

Questions & Answers : Tender EU/36/TT/ZZ/2025

26 Th August 2025; 05 nd September 2025;

1. Does the Ordering Party allow the maximum height of the terminal tractor 3.23 m?
BCT: accepts
2. Does the Ordering Party allow a maximum turning radius of 7.2 m?
BCT accepts
3. Does the Ordering Party allow a minimum height of 795 mm to lift the saddle?
BCT: accepts
4. For point 2.8.3, does the Ordering Party allow for a full load time raising the fifth wheel from the lowest to the highest position not longer than 11 seconds, measured with the tractor stationary in neutral ?
BCT: accepts
5. For 2.9.9 does the Ordering Party allow a side mirror with a visibility of 360x175 which also provides a clear view on both sides of the connected trailer Terminal?
BCT: accepts
6. 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: accepts
7. 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: accepts
8. For 2.9.11, does the Ordering Party allow for the lack of a light informing about the upcoming service? It is not required due to the information appearing thanks to the vehicle telematics in the customer portal.
BCT: accepts
9. For 2.9.11 does the Ordering Party allow for the lack of a light and switch for the 4x4 drive due to the 4x2 drive in the subject of the Order?
BCT: accepts
10. For 2.9.11, does the Ordering Party allow a solution in which instead of locking the fifth-wheel coupling lift switch, the Seller will provide a fifth-wheel coupling lift switch with the "Neutral" function?
BCT: accepts
11. Does the Contracting Authority allow for the inability to control the PTO by means of a switch? The hydraulic pump mounted to the power take-off is controlled automatically by the fifth-wheel hitch lift switch.
BCT: accepts
12. For 2.10.3, does the Ordering Party allow that instead of the reset button, located outside the operator's cabin, allowing the engine to be restarted in order to solve the problem, the Seller will provide a main power switch, located outside the operator's cabin, allowing the engine to be restarted in order to solve the problem?
BCT: accepts

13. For 2.12.1, does the Ordering Party allow an automatic gearbox with a torque converter providing at least 5 "forward" gears and 1 "reverse" gear?
BCT: accepts
14. For 2.13.1, does the Ordering Party allow parabolic springs of the front axle ?
BCT: accepts
15. For 2.15.4, does the Ordering Party allow yellow and red flexible hoses "Susie"?
BCT: accepts
16. For 2.15.5, does the Ordering Party allow the location of the auxiliary air connection on the side of the tractor? E.g. under the entrance step ?
BCT accepts
17. For 2.16.5, does the Ordering Party allow for a solution that the height of the fifth wheel after complete lowering does not exceed 1190 mm? This is due to the tires used and the type of cylinders for the requirements of the Ordering Party.
BCT: accepts
18. For 2.19.1 does the Ordering Party allow front and rear towing devices designed for towing trailers or rolling stock with a total weight of up to 8,000 kg and equipped with towing pins?
BCT: accepts
19. In clause 4.2.1. does the Contracting Authority allow a combined system (control and lifting) with a priority valve?
BCT: accepts
20. For 5.1.3, does the Ordering Party allow the frame (stringers) to be in the serial silver color (zinc-plated) and the front bumper and side covers in RAL 9017 ?
BCT : accepts
21. Does the Ordering Party allow the manufacturer's front logo on the front part of the cabin?
BCT: accepts
22. 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 and Sundays and public holidays?
BCT: We do not accept reactions to reports
23. 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: accepts
24. How many operating hours does the Ordering Party expect for terminal tractors per year?
BCT: 3000 mth average
25. What does the Ordering Party understand as an "active tilt boom system"?
BCT: Possibility of operation of terminal tractors with gooseneck.
26. In point 8.2, 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: accepts

27. For 4.1.1(a), 4.1.2(b), 4.1.3(b) – does the contracting authority 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 : No changes to paragraph 4 of the agreement are allowed. An advance payment and a bank guarantee are required due to EU co-financing.

