

Dear Potential Bidders,

Your feedback and suggestions to our administration indicate that there is significant interest in our all tenders.

All your views and suggestions have been carefully examined, and our evaluations are presented in the annexes. As the administration, it has been decided to make changes to certain clauses in order to enhance the predictability of the contract terms.

Please carefully review all the answers to the questions as well as the published amendments.

ATTENTION

THE BLACK-COLORED QUESTIONS INDICATE QUESTIONS ASKED BY BIDDERS OF HELICOPTER RENTAL SERVICE PROCUREMENT WITHIN THE SCOPE OF FIGHTING FOREST FIRES TENDER ANNOUNCEMENT-1

THE BLUE-COLORED QUESTIONS INDICATE QUESTIONS ASKED BY BIDDERS OF HELICOPTER RENTAL SERVICE PROCUREMENT WITHIN THE SCOPE OF FIGHTING FOREST FIRES TENDER ANNOUNCEMENT-2

THE GREEN-COLORED QUESTIONS INDICATE QUESTIONS ASKED BY BIDDERS OF HELICOPTER RENTAL SERVICE PROCUREMENT WITHIN THE SCOPE OF FIGHTING FOREST FIRES TENDER ANNOUNCEMENT

ALL ANSWERS ARE COLORED RED.

AMENDMENT V1: AMENDMENT PUBLISHED ON NOVEMBER 28, 2024.

AMENDMENT V2: AMENDMENT PUBLISHED ON DECEMBER 6, 2024.

GENERAL QUESTIONS AND ANSWERS

1. QUESTION

The bid requires to provide only the AOC with the aircraft included into it. Please, confirm that we are not required to provide aircraft certificates with the bid? Is there a minimum required list of documents? Since the aircraft will undergo pre-work inspections, please, confirm that the notarized or apostilled copies of aircraft documents will not be necessary to be provided with bid. Simple copies will be necessary.

1. ANSWER

We confirm that during the bid phase, The bidders shall provide valid AOC document (including offered aircrafts models (types), approvals and tail numbers). Documents related to the aircraft other than AOC (like maintenance, airworthiness etc), is not mandatory in the bidding phase.

2. QUESTION

Please confirm that the contract will be signed in a bilingual version – English and Turkish- two columns on page.

2. ANSWER

We confirm that the contract will be prepared in two languages, English and Turkish, in two columns on the page.

3. QUESTION

Please confirm that after the bid is submitted and after contract is signed, the aircraft replacement with a similar aircraft be allowed, through a mutually approved and signed amendment to the Contract

3. ANSWER

The contractor has right to replace any aircrafts in the contract with the equivalent one in his/her AOC through mutually approved.

4. QUESTION

In accordance with standard corporate practices we would like to ask you to provide a set of documents to complete the standard KYC procedure (charter, appointment decisions etc.).

4. ANSWER

We couldn't understand the question.

5. QUESTION

With regard to the contractor's personnel accommodation. Please find attached the minimum standards applied in our company. Please confirm that these standards will be added to the contract to avoid disputes and mitigate aviation safety risks related to poor pre-flight rest of the crew.

5. ANSWER

As described in the tender document, accommodation facilities will be minimum standards of 4-starred hotels. If there is no 4 starred hotel in the vicinity, it will be highest starred in the area. In our country 4 starred hotel standards are quite satisfying.

6. QUESTION

"Payment of VAT" Will 20% VAT be paid on the contract price?

6. ANSWER

VAT %20 will be paid by Administrator.

7. QUESTION

Requests for regarding the inclusion of the Mi-26 fire-fighting helicopter in tenders for the Heavy category by potential interested parties.

7. ANSWER

In our planning for the Heavy category, it has been foreseen, based on our experiences from previous years, that the Chinook helicopter should be used as a priority. However, if the expectations cannot be met due to the number of helicopters offered and/or the bid amount proposed as a result of the tender, the leasing of the Mi-26 fire-fighting helicopter will be re-evaluated by our Administration as well.

8. QUESTION

How will the tender be monitored online?

8. ANSWER

A link and password for online tracking will be provided to the bidders who have submitted their payment receipts to the Administration.

DRAFT CONTRACT

1. QUESTION

Article 8.1. “All expenses listed below concerning the performance of the commitment (including any increases due to additional work) will be covered by the Contractor:”

- **What kind of tasks are referred to under the term "additional works" in the text?**
- **It would be appropriate to standardize this unfair situation in both tender conditions.**

1. ANSWER

It refers to Article 27. (Additional Works Within The Scope Of The Contract, Work Decrease).

We have introduced a mutual agreement condition for Article 27. So additional works will be agreed by mutually.

The three tender documents have been created independently and according to their own conditions. It is not correct to compare them with each other. While there are common provisions, there are also different conditions present.

2. QUESTION

Article 8.1. b) “Expenses related to aircraft preparation and mission equipment (marking, bucket, flight tracking, camera, telemetry etc.)”

Except for the "expenses covered by the Administration" in Article 9, who will bear all the responsibilities and costs arising during the period from the approval of the mission acceptance for the aircraft until the time the aircraft departs from its departure point to return to its country at the end of the mission?

2. ANSWER

All responsibilities and costs mentioned in the Article 8 will be provided by the Contractor.

This clause is quite clear.

3. QUESTION

Article 8.1. “All expenses listed below concerning the performance of the commitment (including any increases due to additional work) will be covered by the Contractor:
e) Airframe, crew and passenger insurance costs,”

Article 9.1.b) states that the “Third person liability insurance costs” will be covered by the Administration. We suggest to include passenger insurance costs to Article 9.1.b) and remove this requirement from Article 8.1.e). In the current situation Russian insurance companies would have no opportunity for payment of insurance compensations in foreign countries if the need arises. The contract does not specify the required liability insurance limits. Please add this information. Considering the above changes, it is necessary to add the following condition to the contract: “The Client undertakes to defend the Contractor against any claims by passengers and third parties at its own expense and by its own powers”

3. ANSWER

This clause is quite clear. No changes will be made.

4. QUESTION

Article 8.1. i) “Expenses arising from the overnight accommodation and food of the crew”

It would be appropriate to standardize this unfair situation in both tender conditions.

4. ANSWER

The three tender documents have been created independently and according to their own conditions. It is not correct to compare them with each other. While there are common provisions, there are also different conditions present.

5. QUESTION

Article 8.1. 1) *“All kinds of taxes, duties, charges, etc. expenses that may arise in relation to domestic activities in accordance with Turkish tax legislation,”*

The changes made to the Value Added Tax (VAT) General Application Communiqué published in the Official Gazette on 31.10.2024 (issue 32708) stipulate that aircraft and helicopters used for firefighting purposes are not exempt. This amendment, which came into effect on 01.11.2024, imposes a 20% VAT and additional customs duties on aircraft entering the country for firefighting purposes. Furthermore, a guarantee equal to these amounts must be provided to the Customs Directorates. Given the high value of the aircraft for firefighting, the required guarantee letter amounts will also be substantial, which makes it difficult to obtain such guarantees. Therefore, it is crucial to initiate the process to exclude firefighting aircraft and helicopters from this communiqué. In addition to the temporary guarantee or final guarantee required for participation in the tender, the VAT and customs tax guarantees to be provided to the Customs Directorates based on the value of the helicopters and aircraft will impose significant financial burdens. This situation will almost make it impossible to obtain the required guarantee letters. As in previous years, it is essential that the exemption be granted to contractors to ensure this exception is in place.

5. ANSWER

For his issue we are in contact with related agencies. Situaition is clear as you mentioned. But our request from other governmental agencies is not clarified yet.

6. QUESTION

ARTICLE 9- “EXPENSES TO BE COVERED BY THE ADMINISTRATION”

Please, add wording specifying the order and timeline for reimbursement of the expenses under this Article to the Contractor.

6. ANSWER

All matters specified in Article 9 will be established and provided by the Administration, and the expenses will also be covered by the Administration.

7. QUESTION

Article 9.1. c) *“Expenses required for the obligatory employment of Turkish Pilots in the mission team,”*
Who will be responsible for the accommodation, meals and transfer of the Turkish Pilot?

7. ANSWER

Administration is responsible for the accommodation, meals and transfer of the Turkish Pilot as in included in Article 9.

8. QUESTION

Article 10.1. *“The tender document is an annex and an integral part of this contract and binds the Administration and the Contractor. However, the provisions in the tender documents shall prevail in case of any conflict or difference between the contract provisions and the documents constituting the tender documents.”*

Please indicate that the contract terms shall prevail, since it does not seem possible to change the tender documentation if necessary.

8. ANSWER

In case of any changes in the published tender documents and their annexes, changes can only be done by amendments as in published 28.11.2024 in OGM website.

On the other site this clause mainly describes that discrepancies in the tender or contract documents during the tender or contract period. if any conflicts occurs in any term tender documents will be taken as the basis.

9. QUESTION

Article 13.1.1. *“The Contractor has granted a performance bond of (in figures and words) concerning this work”.*

Please specify the following parameters to be included in the performance bond: issue date; beneficiary, guarantor; main liability covered by the performance bond; amount payable under the performance bond or specify the procedure for determining the limit amount payable upon occurrence of a certain event described in Article 13.2.1.; circumstances in which the performance bond amount should be paid, as well as documents to be attached to the request for payment thereof.

9. ANSWER

This clause is quite clear. These requirements are standart parameters. You can take detail information and support from financial experts.

10. QUESTION

Article 13.1.2. *“The period of the performance bond is until .././.... If it is understood that the final acceptance will be delayed due to the situations specified in the law or the contract or due to penal work, the term of the guarantee letter is extended to cover the delay in the work.”*

Please clarify the meaning of “penal work”? Please, specify the validity period of the performance bond, taking into consideration the events provided for in the contract

10. ANSWER

“or due to penal work” phrase is removed and amendment is published as Article 13.1.2. *“The period of the performance bond is until .././.... If it is understood that the final acceptance will be delayed due to the situations specified in the law or the contract, the term of the guarantee letter is extended to cover the delay in the work.”*

Please check the attached amendment v.1

The Validity period clause is quite clear. These requirements are standart parameters. You can take detail information and support from financial experts.

11. QUESTION

Article 13.2.1. *“In case of an increase in work, an additional performance bond will be collected on the values accepted as collateral at the rate of 6 % of this increase amount. The additional performance bond can also be covered by making deductions from the progress payments.”*

How will the increase of work be agreed with the Contractor? Will the Contractor have the right to refuse from the increase in the work?

11. ANSWER

It refers to Article 27. (Additonal Works Within The Scope Of The Contract, Work Decrease). We have introduced a mutual agreement condition for Article 27. So additional works will be agreed by mutually.

12. QUESTION

Article 13.4.1. *“After identifying that the commitment has been fulfilled in accordance with the Contract provisions and tender documents and that the Contractor does not owe any debt to the Administration due to this work the no debt letter received from the Social Security Institution will be submitted to the Administration, the performance bond and all additional performance bonds, if any, will be returned to the Contractor”*

Who will be responsible for the receipt of the no debt letter from the Social Security Institution?

12. ANSWER

It is the Contractor’s responsibility.

13. QUESTION

Article 13.4.3. *“In cases where there is no need for offsetting according to the above provisions; performance bonds failed to be returned due to non-request despite written warning from the Administration within two years from the approval of the final account and acceptance report shall become invalid and it is returned to the issuing bank. Guarantees other than letters of guarantee are entered as receipt to the Treasury at the end of the period.”*

Please clarify the phrase ‘Guarantees other than letters of guarantee are entered as receipt to the Treasury at the end of the period’?

13. ANSWER

This clause is written to explain situations where the guarantee is not requested by the Contractor in an extraordinary manner after the completion of the contract and/or is forgotten. In normal circumstances, such an issue is not expected to arise.

If the guarantees deposited in cash into the Administration’s account are not requested or forgotten by the Contractor at the end of the contract, they are recorded as income in the State Budget.

