

Aanbesteding Aanbesteding Pulse Laser Deposition Setuo
Aanbestedende Dienst: Stichting Nederlandse Wetenschappelijk Onderzoek Instituten (NWO-I)
Referentie: 06092019

Omschrijving:

Levering van een Pulse Laser Deposition Setup

Toelichting:**Nr:**

Categorie Contract
Betreft bankruptcy

1

Vraag

We suggest the following text on article 21.2

with respect to Contractor, a petition is filed for bankruptcy by Contractor or a procedure for settlement of (provisional) suspension of payment is applied for by Contractor or initiated by Contractor or if Contractor is declared bankrupt or if an arrangement for (provisional) suspension of payment is settled on his behalf

Antwoord**Vrijgegeven:** 09-10-2019

ARCNL accepts this text.

Nr:

Categorie Contract
Betreft liability

2

Vraag

We suggest the following text on article 15.4;

15.4Contractor shall insure himself sufficiently against liability as referred to in this Article, and, if required, shall allow Principal access to relevant written proof thereof. Any and all liability of Contractor is limited to damages covered by its insurance policy and to the amount Contractor receives as a compensation from its insurance company.

Antwoord**Vrijgegeven:** 09-10-2019

ARCNL accepts this text.

Nr:

Categorie Contract
Betreft Liability

3

Vraag

We suggest the following text on article 15.1:

15.1Contractor recognises liability for all direct damages sustained by Principal or third parties as a result of acts or neglect on his part, on the part of his personnel or of those who have been engaged by him in the execution of this agreement. Any liability of indirect and/or consequential damages such as but not limited to loss of profit is excluded.

Antwoord**Vrijgegeven:** 09-10-2019

ARCNL accepts this text.

Nr:

Categorie Contract

- 4
Betreft warranty
Vraag
Supplier can purchase spare parts on behalf of Principal but cannot keep them on stock.
Antwoord **Vrijgegeven:** 09-10-2019
We will change article 7.2 in:
Contractor shall, in any case, purchase parts on behalf of Principal and deliver to Principal for up to 10 years after the Acceptance Test, as indicated in Article 6.5.
- Nr:**
- 5
Categorie Contract
Betreft penalty clause
Vraag
The penalty clause of article 6.10 is not acceptable
Antwoord **Vrijgegeven:** 09-10-2019
We will change the percentage from 5% tot 3% of the purchase price.
- Nr:**
- 6
Categorie Contract
Betreft warranty
Vraag
Add to article 6.7: Any warranty lapses automatically in case the PLD Setup is not be used in accordance with the manual and/or in case Principal has modified the PLD Setup.
Antwoord **Vrijgegeven:** 09-10-2019
We will change article 6.7 and add the proposed tekst.
- Nr:**
- 7
Categorie Contract
Betreft General Terms
Vraag
These General Terms and Conditions are not applicable. Why are they added as Appendix 5
Antwoord **Vrijgegeven:** 09-10-2019
This is correct. Appendix 5 will be deleted.