

## Questions and Answers ;Tender EU/38/ RT/ZZ/2025

24.09.2025 ;03.10.2025

1. **Offer validity period** - we suggest that it should be 30 days instead of 120 days.  
**BCT: due to the deadline needed to evaluate the offers received under the EU project and the time needed to sign the Agreement with the selected supplier, it is necessary to maintain the price from the offer for 120 days. We assess this deadline as the maximum needed for the final decision on the selection of the supplier. The required tender deposit should also be valid for 4 months from the date of submission of the bid.**
2. **Collection of semi-trailers** - we suggest that it takes place at the bidder's headquarters, no later than 7 days from the moment of reporting readiness for collection.  
**BCT: The Contractor undertakes to deliver the subject matter of the contract to the place indicated by the Purchaser, i.e. Gdynia, 60 Kwiatkowskiego St. Under the terms of DAP Incoterms 2020.**

Clarification of the question from the bidder: we do not question the obligation to deliver semi-trailers to Gdynia under the terms of DAP Incoterms 2020. Our attention was only about the possibility of technical acceptance - we suggest that it takes place before shipment. This would allow the equipment to be checked in advance by your representatives, and the delivery to Gdynia would remain on the side of the Contractor. The intention is; that such acceptance at the Contractor's headquarters should be binding, and the subsequent delivery to Gdynia and "formal acceptance" on the spot could not be the basis for questioning the technical condition of the semi-trailers again.

**BCT – allows for the initial technical acceptance at the registered office of the selected Contractor.**

3. **Payment Terms:** proposal to change ?  
20% of the deposit after signing the contract,  
internal collection at place  
shipment of trailers to Gdynia along with the final invoice, which we plan to submit to factoring.  
**BCT: The terms of payment described in paragraph 4 of the Agreement, due to settlements and refunds of payments with EU authorities are not subject to change. In addition, they are more advantageous than the proposed ones.**

**Clarification Questions :Payment terms.**We accept 10% deposit after signing the contract. The remaining part of the payment would be settled on the basis of the final invoice issued after the technical acceptance at our headquarters on the day of shipment of the semi-trailers to Gdynia. We also ask you to clarify the issue of retaining the last 5% until the end of the warranty period - how exactly do you see the mechanism of this solution in practice?

**BCT – agrees to change the payment terms described in paragraph 4 of the draft Agreement; BCT allows these conditions to be changed to 10% of the payment after signing the Agreement and to 90% after signing the acceptance protocol by DT BCT; However, the condition for payment of 90% is still the submission of a document: Guarantee of Due Performance of the Agreement (to cover any claims under the guarantee) amounting to 10% of the Total Purchase Price of the Equipment in the form of a Bank or Insurance Guarantee.**

4. **Guarantee of return of the advance** payment - the subscription in its current form is unacceptable to us. Please consider waiving this requirement.  
**BCT : Please provide details on what specifically is bothering you from these records.**

5. **With regard to point VIII point 1e of the Terms of Reference** - we understand that the purpose is to confirm the Contractor's experience. On our part, we can present a list of deliveries, but indicating the value of contracts and the number of pieces at the same time is too far-reaching interference with commercial data for us. That's why we suggest that we can demonstrate experience based on one of these criteria – the number of units or the value of deliveries.

**BCT : Accepts experience by providing a list with the number of pieces from the last 3 years before the deadline for submission of tenders (and if the period of operation is shorter – within this period) confirming the due performance of the delivery in the amount of at least twenty (20) pieces of equipment per year corresponding in its type to the delivery being the subject of the contract. Along with confirmation of the due performance of the service (the proof may be references or other documents confirming the proper performance of the service).**

6. As a rule, in-house trailers are not subject to TDT acceptance – please let me know if there is any reason for this?

**BCT : Confirms that TDT for trailers is not required.**

**7. Tender validity period: We understand your argumentation regarding the time needed to evaluate the offers and sign the contract. From our perspective, however, 120 days is a very long period, especially in the context of dynamic changes in the prices of materials and production costs (e.g. steel).**

We propose a compromise solution: the offer is valid for 30 days, with the possibility of extending it at our request or with our consent. At the same time, we reserve the right to modify the terms and conditions (including the price) if necessary in the event of significant market changes that would affect the execution of the order.

**BCT – proposal to change the conditions of participation, regarding the validity of the offer and the term of the BID BOND = 60 days**

- 8 . Terms of Reference - Chapter VI, point 2b point 1.

Will it be sufficient to provide the Profit and Loss Account for the previous 3 financial years?

**BCT – confirms, the Profit and Loss account will be sufficient.**

