

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 MOBILE CAMERAS AND PROVISION OF RELATED SERVICES

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

Reference number: VZ_2020_A48

ID	Question	Explanation
1	<p>Relevant provision of TD (tender documentation): In one of the previous answers, the Contracting Authority stated that it did not require IR. Request for explanation 1: Does the participant correctly understand from this answer that the Contracting Authority does not prohibit the IR?</p>	<p>Explained. The contracting authority states that it does not require IR. The contracting authority will not use this functionality and considers its existence to be superfluous. Thus, the contracting authority does not actually directly prohibit the IR, but requires that it shall be possible to switch it off; the contracting authority will not create any conditions or provide any other co-operation for its location or use.</p>
2	<p>Request for explanation 2: If IR is not prohibited, what are the conditions for its location and power supply?</p>	<p>Explained. The contracting authority reiterates that it does not require an IR and therefore does not provide any information and conditions for its location and power supply. Thus, the contracting authority does not actually directly prohibit the IR, but requires that it shall be possible to switch it off; the contracting authority will not create any conditions or provide any other co-operation for its location or use.</p>
3	<p>Relevant provision of TD: The tender documentation does not define in which range of operating temperatures the offered cameras should operate (eg. inside the car behind the window the temperature may be higher than 70 °C in summer).</p>	<p>Explained. The contracting authority does not explicitly require any operating temperature range. However, the contracting authority has clearly defined that the cameras must be suitable for placement behind the windscreen of road patrol vehicles. The cameras will be operated</p>

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	<p>Request for explanation 3:</p> <p>What operating temperature range does the contracting authority require?</p>	<p>exclusively in the presence of the operator (crew) of the mobile patrol vehicle. The relevant temperature range is considered by the contracting authority to be the temperature inside the vehicle at least in the range from -10°C to +40°C or higher (both directions). The contracting authority assumes that the range of operating temperatures, which will correspond to the specified use and location of the cameras, will be stated by the supplier in its offer and the contracting authority will follow the information from the supplier to comply with the warranty conditions.</p>
4	<p>Relevant provision of TD:</p> <p>The tender documentation does not clearly specify which PoE system will be available for the offered solution. Currently, there are several types that differ in voltage and current.</p> <p>Request for explanation 4:</p> <p>Can the contracting authority specify PoE - voltage and power resp. current to port?</p>	<p>Explained.</p> <p>The contracting authority requires the supplier to respect the international IEEE 802.3af standard. Given that the contracting authority is the integrator of the subject of performance of this public contract into its own system, it will adjust the voltage and power of the power supply unit according to the specification specified by the supplier in its tender.</p>
5	<p>Relevant provision of TD:</p> <p>The tender documentation does not define the maximum file size containing one transaction/vehicle passage or the associated required minimum image resolution and compression. It is also not specified what network bitrate throughput for data transmission and the maximum speed of writing data to the storage can be calculated by the participant. This data is important for defining and setting image compression on the device, the requirement for higher compression affects the price of the device.</p> <p>Request for explanation 5:</p> <p>We ask for clarification of what maximum file size will be accepted by the contracting authority and what minimum resolution of the images the contracting authority requires.</p>	<p>Explained.</p> <p>The Contracting Authority requires that the minimum resolution of the images be such that the footage taken by the subject of this public contract is capable of further processing for the purposes of this public contract, described in Article 1, especially paragraph 1.4 of Annex No. 1 to the tender documentation. 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 submitter. The transmission speed of the local network (ie the direct cable connection of the camera with an Ethernet cable to the tablet in which the image will be further processed) and the speed of writing data to the local data storage is not relevant for the purposes of this public contract; i.e. values ranging from 100 Mbit to 1000 Mbit will be suitable. The actual speed of the data connection and writing to the local storage will be adjusted by the client to reliably transfer the data flow specified in the supplier's offer.</p> <p>The client does not set any requirements for image compression, resp. does not require that the output data be compressed, or, if that is not possible, require that such compression be lossless.</p>
6	<p>Request for explanation 6:</p>	<p>Explained.</p>

