



MUNICIPAL ENTERPRISE "SUSISIEKIMO PASLAUGOS"
PROCUREMENT DIVISION

To interested participants
by CPP IS means of correspondence

02/05/2025 No. 2025-SD-616

On informing suppliers

The Public Procurement Commission (hereinafter - the Commission), a permanent commission established by the Municipal enterprise "Susisiekimo paslaugos", is conducting a public procurement procedure for **The traffic light control software, installation, maintenance, additional services and supply of intersection controllers** by means of an open (international) tender procedure, procurement ID 1766705 (hereinafter - the Procurement).

The Commission has received questions from interested suppliers via the Central Public Procurement Information System on the requirements set out in the tender conditions. The Commission has examined the questions and is providing the answers:

1. Question: Technical Specification, III. GENERAL REQUIREMENTS - clause 2. 290 existing controllers + 210 new controllers (500 in total) or are the 210 new ones already included in the 290?

Answer: The Customer informs that the planned acquisition of a maximum of 210 new controllers is included in the total quantity of 290 controllers to be connected to the System.

2. Question: Technical Specification, III. GENERAL REQUIREMENTS - clause 2. Do you plan to keep the functionality of the existing traffic control central system SiTraffic Scala in the event that you purchase another system? If yes, for how long?

Answer: Please be advised that the implementation of the new system will take up to 6 months. During this time, the operation of the existing SiTraffic Scala will be maintained. SiTraffic Scala can be maintained for longer if required, but there is no specific time limit for when SiTraffic Scala will stop working (if another manufacturer's system is installed). This will depend on the progress of intersection reconstructions/repairs and the installation of new controllers.



3. Question: Technical Specification, IV. SYSTEM REQUIREMENTS - clause 21. Do you plan to keep the functionality of the existing real time traffic adaptive system at intersections in case you purchase another adaptive control system? If yes, for how long? Do you have a strategy for transitioning from the centralized management of traffic adaptive control to the new system without disrupting the existing quality of traffic management? How long should the transition period be? (based on the requirements of Chapter IV to ensure the continuity of the existing system).

Answer: Please note that the implementation of the new System will take up to 6 months. During this time the existing functionality of the adaptive module for real-time optimization of operating modes will be maintained. The functionality of the existing adaptive module for real-time optimization of operating modes can be maintained for longer if required, but there is no specific time limit for when it will cease to function (if another manufacturer's System is installed). This will depend on the progress of intersection reconstructions/repairs and the installation of new controllers.

The plan for the changeover/migration of the intersection controllers to the new System is set out in Annex 2 to the Technical Specification (brief description in Clause 62 of the Technical Specification). The main objective is to switch all existing controllers to the new System (in accordance with Chapter V of the Technical Specification) and to test the basic functionality of the controllers (from a manufacturer other than the System manufacturer) (in accordance with Annex 3 of the Technical Specification). If there are/will be existing System manufacturer's controllers installed in Vilnius at the time of the deployment of the System, the Supplier will be obliged to test not only the basic functionality of the System and those controllers, but also to implement the functionality of the adaptive module for real-time optimization of operating modes and the public transport priority (hereinafter - PTP) module.

In order to avoid any disruption to the quality of the traffic management and in order to maintain the flexibility of the existing controllers at the maximum level possible Customer will support the operation of the current adaptive module for real-time optimization of operating modes with existing controllers. The duration of this maintenance will depend on the progress of the intersection reconstructions/repairs and the installation of the new controllers.

4. Question: Technical Specification, IV. SYSTEM REQUIREMENTS, b. Public transport priority module. List of Priority Routes and Intersections

- Question: Which routes and intersections will be prioritized for the implementation of the PTP module? What is the implementation phase and deadlines? Is this not included in the scope of this project?
- Explanation: Without a plan of priority locations and phases, it is difficult to estimate the required resources and costs.
- Request: We ask you to prepare a clear list of priority routes and intersections, including pilot operations in specific corridors.