28. 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.

29. 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.

30. 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?

BCT: The seller should prepare the device acceptance checklist.

All costs related to the contract are covered by the Supplier.

31. In clause 14.5 of the template of the 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 only the selected Contractor will decide on the form of submission of such security; in the draft of the BCT Agreement indicates the two most commonly used forms of collateral submitted by selected Suppliers.

32. In the template of the advance payment guarantee – Appendix 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, in the section on finance, the word "drawing" means drawing, i.e. the payment of a partial or full guarantee amount by the Guarantee Beneficiary.

/This is a translation error/.

The record for 4.00 p.m. means in practice "until the end of the business day" on which banks operate.

33. Is the Ordering Party in order to secure any claims of the Buyer 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 performance bond applies to the period after the receipt of the equipment by the buyer for the period of the guarantee presented by the bidder in the amount of 10% of the contract value.

34. If the manufacturer does not have a solution with an active (hydraulic) fifth wheel tilting mechanism for gooseneck operation, does the Purchaser allow a solution with a fifth wheel tilting mechanism with "gooseneck support", which also ensures safe operation for gooseneck operations without a locking button and a warning light?

BCT: Accepts the proposed solution

Pytania i Odpowiedzi Przetarg EU /TT /36/2025
Questions and Answers EU/TT/36/2025

8.SIWZ TT EU 36_2025 Załącznik 4 Ramowy Wzór Umowy docx

No	Proposed Change	Comment	BCT Comments and answers	BCT Komentarze i Odpowiedzi
1	The Buyer is entitled to charge a contractual penalty for delay in the delivery of the Products. The amount of the contractual penalty will be 0.3% of the Total Purchase Price of the delayed Product for each full week of delay. The total amount of such contractual penalty for the Equipment shall in no event exceed 540% of the Total Purchase Price for the Products delivered late. The payment of the contractual penalty is the Seller's sole liability and the Buyer's sole remedy for delivery delay does not exclude the Buyer's right to pursue supplementary claims from the Seller on general terms, however, it does not release the Seller from the obligation to complete and deliver the Products or from any other obligation under the Agreement.	Liquidated damages shall be available for the delayed products only, not for the whole delivery. LDs shall be Supplier's sole liability for delivery delays as per standard contracting practice.	BCT - cannot accept proposed change due to the fact the project is subject to EU financing	BCT – nie może zaakceptować proponowanej zmiany ze względu na fakt, że projekt podlega finansowaniu ze środków UE.
2	The ownership of the Equipment and the Technical Documentation related thereto will be transferred to the Buyer at the time of Acceptance Collection of the Equipment. The risk of loss or damage to the Equipment and the Technical Documentation related thereto is transferred to the Buyer at the time of Acceptance of the Equipment by the buyer and TDT /if required/.	"Collection" is not a defined term. Propose to transfer ownership at the time of Acceptance.	Change acceptable. Trailers are subject official (TDT) acceptance we could not accept deletion	Zmiana dopuszczalna. Przyczepy podlegają rejestracji w TDT. BCT nie może zaakceptować usunięcia.
3	The Seller agrees to provide insurance coverage against all types of risk during the production, transport and assembly of the Equipment until Acceptance the Buyer and TDT Collection /if required/.	Please see above. Risk shall transfer at the time of Acceptance, since from that point onward BCT is required to insure the equipment.	Change to "acceptance" is acceptable. Trailers are subject official (TDT) acceptance BCT could not accept deletion	Zmiana na „akceptacji” jest dopuszczalna. Przyczepy podlegają rejestracji w TDT.. BCT nie może zaakceptować usunięcia.
4	The parties agree that all Technical Documentation will be provided by the Seller in English and Polish. The Seller retains all intellectual property rights to the Technical Documentation, and licenses to the Buyer the fully paid, non-exclusive rights to use the Technical Documentation for the operation and maintenance of the Products at the Site. transfers the copyright to the copy of the documentation to the Buyer.	Supplier will not transfer ownership of the Technical Documentation, but will provide licence to use it for the operation and maintenance of the products.	Proposed wording: The parties agree that all Technical Documentation will be provided by the Seller in English and Polish. The Seller retains all intellectual property rights to the Technical Documentation, and licenses to the Buyer the fully paid, non-exclusive rights to use the Technical Documentation for the operation and maintenance of the Products within Buyer's organization.	Proponowane brzmienie: Strony zgadzają się, że cała Dokumentacja Techniczna zostanie dostarczona przez Sprzedawcę w języku angielskim i polskim. Sprzedawca zachowuje wszelkie prawa własności intelektualnej do Dokumentacji Technicznej i udziela Kupującemu w pełni opłaconej, licencji niewyłącznej obejmującej prawo do korzystania z Dokumentacji Technicznej w celu obsługi i konserwacji Produktów w ramach organizacji Kupującego.

