1) Contract Article 8: the laws should be those of the EC, not local ones.

ANSWER 1:

As stated in Art. 2.1 General Conditions state that: „The Special Conditions shall specify the law governing all matters not covered by the contract.”

Article 40.1 of our special conditions state that „Any disputes arising out of or relating to this contract which cannot be settled otherwise shall be referred to the exclusive jurisdiction of Commercial Court in Zagreb, Amruševa 2, Croatia applying the national legislation of the county of Contracting Authority.“. This is in line with tenders launched in the so-called EC decentralised management mode.

2 ) Contract Article 16: confirmed the conditions of carriage because are indicated DDP , but

in Annex IV / D Ex-works. For this reason we believe not sufficient and complete your answer to Step 7

ANSWER 2:

Correct incoterms is Ex-works and Annex IV will be corrected via Corrigendum.

3) Contract Article 26.5 / 31 : The Acceptance Protocol normally occurs during the test at supplier's premises , and there can be no denial then

ANSWER 3:

As stated in Special Conditions Article 31”. The request for provisional acceptance should take place after execution of all contractual obligations (when the supplies have been delivered in accordance with the contract, have satisfactorily passed the required tests and have been commissioned and training has been provided - as the case may be), as specified in the Annex II: technical specifications and at the latest in accordance with the Article 13. The Provisional Acceptance Certificate shall be issued by the Contracting Authority as stipulated in Article 31.1 of the General Conditions.”

4 ) Contract Article 28 : If the deposit is paid late ( up to 45 days) , the date of commencement of construction of the line will be postponed until the arrival on account of that share .

ANSWER 4:

The supplier has 110 days to deliver the equipment. If no advance has been received within 45 days after requesting it (art 28.1 GC), the supplier is entitled to interest payment (art. 28.2 SC).

5) Contract Article 34 we can not accept the conclusion of the contract will be after 12 months, as well as any defect is covered by the warranty.

ANSWER 5:

Article 34 GC is a standard clause for EU-funded supply contracts. It states that the final acceptance is issued only after expiry of the warranty period.

6) Contract Article 35 to this contract there can not be charged any kind of damage

In addition, it is not guaranteed by financial coverage , so we can not provide the line with the percentage of 40% after testing at the premises of the purchaser.

ANSWER 6:

Article 35 GC is a standard clause for EU-funded supply contracts.

Regarding the 40% payment, it is paid upon provisional acceptance which occurs after all contractual obligations are completed in line with art. 31 of the Special Conditions "The request for provisional acceptance should take place after execution of all contractual obligations (when the supplies have been delivered in accordance with the contract, have satisfactorily passed the required tests and have been commissioned and training has been provided"

7) Contract Article 40 the Court of normally competence is in the country of the supplier, or possibly in a third country, which Zurich.

ANSWER 7:

According to Special conditions Article 40.1„Any disputes arising out of or relating to this contract which cannot be settled otherwise shall be referred to the exclusive jurisdiction of Commercial Court in Zagreb, Amruševa 2, Croatia applying the national legislation of the county of Contracting Authority.“

8) in the Criteria for the selection of tenders is only indicated the price. But in Annex IV listed in section 3 the price, and in section 4 the discount: which value then it will be considered ?

In Instruction to the Tenderer - point 5 – is indicated UNIT PRICE, while later Annex IV pretend a budget break down: it is a incongruity .

Also how can you quantify separately the price of the CE ? such certification is required by law .

ANSWER 8:

Value with discount will be considered as offered price.

A unit price is requested for the equipment itself. The breakdown concerns spare parts and ancillary services for which lump sum are requested.

Price for CE certificate will not be requested separately but should be included in price of Machine. Annex IV table will be corrected via Corrigendum.

9) the required guarantee is 1 years . Normally we calculate 8 hours a day of work, then if the system is in use exceeds the period will terminate this warranty.

Also You are asking for a guarantee of 10.000 hours for screw and barrel : You have to clarified because in a year there are only 8.760 hours (considering 365 days and 24 hours, data fetched ) .

So you're actually claiming between 15 and 18 months warranty.

ANSWER 9:

There is a standard guarantee (art.32 CG) for one year for the whole equipment.

Standard guarantee for all of the equipment lasts one year without regard of the working hours of the equipment. In addition to the standard guarantee a commercial warranty is to be provided for 10000 machine working hours.”

It is not possible to add up both guarantees. The duration of the commercial warranty depends on the use of the extruder.

10) the response times are normal 24/48 hours after the first assistance by phone for immediate solution of the problems

ANSWER 10:

Defined in art.33 SC: „Response time within 24 hours ( on working day) and repair time within 3 next working days hours during the one year warranty period after provisional acceptance“. Winning bidder will be, by signing of the Contract, oblige to accept all conditions defined in Special and General Conditions.

11) You are talking about clean material and at the same time iron and contaminated land : it is a contradiction to clear up, trying to give the average values for each contaminant

ANSWER 11:

Material which will be used on this Re-granulation machine is 80 % LLPE and 20 % HDPE with no admixture, color and impurity. Guaranty will be no required if extruder is damaged by the hard materials.

12) indicated the kg / h required ( minimum and maximum) because never shown

ANSWER 12:

The Re-granulation line will be used by the speed of minimum 150 kg/h and maximum of 300 kg/h.

13) In section 6 of the Tender Form You indicate it will be applied what’s is excluded from section 11 - special conditions: it is a contradiction to clarify

ANSWER 13:

As is stated in Special Conditions Article 11 Performance guarantee is not required. Tender form will to be corrected via Corrigendum.