

## Questions & Answers: Tender 25 Ton FL EU/39/2025

12.09.2025; 18.09.2025

### 10. Załącznik 6 Warunki Ogólne dla Sprzętu SIWZ Układarka 25 T EU\_39\_2025

1. Appendix no. 6 in the proceedings is not available in Polish. Will it be prepared by you in Polish?  
**BCT: Appendix No. 6 will be available only in English.**
2. "Except as hereinafter mentioned the Contractor shall be liable for and shall indemnify the Purchaser against all claims in respect of personal injury or death or in respect of loss of or damage to any third-party property (other than property forming part of the Works not yet taken over) to the extent caused by Contractor's negligent execution of the Works whilst the Contractor has responsibility for the care thereof and against all demands, costs, charges and expenses arising in connection therewith. The Contractor shall not be liable under this sub-clause for, and the Purchaser shall indemnify him from and against, any claims in relation to death or personal injury or loss of or damage to property to the extent that the same is caused by any of the Purchaser's Risks and in the case of damage to property to the further extent that the damage is an inevitable consequence of the execution of the Works.

Explanation: Supplier indemnifies on a negligence basis for personal injury or death or damage to third-party property only. General tort law covers property damage caused to BCT."

**BCT: The Contract is subject to Polish law and Polish legal system. In case of discrepancy the Contract has precedence over general terms. Therefore BCT could agree that Seller's (Contractor's) liability for damages caused to third persons shall be subject to regulations provided for by Polish Civil Code.**

3. "Schedule 4 - Form of Insurance Requirements Par 2 - Marine Cargo Insurance"
  - Sum Insured: Not less than 100% of the replacement value of all property being shipped.
  - Limit Per Shipment: Not less than 100% of the replacement value of the highest value shipment.
  - Explanation: Supplier rejects over-insuring the property.

**BCT: Required scope of Seller's insurance is provided for in Article 24 of Frame Agreement. BCT could agree to add provision that Article 24 of the Frame Agreement is the exclusive obligation regarding Seller's insurance required by the Buyer.**

### 9. Załącznik 5 Specyfikacja Techniczna (Technical Specification) SIWZ Układarka 25 T EU\_39\_2025

4. "Defect Liability Period (DLP) - please advise how should we understand 5 years structure and 5 years painting, galvanizing warranty? Eventual failures of steel structure are not always due

to materials used or manufacturing or design but due to operating the equipment. Painting/galvanizing can be scratched/damaged and rust can appear without our control. Also please indicate basic machine warranty in running hours within 2 first years as an alternative and as per industry standards (for example 2 years or 4.000 running hours whichever occurs first)"

**BCT: We understand it as liability for manufacturing defects not resulting from the correct operation of the device. 2 years warranty required, average 3000 hrs/year**

**Clarification of the answer:**

**In accordance with paragraph IV of the Terms of Reference, point 5, the basic requirements for the guarantee have been defined:**

I.e.: The Ordering Party requires the Contractor to provide a warranty for the delivered equipment

1. warranty period of at least 2 years and elements after technical acceptance,
2. warranty period of at least 1 year for parts repaired // replaced during the warranty period,
3. warranty period of at least 5 years for the paint coating of each piece of equipment
4. warranty period of at least 5 years for the steel structure of each piece of equipment
5. Warranty period of at least 5 years for the galvanizing system of each piece of equipment
6. software update during the warranty period after technical acceptance of the hardware.

**In addition, the length of the Warranty Period is one of the Supplier Selection Criteria. The submission of an offer with a limitation of the limit of working hours will not meet the requirements of paragraph IV point 5 of the Terms of Reference.**

5. "Others - cameras. We can deliver a machine with 10 inch HD color monitor in cabin + rear obstacle detection sensors build into the rear counterweight to avoid their damage + a 360 degrees 'bird view' cameras system with 4 cameras all around the machine including special pedestrian detection system. Please advise more about this point."

**BCT: Accepts this solution**

6. 2.9.6 - please accept top glass made of polycarbonate material and front glass made of laminated material. Other windows in cabin tempered glass. Standard in this type of equipment with high safety. Please kindly accept. We do also certify the cabin as below:

We hereby certify that the EGO cabin, assembled on above mentioned models, fulfill the requirements in ISO 6055, EN 1726-1 and Impact Test according to ASME B56.1.

Performed test:

- Static test according to ISO6055
- Cube drop test according to ISO6055
- Impact drop test according to EN1726-1, Annex M, equivalent to ASME B56.1.

Also only front, roof and rear window can be equipped with sun visors as side visors are not allowed by EU law.

**BCT: Accepts**

7. 2.9.11 - engine gauge and warning panel - please be advised that 'air pressure' nor 'brake air indicator light' are not possible on a forklift as there are no pneumatic systems on the machine. Please delete.