Answer: Footnote 3 of Clause 25 of the Technical Specification states that if at the time of installation of the System in Vilnius there are/will be already System manufacturer's controllers installed, the Supplier must configure, run and test the PTP module on the System and on those controllers. The configuration of the PTP module will be adjusted during the installation of the System. The Customer notes that the development of the functionality of the PTP module will be carried out in a phased manner, with the installation of new controllers in conjunction with the intersection repairs, and that the exact conditions for public transport priority will therefore be specified at the time of ordering of the controllers. Yes, the work for the adjustment/calibration of the PTP module of the System and the programming of the functionality of the controllers with public transport priority will be carried out under this Agreement. The Customer notes that the necessary adjustment/calibration of the PTP module in the System must also be carried out during the development and launch of the controller programmes.

5. Question: Technical Specification, IV. SYSTEM REQUIREMENTS, b. Public transport priority module. Responsibility for quality of PTP solution

- Question: Who takes responsibility for the effectiveness of public transport priority – the system supplier or the customer, who provides data from the “Ridango AVL” system?
- Explanation: Clearly defined responsibilities help ensure effective cooperation and problem solving.
- Request: We ask you to prepare a responsibility and quality management agreement between the supplier and the customer.

Answer: In Clause 26 of the Technical Specification, the Customer specifies the frequency with which public transport vehicle data can be updated in the Ridango AVL system. The Supplier shall adapt the operation of the PTP module to the data received from the Ridango AVL system and to the frequency with which it is updated. If the data will be updated at a frequency agreed by both parties (the Customer and the Supplier) at the time of the implementation of the System, the Supplier will be responsible for the proper and efficient functioning of the PTP Module.

6. Question: Technical Specification, IV. SYSTEM REQUIREMENTS, b. Public transport priority module. Quality measurement for PTP solution

- Question: What indicators will be used to assess the effectiveness of public transport priority?
- Explanation: Specific indicators, such as public transport speed, delay time and passenger satisfaction, help to assess the impact of the system.
- Request: We ask you to develop clear criteria for assessing effectiveness, which would be included in the system supply contract.

Answer: The indicators that will be used to assess the effectiveness of the PTP module are described in Clause 33 of the Technical Specification. Key indicators: travel time of public



transport vehicles, waiting time of public transport vehicles, average, minimum and maximum speed of public transport vehicles.

7. Question: Technical Specification, V. INSTALLATION SERVICES- clause 52. Will it be possible to provide the virtual servers/machines by the supplier if this is necessary for the system's functionality?

Answer: The Customer prefers to build the virtual servers or machines itself according to the needs of the Supplier, but it is also possible to migrate virtual servers or machines prepared by the Supplier into the server infrastructure prepared by the Customer.

8. Question: Technical Specification, IV. SYSTEM REQUIREMENTS - clause 10. We want to point out, that it is mandatory to have a detector or measurement point which can be used to generate the LOS for each signal group. Could you please confirm?

Answer: The Customer will provide information on each detector/measurement point at an intersection, its assignment to a signal group and its positioning at the intersection during the implementation of the System.

9. Question: Technical Specification, IV. SYSTEM REQUIREMENTS - clause 10. Is this required for all 290 existing intersections or only for a limited defined number of intersections? If the second applies please specify the number of intersections.

Answer: Please note that real-time LOS display on the map applies to all intersections (all 290 existing connected controllers and their detectors).

10. Question: Technical Specification, IV. SYSTEM REQUIREMENTS - clause 22. Do we understand it correct, that the new system has to have the same performance (or better) as the existing SITRAFFIC Scala system?

Answer: We clarify that, in terms of functionality, the Customer is seeking to acquire a more modern and smarter system that will be able to adapt more flexibly, more efficiently and react more quickly to changes in traffic flows, reducing disruption to the quality of traffic management. The performance of the system depends not only on the System in place but also on the controllers and the number of controllers that are fully compatible with the system, so that the maximum performance of the System will be achieved by installing the new controllers and by running all the controller-compatible modules and their functionalities foreseen by the System.

