

MESLEKİ VE TEKNİK EĞİTİM YOLUYLA
SOSYAL VE EKONOMİK UYUM



SOCIAL and ECONOMIC COHESION THROUGH
VOCATIONAL and TECHNICAL EDUCATION

This project is funded by the European Union.
Bu proje Avrupa Birliği tarafından finanse edilmektedir.
هذا المشروع تم تمويله من قبل الاتحاد الأوروبي.

EU Facility for Refugees in Turkey

-- Social and Economic Cohesion through Vocational Education --

Student Support Packages

Operations Manual
Ministry of National Education
1st Version, October 2019



KFW



Table of Content

Abbreviation

Background

1	SSP framework	1
1.1	General rule – no cash	1
1.2	Decentralized implementation	1
1.3	Items of the SSP	1
1.3.1	Contribution to transport services	1
1.3.2	Contribution to daily lunch at the school	2
1.3.3	Contribution to trade specific supplies	2
1.3.4	Contribution to school uniforms and protective clothing	2
1.4	SSP Student Selection	3
1.4.1	Selection criteria	3
1.4.2	General rules for the selection process	3
2	Implementation process	5
2.1	Preparation SSP School Budgets	5
2.2	Budget Transfers to Special Project Accounts	6
2.3	The procurement processes	6
2.3.1	General Framework	6
2.3.2	Procurement Stages and Rules	7
2.4	Payment Procedures	8
3	Implementation monitoring	10
3.1	School master data	10
3.2	Student master data	11
3.3	Capturing of services provided	11
3.4	Procurement and Payment Documentation	12
3.5	Reporting system	12
4	Risk management system	13
4.1	General features	13
4.2	Elements of the risk and fraud system	13



MESLEKİ VE TEKNİK EĞİTİM YOLUYLA
SOSYAL VE EKONOMİK UYUM



SOCIAL and ECONOMIC COHESION THROUGH
VOCATIONAL and TECHNICAL EDUCATION

This project is funded by the European Union.
Bu proje Avrupa Birliği tarafından finanse edilmektedir.
هذا المشروع تم تمويله من قبل الاتحاد الأوروبي.

ABBREVIATIONS

IC	Implementation Consultant
KfW	Kreditanstalt für Wiederaufbau
MoNE	Ministry of National Education
PMU	Project Management Unit
SSP	Student Support Package
SuTP	Syrians under Temporary Protection
TL	Team Leader
TOR	Terms of Reference
TP	Temporary Protection
WP	Work Package



KfW



Background

The present document is the Operations Manual of the “Social and Economic Cohesion through Vocational Education” project financed by the European Union (EU) through KfW and implemented by Ministry of National Education (MoNE) in Turkey. In total, the EU has allocated grant funds of EUR 50.0 million through the EU Facility for Refugees in Turkey (FRIT). The project aims at increasing access to inclusive, quality technical and vocational education and training (TVET) for Syrians refugees (Syrians under Temporary Protection, SuTPs) and Turkish adolescents living in vulnerable conditions. The project includes three Work packages (WP):

- (i) Providing training equipment to upgrade teaching and learning environments in 55 TVET schools
- (ii) Increasing access to TVET for SuTPs and socially disadvantaged Turkish adolescents through the establishment of targeted Student Support Packages (SSP) for 10,000 TVET students, including 6,000 SuTP students
- (iii) Implementing a TVET promotion and awareness strategy to improve the public image of TVET, promote enrolment in TVET institutions, and ensure high visibility of all project activities.

The Operations Manual describes the implementation and monitoring procedures of the SSP under the WP II.

Executing Agency

The Ministry of National Education (MoNE), Vocational and Technical Education General Directorate is responsible for the implementation of entire Project including the Student Support Package (SSP) scheme.

MoNE has established a Project Management Unit (PMU) composed by members of MoNE, which is responsible for day-to-day management of the Project. The PMU is directly responsible for implementation activities, financial management including disbursements and accounting, procurement and contract performance, environmental safeguards, assistance in project coordination and general monitoring of SSP implementation on a day-to-day basis.

The PMU is supported by an International Consulting firm (IC) for most of the operative tasks and the daily activities for implementing the SSP scheme. Ultimate responsibility remains with MoNE.

Objectives of the Manual

The aim of this document is to provide a comprehensive description of procedures and processes to be applied across all schools participating in the SSP scheme. The manual;

- outlines the framework of the SSP scheme,
- defines the implementation process,
- describes the monitoring management system (MMS)
- explains the approach for risk management.



MESLEKİ VE TEKNİK EĞİTİM YOLUYLA
SOSYAL VE EKONOMİK UYUM



SOCIAL and ECONOMIC COHESION THROUGH
VOCATIONAL and TECHNICAL EDUCATION

This project is funded by the European Union.
Bu proje Avrupa Birliği tarafından finanse edilmektedir.
هذا المشروع تم تمويله من قبل الاتحاد الأوروبي.

The manual covers processes at school level and informs about processes at central level (PMU/IC). The manual provides clear rules and guidelines for an efficient implementation of the scheme and it is inevitable that all involved parties strictly adhere to.

The Manual is supposed to be a living document which should be amended and updated as the SSP scheme progresses and practical experience is gained.

Draft



KFW



1 SSP framework

1.1 General rule – no cash

It is a general rule of the SSP scheme that no cash payments to students are allowed. This rule applies without exception! Students will receive the benefits from the SSP in kind.

1.2 Decentralized implementation

A strategic element of the SSP programme is the decentralized decision making at school level. The regional characteristics of 55 school in 8 Provinces can only be addressed adequately with a decentralized strategy. The local particularities are evident, in particular when arranging support for food or for transportation services; school uniforms differ from school to school and form part of the school identity.

In order to cater for the specific school environment and to allow the schools to develop a need-oriented approach, the participating schools are allowed to take decisions at school level complying with the rules and regulations of this Operation Manual and Turkish legislation in particular for the procurement and payment procedures (see chapter 2) and for financial matters (see chapter 4).

The decentralized approach allows for flexibility, but entails also great responsibility for the school management, to use the freedom in a responsible manner.

1.3 Items of the SSP

The SSP includes the following support packages:

- transport,
- lunch,
- trade specific materials,
- school uniforms and protective clothing.

Transport and lunch will be provided on daily basis for 180 days / school year. The items “school clothing” and “trade specific supplies” are funded only once per year per student.

1.3.1 Contribution to transport services

Transportation support will be provided to students using school busses and public transport systems. Each school will decide the best-suited mode of implementation for providing public transportation such as buying a monthly ticket or loading electronic cards with cash upon agreement with municipalities.

- Eligible SSP students will decide the mode of transport, in consultation with schools and choose between school bus or public transport.





- Each school has to decide best suited mode of procurement, contracting and payment of transport providers.
- Students walking or using own means of transportation cannot be supported.
- Unit costs for transport will differ from city to city and will be based on the regular, official declared service bus provision fares and municipal public transport fees in the province.

1.3.2 Contribution to daily lunch at the school

At all schools lunch services are available and include:

- Cantinas (external provider)
- Cafeteria (school kitchen)
- Dormitory kitchen (schools with dormitory have a separate kitchen and food service)

Specific rules for SSP lunch support:

- Each school has to decide the best-suited food service for the SSP students and will decide among this three food provision alternatives.
- Schools shall use the food services already established.
- The amount provided for daily lunch services should cover costs but not exceed 15TL per day and may differ from school to school.
- Each school has to decide best suited mode of procurement, contracting and payment of lunch providers.

1.3.3 Contribution to trade specific supplies

SSP will support eligible students with the provision of trade specific stationery/supplies.

Specific rules:

- 150 TL per student is set as maximum amount for the trade specific supplies.
- The schools will define the required trade specific supplies/stationary according to vocational area of the student.
- Each school has to abide by the procurement rules as per TPPL 4734, as harmonized with KfW regulations, which are defined in this manual.

1.3.4 Contribution to school uniforms and protective clothing

School uniforms are still used in many schools and very often, special colors and models create a unique school identity. SSP support will ensure that eligible students will have proper school clothing and protective clothing if required in the area of training.

Specific rules for contribution to school uniforms and protective clothing:

- 180 TL is the maximum amount per students for purchasing school uniforms and protective clothing.





- Schools will determine the contribution for SSP students in terms of school uniforms and/or protective clothing according to the vocational area of the student.
- Each school has to decide best suited mode of procurement, contracting and payment of clothing providers.

1.4 SSP Student Selection

1.4.1 Selection criteria

The criteria for students to participate in the SSP scheme are clear and transparent and easy to verify via the e-school and e-state database:

Turkish students	Syrian students
<ul style="list-style-type: none"> • Turkish Nationality • Low household income • Particular disadvantage (orphans, disabled, unemployed parents, etc.) • Participation of female students: 30% • No support by other national or international programs for similar activities 	<ul style="list-style-type: none"> • SuTP status required • Does not already receive support by other national or international programs for transport, lunch, school uniforms and practice material.

In order to avoid administrative burden for the participating schools only information available on the e-state or e-school system (or - in case the information is not available - the Muhtar documentation) shall be used for the selection process. The following documentation is required for justification. This applies in particular for the information about the social status (low household income and particular disadvantage):

- Disability report for the student or his/her family
- Social Security System Situation report for the household members
- Number of siblings; number of students in the family

1.4.2 General rules for the selection process

The student selection procedure will be carried out in a fully transparent way and will be documented at each step as follows:

- Students from all grades (9,10,11,12) will be eligible





- Each school establishes a student selection committee comprised of at least 3 school personnel assigned by the principal. List of the names of the Committee Members will be submitted to MoNE.
- Selection committee will identify SSP students based on the agreed criteria.
- The schools will determine the number of registered SuTP students eligible for the SSP support.
- Due to the requirement that 60% of the SSP students have to be SuTPs, schools will determine number of Turkish students to be supported by the SSP according the number of registered SuTPs at each project schools.
- The principal of each school will endorse the list of proposed SSP students.
- Numbers of SuTPs and Turkish selected students will be submitted to MoNE and MoNE will ensure that 60/40% ratio is complied.
- Schools will load the selected students list together with supporting documents into the Monitoring Management System (MMS).
- School will inform the selected student and will enter student data into the MMS (see chapter 3 of this Manual)



2 Implementation process

An SSP Handbook has been prepared and will be disseminated to schools explaining in detail the steps to implement the SSP and defining the roles and responsibilities at school level.

