



Republic of Serbia
Ministry of Construction,
Transport and Infrastructure
Project Implementation Unit

Finance Contract:	SERBIAN INLAND WATERWAY INFRASTRUCTURE Finance Contract between the Republic of Serbia and European Investment Bank (Official Gazette of the Republic of Serbia - International Contracts No. 02/2019)
Title:	Implementation of VTS and Voice VHF Systems on the Danube and Sava Rivers in the Republic of Serbia
Reference number:	EIB-GtP/404-02-00174/2020-06
Document:	Clarification No. 1 to Tender Dossier
Number of pages:	5
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Date:	October 26 th , 2021

Clarification No. 1 to TD

D. Tender Submission Form: Service tender submission form

B. Draft Contract:

APPENDIX I, II and III TO “ANNEX II: TERMS OF REFERENCE

GENERAL CONDITIONS

SPECIAL CONDITIONS

QUESTIONS	ANSWERS
<p>Question No 1 Is it correct, that the following forms of the Tender submission form only have to be submitted in case of offering in a consortium?</p> <ul style="list-style-type: none">• DECLARATION (Page 7 of 10)• COVENANT OF INTEGRITY’S TEMPLATE (Page 8 of 10)• ENVIRONMENTAL AND SOCIAL COVENANT TEMPLATE (Page 9&10 of 10)	<p>Answer No 1 Kindly note that instruction to fill the Tender submission form and declarations are given in the Tender Submission Form itself, quote: “Please supply one signed tender submission form (including signed statements of exclusivity and availability from all key experts proposed, if applicable, a completed financial identification form and a completed legal entity file (only for the leader) and declarations from the leader and all members (if you are in a consortium), together with three copies. The attachments to this submission form (i.e. declarations, statements, proofs) may be in original or copy. If copies are submitted, the originals must be dispatched to the contracting authority upon request. For economic and ecological reasons, we strongly recommend that you submit your files on paper (no plastic folders or dividers). We also suggest you use double-sided printing as much as possible. Tenders submitted by consortiums (i.e. either a permanent, legally-established grouping or a</p>



QUESTIONS	ANSWERS
	grouping constituted informally for a specific tender procedure) must follow the instructions applicable to the consortium leader and its members.” End of Quote.
<p>Question No 2 REQ-9.3.001 ff May we ask for some use cases that explain a little bit more the use of the database, SQL, triggers and stored procedures, OLAP queries and so on</p>	<p>Answer No 2 The requirement of a relational database is a broad general one, considering that the relational model (and SQL standard, in particular) is the best suited for management of cross-referenced information. This type of database is commonly used in VTS systems for AIS data, VHF recordings, video recordings, etc. The requirements expressed here are general and minimal, and each Bidder is free to propose whatever standard, functionality and features, as long as it complies to the minimal requirements expressed here. With respects to specifics such as SQL standard, version number, internal structure of the database, triggers, stored procedures, OLAP queries and so on, the Bidder is free to implement whatever he considers the most suitable and efficient given the general requirements expressed here.</p>
<p>Question No 3 Art. 29 Special Conditions: This contractual clause foresees solely two payment milestones, i.e. a pre-financing payment and a balance. Bidder sees more than two different outputs during the project which could be approved independently by the contracting authority and could be considered than as different payment milestones. Bidder is asking therefore, if the total contract value can be divided into more than two different outputs as payment milestones and if yes, if the bidder can make in its offer a payment plan proposal?</p>	<p>Answer No 3 The schedule of payments is as it is defined in Art.29 Special Conditions of Contract.</p>
<p>Question No 4 Art. 7.2 General Conditions: Bidder has concerns about this clause which foresees that the contractor has to comply with any administrative order and that even if he gives notice, that contractor considers that the requirements of an administrative order go beyond the authority of the project manager or of the scope of the contract, such order should not be suspended.</p>	<p>Answer No 4 The General Conditions of Contract form part of contract and may not be changed.</p>



QUESTIONS	ANSWERS
<p>Bidder is asking therefore as follows: Could it be possible to understand and modify this clause that the contractor shall solely comply with reasonable administrative orders and that if, the contractor gives a notice as mentioned in this clause, with giving reasons, that an administrative order is unreasonable or even detrimental to the project, that the execution of such an administrative order should than be suspended because of such notice? Furthermore, can the 30-day time-barring period be deleted or at least prolonged?</p>	
<p>Question No 5 Art. 7.4 General Conditions: Bidder assumes that for the indemnifications mentioned in this article, the conditions and limitations defined in article 12 of the General Conditions shall apply. Please confirm this understanding?</p>	<p>Answer No 5 Kindly note that Bidder’s understanding of the General Conditions of Contract is not the responsibility of the Contracting Authority.</p>
<p>Question No 6 Art. 13.3 b) General Conditions: The social insurance in Austria covers already all the insurance obligations mentioned in this article and therefore the Bidder is asking, that therefore, no additional insurance should be necessary to cover these same medical expenses or costs?</p>	<p>Answer No 6 The Contracting Authority does not have enough information to properly address this specific question.</p>
<p>Question No 7 Art. 14.6 General Conditions: It is the understanding of the bidder that all pre-existing reports and data, as ... software, plans or materials, shall in no case become the property of the contracting authority and that solely reports and data which will be acquired, compiled or prepared by the contractor specifically for this project will become the property of the contracting authority. Please confirm this understanding?</p>	<p>Answer No 7 Kindly note that Bidder’s understanding of the General Conditions of Contract is not the responsibility of the Contracting Authority.</p>
<p>Question No 8 Art. 19.3 General Conditions: This clause foresees that the liquidated damages can be applied, if the contractor fails to perform the services within the period of implementation of the tasks specified in the contract. This clause does not foresee any exclusion from this rule, although article 38 Force majeure expressly provides that “the contractor shall not be liable for liquidated damages if, and to the extent that, its delay in performance is the result of an event of force majeure”. Please</p>	<p>Answer No 8 Kindly note that Bidder’s understanding of the General Conditions of Contract is not the responsibility of the Contracting Authority.</p>