11. Question: Technical Specification, IV. SYSTEM REQUIREMENTS - clause 22. Do we understand it correct, that it shall be investigated and agreed with the customer how the existing transport corridors could be modified (change in length), but that the effort for changing of the corridors will be ordered under a separate agreement?



Answer: Clause 22 of the Technical Specification specifies that the System shall include a network of coordinated intersections (corridors) based on the corridors developed in the existing SiTraffic Scala. The network of existing transport corridors is publicly available at www.judu.lt:

<https://portal.sisp.lt/portal/apps/experiencebuilder/experience/?id=582dea096a6747dc9e9fe840f9be379d> (Section: Traffic light intersections). This refers to all the corridors shown on the reference map. As an additional clarification, corridors that are coordinated locally (at the level of the controllers) must not be affected. Corridors that are coordinated by switching coordinated control signal plans on existing controllers from the existing SiTraffic Scala software calendar/schedule shall not be impaired and an equivalent coordinated control signal plan switching calendar/schedule shall be created in the new System (Clause 65-67 of the Technical Specification).

Please note that the lengths and other parameters of the corridors whose controllers will be controlled by the System's adaptive module for real-time optimization of operating modes will need to be adjusted during the implementation of the System under the same Agreement.

12. Question: Technical Specification, IV. SYSTEM REQUIREMENTS, b. Public transport priority module – clause 25. Could the customer confirm that the priority call shall be based on R09 telegrams which is a standard in OCIT-O communication?

Answer: The Customer shall not restrict the way in which commands and messages are sent between the PTP module and the controllers. It is important that the communication between the PTP module and the controllers is OCIT 3.0 based.

13. Question: Technical Specification, V. INSTALLATION SERVICES - clause 51.1. Do we understand it in the correct way, that the mentioned storage size refers only to the space needed for storing 2 years of traffic flow data?

Answer: Clause 51.1 of the Technical Specification states that the Supplier shall specify the storage capacity required for the System, including Customer data for traffic flows that are at least 2 years old. This means that the Supplier has to estimate the storage size required for the new System (virtual machines) + 2 TB of Customer traffic data.

14. Question: Technical Specification, VI. MAINTENANCE SERVICES - clause 91. Do the customer confirm, that the supplier will not be held reliable if restoring of the system fails, because of a corrupted backup for which the customer is responsible?

Answer: The Customer can neither confirm nor deny this statement, which is not mentioned in Clause 91 of the technical specification. Clause 91 of the Technical Specification states that in the event of a failure of the Customer's server infrastructure, the Supplier will have to restore the operation of the System and that the timeframe for restoration will be mutually agreed, but that the restoration obligation for the Supplier remains.



15. Question: Technical Specification, V. INSTALLATION SERVICES - clause 64.

Who will be responsible if the current/existing controllers fail to fulfill the basic OCIT functions with the new system?

Answer: We understand the Supplier's concern about integrating all existing controllers from different manufacturers into the new System via the OCIT protocol. In preparation for this procurement, the Customer has carried out a thorough market study and investigated the possibility of integrating the traffic light controllers in Vilnius into other manufacturers' traffic light control software. Based on the results of the market study, the traffic light controllers in Vilnius fulfil the basic functionality of OCIT and can be integrated into other traffic light control software. In the case of controller integration issues during the implementation of the System, the Supplier and the Customer will jointly manage the resolution of the deficiencies in the basic OCIT functionality of third-party controllers in the new System.

16. Question: GENERAL CONDITIONS TO THE AGREEMENT - clause 7.3.4.

Could you explain this condition more detailed, does that mean the warranty restarts from the beginning (from zero) for the repaired parts of the Goods or the new part of the Goods delivered and replaced?

Answer: Please note that Clause 7.3.4 of the General Conditions to the Agreement must be applied in conjunction with Clause 7.1.2. I.e. the warranty period after the repair is not a new warranty period, but a continuation of the original warranty period which was suspended in accordance with Clause 7.1.2 of the General Conditions to the Agreement.