14. QUESTION

ARTICLE 14- “PAYMENT PLACE AND CONDITIONS”

- Please include the procedure for issuing the document confirming the provision of services, including the preparation and signature of the document by the parties and certain timeframes.
- We suggest including Article 7.3. with the following requirement: “All bank charges and commissions with regard to this contract shall be paid by the party making the payment transfer

14. ANSWER

- **In Türkiye, the procedures for making progress payments in contracts are detailed in the “Hizmet İşleri Genel Şartnamesi (General Terms and Conditions of Service Works Regulation (Section 7))”. This regulation primarily serves as a guide for the Administration personnel responsible for making payments on behalf of the Administration, while general matters related to Contractors are already specified within the contract itself. However, Bidders who wish to gain more detailed information can easily obtain and thoroughly review the relevant regulation online through support of their financial experts.**
- **For the second question, The administration is only responsible for transferring of the progress payment to the bank account reported by the Contractor.**

15. QUESTION

Article 14.1. *“Upon examination by our administration and its favorable opinion on the determination of the amount to be paid with the total price calculated by multiplying the total service days calculated for each helicopter for each calendar month by the fixed payment unit price after the performance of the service is documented in accordance with the specifications following the start of service of the aircraft separately for each part that forms the basis of the contract, and the total price found by multiplying the total number of hours actually flown by the flight hour unit price related to the service subject to tender will be paid by the General Directorate of Forestry Strategy Development Department Accounting Final Account and Reporting Branch Directorate and within the framework of the plan and conditions stipulated below, without prejudice to the provisions of the General Specifications concerning faulty, defective and incomplete works.”*

We ask to lay out clear and particular conditions of the «examination by our administration” and its “favorable opinion”.

15. ANSWER

Payment will be made after our Administration checks whether the data in the payment documents are appropriate.

Examination refers to checking of payment documents in means of compliance with according to the terms and conditions of the contract. So this is only a paper work.

Favorable opinion means administration approval after document examination and review.

16. QUESTION

Article 14.1.1. *“It will be paid in accordance with the procedures and principles set forth for contracts in the Seventh Section of the General Terms and Conditions titled “Progress Payments and Payment”.”*

What General Terms and Conditions does this Article refer to?

16. ANSWER

In Türkiye, the procedures for making progress payments in contracts are detailed in the “Hizmet İşleri Genel Şartnamesi (General Terms and Conditions of Service Works Regulation (Section 7))”. This regulation primarily serves as a guide for the Administration personnel responsible for making payments on behalf of the Administration, while general matters related to Contractors are already specified within the contract itself. However, Bidders who wish to gain more detailed information can easily obtain and thoroughly review the relevant regulation online through support of their financial experts.

17. QUESTION

Article 14.1.2. *“The progress payment report is accrued and paid within 20 days, starting from the date it is concluded by the contractor or his representative.”*

Please, clarify in this paragraph if we understand correctly that period for which a Progress payment is made is one month? The responsibility of the Administration in case payments are not received by the Contractor in due time is not specified.

17. ANSWER

Progress payments are the responsibility of the administration and is under STATE GUARANTEE, and all necessary measures will be taken to prevent any delays.

Progress payments will be made at the end of each calendar month, and payments will be made by the Administration within 20 days after the Contractor submits an invoice for the progress payment amount.

18. QUESTION

Article 14.1.3. *“Progress payments under this contract will be made to the contractor's account in US Dollars, and the Central Bank of the Republic of Turkey's foreign exchange sales rate on the date of the transaction will be used for the invoices and accounting transactions to be issued based on progress payments.”*

Please, clarify how is the Central Bank of the Republic of Turkey's foreign exchange sales rate relevant, if the USD is the only currency in the Contract?

18. ANSWER

This article will be used by the Administration in accounting transactions. It has no relation with the bidder. Especially non-Turkish citizen Bidders can disregard this issue.

19. QUESTION

Article 14.2. *“The contractor is not allowed to transfer or assign the rights and receivables related to the work to others without Administration’s written permission. Deeds of assignments must be prepared by a notary public and must meet the terms and conditions required by the Administration”*

We ask you to allow transfer or assignation of rights by the Contractor without the need of any written permission of the Administration as it is a standard and widely accepted business practice.

Suggested wording of Para 14.2: *“The contractor is allowed to transfer or assign the rights and receivables related to the work to others provided that a relevant notice is provided to the Administration. Deeds of assignments must be prepared by a notary public.”*

We ask you to allow transfer of assignment of receivables to a partner of the Business Partnership without the written permission of the Administration.

19. ANSWER

This article defines the transfer of liabilities and receivables to a party outside the partnership rather than regulating the relationships among the partners. No changes will be made.

20. QUESTION

Article 14.3. *“In relation to the Contractor's failure to fulfill any of its obligations under the Contract and/or its breach of any provision of the Contract; if the Contractor fails to fulfill the obligation and/or fails to remedy the violation within the period that the Administration will notify the Contractor in writing to correct this situation, the Administration, it has the right to withhold payments to the Contractor for as long as the violation continues. In the event that the Administration suspends payments to the Contractor within the scope of this article, neither no escalation will be applied to the relevant payments to the Contractor nor no interest will be paid for the period during which this payment is suspended.”*

Please, add references to particular paragraphs in the Contract describing the deficiencies. Please indicate the period within which the Contractor shall need to correct the situation. Please indicate the right of the Contractor to dispute the penalties within minimum 10 days from the day the Administration informs the Contractor on the penalty.

20. ANSWER

Article 14.3 and all its sub-articles regulate the payments that the contractor will make to the Administration (in cases where it occurs in unusually or extraordinary), rather than the payments that the Administration will make to the contractor. The occurrence of such situations is not ordinary; it arises in extraordinary circumstances, such as when the Administration makes excessive payments, when penalty amounts mentioned in Article 17.2.4 exceed the payment amounts, and similar unusual conditions.

So No changes will be made.

21. QUESTION

Article 14.4.2. *“If there is a payment to be made to the Contractor within the specified period, the amount in question will first be deducted from the payment to the Contractor and in this case the notice shall apply in respect of any outstanding amount due.”* **Articles 14.4.2 and 14.4.3 violate the foreign currency regulations existing in the Russian Federation. Such deductions from payments can be made only if parties sign an offset agreement or issue a credit note. The procedure of signing an offset agreement and issue of a credit note shall be described in the Contract. Therefore please amend Article 14.4.2 as follows:***“In case the Contractor fails to make the payments to the Administration within the period specified in sub-article 14.4.1., the parties shall sign an Offset Agreement or issue a Credit Note to reduce the amount payable by the Administration to the Contractor under the exact document from which the deduction will be made.”*

21. ANSWER

Article 14.4 and all its sub-articles regulate the payments that the contractor will make to the Administration (in cases where it occurs in unusually), rather than the payments that the Administration will make to the contractor. The occurrence of such situations is not ordinary; it arises in extraordinary circumstances, such as when the Administration makes excessive payments, when penalty amounts mentioned in Article 17.2.4 exceed the payment amounts, and similar unusual conditions.

So No changes will be made.

22. QUESTION

Article 14.4.3. *“In case the Contractor fails to make the payment in question in accordance with sub-clause 14.4.1, the amount or the balance specified in the payment notice, may be offset by the Administration, together with the interests calculated within the scope of this article, from the first payment and/or subsequent payments to the Contractor after the 30th (thirtieth) day following the payment notification.”*

With reference to the above change to 14.4.2, please delete this sub-article.

22. ANSWER

Article 14.4 and all its sub-articles regulate the payments that the contractor will make to the Administration (in cases where it occurs in unusually), rather than the payments that the Administration will make to the contractor. The occurrence of such situations is not ordinary; it arises in extraordinary circumstances, such as when the Administration makes excessive payments, when penalty amounts mentioned in Article 17.2.4 exceed the payment amounts, and similar unusual conditions.

So No changes will be made.

23. QUESTION

Article 14.4.4. *“In case the Contractor fails to make payment in accordance with sub-article 14.4.1 and/or the offset transaction fails to be made in accordance with 14.4.3 and/or the Administration has a balance, the said amount will be collected from the guarantees by the Administration together with the interests calculated within the scope of this article.”*

We suggest deleting the phrase “together with the interests calculated within the scope of this article” and amend this sub-article as follows:

“14.4.4. In case the Contractor fails to make payment in accordance with sub-article 14.4.1 and/or the offset transaction fails to be made in accordance with 14.4.2 and/or the Administration has a balance, the said amount will be collected from the guarantees by the Administration”

23. ANSWER

Article 14.4 and all its sub-articles regulate the payments that the contractor will make to the Administration (in cases where it occurs in unusually), rather than the payments that the Administration will make to the contractor. The occurrence of such situations is not ordinary; it arises in extraordinary circumstances, such as when the Administration makes excessive payments, when penalty amounts mentioned in Article 17.2.4 exceed the payment amounts, and similar unusual conditions.

So No changes will be made.

24. QUESTION

Article 14.4.5. *“If the Contractor delays the payments within the scope of this article, as of the notification date, for the amount of the delayed payment in US Dollars, a daily delay interest will be charged based on the daily interest rate calculated based on the maximum interest rate notified annually by public banks to be applied to US Dollar deposit accounts with terms of up to 1 (one) year.”*

The draft contract specifies that should the Contractor delay payment a daily delay interest will be charged based on the daily interest rate, we suggest including a mirror clause for situations when the payments are not received by the Contractor on time. Please, clarify what are the payments that the Contractor may need to pay to the Administration under this Contract? Please add that the Central Bank of the Republic of Türkiye is meant here.

Also we ask to include mirror conditions for the payments addressed to Contractor including the following:

“If the Administration delays the payments within the scope of this article, as of the notification date, for the amount of the delayed payment in US Dollars, a daily delay interest will be charged based on the daily interest rate calculated based on the maximum interest rate notified annually by public banks to be applied to US Dollar deposit accounts with terms of up to 1 (one) year. Should the Aircraft be unable to perform flights not through the fault of the Contractor, but due to action or inaction by the Administration the payment for fixed units (days) of such non-performance of flights shall be paid in full. Should the Aircraft be in any way damaged and requiring repairs\restoration due to action or inaction of the Administration the Contractor shall have the right to receive full reimbursement for its Losses from the Administration and ground the helicopter in question while still receiving fixed payment. Should the delay in payments from Administration amount to more than 15 days the Contractor shall have the right to inform the Administration by email and stop the flights until the payments are received. This shall not mean that any penalties or non-payment for fixed units (days) shall be applicable.”

24. ANSWER

Article 14.4 and all its sub-articles regulate the payments that the contractor will make to the Administration (in cases where it occurs in unusually), rather than the payments that the Administration will make to the contractor. The occurrence of such situations is not ordinary; it arises in extraordinary circumstances, such as when the Administration makes excessive payments, when penalty amounts mentioned in Article 17.2.4 exceed the payment amounts, and similar unusual conditions.

Furthermore;

Progress payments are the responsibility of the administration and is under STATE GUARANTEE, and all necessary measures will be taken to prevent any delays.

In general practice, the foreign exchange-indexed interest rates used by public banks (Ziraat Bank, Halk Bank and Vakıf Banks are public banks statue in Türkiye) have been preferred because they are lower than the interest rate set by the Central Bank of the Republic of Türkiye.

This is a favorable situation for the Contractor.

Additionally, when examining the daily interest rates in question, it will be seen that they are very low. The reason for including this clause in the contract is due to a legal obligation and standard parameter.

So No changes will be made.

25. QUESTION

Article 14.4.6. *“If Payment by the Contractor arises from an overpayment made by the Administration to the Contractor; Contractor shall pay the overpayment together with interest calculated at the rate in sub-clause 14.4.5, starting from the date of the overpayment”*

We suggest to delete the phrase “together with interest calculated at the rate in sub-clause 14.4.5, starting from the date of the overpayment”

25. ANSWER

Article 14.4 and all its sub-articles regulate the payments that the contractor will make to the Administration (in cases where it occurs in unusually), rather than the payments that the Administration will make to the contractor. The occurrence of such situations is not ordinary; it arises in extraordinary circumstances, such as when the Administration makes excessive payments, when penalty amounts exceed the payment amounts, and similar unusual conditions.