QUESTIONS	ANSWERS
<p>confirm that force majeure events, and other circumstances beyond the control of the contractor will excuse the contractor to pay liquidated damages? Furthermore, the Bidder would consider it a fair and common arrangement, if as well delays which are not due to an act or omission of the contractor are excluded from this regulation? Please state also, if such an exclusion is acceptable?</p>	
<p>Question No 9 Art. 20.5 General Conditions: Bidder assumes that for the additional cost mentioned in this article, the conditions and limitations defined in article 12 of the General Conditions shall apply. Please confirm this understanding?</p>	<p>Answer No 9 Kindly note that Bidder's understanding of the General Conditions of Contract is not the responsibility of the Contracting Authority.</p>
<p>Question No 10 Art. 34.6 General Conditions: Bidder assumes that for the compensation mentioned in this article, the conditions and limitations defined in article 12 of the General Conditions shall apply. Please confirm this understanding?</p>	<p>Answer No 10 Kindly note that Bidder's understanding of the General Conditions of Contract is not the responsibility of the Contracting Authority</p>
<p>Question No 11 Art. 36.2 General Conditions: The seven days' notice period is very short and therefore the bidder is asking, if a prolongation of this notice period could be possible?</p>	<p>Answer No 11 The General Conditions of Contract form part of contract and may not be changed.</p>
<p>Question No 12 Art. 36.2 c) General Conditions: Bidder has concerns if a refusal or neglect of any administrative order can result in a termination of the contract, because in the opinion of the bidder, it is important for the project, that the bidder can refuse unreasonable or even harmful administrative orders. Therefore, the bidder is asking to add here the understanding that solely the refusal or neglect of reasonable administrative orders can lead to a termination of the contract under such clause. Please confirm that this is the common understanding of this clause?</p>	<p>Answer No 12 Kindly note that Bidder's understanding of the General Conditions of Contract is not the responsibility of the Contracting Authority. The General Conditions of Contract form part of contract and may not be changed.</p>
<p>Question No 13 Art. 36.7 General Conditions: Bidder assumes that for all costs, losses and remedies mentioned in this article, the conditions and limitations defined in article 12 of the General Conditions shall apply. Please confirm this understanding?</p>	<p>Answer No 13 Kindly note that Bidder's understanding of the General Conditions of Contract is not the responsibility of the Contracting Authority.</p>



QUESTIONS	ANSWERS
<p>Question No 14</p> <p>REQ-3.031</p> <p>It is understood that the dGPS reference stations are already installed and shall be reused. Please provide the interface description of the existing dGPS reference stations.</p>	<p>Answer No 14</p> <p>The dGPS reference stations are not installed and should be provided and installed. Any dGPS reference station can be used as long as it is up to international standards, IALA recommendations and local legislation.</p>
<p>Question No 15</p> <p>REQ-3.031</p> <p>Please confirm that the mentioned distribution of dGPS correction messages shall be via the primary broadband link.</p>	<p>Answer No 15</p> <p>The differential corrections received by the AIS base stations neighboring the dGPS reference stations will be received by the broadband link available at that base station.</p>
<p>Question No 16</p> <p>REQ-3.1.1.004</p> <p>Please confirm that a Base Station with a single Tx port is compliant with this requirement</p>	<p>Answer No 16</p> <p>We see this as only a problem of terminology, because the term „base station” is used a little bit differently by each manufacturer and has a specific understanding in this documentation. To clarify, irrespective of what it is understood through the term „base station”: each location will have two AIS transceivers (each one equipped with at least one Tx port) and a configuration consisting on one (S-02 Bogojevo, S-17 S. Mitrovica, S-11 G. Brdo 1) or two (all the other locations) antennas for transmitting AIS messages per location. The two transceivers must be capable of transmitting the AIS messages regardless of the numbers of antennas present on site, or of how many Tx ports a Base Station has, but only one transceiver will be used to transmit at a given time, the other is kept for redundancy purposes.</p>
<p>Question No 17</p> <p>REQ-3.1.1.007</p> <p>Please clarify if this requirement applies to the network interface or to the VHF data link</p>	<p>Answer No 17</p> <p>The requirement applies to the network interface.</p>
<p>Question No 18</p> <p>REQ-5.2.021</p> <p>Please confirm that the requirement for 50/60fps applies to the visible spectrum camera only.</p>	<p>Answer No 18</p> <p>This requirement applies only to the visible spectrum camera.</p>