To ensure full transparency of the SSP programme, a Monitoring Management System (MMS) will be established to document SSP students' utilization of funds, procurement matters and attendance. Data will be entered at school level by the SSP coordinator who will be appointed by the principal. MoNE will be able to aggregate school-based information for monitoring and reporting purposes.

2.1 Preparation SSP School Budgets

Based on the number of SSP students each school will prepare budget estimates to be submitted to MoNE for review and approval. Proposed school budgets will include explanations to justify the cost estimates under each section.

The budget estimate will consist of four sections. Transport, lunch, trade specific supply and school uniforms and protective clothing.

- **Transportation:**

Total transportation costs per schools will be based on the total number of SSP students, declared public fares and means of transportation to be taken by each SSP students as explained in section 1.3.1.

- **Lunch:**

Total lunch costs will be determined by the number of SSP students and means of lunch provision available in the schools. However, a ceiling of 15 TL per student, per day applies.

- **Trade specific supplies/stationary:**

Total costs will be determined by the number of SSP students, vocational areas, specific supplies and stationery used in the vocational areas SSP students enrolled in. A ceiling of 150 TL per student for each support package applies.

- **School uniforms and protective clothing:**

Total costs will be determined by the number of SSP students and the protective clothing need in the specific vocational areas. A ceiling of 180 TL per student for each support package applies.

All 55 project schools will submit their budget estimates for SSP support to MoNE for approval. Only after MoNE's approval, funds will be transferred to the schools.



2.2 Budget Transfers to Special Project Accounts

On behalf of each project school, Ministry of Finance (MoF) will open two special project accounts at a state-owned bank: (i) a foreign currency checking account to receive Euro transfers, and (ii) a regular Turkish Lira account for payment transfers to SSP providers.

After the schools' budget requests are approved by MoNE, MoNE will transfer the annual budget in Euro to the foreign currency checking account for each school at the beginning of each school year.

MoF provincial accounting directorates will manage the payments in TL, based on payment requests from schools. Payment requests will be endorsed by the principal and consist of (i) the contract, (ii) the invoice, (iii) the evidence sheet, (iv) inspection and acceptance commission approval.

The project is exempt from VAT. All invoices have to be issued without VAT and appropriate reference has to be made to the Revenue Administration's VAT Certificate.

2.3 The procurement processes

2.3.1 General Framework

All procurement of SSP items will be carried out by schools in accordance with the Turkish legislation, KfW procurement guidelines, EU visibility rules and under overall supervision of MoNE.

For provision of school bus/lunch services and purchase of school uniforms and trade specific supplies, a formal procurement process will take place. Public procurement law and respective sub-legislation shall be applied. Furthermore, to ensure consistency with EU and KfW rules specific standard contract forms will be utilized. The direct award and price quotation methods shall be used according to attached templates.¹ These forms and needed explanations are provided to schools within the SSP Handbook.

A special condition will apply for public bus provision. Schools will make special agreements with municipalities. Regular student bus fares within the province will apply for the SSP students and a receipt from the municipality shall be provided instead of a private company invoice.

Procurement procedure steps are as follows. The orange colored boxes are indicating the MoNE verification stages.

¹ Templates for direct awards and price quotation are attached to this manual as Appendix 1.

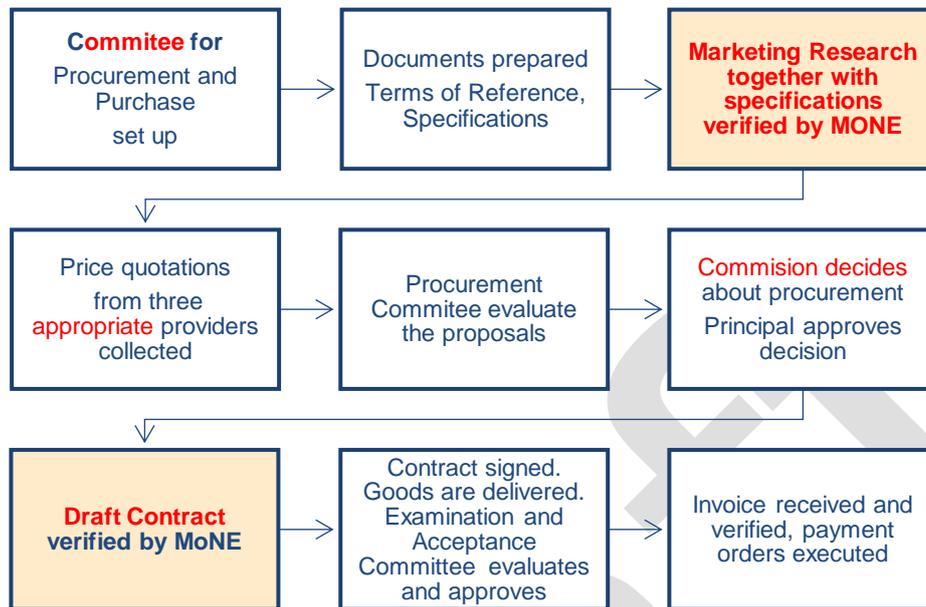


Figure 1: Procurement Process

2.3.2 Procurement Stages and Rules

All procurement of SSP items will be carried out local level by schools in accordance with the Turkish legislation (TPPL 4734) harmonised by KfW procurement rules and under overall supervision of MoNE. The procurement of SSP items shall be realized in accordance with the following methods:

- Direct Award (Article 22-d as per TPPL 4734) method shall be used if the total budget of the items to be procured is below 90.000 TL (~14.000 EUR).
- Price quotation (Article 21-f as per TPPL 4734) method shall be used if the total budget of the items to be procured is above 90.000 TL but below 300.000 TL (~45.000 EUR). For schools having large number of students, it is envisaged that procurement of separate SSP items alone (lunch, transportation, equipment) may exceed direct award limits.

For overall supervision of the procurement activities, schools are requested to provide following information according to different procurement methods:

- For Direct award: The schools will use the previously practiced and approved direct award template which incorporates KfW Declaration of Undertaking and Draft Contract. For MoNE's initial review, before signature of the contract with the Contractor, schools shall provide market survey study and draft contract template similar to 2nd cycle review procedures of KfW.
- For Price quotation: The school must use Turkish Public Procurement Authority's Online Procurement System. With this method, minimum three relevant companies shall be invited and will be given 20 days to submit their financial offer. Before taking approval for issuing the



tender, the school has to share with MoNE the “Tender Approval Form” incorporated with market survey and selected companies for invitation. Upon review by MoNE experts, if the documentation is in line with the requirements, the school shall proceed with tendering. Upon completion of the tendering procedures, the schools shall submit for review the Draft Contract, KfW declaration of Undertaking of the awarded company and brief evaluation report of the tender.

It is important to emphasize that, before launching each type of tender, according to Article 7 and Article 9 of TPPL 4734, it is mandatory for schools to realize a market research by requesting from minimum 3 related companies via official letter price breakdown of the goods and services to be procured. For evaluation of each tender, the evaluation committee of school must consist of a Chairman, and minimum two experts from each field considering the subject of tender

By taking into consideration all the measures taken, with the support and monitoring of IC, the procurement activities always aim to maximize transparency and easy to audit in the future.

All the documentation shall be sent and shared in digital formats for ease of auditing and review. Upon request, KfW representatives shall also be granted a user access to monitor the ongoing procurements by the schools and the system shall be capable of generating categorized reports.

Inspection and Acceptance Procedures

Before provisional acceptance and payment of goods& services procured by schools, the schools must establish an inspection committee to review the deliverables according to the Contract. Such reviews shall include but not limited to student attendance records, signature of the student upon receipt of the subject SSP item and similar.

The contract may not be realized with the allocated budget due to absence of foreseen student numbers/quantities in the contract (the student may dropout or does not have full attendance in semester) and similar cases which is outside the control of Contractor. If delays occur during the contract deliverables due to default of Contractor, penalties may also incur. Therefore, the inspection report also includes the actual deliverables, deductions and penalties with verified proof documents.

If there are no issues pending for provisional acceptance of the deliverables, the inspection report of the school shall be shared with MoNE along with the final invoice of the Contractor. Upon verification of the documents by MoNE, the payment to the Contractor shall be realized by the school excluding VAT.

2.4 Payment Procedures

After the services delivered, items purchased, payment requests will be prepared. The payment procedure will follow the steps below:

- A file comprising the contract, invoice, school committee acceptance/approval, payment request will be submitted to MoF Accounting Directorate
- Payment orders will be prepared in Turkish Lira.





- Schools will calculate the respective Euro amount in the payment order date's Central Bank of Republic of Turkey (CBRT) exchange rates.
- MoF accounting directorate will review the file, endorse.
- Upon MoF accounting directorate endorsement, the Bank will convert respective Euro amount into Turkish Lira as indicated in the Payment Request. This conversion process will be from the school's Euro Special Project Account to TL Special Project Account.
- Payment will be transferred to the Provider by MoF provincial authority.
- The payments will be transferred into the Provider's account from the Special Project Account in TL, in accordance with the Turkish Legislation.
- The documents submitted to MoF accounting directorate will be scanned and stored in the monitoring system.
- One original of the file will be kept in the school.
- If there were still unspent funds in the special bank accounts at the end of the school year, the amount will be transferred to upcoming year's school program. All funds allocated under the SSP have to be spent by March 31, 2021. After such date, expenditures under SSP cannot be paid under project funds.





3 Implementation monitoring

The MMS will be an important management instrument to steer the implementation of the SSP scheme efficiently. MMS will contain following information:

- School master data
- Students master data and evidence checking
- Procurement documentation
- Payment documentation

The volume of the SSP scheme requests an effective, but also flexible tool to monitor and evaluate the program on an ongoing basis and to allow for corrective measures at short notice. The MMS will establish a reporting system that will provide information to the PMU and to the project management.