Furthermore;

In general practice, the foreign exchange-indexed interest rates used by public banks (Ziraat Bank, Halk Bank and Vakıf Banks are public banks statue in Türkiye) have been preferred because they are lower than the interest rate set by the Central Bank of the Republic of Türkiye.

This is a favorable situation for the contractor.

Additionally, when examining the daily interest rates in question, it will be seen that they are very low. The reason for including this in the contract is due to a legal obligation.

So this clause is quite clear. No changes will be made.

26. QUESTION

Article 14.5.2. *“If the maintenance activity is completed before the granted permission period, the aircraft will be considered to have performed a flight duty on that day. A fixed payment unit fee will be paid for the maintenance days in which a flight duty is performed. It will be assumed that the maintenance permit was used on that day”*

If the Aircraft is considered to be on duty on the relevant day it does not seem not logical to consider that a maintenance permit was used. We suggest changing the last phrase of the paragraph to the following: “It will be assumed that the maintenance permit was not used on that day”.

26. ANSWER

No changes will be made to this article in order to ensure the fair use of the right to leave and to prevent any malicious use. We had experienced in the past this situation as malicious use by some contractors.

27. QUESTION

Article 14.6.5. *“Contractor's transfer flights to other territories for accommodation other than the temporary accommodation places identified by the Administration during the fire”*

The article does not describe the minimum requirements to the temporary accommodation. This is important, because if the temporary accommodation does not meet the minimum standards, it may create risks to flight operations safety due to poor pre-flight rest of the crew and other reasons. In such cases, the Contractor shall not bear the cost for the overflight to other alternative bases with adequate accommodation available.

27. ANSWER

Technical Specification document Article 13.2.2. describes this issue clearly.

28. QUESTION

Article 16.1. *“No subcontractors will be employed in this work and all work will be performed by the contractor himself.”*

Please clarify this article, as the Operator is not a fuel supplier or a provider of crew accommodation and catering services. In these and other areas (including maintenance, for example), the Operator may use subcontractors.

28. ANSWER

According to ARTICLE 9- EXPENSES TO BE COVERED BY THE ADMINISTRATION, So the transactions in question will be covered by the Administration, Operator shall not need a subcontractor.

29. QUESTION

Article 17– “PENALTIES AND CONTRACT TERMINATION”

Article 17 does not provide for the opportunity to dispute the penalties by the Contractor. Please indicate the right of the Contractor to dispute the penalties within minimum 10 days from the day the Administration officially informs the Contractor on the penalty.

29. ANSWER

Your suggestion evaluated positively.

Article 17.1, 17.2, 17.3 and 17.4 have been revised and Article 17.2.1, 17.2.2, 17.2.3 and 17.2.4 are newly added as follows:

“17.1. The standards and principles requested by the Administration regarding the execution of flight missions in forest fire operations are explicitly stated in this contract and its annexes. The Contractor shall be responsible for ensuring that the aircraft and flight crews are prepared according to these standards and that the work is carried out in accordance with these standards.

17.2 Warning and Penalty Records. Non-compliances within the scope of the contract will be recorded as follows through. No penal action will be taken for non-compliances that are not recorded.

17.2.1. Warning and Penalty Records must be recorded within two (2) business days following the day the non-compliance occurred and must be initialed by the relevant OBM official (OYM Branch Manager). If the fire lasted more than 48 hours according to the fire start and control times in the ORBIS system, this period may be initiated from the day the fire was brought under control (contaminated).

17.2.2. For recurring non-compliances of the same nature (such as the aircraft and/or fuel tanker not starting the mission, continuation of the same malfunction, etc.), Warning and Penalty Records will be prepared collectively for each payment period on the day the non-compliance is resolved and/or on the last day if the non-compliance has not been resolved.

17.2.3. Warning and Penalty Records uploaded to the ORBIS system and initialed by the OBM official will be checked for compliance with the contract procedures and principles by the Contract Managers. Approved records will be confirmed, while those deemed non-compliant will be canceled by the Contract Manager, with the justification recorded in ORBIS.

17.2.4. Approved records will be automatically sent to the Contractor via email by ORBIS for any objections. The Contractor may object within two (2) business days from the date of notification. During this period, penalties that are not objected to or are evaluated negatively will be deducted from the payments to be made to the Contractor without the need for further protest. If the penalty cannot be covered by the payments, the penalty amount will be additionally collected from the Contractor. All cases not carried out according to the requested standards and principles in the contract will be considered non-compliance and penal actions will be applied according to the principles below.

17.3. The entire process, including the evaluation of objections, must be concluded within the payment period foreseen for each month, and payments should be made as soon as possible.

17.4. The termination of the contract for any reason, including termination, shall not relieve the Contractor of the obligation to pay any penalties incurred under this contract to the Administration.”

Please check the attached amendment v.2

Article 19.1.2. f) has been revised as follows: *“In cases of non-compliance with the matters and provisions specified in the contract, a record will be kept in accordance with the principles of Article 17 using the Warning and Penalty Report available in the ORBIS system.”*

Please check the attached amendment v.2

Article 19.1.2. g) has been cancelled (removed)

Please check the attached amendment v.2

Article 20.1.1. h) is newly added as follows:

“They will file objections to the warning and penalty reports (if any).”

Please check the attached amendment v.2

30. QUESTION

Article 17.3. (New 17.2.4) *“Penalties are also deducted from payments to the contractor without the need to file a protest. If the penalties failed to be covered from the payments, the penalty amount is collected separately from the contractor”*

Sub-article 17.3 (New 17.2.4) violates the foreign currency regulations existing in the Russian Federation. Such deductions from payments can be made only if parties sign an Offset agreement or issue a credit note. Therefore please amend Article 17.3 (New 17.2.4) as follows: *“Penalties due for payment by the Contractor shall be supported by relevant documentation issued by the Administration and are payable to the Administration by the Contractor via a bank transfer or by issuing a credit note to reduce the amount payable by the Administration to the Contractor under the exact document from which the deduction will be made within the specified period or by signing an Offset Agreement.”*

30. ANSWER

As stated in Article 21.2, one of the annexes of the Technical Specification is the Warning and Penalty Record. All penalties must be recorded with a penalty and warning report in accordance with clause 19.1.2 (f). The Contractor shall not be held responsible for any penalties that have not been recorded with a Warning and Penalty Record.

In general practice, after evaluating the contractor's objections (dispute) resulting from the warning and penalty records, finalized penalties (decided to be offset) are deducted from the payment requests at the end of that month. This will be the standard practice.

As an extra ordinary situation, it is not expected that there will be situations where the penalties exceed the payment requests because the current contract conditions mostly doesn't allow this. However, in the events that the contractor is required to make a payment to the Administration, Articles 14.2, 14.3, and 14.4 define how these payments will be made.

Since the contract explains how to offset in such situations, there is no need for an additional offset agreement.

Furthermore, for your suggestion, our regulations do not permit as well.

31. QUESTION

Article 17.4. (New 17.1) *“All cases failed to be carried out in accordance with the standards and principles required in the contract will be considered as non-conformity and penal action will be taken according to the following principles”*

We suggest to add the following sub-article: *“The Contractor shall not be liable for losses caused to third parties and/or the state and/or other public legal entities in case of damage (destruction) of property as a result of fire and/or in connection with the execution of this contract by the Contractor, including, but not limited to, aircraft malfunction, late departure of aircraft, use of water carrying system, etc. The Administration undertakes to independently settle the claims of such persons or entities, and if such claims*

are satisfied by the Contractor, the Administration undertakes to reimburse the respective expenses of the Contractor in full (including, but not limited to, the amounts of administrative fines, court costs, payments in favor of third parties) within 15 calendar days from the date of receipt of the notice from the Contractor”

31. ANSWER

This clause is quite clear. For many years experiences show that there hasnt been any situation occured similar to your concern.

32. QUESTION

Article 17.5.1. *“In the following cases where the non-conformity cases falling within this scope fails to prevent aircraft acceptance and/or the performance of the mission, but the contractual requirements such as system quality, corporate representation, discipline, integration, etc. are not met, a penalty action will be implemented at the rate of the Fixed Payment Unit Price, once every calendar month, for each aircraft, until the non-conformity case is resolved.”*

If more than two different non-compliances occur separately for each aircraft within a calendar month as listed in Articles 17.5.2 to 17.5.7, will a separate penalty be imposed for each non-compliance? For example: If a non-compliance is identified for Aircraft X under Article 17.5.2 in June, and after some time, another non-compliance is identified for the same aircraft under Article 17.5.4, will a penalty be imposed once or twice for Aircraft X in June?

32. ANSWER

Penalties will be imposed for each non-compliance specified in each article separately.

33. QUESTION

Article 17.5.4. *“Non-conformances falling within the scope of Technical Specification Article 10.2 and whose flight and mission duration limits will be evaluated within the scope of system quality,”*

According to Article 10.1.1 of the Technical Specification, "The flight time limits mentioned in this article are advisory and will not be subject to penalties." Given this, will penalties be imposed due to non-compliance with the "flight time limits"?

33. ANSWER

This clause is quite clear.

34. QUESTION

Article 17.5.5. *“Non-conformances to be evaluated within the scope of misbehaviors discipline and those under the scope of Technical specification Article 10.3”*

With regard to “misbehaviors discipline” please provide the document or criteria by which this would be determined.

34. ANSWER

Inappropriate personel will be defined with written reports and records. It will be evaluated based on concrete written reports rather than abstract data.

Administrative has right to evaluate reported inappropriate situation according to the Turkish laws and general agency regulations. General and commonly accepted public and society rules also will be taken into consideration for evaluation of inappropriate conditions.

35. QUESTION

Article 17.5.8. *“Failure to enter flight plans (EGIP) on time in accordance with the Administration's instructions will be evaluated within the scope of discipline and are non-conformances falling within the scope of Article 20.1.1.i. (The defect must be repeated more than 3 times in each progress payment period to charge this defect.)”*

There is no Article 20.1.1.i. in the contract or technical and administrative specifications. Please clarify. Please define “progress period payment”. Are we correct in understanding that it means one month?

35. ANSWER

Article 17.5.8 has been revised as follows: “Failure to enter flight plans (EGIP) on time in accordance with the Administration's instructions will be evaluated within the scope of discipline and are non-conformances falling within the scope of Article 20.1.1.ĝ. (The defect must be repeated more than 3 times in each progress payment period to charge this defect.)”

Please check the attached amendment v.1

36. QUESTION

Article 17.6.6. *“In cases of non-conformity falling within the scope of Technical Specification Article 11.3 Major Malfunction,*

a) the aircraft will be excluded from the fixed payment scope in cases falling within the scope of major malfunction,

b) no penalties will be imposed on the aircraft for the first 10 (ten) days for cases falling within the scope of major malfunctions,”

What penalty will be applied if a major malfunction continues after the 10th day?

36. ANSWER

The major malfunction clause has been arranged in favor of the contractor.

For Contractor favour, major malfunctions Article provides to The Contractor non penalty period (the first 10 days) for eliminating of malfunction. This non penalty period (the first 10 days) also will not be evaluated described in Article 17.7.

If the Contractor can not eliminate malfunction in this non penalty period (10 days), penalty described in 17.6.1 will be imposed to the contractor after 10 days.

37. QUESTION

Article 17.6.6. a) *“the aircraft will be excluded from the fixed payment scope in cases falling within the scope of major malfunction,”*

Do we understand correctly that this means that there will be no fixed daily payments until the defect is rectified?

37. ANSWER

Yes, a fixed daily payment will not be made for the aircraft until the fault is fixed. Because Aircraft is not on and ready for duty.

38. QUESTION

Article 17.6.6. b) *“no penalties will be imposed on the aircraft for the first 10 (ten) days for cases falling within the scope of major malfunctions,”*

What penalties will apply after 10 days?

