
QUESTIONS AND ANSWERS

Supply of a tourist train for Natura Park Kopački rit Natura Park Kopački rit-Osječko-baranjska region

Republic of Croatia

1. Publication reference

EuropeAid/134829/D/SUP/HR

2. Procedure

Open

3. Programme

IPA

4. Financing

Hungary-Croatia IPA cross border co-operation Programme 2007-2013

5. Contracting authority

- Public Institution Nature Park Kopački rit, Titov dvorac 1, 31328 Lug, Croatia

Questions	Answers
<p>I. SPECIAL CONDITIONS :</p> <p>Article 31 Provisional acceptance The Certificate of Provisional Acceptance must be issued using the template in Annex C11. The Contractor shall deliver to the Contracting Authority, together with the request for provisional acceptance, 3 copies of the Provisional Acceptance Certificate signed by the Contractor, as well as the official Certificate of Origin for all delivered supplies. The Provisional Acceptance Certificate shall be issued by the Contracting Authority as stipulated in Article 31 of the General Conditions.</p> <p>Who is going to issue this certificate? When? When which date it should be issued?</p> <p>Could you please detail better how it works the provisional acceptance certificate?</p>	<p>Regarding Provisional acceptance please consult Article 31 of the General Conditions, particularly Article 31 paragraph 1 and paragraph 2 as well as Article 19 of the Special conditions.</p> <p>31.1. The supplies shall be taken over by the Contracting Authority when they have been delivered in accordance with the contract, have satisfactorily passed the required tests, or have been commissioned as the case may be, and a certificate of provisional acceptance has been issued or is deemed to have been issued.</p> <p>31.2. The Contractor may apply, by notice to the Project Manager, for a certificate of provisional acceptance when supplies are ready for provisional acceptance. The Project Manager shall within 30 days of receipt of the Contractor's application either:</p> <ul style="list-style-type: none">– issue the certificate of provisional acceptance to the Contractor with a copy to the Contracting Authority stating, where appropriate, his reservations, and,

	<p>inter alia, the date on which, in his opinion, the supplies were completed in accordance with the contract and ready for provisional acceptance; or</p> <p>– reject the application, giving his reasons and specifying the action which, in his opinion, is required of the Contractor for the certificate to be issued.</p> <p>19.1 The implementation period will last 120 days, starting from the day after the signature of the Contract by the last contract party and ending on the day of issuance of the certificate of Provisional Acceptance. The implementation period will include period of 90 days for delivery and training.</p>
<p>II. SPECIAL CONDITIONS :</p> <p>Article 26 General principles for payments</p> <p>III. 26.5 By derogation from Article 26.5. of the General conditions, 100% of the value of the contract will be paid no later then 30 days after receipt by the Contracting Authority of an invoice and of the application for the certificate of provisional acceptance</p> <p>When the certificate of provisional acceptance will be issue? And when we should receive the 100% payment?</p>	<p>Regarding Provisional acceptance please consult Article 31 of the General Conditions, particularly Article 31 paragraph 1 and paragraph 2 Please note that 100% of the value of the contract will be paid no later than 30 days after receipt by the Contracting Authority of an invoice and of the application for the certificate of provisional acceptance, as per article 31.2 of the General Conditions. In addition, please note that the 100% of the payment is also subject to Article 26.4 of the General Conditions.</p>
<p>IV. GENERAL CONDITIONS:</p> <p>Article 25 - Inspection and testing</p> <p>25.1. The Contractor shall ensure that the supplies are delivered to the place of acceptance in time to allow the Project Manager to proceed with acceptance of the supplies. The Contractor is deemed to have fully appreciated the difficulties which it might encounter in this respect, and it shall not be permitted to advance any grounds for delay in fulfilling its obligations.</p> <p>25.2. The Project Manager shall be entitled to inspect, examine measure and test the components, materials and workmanship, and check the progress of preparation, fabrication or manufacture of anything being prepared, fabricated or manufactured for delivery under the contract, in order to establish whether the components, materials and workmanship are of</p>	<p>As defined in article 25.2 of the Special conditions, first test drive will be made by the contractor accompanied by the member of Contracting Authority at the delivery site No other testing in terms of the check of the progress of preparation, fabrication or manufacture is required.</p>

the requisite quality and quantity. This shall take place at the place of manufacture, fabrication, preparation or at the place of acceptance or at such other places as may be specified in the Special Conditions.

25.3. For the purposes of such tests and inspections, the Contractor shall:

a) provide to the Project Manager, temporarily and free of charge, with such assistance, test samples or parts, machines, equipment, tools, labour, materials, drawings and production data as are normally required for inspection and testing;

b) agree, with the Project Manager, on the time and place for tests;

c) provide access to the Project Manager at all reasonable times to the place where the tests are to be carried out.

25.4. If the Project Manager is not present on the date agreed for tests, the Contractor may, unless otherwise instructed by the Project Manager, proceed with the tests, which shall be deemed to have been made in the Project Manager's presence. The Contractor shall immediately send duly certified copies of the test results to the Project Manager, who shall, if it has not attended the test, be bound by the test results.