The database system allows for data capturing at school level, for a regular semi-automatic analysis of pre-defined data sets at school level and for establishment of special reports. A detailed description for the handling of the monitoring system at school level and how to access the system will be provided with a separate MMS user manual with screenshots.

The system is hosted on the MoNE website. Each school receives an access code to log onto the system. School master data, student master data and monthly capturing of services provided will be captured by each school. Furthermore, there will be specific taps for uploading documents like student selection committee decision, procurement committee decision, contracts, payment orders invoices etc.

3.1 School master data

At the very beginning of the school year, the school need to access the monitoring system and enter the “Master school data”.

After accessing the monitoring system, click on the tab “**School registration**” and enter the requested information:

Form 1 School Registration Form	
Name of school:	Address:
Name Principal:	Name SSP coordinator
Mobile No.:	Mobile No:
Email Address:	Email Address:





3.2 Student master data

After completion the SSP students selection, the master data for the students will be entered.

Form 2		Student Registration Form							
Name:									
Gender	Male	<input type="checkbox"/>	Female	<input type="checkbox"/>					
Nationality	Turkish	<input type="checkbox"/>	SUTP	<input type="checkbox"/>					
Date of birth		D	D	M	M	Y	Y	Y	Y
ID NO:									
Address:									
Mobile No:					Email Address:				
Trade enrolled:					Grade:				

3.3 Capturing of services provided

For proof that students have received the daily support (lunch & transport) and the once off items (school uniforms & trade specific supplies), evidence sheets are established by the SSP coordinator and signed by the students. The signatures will be on daily basis and the data will be entered into the MMS weekly.

Example: Steps of Lunch Support” MMS data entry

- The SSP coordinator or an assigned staff member is completing the form “Lunch support” with the names and the ID number of the selected students
- The assigned staff is entering the data in the monitoring system weekly basis
- In the MMS, click on the tab “Lunch support” and a drop down menu within the student page and a tick box for the relevant week appears
- After capturing all names with signatures, the data entry “Lunch Support” and for the relevant week is completed
- The original of the evidence form is kept at the school in the SSP archive
- A scan of the form is uploaded to the MMS



The same procedure is applied for “Transport Support”.

The items “trade specific supplies” and “school uniform/school clothing” is provided only once per year and therefore data capturing for these elements will be carried out once a year following the same principles.

3.4 Procurement and Payment Documentation

The MMS will contain special sections for procurement and payment procedures documentation. MMS will allow the schools to upload required documentation. The following documents will be uploaded for recording and monitoring purposes:

- Student selection committee decision and respective documentation
- Budget estimate form
- Procurement Stage – Marketing research and specifications (MoNE verification), Draft Contract (MoNE verification), Procurement Committee decision, Contract
- Inspection and Acceptance report/ committee decision
- Draft Payment Request (MoNE verification)
- Payment Request- including the invoice

3.5 Reporting system

The monthly monitoring reports are tools to document the progress of the SSP. The reports are pre-determined and will be printed on a regular schedule, such as monthly reports, but reports for specific purposes can also be generated:

Monthly reports

Monthly reports will provide information about the implementation status of the current month. These reports are oriented toward the individual schools and the SSP elements and inform about current implementation status, e.g., how many students have received, respectively have not received the services. These reports allow for immediate action for even minor deviations and serve as an early warning system.

Benchmark for the reports are planning figures and the number of registered students.

Special reports

Special reports are designed according to specific needs of the PMU or the TL, e.g. for planning purpose, to compare performance of the regions or for other purposes.





4 Risk management system

4.1 General features

The following features will be in place to ensure a transparent and smooth quotation of the SSP scheme.

- Strict and transparent rules for procurement and payment for SSP items
- Evidence based implementation
- Not allowing legislative exemptions
- Assigning clear responsibilities. At each school an SSP coordinator is nominated, who is responsible and accountable for the SSP implementation together with the principal.
- A complaint mechanism will be established to allow students, parents and the public to raise concerns
- MMS to follow up implementation and financial transactions.
- Effective project monitoring, including planned and ad hoc visits to the schools to verify that procedures are implemented according to rules.

4.2 Elements of the risk and fraud system

The Handbook in Turkish

In the handbook, all essential aspects for a professional and transparent implementation of the SSP are described. The handbook was developed in close collaboration with teachers, principals and MoNE officials. The handbook lays out all procedures, forms to be used and communication channels available and provides a solid basis for a standardized implementation across all selected schools. The handbook is based on MoNE rules and regulations, where applicable. The handbook will be submitted to all schools and explained in detail.

SSP coordinators

A decentralized implementation strategy requires a strong and effective SSP management at school level. Therefore, at each school an SSP coordinator shall be nominated. The coordinator is the contact person for the PMU/IC for all aspects of SSP implementation. The coordinator has the liaison function between PMU/IC and the school; he/she is structuring, organizing and supervising all the SSP related activities. In collaboration with the principal, the SSP coordinator is accountable for sound implementation of the envisaged measures and procedures.

Monitoring Management System

The MMS and the reporting structure are described in detail in chapter 3. The monthly monitoring reports provide a transparent basis to follow up implementation but will also detect potential deviations and shortcomings. The reports are analyzed in detail by PMU/IC and contribute to set up information for the SSP monitors.



Financial monitoring

The financial monitoring system and the reporting structure has been described in detail in chapter 3. The monthly monitoring reports will inform about the money flow and allow comparison with the allocated budgets. The reports are analyzed in detail by PMU/IC and contribute as well to set up the travel plans of the SSP monitors.

Further, all financial flows and documentation will be reviewed regularly by an external review team, contracted by KfW.

PMU / IC

The monthly reports produced by the MMS (implementation and financial monitoring) are analyzed in detail by the PMU/IC. Benchmark for the comparison are the planning figures (allocated budget, registered students) for the SSP schemes.

In case of deviations, the SSP coordinator is contacted and reasons are clarified. A report with the deviations is submitted to PMU/IC for information and further action, if required.

Results of the monitoring reports also contribute to the visit plans of the SSP monitors (see below). The visit plans established on monthly basis by the project management in coordination with PMU.

SSP monitors

SSP monitors are education experts contracted by the IC with the objective to support PMU and schools in the smooth implementation of the SSP scheme. During the initial phase of the SSP rollout, schools will be visited to provide support for the start-up of the SSP, clarify open question and help to comply with the administrative requirements. The results from the regular monitoring reports will inform the SSP monitors as well.

Each visit will be based on a standard procedure, which includes a meeting with the principal, the SSP coordinators, verification of the administrative documents and discussions with students. Added to this, particular aspects resulting from the monitoring reports will be covered.

For each visit and within one week, a report is submitted to PMU/IC and to the SSP coordinator of the visited school (template will be provided).

In case of deviations or problems observed in specific schools MoNE will be in charge for applying corrective measures.

The schools are obliged to provide any necessary document to SUMAF, EU and KfW reviewers.



APPENDIX 1a

REPUBLIC OF TURKEY
MINISTRY OF NATIONAL EDUCATION

Within the Framework of the European Union's Facility for Refugees in Turkey in Response to the
Syrian Crisis

Social and Economic Cohesion through
Vocational Education Project
Funded by European Union and KfW

<<Name of work/service/supplies>>>

Request for Proposal

<<DATE>>

Ministry of National Education
Vocational and Technical Education General Directorate

<<Name and address of School as Beneficiary>>





Part I REQUEST FOR PROPOSAL

Dear Sir/Madam;

1. Republic of Turkey has received a grant from the European Union via German Development Bank - the KfW Entwicklungsbank (KfW) to be used for the expenses under the Project: **“Social and Economic Cohesion through Vocational Education”**. Within this project, funding shall be used for the payments of the contract concerning to the procurement of supplies/services for which the Request for Proposal has been arranged.
2. In this frame, Republic of Turkey Ministry of National Education invites your Firm to provide an offer for the supplies/services required under the Technical Specifications (Part VI). This Request for Proposal is valid only for the firm to which it has been sent. It cannot be transferred to another firm.
3. The service procurement in this request for proposal shall be conducted in compliance with the procurement rules² of the German Development Bank (KfW) and Turkish Public Procurement Law 4734 and 4735 as per the provisions of the Grant Agreement of the project.
4. The following address can be used to have more information about the bid and obtain the bid specification without cost.
Ministry of National Education
Vocational and Technical Education General Directorate
<<Name and address of School as Beneficiary>>
5. The Proposals shall be delivered in a single sealed envelope to the address specified in the Article 4 until _____. The proposals after the proposal deadline shall not be evaluated. The proposals shall be valid no later than 30 (thirty) days after the proposal deadline bid.
6. Please confirm whether you have received the Request for Proposal and whether you will bid via e-mail on the link <<e-mail of school>>. **The firms which have not been given any feedback shall be excluded from the repository and shall not be invited for the upcoming direct procurements.**

Sincerely
<Name/Surname>
School Minister

² <https://www.kfw-entwicklungsbank.de/Download-Center/PDF-Dokumente-Richtlinien/Consulting-E.pdf>





Part II INSTRUCTION TO BIDDERS

- 1. Introduction** Republic of Turkey Ministry of National Education, Vocational and Technical Education General Directorate (hereafter called “Contracting Authority”) is invited to submit proposal for procuring the following supplies/services:
- <<Enter Name of The job with brief description (i.e procurement of services for lunch / transportation of XX Students within the academic year of 2019-2020)>>**
- 2. Clarifying the Bid Documents and Amending the Bid Documents** The Bidder may notify the Contracting Authority via fax or e-mail for requesting a clarification of any matter in the Bid Documents or under the Technical Specifications. The Contracting Authority shall respond any written clarification request within three (3) days before the proposal deadline. The written respond shall be delivered to all firms which are invited to the bid.
- The Contracting Authority shall amend the bid document both on one's own initiative and by publishing amendment upon the clarification request of the Bidder before the proposal deadline. The amendment shall be notified to the Bidder **in written, by means of e-mail and fax (if fax is preferred, the original copy of the document faxed shall also be submitted to Contracting Authority)** and such amendments shall be binding upon the Bidders. The Contracting Authority may extend the proposal deadline at his sole discretion ensuring to be considered the amendment during the proposal preparation.
- 3.The Proposals Preparation** The proposal, contract and all correspondence to be conducted between the Contracting Authority and Bidder shall be in Turkish.
- The proposals shall be prepared in **1 (one) original copy** and in Turkish. The proposal shall be prepared as printout and signed by the authorized persons. All pages of the proposal shall be duly signed.
- 4. Technical Proposal and Documents Comprising the Bid** The documents which are specified below and indicate the eligibility of the Bidder shall be in the technical proposal.
1. Certificate of Chamber of Commerce and/or Industry or Profession registered as per the legislation;
 - a. In the event that the Bidder is a natural person, the certificate received when the bid was issued and indicating registration to the chamber of commerce and/or industry or professional chamber,
 - b. In the event that the Bidder is a corporate body, the certificate received from the registered chamber of commerce and/or industry **within the current year of the bid was issued** and indicating the registration of the corporate body,
 2. Signature statement indicating that the person is authorized to sign the proposal or signature circular;
 - a. Where the Bidder is a natural person, statement of



signature,

- b. Where the Bidder is a corporate body, the following depending on the relevance: the commercial registry gazette indicating the latest status of the corporation such as the partners, members or founders as well as managerial officers of the corporate body, or documents proving such aspects and signature circular of the corporate body.