38. ANSWER

The major malfunction clause has been arranged in favor of the contractor.

For Contractor favour, major malfunctions Article provides to The Contractor non penalty period (the first 10 days) for eliminating of malfunction. This non penalty period (the first 10 days) also will not be evaluated described in Article 17.7.

If the Contractor can not eliminate malfunction in this non penalty period (10 days), penalty described in 17.6.1 will be imposed to the contractor after 10 days.

39. QUESTION

Article 17.6.7. *“In cases where the aircraft fails to shoot due to malfunction and/or major failure,”*

We think that dropping water is meant by the term “shoot”, please confirm and change the Article if we are correct.

39. ANSWER

The word “shoot” has been changed to “drop”.

Article 17.6.7 has been revised as follows: “In cases where the aircraft fails to drop due to malfunction and/or major failure,”

Please check the attached amendment v.1

40. QUESTION

Article 17.6.8. *“In cases falling within the scope of Technical Specification Article 13.3 Fuel supply service, if the fuel in question is identified to be favorable as a result of the examinations to be carried out by the Administration for flight missions failed to be performed due to unfavorable fuel, this situation will be evaluated as a state of non-compliance and penalties will be applied for flight mission failed to be performed.”*

How will the Administration determine the quality of the fuel? Will it be tested in a specialized laboratory or onsite by means of field fuel testing kits? Please provide the details, as it affects the performance of the operations.

40. ANSWER

Fuel quality will be determined by fuel test kits. In cases where there is doubt that the test kits are giving accurate results, fuel tests will be performed in a laboratory environment.

41. QUESTION

Article 17.7.1. a) *“Identifying that the contractor has engaged in prohibited acts and behaviors listed in Article 25 of Law No. 4735 during the implementation of the contract”*

We suggest specifying the acts and behaviors in question in the Contract and delete the reference to Law No. 4735.

41. ANSWER

Prohibited acts and behaviors are explicitly stated in Law No. 4735 on “Public Procurement Contracts” used in our country, and reference has been made to the relevant section. There is no need for any amendment. The referenced articles are as follows.

Prohibited Acts and Behaviors Article 25 - During the implementation of the contract, it is prohibited to engage in the following acts or behaviors:

- a) To corrupt the processes related to the contract through fraud, promises, threats, abuse of influence, obtaining benefits, collusion, extortion, bribery, or by other means, or to attempt to do so.
- b) To prepare, use, or attempt to use false documents.
- c) To use fraudulent materials, tools, or methods during the execution or delivery of the contracted work, or to produce work that is contrary to the rules of science and art, incomplete, erroneous, or defective.
- d) To cause harm to the administration while fulfilling the obligation.
- e) To use one's knowledge and experience to the detriment of the administration or to act contrary to the provisions of Article 29.
- f) Except in cases of force majeure, to fail to fulfill the obligation in accordance with the tender documents and contract provisions.
- g) To transfer or accept the transfer of the contract in violation of the provisions of Article 16.

42. QUESTION

Article 17.7.1.b).3. *“Flight crews' deliberate refusal to accept mission (partial termination for the relevant aircraft)”*

This article requires clarification that this requirement is applicable if there is no safety risk to flight operations or other objective limitations such as weather etc.

How will the penalty be applied for the 1st to the 5th day?

42. ANSWER

If the pilot does not fully carry out the tasks assigned by the authority due to flight safety, they are required to prove and written report the issue of flight safety to the authority.

The important point in this article is the principle that the instructions given by the authority shall be carried out in accordance with flight safety regulations.

According to Article 17.6 clearly describes this issue.

43. QUESTION

Article 17.7.1. b)-4. *“Situations where the aircraft is excluded from the fixed payment date scope during the duty period”*

Please, clarify this paragraph, the wording seems unclear.

43. ANSWER

The word “date” has been revised as “day”.

Article 17.7.1. b)-4. has been revised as follows: “Situations where the aircraft is excluded from the fixed payment day scope during the duty period”

Please check the attached amendment v.1

44. QUESTION

Article 17.7.2. a) *“In case of partial termination, performance bond amount and the additional performance bond, if any, corresponding to the part terminated, and in case of complete termination, the entire amount, even if there is no loss arising from this termination, will be converted into cash and entered as receipt as a penalty clause.”*

The paragraph requires clarification. Do we understand correctly that in the event of partial termination, the performance bond amount related to this aircraft will be held by the Administration as a penalty?

44. ANSWER

Yes, the Administration will have the right to partially terminate the contract. Administration also expecting from Contractors to fulfill their duties in accordance with the terms and principles of the contract. If the situation of non-compliance cannot be resolved within the timeframes defined in the contract, the Administration will choose to take new measures to ensure that forest fire operations are not hindered.

45. QUESTION

Article 17.7.2. b) *“In case of partial termination, the Contractor shall complete the performance of the part of the work not terminated by the termination notice and shall not be entitled to request any price difference or additional time for the part of the contract that was not terminated. However, the Administration may re-arrange the contract and its annexes, considering the terminated section of the contract, and the contractor will fulfill its obligations according to these new regulations.”*

The paragraph seems unclear, please clarify, especially the second part of the paragraph.

45. ANSWER

Partial termination will only apply to the relevant aircraft, and other aircraft belonging to the Contractor will be able to continue their missions.

46. QUESTION

Article 18.1. *“Situations that may be considered as force majeure within the scope of this Contract are listed below.”*

Please add the reference to the law that prohibits provision of services and certain obligations.

46. ANSWER

It has been preferred to write this article explicitly rather than referring to the relevant legislation.

47. QUESTION

Article 18.1.4. *“Applications failed to be submitted by the contractor on time will be rejected and the contractor is not allowed to request a time extension after the application period has passed.”*

Please, clarify the applications in this Paragraph. The possible types of applications, time frames for them, channels via which they should be sent to the Authority

47. ANSWER

The information and documents specified in Article 18.1.2 will be sent to the Administration through the communication channels specified in Article 2.1.

48. QUESTION

Article 18.2.1. *“Administration’s failure to fulfill its obligations concerning the performance of the contract within the stipulated time periods without the fault of the contractor, and therefore, delays for which the contractor is not responsible, if this situation prevents the fulfillment of the commitment and the contractor is not capable of eliminating this obstacle; depending on the reasons preventing the work and the nature of the work to be done, the deadline for part or all of the work is extended at least by the amount of the period delayed.”*

We suggest adding that the extension of the contract under these circumstances shall require the agreement by the Contractor, as it may be unable to extend the Contract for internal reasons.

48. ANSWER

Article 18.3 has been revised as follows:

“In matters related to the extension of the period in this article, the relevant provisions of the general terms and conditions shall apply and require mutual agreement.”

Please check the attached amendment v.2

49. QUESTION

Article 20.1.2. b)“AOC Authority”

It is not clear what specialist is meant. Chief Pilot? Operator's representative?

49. ANSWER

Article 20.1.2 b has been revised as follows: *“The AOC authorized person is responsible for conducting oversight and supervision of flight and maintenance activities to ensure flight safety, coordinating flight safety matters with the Administration., and can be appointed from within the authorized flight crew or from outside of it.”*

Please check the attached amendment v.2

50. QUESTION

Article 22.1.2. *“It is essential that preliminary acceptance activities are completed by the end of April.”*
Please add the year after “April”. Please, clarify where and how the preliminary acceptance activities can be performed.

50. ANSWER

The contract will be made for 2 years (2025-2026). It is essential that the pre-acceptance activity is completed by the end of April each year.

Please examine the article 20.1 of the Draft Contract in detail regarding how the pre-acceptance activity will be carried out.

51. QUESTION

Article 22.1.5. *“Upon approval of the documents by the Administration, a team consisting of maximum 3 people assigned by the Administration for on-site control will revert to the point where the preliminary acceptance activities will be carried out and check the following points on-site.”*

Does it mean that the on-site inspection of the aircraft (i.e. in Turkey? Or possibly in Russia?) should be done by 15.04.25?

51. ANSWER

The location where the aircraft pre-acceptance activities will be determined by the administration.

The contract will be made for 2 years (2025-2026). It is essential that the pre-acceptance activity is completed by the end of April each year.

52. QUESTION

Article 23.4.1. *“The Contractor shall avoid any unnecessary and unjustified interference or infringement on public peace and public order during the service.”*

How is it planned to define “unnecessary and unjustified interference or infringement on public peace and public order during the service” when flights are performed safely and in accordance with the Administration's instructions.

52. ANSWER

As long as the administration's instructions are followed, there will be no unjust interference with public order and public peace. For example Water scooping points on the sea should be fairly far from beaches and tourism facilities.

53. QUESTION

Article 24.1. *“While performing the missions within the scope of this contract, the Contractor companies performing other jobs related to the job and requiring expertise will be worked in harmony. Any non-compliance will be reported to the Administration immediately, and the principle of finding a solution after the flight duties are fulfilled with priority, except for flight safety issues, will be taken into consideration.”*

Please rephrase the paragraph. The wording seems unclear.

53. ANSWER

This clause is quite clear.

54. QUESTION

Article 24.2. *“Contractor in this contract will act as the main coordinator and will be responsible for requesting and coordinating matters regarding the fulfillment of the task in works with other contractors.”*

Please, clarify how a Contractor can be a main coordinator for the other Contractors? Who are the other Contractors in this case? Coordination of what is meant here?

54. ANSWER

The coordination of the services to be provided by the Administration will be made by the Contractor who will need these services.

55. QUESTION

Article 25.1. *“After the contract is signed, changes can be made to the contract provisions save that the contract price is not exceeded and the administration and the contractor mutually agree, without prejudice to the provisions of Article 27.”*

Please specify that any changes to the Contract shall be made by issuing a Contract Amendment signed by authorized representatives of the parties.

55. ANSWER

Yes, any changes to the Contract will be made by publishing a Contract Amendment signed by authorized representatives of the parties.

56. QUESTION

Article 27.1. *“If an increase in workload becomes necessary due to unforeseen circumstances, the work subject to the increase can be granted for the same contractor save that...”*

Please specify that this can be done by signing a Contract Amendment on the increase of the Contract price.

56. ANSWER

Yes, this can be done by signing a Contract Amendment regarding the increase in the Contract price.

57. QUESTION

Article 27.1. b) *“It is not technically or economically possible to leave the main job without burdening the administration,”*

Please clarify this paragraph.

57. ANSWER

It is stated that since re-tendering for the same work would create an additional burden on the administration, an increase in the work would be made if mutually agreed upon.

58. QUESTION

Article 27.2. *“In cases where it is understood that the work will be completed for less than the contract price, a 20% work decrease may be made with the contract price.”*

The Operator is not responsible for the volume of work, it already bears the risk of less flight hours and consequently the shortfall of part of the revenue. In case the number of flight hours required is less than planned by the Administration, the cost of the contract cannot be reduced. We suggest this paragraph to be deleted.

58. ANSWER

We have introduced a mutual agreement condition for Article 27. So additional works will be agreed by mutually. So 27.3 item is newly added

Article 27 has been revised as follows:

27.3. 27.1 and 27.2 items require mutual agreement.

Please check the attached amendment v.1

59. QUESTION

Article 30.2. *“For contracts to be concluded with foreign bidders.”*

Please, mention a particular Arbitrage.

59. ANSWER

We couldnt understand the question.

60. QUESTION

Article 32.2. “Contractor paying the stamp duty of 09.48% (nine thousandths, forty-eight) and the decision stamp duty of 05.69% (five thousandths, sixty-nine) for the contract.”

Please, correct the amounts in words.

60. ANSWER

This article is corrected.

Article 32.2. has been revised as follows: “Contractor paying the stamp duty of 0,948% (nine hundred and forty-eight per thousand) and the decision stamp duty of 0,569% (five hundred and sixty-nine per thousand) for the contract.”

Please check the attached amendment v.1

61. QUESTION

Article 32.5. “Submitting the performance bond

This contract shall enter into force following the fulfillment of the above-mentioned provisions.”

