06100-Çankaya/ANKARA, TURKEY on tender date 10.08.2010 and at time 14:00, and also the bids may be sent via registered mail. The bids nor received by the administration before the tender (bid submission) time shall not be evaluated.

**9.** The bidders shall submit their bids as proposed over lumb sum price, by tender result, the bidder whose the contract is awarded over a total price following the tender.

- 10.** The bidder bid overall in this service tender.
- 11.** The bidders shall submit a bid bond at the amount they establish and not less than 3% of the proposed price. The bids of the bidders who submit bid bonds less than 3% of the proposed price shall be disqualified.
- 12.** The validity of the bids shall be at least 45 (forty five) calendar days following the tender date. Letters of proposal having validity less than this period shall not be evaluated
- 13.** Consortiums shall not submit bids in the tender.
- 14.** This tender shall not be subject to State Tender Law Number 4734 excluding the provisions regarding fines and banning from tenders. In addition, Administrator has a right to make this bid or make a new bid by separating the subject of the contract.

**ADMINISTRATIVE SPECIFICATIONS PERTAINING TO SERVICE PURCHASE TENDER  
OF TURKISH PETROLEUM CORPORATION  
FOR 3D SEISMIC OFFSHORE DATA ACQUISITION**

**I- SUBJECT OF TENDER AND ISSUES REGARDING BIDDING**

**Article 1- Information Regarding the Employer Administration**

**1.1. The employer administration's**

- a) **Name:** General Directorate of Türkiye Petrolleri A.O.
- b) **Address:** Söğütözü Mah. 2.Cadde No:86 06100 Çankaya-ANKARA-TURKEY
- c) **Telephone number:** 00 90 312 – 207 21 51
- d) **Fax number:** 00 90 312 – 286 90 49
- e) **Electronic mail address:** sbalasar@tpao.gov.tr

f) **Name surname/title of the personnel concerned:** Suat BALASAR – Chief administrative-5

**1.2.** The bidders can obtain information regarding tender by contacting the personnel in charge from the abovementioned address and numbers.

**Article 2- Information on Work Subject to Tender**

Service subject to tender:

- a) **Name:** Service Purchase for 3D Seismic Offshore Data Acquisition
- b) **Code:** 2010ARA-HA-011
- c) **(Physical) quantity and type:** Within the scope of oil and natural gas exploration activities, this service purchase includes acquiring 1.100 km<sup>2</sup> of 3D seismic offshore data and further, processing it either on a vessel or in a processing center.
- d) **Other information regarding service:** The right of the administration to execute any time or any place the issues stated in Article 51 for increase or decrease in this Seismic data acquisition work shall be preserved.
- e) **Place of performance:** The performance place of this work shall be Mediterranean Sea region with the purpose of Acquiring Three Dimensional (3D) Seismic Data in Offshore Regions under the control of Geophysical Operations Directorate established in the Gölbaşı Facilities of the Administration.

**Article 3- Information on Tender with Due Date and Time of Submitting Bids**

- a) **Tender Record Number:** 2010/93256
- b) **Tender method:** Open tender (Article 23 of TPAO Regulation for Purchasing Goods and Services).
- c) **Submission place of the bids:** Türkiye Petrolleri A.O. Genel Müdürlüğü, Ground Floor, Incoming Letters Service, Söğütözü Mahallesi 2.cadde No: 86 06100-Çankaya/ANKARA, TURKEY
- d) **Tender address:** Türkiye Petrolleri A.O. Genel Müdürlüğü, Söğütözü Mahallesi 2.Cadde No: 86 06100-Çankaya/ANKARA, TURKEY
- e) **Tender (Due date of submitting bids) date:** 10.08.2010
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- g) **Meeting place of the tender commission:** Meeting Hall 1 in Office Building of Türkiye Petrolleri A.O. Genel Müdürlüğü, Söğütözü Mahallesi 2.cadde No: 86 06100-Çankaya/ANKARA, TURKEY

**3.2.** The bids may either be submitted to the abovementioned place until the tender (bid submission) date and time or sent via registered mail. The bids nor received by the administration before the tender (bid submission) time shall not be evaluated.

Sait YÜKSEL  
Exploration District Manager

TÜRKİYE PETROLLERİ A.Ş.  
GENEL MÜDÜRLÜĞÜ

Ömer ŞAHİNTÜRK  
Exploration Group Manager

- 3.3. The bids submitted or received by the administration cannot be withdrawn for whatever reason excluding the editing of the addendum.
- 3.4. In case the date established as the tender date is an off day, the tender shall be held the next business day at the same place and time mentioned above and bids submitted before this time shall be accepted.
- 3.5. Although there is a subsequent change in the working hours, the tender shall be carried out at the abovementioned time.
- 3.6. The national time of Turkish Radio – Television Institution (TRT) shall be considered as basis for time adjustments.

#### Article 4- Examining and Obtaining the Tender Documents

4.1. The bidders can see the tender document at the following address free of charge. However, the bidders who will submit bids are obliged to purchase the tender documents approved by the Administration.

**a) Place for Examining and Purchasing Tender Documents:**

Presidency of Group of Exploration, Türkiye Petrolleri A.O. Genel Müdürlüğü, Floor 16, Room No. 1602, Söğütözü Mahallesi 2.cadde No:86 06100- Çankaya/ANKARA, TURKEY

**b) Internet address (For Tender Documents): [www.tpao.gov.tr](http://www.tpao.gov.tr)**

**c) Price of Tender Documents: 450.00 TL.**

In order to purchase tender documents,

This amount shall be deposited to Branch Code 425 Ankara Corporate Branch -00158007290224965 (IBAN No:TR970001500158007290224965 TPAO Account Number in Ankara Vakıflar Bank and the voucher shall be submitted in the bid envelope (File no and subject of tender and “in payment for tender documents” shall be stated on the voucher).

Foreign companies which wants to purchase the tender documents, have to pay the amount as either 450.00 TL or USD (\$) which corresponds to 450.00 TL regarding to the foreign exchange buying rate or cross rate published by the Central Bank of the Republic of Turkey on the date of the money transfer, to the related bank accounts detailed below. After sending the bank slip of the money transfer to the Administrator’s e-mail address: [sbalasar@tpao.gov.tr](mailto:sbalasar@tpao.gov.tr) , tender documents will be submitted to the e-mail address of the bidder as “.pdf” files

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| Branch name      | : | 425 şube kodlu Ankara Kurumsal Şube                    |
| Account no (USD) | : | 00158048000922784                                      |
| IBAN NO (USD)    | : | TR 18 000 1 5001 5804 8000 922 784                     |
| Account no (TL)  | : | 00158007290224965                                      |
| IBAN NO (TL)     | : | TR 970001500158007290224965                            |
| Swift Code       | : | TVBATR2A                                               |

4.2. The tender documents shall be with a list of contents showing the included documents. The bidder shall control the originality and completeness of the documents which constitute the tender documents. Following this examination, the administration takes the undersigned declaration of the bidder written on the list of contents stating that the bidder received the original of the entire documents constituting the tender documents.

4.3. The bidder, by purchasing the tender documents, shall be deemed to accept the terms and conditions laid down in the documents constituting the tender documents.

TÜRKİYE PETROLLERİ A.Ş.  
GENEL MÜDÜRLÜĞÜ

Sait YÜKSEL  
Exploration District Manager

Ömer ŞAHİNTÜRK  
Exploration Group Manager

## **Article 5- Notification and declaration essentials.**

- 5.1.** Notification and declaration shall be done via electronic mail, fax, registered mail or submitted in person in return to signature to all of the bidders.
- 5.2.** In case of registered mail, the seventh day following the posting of the letter shall be considered as the date of communication of the decision to the bidders. If the declaration reaches to the bidders earlier than the assumed date, the actual declaration date is considered the day delivered by the bidders.
- 5.3.** The notification date is considered as the declaration date when the bidders are informed via electronic mail or fax.
- 5.4.** The notifications will be done via electronic mail, use the electronic mail address which is stated in the administrative specifications and contract by the administration.
- 5.5.** The notifications and the declarations will be done to the joint ventures by the administration, are going to be done to the pilot/coordinator company in accordance to the articles mentioned above.

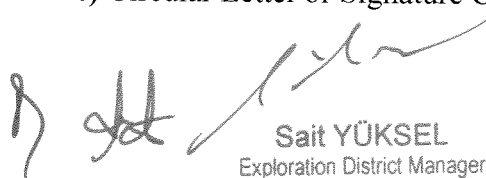
## **Article 6- Scope of the Tender Documents**

- 6.1.** Tender documents consist of the following documents.
- a) Administrative Specifications,
  - b) Draft Contract,
  - c) Technical Specifications,
  - d) Forms regarding the tender:
    - 1- Lump Sum Letter of Proposal and Appendix (1 option table)
    - 2- Joint Venture Declaration
    - 3- Bid Bond
    - 4- Performance Bond
    - 5- Recommendatory Letter from Bank
    - 6- Work Experience Certificate (Contractor-Work Completion)
    - 7- Declaration of the partnership/share certificate
- 6.2.** In addition, the addendums to be published by the Administration in accordance with the relevant provisions of the Specifications and the written statements made by the Administration upon request of the bidders shall be a binding part of the tender documents.
- 6.3.** The bidder should examine carefully the content of all of the abovementioned documents. The responsibility arising from not fulfilling the conditions on submitting bids shall be borne by the bidder.

## **II- ISSUES ON PARTICIPATING IN THE TENDER**

### **Article 7- Documents and Qualification Criteria Required for Participating in the Tender**

- 7.1.** The bidders must submit the following documents with their bids in order to participate in the tender:
- a) Declaration of address for official communications and contact telephone, fax, and electronic mail address, if any.
  - b) Certificate given by the Chamber of Commerce and/or Industry or by the Trade Association which the bidder is registered to due to the governing laws;
    - 1) In case the bidder is a real person, a certificate obtained in the same year with the date of the first call for tender, showing that the bidder is registered to the Chamber of Commerce and/or Industry or to the Trade Association,
    - 2) In case the bidder is an artificial person, a registry certificate obtained in the same year with the date of the first call for tender, showing that the bidder is registered to the Chamber of Commerce and/or Industry due to the governing laws.
  - c) Circular Letter or Signature Circular stating that the bidder is authorized to bid;

  
Salt YÜKSEL  
Exploration District Manager

TÜRKİYE PETROLLERİ A. O.  
GENEL MÜDÜRLÜĞÜ

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Ömer ŞAHİNTÜRK  
Exploration Group Manager

- 1) In case the bidder is a real person, a circular letter certified by notary public,
- 2) In case the bidder is an artificial person, Trade Registry Journal stating the final status of the partners, members or founders, and the managers in charge of the artificial personality due to their relevance, or documents verifying these issues and signature circular of the artificial personality certified by notary public if these all information are not included in any trade registry journal.

- d) The letter of bids, of which format and content are established in the Specifications.
- e) Bid bond, of which format are determined in the specifications, or bid voucher which is deposited to the TPAO's account mentioned in the article 29. of the Specifications.
- f) Certificates of qualification stated in Items (7.2) and (7.3) of the Specifications.
- g) Where the bidder participates in tender by proxy, notary public certified proxy regarding participating in the tender for the person participating on behalf of the bidder and the circular letter certified by notary public.
- i) Where the bidder is a joint venture, the joint venture declaration form attached in the Specifications.
- j) In case work experience certificate is provided by a partner sharing and having more than 50% of its interest for an artificial person, artificial person should submit the document stated in article 6.1 item (d.7) and attached in the specifications which is approved by either the Chamber of Commerce or a Chartered Cccountant or by a Certified Public Accountant.

The document as mentioned above should be issued after the first announcement date and should verify that the artificial person keeps the regulations mentioned in this article continuously backwards for a year from the date of issued.

- k) In case requested in Article 18 of the Specifications, the list of the works considered to be subcontracted.

- l) Document stating that the tender documents are purchased.

**7.1.2** In case the bidder is a joint venture, documents stated in article 7.1 items (b) and (c) shall be submitted separately by each partner. In case one of the partners of joint venture is an artificial person, and the work experience certificate provided by a partner sharing and having more than 50% of its interest belongs to the artificial person, shall submit the certificate which is stated in the article 7.1 item (j).

## **7.2. Documents regarding economical and financial qualification and the criteria of these documents:**

**7.2.1. Documents to be obtained from banks:** The bidders shall submit together with their bids the documents (Recommendatory Letter from Bank) obtained from domestic or foreign banks stating the unused liquid credit or stating their unused cash facility or unused letter of guarantee given by banks at the amount determined by the bidder and not less than 10% of the proposed amount. Recommendatory Letter must be taken from the banks after either the date of the first announcement or the date of the tender.