3. Bid Submission form (Part III)
4. Bidder Identification Form (Part IV)
5. Draft Contract (Part V)
6. Technical Specifications (Part VI)
7. Detailed price Breakdown and Financial Offer (Part VII)
8. KfW Declaration of Undertaking (duly signed and stamped). (Part VIII)

5. **Financial Proposal** The Bidder shall fill the Detailed price Breakdown and Financial Offer (Part VII) concerning to the offered services.

The proposal price shall be **in Turkish Liras (TL)**. The proposal price shall be indicated in figures and words in the unit price chart.

The proposals shall be valid for **30 (thirty) days** as of the date of the proposal's deadline. The proposals offering shorter time shall be rejected.

6. **Alternative Proposal** **No** alternative proposal **shall be** proposed.

7. **Those that cannot participate in the bid** In the event that the Bidder or any of their board members or legal representatives or any other member of a Joint Venture including Subcontractors are in any of the situations stipulated under the clauses of "Declaration of Undertaking" or under the Grounds of Exclusion in KfW Procurement Guideline, they cannot submit offers. Similarly, persons and institutions banned from participating in KfW bids and banned by the Turkish Public Procurement Agency, in no way, shall be able to participate in the Bid directly or indirectly. The Bidders that participate in the procurement despite these prohibitions shall be disqualified from the procurement and the contract is cancelled if it has been signed.

8. **Bid Bond** No Bid Bond shall be taken.

9. **Submitting, receiving and evaluation of the Proposals** Name and address specified in the Request for Proposal along with the project name, name and contact details of the Bidder shall be written on the proposal envelope. The proposals shall be delivered to the address of the Contracting Authority specified in the Request for Proposal by hand, in the sealed envelope or by means of mail/courier service. No delay due to the mail/courier shall be accepted.

No proposal may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity or any extension thereof.



Proposals that arrives after the deadline for submission of bids shall be rejected. Any proposal received by the Contracting Authority after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

The deadline for submission of the proposals is _____

10. Evaluation and Award

The bid shall be awarded to the lowest priced offer satisfying the qualifications indicated under the Instructions to Bidders document and the Technical Specifications.

In the event of there is a difference between the unit price and total price obtained by multiplying the unit price with the number, the unit price shall be taken as a basis. The errors of fact in figures such as number of day and person apart from the unit price shall be amended by the Contracting Authority during the evaluation. In the event that the Bidder does not accept such amendment to be made in this way the proposal shall be rejected.

To assist in the examination, evaluation, comparison of the qualification and technical and financial offers, the Contracting Authority may, at its discretion, ask Bidder for a clarification of its offer, given a reasonable time for a response. Any clarification submitted by a Bidder that is not in response to a request by the Contracting Authority shall not be considered. The Contracting Authority's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the offer shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Contracting Authority in the Evaluation of the offers.

11. Contacting the Contracting Authority

The Bidder shall not contact with the Contracting Authority concerning to any matter about their proposal from the opening date of proposals until the contract signature or finalization of the evaluation. Any attempt by a Bidder to influence the Contracting Authority in the examination, evaluation, and comparison of the proposal, and qualification of the Bidder or contract award decisions may result in the rejection of its proposal.

12. The right of the Contracting Authority to make variation in the quantities.

The Contracting Authority reserves the right to vary by an administrative order the quantities at the time of contracting and during the validity of the Contract. The total value of the supplies/services may not rise or fall as a result of the variation by more than **20%** of the total price contracted. The unit prices quoted in the bid shall be applicable to the quantities procured under the variation. The Contractor shall keep records of all accommodation, transportation bills, receipts, boarding passes and tickets for calculation of actual costs with this regard.

The Contracting Authority shall notify the Firm in written other service needs which are not included in the ToRs and may arise during the organization and the Firm shall meet the notified services as per the written instruction to be delivered by the Contracting Authority following to the approval of the expenditure. The amount of the expenditures of the additional services including the amendments in the above paragraph shall not exceed the **20% (twenty percent)** of the contract amount and by no means the threshold values stipulated for Direct Award limits concerning TPPL Law





4734 and KfW Procurement Guidelines.

- 13. The right of the Contracting Authority to cancel bidding** The Contracting Authority reserves the right to accept or reject a proposal, technically and/or financially, and cancel the bid. In this case, the Contracting Authority shall not have any financial obligation towards the Bidder.
- 14. Notification of the Bid** The Contracting Authority shall notify that the proposal of the Bidder was found eligible **by means of fax or e-mail** before the validity date of the proposal. The Contracting Authority shall notify the other participant firms the result on the bids/announcement after the awarded Bidder signed the contract.
- 15. Bid and Contract Expenditures** The Bidder shall bear all costs associated with the preparation and submission of its offer, and the Contracting Authority shall not be responsible or liable for those costs, regardless of the conduct or outcome of the evaluation process.
- Together with the signing the contract, the Bidder shall pay the stamp duty of the contract amount. In the event of any amendment in the given tax rate, the Bidder shall not make any request from the Contracting Authority. The project is exempt from VAT and VAT shall not be included in the financial offer or invoice of the contractor.
- 16. Signing Contract** **the** The Contracting Authority shall deliver to the Bidder the Contract and its Annexes with the letter notifying that the Bidder was awarded.
- The Bidder shall deliver to the Contracting Authority the signed Contract no later than **3 (three) business day**.
- In the event that the successful Bidder does not sign the contract within the prescribed time and not deliver the document which indicates the concluded agreement with the facility, the Contracting Authority, reserving other rights, may not call the Bidder for the similar bids for **1 (one) year**. In this case, the Contracting Authority may cancel relaunch the bid.





PART III BID SUBMISSION FORM

[The Bidder shall prepare this form on a Letterhead paper specifying the Bidder's complete name, address and communication details].

Date: [Insert date]

To: **Ministry of National Education Vocational and Technical Education General Directorate**
Address: Sosyal Ortaklar ve Projeler Daire Başkanlığı Mesleki ve Teknik Eğitim Genel Müdürlüğü Ek Binası - Emniyet Mahallesi Milas Sok. No: 21 Ankara-TURKEY

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bid Documents, including Addenda [Insert Addenda No./Nos., if any] issued in accordance with Instructions to Bidders (ITT)
- (b) We meet the eligibility requirements and have no conflict of interest;
- (c) We have not been suspended nor declared ineligible by the Contracting Authority based on execution of a Bid Securing Declaration in Turkey;
- (d) We offer to supply in conformity with the Bid Documents and in accordance with the Delivery Schedule(s) provided under the Technical Specifications the following Goods/Services: <<**Enter name of the procurement service/supplies, same as ITB Article 1**>>
- (e) The total price of our Financial Offer, is [Insert total price in Turkish LİRAs in words and figures]
- (f) There shall be no discounts and our total price is final.
- (g) Our offer shall be valid for a period of **30 calendar** days from the date fixed for the bid submission deadline in accordance with the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (h) We, along with any of our subcontractors, Contractors, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by an entity or individual that is subject to, a temporary suspension or a debarment imposed by a member of the World Bank Group or a debarment imposed by the KfW, the World Bank in accordance with the Agreement of Mutual Enforcement of Debarment Decisions between the World Bank and other development banks, or any other similar funding agency;
- (i) We understand that this offer, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (j) We understand and accept that Contracting Authority is not bound to accept the lowest evaluated bid or any other bid that the it may receive, and it reserves the right to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders; and
- (k) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption.

Name of the Bidder: [Insert the complete name of the Bidder; in the case of a Bid submitted by a Joint Venture insert the name of the Joint Venture as Bidder]

Name of the person duly authorized to sign the Bid on behalf of the Bidder [Insert complete name of the person duly authorised to sign the Bid; the person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid Schedules]

Title of the person signing the Bid [Insert complete title of the person signing the Bid]

Signature of the person named above [Signature of the person named above]





Date signed *[Insert date of signing]* day of *[Insert month]* *[Insert year]*

PART IV BIDDER IDENTIFICATION FORM

[The Bidder shall in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: *[Insert]*

Bid No.: *[Insert]*

Page *[Insert]* of *[Insert]* pages

Bidder's name: <i>[Insert Bidder's legal name]</i>
In case of Joint Venture (JV), legal name of each member: <i>[Insert legal name of each member in JV]</i>
Bidder's actual or intended country of registration: <i>[Insert actual or intended country of registration]</i>
Bidder's year of registration: <i>[Insert Bidder's year of registration]</i>
Bidder's address in country of registration: <i>[Insert Bidder's legal address in country of registration]</i>
Bidder's Authorized Representative Information Name: <i>[Insert Authorized Representative's name]</i> Address: <i>[Insert Authorized Representative's address]</i> Telephone/Fax numbers: <i>[Insert Authorized Representative's telephone/fax numbers]</i> E-mail address: <i>[Insert Authorized Representative's email address]</i>
1. Attached are copies of original documents of <i>[Check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association) and/or documents of registration of the legal entity named above, in accordance with Instructions to Bidders <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with Instructions to Bidders <input type="checkbox"/> In case of a state-owned enterprise or institution, in accordance with Instructions to Bidders documents establishing: a) Legal and financial autonomy; b) Operation under commercial law; c) Establishing that the Bidder is not dependent agency of the Contracting Authority
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

[



This project is funded by the European Union.
Bu proje Avrupa Birliği tarafından finanse edilmektedir.
هذا المشروع تم تمويله من قبل الاتحاد الأوروبي

Title of the person signing the Offer and Annexes

[Insert complete title of the person signing the Bid]

Signature of the authorized representative

[Signature of the person named above]

Date signed

[Insert date of signing] day of

[Insert month] [Insert year]

Stamp of the Firm / Legal Entity

Draft



PART V DRAFT CONTRACT

THIS AGREEMENT

made on the [Insert number] day of [Insert: month], [Insert: year].

