



**ADMINISTRATIVE SPECIFICATIONS FOR ATTACHE
CREDIT TYPE REPAIRS & OVERHAULS OF
TURKISH COAST GUARD COMMAND**

1. GENERAL :

This Administrative Specification applies to procurement of the repair & overhaul services which are urgent and must be procured internationally by Turkish Coast Guard Command (TCGC) via foreign Attaché & Liaison Offices abroad (please find the point of contacts of the Attaché & Liaison Offices in article 15).

2. DEFINITIONS :

- 2.1.** Administration : Turkish Coast Guard Command / ANKARA / TURKEY (TCGC).
- 2.2.** Bidder : The manufacturer, supplier or service provider submitting proposals for the repair service.
- 2.3.** Contractor : The company awarded to do the repair /overhaul.
- 2.4.** Item : The material(s) to be repaired /overhauled.

3. REPAIR & OVERHAUL METHOD ATTACHÉ CREDIT :

- 3.1.** This method is mainly used for the repair of the ITEMS that need to be sent abroad urgently for repair. Therefore, repair turnaround time is one of the major evaluation criteria.
- 3.2.** The BIDDERS are expected to be in full compliance with this Administrative Specifications to avoid any delays arising from unnecessary correspondences or not being evaluated.
- 3.3.** The CONTRACTOR should not share any information or document about the repair ITEM with irrelevant third parties.

4. PREPARATION AND SUBMITTAL OF PROPOSALS :

- 4.1.** Initial Proposals should be prepared according to the Trouble Shooting Performance Sheets provided by the ADMINISTRATION and shall be forwarded or delivered by the BIDDER or its representatives to TCGC's Attaché & Liaison Offices in 10 (ten) days. The Initial Proposals should include;
 - 4.1.1.** Expected FOB/FCA/CIF (Incoterms 2000) repair price.
 - 4.1.2.** Expected repair turnaround time.
 - 4.1.3.** Test&evaluation fee.
 - 4.1.4.** The price of a new item.
 - 4.1.5.** Repair address for the ITEM to be shipped.
 - 4.1.6.** Warranty terms.
- 4.2.** The CONTRACTOR company will be determined based on the initial proposals. After receiving the ITEM for test&evaluation, the CONTRACTOR shall prepare a Final Proposal for repair and forward it to the TCGC's Attaché & Liaison Offices as soon as possible. The ADMINISTRATION will have the right to continue with repair or request return of the ITEM in "as is" condition after the evaluation of the final proposal. If the ADMINISTRATION decides not to have the ITEM repaired, then the test&evaluation expenses will be paid to the CONTRACTOR.
- 4.3.** In the proposals, the conditions that are not accepted or needs to be revised by the CONTRACTOR will be indicated across the relevant article of this Administrative Specifications. Otherwise, the CONTRACTOR shall be considered as "it has read, acknowledged and accepted all the conditions in this Administrative Specification". The ADMINISTRATION will have the right to accept or reject these proposals.
- 4.4.** Final Proposals shall comprise the following information;
 - 4.4.1.** ADMINISTRATION's repair file number,
 - 4.4.2.** Serial number of the ITEM,
 - 4.4.3.** Part number,
 - 4.4.4.** Proposal validity period,
 - 4.4.5.** Repair turnaround time,
 - 4.4.6.** FOB/FCA/CIF (Incoterms 2000) repair price,
 - 4.4.7.** Teardown/Test / Evaluation Charges
 - 4.4.8.** Warranty terms,
 - 4.4.9.** Price of a new item,

5. EVALUATION OF PROPOSALS :

- 5.1.** Repair turnaround time, test & evaluation price, repair price and warranty period are the important criteria for the evaluation of the proposals.
- 5.2.** CONTRACTOR shall be notified of the result of the final evaluation via TCGC's Attaché & Liaison Offices.

6. PROPRIETARY RIGHTS :

Proprietary rights of the ITEM belong to the ADMINISTRATION throughout the entire repair process.

7. LIABILITY :

- 7.1. Liability of the ITEM belongs to the CONTRACTOR from receipt of the ITEM until it is turned over to the ADMINISTRATION under FOB/FCA/CIF terms (INCOTERMS 2000).
- 7.2. The CONTRACTOR shall take every precaution in order to prevent the ITEM being stolen, damaged or impaired and be responsible for any kind of damages to the third parties when it is under its liability. Otherwise, the CONTRACTOR shall cover the entire burden to the ADMINISTRATION or to the third parties.

8. WARRANTY :

- 8.1. CONTRACTOR shall guarantee the repaired ITEM against any malfunction or deficiency in regards to the repair process for 1 month, 3 months, 6 months and preferably 12 months after final inspection and acceptance in TURKEY.
- 8.2. If the ITEM is required to be repaired by the CONTRACTOR under warranty, the initial warranty period shall be extended as much as the repair timeframe between the date of ADMINISTRATION's written application to the CONTRACTOR regarding the warranty repair and the date of the acceptance in TURKEY.