The criteria mentioned in the items above can be provided by adding the several bank deposits and credits or submitting several recommendatory letters supplied by different banks.

Where necessary, these documents shall be confirmed from the General Directorate or the branch of the relevant bank by the Administration. The confirmations shall be undersigned by at least two authorized personnel of the relevant bank's branch.

In case of joint ventures, these documents can be presented jointly irrespective of the shares of the partners with the condition of providing the minimum required amount.

## **7.3. Documents regarding professional and technical qualification and the criteria of these documents:**

**7.3.1. Certificates of Work Experience:** The bidder shall present documents (Work Experience Certificates) stating the work experience of the bidder subject to tender or in similar works which are considered as flawless by the administration.

TÜRKİYE PETROLLERİ A.Ş.  
GENEL MÜDÜRLÜĞÜ

Ömer ŞAHİNTÜRK  
Exploration Group Manager

Sait YÜKSEL  
Exploration District Manager

The bidder shall present Work experience regarding the service or in similar services subject to the single tender, which is % 25 of bid price.

Pilot partner of the Work partners, shall present a minimum of % 70 of work experience, one of the other partners shall present a minimum of % 10 of work experience. However other partner or partners work experience total should not be less than minimum of % 30 of work experience.

#### **7.4. Works considered as similar are stated as follows:**

Two dimensional (2D) seismic data acquisition works with the purpose of exploring Offshore Oil and Natural Gas.

#### **7.5. The Manner of Presenting the Documents:**

**7.5.1.** The bidders shall submit the originals or true copies certified by the notary public of the abovementioned documents.

**7.5.2.** Instead of the original documents, the bidders may include in their bids the copies of the requested documents on which there is the explanation "original seen by the Administration" or similar printed by the authorized personnel of the Administration before the tender and the originals are returned to the bidder.

**7.5.3.** Documents which are provided from foreign countries to be submitted by domestic or foreign bidders should be prepared in accordance with the governing laws of the country.

#### **Article 8- Openness of the Tender to Foreign Bidders**

The Tender shall be open to all of the domestic and foreign bidders who meet the participation criteria.

#### **Article 9- Parties Disqualified for Tender**

**9.1.** The following persons cannot participate in the tender directly or as a subcontractor, in person or on behalf of others:

a) Persons who are banned to participate in state tenders temporarily or permanently in accordance with the provisions laid down in Law Number 4734, Law Number 4735 and other relevant Laws and who are condemned for the offences within the scope of Law Number 3713 on Prevention of Terrorism and for organized offences.

b) Persons who are determined by the relevant authorities to commit fraudulent bankruptcy.

c) The personnel of the Administration authorized for Tender and the persons in charge in committees bearing such authorization.

d) Administration personnel in charge with preparing, carrying out, concluding and approving every kind of tender transactions regarding the work subject to tender.

e) Spouses, blood kins up to third degree and relatives-in-law up to second degree, foster children and foster parents of the persons stated in items (c) and (d).

f) Partners and companies of the persons stated in items (c), (d) and (e) (excluding the joint-stock companies of which such persons are not in the Board of Directors or does not own more than 10% of its capital).

g) The bidders from the foreign countries determined by the Council of Ministers Decision to be reached due to paragraph 8, item (b), Article 53 of Law Number 4734.

**9.2.** The contractors which provide the consultancy services of the service subject to tender cannot participate in the tender of this work. This ban shall be valid for the companies of which these are partners or in a management relation, and the companies of which they own more than half of the equity.

**9.3.** Whatever the purpose of foundation is, organizations such as foundations, associations, unions, funds which are within the body of Administration or related with Administration, and the companies these organizations are partners thereof cannot participate in the tender.

**9.4.** The bidders who participate in the tender in spite of these bans shall be disqualified and the bid bonds shall be entered as receipt. Furthermore, in case the tender is awarded to one of these bidders

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5

Ömer ŞAHİNTÜRK  
Exploration Group Manager

Şait YÜKSEL  
Exploration District Manager

where the situation could not be determined during the evaluation of the bids, the tender shall be annulled by entering the bond as receipt.

#### **Article 10- Disqualification Causes**

The bidders meeting the following criteria shall be disqualified for tender where these are determined:

- a) Bidders which are bankrupt, liquidating, operations carried out by Court, announced compulsory composition, operations suspended or in a similar situation due to the effective legislation of their own countries.
- b) Bidders whose bankruptcies are announced, about whom a compulsory liquidation decisions are reached, who are under the management of Court because of debts to creditors or in a similar situation due to the effective legislation of their own countries.
- c) Bidders who have finalized social security premium debts in accordance with the effective legislation of Turkey or their own countries.
- d) Bidders who have finalized tax debts in accordance with the effective legislation of Turkey or their own countries.
- e) Bidders who are sentenced by a judicial decision for their professional activities within five (5) years before the tender date.
- f) Bidders who are proved by the Administration to commit acts contrary to the business or professional ethics in the works performed for Administration within five (5) years before the tender date.
- g) Bidders who are banned as of tender date from professional activities by the chambers they are registered due to legislation.
- h) Bidders who do not provide the information and documents requested by Administration with the Specifications or who are determined to provide misleading information and/or forged documents.
- i) Bidders who participate tender although stated to be disqualified in Article 9 of the Specifications.
- j) Bidders who are determined to commit prohibited acts or deeds stated in Article 11 of the Specifications.

#### **Article 11- Prohibited Acts or Deeds**

**11.1.** The following acts or deeds shall be prohibited in the tender:

- a) Rigging or attempting to rig the procedures regarding tender via fraud, promise, intimidation, undue influence, personal benefit, forming alliance, malversation or bribery.
- b) Causing the bidders to waver, hindering participation, proposing agreement to or inciting bidders, performing deeds which influence competition or tender decision.
- c) Preparing, using, or attempting to prepare or use forged documents or forged guarantee.
- d) Submitting more than one bid himself or, on behalf of others, directly or indirectly, as the principal person or by proxy.
- e) Participating in the tender in spite of being not qualified to in accordance with Article 9 of the Specifications.

**11.2.** Provisions laid down in Section Four of Law Number 4734 shall be applied against the persons performing the abovementioned prohibited acts or deeds, due to the nature of the acts or deeds.

#### **Article 12- Expenses of Preparing Bids**

The entire costs regarding preparing and submitting bids shall be borne by the bidders. The Administration shall not be responsible in any case for such costs borne by the bidder, independent of the progress or outcome of the tender.

#### **Article 13- Visiting the Place of Work**

**13.1.** Visiting and examining the place of work and the surroundings; procuring entire information which may be necessary for preparing bids and undertaking shall be under the responsibility of the bidders.

**13.2.** By visiting the place of work and the surroundings, the bidders shall be considered to have received necessary information regarding the format and essential character, climatic conditions of the

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place of work, the amount and type of the works and materials to be used necessary for performing the work, and issues necessary for establishing a construction site in terms of cost and time, and regarding the risks, extraordinary situations and similar other issues which may influence the bids.

**13.3.** Where there is a request received from the bidders regarding visiting the place of work, the Administration shall grant the necessary permission for entering the building and/or land the work will be performed.

**13.4.** In evaluating the bids, the bidders shall be considered to have visited the place of work and prepared bids accordingly.

#### **Article 14- Providing Explanations on Tender Documents**

**14.1.** During the preparation stage, the bidders may request an explanation in written regarding the issues in tender documents which require clarification, until ten (10) days before the deadline for submitting bids. Requests filed after this date shall not be evaluated.

**14.2.** In case the clarification request is found appropriate, the written explanation issued by the Administration shall be sent via fax, electronic mail, registered mail or submitted in person in return to signature to all of the bidders who have purchased tender documents up that date. Such written explanation shall be issued by the Administration in a manner to inform the entire bidders at least five (5) days before the deadline of submitting bids.

**14.3.** The question and the detailed answer of the Administration shall be included in the explanation; however, the identity of the bidder clarification shall not be revealed.

**14.4.** The issued written clarifications shall be given included in the tender documents to bidders who purchase the tender documents following the date of the clarification.

#### **Article 15- Making Amendments in the Tender Documents**

**15.1.** It is essential not make amendments in the tender documents following the call for tenders. However, where factual or technical errors or deficiencies which may influence the preparation of the bids or performance of the work are determined by the administration or are notified in written by the bidders, the tender documents may be amended by an addendum.

**15.2.** The addendum shall be mailed via fax, electronic mail, registered mail or shall be submitted in person in return to signature to all of the bidders who have obtained the tender documents and the entire bidders shall be notified minimum five (5) days before the date of tender.

**15.3.** Where extra time is required for preparing bids because of the amendments, the administration may postpone the date of tender ad hoc, by an addendum, for a period of maximum twenty (20) days.

**15.4.** In case an addendum is prepared, the bidders who have submitted their bids before this addendum shall have the opportunity to withdraw their bids and to re-submit new bids.

#### **Article 16- Administration's Freedom to Annuling Tender before the Tender Time**

**16.1.** The Administration may annul the tender before the tender time where considered necessary by the Administration or where uncorrectable issues hindering the performance of the tender are determined in the documents constituting the tender documents.

**16.2.** In such a case, the annulment of the tender shall be announced to the bidders by stating the reason for annulment. The annulment of the tender shall be communicated separately to the bidders who have submitted their bids previously.

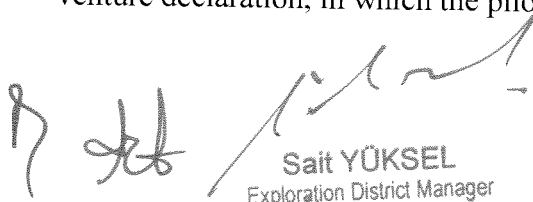
**16.3.** In case the tender is annulled, the entire bids are considered to be refused and the bids shall be returned to the bidders without being opened.

**16.4.** The bidders shall not be able to claim any rights from the Administration for the annulment of the tender.

#### **Article 17- Joint Venture**

**17.1.** More than one real or artificial persons may submit bids to the tender by forming a joint venture.

**17.2.** Bidders who will submit bids to the tender by forming a joint venture shall also submit the joint venture declaration, in which the pilot partner is stated, with their bids as a proof of their joint venture.

  
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**17.3.** In case the tender is awarded to a joint venture, the notary public certified joint venture contract shall be requested to be submitted before signing the contract.

**17.4.** The fact that the real and artificial persons forming the joint venture are commonly and jointly responsible for the performance of the work shall be stated in the joint venture agreement (joint venture declaration) and contract.

**17.5.** The pilot partner shall hold the highest amount of shares in the joint venture. The share ratios of the partners shall be stated in the joint venture agreement (joint venture declaration) and partnership contract.

**17.6.** Consortiums shall not submit bids in the tender.

#### **Article 18- Subcontractors**

The bidders shall include the list of the works in the service subject to tender they consider to subcontract as an appendix of their bids. In case the tender is awarded to a bidder who has submitted such a bid, the bidder shall submit the list of subcontractors to the approval of the Administration before signing the contract. In such a case the responsibility of the bidder regarding the works performed by the subcontractors shall not relieve the contractor's responsibility.

### **III- ISSUES REGARDING PREPARING AND SUBMITTING BIDS**

#### **Article 19- Types of Bid and Contract**

The bidders shall submit their bids as proposed over lump sum price, by tender result, the bidder whose the contract is awarded over a total price following the tender.

#### **Article 20- Language of the Bid**

Entire documents, their appendixes and other documents which constitute the bids shall be in English.

#### **Article 21- Currency to be Used in Bids and Payments**

The prices showing the bids of the bidders and the amounts shall be expressed in US Dollars (USD - \$). The payments of the work subject to contract shall be carried out in this currency.

#### **Article 22- Submitting Partial Bids**

The bidder bid overall in this service tender.

#### **Article 23- The Manner of Submitting the Bids**

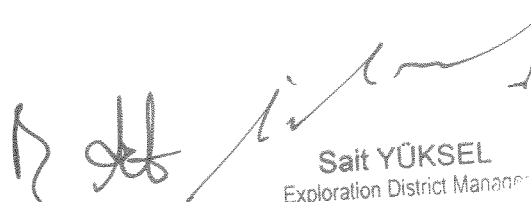
**23.1.** Entire documents, including the letter of proposal and the bid bond, requested with the Specifications as a prerequisite to participate in the tender shall be placed in an envelope (or a packet). The bidder's name, surname or trade name, open address for official communication, name of the work the bid is submitted, and the open address of the employer Administration shall be printed on the envelope. The attached part of the envelope shall be signed, stamped or sealed by the bidder.

**23.2.** The bids shall be submitted to the Administration (to the place where the bids will be submitted) in return to order numbered receipts until the tender time stated in the tender documents. Bids submitted after this time shall not be accepted and shall be returned to the bidder without being opened.