Submitting of the Performance Bond is one of the provisions which shall be fulfilled for the Contract to enter into force. However according to sub-article 13.3 of the Contract other types of guarantees are acceptable as well, as stated in the Administrative Specification. Please amend sub-article 32.5 accordingly.

Can you please clarify whether the contractors shall join the tender as a consortium as well or only as a business partnership?

61. ANSWER

This clause is quite clear. No changes will be made.

It is clearly explained in Article 15 of the Administrative Specifications.

Participation in the tender will be possible as a business partnership, not as a consortium.

ADMINISTRATIVE SPECIFICATION

1. QUESTION

Article 4.4. “Tender document sales amount 5.000 USD.”

In the event that the tender is canceled by the Administration, will the related amount be refunded?

1. ANSWER

Yes, it will be refunded.

2. QUESTION

Article 7.1. b) “Unit Price Tender Letter in accordance with the standard form included in the annex of this specification. (Article 5.2.e.4) and its Annex Unit Price Tender Table (Article 5.2.e.5),”

Is the "Birim Fiyat Teklif Cetveli" mentioned in the text the "Unit Price Tender Form"? In which envelope should the relevant document be placed, the financial or the technical offer envelope?

2. ANSWER

Yes, the "Birim Fiyat Teklif Cetveli" is the "Unit Price Tender Form."

Article 22.1.: The letter of offer containing the proposed amount for the tendered work and the provisional guarantee constitutes the bidder's financial offer.

3. QUESTION

Article 7.1. e) *“If the bidder submits his/her bid through his/her agency / agencies in Turkey, a representative/agency document approved by the bidder illustrating that the representative/agent is authorized to represent and a notarized signature declaration or signature circular of the representative/agent,”*

In the case of a consortium, can one partner authorize another partner to submit a bid with the "authorized representation/delegation certificate" approved by the bidder as stated in Article 7.1.e?

3. ANSWER

Yes, one partner can authorize another partner to submit a bid.

4. QUESTION

Article 7.1. ğ) *“Current AOC document covering the type and registration marks of the aircraft for which the bidders (at least 1 (one) member if they are a Business Partnership) submit a bid.”*

The bidders themselves (or at least one member if it's a joint venture) or their subcontractors must provide an up-to-date AOC (Air Operator Certificate) document that includes the type and registration marks of the aircraft they are offering in their bids.

4. ANSWER

This clause is quite clear. No changes will be made.

5. QUESTION

Article 14. *“CANCELLING THE TENDER BEFORE THE TENDER TIME”*

Please provide information on the return of the bid bonds to the bidders in case the tender is cancelled.

5. ANSWER

In case the tender is cancelled by the Administration, the bid bonds will be returned to the bidders.

6. QUESTION

Article 16.1. *“No subcontractors will be employed in this work and all work will be performed by the contractor himself.”*

No subcontractors will be employed in this work and all work will be performed by the contractor himself. Please, confirm that the maintenance work performed by employees of a separate legal entity belonging to the same Group of Companies will not be considered a subcontract?

6. ANSWER

The maintenance work performed by employees of a separate legal entity belonging to the same Group of Companies will not be considered a subcontractor.

7. QUESTION

Article 17.1. *“ç) It is assumed that 1 (one) aircraft will fly for a maximum of 750 hours over 3 years. The total Assumed Maximum Flight Hour Fee is calculated by multiplying the Flight Hour Rate by 750 hours. The Assumed Maximum Flight Hour Fee will only be used in the evaluation of the offer and the calculation of the contract price and will not be accepted as any guaranteed flight.”*

Since 500 flight hours are not considered as guaranteed flights, we need the average flight hours per helicopter over the last 5-6 years for helicopters involved in forest firefighting duties.

7. ANSWER

It is believed that the requested information is not necessary to submit a bid for the tender.

8. QUESTION

Article 17.1. “d) The Price Offered as the Basis for Evaluation is calculated by adding the total Fixed Payment Price calculated in clause b) of this article and the Assumed Maximum Flight Hour Price calculated in clause c).”

In the text, should we consider the letter "d" in “... ile d) bendinde hesaplan...” as the letter “ç”?

8. ANSWER

Yes, the article will be corrected to "ç)".

Article 17.1. d) has been revised as follows: “The Price Offered as the Basis for Evaluation is calculated by adding the total Fixed Payment Price calculated in clause b) of this article and the Default Maximum Flight Hour Price calculated in clause c).”

Please check the attached amendment v.1

9. QUESTION

Article 19.1. “The validity period of the offers is at least 60 (sixty) calendar days from the date of the tender.”

The validity period of the bids is at least 30 (thirty) calendar days from the date of the tender.

9. ANSWER

The validity period is shortened to the 45 calendar days.

Article 19.1. revised as follows: “The validity period of the offers is at least 45 (forty five) calendar days from the date of the tender.”

Please check the attached amendment v.1

10. QUESTION

Article 19.4. “Requests and responses on this matter are made in writing.”
Please clarify if the communication on this matter will be made via an email with an attached document?”

10. ANSWER

Explained in Administrative Specifications Article 6. NOTIFICATION AND NOTIFICATION PRINCIPLES.

11. QUESTION

Article 23.1. a) (1) “Costs related to preparation of aircraft and mission equipment (marking, bucket, flight following, camera, telemetry vs),”

Article 23.1. b) “In case of an increase in expense items or the creation of similar new expense items, the offered price will be deemed to include a margin to cover such increases or differences.”

The costs related to the preparation of the aircraft and mission equipment (marking, bucket, flight following, camera, etc.)

11. ANSWER

This clause is quite clear. No changes will be made.

12. QUESTION

Article 23.1. b) (7) “Stamp duties (stamp duty of 0.948% (9.48%) for the contract and 0.569% (0.569%) for the tender commission decision, which must be deposited into the Administration's account before the contract is concluded),”

If a Tax Exemption Certificate is obtained, will the relevant taxes be exempted?

12. ANSWER

For newly regulated this issue we are in contact with related state agencies. But our request from other state agencies is not clarified yet.

13. QUESTION

Article 23.1. d) *“Accommodation expenses required beyond the accommodation capacity rendered by the Administration.”*

Does this mean that if the operator’s standard requirements to the crew accommodation are higher than those of the Administration, the Administration will not take them into account, and the operator needs to plan these additional expenses? It may create serious difficulties with pre-flight rest and/or distance to the duty station.

13. ANSWER

In the Technical Specification, article 13, "Logistics activities", issues related to the location, accommodation and subsistence are clearly stated.

14. QUESTION

Article 23.2. *“Expenses to be covered by the Administration out of the scope of the bid price (2) Third party liability insurance costs,”*

Please provide the requirements to the Third party liability insurance limits.

14. ANSWER

It will be in the Administration responsibility.

15. QUESTION

Article 23.2. *“Expenses to be covered by the Administration that are not included in the offer price.”*

Will only the expenses listed in the article be covered by the Administration, or will the Administration provide all the items mentioned in this article itself?

If only the expenses are covered, how and within what timeframe will this be done?

15. ANSWER

All the items mentioned in the article will be provided by the Administration.

16. QUESTION

Article 23.2. a) (3) *“Expenses required for Turkish Pilot employment.”*

Who will be responsible for the recruitment of such pilot?

16. ANSWER

Administration will be responsible for Turkish Pilot employment.

17. QUESTION

Article 23.2. a) (7) *“All costs, including the preparation of the speech venue facilities and the employment of support personnel arising from the facilities’ operation.”*

Please clarify the meaning of “speech venue facilities”.

17. ANSWER

Article 23.2. a)-7 has been revised as follows: “All costs, including the preparation of the deployment location facilities and the employment of support personnel arising from the facilities’ operation,”

Please check the attached amendment v.1

18. QUESTION

Article 23.2. a) (8) “Expenses arising from overnight accommodation and food for crew members up to a maximum of 5 people per aircraft.”

In what cases will these expenses be covered? Who will be responsible for these expenses if more than 5 people are required to comply with the terms of the contract and with the crew flight, duty and rest time limits of the operator?

18. ANSWER

This clause is quite clear. Administrative will cover 5 crew person for each aircraft (for ex if 3 aircrafts in the contracts, 15 crew persons). Contractor will be responsible for additional persons.

19. QUESTION

Article 23.2. a) (9) “Crew’s transfer costs.”

In what cases will these expenses be covered?

19. ANSWER

All costs related to the flight crew rotation plan to be made according to the Contractor's plans will be covered by the Contractor. The Administration will cover the flight crew's transfer costs between the deployment locations and the place where they stay overnight.

20. QUESTION

Article 24. “*BID BOND ARTICLE*”

Article 25. “*ASSETS TO BE ACCEPTED AS COLLATERAL*”

Do we understand right that the bidder must provide only one type of the guaranty, choosing any option described in these articles?

20. ANSWER

It can be selected one or couple of types.

21. QUESTION

Article 24.1. “*Bidders will provide a bid bond in an amount identified by them, not less than 3% of the bid price (calculated on all aircraft submitted for bid). If the bid bond is deposited in cash, the net amount deposited into our account, taking into account all bank charges, will not be less than 3% of the bid price. Bidder’s tender providing bid bond of less than 3% of the bid price will be disqualified.*”

Being that flight hours are not warranted and 250 hours is an estimation, we propose to submit a bid bond for the confirmed amounts only, that means only “availability”. Please confirm this is acceptable.

21. ANSWER

This clause is quite clear. No changes will be made.

22. QUESTION

Article 24.3. “*A period must be specified in the letters of guarantee submitted as bid bond. This period is identified by the bidders, not to be less than the period calculated by adding 30 days to the expiration date of the bid validity period.*”

Could you specify an expiration date for bid bond?

22. ANSWER

This clause is quite clear. No changes will be made.

23. QUESTION

Article 27. “RETURNING THE BID BONDS AND ENTERING THEM AS RECEIPT”

Please clarify “entering them as receipt”

23. ANSWER

Article 27. has been revised as follows: “RETURNING THE BID BOND AND RECORDING THEM AS INCOME”

Please check the attached amendment v.1

24. QUESTION

Article 29.4. “If the documents and/or information submitted by the bidders are prepared on a date after the tender date, these documents and/or information must show that the bidder meets the tender participation conditions as of the tender date.”

What are the cases when the documents may be prepared after the tender date?

24. ANSWER

In case of incomplete documents being submitted to the tender, the Administration requests the completion of the documents. In case of the preparation of incomplete documents after the tender date, there must be statements indicating that the bidder met the tender participation conditions on the date of the tender.

25. QUESTION

Article 31.2. “The price offered for 1 (one) flight hour in the Unit Price Offer Table cannot be less than %40 (fourty percent) of the fixed payment unit price offer. In this case, the offer will be excluded from evaluation.”

The price offered for 1 (one) flight hour in the Unit Price Tender Form cannot be less than 20% (twenty percent) of the fixed payment unit price offer. If this is the case, the offer will be excluded from the evaluation.

25. ANSWER

This clause is quite clear. No changes will be made.

26. QUESTION

Article 33.1. “Tender officer, upon the decision of the tender commission, is free to cancel the tender by rejecting all bids submitted. In case of tender cancellation, this situation is immediately notified to all bidders. The administration does not assume any liability due to rejection of all bids. However, if the bidders request so, the administration shall notify the requesting bidders of the reasons for cancellation of the tender.”

The contracting authority is free to cancel the tender by rejecting all bids based on the decision of the tender commission. The authority does not incur any liability due to the rejection of all bids. In such a case, the amounts collected from the participants due to the tender will be refunded to them.

26. ANSWER

In such a cases, temporary guarantees will be refunded

27. QUESTION

Article 34.1. “Tender commission before submitting the tender decision to the tender authority for approval, must confirm with the Public Procurement Authority whether the tenderer awarded for the tender and the tenderer with the second most advantageous offer, if any, are prohibited from participating in tenders and attach the relevant document to the tender decision. Tender will be cancelled if it is understood that both bidders are banned.”