9. PACKING AND SHIPMENT :

- 9.1. The CONTRACTOR shall pack the repaired ITEM in accordance with the international sea / air export packing standards by taking into consideration special features to prevent any loss or damage.
- 9.2. The following information shall be marked legibly on at least two sides of the boxes before shipment.
 - 9.2.1. The ADMINISTRATION's repair file number / repair contract number (if any).
 - 9.2.2. Name and the address of the CONTRACTOR.
 - 9.2.3. Net and gross weight of the box.
 - 9.2.4. Box number that indicates the box order number and total number of boxes (for example 3/5 indicates that particular box is the 3rd box of total 5 boxes.)
 - 9.2.5. The phrase "ASKERİ MALZEME (MILITARY EQUIPMENT)".
 - 9.2.6. Consignee address. (See article 9.3.1.9).
 - 9.2.7. Packing List.
 - 9.2.8. Proforma invoice
- 9.3. Transportation shall be carried out by the ADMINISTRATION's contracting airline or maritime shipping company.
 - 9.3.1. If transportation is carried out by airplanes;
 - 9.3.1.1. Transportation from the FOB / FCA delivery port shall be carried out by airplanes of Turkish Airlines Inc. (THY A.O.)
 - 9.3.1.2. For shipping and handling transactions in the FOB / FCA airport, Turkish Airlines and its authorized agencies or the handling companies with which the Turkish Airlines has a contract shall be used.
 - 9.3.1.3. The signature and approval stamp of THY A.O. shall be seen on the airway bill (AWB).
 - 9.3.1.4. The annotation with the wording "NAVLUN UCRETI TURKIYE'DE TURK PARAS OLARAK ODENECEKTIR (FREIGHTAGE SHALL BE PAID IN TURKISH CURRENCY IN TURKEY)" shall be written on AWB.
 - 9.3.1.5. Transportation fees shall be paid only against the original transportation invoice prepared by THY A.O. and stating that the deliveries are for "SAHİL GÜVENLİK KOMUTANLIĞI (COAST GUARD COMMAND)".
 - 9.3.1.6. On Air Way Bills, "SG İKMAL MERKEZİ KOMUTANLIĞI BÜYÜKDERE/İSTANBUL TURKEY" shall be indicated as the consignee.
 - 9.3.1.7. In case THY A.O. airplanes are not available at the FOB / FCA airport or do not accept the cargo at the date of shipment, the CONTRACTOR shall notify the ADMINISTRATION of the situation by submitting a formal document provided by the local office of THY A.O. (or its agencies) or the airport, and the CONTRACTOR shall act according to the ADMINISTRATION's instructions.
 - 9.3.1.8. Delivery port (for air shipment) shall be any airport at which THY A.O. have flights. (www.thy.com.tr). ATATURK AIRPORT YESILKOY / ISTANBUL is the destination airport in TURKEY.

- 9.3.1.9.** Delivery address in TURKEY is "SG İKMAL MERKEZİ KOMUTANLIĞI BÜYÜKDERE / İSTANBUL / TURKEY"
- 9.3.2.** If transportation is carried out by sea vessels;
- 9.3.2.1.** An annotation with the wording "NAVLUN UCRETİ TURKIYE'DE TÜRK PARASI OLARAK ODENECEKTİR (FREIGHTAGE SHALL BE PAID IN TURKISH CURRENCY IN TURKEY)" shall be written on Bill of Lading (B/L).
- 9.3.2.2.** Transportation fees shall only be paid against the original shipping invoice prepared by ADMINISTRATION's contracting maritime shipping company and stating that the deliveries are for "SAHİL GÜVENLİK KOMUTANLIĞI".
- 9.3.2.3.** Unless otherwise stated by the ADMINISTRATION, on Bill of Ladings (B/Ls), "SG İKMAL MERKEZİ KOMUTANLIĞI BUYUKDERE / ISTANBUL / TURKEY" shall be indicated as the consignee.
- 9.3.2.4.** Arrival seaport in TURKEY is HAYDARPAŞA SEA PORT / ISTANBUL / TURKEY.
- 9.4.** If the ITEM contains hazardous material, the CONTRACTOR shall use proper packaging methods and markings required by IATA/IMO regulations. The original "Shipper's Declaration of Dangerous Goods" forms shall be prepared and attached outside of the box securely.
- 9.5.** The CONTRACTOR shall submit the following documents to the ADMINISTRATION and TCGC's Attaché & Liaison Offices immediately after the shipment of the ITEM.
- 9.5.1.** Invoice (1 original and 3 copies) (each page must be signed by the authorized personnel of the CONTRACTOR).
- 9.5.2.** Bill of Lading or Air Waybill (1 original and 1 copy) with "onboard" inscription.
- 9.5.3.** Packing List (1 original and 1 copy).
- 9.6.** The CONTRACTOR shall fax the AWB or the B/L to +90 312 417 0554 and +90 212 242 9078 immediately after obtaining them.
- 9.7.** For the USA dispatchs, Turkish Air Force Carriers is to be used.
- 9.8.** If needed international carriers such as UPS,FEDEX,DHL is allowed.