17. Question: Technical Specification, IV. SYSTEM REQUIREMENTS - clause 6.

Does user interface of traffic planning and controllers programming tool for traffic engineers, have to be translated into Lithuanian language?

Answer: Please note that the controller data correction and sending module for engineers does not have to be translated into Lithuanian.

18. Question: CONDITIONS OF PROCUREMENT - clause 95.3.1.

Please explain, how the memory, required for storage for the software and data, is related to this price?

Answer: Please note that the Customer has decided to deploy the new System on the Customer's server infrastructure (Clause 51 of the Technical Specification). The Customer will incur costs for the preparation of the infrastructure and for the purchase/lease of the data storage. The higher the storage capacity required for the new System with the Customer's data, the more the Customer will incur the cost of expanding or leasing the storage capacity, and therefore the Customer considers that a System requiring a higher storage capacity generally makes the bid more expensive.



19. Question: Technical Specification, IV. SYSTEM REQUIREMENTS, c. Cyber security - clause 34.1. Do we understand it in the correct way, that it is required that the system must be able to connect with an existing (Customer) IDP?

Answer: According to Clause 34 of the Technical Specification, the new System shall have a separate solution for its two-factor authentication (2FA) method.

20. Question: Technical Specification, VIII. SUPPLY OF CONTROLLERS - clause 97. Will the controller packages need to be delivered to the Customer's warehouse, or will the Supplier have to store the controllers in its own warehouse? If the Supplier will be responsible for storing the controllers, what is the maximum quantity of controllers will be stored in the supplier's warehouse?

Answer: Please note that at the start of the intersection reconstruction/repair works (after the signing of the agreement with the contractor who will carry out the intersection reconstruction/repair works), the Customer will place orders with the Supplier and will ask for the delivery of the controllers to the warehouse of the contractor who will carry out the physical reconstruction/repair of the intersections.

21. Question: Technical Specification, IV. SYSTEM REQUIREMENTS - clause 15.12. Could the customer please explain which kind of queries he is thinking about and what shall be achieved with such queries?

Answer: Clause 15.12 of the Technical Specification refers to the ability of the System user to search for intersection signal groups by their duration or for sensors by their occupancy through the System user interface interactive operating mode diagram, for example: at what time of the day was the duration of signal group X longer than Y seconds.

22. Question: CONDITIONS OF PROCUREMENT - clause 95.6. Can the customer clarify if with "new controllers" only the controllers purchased within this tender are meant or also controllers of other vendors have to be considered as "new controllers"?

Answer: Clause 95.6 of the Conditions of Procurement refers to the integration of new controllers into the System. Please be advised that this refers to a common way of integrating all controllers supporting OCIT functionality into the System. These terms apply both to existing controllers, to controllers to be ordered during the execution of the Agreement, and to controllers to be deployed in the future (outside the scope of this Agreement) that will support the OCIT functionality.

23. Question: CONDITIONS OF PROCUREMENT - clause 95.6. Question related to the required method "Automatic":
OCIT-O is not designed to feed supply data (configuration data) to central systems (OCIT UTC-system) from the controller to the central.



Moreover to use the mechanisms (which are designed to send supply data from the central or the traffic engineers workplace to the controller) of remote supply for traffic controllers from different manufacturers, an OCIT-VD-Server is required. While using the VD-Server for different controller suppliers it is only possible to transmit the standardized supply data as defined in the "supply data block for the user supply". This will lead to the fact, that not all required data can be transmitted between the central system and the controllers. For example: detectors or digital inputs; signal groups or digital outputs; etc.

From our point of view, the requirements of the "automatic" method cannot be completely fulfilled by using OCIT-O.

Could the customer please clarify this situation?

Answer: The Automatic integration of controllers into the System referred to in the table in Clause 95.6 of the Conditions of Procurement refers to the automatic transfer of standardised data (signal group numbers and names, sensor numbers and names, and/or signal plan numbers and names) into the System after an account for the controller has been created in the System with all the necessary OCIT and communication identification data, which are entered into the System manually. The Customer has no restriction if this functionality requires to install additional OCIT functionality in the System (e.g. the OCIT-VD server mentioned by the Supplier).