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	<p>What type of camera compression does the contracting authority require? Does the participant understand correctly that he can offer any or even none?</p>	<p>The contracting authority does not require any specific type of compression, resp. the contracting authority does not require the images to be compressed, see also the answer to question 5.</p>
7	<p>Request for explanation 7: What network transmission speed and data write speed to the storage can the candidate count on?</p>	<p>Explained. Please refer to the answer to question 5.</p>
8	<p>Relevant provision of TD: The tender documentation does not clearly specify how the device is to be mounted in the car. Request for explanation 8: How does the contracting authority assume the location of cameras in cars?</p>	<p>Explained. The contracting authority's requirement for the location and mounting of the equipment in the vehicle is specified in paragraph 1.6 of Annex No. 1 to the tender documentation. The contracting authority specifies that it is not possible to make irreversible interventions in the vehicles of mobile road patrols (eg drilling or gluing, etc.). An acceptable method of attachment is, for example, a magnet or a suction cup (vacuum).</p>
9	<p>Request for explanation 9: What is the maximum size (due to visibility) or weight required by the contracting authority?</p>	<p>Explained. The contracting authority does not set any requirements for maximum size or weight. However, based on preliminary market consultations, the contracting authority assumes that the weight of the requested mobile cameras is in the order of small units kg and the size in the order of units or small tens of cm. It must be possible to place the mobile camera in the vehicle in such a way that it does not obstruct the driver's view of the vehicle or otherwise endanger the safety of operation. The client considers the location on the dashboard or windscreen at the bottom on the passenger side to be a suitable location.</p>
10	<p>Request for explanation 10: Do cameras have to be certified for operation in cars? Does the participant correctly understand that without a appropriate certificate (for example TÜV) the contracting authority will not accept the offered equipment?</p>	<p>Explained. The contracting Authority formulated its requirements in paragraph 1.3 of Annex No. 1 to the tender documentation. The contracting authority does not require any certificate for operation in cars.</p>
11	<p>Relevant provision of TD: There is no information in the tender documentation whether the cameras should be color or black and white. Request for explanation 11: Does the contracting authority require color or black and white cameras in the offer?</p>	<p>Explained. The contracting authority does not explicitly specify whether the output from the camera should be a color or black and white image. Based on preliminary market consultations, the client assumes that the output from the camera is color. However, both types of outputs are acceptable to the contracting authority.</p>

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12	<p>Request for explanation 12:</p> <p>If the contracting authority requires color cameras, can they be switched to black and white mode at night (or with reduced visibility) or is this not possible?</p>	<p>Explained.</p> <p>If the output from the goods offered by the supplier is a color image, it is acceptable for the contracting authority that the output be in black and white mode at night or in reduced visibility.</p>
13	<p>Relevant provision of TD:</p> <p>The tender documentation does not specify protection against glass reflection.</p> <p>Request for explanation 13:</p> <p>Does the participant correctly understand that this is not required by the contracting authority, even if the inappropriate direction of the impact of the sun's rays will completely invalidate the record?</p>	<p>Explained.</p> <p>The participant understands correctly that the contracting authority does not require protection against the reflection of the glass (if the participant thinks of a refraction of light caused by the windshield of the vehicle behind which the camera will be placed).</p>
14	<p>Request for explanation 14:</p> <p>If the answer to the previous question is that the Client requires anti-reflection filters, we request the specification of the reflectance coefficient.</p>	<p>Explained.</p> <p>The contracting authority does not require anti-reflex filters.</p>
15	<p>Relevant provision of TD:</p> <p>Part of the Tender Documentation is the Contract, which contains in Article 9 LIABILITY AND SANCTIONS 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>In the event that, in addition to the provisions of the Civil Code, the contracting Authority requires, in addition to a contractual penalty, compensation for related damage, we consider contractual penalties to be a motivating tool, not a lump sum compensation. However, we cannot accept unlimited contractual penalties for late performance. We propose their limitation with the proviso that if the Client incurs damage for the same reason, it will be compensated in accordance with the provisions of the Contract.</p> <p>Request for explanation 15:</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> <p>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.</p>	<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 limitation of damages or penalties 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>

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	<p>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 are waived by the contracting parties. The provisions of § 2898 of the Civil Code are not affected by this.</p>	
16	<p>Relevant provision of TD:</p> <p>The Contract (specifically in paragraph 9.2) addresses the exemption from the obligation to pay damages, to pay a contractual penalty or interest on arrears in the event of a circumstance excluding liability. Currently, a state of emergency has been declared in the Czech Republic due to the COVID-19 pandemic.</p> <p>Request for explanation 16:</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 § 2913 of the Civil Code?</p>	<p>Explained.</p> <p>No, the participant misinterprets the current situation, although he <i>de facto</i> answered his own question by himself.</p> <p>The current situation associated with COVID-19 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 Prague on 29 April 2020

Ing. Jan Paroubek
in charge of the state enterprise