

## EXPLANATION OF TENDER DOCUMENTATION

within the meaning of Section 98 (3) of the Act No 134/2016, on public procurement, as amended  
(hereinafter the “Act”)

Name of public contract:

### DELIVERY OF STATIONARY CAMERA SYSTEMS AND PROVISION OF RELATED SERVICES

Above-the-threshold public delivery contract,  
open procedure (hereinafter the “Public Contract”)

Reference number: VZ\_2020\_A46

ID	Question	Answer
1	<p>It is not clear from the Tender Documentation what maximum weight the equipment that will be placed on the toll gates can have. Depending on the required parameters and functionalities, this can be up to hundreds of kilograms. Without this information, it is not possible to prepare an offer.</p> <p>We ask for clarification of the maximum weight that the set must have, or even the distribution on the toll gate (if the load capacity is different at different points).</p>	<p>Explained.</p> <p>Based on preliminary market consultations for this public contract, the contracting authority has evaluated and expects that the units of pieces of the camera system installed at one toll gate will not exceed a total of up to tens of kilograms.</p> <p>In response to this question, the contracting authority newly states that the maximum permissible weight of one unit of camera system (camera, or a local server delivered by the supplier) must not exceed 15 kg.</p> <p>See paragraph 4.1 of the tender documentation.</p>
2	<p>It is not clear from the Tender Documentation what maximum electricity consumption (incl. IR) the equipment that will be placed on the toll gates can have. Furthermore, it is not clear what circuit breakers are on the gates. Without this information, it is not possible to prepare an offer.</p> <p>We ask you to specify what are the circuit breakers on the gates and what can be the maximum power consumption for the equipment on one gate.</p>	<p>Explained.</p> <p>In accordance with paragraph 2.8 of Annex No. 1 of the tender documentation, the device, including additional systems, must be supplied with either the PoE standard or a supply voltage with a nominal value of 24 VDC.</p> <p>According to IEEE 802.3at, the maximum power load capacity of the PoE and PoE+ standards is up to 30 watts per connected device.</p> <p>In the case of the DC power supply option, the contracting authority states in response to this question that the maximum current load for the camera system when supplied with a power supply with a nominal voltage of 24 VDC</p>

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		<p>must not exceed a current value of 5 A.</p> <p>For the avoidance of doubt, the contracting authority states that the above values are industry standards and therefore did not state them in the tender documentation, as it assumed that the participants were familiar with these standards.</p> <p>In accordance with paragraph 1.5 of Annex No. 1 to the tender documentation, the installation, connection and commissioning of camera systems is the responsibility of the contracting authority. The provision of information on the current value of the protection is, due to the presence of other equipment operated by the contracting authority and the contracting authority's responsibility for installation and commissioning of the delivered goods (with methodological and technical assistance from the supplier, see point 1.3.2 of Annex No. 1 to the tender documentation) superfluous.</p>
3	<p>The tender documentation does not specify a maximum file size containing one transaction/ vehicle passage. We would also like to know what the required minimum image resolution is. This information is important for defining and setting image compression on the device, the requirement for higher compression affects the price of the device.</p> <p>We request clarification of what maximum file size will be accepted by the contracting authority, what network bitrate the supplier can expect and what minimum image resolution the contracting authority requires.</p>	<p>Explained</p> <p>The contracting authority requires that the minimum resolution of the images be such that the contracting authority's requirement within the mandatory key parameters specified in Article 2 of Annex No. 1 to the tender documentation is reliably met. Based on preliminary market consultations, the contracting authority has found that a camera with a sensor resolution of 1920x1080 pixels or higher will meet this requirement.</p> <p>The maximum file size is not specified by the contracting authority. The speed of the local network is specified in paragraph 4.1 b) of Annex No. 1 to the tender documentation.</p> <p>In accordance with subsection 2.13 of Annex No. 1 to the tender documentation, the contracting authority requires lossless compression of PNG or JPG image data on the output, which in the context of the participant's question clearly addresses the image compression settings.</p>
4	<p>Does the participant correctly understand that without a corresponding certificate (eg TÜV) the contracting authority will not accept the offered equipment?</p>	<p>Explained.</p> <p>The TÜV (or similar) certificate is not required by the contracting authority.</p>
5	<p>In our opinion, the conditions for testing the samples are not sufficiently clear in the tender documentation. If we are to seriously evaluate and offer the efficiency of the system, we must know</p>	<p>Explained.</p> <p>The contracting authority declares and encourages the participants to offer such parameters of goods that can be realistically</p>