24. Question: Annex 1.1 "Technical Specification" (hereinafter - "TS") of the Conditions of Procurement specifies that the Customer shall use the Odoo system for logging of System faults, monitoring of fault rectification timeframes, and provision of formal questions, answers and comments on the causes of faults and the progress of resolution (service desk). It is further specified that the Supplier shall receive and respond to the Customer's recorded reports (queries) of System failures on the Customer's service desk on the Odoo platform.

Please specify:

- (a) Will the Customer provide access to this system and create the necessary user logins for the Supplier?
- (b) Will the Customer train the Supplier's technicians on the Odoo system?
- (c) Can the messages and data from the Odoo system be integrated with the Supplier's other existing service desk system - CDESK?

Answer: Please be advised that the Customer will provide access and create users for the Supplier on the Customer's service desk on the Odoo platform. The Customer will also train the Supplier's specialists on how to use and respond to the Customer's requests on the Odoo platform. Please note that it is possible to transfer query data from the Odoo platform to other systems. Currently, there is no integration between the Odoo platform and the CDESK system referred to by the Supplier, but during the implementation of the System, such integration may be implemented through a joint effort between the Customer and the Supplier.



25. Question: Clause 99 of the TS states that "The Supplier shall include the cost of developing the programmes for the controllers in the price of the controllers. The Customer shall provide all information necessary for the development of the controller programme at the time of ordering the controllers". Normally, this information shall be contained in the technical working project of the intersection. However, in our experience, it is known that the technical working projects are usually incomplete. They are very often missing the traffic management part - traffic flows, phases, phase transitions, safety times, coordinated and uncoordinated plans etc. Please confirm that the Customer will definitely provide all the information necessary for the development of the controller programme.

Answer: We confirm that the Customer will provide all the information necessary for the development of the controller programme. If the projects prepared do not contain all the necessary data for the development of the programmes, the Customer will provide additional data.

26. Question: As stated in TS 2.1. "The Supplier must install a new System with licences for monitoring and management of traffic light intersections and crossings in Vilnius City, integrating all 290 units of controllers of Vilnius city intersections through the OCIT protocol". Controllers from 5 different manufacturers (Siemens, Yunex, Swarco, Dynniq and Cross) of different models are to be connected to the System. Some of the controllers are old and no longer supported. Please explain how, in the absence of formal support from the controller manufacturers, the customer intends to maintain the long-term stability of the old controllers and the continuity of the integration?

Answer: The Customer shall describe in Chapter VIII SUPPLY OF CONTROLLERS the supply of new controllers compatible with the System. These controllers will be installed in Vilnius City during the reconstruction/repair works of intersections and crossings (under separate agreement). In this way, the Vilnius City Municipal Administration, together with the Customer, plans to upgrade the city's intersections and crossings and to ensure the reliability of the operation of the controllers (controllers \geq 15 years old will be replaced), the stability of the supply of spare parts and the continuity of the integration of the new controllers into the new System, which will support the functionalities of all the System modules.

27. Question: Although all 290 existing controllers use the OCIT protocol, it is known from practice that there will be difficulties in integrating some of the existing controllers into the new System. Competing manufacturers will not provide assistance to the successful supplier and it is therefore critical to be able to independently change the parameters of the controllers. In this context, please confirm that the Customer has the necessary tools with unrestricted access to the controllers and has the ability to modify the parameters and configurations of the controllers in order to ensure their proper integration.



Answer: Please be advised that the Customer has administrative rights to change the programs and parameters of all controllers, has unrestricted access and remote access to the controllers, and therefore, when integrating the existing controllers into the new System, the Customer will provide maximum assistance and information to change the configuration of the existing controllers. Please note that the Customer does not have the ability to create new firmware versions for existing controllers, this is the responsibility of the controller manufacturers.