BETWEEN

(1) **Ministry of National Education Vocational and Technical Education General Directorate** <<<name and address of beneficiary school>>, (hereinafter called “Contracting Authority”).

(2) [Insert name of Contractor], a legal entity incorporated under the laws of [Insert: country of Contractor] and having its principal place of business at [Insert address of Contractor] (hereinafter called “Contractor”).

(I) WHEREAS the Contracting Authority invited bids for services concerning <<**Enter name of the procurement service/supplies, same as ITB Article 1**>> for the project: **Social and Economic Cohesion through Vocational Education** and has accepted the Offer by the Contractor for the procurement of goods and services.

Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

- 1. Services** The Contractor shall fulfill the services specified within the scope of the Technical Specifications (Annex I of this Contract) which constitute integral part of the Contract.
- 2. Inspection and Acceptance** The Contracting Authority shall draw up a “**Certificate of Acceptance for Services**” concerning that the services were delivered in time and in compliance with the Technical Specifications.
- 3. Payment** The amount of contract is , (in figures) (.....) (in words, **TURKISH LIRAS**).

The Contracting Authority shall make payment to the Contractor for the services delivered in compliance with the Technical Specifications on the basis of The Financial Offer of the Contractor with the Unit Prices (Annex II of this Contract). The payment shall be made no later than 30 (thirty) business day from the issue of the invoice by the Contractor which will be arranged after the Certificate of the Acceptance following to the work completion.

The Contracting Authority reserves the right to vary by an administrative order the quantities at the time of contracting and during the validity of the Contract. The total value of the supplies/services may not rise or fall as a result of the variation (increase or decrease) by more than **20%** of the total price contracted. The unit prices quoted in the bid shall be applicable to the quantities procured under the variation. The Contractor shall keep records of all accommodation, transportation bills, receipts, boarding passes and tickets for calculation of actual costs occurred during the implementation with this regard.

The amount of the expenditures of the additional services including the amendments in the above paragraph shall not exceed the **20%** of the contract



amount or by no means the threshold values stipulated for Direct Award limits concerning TPPL Law 4734 and KfW Procurement Guidelines.

4. Insurance

Contractor shall ensure that itself, its staff, its subcontractors and any person for which the Contractor is answerable, are adequately insured. In addition, the private travel insurances for the participants of the Contracting Authority to the workshop location shall be covered by Contractor. The Contractor shall fully bear the consequences of a total or partial lack of coverage.

Contractor shall ensure that all compulsory insurances are subscribed in compliance with the laws and regulations in force in Turkey.

5. Property of documents and reports and patent and license rights

The Contracting Authority shall have all legal and property rights of all documents, promotional materials, printouts and video-audio records produced under this contract. The Contractor shall not use these documents for any purpose without written approval of the Contracting Authority. The Contractor shall indemnify and hold the Contracting Authority harmless for all damages and cost incurred due to any claim brought by any third party including creators and intermediaries for alleged or actual violations of intellectual, industrial or other property rights of any kind whatsoever based on the Contracting Authority's use of the deliverables as specified in the contract.

Parties shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.

6. Amendments of the Contract

The contract shall not be amended in any case with oral request and instruction unless with a written amendment which will be signed by the parties.

7. Assignment and Subcontracting

The Contractor shall not take over, subcontract and assign partly or wholly the obligations to be fulfilled under the contract without written consent of the Contracting Authority.

If Subcontractors are permitted by Contracting Authority;

- (a) Subcontractors shall satisfy the eligibility criteria applicable for the award of the contract and shall not fall under the exclusion criteria described in the Instructions to Bidders. No subcontract creates contractual relations between any subcontractor and the Contracting Authority.
- (b) The Contractor shall be responsible for the acts, defaults and negligence of its subcontractors and their agents or employees, as if they were the acts, defaults or negligence of the Contractor, its agents or employees. The approval by the Contracting Authority of the subcontracting of any part of the contract or of the subcontractor to perform any part of the tasks shall not relieve the Contractor of any of its obligations under the contract





8. Delay of the Contractor Firm and Penalties

The Contracting Authority may terminate the contract in the event that the Contractor Firm does not complete the entire Services or perform any part of it within the specific time.

In the event the Contracting Authority terminates the Contract in whole or in part, pursuant to Clause (a) of Article-9 of this Contract, the Contracting Authority may procure, upon such terms and in such manner as it deems appropriate, goods or related services similar to those undelivered or not performed, and the Contractor shall be liable to the Contracting Authority for any additional costs for such similar Goods or Related Services.

9. Termination of the Contract

9.1 Termination for Default

- (a) The Contracting Authority, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor, may terminate the Contract in whole or in part:
 - (i) If the Contractor fails to deliver any or all of the services within the period specified in the Contract;
 - (ii) If the Contractor fails to perform any other obligation under the Contract; or
 - (iii) If the Contractor, in the judgment of the Contracting Authority has engaged in fraud and corruption, as defined in GC Clause 3 of KfW Guidelines and/or Article 25 of Turkish Law. 4735, in competing for or in executing the Contract.

9.2 Termination for Insolvency

- (a) The Contracting Authority may at any time terminate the Contract by giving notice to the Contractor if the Contractor becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Contractor, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Contracting Authority.

9.3 Termination for Convenience

- (a) The Contracting Authority, by notice sent to the Contractor, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Contracting Authority's convenience, the extent to which performance of the Contractor under the Contract is terminated, and the date upon which such termination becomes effective;
- (b) If partial services are provided by the Contractor, before the date of event, which are to be accepted by Contracting Authority;
For the remaining Goods, the Contracting Authority may elect:
 - (i) To have any portion completed and delivered at the Contract terms and prices; and/or
 - (ii) To cancel the remainder and pay to the Contractor an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Contractor.





- 10. Settlement of Disputes** In the event of emerging any dispute or conflict, the Contracting Authority and the Contractor shall use their reasonable efforts to settle the dispute friendly directly or by means of the unofficial negotiations. In the event that the dispute has not been settled by peaceful means within 30 (thirty) days as of the start date of the unofficial negotiation the parties shall refer the dispute to the Ankara Courts.
- The Contracting Authority and the Contractor declare to agree by signing this Contract that the Ankara Courts shall settle this dispute and they shall obey to all decisions to be taken by the Ankara Courts
- 11. Valid Language** The language of the contract shall be Turkish. All correspondence exchanged between the parties and other documents concerning to the contract shall be written in the same language.
- 12. Law Applicable** The contract shall be interpreted as per the acts of the Republic of Turkey. The Ankara Courts shall be authorized in the event of the dispute.
- 13. Notifications** All notifications, requests or the required approvals or permissions shall be in written. In the event that there is a notification, request or approval as suchlike, it shall be notified to the related party in accordance with the procedure if delivered by hand to the related Party or sent to the address of the Parties by certified e-mail, mail or fax. The notification shall be effective in the event of occurring the following conditions: (i) when the notification is delivered by hand or sent by means of certified mail; (ii) 24 hours later after the approval for the receipt in the event of sending by fax; (iii) when the notification is received after sending the e-mail.
- Any one of the Parties may change the contact address by notifying the other party in maximum 3 (three) calendar days.
- 14. Taxes** The project is exempt from VAT. In this frame no VAT shall be paid. The Contractor shall be responsible for all other current taxes.
- 15. Commencement Date** The commencement date of the services of Contractor is the date of signature of this Contract.
- 16. Force Majeure** The Contractor shall not be liable for termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Contractor that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Contractor. Such events may include, but not be limited to, acts of the Contracting Authority in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- "The cases that can be accepted as a force majeure" shall be taken as basis under the Turkish Law No: 4735 titled "Force Majeure" for interpretation of this Clause.

The Contract is prepared in two (2) original copies, each page signed and final pages signed and





stamped with representatives who were duly authorized on the abovementioned date.

ON BEHALF OF THE
CONTRACTING AUTHORITY

ON BEHALF OF THE
CONTRACTOR FIRM

Annexes:

1. Technical Specifications (.....pages)
2. The Financial Offer of the Contractor with the Unit Prices (.....pages)
3. KfW Declaration of Undertaking (.....pages)
4. Proposal of the Contractor (.....pages)

PART VI TECHNICAL SPECIFICATIONS

1. GENERAL INFORMATION

<<in free format provide brief information about delivery, location, duration of work>>

2. JOB DESCRIPTION

<<detailed technical specification of the deliverables/services/supplies to be inserted here in free format>>

3. COPYRIGHT

The copyrights, the rights of publication/use of all kinds of visual elements (graphics, real images, etc.) and music, especially all copyright-requiring elements shall be the responsibility of the contractor. If necessary, a permit / consent letter stating the following shall be obtained: "We have no objection for use within the scope of the Project."

All the legal rights of all the documents, the video or non-display records belong to the Directorate General of Vocational and Technical Education of the Ministry of National Education and cannot be used without permission for any purpose. The company may not use the documents and data remaining on its own computers for any purpose.