25.5. When components and materials have passed the above-mentioned tests, the Project Manager shall notify the Contractor or endorse the Contractor's certificate to that effect.

25.6. If the Project Manager and the Contractor disagree on the test results, each shall give a statement of its views to the other within 15 days of such disagreement arises. The Project Manager or the Contractor may require such tests to be repeated on the same terms and conditions or, if either Party so requests, by an expert selected by common consent. All test reports shall be submitted to the Project Manager, who shall communicate the results of these tests without delay to the Contractor. The results of retesting shall be conclusive. The cost of retesting shall be borne by the Party whose views are proved wrong by the retesting.

25.7. In the performance of their duties, the Project Manager and any person authorised by him shall not disclose to unauthorised persons information concerning the undertaking's methods of manufacture and operation obtained

<p>through inspection and testing.</p> <p>Could you please kindly let us know which kind of tests? Our trains are already tested by TUEV Authority, etc.</p>	
<p>V. ANNEX II + III TECHNICAL SPECIFICATIONS</p> <p>Page 5: Could you confirm are required minimum 4 loudspeakers on each coach, or totally?</p>	<p>The requirement for independent audio system in all coaches including amplifier and minimum of 4 loudspeakers per each coach is required as amended by Corrigendum no 1</p>
<p>2. Postovani,</p> <p>I. Molimo dalje informacije za ponudu turističkog vlakica o zakretnom krugu, usponima terena i verziju vagona (2 duga vagona s 28 sjedala po komadu ili 3 kratka vagona s 20 sjedala)</p> <p>II. Standard - Garancija je godinu dana. koje predmete trebaju sadržavati dodatne 2 godine? rezervne djelove? popravke?</p> <p>III. Dokumentacija javne nabave ne sadrži obrazac "statement of origin"</p> <p>Unofficial translation:</p> <p>I. <i>Please provide further information on the tourist train – rotation shift, gradient of the assent and coach versions (2 long coaches with 28 seats or 3 short coaches with 20 seats)</i></p> <p>II. <i>Standard guarantee of one year. Which items should additional two years contain? Spare parts? Repairs?</i></p> <p>III. <i>The tender documentation does not contain the "statement of origin" template</i></p>	<p>Please note that Instructions to tenderers, in point 9. paragraph 1 state as follows:</p> <p>The tenders, all correspondence and documents related to the tender exchanged by the tenderer and the Contracting Authority must be written in the language of the procedure, which is English. However, in order to respect the principle of transparency the Contracting Authority has drawn the unofficial translation of the question with the following answers:</p> <p>I. No information on the rotation shift is available as there is enough space to turn the train in the Nature Park. The gradient of the assent is 9-12%; The coach versions are to be decided upon and offered by the tenderer bearing in mind the requirements as set by the Technical Specifications: <i>Maximum three closed coaches with, in total for the entire train, minimum 50 seats places + place for wheelchair; Seating: Minimum 50 forward facing seats /places (whole train); 4 to 6 seat rows in each coach, with four forward facing seat</i></p> <p>II. Standard and commercial guarantees must be in accordance with conditions laid down in Article 32 of the General Conditions and Article 33 of the Special Conditions</p> <p>III. As per Instructions to tenderers, point 11 the Statement of origin is to be supplied in free-text format i.e. there is no set template</p>

<p>3. Item No 1: Tourist train</p> <ul style="list-style-type: none"> • Locomotive <ul style="list-style-type: none"> Engine: 4-cylinder Turbo Diesel- EURO 5 2000-2300cm³ /150-160 BHP/350--450Nm <p>There is an inconsistency between the requested volume and power of engine. Generally, there is a relationship between these two parameters as such. 1 HP = 15 to 17 cubic inch (cc=cm³) (1 metric HP = 15; 1 mechanic HP(BHP)= 17 cc). The item we want to propose has also 145 BHP. We kindly request you to change this specification as below:</p> <ul style="list-style-type: none"> • Locomotive <ul style="list-style-type: none"> Engine: 4-cylinder Turbo Diesel- EURO 5 2000-2300cm³ /145-160 BHP/350--450Nm 	<p>The requested specifications represent a very good balance between engine power, torque, engine RPMs and fuel economy. Furthermore, the specifications cannot be treated as inconsistent as there are many examples of such engines existing in practice (eg. BMW 3 series engines, VW TDI 2.0 engines, Ford 2.0-2.2l engines and many others). The requested vehicles (the tourist train) is expected to tow considerable weight, climb steep gradients when accessing the river bank and drive in harsh weather conditions on dirt roads. As such, the requested 150BHP of engine power is considered to be an absolute minimum needed to enable quality driving, in addition to other relevant engine and transmission parameters requested by the tender dossier. Given the above, the engine power range as defined by the Technical Specification is still to be considered as minimum that the offer must meet.</p>
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