

**CLARIFICATION No:2 TO THE  
TENDER DOSSIER**

**Publication Ref: NEAR/ANK/2021/EA-OP/0074**

**Title: Supply of Coastal Patrol Boats**

Further the requests received from the tenderers, the following clarifications are provided:

| <b>Additional information about the Contract Notice</b> |   |
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| <b>Q.1:</b>   | <p>According to Annex II-III,<br/>“CPB shall be able to perform typical missions including Search and Rescue (SAR), Patrol, Maritime Law Enforcement (MLE), Diving and Port, Waterways, and Coastal Security (PWCS).”</p> <p>Considering the large field of use of CPB and similar nature of the mentioned boats, we kindly request you to enlarge your requirement under CN, 18. Selection Criteria, 3) Technical Capacity as follows;</p> <p>Instead of;</p> <ul style="list-style-type: none"> <li>• the tenderer has delivered supplies under at least 1 contract with a budget of at least 3 500 000 EUR (proportion carried out by the candidate) in the field of coastal patrol boats, which was implemented during the following period: 3 years from the submission deadline (the start and end/completion dates of the references should be specified as day/month/year).</li> </ul> <p>as;</p> <ul style="list-style-type: none"> <li>• the tenderer has delivered supplies under at least 1 contract with a budget of at least 3 500 000 EUR (proportion carried out by the candidate) in the field of coastal patrol boats, Search and Rescue (SAR), Patrol, Maritime Law Enforcement (MLE), Diving and Port, Waterways and Coastal Security (PWCS) which was implemented during the following period: 3 years from the submission deadline (the start and end/completion dates of the references should be specified as day/month/year).</li> </ul> |
| <b>A.1:</b>   | Selection criteria was defined as broad as possible. Therefore, no revision was made.   |
| <b>Instructions to Tenderers</b>                        |   |
| <b>Q.2:</b>   | <p>A. Instructions to Tenderers Article 1.1 / Page 1</p> <p>The delivery lead time for the supply is identified as 450 days starting from the contract commencement date. Contract commencement date is described as the date of contract signing. We propose to revise contract commencement date as the date of pre-financing or advance payment date.</p>  |
| <b>A.2:</b>   | As per Article 18 of Special Conditions, the period of implementation of tasks will commence on the date of signature of the contract by both parties. Therefore, no revision was made and the related part remains the same.   |
| <b>Q.3:</b>   | <p>A. Instructions to Tenderers Article 22.4 / Page 11</p> <p>This paragraph is unclear, according to the term, the Contracting Authority has right to revise the quantities by +/-% 100, whilst the value of the contract can be revised max. +/-%25. How should we comment this paragraph?</p>  |
| <b>A.3:</b>   | As per Article 22.4 of Instructions to Tenderers and Article 22.2 of General Conditions, the contracting authority might increase or decrease the quantities by 100 % at the time of contracting  |