**23.3.** The bids may be sent via registered mail. The bids sent via registered mail should reach to the Administration until the tender time stated in the tender documents. The receiving times of the bids which shall be excluded from transaction because of the delays in the postal service shall be recorded with minutes and these bids shall not be evaluated.

**23.4.** The submitted bids shall not be withdrawn or amended for any reason excluding issuing an addendum in accordance with the provisions of the Specifications.

**23.5.** In case the bidding time is extended with an addendum, the entire rights and obligations of the administration and bidders bound by the original tender date shall be considered as extended in terms of time until the new determined bidding deadline date.

  
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## **Article 24- Format and Content of the Letter of Proposal**

**24.1.** Letters of proposal shall be submitted undersigned and in printed form in accordance with the attached sample form.

**24.2.** Following are obligatory in Letter of Proposal;

- a) Stating that the tender documents are read thoroughly and accepted;
- b) Printing the proposed price clearly and harmoniously in figures and in letters;
- c) Being free of scrapings, erases, corrections;
- d) Stating the validity of the proposal;
- e) Being signed by the authorized persons by stating names, surnames or trade names.

**24.3.** The letters of proposals submitted by the joint venture bidders shall be signed by all of the partners or by the authorized persons.

## **Article 25- Validity of the Bids**

**25.1.** The validity of the bids shall be at least **45 (forty five)** calendar days following the tender date. Letters of proposal having validity less than this period shall not be evaluated.

**25.2.** If found necessary, before the validity of the bid is completed, the Administration may request the bidder to prolong the validity period for a maximum of the abovementioned period. The bidder may accept or refuse this request by the Administration. The bid bond of the bidder who refuses the validity prolongation request of the Administration shall be refunded.

**25.3.** The bidders who accept the request are obliged to adjust their bid bonds to the new validity period and to provisions regarding bid bond in every respect, without amending the terms and conditions of the bid and contract.

**25.4.** The requests and answers in this issue shall be carried out in written and sent via fax, electronic mail, registered mail or delivered personally in return to signature.

## **Article 26- Costs Included in the Proposed Price**

**26.1** Every kind of taxes, duties, insurance, every labor fees, stamp duty calculated from the Contract price, Decision Confirmation Stamp and Commission Decision Stamp costs which may arise from submitting bids and conclusion of the contract, from the awarding of the contract to the delivery, shall be included in the proposed price.

**26.2.** In case there is increase in the items stated in Article (26.1) or similar new items emerge, the proposed price shall be deemed to include the margin to cover such increases or differences.

**26.3.** Furthermore, the issues under the responsibility of the bidder due to Article 45, 56.5 and 56.6 of the Specifications shall be included in the proposed price.

The expenditures stated in Article 26.3 above shall also be included in the price and in case there are increases these expenditure items, the proposed price shall be deemed to include the margin to cover such increases or differences.

**26.4.** The Administration is exempt from the Value Added Tax (VAT) for the work subject to this tender.

## **Article 27- Bid bond**

**27.1.** The bidders shall submit a bid bond at the amount they establish and not less than 3% of the proposed price. The bids of the bidders who submit bid bonds less than 3% of the proposed price shall be disqualified.

**27.2.** In case the bidder is a joint venture, either the partners may submit bid bonds proportional to their shares or the bid bond may be supplied by one or more partners independent of the partnership ratio provided that the amount is over the least bid bond amount.

**27.3.** Validity period shall be stated in the letters of guarantee submitted as bid bonds. This period shall be determined by the bidders not being thirty (30) days less than the validity period of the bids.

**27.4.** The bids which are not submitted with an acceptable bid bond shall be disqualified with the reason that they do not meet the requested participation criteria.

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## **Article 28- Securities to be Accepted as Guarantee**

**28.1.** Following are the securities to be accepted as guarantee:

- a) Turkish Lira in circulation.
- b) US Dollars
- c) Letters of guarantee supplied by banks or private finance institutions.
- d) Government Securities and documents prepared in place of these securities.

**28.2.** The ones exported by including interest to the nominal value among the securities stated in item (d) and documents prepared in place of these securities shall be accepted as guarantee over the selling value corresponding to the capital.

**28.3.** Letters of guarantee prepared by the foreign banks permitted to be active in Turkey due to the relevant legislation and letters of guarantee prepared by the banks or private finance institutions active in Turkey basing on the counter guarantees of the banks or similar credit organizations active outside Turkey shall be accepted as guarantee.

**28.4.** In case a letter of guarantee is submitted, letters of guarantee prepared in other formats shall be accepted as valid besides the letters of which scope and format basing on the essentials determined by State Tender Board.

**28.5.** The guarantees can be changed by other securities which are accepted as guarantee.

**28.6.** For whatever the reason is, the guarantees submitted to the Administration may not be sequestrated or preliminary injunction may be granted regarding these securities.

## **Article 29- Place of Submitting Bid Bond**

**29.1.** The letters of guarantee shall be submitted in the bid envelope.

**29.2.** Guarantees other than letters of guarantee; these shall be deposited to; for the Turkish Lira in circulation Branch Code 425 Ankara Corporate Branch -00158007290224965, IBAN No (TL) TR 970001500158007290224965 TPAO Account Number in Ankara Vakıflar Bank, for USD (\$) Code 425 Ankara Corporate Branch -00158048000922784, IBAN No (USD) TR 18 000 1 5001 5804 8000 922 784 TPAO Account Number in Ankara Vakıflar Bank and the vouchers shall be submitted in the bid envelope (The tender file number, subject and an expression stating that it is guarantee shall be printed on).

## **Article 30- Refunding of the Bid Bond**

**30.1.** The letters of guarantee of the bidder to whom the contract is awarded and the owner of the second most advantageous bid in economical terms shall be delivered to the Presidency of Financial Affairs Group. The securities of the remaining bidders shall be refunded immediately.

**30.2.** The bid bond of the bidder to whom the contract is awarded shall be refunded following submitting the performance bond and signing the contract.

**30.3.** Where the bidder to whom the contract is awarded does not sign the contract, the guarantee of the owner of the second most advantageous bid in economical terms shall be refunded right after signing the contract.

**30.4.** The bid bond shall be refunded, upon written request of the bidder, attached to the letter sent to the bank where the bid bond is obtained or by delivering personally to the bidder or bidder's authorized representative in return to signature.

## **IV-EVALUATING THE BIDS AND ISSUES REGARDING CONTRACTING**

### **Article 31- Receiving and Opening the Bids.**

**31.1.** The bids shall be submitted to the Administration (where the bids shall be submitted) until the tender time stated in the Specifications.

**31.2.** The following methods shall be applied by the Tender Commission in receiving and opening the tenders:

**31.2.1.** The Tender commission shall record the number of bids submitted until the tender time stated in the Specifications with an official report, shall announce this to the present parties and shall start the tender.

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Exploration District Manager

**31.2.2.** The envelopes shall be opened in the presence of the bidders in the order they are received. The conformity of the letters of guarantee and the bid bonds of the bidders with the procedure shall be checked. The bidders of which letter of guarantee and bid bond does not conform to the procedure shall be recorded with an official report.

**31.2.3.** The bidders and their proposed prices are disclosed. The official report prepared regarding these operations are signed by the tender commission.

**31.2.4.** At this stage none of the bids are accepted or refused and the session is closed for the bids to be evaluated by the tender commission.

### **Article 32- Evaluation of the Bids**

**32.1.** In evaluating the bids, first of all disqualifying the bids of the bidders who are determined to have letters of guarantee and bid bonds not complying with the procedures in accordance with Article 31.2.2 of the Specifications is decided.

**32.1.1** Where any one of the documents which must be submitted in the bid envelope due to the Specifications and the attachments regarding these documents which must be attached in accordance with the legislation are not presented concordant with the procedures, in case there is an interest for Administration for the work subject to tender, the bidder shall complete these documents and attachments within a given period of time provided that these do not have the nature of influencing the essence of the bid.

**32.2** Following this preliminary evaluation and operations, the bids of the bidders whose documents, letters of guarantee and bid bonds comply with the procedures shall be evaluated in detail.

**32.2.1.** In this stage, the suitability of the bidders to the qualification criteria determining the capacities of performing the work subject to tender and the bids to the conditions stated in tender documents are examined. The bids of the bidders who are determined not to comply are disqualified.

**32.2.2.** In the final stage whether there are arithmetic errors in the tables attached to the letter of proposal of the bidders are checked.

**32.2.3.** In case there are arithmetic errors in the multiplications and additions in the tables attached to the letters of proposal which show the proposed prices, the arithmetic errors shall be corrected by the tender commission independently by taking the proposed unit prices of the bidders as basis. The bid found as a result of corrections is considered as the real bid of the bidder and this issue is notified to the bidder immediately.

**32.2.4.** The bidder has to inform in written the Administration whether the bid is accepted or not within five (5) days following the date of communication. In case the bidder states that he/she does not accept the corrected bid within the specified time or in case does not respond within this time period, the bid shall be disqualified.

### **Article 33- Requesting Clarification from Bidders on Their Bids**

**33.1.** Upon request of the tender commission, the Administration may request from the bidders to clarify the issues which need clarification in order to use in examining, comparing and evaluating the bids.

**33.2.** This clarification cannot be requested for making a change in the proposed price or for turning the bids not complying with the conditions stated in the tender documents into a suitable format and cannot be used in a way to lead this result.

**33.3.** The clarification request of the Administration and the response of the bidder to this request shall be in written by fax and/or electronic mail.

### **Article 34- Extremely Low Bids**

**34.1.** After the tender commission evaluated the submitted bids in accordance with Article 32 of the Specifications, the bids which have extremely low prices compared to other bids or to the cost estimate of the Administration are determined. Before refusing these bids, the commission request in written the details regarding the components which are determined to be significant in the bid.

**34.2.** The tender commission evaluates the extremely low bids by considering the written explanations by documenting the following issues:

  
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**GENEL MÜDÜRLÜĞÜ**

- a) The service process, provided service and the method for realizing to be economical,
- b) The selected technical solutions and the advantageous conditions to be employed by the bidder in supplying the service,
- c) The authenticity of the service,

The bids of the bidders who does not submit written explanations or whose explanations are not found sufficient shall be disqualified as a result of this evaluation.

### **Article 35- Administration's Freedom to Refuse the Entire Bids and Annulling Tender**

**35.1.** Upon the decision of the tender commission, the Administration shall be free to annul the tender by refusing all of the submitted bids. The Administration shall not be under any obligation by refusing the entire bids.

**35.2.** In case the tender is annulled, the situation shall be informed to entire bidders immediately.

**35.3.** Furthermore, where any one of the bidders requests, the grounds for annulling the tender shall be communicated to the requesting bidder.

### **Article 36- Determining the Most Advantageous Bid In Economical Terms**

**36.1.** The most advantageous bid in economical terms shall be determined on the basis of lowest price in evaluating the bids in this tender.

**36.2.** In the tenders where the lowest price is considered as the most advantageous bid in economical terms, the following factors other than price shall be evaluated in case same price is proposed by more than one bidder and these are the most advantageous bid in economical terms:

The tender shall be concluded after determining the most advantageous bid in economical terms by evaluating the consistency of the work experience certificates (the highest amount in a single contract).

**36.3.** Applying price advantage in the favor of local bidders: not price advantage shall be applied in the favor of local bidders in evaluating the bids.

### **Article 37- Reaching a Decision in the Tender**

**37.1.** The tender shall be awarded the bidder who has submitted the most advantageous bid in economical terms as a result of the evaluation carried out in accordance with the provisions of the Specifications.

**37.2.** The tender commission shall determine its justified decision and shall submit it to the approval of the tender authority.

### **Article 38- Approval of the Tender Decision**

**38.1.** Before the tender decision is approved by the tender authority, the Administration shall confirm from the State Tender Board whether the bidders to whom the tender is awarded is banned from participating in the tenders or not and shall attach the related document to the tender decision.

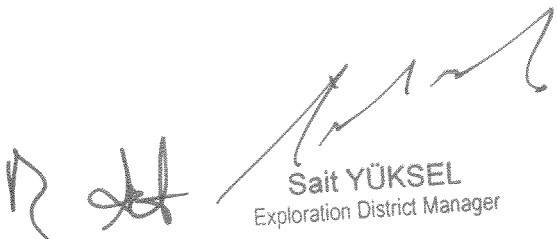
**38.2.** The tender authority approves the tender decision as soon as possible following the decision date or cancels the decision by stating the grounds clearly.

**38.3.** In case the tender authority approves the decision, the tender shall be valid; otherwise shall be invalid.

### **Article 39- Communicating the Finalized Tender Decision**

**39.1.** As soon as possible after the date the tender decision is approved by the tender authority, the tender result shall be communicated in return to signature to all of the bidders who have submitted bids in the tender including the winner bidder or sent to their official communication addresses via fax, electronic mail or registered mail. The seventh day following the posting of the letter shall be considered as the date of communication of the decision to the bidders.