uszczegółowienie 03.09.2025	BCT Odpowiedź	BCT Answers
W odpowiedziach pojawia się sformułowanie trailers/naczepy przy dopuszczeniu TDT - czy to nie jest błąd?	Tak, to jest błąd piśmienniczy	Yes, it's a typographical error

5	You may request in writing that the design, drawings, and specifications of the Products be made in writing. As soon as reasonably practicable upon receipt of such requests, the Seller shall inform the Buyer in writing which, if any, of the changes it may accept and what amendments, if any, may be necessary as a result of such changes to the terms and conditions of sale contained in this Agreement, including, but not limited to, changes to the price and delivery schedule. If the proposed changes are accepted in writing by the Buyer, then the Seller will make the requested changes to the Products; otherwise, the Seller is not obliged to make any changes.	This sentence does not make sense, please clarify.	Correct translation to English: The Buyer may request in writing that the design, drawings, and specifications of the Products be made in writing. As soon as reasonably practicable upon receipt of such requests, the Seller shall inform the Buyer in writing which, if any, of the changes it may accept and what amendments, if any, may be necessary as a result of such changes to the terms and conditions of sale contained in this Agreement, including, but not limited to, changes to the price and delivery schedule. If the proposed changes are accepted in writing by the Buyer, then the Seller will make the requested changes to the Products; otherwise, the Seller is not obliged to make any changes.	Poprawne tłumaczenie na język angielski: Kupujący może zażądać na piśmie, aby projekt, rysunki i specyfikacje Produktów zostały sporządzone w formie pisemnej. Niezwłocznie po otrzymaniu takich żądań, Sprzedawca poinformuje Kupującego na piśmie, jakie zmiany (jeśli w ogóle) może zaakceptować oraz jakie ewentualne zmiany mogą być konieczne w wyniku takich zmian warunków sprzedaży zawartych w niniejszej Umowie, w tym między innymi zmiany ceny i harmonogramu dostaw. Jeżeli proponowane zmiany zostaną zaakceptowane na piśmie przez Kupującego, Sprzedawca wprowadzi żądane zmiany w Produktach; w przeciwnym razie Sprzedawca nie jest zobowiązany do wprowadzania żadnych zmian.			
6	The acceptance tests will be carried out in accordance with AttachmentThe Seller shall inform the Buyer of the commissioning and testing sufficiently in advance so that the Buyer can send a representative. If there is no representative of the Buyer, a test report will be sent to the Buyer, and it will be accepted as valid. All costs related to the main and stage acceptance are borne by the seller. (costs such as: flights, accommodation, meals, etc.).	Rejected as per Supplier's policy. Unless otherwise agreed, BCT shall pay for their own representative's attendance.	Proposed change: Each party will cover its costs related to the main and stage acceptance are borne by the seller (costs such as: flights, accommodation, meals, etc.).	Proponowana zmiana: Każda ze stron pokryje swoje koszty związane z odbiorem głównym i etapowym, które ponosi Sprzedawca (koszty takie jak: przeloty, zakwaterowanie, wyżywienie itp.).			
7	If the tests show that the Equipment is not in conformity with the Agreement, then the Seller will promptly correct any deficiencies to ensure that the Equipment is in conformity with the Agreement. Then, new tests should be carried out at the request of the Buyer and at the expense of the Seller, and they should be repeated until the Equipment is in conformity with the Agreement and all deficiencies are corrected, unless the deficiency was not of a material nature (did not affect operational efficiency and safety requirements). A list of such insignificant deficiencies should be made, and the Seller is obliged to promptlyimmediately remedy such deficiencies listed on the list.	Immediately is too high a legal standard and not reasonable in most cases.	Proposed change: A list of such insignificant deficiencies should be made, and the Seller is obliged to remedy such deficiencies listed on the list without unnecessary delay.	Proponowana zmiana: Należy sporządzić listę takich uchybień nie mających istotnego charakteru, a Sprzedawca jest zobowiązany do ich usunięcia bez zbędnej zwłoki.			
8	Minor defects that do not adversely affect the safety and operational efficiency of the Equipment and do not prevent the Acceptance Collection of the Equipment. Such defects should be entered on the list as "defect list items" and the Seller is obliged to promptlyimmediately repair any deficiencies listed on the list.	Please see above. "Collection" is not a defined term, and immediately is too high a legal standard.	Change to "acceptance" is acceptable.	Zmiana na „odbiór” jest dopuszczalna.			
9	The Buyer is not entitled to put the Equipment into service or operation before the Acceptance. If the Buyer puts the Equipment into service or operation prior to Acceptance without the Seller's consent, the Equipment will be considered as received and accepted by the Buyer.	Clarifying addition.	Clarification acceptable	Można zaakceptować prponowane doprecyzowanie			