28. Question: Project Timeline and Implementation Risks. In light of the ambitious six-month timeline for full system deployment, what measures will the City undertake to guarantee the timely availability of all requisite hardware, network configurations, and local IT resources, particularly for on-premises installations that must comply fully with the technical specifications of our software solution? Given the complexity of the required system and its integration with existing infrastructure, how will the City ensure that all prerequisites are satisfied to enable a rapid and seamless deployment?

Answer: We understand the Supplier's concerns about deploying a System of this scale within a 6-month period. We would like to highlight that the existing traffic light control software will be maintained during the deployment of the new System. The migration of the existing controllers to the new System will be phased in order to ensure the quality of traffic management and to avoid inconvenience for the citizens when moving through the city streets. We underline that the Customer will provide maximum support and assistance during the implementation of the new System, consisting of:

- Regular and prompt communication and cooperation with the Supplier, provision to the Supplier of all necessary information and data on the existing controllers and other data required for the smooth installation and configuration of the new System.

- Assignment of a representative competent in the field of traffic management systems to the Agreement.

- IT team support for virtual machines, network configuration, prompt resolution of other IT issues and problems related to the Customer's server infrastructure. Possible migration of virtual server prepared by the Supplier (if necessary).

- Consultation of a cyber security expert.

- Assistance with migration of existing traffic light controllers to the new System. The Customer has administrative rights to change the programs and parameters of all existing controllers, unrestricted access and remote login to the controllers, and the Customer will provide maximum assistance and information for the integration of the existing controllers into the new System in order to reconfigure the existing controllers.

We are interested in a smooth implementation of the project and we will make every effort to ensure that any obstacles that may arise on the Customer's side that may disrupt the Supplier's service delivery are quickly resolved and that the System is implemented within the agreed timeframe.



The Supplier's extensive experience in the deployment of this type traffic management systems requires the Supplier to establish a service delivery schedule reflecting the Supplier's proposed phased deployment strategy.

29. Question: Integration with Existing Infrastructure. Inquiry 1: What level of access and documentation will be provided regarding existing infrastructure, interfaces, and legacy systems to ensure effective integration with the new ITS solution?

Inquiry 2: How will the City ensure a level playing field for all bidders, considering that the incumbent technology provider possesses exclusive knowledge of proprietary database structures and strategy logic (e.g., SCALA data and SiTraffic strategies), which are essential for implementation but currently inaccessible to other contractors?

Answer: for inquiry 1: The Customer shall provide in Annex 1 to the Technical Specification the details of all controllers to be connected to the new System. After the entry into force of the Agreement, the Customer shall provide the network configuration necessary for the integration of the controllers, the configuration of the virtual machines and other modules of the System. Chapter V. INSTALLATION SERVICES c. Data Integration describes the solution for the existing data transfer interface (to the Customer's ArcGis and DWH databases) to be implemented (not necessarily in the same way) in the new System. The Customer shall have administration rights on all systems including the existing traffic light control software. The Customer shall provide full assistance and advice in the development of the data integration interfaces between the new System and the Customer's existing systems.

For inquiry 2: In accordance with Clause 23.2 of the Technical Specification, the Customer shall provide the current configuration of strategies and scenarios at the time of deployment of the System. The Supplier may implement the development and deployment of these strategies in the manner of its choice. It is important to the Customer that the conditions/criteria and performance of the new strategies of the System are consistent with the performance of the existing strategies. Please be advised that the Customer does not restrict the manner in which the Customer's data is migrated to the new System. In the event of difficulties in migrating/integrating the Customer's data into the new System, there are methods available to migrate the Customer's data into the new System manually using .csv data file import/export methods. These methods are efficient but time consuming.

30. Question: Data Security and Privacy Requirements. Can the City clarify its expectations regarding data security, privacy compliance, and auditability? For example, we have identified a security risk in the use of DHCP for control unit configuration.