PARTVII DETAILED PRICE BREAKDOWN AND FINANCIAL OFFER

Project Name: Social and Economic Cohesion through Vocational Education Project	
Date:	
Name of Bidder	
Type of Service	
Duration	





No	Goods and Services to be Procured (shall be priced within the scope of the list of Technical Specifications and Services Scope)	Persons	Qty./	Day/ Night	Unit Price (TL)	Total Price (TL)
1						
2						
..						
....						
.....						
GRAND TOTAL (Please Quote VAT Excluded Price)						

We read and accept the Administrative and Technical Specification as is and we declare and agree in advance that the proposed price shall cover all services and supplies indicated in the Administrative and Technical Specification and we shall fulfill the mentioned works and services fully and completely. **As this Project is exempt from the VAT, no VAT is included in our proposal.**

The proposal price is.....(in words).

(The name-title stamp and sign of the Bidder)

1. The proposal price shall be written **in figures and words** clearly.
2. Unit, total and grand total shall be indicated **individually**.
3. In the event of there is a difference between the unit price and total price obtained by multiplying the unit price with the number **the unit price** shall be taken as a basis. The errors of fact in figures such as number of day and person apart from the unit price shall be amended by the Contracting Authority during the process of the evaluation.
4. The evaluation shall be conducted considering the total offered price.

PART VIII DECLARATION OF UNDERTAKING

Reference name of the Application/Offer/Contract:

("Contract")³

To: **Ministry of National Education Vocational and Technical Education General Directorate**

Address: Sosyal Ortaklar ve Projeler Daire Başkanlığı Mesleki ve Teknik Eğitim Genel Müdürlüğü Ek Binası
- Emniyet Mahallesi Milas Sok. No: 21 Ankara-TURKEY

1. We recognise and accept that KfW only finances projects of the Project Executing Agency ("PEA")⁴ subject to its own conditions which are set out in the Funding Agreement it has entered into with the PEA. As a matter of consequence, no legal relationship exists between KfW and our company, our Joint Venture or our Subcontractors under the Contract. The PEA retains exclusive responsibility for the preparation and implementation of the Bid Process and the performance of

³ Capitalised terms used, but not otherwise defined in this Declaration of Undertaking have the meaning given to such term in KfW's "Guidelines for the Procurement of Consulting Services, Works, Goods, Plant and Non-Consulting Services in Financial Cooperation with Partner Countries".

⁴ The PEA means the Contracting Authority, the employer, the client, as the case may be, for the procurement of Consulting Services, Works, Plant, Goods or Non-Consulting Services.





This project is funded by the European Union.
Bu proje Avrupa Birliği tarafından finanse edilmektedir.
هذا المشروع تم تمويله من قبل الاتحاد الأوروبي.

- the Contract.
2. We hereby certify that neither we nor any of our board members or legal representatives nor any other member of our Joint Venture including Subcontractors under the Contract are in any of the following situations:
 - 2.1) being bankrupt, wound up or ceasing our activities, having our activities administered by courts, having entered into receivership, reorganisation or being in any analogous situation;
 - 2.2) convicted by a final judgement or a final administrative decision or subject to financial sanctions by the United Nations, the European Union or Germany for involvement in a criminal organisation, money laundering, terrorist-related offences, child labour or trafficking in human beings; this criterion of exclusion is also applicable to legal Persons, whose majority of shares are held or factually controlled by natural or legal Persons which themselves are subject to such convictions or sanctions;
 - 2.3) having been convicted by a final court decision or a final administrative decision by a court, the European Union, national authorities in the Partner Country or in Germany for Sanctionable Practice in connection with a Bid Process or the performance of a Contract or for an irregularity affecting the EU's financial interests (*in the event of such a conviction, the Applicant or Bidder shall attach to this Declaration of Undertaking supporting information showing that this conviction is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction*);
 - 2.4) having been subject, within the past five years to a contract termination fully settled against us for significant or persistent failure to comply with our contractual obligations during such Contract performance, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against us;
 - 2.5) not having fulfilled applicable fiscal obligations regarding payments of taxes either in the country where we are constituted or the PEA's country;
 - 2.6) being subject to an exclusion decision of the World Bank or any other multilateral development bank and being listed on the website <http://www.worldbank.org/debarr> or respectively on the relevant list of any other multilateral development bank (*in the event of such exclusion, the Applicant or Bidder shall attach to this Declaration of Undertaking supporting information showing that this exclusion is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction*); or
 - 2.7) being guilty of misrepresentation in supplying the information required as condition to participation in this Bid Procedure.
 3. We hereby certify that neither we, nor any of the members of our Joint Venture or any of our Subcontractors under the Contract are in any of the following situations of conflict of interest:
 - 3.1) being an affiliate controlled by the PEA or a shareholder controlling the PEA, unless the stemming conflict of interest has been brought to the attention of KfW and resolved to its satisfaction;
 - 3.2) having a business or family relationship with a PEA's staff involved in the Bid Process or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of KfW and resolved to its satisfaction;
 - 3.3) being controlled by or controlling another Applicant or Bidder, or being under common control with another Applicant or Bidder, or receiving from or granting subsidies directly or indirectly to another Applicant or Bidder, having the same legal representative as another Applicant or Bidder, maintaining direct or indirect contacts with another Applicant or Bidder which allows us to have or give access to information contained in the respective Applications or Offers, influencing them or influencing decisions of the PEA;
 - 3.4) being engaged in a Consulting Services activity, which, by its nature, may be in conflict with the assignments that we would carry out for the PEA;
 - 3.5) in the case of procurement of Works, Plant or Goods:
 - i. having prepared or having been associated with a Person who prepared specifications, drawings, calculations and other documentation to be used in the Bid Process of this





This project is funded by the European Union.
Bu proje Avrupa Birliği tarafından finanse edilmektedir.
هذا المشروع تم تمويله من قبل الاتحاد الأوروبي

- Contract;
- ii. having been recruited (or being proposed to be recruited) ourselves or any of our affiliates, to carry out works supervision or inspection for this Contract;
4. If we are a state-owned entity, and compete in a Bid Process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.
 5. We undertake to bring to the attention of the PEA, which will inform KfW, any change in situation with regard to points 2 to 4 here above.
 6. In the context of the Bid Process and performance of the corresponding Contract:
 - 6.1) neither we nor any of the members of our Joint Venture nor any of our Subcontractors under the Contract have engaged or will engage in any Sanctionable Practice during the Bid Process and in the case of being awarded a Contract will engage in any Sanctionable Practice during the performance of the Contract;
 - 6.2) neither we nor any of the members of our Joint Venture or any of our Subcontractors under the Contract shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, the European Union or Germany; and
 - 6.3) we commit ourselves to complying with and ensuring that our Subcontractors and major Contractors under the Contract comply with international environmental and labour standards, consistent with laws and regulations applicable in the country of implementation of the Contract and the fundamental conventions of the International Labour Organisation⁵ (ILO) and international environmental treaties. Moreover, we shall implement environmental and social risks mitigation measures when specified in the relevant environmental and social management plans or other similar documents provided by the PEA and, in any case, implement measures to prevent sexual exploitation and abuse and gender based violence.
 7. In the case of being awarded a Contract, we, as well as all members of our Joint Venture partners and Subcontractors under the Contract will, (i) upon request, provide information relating to the Bid Process and the performance of the Contract and (ii) permit the PEA and KfW or an auditor appointed by either of them, and in the case of financing by the European Union also to European institutions having competence under European Union law, to inspect the respective accounts, records and documents, to permit on the spot checks and to ensure access to sites and the respective project.
 8. In the case of being awarded a Contract, we, as well as all our Joint Venture partners and Subcontractors under the Contract undertake to preserve above mentioned records and documents in accordance with applicable law, but in any case for at least six years from the date of fulfillment or termination of the Contract. Our financial transactions and financial statements shall be subject to auditing procedures in accordance with applicable law. Furthermore, we accept that our data (including personal data) generated in connection with the preparation and implementation of the Bid Process and the performance of the Contract are stored and processed according to the applicable law by the PEA and KfW.

Name: _____ In the capacity of: _____
Duly empowered to sign in the name and on behalf of: _____

Signature: _____ Dated: _____

⁵ In case ILO conventions have not been fully ratified or implemented in the Employer's country the Applicant/Bidder/Contractor shall, to the satisfaction of the Employer and KfW, propose and implement appropriate measures in the spirit of the said ILO conventions with respect to a) workers grievances on working conditions and terms of employment, b) child labour, c) forced labour, d) worker's organisations and e) non-discrimination.

⁶ In the case of a JV, insert the name of the JV. The person who will sign the application, bid or proposal on behalf of the Applicant/Bidder shall attach a power of attorney from the Applicant/Bidder.



APPENDIX 1b

STANDARD CONTRACT FOR PROCUREMENT OF SERVICES

Unit Price / Lump-sum Price Service Procurement Contract

1 İKN (Tender Registration Number from EKAP):

Article 1 - Parties to the Contract

The Contract herein has been executed by and between
(hereinafter shall be referred to as “the Contracting Authority”) on one part
and..... (hereinafter shall be referred to as “the Contractor”) on the
other, based on the following terms and conditions.

Article 2 - Information about the parties

2.1. The Contracting Authority’s

- a) Name:
- b) Address:
- c) Telephone number:
- ç) Fax number:
- d) E-Mail Address (if any):

e) **(Added paragraph: 13.06.2019-30800 O.G./Article 33; effective date: 23.06.2019)** Electronic notification address

2.2. The Contractor’s;

- a) Full name/Trade name:
- b) ID Number:
- c) Tax Identification Number:
- ç) Address of the Contractor for notification:
- d) Telephone number:
- e) Fax number for notification:
- f) E-mail address (if any) for notification:

g) **(Added paragraph: 13.06.2019-30800 O.G./Article 33; effective date: 23.06.2019)** Electronic notification address

2.3. Both Parties accept the addresses mentioned in Articles 2.1 and 2.2 as their notification address. Unless the other Party is duly notified of address changes, any notification delivered to the latest declared address of a Party shall be deemed to be delivered to the related Party.

2.4. The parties may as well make their notifications by other means such as courier, fax or electronic mail, provided that they make the written notification in due time later on.