10. INSPECTION AND FINAL ACCEPTANCE :

- 10.1.** After clearing the ITEM from customs in TURKEY, an inspection committee assigned by the ADMINISTRATION shall perform inspection of the ITEM as soon as possible at a location, which the ADMINISTRATION designates and notify the result of the inspection to the CONTRACTOR.
- 10.2.** The results of the inspection by the ADMINISTRATION are decisive for both parties.
- 10.3.** If the final inspection of the repaired ITEM reveals that it is "defective" and / or "fallacious", the ITEM shall be returned to the CONTRACTOR's address as "collect" shipment. In this case, all expenses (including packing, shipment, insurance) arising from shipment in both ways shall be borne by the CONTRACTOR and also the CONTRACTOR shall have the liability of the repairable ITEM throughout this process.

11. PAYMENT :

TCGC's Attaché & Liaison Offices shall make the payments directly to the CONTRACTOR's account, all transfer expenses being borne by the CONTRACTOR, as soon as possible (on average; within 30 days) after the documents stated in article 9.5. reached the ADMINISTRATION. However; the payment shall be made only after the ITEM passes the inspections in TURKEY and it is accepted as operational.

12. EXCEEDING OF REPAIR PERIOD :

In case of a delay in the repair process for any reason, the CONTRACTOR shall notify the ADMINISTRATION in written, prior to the mutually agreed repair period is over. In this case; the ADMINISTRATION has the right for continuing the repair process or not.

13. FORCE MAJEURE :

- 13.1.** The parties shall not be at fault because of any failure to perform the terms of their Administrative Specifications due to the events of force majeure. The CONTRACTOR shall submit a formal document to the ADMINISTRATION obtained from the local authorities in the CONTRACTOR's country (Chamber of Commerce, Municipality, etc.) and approved by a local notary public, within 30 days from emerging of such force majeure event and declare the delay in the repair process.
- 13.2.** The ADMINISTRATION or the CONTRACTOR shall not request a price adjustment or additional rights or benefits due to such force majeure conditions.
- 13.3.** Force Majeure Conditions: The below mentioned force majeure conditions which may compel the

CONTRACTOR to fail to fulfill its obligations partly or fully, will be taken into consideration:

13.3.1. Events at factories and areas where the repair occurs, which will adversely affect commitment such as strike, lock-out, civil commotion and average in transportation.

13.3.2. Extraordinary natural events, earthquake, fire, flood, land, epidemic or famine and resulting limitation of the entry to and exit from such places, restriction of labor and ITEM transport.

13.3.3. War, blockade or mobilization for war.

13.3.4. The CONTRACTOR's or the ADMINISTRATION's official authorities' acts or decisions which prevent the parties from fulfilling their obligations. If the ITEM is subject to an export license, not being able to obtain an Export License or cancellation of Export License.

13.3.5. Being impossible to repair due to the cancellation of production of the item.

13.4. The ADMINISTRATION reserves its right to cancel the repair order due to the force majeure conditions.

13.5. Other than the force majeure conditions, if the CONTRACTOR does not fulfill its obligations, the ADMINISTRATION may forbid the CONTRACTOR for a certain amount of time from bidding on any Turkish Government's tenders.

14. TAXES, DUTIES, LEVIES AND EXPENSES :

14.1. All taxes, duties, levies and other expenses related with the repairable ITEM shall be borne by the ADMINISTRATION.

14.2. All expenses related with the in-site inspection and/or tests of the ITEM (if required) shall be borne by the CONTRACTOR except for travel, per-diem and lodging expenses of the ADMINISTRATION's staff.

15. TCGC'S ATTACHÉ & LIAISON OFFICES :

KOBLENZ – GERMANY :

LCDR. KADİR DEMİR
TURKISCHE VERBINDUNGS STELLE
BEIM BWB POSTFACH
7360 D-56057 KOBLENZ / DEUTSCHLAND
TEL : +49.261.400 1383
FAX : +49.261.988.5820 / 21

WASHINGTON - U.S.A. :

CDR. CEM GÜLHAN & LT. ATILLA BOZKURT
TURKISH EMBASSY OFFICE OF THE DEFENSE ATTACHÉ
NAVAL PROCUREMENT OFFICE
2202 MASSACHUSETTS AVE. N.W.
WASHINGTON D.C. 20008 USA
TEL : +1.202.939 1865 OR 1870
FAX : +1.202.387 7249

16. This Administrative Specification consists of 16 articles.

O N A Y

02 / Mart / 2011

(İMZALI)
İhsan ÖZDEMİR
Dz.Kur.Kd.Alb.
Kurmaya Başkanı Vek.