**CLARIFICATIONS TO THE ADDITIONAL INFORMATION ABOUT THE CONTRACT NOTICE AND TO THE SUPPLY TENDER DOSSIER (No. 1)**

**Contract Title:** “The Measures for Struggling with the Covid-19 Pandemia in Railway Transport”

**Publication Ref.:** NEAR/ANK/2021/EA-LOP/0047

**QUESTION-1:**

*ANNEX II + III*

*THERMANL DETECTION CAMERA WITH DISPLAY*

*ITEM 1.3*

We kindly request to clarify the detailed description of the sentence:‘ The camera shall be supplied with all the necessary hardware, equipment, accessories and cables. ‘ . Could you please briefly describe the scope such as NVR, LCD MONITOR etc.?

**ANSWER-1:**

The camera system will be used with the computer. For this aim necessary hardware, equipment, accessories and cables refers minimally to:

* Camera stabilizers;
* Adaptors and cables to connect camera with the computer;
* Power cables for the camera and the computer;
* Software for data transfer between the camera and the computer.

**QUESTION-2:**

*Technical Specification & Technical Offer 3.6*

*Connection to main electrical, mechanical, water, air and/or gas supplies from the existing infrastructure shall be done by the contractor according to the rules and regulations of Turkey.*

We assume that the connection performed by the contractor from the existing utility sources to the Disinfection tunnels would create many risks. In order to establish connection to the main sources, trenches should be opened alongside the railways by digging the soil. This operation can be done only by the specialized teams of the TCDD since any trench opened by the contractor may harm the stability of the nearby railway, hence, may result tragic accidents. The stability, structure and compactness of the soil alongside the rails is extremely important, therefore, should not be touched by the contractor. The energy, water, gas connections should be the responsibility of the specialized teams of the TCDD. We kindly request the Contracting Authority to remove this specification from the tender dossier.

**ANSWER-2:**

On its own responsibility and at its expense, the contractor shall take all the precautions required by good installation and commission practice in consultation of the TCDD to ensure that existing infrastructures are protected.

**QUESTION-3:**

*Technical Specification & Technical Offer 3.8.*

*Application to relevant authorities for a subscription to utility connections such as electricity, water, etc. shall be under the responsibility of the contractor.*

Subscriptions to Utility connections such as electricity, water etc. should be done by TCDD as the consumer of the utilities. The local energy and water distribution companies subscribe only the end user consumer. The consumption amounts are billed to the consumer monthly by the distribution companies. The Contractor company cannot apply for subscription since it is not the consumer of the utilities. Please remove this specification from the Tender Specifications.

**ANSWER-3:**

Application to relevant authorities for a subscription to utility connections such as electricity, water, etc. shall be under the responsibility of the TCDD. The contractor shall provide required assistance to the TCDD in obtaining all subscriptions.

Please also refer to the Changes to the Additional Information about the Contract Notice and to the Supply Tender Dossier No.1.

**QUESTION-4:**

*Technical Specifications*

*Items 1.2.16 and 1.2.17.*

The quantity of the nozzles required in the system is 180pcs. However, the working capacity of the pumps is specified as 120bars min. 20kW power and the 100/minute discharging capacity. We see inconsistency between the design of the system (180 nozzles) and the pump capacity. In order to achieve best disinfectant sprinkling results without creating bottleneck at nozzles, hence, to eliminate risk of damaging the pumps, the system should be designed with Quantity of Nozzles: min. 180pcs. Pump capacity: 120bar, 50l/minute. Pump power: 7-10kw. A spare pump with the brand and model of the main pump should be placed in the system to be replaced with the main pump to recover the system in the event of any malfunctioning of the main pump. Therefore, we understand from the T.S. that the Technical specifications do not specify the capacity and power of each pump, but the total capacity of the main pump and spare pump. Please confirm or provide detail information.

**ANSWER-4:**

All technical specifications should be understood as minimal ones. As a part of a bid, the contractor may propose alternative specifications that satisfy minimal requirements.

**QUESTION-5:**

*Special Conditions Article 18 Commencement Order*

*Instructions to Tenderers 2-Timetable*

The provided provisional date of the Contract Signature is 25.10.2021.acording to the Instructions to the Tenders. The implementation period will start by a Commencement Order according to Special Conditions Article 18. As known, there will be construction work for the tunnel foundations. The construction season is limited by certain dates in eastern cities of Turkey due to extreme cold and weather conditions such as snow, storm etc. which negatively affect the quality of the construction, operation safety of the cranes, and the quality of the concrete foundation. Please ensure that the Commencement order for Ardahan Canbaz Border Station will not be issued in winter period taking into consideration the above explained hazards.

**ANSWER-5:**

Please refer to the Article 18, 19 and 20 of the Annex I: General Conditions for supply contracts financed by the European Union or by the European Development Fund of of PART B in the tender dossier (hereinafter referred to as “General Conditions”).

**QUESTION-6:**

*Additional Information to Contract Notice Selaction and Award Criteria*

*Selection Criteria 2- Technical Capacity*

Please be informed that no local manufacturer in Turkey who has reference of EUR 50.000,00 at a single contract since the disinfection tunnels are ordered one at a time. Each disinfection tunnel is delivered under a separate contract. We kindly request the Contracting Authority to change the criteria as follows: The tenderer has delivered supplies (proportion carried out by the candidate) under one or more contracts with a cumulative budget of at least EUR 50.000 in supply of external vehicle disinfection system (e.g. truck, train, plain) implemented during the reference period.