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	<p>these conditions (eg the system will have a different efficiency in sunny weather or rain/fog).</p> <p>We ask the contracting Authority to determine the place of the test and to determine under which weather conditions the samples will be tested.</p>	<p>achieved and verified by testing samples.</p> <p>The test of samples will be performed in accordance with paragraph 16.9., ie the date will be determined by agreement between the contracting authority and the selected supplier.</p> <p>The contracting authority allows the interruption of the test of samples with reduced visibility defined in Section 2 ff) of Act 361/2000 Coll., Act on Road Traffic.</p> <p>By way of derogation from the previous sentence, the contracting authority shall not interrupt the examination of samples in the period from dusk to dawn included in the definition of Section 2 ff) of Act 361/2000 Coll.</p>
6	<p>Part of the Tender Documentation is the Contract, which contains in Article 9 LIABILITY AND PENALTIES FOR BREACH OF THE CONTRACT descriptions of fines and damages, but without their limitation. The contracting authority hereby restricts listed corporations for which these conditions are unacceptable.</p> <p>Could the contracting authority adjust the relevant parts of the contract and supplement the limits of damages (100% of the total contract price under this Contract) and fines (10% of the total contract price under this Contract)?</p> <p>For example, as follows:</p> <ol style="list-style-type: none"> <li>1. The Contracting Parties agree that the maximum amount of contractual penalties shall not exceed an amount equal to 10% of the total price of the performance. Payment of the contractual penalty does not affect the right to compensation for damages in excess of the paid contractual penalty.</li> <li>2. The Contracting Parties expressly limit the right to compensation for damage that may occur to one Contracting Party in the performance of this Agreement, to a total amount of 100% of the total price of the performance. The right to compensation for damages exceeding the amount according to the previous sentence and the right to compensation for lost profits and all indirect and consequential damages shall be waived by the contracting parties. The provisions of § 2898 of the Civil Code are not affected by this.</li> </ol>	<p>Not accepted.</p> <p>The contracting authority is a state enterprise, established pursuant to Act No. 77/1997 Coll., On a State Enterprise, as amended. The founder of the contracting authority is the Czech Republic - the Ministry of Transport.</p> <p>The contracting authority manages state property and intends to acquire property through this public contract, which will be state property after payment of the purchase price.</p> <p>The contracting authority is obliged to protect state property to the maximum possible legal extent and the founder does not agree in principle with any restriction of damages in advance.</p> <p>The contracting authority requires that in the event of a breach of obligations by the supplier, which ultimately means material damage caused to the contracting authority, the parties comply with the Civil Code, in accordance with and with regard to its provisions § 2913 and § 2955.</p>
7	<p>Ve Smlouvě (konkrétně v odst. 9.2) je řešeno zproštění od povinnosti k náhradě škody, k zaplacení smluvní pokuty nebo úroku z prodlení v případě okolnosti vylučující zodpovědnost. V současné době je v České republice vyhlášen nouzový stav kvůli pandemii COVID-19.</p>	<p>Explained.</p> <p>No, the participant misinterprets the current situation, although he de facto answered his own question.</p> <p>The current situation associated with COVID-19</p>

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	<p>Chápeme správně, že aktuální situace spojená s pandemií COVID-19 je považována za okolnost vylučující odpovědnost, přestože již není nepředvídatelná ve smyslu ustanovení § 2913 NOZ?</p> <p>The Contract (specifically in paragraph 9.2) addresses the exemption from the obligation to compensate damages, to pay a contractual penalty or interest on arrears in the event of a circumstance excluding liability. Currently, a status of emergency has been declared in the Czech Republic due to the COVID-19 pandemic.</p> <p>Do we understand correctly that the current situation associated with the COVID-19 pandemic is considered a circumstance excluding liability, even though it is no longer unpredictable in the sense of the provisions of Section 2913 of the Civil code?</p>	<p>cannot be considered as a circumstance excluding liability after the conclusion of the purchase contract, as it is known to the parties before the conclusion of the purchase contract.</p> <p>If the current situation is an obstacle to accepting liability for damage, the party on whose side this obstacle occurs should not enter into a purchase agreement.</p>

In connection with changes in the tender documentation, including previous ones, and the delayed publication of certain explanations of the tender documentation, the contracting authority extends the deadline for submission of tenders until 25 May 2020 until 12:00 (noon).

In Prague on 4 May 2020

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Ing. Jan Paroubek  
in charge of the state enterprise