**39.2.** In case the tender decision is refused by the tender authority, the bidders shall be informed in the same manner.

  
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Exploration Group Manager

#### **Article 40- Invitation to Contract**

**40.1.** As soon as possible after the date on which the notification periods stated in Article 39 of the Specifications ends the bidder awarded with the tender shall be invited to sign the contract via fax, electronic mail or registered mail. Seventh day following the posting date of the letter shall be considered as the date of communication of the decision to the bidder.

**40.2.** This notification may be communicated at the Administration in return to signature of the bidder.

**40.3.** The bidder is obliged to submit the performance bond and sign the contract within ten (10) days following the date of communication.

#### **Article 41- Performance Bond**

**41.1.** This guarantee shall be submitted by the winner bidder before signing the contract at the amount 6% calculated over the tender value.

**41.2.** Where the winner bidder is a joint venture, either the partners may submit performance bonds proportional to their shares or the performance bond may be supplied by one or more partners.

#### **Article 42- Duties and Responsibilities of the Bidder in Contracting**

**42.1.** The bidder to whom the tender is awarded is obliged to sign the contract after submitting the performance bond and the documents stating that he/she is not in conditions stated in items (a), (b), (c), (d), (e), and (g) of Article 10 of the Specifications within the time period laid down in Article 40.3 which belong to the date before the tender date. After the contract is signed, the bid bond shall be refunded.

**42.2.** In case the bidder to whom the tender is awarded is a joint venture, each partner of the joint venture is obliged to submit the documents stating that he/she is not in conditions stated in items (a), (b), (c), (d), (e), and (g) of Article 10 of the Specifications separately.

**42.3.** The foreigner bidders shall submit the equivalent of the documents stated in items (a), (b), (c), (d), (e), and (g) in Article 10 of the Specifications due to their legislation. In case the equivalent of such documents does not exist in the legislation the bidder is bound by or it is impossible to prepare such documents, then these bidders shall submit their written declaration regarding the issue.

**42.4.** In case the bidder does not comply with these obligations, the bid bond of the bidder winning the tender shall be entered as receipt without the need of lodging a protest or judgment.

**42.5.** Furthermore, the relevant Article of Law Number 4734 shall be applied against the winner bidder who does not sign the contract duly excluding the force majeure.

#### **Article 43- Notification to the Owner of the Second Most Advantageous Bid in Economical Terms**

**43.1.** In case the bidder winning the tender does not submit the documents stating that he/she is not in the situations stated in items (a), (b), (c), (d), (e), and (g) of Article 10 of the Specifications or the performance bond or does not sign the contract, the Administration may sign the contract with the owner of the second most advantageous bid in economical terms provided that the proposed price is found convenient by the tender authority. In such a case, before the approval of suitability by the tender authority, whether the bidder of the second most advantageous bid in economical terms is banned or not is confirmed and the documents stating that the bidder is not in situations stated in items (a), (b), (c), (d), (e), and (g) of Article 10. The article 42.3. is considered for foreign bidders.

**43.2.** The said bidder shall be notified in accordance with the provisions of Article 40 of the Specifications.

**43.3.** In case the owner of the second most advantageous bid in economical terms does not sign the contract, the bid bond of this bidder shall be entered as receipt and the tender shall be cancelled.

**43.4.** Furthermore, the relevant Article of Law Number 4734 shall be applied against the bidder of the second most advantageous bid in economical terms who does not sign the contract duly excluding the force majeure.

  
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Exploration Group Manager

#### **Article 44- Duties and Responsibilities of the Administration in Contracting**

The Administration shall be obliged to fulfill its responsibilities in signing the contract. In case the administration does not fulfill these obligations, the bidder may revoke his undertaking within maximum five days following the end of the time period stated in Article 40, provided that notifying with a notary public notification of ten days. In such a case the bid bond shall be refunded.

#### **Article 45- Binding the Tender to Contract**

**45.1.** The contract which is prepared by the Administration in accordance with the terms and conditions stated in the tender documents shall be signed by the tender authority and the contractor.

**45.2.** This Contract is prepared in two (2) original copies and go into effect after signing by the Administration and Contractor, and also notary public certification is not needed.

One original copy of this Contract should be sent by Administration to General Directorate of Oil Affairs in accordance with Article of "Oil Regulation" in effect under the Oil Law and the other original copy reserved for the Administration.

**45.3.** The taxes (excluding VAT) (2 Contract Stamp Duty, 1 Commission Decision Stamp and Withholding Tax duties), fees (stamp duty, Decision Confirmation Stamp, Commission Decision Stamp etc.) and the entire costs regarding the contract shall be borne by the contractor.

In the event that there is an agreement on Double Taxation, both parties will benefit from the decrees of double-taxation agreement between Turkey and Contractor's Country to the extent allowed. In order to profit from the international double taxation exemption agreement between Contractor's Country and Turkish Government, the Contractor will provide Company related documents and Tax Residency Certificate from Contractor's Government within ten (10) days after the execution date of the Agreement. This Certificate has to be approved by the Turkish Embassy or by an International Notary having an internationally valid apostille. Certificate language should be both Turkish and Contractor's language. If the certificate is not provided, then there will be a withholding tax (5%) to be applied from the invoices.

Prior to commencement of the work, CONTRACTOR shall pay to Branch Code 425 Ankara Corporate Branch - 00158048000922784, IBAN No (USD) TR 180001500158048000922784 TPAO Account Number which is regarding to the contract by making an explanation about the subject.

Administration shall pay Contractor's Stamp Tax Amount and Commission Decision Stamp Tax Amount to the Taxing Authorities on behalf of Contractor. The Stamp Tax Amount and Commission Decision Stamp Tax is calculated as follows; Total Agreement price [(Total foreign currency amounts) x Stamp Tax Rate and/or Commission Decision Stamp Tax Rate]. The said tax amounts shall be paid within 10 working days after signing of the Agreement to Administration's bank account by Contractor and the original bank receipt proving the payment shall be sent to Administration. In case of a delay, a delay penalty interest will be applied based on the highest interest rate determined by the Central Bank of Turkey applicable for one year foreign currency loans of State Banks.

**45.4.** Where the contractor is a joint venture, the contract shall be signed by all of the partners of the joint venture.

### **V – ISSUES ON APPLYING THE CONTRACT**

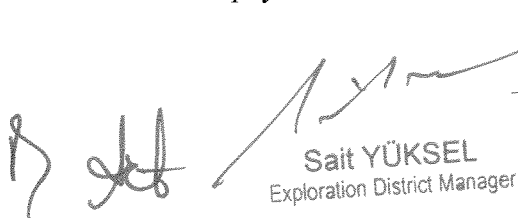
#### **Article 46- Place and Terms of Payment**

**46.1.** The payment regarding the service subject to tender shall be made by the Presidency of Financial Affairs Group, General Directorate of TPAO.

**46.2.** The arrangement and the accrual of progress payment, the deductions to be made, and the provisions for payment shall be laid down in the draft contract.

#### **Article 47- Advance Payment, Terms and Amount**

No advance payment shall be made to the contract during the performance of the undertaking.

  
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#### **Article 48- Paying Price Difference and Conditions for Calculating**

No price difference shall be payable.

#### **Article 49- Commencement and Completion Date of the Work**

**49.1.** The work shall commence within **60 (Sixty)** calendar days following effective date of the contract.

**49.2.** The work shall be finished in 1 (one) year from the effective date of the signed contract.

**However**, in article 2 of the contract, the contract period shall be over before the stated contract period in case the work is completed at an amount acceptable by the Administration and the finished part of the work is accepted.

#### **Article 50- Situations and Terms Where Period Extensions Shall be Granted**

Situations which are accepted as force majeure, and Terms Where Period Extensions Shall be Granted, are laid down in the Draft Contract.

#### **Article 51- Additional Works to be Done within the Scope of Contract, Decrease in Work or Discharging the Work**

**51.1.** Where a decrease or increase in the amount of work is compulsory for reasons unforeseen by the Administration during the performance of the Contract, the Contractor is obliged to perform the work equivalent to 30% more or less of the contract value under the same conditions.

**51.2.** The contractor shall not request or claim anything for either increase or decrease in the amount of work in this context.

**51.3.** In case the work amount increases, a time extension shall be granted to the Contractor proportional to the ratio of the increased amount to the contract value and the Contractor shall be liable to submit additional performance bond for the increased amount.

**51.4.** Where there is a difference in the estimations made by the Contractor and the Administration on the issue whether the increased or decreased work amount is over the ratios mentioned above, the estimations of the Administration shall be taken as basis.

**51.5.** In case the additional work is over the 30% of the tender value, the work shall continue with the consent of the parties. Otherwise, the relation with the Contractor shall be finalized. In such a case an indemnity shall never be payable to the Contractor.

#### **Article 52- Fines and Deductions**

**52.1** In case the Bidder does not commence the work on time, the bidder shall pay the Administration % 1 of the contract price per delayed calendar day. The total amount of this fine shall not exceed the % 10 of the contract price.

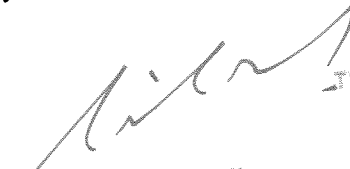
Where the Bidder does not fulfill the liability stated in Article (52.1) above within 10 (ten) calendar days provided that the penal condition is applied, the Administration shall have the right to annul the Contract.

**52.2** In case the Bidder does not complete the work within contract period, the bidder shall pay the Administration % 1 of the contract price per delayed calendar day. The total amount of this fine shall not exceed the %5 of the contract price.

Where the Contractor does not fulfill the liability stated in Article (52.2) above provided that the penal condition is applied, the Administration shall have the right to annul the Contract

In case the Administration applies the abovementioned penal condition, the Bidder accepts to pay the amount in single payment or that the receivables to be accrued from the works subject to another file and/or performance letter of guarantee are blocked or Acquired or that the said amount to be deducted from its progress payment, without the necessity of annulling the Contract or lodging a protest or the judgment of the judicial agencies.

Furthermore, provisions of relevant Articles of Laws Number 4734 and 4735 shall be applied against the company.

  
  
**Salt YÜKSEL**  
Exploration District Manager

**TÜRKİYE PETROLLERİ A. O.**  
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**Ömer ŞAHİNTÜRK**  
Exploration Group Manager

### **Article 53- Conditions for Auditing, Inspection and Acceptance Procedures**

The auditing and acceptance procedures of the service subject to contract shall be realized in accordance with the provisions stated in the draft contract and its annexes. For the parts stated in the contract regarding the work in the service work subject to contract, a partial acceptance shall be made within the basis and procedures stated again in the draft contract and its annexes.

### **Article 54- Resolution of the Conflicts**

Provisions regarding the issue stated in the contract of the work shall be applied regarding the conflicts arising from the execution of the contract.

### **Article 55- Confidentiality**

Secrecy applications related to service, explained in the contract, are to be done according to the terms in the draft contract and the annexes

### **Article 56: MISCELLANEOUS ISSUES**

**56.1** The Bidder shall not transfer or alienate its undertaking regarding this Service Purchasing work to another party without the written permission of the Administration.

**56.2** In case otherwise specified in the Contract, "TPAO Service Purchasing Administrative Specifications, Technical Specifications and the remaining Tender Documents" shall be considered as the basic element of the Contract.

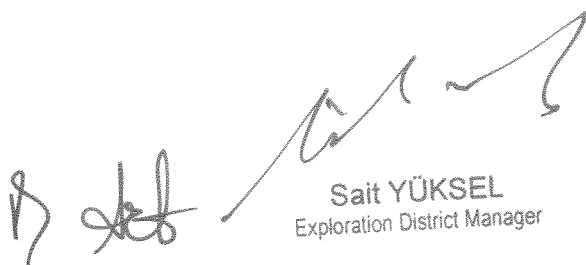
**56.3** The Administration shall not be subject to State Tender Law Number 4734 excluding the provisions regarding fines and banning from tenders. In addition, Administrator has a right to make this bid or make a new bid by separating the subject of the contract.

**56.4** Scope, details, and terms of the work to be performed under the Contract are stated in thoroughly in the abovementioned contract and tender specifications pack, and the Bidder shall exert the maximum effort in applying the resolution method recommended by the Administration in resolving the issues and problems unforeseen due to the nature of the work.

**56.5** All of the expenses (Insurance, every labor fees, transportation, food, accommodation, health expenditures, vehicles to be used in going to and returning from the field, the fuel and other expenditures of such vehicles, work garments, protective equipment, etc.) of technical equipment (insurance, service and maintenance, etc.) and the personnel to be charged (technical, administrative etc.) to be used by the Bidder in the works under the scope of tender shall be borne by the bidder.