**BCT: Confirms deletion in case it is not applicable.**

8. 2.9.11 - please be kindly advised 'lights dimmer' is not available, please delete

**BCT: Accepts**

9. 2.9.11 - please be advised that on a modern forklifts there are no separate lights for 'Check Engine Indicator Light' nor for 'Stop Engine Indicator Light'. Machine is equipped with extended CAN-BUS system and proper error codes can pop up on the main display + extra icons for different events. Please delete.

**BCT: Accepts**

10. 2.9.11 - headlight high beam indicator - please be informed that on a forklift drive lights front there is a single LED beam, no high/low. Therefore no high beam indicator is present. Please delete.

**BCT: Accepts**

11. 2.9.11 - there is no extra lights or anything else then sound emitted by reverse warning signal. Please delete.

**BCT: Accepts**

12. 2.9.11 - remote monitoring system can not be deactivate or activated from cabin, that would allow operators to switch it off which is not a target for such system. System operates permanently. Please delete.

**BCT: Accepts**

13. 2.9.11 - if we understand correctly those USB ports need to be power ports for auxiliary electronic devices? 5 V is usually for USB ports. Can those be 'A' type? Please kindly clarify.

**BCT: BCT: Confirms, can be type A**

14. 2.9.11 - cab control panel - hi beam indicator light - same question as in no 22 above.

**BCT: Accepts /Q10/**

15. 2.9.11 - transmission temperature indicator light - as in no 21 above, controlled by CAN-BUS system. Please delete.

**BCT: Accepts /Q9/**

16. 2.9.11 - brake air indicator light - there are no air brakes on a forklift, please delete.

**BCT: Accepts**

17. 2.9.11 - horn - there is no light but an activation button on the operator's joystick, please clarify.

**BCT: Accepts the solution**

18. 2.9.11 - please be informed that on a forklift there is no 'Switch lock and indicator light for active tilt boom system ', please delete

**BCT: Accepts**

19. 2.9.11 - please accept 'Gearshift lever' on the left side of the the steering column + quick direction shift button on a mast lifting electro lever on the console for highest operator's ergonomics

**BCT: Accepts**

20. 2.9.11 - please accept as per long time standards brake pedal both on right and left side of the steering column

**BCT: Accepts**

21. 2.9.11 - please be informed that there is no 'Standard Air Gauge ' on a forklift due to no pneumatic system, please delete

**BCT: Confirms deletion in case it is not applicable.**

22. 2.9.11 - please advise what is meant by 'Forklift Park Control'

**BCT: Parking brake means**

23. 2.9.11 - please be informed that there is no 'PTO/Air PTO control' on a forklift due to no pneumatic system, please delete

**BCT: Confirms deletion in case it is not applicable.**

24. 2.9.11 - warning alarms - High water temperature buzzer, Low coolant level warning light and buzzer , Low engine oil level warning light and buzzer , Low engine oil pressure light and buzzer , Low air pressure light and buzzer (not relevant as per questions above), Low fuel level indicator light and buzzer are all controlled by above mentioned CAN-BUS system with icons on the screen, sound warnings if appropriate and eventual error codes with description in machine manual. Please accept.

**BCT: Accepts**

25. 2.9.11 - point 'All warning alarm indications shall be mounted in the dashboard...' - please be informed as above, there is a single color main display in cabin that informs operator about all the machine current status with warinngs, icons, error codes etc. Please amend requirement accordingly.

**BCT: Accepts**

26. 2.9.13 - space for the radio - there is a decicated space for FM radio on roof level, right hand side that can be used for BCT's radio. Please kindly accept.

**BCT: does not accept, FM radio should stay.**

27. 2.11.1 - please be informed that modern forklift of that size have a fuel diesel tank of app. 375 liters. Please amend requirement accordingly.

**BCT: Accepts**

28. 2.16, 2.16.2 - we unfortunately do not recognise norm EN13568 as relevant for forklifts, please amend requirement.

**BCT: Accepts**

29. 3.1 - electrical system is designed based on requirements of EU Machine Directive, not by Society of Automobile Engineers. Please kindly amend requirement accordingly.

**BCT: Accepts**

30. 3.1.3 - front driving light - same question as no 22 above.

**BCT: Accepts /Q10/**

31. 5.1.2 - please advise what is meant by 'Typical time to first maintenance 10 years.'?

**BCT: Typical time to major repair /overhaul/**

32. 5.1.3 + appendix 2 - please kindly accept wheel rims light grey, this is serial production item and change of color can be a big problem.

**BCT: Accepts**

33. "6.2.1 - please be informed that for a serial product which a forklift is we can not prepare a special quality or completion documents. There is a very detailed production and quality control plan but due to internal procedures and copy rights it is never shared outside. Together with the machine, we deliver CE declaration and also can deliver as per example attached 'Machine quality declaration'. That is more than enough to fulfill delivery and quality requirements together with ISO9001 certificate of the factory that we can deliver with an offer. Please kindly accept."