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|             | only if total value of the supplies may not rise or fall by more than 25% of the original financial offer after the variation.  |
|             | <b>Annex I. General Conditions</b>  |
| <b>Q.4:</b> | Annex I. General Conditions Article 7.1 / Page 5<br>CPB has already been designed and built by our shipyard. Nonetheless, what kind of drawings will the Contracting Authority share?   |
| <b>A.4:</b> | Please note that the requirements for the drawings and the supply of documents are listed in Article 7 and Article 14 of Special Conditions.  |
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| <b>Q.5:</b> | Annex I. General Conditions Article 9.10 / Page 7<br>The Contractor is fully obliged to keep all records for 7 years period starting from the Final Acceptance Date. What kind of records are required to be kept? Financial records, correspondence (incl. emails) etc?  |
| <b>A.5:</b> | As per Article 9.10 of General Conditions, <b>all kinds of records related to the contract</b> must be kept for a 7-year period after the final payment made under the contract.  |
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| <b>Q.6:</b> | Annex I. General Conditions Article No.11.1 / Page 9<br>The amount of Performance Guarantee the Contractor will submit has been described as between %5-%10 of the total contract value. Is there any specific and final percentage rather than a range?  |
| <b>A.6:</b> | As per Article 11.1 of Special Conditions, the amount of the performance guarantee shall be 10 % of the total contract price, including any amounts stipulated in addenda to the contract.  |
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| <b>Q.7:</b> | Annex I. General Conditions Article 12.2.a / Page 11<br>“The contractor shall provide the contracting authority with all cover notes and/or certificates of insurance showing that the contractor's obligations relating to insurance are fully respected” What kind of insurance policies / certificates are specifically required to be provided? In general practice, “All Risk Marine Insurance Policy” covering all ship building process including sea trial tests, “Transportation Insurance Policy” if the boats are transported are applicable and can be provided.  |
| <b>A.7:</b> | The article is self explanatory, the tenderer is required to take any necessary action in order to satisfy insurance requirements as per Article 12 of General Conditions as follows; <ul style="list-style-type: none"> <li>• the contractor shall ensure that itself, its staff, its subcontractors and any person for which the contractor is answerable, are adequately insured with insurance companies recognized on the international insurance market.</li> <li>• the contractor shall ensure that all compulsory insurances are subscribed in compliance with the laws and regulations in force in the country in which the duties are to be performed.</li> </ul> |
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| <b>Q.8:</b>   | Annex I. General Conditions Article 17.2 / Page 15<br><br>According to the condition stated we understood that all Intellectual Property Rights will be remaining to the Contractor, however, the Contracting Authority will also have irrevocable, royalty free, non-exclusive licence limited to this contract. This terms is conflicting with the last paragraph. In the event that this contract is ended, the licence provided for the Contracting Authority use should also be ended. There must be limit for using IPR licence.  |
| <b>A.8:</b>   | General Condition document is the standard annex of PRAG, no derogation or revision was made to the related article. Therefore, the contracting authority shall have an irrevocable, royalty-free, non-exclusive licence of the rights for the purpose of the contract. No revision was made and the related part remains the same.   |
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| <b>Q.9:</b>   | Annex I. General Conditions Article 26.3 / Page 21<br><br>Is it compulsory for the Contractor to issue commercial invoice (E-Fatura) for the pre-financing payment. Can we submit pro forma invoice instead of commercial invoice (E-Fatura)? Since we are located in free zone, we will be issuing our invoice subject to customs. Therefore, it'd be impossible for us to issue commercial invoice (E-Fatura) for partial payment. Our commercial invoice will be full amount and issued upon the provisional acceptance.   |
| <b>A.9:</b>   | In case the contractors request the prefinancing payment, they must issue an admissible invoice (commercial invoice) for the amount of prefinancing payment. Proforma invoice is not acceptable by the contracting authority. In addition, it is not compulsory to request the prefinancing payment for contractors.  |
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| <b>Q.10:</b>  | Annex I. General Conditions Article 38.2 / Page 31<br><br>Can you add "Pandemic outbreak" to force majeure circumstances?   |
| <b>A.10:</b>  | General Condition document is the standard annex of PRAG, no derogation or revision was made to the related article. Therefore, no revision was made and the related part remains the same.   |
|               | <b>Annex II + III Technical Specification</b>   |
| <b>Q. 11:</b> | 1.1.2. <i>CPB shall be able to operate at sea state 4 (according to WMO code 3700) or at least 2 meters significant wave height with a speed of at least 20 knots. CPB shall be able to operate at sea state 1, 2 and 3 (according to WMO code 3700) with a speed of at least 35 knots. Model tests (resistance, sea-keeping) shall be performed in appropriate tank(s). If Contractor offers a proven CPB design (a boat that is used by Coast Guard of EU Countries or/and Rescue Organisations (KNRM, RNLi etc.) and is certificated/approved for resistance and sea-keeping performance (shall be confirmed by Beneficiary)), the model tests are not needed.</i> However with this length and equipment, we strongly recommend you to recalculate the needs. Could you please revise the requirements as; minimum 2 sea states with economic speed minimum 3 sea states with max. speed. |
| <b>A. 11:</b> | The necessary calculation for the needs was performed. No revision regarding the technical specification was made. Please also note that, the test conditions specified in the special conditions were revised. Further explanation was added in the relevant part. Please refer to the Changes No.1 to the Tender Dossier.   |
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| <b>Q.12:</b> | According to Annex II-III, CPB shall have the ability and structural strength of landing to the beach. However, it is stated under 1.3.1.1. <i>“CPB shall be of carbon fibre reinforced composite material and vacuum infusion construction process shall be applied.”</i> For the structural strength of the landing to the beach it is mandatory to revise technical requirement as aluminium material instead of carbon fibre reinforced composite material. Considering the minimum requested service life of 20 years, we strongly recommend you to take into account that composite material will have 100% serious damages on the hull as outcome of the frictions during the landing to the beach in such as long period of usage. Composite material will take water inside from damaged areas and this situation will cause deformation on the body. On the other hand, aluminium material has advantage about less maintenance needs and has more strength than composite. We ensure you aluminium material will also comply with all necessary requirements and more of Annex II-III including weight which is the same with composite. |
| <b>A.12:</b> | There are many examples of composite boats which have the ability and structural strength of landing to the beach. Coastal patrol boats land to the beach after each operation with higher speeds (approximately 20 knots). Due to its low corrosion resistance and difficulty in operation, aluminium is not preferred. However, composite materials are ease of operation. Therefore, no revision was made.   |
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| <b>Q.13:</b> | Considering the equipment requirement and speed requirement, our engineering calculations shows us the minimum length of the CPB should be 14 m at least. Could you please clarify if 14 m is acceptable?   |
| <b>A.13:</b> | No prior opinion on the assessment of the tender can be given by the contracting authority in reply to a question or a request for clarification. According to the market research performed, there are supplies within the given length range in technical specification. As per the item 1.3.2.1, length of CPB shall be 9-11 meters and this specification was defined in accordance with the needs of the beneficiary.  |
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| <b>Q.14:</b> | 1.31.4. Towline reel can be installed on the boat, however this will cause limited operational area on the aft deck. Is it suitable to arrange a proper storage area for the towing and mooring ropes?  |
| <b>A.14:</b> | The related part regarding proper storage area for the towing and mooring ropes was added. Please also refer to Changes No.1 to the Tender Dossier.   |
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| <b>Q.15:</b> | 1.31.5. Installation of securing eyes onto bow and transom will be done by bolt connection which can damage the hull for long term operation with holes on the hull. Can existing mooring and towing bollards on the deck be used for securing the boat to a trailer or shipping cradle?  |
| <b>A.15:</b> | Existing mooring and towing bollards on the deck could be used for securing the boat to a trailer or shipping cradle. Please also refer to the Changes No.1 to the Tender Dossier.  |
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| <b>Q.16:</b> | Some technical offers to the technical specifications are not exactly at the same line with the requirements or some of them as items 1.31.4. & 1.31.5. cannot be matched. Is this a reason to be rejected and in case of tender awarded, can those items be revised before contract signing?   |