**56.6.** Following signing the contract, the Bidder shall carry out the transactions regarding the operation permissions to be used in the offshore fields in accordance with the legislation of Republic of Turkey and legal visas, license, permission, etc. which are obligatory by law for the Foreign personnel and technical equipment (General Directorate of Petroleum Affairs, Republic of Turkey Ministry of Internal Affairs, Republic of Turkey Foreign Ministry, Republic of Turkey Undersecretariat of Maritime, Republic of Turkey Ministry of Defense, Republic of Turkey Ministry of Labor and Social Security, etc.) within the scope of "Work Schedule" regarding the works to be carried out in Offshore fields laid down in the Attachment of Technical Specifications by bearing the entire expenses.

**56.6.1** In case the Bidder informs the Administration that he/she would not complete the works (permission, license, visa applications, etc.) stated in Article 56.6 above within the period of 60 (Sixty) days stated in Article 49.1 of the Specifications for reasons not caused by himself/herself and if it is found appropriate by the Administration, the commencement date of work shall be able to be extended within a period found convenient by the Administration.

  
Sait YÜKSEL  
Exploration District Manager

TÜRKİYE PETROLERİ A. O.  
GENEL MÜDÜRLÜĞÜ

  
Ömer ŞAHİNTÜRK  
Exploration Group Manager

**GENERAL DIRECTORATE OF TÜRKİYE PETROLLERİ**  
**CONTRACT PERTAINING TO TENDER OF SERVICE PURCHASE**  
**FOR 3D SEISMIC OFFSHORE DATA ACQUISITION**

**TRN (Tender Registration Number): 2010/93256**

**Article 1- Parties to the Contract**

This contract is concluded on one part General Directorate of TPAO (hereinafter referred as “the Administration”) and on the other part ..... (hereinafter referred as “the Contractor”) in the following terms.

**Article 2- Information on Parties**

**2.1.** Address of the Administration: General Directorate of Türkiye Petrolleri A.O. Exploration Group Geophysical Operations Directorate, Bahçelievler Mahallesi 279. Sok. No: 2 06830 - Gölbaşı/ANKARA, TURKEY

**Tel no** : 00 90 312 4840699

**Fax no** : 00 90 312 4840698

**Electronic mail address:** [artoygar@tpao.gov.tr](mailto:artoygar@tpao.gov.tr)

**2.2.** Notification communication address of the Contractor .....,

Tel no: .....

Fax no: .....

Electronic mail address: .....

**2.3.** Both of the parties accept the addresses stated in Article 2.1 and 2.2 as their notification communication address. Notification communication made to the last notified address shall be considered to be made to the relevant party unless changes in address are notification communicated duly to the other party.

**2.4.** The Parties may use other methods such as personal delivery, mailing or mail courier, fax or electronic mail provided that the written official communication is made within the specified time.

**Article 3- Language of the Contract**

The Contract and appendixes is prepared in English.

**Article 4- Definitions**

Relevant definitions laid down in TPAO Regulation for Purchasing Goods and Services, State Tender Law Number 4734, State Tender Contracts Law Number 4735, and documents constituting tender documents.

**Article 5- Definition of Work**

Within the scope of oil and natural gas exploration activities, this service purchase includes acquiring 1.100 km<sup>2</sup> of 3D seismic offshore data and further, processing it either on a vessel or in a processing center.

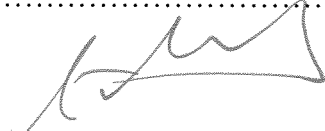
**5.1. Other information regarding work:** The rights of the Administration to apply the issues stated in Article 29 in work increase or decrease in this data acquisition work when and where necessary shall be preserved.

Technical attributes and other details of the work are regulated in the documents attached to this Contract and the documents constituting the Tender documents.

**Article 6- Type and Value of the Contract**

The total amount of Lump sum Price of this contract is (in figures and letters).....

1) 94

  
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Exploration Group Manager

## **Article 7- Expenditures Included in the Contract Value**

**7.1.** Transportation, every kind of insurance, every kind of taxes, duties, every labor fees and the stamp duty calculated over the Contract value, Decision Confirmation Stamp and the Commission Decision Stamp expenses related with the performance of the contract (including the increases which may arise from additional works) are included in the contract value.

For foreign companies not registered in Turkey and not having any branches or business places in Turkey or those companies subject to limited tax liability in Turkey, the Administration shall deduct withholding tax (currently %5) from each invoice submitted by Contractor and remit to the taxing authorities of Turkey according to the current Turkish tax regulations. If such amounts are required to be deducted Administrator shall withhold such amounts in a timely fashion and in accordance with relevant legislation and shall provide within 30 days a letter and the list of the withholding tax return showing that withholding tax was paid on behalf of Contractor by the Administration.

Value added tax which is calculated due to the relevant legislation is not included in the contract value.

In case there is increase in the items stated in Article 7.1 above or similar new items emerge, the proposed price shall be deemed to include the margin to cover such increases or differences.

**7.2.** Furthermore, the issues under the responsibility of the bidder laid down in Article titled with “**Miscellaneous Issues**” shall be included in the contract value.

The expenditures stated in Article 7.2 above shall also be included in the price and in case there are increases these expenditure items, the proposed price shall be deemed to include the margin to cover such increases or differences.

## **Article 8- Taxes, Duties and Fees, and Other Expenditures Regarding the Contract**

Every kind of insurance, transportation, every kind of taxes, duties, every labor fees and the stamp duty calculated from the Contract price, Decision Confirmation Stamp and Commission Decision Stamp costs which may arise from submitting bids and conclusion of the contract, from the awarding of the contract to the delivery, and executing the contracted work shall be included in the proposed price.

The Administration is exempt from the Value Added Tax (VAT) for the work subject to this tender.

Administration shall pay Contractor's Stamp Tax Amount and Commission Decision Stamp Tax Amount to the Taxing Authorities on behalf of Contractor. The Stamp Tax Amount and Commission Decision Stamp Tax is calculated as follows; Total Agreement price [(Total foreign currency amounts) x Stamp Tax Rate and/or Commission Decision Stamp Tax Rate]. The said tax amounts shall be paid within ten (10) working days after signing of the Agreement to Administration's bank account by Contractor and the original bank receipt proving the payment shall be sent to Administration. In case of a delay, a delay penalty interest will be applied based on the highest interest rate determined by the Central Bank of Turkey applicable for one year foreign currency loans of State Banks.

Prior to commencement of the work, CONTRACTOR shall pay the taxes regarding the contract to Branch Code 425 Ankara Corporate Branch - 00158048000922784, IBAN No

  
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Exploration Group Manager

(USD) TR 180001500158048000922784 TPAO Account Number which is regarding to the contract by making an explanation about the subject.

In the event that there is an agreement on Double Taxation, both parties will benefit from the decrees of double-taxation agreement between Turkey and Contractor's Country to the extend allowed. In order to profit from the international double taxation exemption agreement between Contractor's Country and Turkish Government, the Contractor will provide Company related documents and Tax Residency Certificate from Contractor's Government within ten (10) days after the execution date of the Agreement. This Certificate has to be approved by the Turkish Embassy or by an International Notary having an internationally valid apostille. Certificate language should be both Turkish and Contractor's language. If the certificate is not provided, then there will be a withholding tax (5%) to be applied from the invoices.

#### **Article 9- Appendixes of the Contract**

**9.1.** Tender documents are appendixes and integral part of this contract and shall bind the Administration and the Contractor. However, in case of contradiction or difference between the provisions of Contract and the provisions in documents constituting the Tender documents, provisions stated in the tender documents shall prevail.

**9.2** The priority list of the documents constituting the tender documents is as follows:

- 1- Administrative Specification,
- 2- Draft Contract,
- 3- Technical Specification,
- 4- Lump Sum Letter of Proposal and Appendix (Price Proposal Chart),

**9.3.** The addendums shall have the priority equal to the document they belong to.

#### **Article 10- Contract Period**

The contract period shall be one (1) year from the commencement date of works.

**However,** in case the work stated in Article 5 of this Contract is completed at an amount acceptable by the Administration the contract period shall be over when the executed part of the work is accepted.

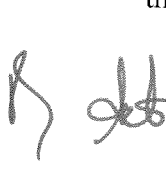
**10.1.** The contract period shall be one (1) year from the commencement date of works; however, in case the parties are satisfied from the works performed, the contract period shall be able to be extended for once as much as the original contract period with a supplement protocol prepared as a result of the agreement reached by mutual negotiations held 1 (one) month before the contract period ends. The right of the Administration whether to extend the contract period shall be preserved.

#### **Article 11- Place of Performance, Delivery of the Place of Performance and Commencement Date of Work**

**11.1.** Place of performance: The performance place of this work shall be Mediterranean Sea region with the purpose of Acquiring Three Dimensional (3D) Seismic Data in Offshore Regions under the control of Geophysical Operations Directorate established in the Gölbaşı Facilities of the Administration.

**11.2.** Principles regarding the delivery of the place of performance: The licenses for the fields where the contractual work will be carried out shall be obtained by the Administration and the legal permissions required for the operation, foreign personnel and technical equipment by the laws of Republic of Turkey shall be obtained by the Contractor.

**11.3.** The work shall commence within **60 (Sixty)** calendar days following effective date of the contract. Mobilization will be accepted as the work commencement date.

  
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Exploration Group Manager

## **Article 12- Provisions regarding the Guarantee**

**12.1. Performance Bond:** The performance bond for this work is at the amount of .....(in figures and letters)..... The contractor has provided a performance at the amount of..... (in figures and letters) ..... regarding this work.

**12.1.2** The following provision shall be in effect where the performance bond is submitted as a bank letter of guarantee:

The performance letter of guarantee submitted by the Contractor is valid through the date ..... where the contract period is exceeded by time extension or penalized work, the validity of the performance letter of guarantee shall be renewed to cover the extended time period.

**12.2. Additional Performance Bond:** Where there is an increase in the contract value due to increase in the work, an additional performance bond at the amount of 6% of the increase amount in values accepted as securities shall be submitted.

**12.3.** The performance bond and the additional performance bond submitted by the Contractor can be changed by other securities which are accepted as guarantee.

### **12.4. Refunding the Performance Bond and Additional Performance Bond:**

**12.4.1.** After it is determined that the undertaking is performed in accordance with the provisions of the contract and tender documents and that the Contractor does not have any liabilities to the Administration arising from this work, the performance bond and if any, the additional performance bond shall be refunded in full to the Contractor following the document stating that the Contractor is free from liabilities obtained from the if any relation according to Social Security Institution.

**12.4.2.** In case the debts of the Contractor to the Administration and if any relation according to Social Security Institution arising from this work and the tax deductions made from the wages and payments considered as wages are not paid until the date of acceptance of the service, the performance bond and the additional performance bond shall be liquidated and the debts shall be deducted from this amount without the need of lodging a protest or getting a judgment and the remaining shall be refunded to the Contractor.

**12.4.3.** In cases where the deduction due to the abovementioned provisions is not necessary, the performance letters of guarantee which are not returned because not being requested in spite of the written warning of the Administration within two years following the approval of the final account and acceptance minutes shall be invalid and returned to the preparing bank or private finance institution. Securities other than letter of guarantee shall be entered as receipt to the Treasury at the end of this period.

## **Article 13- Place and Terms of Payment**

The contract value shall be payable by the administration within the framework of the following plan and terms provided that the article provisions regarding defective, faulty and incomplete works in the contract and specifications attached to the contract are preserved:

**13.1.** Payment regarding service subject to tender shall be made by a money order, of which the money order expenses are borne by the Contractor, made to the bank account of the Contractor within fifteen (15) days following the presentation to the Administration of the invoice prepared by the Contractor basing on the progress payment report prepared by the Geophysical Operations Directorate, Presidency of Explorations Department at the end of each month during the operation. In case the operation is done; the money order is going to be done after the acceptance of work completion by the administration. Administration only accepts invoices from Contractor's following address ..... .

The Contractor shall state the prices and amount in its invoice in US Dollars (\$) and this currency shall be used for the payments of the work subject to Contract.

  
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In the event that the Contractor is a taxpayer in Turkey, then Turkish equivalent of the related foreign currencies shall also be presented in the invoice. The indicative Exchange Buying Rate of The Related Foreign Currency Announced at 15:30 on previous day of the invoice date by the Central Bank of Turkey shall be taken for the calculation.

In a matter of Seismic Data Processing Job's exceeding Contracts validity, these payment related to seismic data processing shall also be paid within the context of contract. But Contractor should conform the duration of performance bond or extra-performance bond according to this extension of time.