**BCT: Accepts**

34. 6.3 - please be informed that we can not share due to intellectual property rights and more information/drawings etc then described in the offer and technical documentations/manuals delivered together with the equipment. Also we are open for BCT's technical inspectors and/or 3rd party inspection as described in the specification to visit our factory during production process to step by step go thru it. Please amend requirement accordingly.

**BCT: Accepts**

35. 6.4 iii) - please be advised that due to intellectual property rights we can not give away outside any more drawings (A4 formats) then in the offer and technical documentation/manuals. Please delete.

**BCT: Accepts**

36. 6.4 iv) - as in previous questions. This is rather for tailored made equipment (ex harbour cranes?) then for a forklift. Please delete

**BCT: Accepts**

37. 6.4 vii) ix) x) - this kind of data is only available for OEM service, therefore it will not be shared outside. Please delete.

**BCT: Accepts**

38. 6.4 viii) - we are very sorry but we do not share outside a list of our company eventual suppliers. All parts for our equipment can be found in spare parts catalogue both offline in printed copy and online in our dedicated tool/platform. Please delete.

**BCT: Accepts**

39. "8.1 i) - there are no separate PC tools needed for maintenance of a forklift. All calibrations and data check can be done via display in cabin. There is access to error codes explanation in technical documentation delivered with the machines. Only external diagnostics (if really needed) is done by diesel engine and transmission manufacturer and BCT has it's separately and own access to it already. Please delete."

**BCT: Accepts**

40. 8.2 - please advise more precisely type and details of requested tools for pricing before the offer is delivered.

**BCT: List of tools according to tech. specifications necessary for inspections and repairs.**

41. Clause 15 - "...the parties' liability under this agreement shall be limited to the amount of actual direct losses suffered by the other party." Proposed Change: "The Seller's total aggregate liability under this Agreement shall in no event exceed 100% of the Total Purchase Price." Comment: Liability is limited to "actual direct losses," with no defined monetary cap. An unlimited liability is uninsurable and commercially unsustainable for any single project. Kalmar proposes an overall liability cap of 100% of Total Purchase Price.

**BCT: The Buyer could accept such limitation of liability e.g. 100% of Total Purchase Price**

42. Clause 6 - "The payment of the contractual penalty does not exclude the Buyer's right to pursue supplementary claims from the Seller on general terms..." Proposed Change: "The contractual penalties specified in this Clause shall be the sole and exclusive remedy for the Buyer in respect of any delay in delivery of the Products." Comment: The primary purpose of agreeing to liquidated damages in advance is to create commercial certainty for both parties. It provides a pre-agreed, reasonable compensation for a specific event (a delay) to avoid future disputes.

**BCT: The Buyer could not accept such limitation of liability.**

43. Clause 16.5 - "The Seller transfers to the Buyer the intellectual property rights to the Documentation...". Proposed Change: "The Seller grants to the Buyer a non-exclusive, non-transferable license to use the Documentation and Software solely for the purpose of operating and maintaining the Equipment." Comment: Your operational need is the ability to use our documentation to run and maintain the equipment. Transferring ownership is commercially unfeasible and goes far beyond the scope of this project. A non-exclusive license is the universal industry standard that grants BCT all the rights you need for successful operation

**BCT: Proposed change is acceptable with amendment "The Seller grants to the Buyer (and Buyer's a non-exclusive, non-transferable license to use the Documentation and Software solely for the purpose of operating and maintaining the Equipment."**

44. Please kindly add additional clause: "If the Seller is in material breach of its obligations, the Buyer shall provide a written notice and the Seller shall have a reasonable period of at least 30 days to remedy such breach. The Buyer may only terminate this Agreement if the breach is not remedied within such period." Comment: Industry standard to include a 30 day period to remedy any material breach.

**BCT: Proposed change is acceptable**

45. Please kindly add additional clause: "The Seller shall have the right to terminate this Agreement with immediate effect upon written notice if the Buyer fails to perform any of its material obligations under this Agreement." Comment: It is reasonable and standard practice that Kalmar has a corresponding right to terminate if the customer fails to meet its material obligations (e.g., failure to pay). This ensures both parties are held to the same standard of performance.

**BCT: : Proposed amendment is acceptable, however additional statement should be added: "If the Buyer is in material breach of its obligations, the Seller shall provide a written notice and the Buyer shall have a reasonable period of at least 30 days to remedy such breach. The Seller may only terminate this Agreement if the breach is not remedied within such period."**

46. Clause 4.3: "...the Buyer shall compensate the Seller for all costs incurred, excluding losses arising as a result of such early termination.". Proposed Change: "...the Buyer shall compensate the Seller for all costs incurred and any losses, including loss of profit, arising as a result of such early termination." Comment: If the contract is terminated due to a customer breach, Kalmar must be made whole financially. This includes not just the direct costs we have already spent, but also the profit we reasonably expected to earn from the project.

**BCT: The Buyer could only accept covering direct costs connected with such termination "...the Buyer shall compensate the Seller for all direct costs incurred, excluding lost profits and consequential losses arising as a result of such early termination."**