5 Article 3 - Language of the contract

The Contract has been prepared in Turkish.

6 Article 4 - Definitions

4.1. The definitions set forth in Public Procurement Law No. 4734, Public Procurement Contracts Law No. 4735 and General Specifications for Service Works (hereinafter shall be referred to as the General Specifications) as well as the definitions set forth in the other documents composing the tender documentation shall be applicable in enforcement of this Contract.



7 Article 5 - Description of Work

5.1. The work being subject of the contract is The technical characteristics and other details of the work are set forth in the documents which are annexed to the contract and which constitute the tender documentation.

Article 6 - Type and price of Contract

6.1

Article 7 - Expenses included in the contract price

7.1. With regard to the fulfillment of the undertaking (including the increases to occur due to additional works), is included in the contract price. The Value Added Tax to be calculated as per the relevant legislation shall not be included in the contract price and shall be paid to the Contractor by the Contracting Authority.

Article 8 - Annexes to the Contract

8.1. The tender documentation shall be an annex to and an integral part of this contract and shall bind the Contracting Authority and the Contractor. However, in case of contradictions or differences between the contract provisions and provisions in the documents making up the tender documentation, the provisions contained in the tender documentation shall prevail.

8.2. The order of priority among the documents constituting the tender documentation is as follows:

- 1) General Specifications for Service Works,
- 2) Administrative Specifications,
- 3) Draft Contract,
- 4) Unit price descriptions (if any),
- 5) Technical Specifications (if any),
- 6) Technical Specifications,
- 7-Clarifications (if any),
- 8-KfW Declaration of Undertaking

8.3. Addenda shall have the order of precedence of their related documents.

Article 9 - Duration of contract (Amended 16/7/2011- 27996 OG / Art. 35)

9.1

9.2. For the implementation of this contract, the calculation of time periods is made on the basis of calendar days.

Article 10 - Location of work and delivery and commencement date

10.1. Place(s) of work:

10.2. Provisions regarding the delivery and commencement date : No separate commencement date shall be given to the Contractor for delivery of the goods, and the delivery period shall be deemed to start the day following the execution of the contract by the parties.

Article 11 – Provisions governing the security

11.1. Performance security:

11.1.1. The Contractor has furnished a performance security of(in figures and in words) with respect to this work.

11.1.2. The performance bond shall be valid until .../.../.... If it is understood that the acceptance will be delayed due to the cases laid down in the Law or in the contract as well as the work under penalty, duration of the letter of guarantee shall also be extended to cover the delay in the work duration.

11.2. Additional performance security:





11.2.1. For the works which require payment of a price difference, additional performance security shall be collected from the assets regarded as security at the ratio of 6% of the amount payable as price difference and/or the amount of increase if the amount of work is increased. The amount of additional performance security which is calculated over the amount payable as price difference may also be covered through deduction from the progress payments.

11.2.2. If the additional performance security is provided in the form of a letter of guarantee, the validity of the additional performance bond shall not be less than the validity of the performance bond.

11.3. The performance security and the additional performance security to be furnished by the Contractor may be swapped with the assets listed under Article 34 of Law No. 4734.

11.4. Returning the performance security and the additional performance security:

11.4.1. After it is determined that the undertaking has been fulfilled in accordance with the provisions of the contract and the tender documentation and the Contractor does not have any outstanding debt to the Contracting Authority due to this work, the total sum of performance security and additional performance securities (if any) shall be returned to the Contractor after the clearance certificate issued by the Social Security Agency is submitted to the Contracting Authority.

11.4.2. In the event that outstanding debts of the Contractor to the Contracting Authority and the Social Security Agency due to this work as well as the legal tax deductions made from remunerations and payments regarded as remunerations are not paid until the acceptance date of the service, the performance security and additional performance security shall be converted into cash and deducted against the incurred debts, and, if any, the remaining amount shall be returned to the Contractor, without any need for written protest and a court decision.

11.4.3. In the cases where deduction is not necessary pursuant to the abovementioned provisions, the performance bonds which could not be returned, due to absence of request in spite of the written warning of the Contracting Authority, within a period of two years as of the approval of final account and acceptance protocol shall be null and void, and shall be returned to the issuing bank. The securities other than the letters of guarantee shall be registered as revenue for the Treasury at the end of the period.

11.5. The securities collected by the Contracting Authority shall in no way be subject to attachment and interim injunction.

Article 12- Place and terms of payment

12.1. Contract price (**Amended phrase: OG-3/7/2009-27277**) (including the amount for the increases that may arise due to the additional works) shall be effected at the according to schemes, terms and conditions specified below provided that provisions of the General Specifications concerning faulty, defective and deficient works are reserved:

12.2. If the Contractor performs more work than the work schedule, the Contracting Authority will pay the value of this extra work if possible.

12.3. The Contractor may not transfer or assign the progress payments and receivables concerning the work performed to third parties without written consent of the Contracting Authority. The deeds of assignment shall be drawn up by the notaries and meet the terms and conditions required by the Contracting Authority.

**Article 13- Advance Payment, Terms and Amount Thereof
(Amended: 16/7/2011- 27996 OG / Art. 37)**

13.1. For the purpose of this work no advance payment shall be made.

Article 14 - Price difference

14.1. The Contractor may not make any claims of price difference for reasons such as increases in taxes, duties, charges and other financial liabilities or imposing of new financial liabilities both during the contract period and the extended time period until complete fulfillment of the contract.





14.2. No price difference shall be calculated. However, if the work completion date is extended by granting a time extension due to force majeure or for reasons arising from the Contracting Authority, the price difference shall be calculated by taking into account the principles in force regarding price difference.

14.3. No changes may be introduced to the principles and procedures related to price difference contained in the Contract, after the signing of the Contract.

Article 15 - Information on sub-contractors and their responsibilities

15.1. Subcontractors may be employed for this work within the frame of regulations in the administrative specifications and the bid of the Contractor during the tender phase. The responsibility of the subcontractors for the work they perform shall not relieve the Contractor from its responsibility.

15.2. Subcontractor(s)/Contractor(s)';

- a) Full name/ Trade name:.....
- b) Address:
- c) Fax No.....
- ç) Electronic Mail Address (If any):.....
- d) Works Undertaken:

Article 16- Penalties and termination of contract

16.1. (Amended 3/7/2009 – 27277 O.G. / Art. 49) The penalties to be imposed by the Contracting Authority are specified below:

16.1.1.

16.1.2. (Added: 16.03.2019-30716 O.G./Art. 87; effective date: 26.03.2019) In cases other than those stipulated under Article 16.1.1, a minimum ten-day written notification shall be served and a penalty at a ratio of 1% of the Contract price shall be applicable for each calendar day of delay. However, in case the relevant breach cannot be eliminated due to the nature of work, the Contracting Authority may terminate the Contract without need to issue a protest as per paragraph (b) of article 20 of Law no. 4735. In case the Contract is not terminated, a penalty at the aforesaid ratio shall be applicable over the Contract price.

16.1.3. (Added: 16.03.2019-30716 O.G./Art. 87; effective date: 26.03.2019) Total amount of the penalty to be imposed by the Contracting Authority may in no case exceed 30% of the contract price. However, if the amount of penalty exceeds 30% of the contract price, the penalty up to the said ratio shall remain applicable and, besides, the Contract shall be terminated without any need to issue a protest as per paragraph (b) of article 20 of Law no. 4735.

16.2. (Amended 3/7/2009 – 27277 O.G. / Art. 49) The penalties mentioned above shall be deducted from the payments to be made to the Contractor, without the need to file any protest. In case it is not possible to cover the penalty through the deductions from the payments, the sum of penalty shall be collected separately from the contractor.

16.3. Where the same condition persists even after the end of the period set in the notice, the performance security and the additional performance security, if any, shall be registered as revenue, without the need to file a formal protest; the Contract shall be terminated; and the account shall be liquidated according to general provisions.

16.4. If it is discovered that the Contractor has committed prohibited acts or conducts as mentioned in Article 25 of Law No. 4735 during implementation of the Contract, the performance security and the additional performance securities, if any, shall be registered as revenue, without the need to make a protest, the Contract shall be terminated, and the relevant account shall be liquidated according to the general provisions.

2 Article 17 - Conditions and terms under which a time extension may be granted

3 17.1. Conditions for which a time extension is allowable due to force majeure are listed below.

17.1.1 Force majeure:

- a) Natural disasters.
- b) Legal strikes.
- c) General epidemic diseases.



ç) Declaration of partial or full mobilization.

d) Other similar circumstances to be determined by the Public Procurement Agency where required.

17.1.2. The foregoing may be accepted as force majeure events and a time extension may be given to the Contractor only if

a) They have not arisen out of the Contractor's default,

b) They are of a nature to impede the fulfillment of the undertaking,

c) The Contractor is not capable of eliminating the obstacle,

ç) It is notified in writing by the Contractor to the Contracting Authority within twenty days following the occurrence of the force majeure,

d) They are certified by the competent authorities.

17.1.3. Applications that are not made on time by the Contractor shall be ignored, and the Contractor may not request time extension after the application period has expired.

17.2. Conditions under which a time extension may be granted due to the Contracting Authority's fault:

17.2.1. If the Contracting Authority fails to fulfill its contractual obligations within proposed time periods without the fault of the Contractor, leading to delays for which the Contractor cannot be held responsible and impeding the fulfillment of the undertaking in a way that the Contractor is unable to eliminate such impediment, the duration of a part or whole of the work shall be extended for at least as long as the period of delay, according to the impediments for performance of the work and nature of the work to be performed.

17.2.2. When there is an increase in the amount of work due to additional works, the duration of the work shall be extended for the related part or whole of the work in proportion to the said increase

17.3. The relevant provisions of the General Specifications shall be applied in other matters concerning the time extension.

4 Article 18 – Inspection Committee and roles

18.1 (Amended 16/12/2010-27787/Art. 8) An inspection and testing committee appointed by the Contracting Authority shall supervise whether the work is carried out in compliance with the contract and annexes thereto. The Supervisor shall exercise the powers and fulfill the roles laid down in Section Four of the General Specifications.