In the event that Contract is signed with the Companies registered in countries that allow Unfair Tax Competition (Countries which are declared as 'Tax Havens' by OECD), then Contractor will be sole responsible for said withholding taxes related with the Corporation Income Tax.

**13.2.** The Contractor is obliged to use the contract value stated in the contract for the service work according to the work schedule defined in the contract within the contract period.

**13.3.** The Contractor shall not transfer or alienate its progress payments and receivables regarding the work performed to another party without the written permission of the Administration. The letters of conveyance shall be prepared by notary public and shall bear the terms and conditions requested by the Administration.

**13.4.** The bank account information of the Contractor:

**Bank** :  
**Branch code** :  
**Account no** :  
**IBAN** :

#### **Article 14- Advance Payment, Terms and Amount**

No advance payment shall be made for this work.

#### **Article 15- Price Difference**

**15.1.** The Contractor shall have no right to claim price difference for reasons of increase in taxes, duties, fees and similar liabilities or creation of new financial obligations within either the contract period or the extended period.

**15.2.** No price difference shall be payable for the works performed under the scope of this contract.

#### **Article 16- Information and Responsibilities Regarding Subcontractors**

The Contractor shall include the list of the works in the service subject to tender they consider to subcontract as an appendix of their bids. In case the tender is awarded to a contractor who has submitted such a bid, the contractor shall submit the list of subcontractors to the approval of the Administration before signing the contract. In such a case the responsibility of the bidder regarding the works performed by the subcontractors shall not relieve the contractor's responsibility.

#### **Article 17- Fines and Deductions**

**17.1** In case the Contractor does not commence the work on time, the bidder shall pay the Administration % 1 of the contract price per delayed calendar day. The total amount of this fine shall not exceed the % 10 of the contract price.

  
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Exploration Group Manager

Where the Contractor does not fulfill the liability stated in Article (17.1) above within 10 (ten) calendar days provided that the penal condition is applied, the Administration shall have the right to annul the Contract.

**17.2.** In case the Contractor does not complete the work within contract period, the bidder shall pay the Administration % 1 of the contract price per delayed calendar day. The total amount of this fine shall not exceed the % 5 of the contract price.

Where the Contractor does not fulfill the liability stated in Article (17.2) above provided that the penal condition is applied, the Administration shall have the right to annul the Contract.

In case the Administration applies the abovementioned penal condition, the Contractor accepts to pay the amount in single payment or that the receivables to be accrued from the works subject to another file and/or performance letter of guarantee are blocked or collected or that the said amount to be deducted from its progress payment, without the necessity of annulling the Contract or lodging a protest or the judgment of the judicial agencies. Furthermore, provisions of relevant Articles of Laws Number 4734 and 4735 shall be applied against the Contractor.

#### **Article 18- Situations and Terms Where Period Extensions Shall be Granted**

**18.1. Force Majeure:** The following situations shall be considered as force majeure provided that they are not caused by a fault of the contractor, have the nature to hinder the performance of the contract, are beyond the power of the contractor to be removed, are notified in written by the contractor to the Administration within twenty (20) days following the force majeure, and are documented by the competent authorities:

- a) Natural disasters,
- b) Legal strike,
- c) Prevalent epidemic diseases,
- d) Partial or general mobilization announcement,

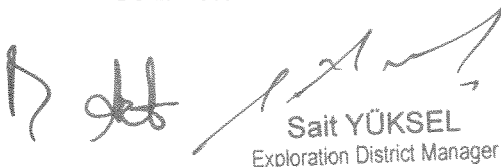
**18.2. Reasons Caused by the Administration:** in conditions where the Administration does not fulfill its contractual obligations or its obligations in the General Specifications regarding the performance of the contract (such as delivery of the place, approvals of the projects and work schedule, permissions, licenses and acceptances etc.) within the foreseen periods without the fault of the contractor and where completing the work on time is not possible for this reason, provided that such a situation has the nature to hinder the performance of the contract, and removing this hindrance is beyond the power of the contractor, the time period of a part or all of the delayed work may be extended due to the hindering reasons and the quality of the work to be done.

**18.3.** Where there is an increase in work caused by additional works due to Article 29. of the Contract, the work period shall be extended partially or wholly for the relevant work proportional to the increase.

#### **Article 19- Control Group, Duties and Authorities**

The Administration shall control whether the work is carried out in accordance with the standards (quality and features) laid down in the contract and its appendixes through the Control Group formed.

**19.1.** The general scope and practice of the Work shall be under the direction of Administrator, but the actual conduct and the manner of performance of the Work shall be under the direction, supervision and control of Contractor. Contractor is an independent contractor, and is not an agent of Administrator, and persons engaged by Contractor in the Work and all matters incidental thereto shall be employees or independent subcontractors of Contractor and not of Administrator. No employee of the Administration shall be deemed to

  
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be an employee of Contractor, and neither the Administration nor the Contractor shall have control over the employees of the other.

**19.2.** The Administration and Contractor shall each appoint and maintain a competent representative to act on its behalf. The representative shall be authorised to act on behalf of Administrator and Contractor respectively in all matters concerning the Work and administration of this Agreement. Representatives shall be available for consultation at all reasonable times, and all oral/or written communication shall be between these representatives. Should a Party's representative or Contractor employee prejudice the proper and efficient performance of the Work or fails to abide confidentiality responsibility under this Contract, the other Party may request his removal and upon good cause shown, the representative shall be removed and replaced as soon as is reasonably practicable.

**Article 20- Records and Minutes Regarding the Performance of the Work**

The records, in the technical specifications, determined by the Administration in order to ensure the works to be performed in accordance with the contract and its appendixes and with the work schedule shall be kept by the Control Group. The Contractor is obliged to undersign these records and documents. An undersigned copy of these shall be given to the contractor.

In case the work subject to contract has a nature of a continuous work by performing a certain periodical service (daily, weekly, monthly etc.), the abovementioned records shall be kept for these periods and objection to the records shall be made during the records are kept. Whether the work is performed in accordance with contract and its appendixes, the defects, faults and incompleteness in the works, the number of working personnel and the used machinery and equipment, and other issues found necessary by the Control Group shall be stated in these records. These records and objections shall be taken as basis both in the progress payments and in the acceptance operation carried out by the acceptance commission at the end of the contract period.

**20.1.** Every kind of documents and reports which may be required by the Administration for the research to be carried out reliably at the beginning of research, during the research and at the end of it, and during the research to be carried out by the Administration as stated in Technical Specifications shall be prepared by the Contractor within a reasonable time acceptable by the Administration.

**Article 21- Conditions for Delivery, Inspection and Acceptance Procedures**

**21.1.** Since the work subject to contract has a continuous nature, approving the monthly work report to be held jointly by the Control Group and Contractor regarding the performance of the works as of the periods the service is performed at the end of each month or at the end of program by the Administration authorities in charge with field operations and sending these reports to the main office and these reports being approved by the Administration at the main office shall mean the delivery of the part of the work completed within that month.

**21.2.** When the said work is completed, the Contractor shall apply to the Administration with a petition including the request of carrying out the acceptance procedure for the delivery of the (work/part concerned). Upon this application, the completed (work/part concerned) shall be delivered at the address General Directorate of Türkiye Petrolleri A.O. Exploration Group Geophysical Operations Directorate, Bahçelievler Mahallesi 279. Sok. No:2 06830-Gölbaşı/Ankara, Turkey and within suitable time following the application letter is received by the Administration. The Contractor shall be liable for the damages arising from unfulfilling his/her obligations regarding the delivery of work stated in contract and its appendixes.

**Article 22- Protecting and Insuring the Work and Place of Work**

The contractor shall be responsible from the insurance and the protection of every kind of tools, materials, preparation, machinery and vehicles, and the service work subject to contract

  
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in the place of work from the commencement of the work until receiving the acceptance certificate.

The Contractor is obliged to take all the necessary precautions in order to prevent accidents, damages and losses, and to follow the directions given by the Control Group in order to minimize the possibility of accidents, damages and losses.

The Contractor is obliged to take all of the safety precautions in the works carried out in the place of work during the work period. The Contractor shall be liable for refunding the damages and loss in the working field or surroundings caused by lack of sufficient safety precautions. In addition the Contractor is obliged to train the employees on methods and precautions for protecting from possible accidents caused by the equipment used in the work place. The entire expenses regarding the safety and protection precautions applied by the Contractor's own will or upon request of the Control Group on this issue shall be borne by the Contractor.

#### **Article 23- Responsibilities of the Contractor Regarding the Personnel Employed in the Work Subject to Contract**

The responsibilities of the Contractor regarding the personnel employed in the work subject to contract are determined in the compulsory provisions of the relevant laws regulating this issue and in the contract appendixes, and the Contractor is obliged to apply these exactly.

In case of the Client determines that the Contractor is not fulfills his obligations regarding to that issue, the Client wants immediate action from the Contractor to fulfill his obligations. The Contractor has to fulfill his obligations in 10 days. The Client's losses resulted from the failed responsibilities of the Contractor regarding the personnel employed in the work (which are determined or undetermined from the Client) will be cut from the progress payment and performance bond of the Contractor.

#### **Article 24- Death, Bankruptcy, Serious Disease, Arrest or Condemned Status of the Contractor**

**24.1** Where the Contractor is a real or a single artificial person, Article 17 of Law Number 4735 shall be applied.

**24.2** Where the Contractor is a Joint Venture, Article 18 of the same law shall be applied.

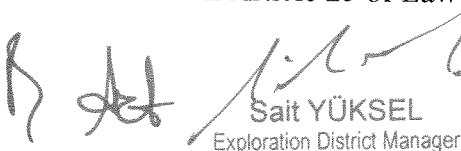
#### **Article 25- Termination of the Contract by the Contractor**

Where the Contractor notifies the Administration that he/she could not perform the contract for reasons such as being in financial insolvency excluding the force majeure following the signing of the contract, the performance bond and if any, the additional performance bonds are entered as receipt without the need on lodging a protest or getting a judgment, and the Contract is annulled, the account of the Contractor is liquidated in accordance with the general provisions.

#### **Article 26- Termination of the Contract by the Administration**

The Administration shall annul the contract under following conditions:

- a) Where the Contractor does not complete his/her commitment in accordance with the provision of tender documents or the contract or does not complete the work in time, following the application of the delay fine at the rate stated in the contract, in case the situation continues in spite of the Administration's warning of minimum twenty (20) days in which the reasons are specified in detail,
- b) Where the Contractor is determined to commit the prohibited acts and deeds stated in Article 25 of Law Number 4735 during the execution of the Contract,

  
Salt YÜKSEL  
Exploration District Manager

TÜRKİYE PETROLLERİ A. Ş.  
GENEL MÜDÜRLÜĞÜ  
8

  
Ömer ŞAHİNTÜRK  
Exploration Group Manager

the performance bond and if any, the additional performance bonds are entered as receipt without the need on lodging a protest or getting a judgment, and the Contract is annulled, the account of the Contractor is liquidated in accordance with the general provisions.

#### **Article 27- Termination Caused by the Prohibited Acts or Deeds Committed Before the Contract**

Where, following the contract, the Contractor is determined to commit prohibited acts or deeds due to Law Number 4734 during the tender process, the performance bond and if any, the additional performance bonds are entered as receipt without the need on lodging a protest or getting a judgment, and the Contract is annulled, the account of the Contractor is liquidated in accordance with the general provisions.

However, provided that 80% of the contract is completed and there is a public interest in completing the contract, where

- a) There is not sufficient time for re-contracting the rest of the work because of its urgency,
- b) It is not possible to have another contractor to carry on the contract,
- c) The prohibited acts or deeds of the Contractor does not have a nature to hinder the completion of the contract, the Administration may request the Contractor to complete the contract without annulling the Contract and in such a case, the Contractor is obliged to complete the contract. However, in such a case the provisions of Article 26 of Law Number 4735 shall be applied against the Contractor and a fine at the amount of performance bond plus, if any, the additional performance bonds are collected from the Contractor. This fine may be collected by deducting from the progress payments.

#### **Article 28- Annulment of the Contract by Force Majeure**

The Administration or the Contractor may unilaterally annul the Contract caused by Force Majeure. However, in case the Contractor requests a time extension basing on force majeure, for the Administration to annul the contract, the work should be incomplete according to the contract and the appendixes at the end of the time extension. In case the contract is annulled, the account shall be liquidated in accordance with the general provisions and the performance bond shall be refunded together with the additional performance bonds, if any.

#### **Article 29- Additional Works to be Done within the Scope of Contract, Decrease in Work or Discharging the Work**

**29.1.** Where a decrease or increase in the amount of work is compulsory for reasons unforeseen by the Administration during the performance of the Contract, the Contractor is obliged to perform the work equivalent to 30% more or less of the contract value under the same conditions.

**29.2.** The contractor shall not request or claim anything for either increase or decrease in the amount of work in this context.