In the case of a foreign bidder or participation in the tender as a consortium, if one of the partners is a foreign bidder, how will it be confirmed with the Public Procurement Authority whether the foreign bidder is prohibited from participating in tenders?

27. ANSWER

It is possible to verify whether foreign bidders can participate in tenders in Türkiye through EKAP (Electronic Public Procurement Platform), where public tenders are conducted electronically in Türkiye.

28. QUESTION

Article 34.2. *“As a result of the evaluation made by the tender commission, the tender is awarded to the bidder submitting the most advantageous offer and a justified decision is issued by the tender commission.”*
The reasoned decision by the tender commission must be made within 10 days following the tender date.

28. ANSWER

A decision will be issued as soon as possible after the completion of the document and information checks.

29. QUESTION

Article 36.2. *“This period is 22 days for foreign bidders. Bidders are required to sign the contract by providing a performance bond within the above-mentioned periods.”*

In the case of participation in the tender as a consortium, if one of the partners is a foreign bidder, should the invitation letter specify whether the bidder is required to sign the contract by fulfilling their legal obligations within 10 calendar days following the notification date or within 22 calendar days?

29. ANSWER

Participation in the tender will be possible as a business partnership, not as a consortium. In the case where one of the business partner is foreign, the 22 calendar days rule applies.

30. QUESTION

Article 36.3. *“Local bidders are obliged to conclude the contract by paying the confirmation stamp duty of 0.948% (0.948%) and the decision stamp duty of 0.569% (0.569%) of the contract price within 10 calendar days from the notification date and by submitting the performance bond and documents to the Administration indicating that they are not in the situations specified in subparagraphs (a), (b), (c), (d), (e) and (g) of the fourth paragraph of Article 10 of Law No. 4734 as of the tender date.*

36.4. Foreign bidders must sign the contract by depositing the confirmation stamp fee of 0.948% (0.948%) and the decision stamp fee of 0.569% (0.569%) of the contract price into the Administration's account, delivering the performance bond to the Administration, and fulfilling the other requested matters within twenty-two (22) days from notification date.”

In the case of participation in the tender as a consortium, if one of the partners is a foreign bidder, will the contract be signed in accordance with Article 36.3 of the tender specification, or in accordance with Article 36.4?

30. ANSWER

Participation in the tender will be possible as a business partnership, not as a consortium. In the case where one of the business partner is foreign, the 22 calendar days rule applies.

31. QUESTION

Article 37.1. *“A performance bond of six percent (6%) is taken from the successful bidder, calculated on the total contract price save that it is prepared separately for each aircraft offered. Separate provision is not required for guarantees given in cash.”*

Performance bond is requested “oneper- plane” and we propose to submit one performance bond for the entire fleet.

31. ANSWER

This clause is quite clear. No changes will be made.

32. QUESTION

Article 37.3. *“If the Performance Bond is given as a guarantee letter, the performance bond will be valid from the moment it is issued and will be valid until 30 days after the minimum work completion date (definitive acceptance). In case of extension, the performance bond will be renewed for the extended period. In addition, performance bonds can be indefinite.”*

The contract extension needs to be agreed with the operator as the operator may not be able to agree to such extension. In this case the performance bond must be returned to the operator. Please modify the above requirement accordingly. Please clarify “performance bonds can be indefinite”.

We understand expiration date must be November 30th 2027. Please confirm.

32. ANSWER

Extensions of time will be made by mutual agreement.

This clause is quite clear. Yes at least must be 30 days after 31 October 2027.

33. QUESTION

Article 37.5. *“The Performance Bond for this project will be deposited into the Administration account.”*

This par. contradicts par. 37.3 saying that “Performance Bond is given as a guarantee letter”. Please clarify.

33. ANSWER

Article 37.5. has been cancelled (removed)

Please check the attached amendment v.1

34. QUESTION

Article 40.2. *“Procedures concerning prohibition inquiry are carried out in accordance with the provisions of Law No. 4734 and secondary legislation issued based on this Law.”*

In the case of a foreign bidder or participation in the tender as a consortium, if one of the partners is a foreign bidder, how will the prohibition check for the foreign bidder be carried out?

34. ANSWER

The prohibition check for foreign bidders can be carried out through EKAP (Electronic Public Procurement Platform), where it is possible to verify whether foreign bidders are eligible to participate in tenders in Turkey.

TECHNICAL SPECIFICATIONS

1. QUESTION

Article 3. DEFINITIONS: *“Flight Time (Helicopter): “The time elapsed between the moment the helicopter leaves the ground for initial takeoff and engine shutdown moment for final landing, (expressed in hours and decimals),”*

Flight Time (Helicopter): It is the duration that starts with the helicopter's engine start ups and ends when the engine is shut down.

1. ANSWER

This clause is quite clear. No changes will be made.

2. QUESTION

Article 3. DEFINITIONS

Task Team: *“Personnel, other than the flight crew, who are determined by the Administration and required to be on the aircraft in order to perform the duties within the scope of the contract,”*

We understand this “team” doesn’t apply to light amphibious aircraft.

2. ANSWER

Yes. “team” is not used for light amphibious aircrafts.

3. QUESTION

Article 5. AIRCRAFT PERFORMANCE AND CONDITIONS

“ç) Flight Crew: Minimum 2 Pilot”

Technical part of tender does not mention 1-seat light amphibious Air Tractor, only administrative part does. We understand this requirement does not apply to 1-seat light amphibious.

3. ANSWER

Yes this requirement does not apply to one seated light amphibiouses.

4. QUESTION

Article 5.2. *“The following conditions will be taken into account when calculating performance-based water carrying capacity:*

c) Fuel Load: 2.5 hours”

Fuel Load: 2.5 hours including 30 minutes of reserve fuel.

4. ANSWER

This clause is quite clear. Fuel Load definition already includes 30 minutes Reserve Fuel.

5. QUESTION

Article 7.1. *“Administration may, if deemed necessary, temporarily or permanently change the Operational Main Deployment locations of aircraft to other deployment locations throughout Türkiye (including the Turkish Republic of Northern Cyprus).”*

Who is covering local costs out of the base, like hotel, local logistics, etc. What is the lead time for these changes, specially for permanent bases?

5. ANSWER

All expenses described as in the contract, outside or on the main deployment area will be covered by the Contractor.

Lead time for these changes is quite clear in the contract (ex. Technical Specification document Article 8.4.)

6. QUESTION

Article 7.3. *“Administration may change the aircraft duty period specified in the initial contract forward or forward by up to 15 days as a block without changing the duration of the work. In such cases, the request for a change will be informed to the Contractor in writing at least 15 days in advance”*

- **Please clarify this paragraph, how it may work practically?**
- **The Administration may shift the aircraft's mission period specified in the initial contract by up to 15 days, either earlier or later, without changing the duration of the work. In such cases, the request for shifting will be communicated in writing to the Contractor at least 15 days in advance, and the start or end dates of the mission period can be adjusted with the Contractor's approval.**

6. ANSWER

“This article requires mutual agreement” phrase is added to the article.

Article 7.3. has been revised as follows: *“Administration may change the aircraft duty period specified in the initial contract forward or forward by up to 15 days as a block without changing the duration of*

the work. In such cases, the request for a change will be informed to the Contractor in writing at least 15 days in advance. This Article requires mutual agreement.”

Please check the attached amendment v.1

7. QUESTION

Article 7.4. *“If there is an ongoing fire on the last day of the aircraft's duty period, the Administration will be able to operate the aircraft until the day the fire ends. In such cases, the fixed payment unit price will not be paid for periods exceeding the duty period, but payment will be made based on the flight hour unit price for the hours flown. Aircraft will not leave fire area without the Administration’s permission and knowledge with reason that duty period has ended”*

- **If the aircraft is required to operate after the last day of the aircraft's duty period, the operator will continue to bear the same fixed expenses in connection with operations (crew salaries, insurance, etc.). Therefore it is reasonable to suggest continuing the payment of the fixed unit price for the actual operational days after the end of the aircraft's duty period.**
- **We understand that being separated daily cost and hourly cost, this extension should be paid both in daily and hourly cost.**
- **If there is an ongoing fire on the last day of the aircraft's duty period, the Administration may operate the aircraft until the day the fire ends. The fire area shall not be left on the grounds that the duty period has ended without the Administration's permission and knowledge. In such cases, a daily fixed payment will be made for periods exceeding the duty period, and payment will be made based on the flight hour unit price for the hours flown.**

7. ANSWER

We revised the Article, Daily payment also will be done.

Article 7.4. has been revised as follows: *“If there is an ongoing fire on the last day of the aircraft's duty period, the Administration will be able to operate the aircraft until the day the fire ends. In such cases, the contract terms for the relevant days, including payments, will always be valid as applied in usual. Aircraft will not leave fire area without the Administration’s permission and knowledge with reason that duty period has ended.”*

Please check the attached amendment v.1

8. QUESTION

Article 7.5. *“In addition to forest fire extinguishing duties, aircraft may be assigned to personnel and material transport duties in forestry activities and natural disasters occurring throughout the country.”*

We understand this paragraph won’t apply to light amphibious.

8. ANSWER

Light Amphibious aircraft will not be used for cargo and passenger transport duties.

9. QUESTION

Article 7.6. *“In any flight mission carried out under the contract, personnel other than the crew and task team will not be allowed on the aircraft without the knowledge and permission of the Administration.”*

In some situations, e.g. when changing the aircraft location (but not only), the Operator's manager and/or technical team, which are part of the Customer's personnel, may be on board the aircraft. We suggest to add to the list of authorized personnel the technical staff of the aircraft and/or the Operator's manager.

9. ANSWER

This clause is quite clear. No changes will be made.

10. QUESTION

Article 8.1. “Aircraft and flight crews will be on- duty in accordance with the contract procedures and conditions for all days (excluding the days off specified in the contract terms) between the duty period for each year.”

Please clarify the following: between the duty period for each year.

10. ANSWER

It refers to the period between May 15 and October 31 of 2025 or 2026.

11. QUESTION

Article 8.2. “Daily on-duty period will be 14 hours for helicopters and 11 hours for airplanes unless otherwise specified by the Administration and daily duty time will start for helicopters 14 hours before and for airplanes 11 hours before sunset time at the Operational Main/Temporary Deployment location.”

- **Statistics show that fires generally start in the afternoon, and as is practiced in most countries, if there are no fires continuing from the previous day or exceptional fires that started in the morning, the mission start time will be set to 09:00. The mission will continue until sunset, ensuring that the flight duty times of the personnel stationed at the bases are not exceeded. Fires that have been ongoing from the previous day will be intervened at sunrise. For fires occurring before the mission start time, intervention will occur as soon as possible after receiving the alert, without waiting for the mission start time.**

- **Please note 11h as “maximum” being that October days may not be enough light to cover 11h.**

11. ANSWER

The article “ARTICLE 3- DEFINITIONS Daytime: The period between the beginning of civil twilight and the end of evening twilight” will be taken into consideration. So duty will only be in the period of day time.

12. QUESTION

Article 8.4. “Aircraft must be off the ground for take off within the time specified below of receiving the mission instruction. The time the mission instruction is given and the time the aircraft is off the ground will be recorded by the Administration representative. This period will be taken as 45 minutes for mission instructions given for a region outside the OBM (Regional Directorate of Forestry) borders and for forest fire purposes.

c) Light Amphibious Aircraft 15 minutes.”

Except in international airports.

12. ANSWER

This clause is quite clear. No changes will be made.

If a situation arises outside the contractor's initiative like delay in the international airport and traffic and is identified by the representative of the Administration, these periods are taken into account by administrative.

13. QUESTION

Article 8.5.4. “In all fire operations, drop points and drop patterns will be as requested by the Administration. Misdrops and/or unefficient drops (too high or in the wrong direction) will be evaluated within the scope of inefficient drops in penalties.”