20	Features: please kindly accept cabin without extra hinged seat for the instructor, terminal tractors cabins are not designed for such extra seat	BCT:- does not accept	Cechy: prosimy o akceptację kabiny bez dodatkowego, składanego siedzenia dla instruktora, kabiny ciągników terminalowych nie są zaprojektowane do takiego dodatkowego siedzenia	BCT: Nie akceptuje
21	Features: please kindly advise what kind/type of snow plough and sand spreader BCT is willing to use, then proper mounting and hydraulics can be offered.	BCT:does not apply to terminal tractors	Cechy: prosimy o informację, jakiego rodzaju plugu do odśnieżania i posypywarki piasku firma BCT jest skłonna użyć, a następnie możemy zaoferować odpowiedni montaż i hydraulikę.	BCT: nie dotyczy ciągników terminalowych
22	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 also 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 comes first)	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	Okres Odpowiedzialności za Wady (DLP) – prosimy o wyjaśnienie, jak należy rozumieć 5-letnią gwarancję na konstrukcję oraz 5-letnią gwarancję na malowanie i cynkowanie? Ewentualne awarie konstrukcji stalowej nie zawsze wynikają z użytych materiałów, produkcji czy konstrukcji, ale z eksploatacji sprzętu. Lakier/cynkowanie może ulec zarysowaniu/uszkodzeniu, a rdza może pojawić się również bez naszej kontroli. Prosimy również o podanie podstawowej gwarancji na maszynę w godzinach pracy w ciągu pierwszych 2 lat, jako alternatywę i zgodnie ze standardami branżowymi (na przykład 2 lata lub 4000 godzin pracy, w zależności od tego, co nastąpi wcześniej).	BCT: Rozumiemy jako odpowiedzialność za wady produkcyjne nie wynikające z prawidłowej eksploatacji urządzenia. Wymagana gwarancja 2 lata, średnio ilość godzin pracy wynosi 3000 mth/rok
23	2.9.6 - please kindly accept: Side windows toughened safety glass, tinted green. Roll sun visors, front and rear	BCT: Accepts	2.9.6 - prosimy o akceptację: Szyby boczne z hartowanego szkła bezpiecznego, przyciemniane o zielonym odcieniu. Rolety przeciwsłoneczne z przodu i z tyłu.	BCT: Akceptuje
24	2.15.4 - please kindly amend requirement to 'yellow and red glad hands type' lines as this is typical for terminal tractors rear connectors for trailers.	BCT: Accepts	2.15.4 - Uprzejmie prosimy o zmianę wymagań na przewody "żółte i czerwone typu Glad Hands", ponieważ jest to typowe dla tylnych łączników ciągników terminalowych do przyczep.	BCT: Akceptuje