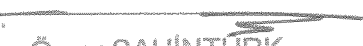
**29.3.** In case the work amount increases, a time extension shall be granted to the Contractor proportional to the ratio of the increased amount to the contract value and the Contractor shall be liable to submit additional performance bond for the increased amount.

**29.4.** Where there is a difference in the estimations made by the Contractor and the Administration on the issue whether the increased or decreased work amount is over the ratios mentioned above, the estimations of the Administration shall be taken as basis.

**29.5.** In case the additional work is over the 30% of the tender value, the work shall continue with the consent of the parties. Otherwise, the relation with the Contractor shall be finalized. In such a case an indemnity shall never be payable to the Contractor.

  
Sait YÜKSEL  
Exploration District Manager

TÜRKİYE PETROLLERİ A.Ş.  
GENEL MÜDÜRLÜĞÜ

  
Ömer ŞAHİNTÜRK  
Exploration Group Manager

### **Article 30- Penal Responsibility of the Contractor**

Although determined following the completion of the work and the acceptance procedure, a crime petition shall be submitted to the Chief Public Prosecutor's Office against the Contractor, his/her partners or proxies in this work, who commit in acts and deeds constituting offence in accordance with Turkish Criminal Code among the acts and deeds stated in Article 25 of Law Number 4735, for a criminal investigation to be commenced. Where a sentence is ruled against these persons, Article 27 of Law Number 4735 shall be applied.

### **Article 31- Indemnification Responsibility of the Contractor**

The Contractor shall be responsible from the damages and losses caused by selecting, giving or using defective material not complying with the standards within the framework of the commitment, design defects, application errors, lack of supervision, not fulfilling the commitment in accordance with the provisions of contract and specifications, and similar reasons. This damage and loss shall be removed and indemnified by the Contractor and also Article 27 of Law Number 4735 shall be applied against the Contractor.

### **Article 32- Cases Not Specified**

In cases not specified in this contract or appendixes or in other tender documents, the general provisions (Code of Obligations, Turkish Commercial Code, etc.) shall be applied.

### **Article 33- Confidentiality**

**33.1.1** The Administration has valuable information, technical information, and confidential experience and data which may be accepted as commercial assets at significant values entirely (the term "Confidential Information" shall also cover the entire information and documents to be revealed by the Contractor regarding supplying of the Services). The Administration shall share the relevant information with the Contractor within the framework of this Contract.

**33.1.2** The Contractor shall use the confidential information only to provide the services mentioned here and shall not use such information for its own interest or shall not make use of such Confidential Information for its own interest during or after the Contract period.

**33.1.3** The Contractor shall not disclose the Confidential Information to third parties without previous written permission of the Administration and shall keep this information confidential. However the Contractor shall disclose the Confidential Information to its employees and officers under following conditions:

**a-** Persons who are necessary to share the Confidential Information in order to assist the Contractor in performing the Services;

**b-** Persons who are informed about the confidential nature of the Confidential Information;

**c-** Persons who accept to undertake the provisions and rules of such confidentiality.

**33.1.4** The Contractor shall not reproduce or copy the Confidential Information without the previous written permission of the Administration unless it is absolutely necessary for the performance of the Services.

**33.1.5** The Contractor shall always ensure that the Confidential Information on printed or Computer medium is under its ownership and its own control.

**33.1.6** The Contractor shall ensure that its employees keep the Confidential Information confidential and that such information is not provided or given to anyone else other than the persons bound by the provisions of this Contract.

**33.1.7** The Contractor, its officers or employees shall indemnify the Administration for entire claims, cases, damages, harms, costs and expenses arising from not following the confidentiality principles.

**33.1.8** The articles above shall not be valid under following conditions.

  
Sait YÜKSEL  
Exploration District Manager

TÜRKİYE PETROLLERİ A.Ş.  
GENEL MÜDÜRLÜĞÜ

10

  
Ömer ŞAHİNTÜRK  
Exploration Group Manager

- a- Information published at the moment of disclosure or open to public by any other means;
- b- Information published or opened to public by the Administration on behalf of the Contractor, its officers and employees at the moment of disclosure;
- c- Information which is proved (as being documented by its own printed records) to be under the ownership of the Contractor and which is not obtained directly or indirectly from the Administration;
- d- Information obtained by persons excluding the scope of the confidentiality agreement of the Administration and information obtained legally from such persons.

**33.1.9** Upon written request of the Administration the Contractor shall return the Confidential Information and copies thereof immediately.

#### **Article 34- Miscellaneous Issues**

**34.1.** The Contractor shall not transfer or alienate its undertaking regarding this Service Purchasing work to another party without the written permission of the Administration.

**34.2.** In case otherwise specified in the Contract, "TPAO Service Purchasing Administrative Specifications, Technical Specifications and the remaining Tender Documents" shall be considered as the basic element of the Contract.

**34.3.** The Administration shall not be subject to State Tender Law Number 4734 excluding the provisions regarding fines and banning from tenders.

**34.4.** Scope, details, and terms of the work to be performed under the Contract are stated in thoroughly in the abovementioned contract and tender specifications pack, and the Contractor shall exert the maximum effort in applying the resolution method recommended by the Administration in resolving the issues and problems unforeseen due to the nature of the work.

**34.5.** All of the expenses (Every kind of insurance, every labor fees, transportation, food, accommodation, health expenditures, vehicles to be used in going to and returning from the field, the fuel and other expenditures of such vehicles, work garments, protective equipment, etc.) of technical equipment (Every kind of insurance, service and maintenance, etc.) and the personnel to be charged (technical, administrative etc.) to be used by the Contractor in the works under the scope of tender shall be borne by the Contractor.

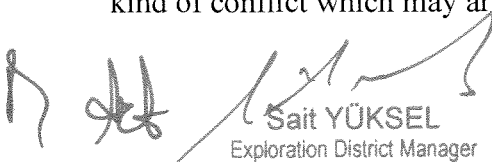
**34.6.** Following signing the contract, the Contractor shall carry out the transactions regarding the operation permissions to be used in the offshore fields in accordance with the legislation of Republic of Turkey and legal visas, license, permission, etc. which are obligatory by law for the Foreign personnel and technical equipment (General Directorate of Petroleum Affairs, Republic of Turkey Ministry of Internal Affairs, Republic of Turkey Foreign Ministry, Republic of Turkey Undersecretariat of Maritime, Republic of Turkey Ministry of Defense, Republic of Turkey Ministry of Labor and Social Security, etc.) within the scope of "Work Schedule" regarding the works to be carried out in Offshore fields laid down in the Attachment of Technical Specifications by bearing the entire expenses.

**34.7.** In case the Contractor informs the Administration that he/she would not complete the works (permission, license, visa applications, etc.) stated in Article 34.6 above within the period of 60 (Sixty) days stated in Article 11.3 of this Contract Specifications for reasons not caused by himself/herself and if it is found appropriate by the Administration, the commencement date of work shall be able to be extended within a period found convenient by the Administration.

#### **Article 35- Resolution of the Conflicts**

The disputes that may arise between the parties during the execution of the contract shall be settled by the Turkish Laws.

1- Courts and Executive Agencies of Ankara shall have jurisdiction in resolution of every kind of conflict which may arise from the execution of this contract and appendix thereof.

  
Sait YÜKSEL  
Exploration District Manager

TÜRKİYE PETROLLERİ A.Ş.  
GENEL MÜDÜRLÜĞÜ

  
Omer ŞAHİNTÜRK  
Exploration Group Manager

2- In cases where the situations laid down in item 1, paragraph 1, Article 2 of International Arbitration Law Number 4686 do exist;

Every kind of conflict which may not be resolved by mutual negotiations between the Administration and the Contractor, and Conflicts regarding the application, interpretation of the provisions in the scope of contract and similar issues (excluding the cases where the Administration bears the right to act and decide independently in accordance with the contract provisions) shall be resolved with the provisions of International Arbitration Law Number 4686 dated 21.06.2001.

The arbitrator committee shall consist of three arbitrators. Each of the parties shall appoint an arbitrator and these two arbitrators shall determine the third arbitrator within thirty days. In case one of the parties does not appoint an arbitrator within thirty days the arbitration request sent by the other party via Notary Public is received or the arbitrators appointed by the parties cannot appoint the third arbitrator within thirty days, then both the second arbitrator and the third arbitrator shall be determined by Ankara Civil Court of First Instance upon request of one of the parties. The third arbitrator shall be the chairman.

The language of the arbitration shall be Turkish. The place of the arbitration shall be Ankara. The competent court shall be Ankara Civil Court of First Instance.

Even both the Administration and the Contractor have applied to arbitration; the Contractor is obliged to continue the works and shall follow the decisions reached by the Administration regarding the performance of the work.

#### **Article 36- Enforcement**

This contract shall be in effect on the date it is approved.

This Contract, consisting of 36 Articles, is prepared in two (2) original copies and one original copy should be sent to General Directorate of Oil Affairs in accordance with Article of "Oil Regulation" in effect under the Oil Law, is read and understood thoroughly by the Administration and Contractor, is signed on the date of ..... and one (1) original copy is reserved for the Administration.

ADMINISTRATION

CONTRACTOR

TÜRKİYE PETROLLERİ A. Ö.  
GENEL MÜDÜRLÜĞÜ

Ömer ŞAHİNTÜRK  
Exploration Group Manager

Sait YÜKSEL  
Exploration District Manager

| <p align="center"><b>LUMP SUM LETTER OF PROPOSAL</b><br/> <b>TO THE COMMISSION PRESIDENCY OF</b><br/> <b>TENDER FOR SERVICE PURCHASE FOR THREE DIMENSIONAL (3D) SEISMIC</b><br/> <b>OFFSHORE DATA ACQUISITION</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  |
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| .... /.... /2010                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |
| Tender Registration Number: <b>2010/93256</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |
| Tender's name:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |
| Bidder's <i>name surname / trade name</i> :                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |
| Nationality:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |
| Turkish Identification Number(if a real person):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |
| Tax Office and tax number:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |
| Communication adress:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  |
| Telephone ve fax number:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |
| Electronic mail adress (if any):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |
| <p>All of the documents, which constitute the Tender Documents, regarding the Service Purchase for 3D Seismic Offshore Data Acquisition Tender to be held on by your Administration are completely examined and read thoroughly by us, the place of work is visited, and all of the conditions are accepted and understood without any differentiation or limitation. We hereby present our proposal regarding the Service Purchase for 3D Seismic Offshore Data Acquisition which covers the following issues for your acceptance.</p> <p><b>1-</b> As of the tender date and application date, we hereby declare that we are not and we are not going to be in the situations stated in items (a), (b), (c), (d), (e), (g), and (i) of Article 10 of the administrative specifications of the Tender excluding items (c) and (d), In case there is any change in these situations we are going to submit the documents related with these items immediately to the administration. In case the tender is awarded to us, we hereby declare to submit the documents and the performance letter of guarantee in accordance with Article 42 of the administrative specifications of the tender to the administration.</p> <p><b>2-</b> All of the expenses foreseen in the administrative specifications to be included in the proposed price regarding the performance of the contract are included in our proposal.</p> <p><b>3-</b> Our proposal shall be valid for <i>[in figures and letters]</i> calendar days starting from the tender date.</p> <p><b>4-</b> In accordance with Article 11.1.d of the administrative specifications of tender, we hereby declare that we did not submit more than one bid, as the principal person or by proxy, directly or indirectly, for us or on behalf of others.</p> <p><b>5-</b> We hereby agree that you are not obliged to select any one of the bids or the lowest bid you have received.</p> <p><b>6-</b> We hereby declare that we will not be in any action or formation contrary to the interests of your Administration in other works to be carried/to have carried by your Administration regarding the work subject to tender.</p> <p><b>7-</b> We hereby agree and undertake to perform all of the work for a total price of <i>[proposed total price shall be printed in figures and letters by stating the currency]</i> including all taxes except VAT.</p> <p align="right">Sincerely yours,</p> <p align="right">Name SURNAME/Trade name<br/>Seal and signature</p> <p><b>Appendix: 1 option table</b></p> |  |

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**GENERAL DIRECTORATE OF TÜRKİYE PETROLLERİ A.O.**  
**EXPLORATION GROUP**  
**2010 SERVICE PURCHASE TENDER FOR 3D SEISMIC OFFSHORE DATA ACQUISITION**  
**UNIT PRICE LIST**

TRN (Tender Registration Number): 2010/93256

| OPTION - 1 (1.100 Km <sup>2</sup> )                                     |                 |               |                     |        |                 |                  | Record Length<br>10 Sn - 12 Sn |  |
|-------------------------------------------------------------------------|-----------------|---------------|---------------------|--------|-----------------|------------------|--------------------------------|--|
| Streamer Length : 8100 Meters                                           |                 |               |                     |        |                 |                  |                                |  |
| Shot Interval : 25 Meters (Flip-Flop)                                   | Job Description | Survey Area   | Unit                | Amount | Unit Price (\$) | Total Price (\$) |                                |  |
| Mobilization                                                            |                 | Mediterranean | Unit Price          | 1      | 0,00            | 0,00             |                                |  |
| Demobilization                                                          |                 | Mediterranean | Unit Price          | 1      | 0,00            | 0,00             |                                |  |
| Marine 3D Seismic Data Acquisition<br>(Infill, Reshooting and Downtime) |                 | Mediterranean | Km <sup>2</sup>     | 1.100  | 0,00            | 0,00             |                                |  |
| 3D Data Processing (Onboard and In-House Processing)                    |                 | Mediterranean | Km <sup>2</sup>     | 1.100  | 0,00            | 0,00             |                                |  |
| Stand-by                                                                |                 | Mediterranean | Per Hour            | 0      | 0,00            | 0,00             |                                |  |
| Infill (caused by Tides and Currents)                                   |                 | Mediterranean | Per CMP Km          | 0      | 0,00            | 0,00             |                                |  |
| PSDM                                                                    |                 | Mediterranean | Per Km <sup>2</sup> | 0      | 0,00            | 0,00             |                                |  |
| GENERAL TOTAL                                                           |                 |               |                     |        |                 | 0,00 \$          |                                |  |

**Notes :**

1-Will be filled according to the Section I, Option 1 and item "1.8 Payment" on the Technical Specifications of the contract.