Article 19 - Records and reports regarding performance of work

19.1.

Article 20 - Terms of delivery, inspection and acceptance

20.1. No partial acceptance shall be granted for this work.

20.2. When the contractual work is completed, the Contractor shall apply to the Contracting Authority with a petition to request that the takeover of the (work/ relevant portion) be completed and the acceptance procedures be carried out. Upon this, (the work/ relevant portion) performed shall be taken over within workdays as of the date when the letter of application is received by the Contracting Authority, at the address with all costs being on account of the Contractor. The Contractor shall be liable for the losses arising from its failure to fulfill its obligations under the contract and annexes hereto for the delivery of work.

20.3. Inspection and acceptance procedures concerning the work taken over shall be carried out within workdays as of delivery of the work in a manner that is favorable for acceptance pursuant to the provisions of the "Regulations for Inspection and Acceptance of Service Procurements" and the General Specifications for Service Works, and the final account report shall be arranged.

5 Article 21- Protection and insurance of the work and the work sites

21.1. (Amended 3/7/2009 – 27277 O.G. / Art. 50) The Contractor bears the responsibility for protection of the work and the work site under the principles regulated in Article 19 of the General Specifications.

21.2. Types of insurance, coverage and limits:



21.2.1 This item is left blank

8 Article 22 - Liabilities of the Contractor concerning the personnel to be employed for the subject work of the contract

22.1. The liabilities of the Contractor for the personnel to be employed for the contractual work are set forth in the mandatory provisions of the pertinent legislation governing this matter and in Section Six of the General Specifications, and the Contractor is responsible for implementing these provisions exactly as they are.

22.2. (Added article: 27/04/2016–29696 O.G. / Art. 3) The Contractor shall be obliged to ensure the occupational health and safety of the personnel with all costs thereof being borne by the Contractor. Within this framework, the obligatory precautions related to occupational health and safety within the scope of the relevant occupational health and safety legislation, such as ensuring that the employees benefit from the services provided by the occupational safety specialist, the workplace doctor and the other healthcare services personnel if required; ensuring health supervision of the employees, preventing occupational risks, taking all the necessary measures including providing trainings and information; making the organization, providing necessary tools and equipment, making the health and safety measures suitable for the changing conditions and improving the current status, observing and making inspections as to whether the occupational health and safety measures taken in the workplace are implemented and eliminating the nonconformities shall be under the responsibility of the Contractor.

Article 23 - Amendment to the contract

23.1. Amendments may be introduced to the Contract provisions about the particulars listed below, provided that the contract price is not exceeded and that the Contracting Authority and the Contractor come to a mutual agreement:

- a) Place of performance or delivery of the work,
- b) Duration of work and terms of payment according to such duration provided that the work is completed or delivered earlier than the stipulated duration.

23.2. Except for these situations, no changes may be introduced to the provisions of the Contract, nor may an additional contract be concluded.

Article 24 – Death, Bankruptcy, Severe Illness, Detention or Imprisonment of the Contractor (Amended: OG-16/7/2011-27996)

24.1. The relevant provisions of Law No. 4735 shall apply in case of death, bankruptcy, severe illness, detention or conviction of the Contractor in a manner that limits its freedom.

6 24.2. As for the works performed by a joint venture, in case of death, bankruptcy, severe illness, imprisonment and detention or conviction of any partner in a way that limits their freedom, the relevant provisions of Law no. 4735 shall apply, as well.

Article 25 - Termination of the contract by the Contractor

25.1. Except for the force majeure, if, after the contract is concluded, the Contractor notifies the Contracting Authority in writing, stating the reasons that it will not be able to fulfill its undertaking due to financial insolvency, the performance security and additional performance securities -if any- shall be registered as revenue without requiring any protest, the contract shall be terminated, and the relevant account shall be liquidated according to the general provisions.

Article 26- Termination of Contract by the Contracting Authority

26.1. The Contracting Authority shall terminate the contract in the following cases:

- a) If the Contractor fails to perform its undertaking in accordance with the provisions of the tender documentation and the contract or to complete the work in due time, and if the same situation continues in spite of the notice of the Contracting Authority, stipulating the reasons clearly, for a period not less than ten days with regard to the application of the delay penalty at the ratio stipulated in the contract,



b) If it is determined that the Contractor has been engaged in prohibited acts and misconduct stipulated in Article 25 of Law No. 4735, during implementation of the contract, the performance security and additional performance security (if any) shall be registered as revenue without any need to file a protest, and the contract shall be terminated, and the account shall be liquidated according to the general provisions.

Article 27- Termination due to the prohibited acts or misconduct prior to the contract

27.1. If it is determined after signing of the contract that the Contractor has been engaged, during the bidding process, in acts or conducts prohibited under Law no. 4734, the performance security and additional performance securities, if any, shall be registered as revenue, and the contract shall be terminated with the account thereof being liquidated in accordance with general provisions.

27.2. Provided that at least 80% of the undertaking has been completed and public benefit is seen in having the undertaking completed, if

a) there is not sufficient time to carry out a new bidding process for the remaining part of work undertaken due to its urgency,

b) it is not possible to have a different Contractor carry out the undertaking,

c) the said prohibited acts or misconduct of the Contractor do not constitute an obstacle to prevent the Contractor from completing its remaining undertaking,

then the Contracting Authority may choose not to terminate the Contract, and ask the Contractor to complete its undertaking; in this case, the Contractor shall be obliged to complete its undertaking.

27.3. However, in this case, action shall be taken in line with the provision of Article 26 of Law No. 4735, and penalty shall be imposed against the Contractor at an amount equal to the performance security and additional performance securities (if any). This penalty may also be collected through deductions from the progress payments.

Article 28- Termination of contract due to force majeure

28.1. The Contracting Authority or the Contractor may unilaterally terminate the contract in the event of force majeure. However, if the Contractor requests time extension based on force majeure, it is necessary in order for the Contracting Authority to be able to terminate the contract that the work is not completed in accordance with the contract and annexes thereto by the end of the time extended. If the contract is terminated, its account shall be liquidated according to general provisions, and the performance security and additional performance securities, if any, shall be returned.

Article 29 - Additional works that may be assigned under the contract, decrease in the volume of work and dissolution of work

29.1. In case there is an obligatory increase in the work due to unforeseen situations and provided that the said work

a) remains within the scope of the service that is the subject of the contract,

b) is technically or economically not viable to be separated from the original work without the Contracting Authority incurring additional financial burden,

then the additional work up to 20% of the contract price may be carried out by the same Contractor pursuant to the provisions set forth in the contract and the tender documentation except for the duration.

In case it is understood that the work cannot be completed under these terms, the account shall be liquidated in accordance with general provisions without any increase. However, in such a case, it is obligatory that the Contractor execute the work until the contract price is fulfilled, in accordance with the provisions of the tender documentation and the contract

Article 30 - Contractor's Penal Liability

30.1. Even if it is discovered after the completion and acceptance of the work, the Contractor and its partners or representatives in the said work who have committed such acts or demeanors that are listed under Article 25 of Law no. 4735 and that constitute a crime pursuant to the Turkish Criminal Code shall be reported to the



competent Public Prosecutor's Office for penal prosecution according to the provisions of the Turkish Criminal Code. The provisions of Article 27 of Law no. 4735 shall be applicable for such persons if they receive a criminal sentence.

7 Article 31 - Indemnity Liability of the Contractor

31.1. Within the frame of its undertaking, the Contractor shall be directly liable for the losses and damages arising from the selection, delivery or use of materials that are defective or that do not comply with the standards; error in design, faulty application, lack of inspection, failure to perform the undertaking as per the provisions of the contract and specifications, and similar reasons. Such losses and damages shall be rectified and indemnified by the Contractor according to the general provisions, and the provisions of Article 27 of Law no. 4735 shall be applied accordingly.

Article 32 - Issues subject to intellectual and industrial property

32.1. The Contracting Authority shall state here which one(s) of the rights, which are subject matter of the service performed within the framework of the contract provisions or which come to existence during the course of or as a result of the performance of the service and are designated in the General Specifications or which are subject to intellectual and industrial property, it will have, including the durations for and the conditions under which the Contracting Authority will have such rights, in a way not to leave any room for doubt.

Article 33 - Terms of support services such as installation, commissioning, training, maintenance, spare parts

33.1. This article left blank.

8 Article 34- Terms of warranty

34.1. This article left blank.

9

10 Article 35 - Cases not stipulated herein

35.1. In cases that are not stipulated in this contract and the annexes hereto, the provisions of Laws no. 4734 and 4735 shall apply as relevant; and for the cases not stipulated in the cited Laws, the general provisions shall apply.

11

Article 36- Miscellaneous

36.1. All tenderers shall submit in their tender dossiers to the Contracting Authority the signed declaration of undertaking that is contained in the tender documents and set forth in Article 5.1 (e) of the Administrative Specifications. Such document shall constitute an integral part of this Contract, in addition to the provisions set forth in Article 8.2.

36.2. All receipts to be issued for payments to be made to the Contractor within the scope of the contract in the amount depicted by the Laws and Legislation of the Republic of Turkey shall be exempt from Value Added Tax.

36.3 Since payments to be made to the Contractor shall be exempt from Value Added Tax (VAT) as per the international agreements regarding the Project, article 7.1 of this Contract shall not be applicable.

Article 37- Settlement of Disputes

37.1. For settlement of all disputes to arise out of the implementation of this Contract herein and the annexes hereto, the courts and execution offices of (*The court of the city where the Contracting Authority is located shall be written here*) shall have jurisdiction.

Article 38 - Effective Date

38.1. This Contract shall enter into force on the date it is signed by the parties.

Article 39 – Contract signature





39.1. The Contract herein, which consists of 39 articles, was signed and executed in one copy after being fully read and understood by the Contracting Authority and the Contractor on .../.../..... Furthermore, the Contracting Authority shall submit a “true copy of the contract approved by the Contracting Authority” to the Contractor upon the Contractor’s request.

CONTRACTING AUTHORITY

THE CONTRACTOR

Draft



KFW