The final decision must always remain with the pilot in command who is legally responsible for the safety of the aircraft and the operation. If, after checking the environment and conditions, the pilot refuses a drop as instructed, this must be accepted by the ground crew. The pilot shall, if the conditions allow, suggest alternatives to achieve an efficient drop. Who will evaluate the drop efficiency? What shall be the parameters? How is this documented?

13. ANSWER

If the pilot does not fully carry out the tasks assigned by the authority due to flight safety, they are required to prove and written report the issue of flight safety to the authority.

The important point in this article is the principle that the instructions given by the authority must be carried out in accordance with flight safety regulations.

14. QUESTION

Article 8.5.5. *“In all fire operations, aircraft refueling will be done as soon as possible. Refueling completing and takeoff time will be within 30 minutes (beginning from the moment that the fuel tanker starts to refueling). This period will be taken as 60 minutes from the moment the meal is delivered to the Flight Crew during meal breaks, (only one time in a day).”*

- **Does this mean that at least once a day the refueling shall be performed during the crew meal break? Considering that the duty time is 14 hours, why is there only one meal break a day?**
- **In all fire operations, aircraft refueling will be completed as quickly as possible. After refueling is completed, the helicopter will take off within the times specified in Article 8, according to its category. This time will be set as 60 minutes, starting from the moment the meal is delivered to the flight crew, with the condition that it will not exceed once a day and will apply during the meal break hours.**
- **Refueling response depends on the company who had the exclusivity of fuel supply in airports. Minimum rest time between periods of 3 hours of flight is 60 minutes to comply with regulation, and it is not limited to meals once a day.**

14. ANSWER

There are no special meal breaks on days when fire operations are carried out. Meal breaks are given when refuelling is carried out. What is meant in the article is that meal breaks should coincide with refuelling and this duration should be a maximum of 60 minutes once a day.

Article 8.5.5. has been revised as follows: *“In all fire operations, aircraft refueling will be done as soon as possible. Refueling shall be completed within 30 minutes (beginning from the moment that the fuel tanker starts to refueling). This period will be taken as 60 minutes from the moment the meal is delivered to the Flight Crew during meal breaks, (only one time in a day).”*

Please check the attached amendment v.1

15. QUESTION

Article 8.5.6. *“In all fire operations, all aircrafts will leave fire zone with the knowledge and permission of the Administration. No aircraft and Flight Crew will leave the fire area without the permission and knowledge of the Administration.”*

Except for emergencies or safety reasons.

15. ANSWER

The important point in this article is the principle that the instructions given by the authority shall be carried out in accordance with flight safety regulations.

16. QUESTION

Article 9.1.3. *“Signs and designs specified by the Administration shall be embroidered on the aircraft body.”*

- **Please provide the requirements to the signs and designs. If the stickers are allowed, who will be responsible for their manufacture and relevant expenses? Also please change “embroidered” to “applied”.**
- **Please define signs to confirm cost.**

16. ANSWER

The aircraft call sign ex."KORU011" will be written "K-011" in a size that can be seen from a distance on the right, left and bottom of the aircraft. The call signs of aircraft belonging to other

projects will also be written on the relevant aircraft in accordance with this example. Additionally OGM logo will be embroidered.

The contractor will be responsible for their production and related costs.

17. QUESTION

Article 9.2.2. "VHF-FM Radio"

"a) It shall operate in the VHF-FM radio 34-36 Mhz frequency band range and will be adjustable in 12.5 Khz increments.

b) If the radio integrated into the aircraft does not have this feature, these requirements can be met with an additional radio (portable); however, in such cases, the radio antenna must be capable of allowing communication at all stages of flight and must be integrated into the aircraft intercom system."

- Will it be possible to use a portable (non-integrated) 34-36 MHz radio? Installation of an integrated system would require a lengthy and costly modification. Besides, in our understanding the negotiations via this radio station are conducted from the ground in Turkish, therefore the radio station can be portable. Please provide the models of radios used in the past years under similar contracts?

- We suggest using a portable (non-integrated) 34-36 MHz radio. Installation of an integrated system would involve a lengthy (more than two years), costly development of STC, approval by the aircraft designer and subsequent integration into the aircraft. It would be helpful if you could provide us the names of models of radios used in the past years under similar contracts.

- Can we use a "handy" radio to be used only by the rear observer in the 2-seat planes? No installation on aircraft (no antennas, or power supply). Will you provide this radio?

17. ANSWER

We revised this Article for eliminating of antenna integration obligation.

Article 9.2.2. b) has been revised as follows: *"b) If the radio integrated into the aircraft does not have this feature, these requirements can be met with an additional radio (portable); however, in such cases, the radio antenna must be capable of allowing communication at all stages of flight and should be integrated into the aircraft intercom system."*

Please check the attached amendment v.1

So, you can use a handy radio at any stage of the flight, provided that it does not disrupt communication.

All radios will be provided by the Contractor. Generally our units use TPL (DM3G) model mobile radios. Equilent model of radios which can provide contract terms will be accepted. Radios shall consist of mobile antenna and bluetooth headset for operator.

18. QUESTION

Article 9.2.4. "Navigation System"

a) The aircraft will have a GPS with an external antenna, powered by the aircraft's electrical system, fixed to a location visible to all Flight Crew, including the Observer Pilot."

- Can a portable GPS-receiver be used?

- Our observer pilot will only be in charge of communications during firefighting operations. Will a portable GPS device be sufficient?

18. ANSWER

This clause is quite clear. No changes will be made.

For observer pilots a portable device is sufficient.

19. QUESTION

Article 9.2.5. *“Transponder:*

a) The transponder will have Mode C capability, which sends altitude information in addition to the basic features. It will also meet Mode S requirements.”

Will a transponder operating only in C be acceptable?

19. ANSWER

“It will also meet Mode S requirements” phrase is removed and amendment is published as Article 9.2.5. a) “a) The transponder will have Mode C capability, which sends altitude information in addition to the basic features.”

Please check the attached amendment v.2

20. QUESTION

Article 9.2.8. *“Flight Tracking and Image Transmission (camera) System*

a) The system will have a hybrid structure that can operate on GSM and satellite basis, and will be capable of transferring flight tracking data, telemetry data and image data from the aircraft camera to the Administration's existing systems.

b) The camera system will be integrated into the systems used by the Administration and will have the DC-Y6C16WRX-12MP model or equivalent features used by the Administration in order to ensure technological standardization and will be fixed or portable integrated into the aircraft with all its accessories (DR-6308PM model or equivalent hard disk).

c) For image and data transfer, Ethernet/IP-based interfaces or software-defined communication protocols will be used, and the system will have data transmission system permissions and protocols.”

• What models of equipment were used in previous years? It is necessary to synchronize the equipment on the aircraft with the ground complex, therefore please advise on the characteristics and models of ground equipment. What should the video camera record?

• We kindly ask you to delete the requirement for satellite transmission of data, since the satellite data transmission would involve a lengthy (more than two years), costly development of STC, approval by the aircraft designer and costly integration into the aircraft. To our understanding GSM transmission will be sufficient.

• These requirements have been approved by the helicopter manufacturers, and an STC (Supplemental Type Certificate) and the Component Type Certificate for additional components must be obtained for installation on the helicopters. Obtaining the STC is a lengthy process, and due to time constraints, it may not be possible to install these devices. Therefore, it would be appropriate to remove this clause.

• Flight tracking is available on demand, but it works only satellite. Image transmission unavailable or available only with systems previously installed by Air Tractors.

20. ANSWER

It is expected that required solutions shall be developed by Contractors. Portable solutions other than STC or CTC will also be accepted. You should also take in consideration that during the contract period all aircrafts will have the privileges of state aircraft statue. According to the Article, you have to provide integration solutions to the Administrative systems as well.

Contractor will provide satellite-GSM based flight tracking system. Image transmission can be done by satellite-GSM unit. Past experiences show that even GSM based systems able to transfer the images.

21. QUESTION

Article 9.3. *“Aircraft Telemetry System*

9.3.1. The system will work integrated with Flight Tracking and Image Transfer systems.

9.3.2. The system will enable the following events of the fire extinguishing flight operation to be transferred to the Administration's existing systems.

a) Aircraft on ground/air event data,

b) Water scooping point (coordinate) event data

c) Water drop point (coordinate, AGL height, speed) event data

ç) Amount of water carried in kilograms event data”

- Please advise on the equipment models used in previous years for similar contracts?
- At this time there exists no aircraft integrated telemetry system for Mi8 aircraft. Development and approval of documentation for integration of the required system, by the aircraft manufacturer and relevant authorities will take 2 or more years to complete. Therefore we suggest excluding this requirement and replacing it with an autonomous (portable) system, which will provide for the flight tracking and image transfer via GSM, without transmitting the telemetry data. Please advise on the model and parameters of the Administration's existing systems which will receive the transmitted data (flight tracking and image transfer). Hoping for your ending as the changes suggested above would be much more cost-efficient and at the same time effective
- These requirements have been approved by the helicopter manufacturers, and an STC (Supplemental Type Certificate) and the Component Type Certificate for additional components are required for installation on the helicopters. Obtaining the STC is a lengthy process, and due to time constraints, it may not be possible to install these devices. Therefore, it would be appropriate to remove this clause from the mandatory requirements.

21. ANSWER

It is expected that required solutions shall be developed by Contractors. Portable solutions other than STC or CTC will also be accepted. You should also take in consideration that during the contract period all aircrafts will have the privileges of state aircraft statue. According to the Article, you have to provide integration solutions to the Administrative systems as well.

Article 9.3.2. ç) has been revised as follows:

"(optional, strongly recommended)" phrase is added to the article.

Please check the attached amendment v.1

22. QUESTION

Article 9.4. “Water Carrying System”

We suggest approving the use of slings (ropes) certified by the aviation authorities of the Operator's country. These are Kevlar slings, which have proven their reliability in practice. Is it possible to use standard weight measuring devices installed on the external sling to control the amount of transported water? There are no water-discharging devices equipped with the devices providing control of transported water. Official representatives of the Bambi basket manufacturer do not confirm the existence of the requested system. Please confirm that visual control on board will be sufficient.

22. ANSWER

Only the rope specified in Article 9.4.2 shall be used. In regarding to the telemetry system It is expected that required solutions shall be developed by Contractors. Portable solutions other than STC or CTC will also be accepted. You should also take in consideration that during the contract period all aircrafts will have the privileges of state aircraft statue. According to the Article, you have to provide integration solutions to the Administrative systems as well.

23. QUESTION

Article 9.4.2. “The rope to be used in external basket systems will be synthetic ultra-high molecular weight polyethylene (UHMWPE) and the rope length will be 150 feet, consisting of 3 pieces of at least 50 feet in length and adjustable.” The ropes used for firefighting activities on the relevant helicopter must be

the ropes specified in the Flight Manual for the Water Carrying System. Additionally, the rope length is determined by the Aircraft Captain to ensure the most effective and safe firefighting intervention, and it is not mandatory to adhere to a specific length.

23. ANSWER

We revised this Article as the rope length shall be between 50 feet – 100 feet.

Article 9.4.2. has been revised as follows: *“The rope to be used in external basket systems will be synthetic ultra-high molecular weight polyethylene (UHMWPE) and the rope length shall be between 50 feet-150 feet.”*

Please check the attached amendment v.1

24. QUESTION

Article 10.2.1. *“Flight Time Limits*

b) Flight hours will be calculated according to the time between the moment aircraft airborne and the moment the engine is shutdown at the end of the flight in the helicopter / the time between the moment they first start moving for taxi and the moment they touch down on the runway during the final landing (air time) in the aircraft and the Flight Time will be recorded in decimal hours (rounded to one decimal place). Flight times will be confirmed by the Administration Representative from the flight hour indicator on the aircraft.”

We suggest that the flight hours shall be calculated in compliance with ICAO Annex 6 Part III — International Operations — Helicopters: Flight time — helicopters. The total time from the moment a helicopter’s rotor blades start turning until the moment the helicopter finally comes to rest at the end of the flight, and the rotor blades are stopped.