2-Any infill, including infill as a result of tides and currents over the 20% cap, will be charged to the Administration at the full fold square kilometre rate Km<sup>2</sup> or the infill Per CMP Km rate, and any downtime, (including weather and waiting on infill for tides and currents) over the 15% cap will be charged to the Administration at the standby hourly rate.

Date:

...../ ...../ 2010

Name SURNAME/Title-(Seal):

Signature:

Handwritten signature and initials.

## JOINT VENTURE DECLARATION

**Tender registration number : 2010/93256**

We have established a private joint venture in order to bid for the Service Purchase for 3D Seismic offshore Data Acquisition work tendered by the General Directorate of National Oil and Natural Gas Company of Türkiye and with the purpose of executing and completing the work by contracting provided that we are awarded with the said tender. In case the tender is awarded to us, the joint venture contract shall be submitted after being certified by notary public before the contract is signed. The pilot partner of our joint venture shall be *[pilot partner's name]* until the end of the work.

In case we are awarded with the tender as a result of the joint bid we have submitted, we hereby declare, accept and undertake that the contract shall be signed jointly and the pilot partner shall be fully authorized to act in the name and on account of our partnership with the concluded contract in entire issues; we will commonly and jointly be responsible for fulfilling the works and undertakings subject to and within the scope of the concluded contract, and the obligations arising from the contract and laid on our partnership, and we shall not leave the private partnership we have established until the end of the work; otherwise General Directorate of National Oil and Natural Gas Company of Türkiye shall be authorized in the issues of annulment of the contract and entering the guarantee as receipt, entire correspondences and official communications made to the pilot company by the Administration shall be deemed to be made to our joint venture, in cases of death, bankruptcy, serious illness, arrest or being condemned to a sentence limiting freedom or dissolving of a partner other than the pilot partner, the pilot partner and the remaining partners shall take the entire obligations and responsibilities of the work including the guarantee.

| Num. | Joint venture's name/ trade name | Partnership ratio | Communication adress |
|------|----------------------------------|-------------------|----------------------|
| 1)   |                                  |                   |                      |
| 2)   |                                  |                   |                      |
| 3)   |                                  |                   |                      |
| ...) |                                  |                   |                      |
| n)   |                                  |                   |                      |

PILOT  
PARTNER  
Signature

PRIVATE  
PARTNER  
Signature

PRIVATE  
PARTNER  
Signature

PRIVATE  
PARTNER  
Signature

PRIVATE  
PARTNER  
Signature



## BID LETTER OF GUARANTEE

\_\_\_/\_\_\_/\_\_\_  
No: .....

*[Name of the addressed administration]*

Whereas *[name of the bank or private finance institution]* guarantees the bid bond total of *[total of bid bond]* ..... which *[bidder's name]* participating in the Tender for Service Purchase for 3D Seismic Offshore Data Acquisition of your Administration in the position of bidder is obliged to submit in order to fulfill the provisions of Law Number 4734 and tender documents, in cases where the bid bond is entered as receipt within the framework of provisions of State Tender Law Number 4734 and tender documents, we, in the position of the representative and responsible personnel of *[bank or private finance institution]* authorized to sign, hereby undertake and declare in the name and account of *[bank or private finance institution]* to remunerate the abovementioned sum to your Administration or in your service immediately and without delay in cash or fully, upon your first written request, together with the legal interest of the days between the date of request and the remuneration date, without the need of lodging a protest, judgment or the permission of the said party and independent of any conflicts possible to arise between your administration and the said party, of the outcomes of these conflicts and legal conclusions.

This letter of guarantee shall be valid through ...../...../.... and shall be ineffective unless a written indemnification request is received by us until this date.

*[name of the bank]*  
*[name of the bank branch]* Branch

Names, titles and signatures of  
the authorized personnel of *[bank]*

*Bid Letter of Guarantee*

*Handwritten signatures: R, Jot, JS, RS*

## PERFORMANCE LETTER OF GUARANTEE

\_\_\_\_/\_\_\_\_/\_\_\_\_  
No: .....

*[Name of the addressed administration]*

Whereas *[name of the bank or private finance institution]* guarantees the performance bond total of *[total of performance bond]* ..... which *[bidder's name]* awarded with the contract as a result of the Tender for Service Purchase for 3D Seismic Offshore Data Acquisition by your Administration is obliged to submit in order to fulfill the provisions of Law Number 4734, Law Number 4735, tender documents and the contract, in cases where the contractor fails to fulfill the undertaking partially or wholly in accordance with the provisions of said Laws, tender documents and contract, we, in the position of the representative and responsible personnel of *[bank or private finance institution]* authorized to sign, hereby undertake and declare in the name and account of *[bank or private finance institution]* to remunerate the abovementioned sum to your Administration or in your service immediately and without delay in cash or fully, upon your first written request, together with the legal interest of the days between the date of request and the remuneration date, without the need of lodging a protest, judgment or the permission of the said party and independent of any conflicts possible to arise between your administration and the said party, of the outcomes of these conflicts and legal conclusions.

This letter of guarantee shall be valid through ...../...../.... and shall be ineffective unless a written indemnification request is received by us until this date.

*[name of the bank or private finance institution]*  
*[name of the bank or private finance institution]*  
branch/ **Branch**

Names, titles and signatures of the  
authorized personnel of *[bank/private  
finance institution]*

*Performance Letter of Guarantee*

Handwritten signatures: 1) [Signature] 2) [Signature] 3) [Signature] 4) [Signature]

# BANK RECOMMENDATORY LETTER

Bidder's *[name/trade name]* :

| Free Deposit | Unused Credits |                            |
|--------------|----------------|----------------------------|
|              | Liquid Credit  | Letter of Guarantee Credit |
|              |                |                            |
|              |                |                            |
|              |                |                            |
|              |                |                            |
|              |                |                            |
|              |                |                            |
|              |                |                            |
|              |                |                            |
|              |                |                            |

The abovementioned information is presented upon request of our client.

— / — / — — — —  
*[name of bank]*  
 names, titles and signatures of the  
 authorities

## Notes:

- 1- Currency shall be stated.
- 2- In case found necessary by the Administration, this document shall be confirmed from General Directorate or the branch of the relevant bank. The confirmations by fax shall be undersigned by at least two authorized personnel of the relevant bank's branch.

Bank Letter of Guarantee

17 9/11 8/8 8/8

| WORK EXPERIENCE CERTIFICATE<br>(Contractor)                                                                                                                                                                                                                                                                    |                                                                                                                                                                                      |                                                                                                                                                                                                             |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Number :                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                      | Date:                                                                                                                                                                                                       |
| 1                                                                                                                                                                                                                                                                                                              | Administration's name                                                                                                                                                                |                                                                                                                                                                                                             |
| 2                                                                                                                                                                                                                                                                                                              | Name of work and tender registration number(if any)                                                                                                                                  |                                                                                                                                                                                                             |
| 3                                                                                                                                                                                                                                                                                                              | Definition of the work                                                                                                                                                               |                                                                                                                                                                                                             |
| 4                                                                                                                                                                                                                                                                                                              | Contractor's [name and surname/trade name]                                                                                                                                           |                                                                                                                                                                                                             |
| 5                                                                                                                                                                                                                                                                                                              | Turkish Identification number                                                                                                                                                        | [In case the contractor is a real person with Turkish nationality.]                                                                                                                                         |
| 6                                                                                                                                                                                                                                                                                                              | Tax Number                                                                                                                                                                           | [In case the contractor is a real person doing business in Turkiye.]                                                                                                                                        |
| 7                                                                                                                                                                                                                                                                                                              | In case the contractor is a joint venture, the partners and partnership ratios, in case it is a consortium, the partners and the parts of work they have completed and their amounts | [Each partners' name and surname / trade name and the partnership ratios shall be declared. This editing shall be done at a separate line for each partner.]                                                |
|                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                      | [Each partners of consortium's name and surname/ trade name and the parts of work they have completed and their amounts shall be declared. This editing shall be done at a separate line for each partner.] |
| 8                                                                                                                                                                                                                                                                                                              | Date of contract                                                                                                                                                                     |                                                                                                                                                                                                             |
| 9                                                                                                                                                                                                                                                                                                              | Original contract value                                                                                                                                                              |                                                                                                                                                                                                             |
|                                                                                                                                                                                                                                                                                                                | Completed work value                                                                                                                                                                 | [the value of the completed work shall be written over contract prices.]                                                                                                                                    |
|                                                                                                                                                                                                                                                                                                                | Total contract value                                                                                                                                                                 | [the total contract value, original contract value including the legal increases, shall be written.]                                                                                                        |
| 10                                                                                                                                                                                                                                                                                                             | Date of acceptance                                                                                                                                                                   | [In case provisional acceptance, the date of the acceptance of the latest completed part of the work shall be written.]                                                                                     |
| 11                                                                                                                                                                                                                                                                                                             | <b>In case the contract is transferred</b>                                                                                                                                           |                                                                                                                                                                                                             |
|                                                                                                                                                                                                                                                                                                                | Date of transfer                                                                                                                                                                     |                                                                                                                                                                                                             |
|                                                                                                                                                                                                                                                                                                                | Amount of work at the transfer date                                                                                                                                                  |                                                                                                                                                                                                             |
|                                                                                                                                                                                                                                                                                                                | Amount of work after the transfer date and the ratio                                                                                                                                 |                                                                                                                                                                                                             |
| 12                                                                                                                                                                                                                                                                                                             | Amount of documents                                                                                                                                                                  | [The calculation of the amount of documents shall be based on the Regulation on Implementations of Services Procurement .The amount excluding VAT and any kind of disparity in price shall be stated.]      |
| <b>Remark:</b> [ The detailed description of the service and scope of the service provided by the contractor shall be specified here. ]                                                                                                                                                                        |                                                                                                                                                                                      |                                                                                                                                                                                                             |
| <div style="text-align: right;"> Name and Surname<br/> Title<br/> Signature and Seal </div> <div style="text-align: left; margin-top: 10px;"> * The certificate shall be signed by the authorized body of the Contracting Entity concluding the contract (by indicating official seal, name and title). </div> |                                                                                                                                                                                      |                                                                                                                                                                                                             |

Handwritten signatures and initials: 13, 85, 88

## PARTNERSHIP CERTIFICATE

1. Certificate arrangement date :
2. Applicant's company;
  - 2.1. Trade name :
  - 2.2. Registration number :
3. Information about the partner whose work experience certificate shall be declared.

| Partnership's <i>[Name and Surname or Trade name]</i> | Partnership Type                       | Partnership/share ratio                                                                                                                        |
|-------------------------------------------------------|----------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                       | <i>[Real person/Artificial person]</i> | <i>[ the partner, whose work experience certificate is going to be used, shall have more than half of the equity of the equity companies.]</i> |

As a result of examining the records of the applicant company, it is determined that the real person or the artificial person abovementioned has been having more than half of the equity of the -----*[trade name of applicant company shall be written]* consistently for at least a year before this document is arranged .

In case the partnership ratio falls to %50 or less than %50 after the arrangement of the document, this document cannot be used in the tenders within the law number 4734.

Authorized Person's  
Name SURNAME/Title  
Signature and Seal

Handwritten signatures and initials.

*Partnership certificate of the partner whose work experience certificate is going to be used.*