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| <b>Q.17:</b>                              | Is not complying to some of the articles in the technical specification a disqualification reason? There are some articles that we do not comply / accept in the technical specifications? Is it possible to modify / alter / remove those articles from the technical specifications during contract negotiations?   |
| <b>A.16 &amp; A.17:</b>                   | As per Article 2 (General Requirements) of <i>c4f_annexiitechspeciitechoffer_en</i> , the specifications listed are the minimum requirements that must be provided by the tenderers. If any of the offered specifications does not meet the minimum technical requirements, the offer will be evaluated as technically non-compliant and the tenderer will be rejected.<br><br>Please also refer to Changes No.1 to the Tender Dossier for items 1.31.4 and 1.31.5.<br><br>Please note that the technical specification will be a part of the contract and it can not be changed as per the tenderers' requests before and during the implementation period except in obligatory cases. Moreover, there will not be any negotiation process during tender evaluation procedure. |
| <b>Q.18:</b>                              | Could you please clarify if machine align and bore alignment should be performed by laser alignment device? Do you request updated user certificate and calibration report of the device with final report?   |
| <b>A.18:</b>                              | Machine and bore alignment should be appropriate according to manufacturer (such as main engine, reduction gear, water jet etc.) requirements. Contractor may choose any proper alignment device. Additionally, the contractor is responsible for all alignment process. However; any certification or calibration report of the device will not be requested since there is no technical requirement regarding the issue.  |
| <b>Appendix B to Annex II + III</b>       |   |
| <b>Q.19:</b>                              | Appendix B to ANNEX II + III Supply of Coastal Patrol Boats Table / Page 1<br><br>Are we required to fill information only for the items already listed in the table? Or are we required to add rows for all the equipment and sub-systems? Origin column is unified for all the sub-items. Are we supposed to enter each items' origin separately?   |
| <b>A.19:</b>                              | Please note that the tenderers shall fill information only for the items already listed in the table (1, 1.15.2, 1.15.3, 1.15.4, 1.18.2, 1.18.4, 1.22.3, 1.22.7). No extra row is required to be added by the tenderers. Origin information is required to be filled in for the specified items per row in the related form or for the whole item if the origin is obtained as a whole item.  |
| <b>Annex V. Warranty Obligations Form</b> |   |
| <b>Q.20:</b>                              | Annex V. Warranty Obligations Form Article 6 / Page 2<br><br>The Contractor is required to provide Warranty Information Management System for the warranty period. What kind of software is required? Will the End-User and/or Contracting Authority also use this system? To follow up our warranty obligations we use IFS ERP based system, will it be acceptable by the End-User and/or Contracting Authority?   |
| <b>A.20:</b>                              | End-users will use the system. There is no technical requirement/restriction for Warranty Information Management System to be used. The contractor may choose any kinds of system provided that the warranty period is processed by the contractor in a duly and healthy way. All kinds of suitable softwares for warranty information management system would be acceptable.   |
| <b>Annex V. Warranty Obligations Form</b> |   |

