

Questions & Answers : Tender EU/35/Ro-Ro/ZZ/2025

August 13, 2025

1. For 2.9.6, does the Ordering Party allow for the lack of a sun visor in the window on the right side of the driver's seat?

BCT: BCT Accepts

2. Does 2.7.2 allow for a solution in which the tractor is capable of towing a load with a total weight of 8000 kg using standard towing attachments located at the rear of the tractor?

BCT: BCT does not accept

3. For 2.9.11, does the Ordering Party allow for the lack of a tachometer? It is not required due to the lack of registration and driving on public roads.

BCT: BCT Accepts

4. Does the Ordering Party allow for the lack of a driver's panel lighting dimmer?

BCT: BCT does not accept

5. Does the Ordering Party allow the lack of PTO control via a switch?

BCT: Please provide the solution

6. In point 3.1.3. The Ordering Party expects the installation of an additional floodlight LED at the front or at the rear of the cabin?

BCT: Yes, at the rear of the cabin facing the fifth wheel .

7. In clause 4.2.1. does the Ordering Party allow a combined system (steering and lifting) with a priority valve?

BCT: BCT Accepts

8. Does the Ordering Party allow the manufacturer's front logo on the front part of the cabin?

BCT: BCT Accepts

9. Does the Ordering Party allow the response time of the Supplier's service to the Ordering Party's notification not to exceed 48 hours, not including Saturdays, Sundays and public holidays?

BCT: BCT does not accept . IT is about reacting to reports.

10. Does the Ordering Party allow not to paint the wheel rims in RAL 9016 ? In this place, does the Ordering Party allow wheel rims delivered in a standard silver color?

BCT: BCT Accepts

11. How many operating hours does the Ordering Party envisage per year for Ro-Ro 4x4 terminal tractors?

BCT: on average 2500Mth

12. In point 8.1, does the Ordering Party allow for a solution in which the factory diagnostic device for communication with ECM and TCM modules is a control panel mounted in the driver's cabin? It has the first and second level of diagnostics for diagnostics of the aforementioned modules and it is the manufacturer's factory solution.

BCT: BCT Accepts

13. For 4.1.1(a), 4.1.2(b), 4.1.3(b) – does the Ordering Party allow for a situation in which the contractor resigns from advance payments, thus does not establish a bank guarantee for the payment of the advance payment, what will be the procedure then, will it mean that the seller will breach the terms of the contract and will it require an amendment to the contract, or will a unilateral written statement of the seller signed by persons authorized to represent the contract?

BCT : BCT does not accept .No changes to paragraph 4 of the Agreement are allowed. An advance payment and a bank guarantee are required due to EU co-financing.

14. For 4.1.4 and 14.5 – is the guarantee security a performance bond or an additional security for the benefit of the buyer, independent of the performance bond, referred to in the Terms of Reference, item XX entitled REQUIREMENTS FOR THE PERFORMANCE BOND?

BCT: The performance bond applies to the period after the receipt of the equipment by the buyer. This is a necessary condition for the payment of the last installment from paragraph 4 regarding payments. The warranty security for advance payments is independent of the above and protects the Buyer in the event of non-delivery.

15. For 8.6 – for what purpose is the seller to transfer the copyrights and what rights to the copy of the documentation, does the buyer intend to make changes to the copy of this documentation, or did he mean the transfer of ownership rights to the media on which the documentation was recorded, in particular in a situation where the changes in the documentation, in accordance with the paragraph, are made by the seller?

BCT: Applies only to the ownership of the media, not to changes in the technical documentation.

16. For 116.3 and 13.1 – where is the attachment (without the number) according to which the acceptance tests should be carried out, as well as who determines them – the seller or the buyer? This attachment is also missing from the list of attachments. In addition, please specify whether the seller is also to cover costs such as: flights, accommodation, meals, etc. the person representing the buyer during the tests referred to in point 116.3?

The seller should prepare the Technical Acceptance Checklist.

All costs related to the agreement be covered by the chosen Supplier.

17. For 2.9.9, does the Ordering Party allow a side mirror with a visibility of 350x175, which also provides a clear view on both sides of the connected terminal trailer?

BCT: BCT Accepts

18. In point 14.5 of the model framework agreement, it is indicated that "In order to secure any claims of the Buyer for improper performance of the agreement, including contractual penalties, or failure to perform warranty repairs, the Seller shall submit, until the date of conclusion of the agreement, security in the form of an irrevocable, unconditional and payable on first demand, bank or insurance guarantee, valid for the entire term of the agreement and the guarantee period in the amount of 10% of the Total Purchase Price." and thus it was indicated that the security should be provided in the form of a bank or insurance guarantee, while in the Terms of Reference, item XX entitled REQUIREMENTS FOR PERFORMANCE BONDING – point 3 indicated as the form of providing security: "The security may be provided at the Contractor's choice in one or more of the following forms: a. money; bank guarantees or sureties of a cooperative savings and credit union, with the exception that the credit union's obligation is always a monetary obligation; b. bank guarantees; c. insurance guarantees; d. sureties granted by entities referred to in Article 6b(5)(2) of the Act of 9 November 2000 on the establishment of the Polish Agency for Enterprise Development.", which means that these provisions are inconsistent, can the Contracting Authority remove this inconsistency in these documents?

BCT: The points regarding the Performance Bond are as consistent as possible. The provision in the Terms of Reference in point XX indicates that the selected Contractor will decide on the form of submission of such BOND and in the draft in the frame Agreement indicates the two/2/ most common forms for the warranty used by chosen Supplier.

19. In the template of the advance payment guarantee – attachment 1, please explain what drawings the Ordering Party has in mind, in addition, please correctly indicate the time by which all claims are to be submitted by the buyer, because currently the template contains the following provision: "before 4:00 p.m.", which means that the date after which the advance payment guarantee becomes invalid is not correctly indicated.

BCT : In English, the word "drawing" , i.e. the payment of a partial or full guarantee amount by the Guarantee Beneficiary.

/This is a translation error/.

The record for 16.00 means in practice "until the end of the business day" on which banks operate.

20. In order to secure any claims of the Ordering Party for improper performance of the contract, including contractual penalties, or failure to perform warranty repairs by the Seller, who is to submit by the date of conclusion of the contract, a security in the form of an irrevocable, unconditional and payable on first demand, bank or insurance guarantee, valid for the entire term of the agreement and the guarantee period in the amount of 5% of the Total Purchase Price?

BCT: The warranty applies to the period after the receipt of the equipment by Ordering Party for the period of the guarantee presented by the bid in the amount of 10% of the contract value.