24. ANSWER

Only airplane flight time limits have been changed.

Article 10.2.1. b) has been revised as follows: *“Flight hours will be calculated according to the time between the moment aircraft airborne and the moment the engine is shutdown at the end of the flight in the helicopter / the time between the moment they first start moving for taxi and the engine shutdown moment in the airplane and the Flight Time will be recorded in decimal hours (rounded to one decimal place). Flight times will be confirmed by the Administration Representative from the flight hour indicator on the aircraft.”*

Please check the attached amendment v.1

25. QUESTION

Article 10.2.1. c) *“Flight Crew Flight Time will not exceed 8 hours per day. In cases where there are flights made by the Administration for the sole purpose of aircraft relocation other than fire duty, this period will be 10 hours per day.”*

We understand that extending 8 hours to 10 hours of flight is only for relocation (i.e. operation in a remote country) and there are no firefighting hours involved.

25. ANSWER

Only flight time limitations is advisory item for purpose of flight safety and not a mandatory item.

26. QUESTION

Article 10.2.2. *“Duty Time Limits”*

b) The transfer time between the deployment location and the accommodation location for departure and arrival shall be counted as a maximum of 30 minutes for each direction.”

e) The Contractor shall be responsible for keeping a reserve pilot ready in place of the pilots who cannot perform their duties due to rest.

f) *In order to prevent the fire operation from being disrupted in the event of ongoing major fires, Administration is authorized to increase the duty period up to 2 hours and to reduce the rest period up to 2 hours.*”

- **Since the accommodation and transfer are provided by the Administration, if the actual transfer time is longer we suggest the actual transfer times to be calculated.**
- **Mission limits must be regulated within the framework of the rules established by the Aviation Authority of the country to which the aircraft operator is affiliated. The Contractor is required to take all necessary measures to perform flight duties for fires that may occur within the 14-hour daily standby period stipulated by the Administration.**
- **Please define “in place”, does in mean in the base or in the hotel, near to the base? Please note exemptions for “out of main base operations”- Our regulation asks for a minimum rest of 10,5 hours between duties.**

26. ANSWER

Transfer times will be planned by the Administration not to exceed 30 minutes.

This clause is quite clear. No changes will be made.

In place means of replacement pilots. There will not be interruption due to pilot duty limits in any phase of duty period. The contractor is responsible planning according to the contract terms.

27. QUESTION

Article 10.3. “Inappropriate Behavior”

Can you provide the document containing the criteria and/or examples of such behavior?

27. ANSWER

Inappropriate personel will be defined with written reports and records. Administrative has right to evaluate reported inappropriate situation according to the Turkish laws, agency regulations. General accepted public and society rules also will be taken into consideration for evaluation of inappropriate conditions.

28. QUESTION

Article 10.3.2. “During the contract period, personnel with low performance, who cannot adapt, who violate flight safety rules, or who are unwilling will be replaced.”

Please specify “cannot adapt” and unwilling”. How is performance assessed? If a pilot refuses a mission that is unsafe, this cannot be held against him.

28. ANSWER

If the pilot does not fully carry out the tasks assigned by the authority due to flight safety, they are required to prove and written report the issue of flight safety to the authority.

The important point in this article is the principle that the instructions given by the authority shall be carried out in accordance with flight safety regulations.

29. QUESTION

Article 10.3.4. “Inappropriate personnel reported in writing by the Administration will be replaced within 24 hours.”

- **The non-compliant personnel, as notified in writing by the Administration, will be replaced within a maximum of 10 days.**
- **Please define what constitutes inappropriate personnel. For what violations must they be reported?**

29. ANSWER

If a situation of non-compliance arises and the Administration requests the removal of this personnel from their contractual duties, it is expected that the personnel will leave their duty station within 24

hours. Therefore, the Contractor will be responsible for taking measures to ensure that the tasks are not disrupted.

Inappropriate personel will be defined with written reports and records. Administrative has right to evaluate reported inappropriate situation according to the Turkish laws, agency regulations. General accepted public and society rules also will be taken into consideration for evaluation of inappropriate conditions.

30. QUESTION

Article 10.4.1. *“Pilots who are planned to participate in fire operations will participate in “Aerial Firefighting Standardization Training” through one of the methods (interactive or face-to-face) to be determined by the Administration.”*

Where will training take place? When will training take place? Language of the training? Who needs to be in the training, pilots or also observer pilots? Who will cover these costs if any?

30. ANSWER

“Aerial Firefighting Standardization Training” will be held online or if physically it will be most probably face-to-face in Antalya/TÜRKIYE after beginning of duty period. Time and location will be decided by Administration.

The language of the training will be English.

Pilots and Obersver pilots are expected to join the training.

There will not be any cost for training.

31. QUESTION

Article 10.5.1. *“Flight crews must use the following personal protective equipment during flight.*

a) Flying helmet

b) Flying suit and apparatus (It will have the qualifications and institutional characteristics determined by the Administration)”

What’s meant by the surface flight vest for surface flight operations? Please clarify “apparatus” and “Surface flight vest”. Please, also consider that the Operators do have their own established uniforms for pilots.

Please define “apparatus” and “flight vest for surface flight ops”

31. ANSWER

This clause is quite clear. No changes will be made.

32. QUESTION

Article 11.1.2. *“A maximum of 2 (two) maintenance day shall be granted to the aircraft for each calendar month in order to perform planned maintenance. These days will not be paid.”*

A maximum of 4 (four) days of paid leave will be granted for each calendar month to allow for the scheduled maintenance of the aircraft.

32. ANSWER

If the contractor prepares the maintenance and logistics plan properly, based on our past experiences, two days is quite sufficient for maintenance.

33. QUESTION

Article 11.1.6. *“The maintenance plans of the aircraft shall be notified to the Administration at least 48 hours in advance and a maintenance leave record shall be created interactively via the Forest Information System (ORBIS).”*

Article 11.1.8. *“The completion of the maintenance activity and the readiness of the aircraft for duty will be notified to the Administration and the maintenance permission record will be closed interactively through the Forest Information System (ORBIS).”*

Who will be responsible for entering data into ORBIS? Will the operator's representative/site manager be granted access to ORBIS for these purposes?

33. ANSWER

Contractor Representative will be responsible for entering data into ORBIS. The contractor representative will be authorized to log in to ORBIS.

34. QUESTION

Article 11.2.5. *"The Contractor will be entitled to a maximum of 2 (two) fault recovery attempts per day."*
What are the conditions for gaining the second right for repair in case of a malfunction within the same day?

34. ANSWER

When the first malfunction occurs during the day, the contractor shall create a malfunction record via ORBIS. Following the repair of the malfunction within 3 hours and the closure of the ORBIS record, if a malfunction occurs again during a flight after the aircraft becomes operational, a new 3-hour repair period is granted. The malfunction and repair processes will be monitored by the Administration's Representatives. In the case of misleading malfunction reports, penal actions will be applied in accordance with Article 17.6.5. of the Draft Contract.

35. QUESTION

Article 11.4.1. *"The contractor may bring additional aircraft to be kept ready within the scope of the contract."*

Will the expenses covered by the Administration also apply to the replacement aircraft?

35. ANSWER

The expenses specified in the Draft Contract for the operation of the primary aircraft and covered by the Administration will also apply to the replacement aircraft.

36. QUESTION

Article 11.4.4. *"The replacement aircrafts will be used in case of below situations.*

a) Instead of aircraft that are not covered by the fixed payment scope,

b) Additional flight missions upon Administration's request"

Additional flight missions will require additional crew and other relevant arrangements and fixed costs. Will the Administration cover these expenses?

36. ANSWER

Expenses required for additional crew will be covered by the contractor.

37. QUESTION

Article 13.1.1. *"At aircraft Operational Main Deployment locations, the following facilities will be provided by the Administration.*

b) Resting room (for sleeping) for maximum 2 people with shower and toilet facilities."

Does this mean that the resting rooms will be provided to all operator's personnel, and the number of people per one room will not exceed 2? If not, why only for two people?

37. ANSWER

There will be planning for one room for every two operator's personnel. There will be enough rooms for all personnel.

38. QUESTION

Article 13.2. *“Accommodation, Catering and Transfer”*

Does this requirement cover the accommodation, meals and transfer at all main bases or only in cases the crew will stay overnight away from the main operations base? Who is responsible for the accommodation, meals and transfer at the main bases? How will the meals be provided?

38. ANSWER

The Administration will be responsible for accommodation, meals and transfers at the main and temporary bases.

39. QUESTION

Article 13.2.1. *“The crew's overnight accommodation, food and transfer during the duty period will be provided by the Administration. The accommodation to be provided by the Administration will only cover the crew in the unit price offer schedule and the maximum number of crew will be specified in the offered sections.”*

Please clarify the parameters of the accommodations at the main base similar to 13.2.2. will they also be hotels with at least 4-star rating? How will domestic services (e.g. laundry services) be provided?

39. ANSWER

This clause is quite clear.

40. QUESTION

Article 13.2.2. *“An arrangement will be made for one personnel to stay in an air-conditioned room for overnight accommodation and a minimum of 4-star or equivalent quality hotel will be selected. However, if there is no 4-star hotel at the helicopter deployment location (main or temporary), other accommodation options will be considered, with priority given to the highest star hotels.”*

- **How will domestic services (e.g. laundry services) be provided when accommodated away from the main base? Please, clarify the term “one personnel”**
- **It would be appropriate to make this unfair situation the same in both tender conditions.**

40. ANSWER

Domestic services will be provided by hotels.

"one personnel" meaning is a room for per person.

The three tender documents have been created independently and according to their own conditions. It is not correct to compare them with each other. While there are common provisions, there are also different conditions present.

41. QUESTION

Article 13.3. *“Fuel Charge Service.”*

Our aircraft cannot refuel out of airport. We understand these clauses don't apply.

41. ANSWER

These articles will not apply to aircraft stationed at the airport.

42. QUESTION

Article 13.3.3. *“If the fuel is found to be unsuitable during the pre-flight checks under the responsibility of the Flight Crew, the non-compliance will be recorded by the Flight Crew and the Administration Representative and a sample will be submitted to the Administration authorities for examination. If the fuel is found to be suitable during the inspections to be carried out as a result of the Administration, penalties will be applied to the flight duties not performed for this reason.”*

In case the fuel defect is detected by certified equipment/fuel test kits, and not on the basis of visual inspection of the crew only, there should be no additional claims of the Administration after reanalyzing the fuel. Since, in this case, the fuel defect will be fixed objectively. Will an alternative

fueling be organized on the same day in case of unsuitable fuel? Please, confirm that the fuel will be delivered by the certified fuel carriers?

42. ANSWER

Fuel quality will be determined by fuel test kits. In cases where there is doubt that the test kits are giving accurate results, fuel tests will be performed in a laboratory environment. In case of unsuitable fuel, alternative fuel supply will be organised on the same day.

43. QUESTION

Article 13.3.3. *“At all locations outside the airport, there will be one fuel supply tanker with a minimum capacity of 10 tons and no older than 10 years. Fuel tankers will be kept operational at all times and in appropriate condition at sunrise, and filled with at least 5,000 liters of fuel for the light/medium class category and 10,000 liters of fuel for the heavy class category.”*

Outside of the airspace, there will be at least one fuel supply tanker with a minimum capacity of 10 tons, suitable for fuel transport and refueling standards, at all designated locations. The fuel tankers will be operational at all times and will be kept fully stocked with 5,000 liters of fuel for light/medium class categories and 10,000 liters for heavy class categories, ready at sunrise.

43. ANSWER

The age requirement has been removed from this article.

Article 13.3.3 revised as follows: “At all locations outside the airport, there will be one fuel supply tanker with a minimum capacity of 10 tons. Fuel tankers will be kept operational at all times and in appropriate condition at sunrise, and filled with at least 5,000 liters of fuel for the light/medium class category and 10,000 liters of fuel for the heavy class category.”

Please check the attached amendment v.1