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| <b>Q.21:</b>                                | Annex V. Warranty Obligations Form Article 6 / Page 2<br>The Contractor is obliged to make goods of defected items within 5 days to fix and 15 days to replace the item with the new one. 15 calendar days to replace defected items may not be applicable in general practice when the item is imported from other countries. Therefore, can we increase these time limits?   |
| <b>A.21:</b>                                | The requirement was revised. Please refer to the Changes No.1 to the Tender Dossier.   |
| <b>Q.22:</b>                                | Annex V. Warranty Obligations Form Article 7 / Page 3<br>“There shall be at least 3 year OEM’s (Original Equipment Manufacturer’s) commercial warranty.” However, free of charge OEM warranty is maximum 2 years period under normal circumstances. More than 2 years warranty period will have additional cost impact on the contract value.  |
| <b>A.22:</b>                                | The requirement was revised as OEM’s commercial warranty. Please refer to the Changes No.1 to the Tender Dossier.  |
| <b>Administrative Compliance Grid</b>       |  |
| <b>Q.23:</b>                                | Admin Compliance Grid Article 16 / Page 2<br>Shall we submit “Circular of signatures / power of attorney of the person(s) who is authorised to represent the entity” in Turkish ( <i>İmza Sirküleri, Vekaletname veya Yetki Belgesi</i> )? Or do we have to translate these documentation into English?  |
| <b>A.23:</b>                                | As per Article 11 of Instructions to Tenderers, the supporting documents shall be submitted together with the tender. As per Article 9.1 of the Instructions to Tenderers, if the supporting documents are not written in one of the official languages of the European Union, a translation into the language of the call for tender (which is English) must be attached together with the copy of the original document. |
| <b>D. Tender Form For A Supply Contract</b> |  |
| <b>Q.24:</b>                                | D. Tender Form For A Supply Contract Article 3 / Page 2 “Economic and Financial Capacity”<br>Even though the Past Year and Last Year columns are meaning same in the Financial Data Table shall we fill also the Past Year column?   |
| <b>A.24:</b>                                | Yes, all columns must be provided by the tenderers. As per the footnote (5) in Article 3 of the Tender Form, the data for the last year is the data for the last accounting year for which the entity’s accounts have been closed.<br><br>If the accounts of the past year belong to the last calendar year, then; the same figures can be used for both columns.  |
| <b>Q.25:</b>                                | D. Tender Form For A Supply Contract Article 3 / Page 2 “Economic and Financial Capacity”<br>Are required to provide our financial statements to support Financial Data Table? If yes, can we submit our statement ( <i>Kurumlar Vergisi Beyannamesi</i> ) which is arranged in accordance with the outstanding legislation VUK ( <i>Vergi Usul Kanunu</i> )?  |
| <b>A.25:</b>                                | List of the documents to be provided together within tender are listed in the Article 11 of the Instructions to Tenderers document. In any case, the contractor is required to fill in the data in line  |

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|              | with the information stated in the official documents. No documentary evidence is required at this stage.   |
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| <b>Q.26:</b> | D. Tender Form For A Supply Contract Article 7.8 / Page 6 “Tenderer’s Declaration”<br>Can we delete all grey coloured part since we are not a member of consortium?   |
| <b>A.26:</b> | The tenderers are allowed to delete the irrelevant parts as applicable. Square brackets [ ] and parts shaded in grey indicate options to choose: they should be included when applicable, but should only be modified in exceptional cases, dictated by the requirements of a specific call for tenders. All other parts of these standard instructions must be left unchanged. Please also note that in case any subcontractor and/or capacity provider are included, they must fill in the relevant parts in the documents and they must also fill in and sign the form even if they are not a consortium member. |
|              | <b>Declaration on honour on exclusion criteria and selection criteria</b>   |
| <b>Q.27:</b> | Declaration on Honour Section VII Selection Criteria<br>Shall we insert “D. Tender Form For A Supply Contract, section 3 Economic and Financial Capacity” i.e. for economic and financial criteria? Likewise shall we refer the other parts of “Tender Form For A Supply Contract”?   |
| <b>A.27:</b> | Please refer to relevant article (Article 18.1, 18.2 and 18.3) of the Additional information about the contract notice into the gray fields in section VII - Selection Criteria in Declaration on honour on exclusion criteria and selection criteria. Moreover, there is no any other field to be referred to any part of the Tender Form throughout the document.   |