25	4.1.2 - please kindly amend requirement to min 1.000 mm lift of the boom to work properly with goose neck type trailers and therefore use of 2-stage (not single) hydraulic lifting cylinders. Also to properly serve goose neck and RT trailers as designed for ro-ro tractors active side tilt should be min +/- 10 degrees. Please also amend accordingly.	BCT:- does not accept Please note that the 5th wheel can also be passive with a 3-degree tilt for TT.	4.1.2 - Uprzejmie prosimy o zmianę wymogu na minimalny podnośnik wysięgnika o 1.000 mm, aby działał prawidłowo z przyczepami typu gęsia szyja, a tym samym zastosowanie 2-stopniowych (nie pojedynczych) hydraulicznych siłowników podnoszących. Ponadto, aby prawidłowo obsługiwać przyczepy typu "gęsia szyja" i RT zgodnie z przeznaczeniem do ciągników ro-ro, aktywny przechył boczny powinien wynosić min +/-10 stopni. Prosimy również o odpowiednie zmiany.	BCT:- nie akceptuje Należy pamiętać, że 5-e koło może być również pasywne w TT o przechyle 3 stopnie.
26	5.1.3 - please kindly accept color schematic as below: frame and front rear bumpers including axles - dark grey/black RAL7021 cabin structure orange RAL2009 wheel rims grey RAL9006	BCT: Accept	5.1.3 - Uprzejmie prosimy o zaakceptowanie schematu kolorów jak poniżej: rama i przednie tylne zderzaki wraz z osiami - ciemnoszary/RAL7021 Struktura kabiny pomarańczowy RAL2009 felgi szare RAL9006	BCT: Akceptuje
27	6.2.1 - please be informed that for a serial product which a terminal tractor 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: Accept	6.2.1 - Informujemy, że dla produktu seryjnego, jakim jest ciągnik terminalowy, nie możemy przygotować specjalnej dokumentacji jakościowej lub kompletnej. Istnieje bardzo szczegółowy plan produkcji i kontroli jakości, ale ze względu na wewnętrzne procedury i prawa autorskie nigdy nie jest udostępniany na zewnątrz. Wraz z maszyną dostarczamy deklarację CE, a także możemy dostarczyć zgodnie z załączoną przykładową "Deklaracją jakości maszyny". To więcej niż wystarczająco, aby spełnić wymagania dotyczące dostawy i jakości wraz z certyfikatem fabryki, który możemy dostarczyć wraz z ofertą, ISO9001 możemy. Uprzejmie prosimy o akceptację.	BCT: Akceptuje
28	6.3.4-5-6; 6.3.7 iii) - 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 documents/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: Accept	6.3.4-5-6; 6.3.7 iii) - informujemy, że ze względu na prawa własności intelektualnej nie możemy udostępnić więcej informacji/rysunków itp. niż opisanych w ofercie oraz dokumentacji technicznej/instrukcji dostarczanych wraz z wyposażeniem. Jesteśmy również otwarci na inspektorów technicznych BCT i / lub kontroli strony trzeciej, zgodnie z opisem w specyfikacji, aby odwiedzić naszą fabrykę podczas procesu produkcyjnego, aby krok po kroku przez nią przejść. Prosimy o odpowiednią zmianę wymagań.	BCT: Akceptuje

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