**QUESTION-7:**

*ADDITIONAL INFORMATION ABOUT THE CONTRACT NOTICE SELECTION AND AWARD CRITERIA*

*1. Selection criteria 2) Technical capacity*

My company is experienced in the field of supplying thermal camera systems and disinfection systems for government and private organisations. It has successfully completed many projects in this regard. We have also much experience working with subcontractors in the field of disinfection systems. We are very confident that we can successfully implement this project with great success. However, since the disinfection system costs are below EUR 50.000 in Turkey, we have no reference contract with the value of EUR 50.000 and above. Thus, we kindly request to re-phrase above technical capacity to read as below:

2) Technical capacity (based on items 5 and 6 of the tender form for supply contracts). The reference period which will be taken into account will be the last three years from submission deadline. The tenderer has delivered supplies (proportion carried out by the candidate) under at least one contract with a budget of at least EUR 50.000 in supply of external vehicle disinfection system (e.g. truck, train, plain) and/or thermal camera systems implemented during the reference period.

**ANSWER 6 and 7:**

Technical Capacity of Selection Criteria remains as defined in the Article 18.2 of the Additional Information about the Contract Notice. Please also refer to the Answer-8.

**QUESTION-8:**

*Additional information about the Contract Notice page 3-4*

The tenderer has delivered supplies (proportion carried out by the candidate) under at least one contract with a budget of at least EUR 50.000 in supply of external vehicle disinfection system (e.g. truck, train, plain) implemented during the reference period. In the examples provided for external vehicle disinfection system (e.g. truck, train, plain), is there an editorial error in the word "plain" which should read as "plane"? Or does it imply any kind of "plain" external disinfection systems?

**ANSWER-8:**

Please refer to the Changes to the Additional Information about the Contract Notice and to the Supply Tender Dossier No.1.

**QUESTION-9:**

*DRAFT CONTRACT Article 1 Subject page 3 of 5*

For Items 1.1 and 1.2: The implementation period will last 165 calendar days: For Items 1.3 and 1.4: The implementation period will last 90 calendar days: Project will be implemented under one complete Lot. But there are two separate timelines for disinfection systems and thermal camera systems. Please explain in more detail about payment schedules and warranty periods of these systems. For instance, if we complete thermal camera system installation on 90th day and receive provisional acceptance, will we get our payment related to this portion of the project? Will the warranty period start from 90th day or 165th day of the project?

**ANSWER-9:**

Please refer to the Articles 26 and 32 of Special Conditions and Annex I: General Conditions of PART B in the tender dossier.

**QUESTION-10:**

*A. INSTRUCTIONS TO TENDERERS 3. Participation Page 3 of 16*

3.1 Participation is open to all natural persons who are nationals of and legal persons (participating either individually or in a grouping – consortium – of tenderers) which are effectively established in a Member State of the European Union or in a eligible country or territory as defined under the Regulation (EU) No 236/2014 establishing common rules and procedures for the implementation of the Union's instruments for external action (CIR) for the applicable instrument under which the contract is financed (see also the additional information about contract notice). Participation is also open to international organisations. All supplies under this contract must originate in one or more of these countries. However, they may originate from any country when the amount of the supplies to be purchased (as a whole or, if divided into lots, per lot) is below EUR 100 000. If our price offer is below EUR 100.000, can we provide supplies originating from any country other than EU and Turkey?

**ANSWER 10:**

The Article 3.1 of the Instructions to Tenderers of PART A in the tender dossier is self-explanatory. All supplies under this contract must originate in one or more of these countries. However, they may originate from any country when the amount of the supplies to be purchased (as a whole or, if divided into lots, per lot) is below EUR 100 000.

**QUESTION-11:**

*SPECIAL CONDITIONS Article 10 Origin Page 2 of 7*

All supplies under this contract may originate from any country. Does it imply that we can provide any supplies originating from any country? Can we provide sub items of disinfection system, such as disinfection liquid, water tank, PLC etc. originated from other countries except EU or Turkey?

**ANSWER-11:**

Please refer to the Article 4 in the Additional Information about the Contract Notice and the Article 3.1 and the Article 4 in the Instructions to Tenderers of PART A in the tender dossier. For further information and definition of origin, please refer to the Sections 2.3.5 to 2.3.8 in the Practical Guide on contract procedures for European Union external action (PRAG) http://ec.europa.eu/europeaid/prag/document.do.

**QUESTION-12:**

*ANNEX I: GENERAL CONDITIONS Article 32 - Warranty obligations Page 27 of 36*

32.7. Save where otherwise provided in the special conditions, the duration of the warranty period shall be 365 days. The warranty period shall commence on the date of provisional acceptance and may recommence in accordance with Article 32.3. Warranty period is stated as 365 days here. There is a contradiction with other tender documents. Please clarify warranty period. Is it 1 year or 2 years?

**ANSWER-12:**

There is no contradiction. All supplies to be provided under this contract shall be warranted with 365-day duration by the contractor in line with the provisions of Article 32 of Annex I: the General Conditions of PART B in the tender dossier. In addition to this, all supplies to be provided under this contract shall be accompanied by a commercial warranty with 2-year duration according to the applicable law as defined in the Article 32 of the Special Conditions of PART B.

\*\*\*