Answer: Please note that Chapter IV of the Technical Specification, SYSTEM REQUIREMENTS c. Cyber security, describes the requirements for ensuring the security of the System. Clause 82 of the Technical Specification defines the responsibilities for the provision of System maintenance services. Finally, the Supplier shall confirm, for the services listed in the

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Technical Specification, that the party responsible for the development of the System shall provide evidence that third-party access to information processing facilities is strictly controlled and complies with the EN ISO 9001 (or equivalent) and ISO/IEC 27001 (or equivalent) standards (Clause 107 of the Technical Specification). We note that the requirement to develop/implement DHCP functionality for the automatic assignment of IP addresses to controllers, which was mentioned during the market consultation, is deleted from Chapter IV SYSTEM REQUIREMENTS and is not mandatory. Please consider the requirement in table of Annex 3, clause 10 of the Technical Specification as non-mandatory if the new System does not have DHCP functionality installed.

31. Question: Availability of Local Support and Resources. Will the City guarantee the availability of local support staff, IT personnel, and decision-makers during critical project phases, such as network configuration, system installation, and acceptance testing?

Answer: We emphasize that the Customer will provide maximum support and assistance during the implementation of the new System, including:

- Regular and prompt communication and cooperation with the Supplier, providing the Supplier with all necessary information and data on existing controllers and other data required for the smooth installation and configuration of the new System.

- Assignment of a representative competent in the field of traffic management systems to the Agreement.

- IT team support for virtual machines, network configuration, prompt resolution of other IT issues and problems related to the Customer's server infrastructure.

- Consultation of a cyber security expert.

- Assistance with migration of existing traffic light controllers to the new System. The Customer has administrative rights to change the programs and parameters of all existing controllers, unrestricted access and remote login to the controllers, therefore, when integrating the existing controllers into the new System, the Customer will provide maximum assistance and information to change the configuration of the existing controllers.

32. Question: Change Management and Scope Adjustments. How will the City address change requests, unforeseen technical challenges, or scope adjustments that may arise during project execution?

Answer: The Customer shall use its best efforts to ensure that all matters relating to the implementation of the System are resolved expeditiously within the scope of this Agreement. The Customer is also experienced in traffic light system installation and upgrading processes and has dealt with various unforeseen situations. In the event of situations which may cause delays in the implementation of the System through no fault of the Supplier, the Customer will use all its available resources (IT support or other partners). The Supplier shall, when examining the procurement documents, responsibly assess whether its proposed System meets the



Customer's requirements and, if additional enhancements/modifications to the System are required in order to meet the Customer's requirements, the Supplier shall assess this within the timeframe of the bid submission and include the additional costs of the System enhancements in the bid.

33. Question: Technology Readiness and Future-Proofing. Does the City intend to require suppliers to demonstrate readiness for emerging technologies such as AI and V2X, given their growing importance in traffic management?

Answer: We clarify that the Customer has included a general requirement in Clause 73 of the Technical Specification regarding the use of V2X technology, which states that the System to be deployed must support V2X technology to monitor, integrate and manage V2X devices. We note that Clause 43 of the Technical Specification foresees the possible integration of third-party equipment via APIs. For the deployment of smart traffic detectors in urban areas with AI functionality, the Customer is considering the possibility to integrate the AI data from the detectors into the System via API (outside the System deployment period), using the ordering of Additional services option.

34. Question: Uncapped Penalties and Excessive Financial Risk. Inquiry 1: The current tender documentation does not specify a cap on contractual penalties, thereby exposing contractors to unlimited financial liability. This represents a substantial and unquantifiable risk, which may deter reputable suppliers from participating and ultimately undermine the objectives of fair competition and value for money.

Inquiry 2: Considering the requirement for 99% system availability per day, how will the City address the practical challenges of less frequent but longer maintenance-related downtimes and ensure that contractors are not held responsible for outages attributable to third-party IT infrastructure?

Additional Inquiry: What is the required granularity and frequency of reliability reports?

Answer: for inquiry 1: The penalty system described in Chapter 9 of the Special Conditions to the Agreement is proportionate to the volume of services to be procured and the value of the Agreement. The objective of the Customer is to procure a quality product and to obtain a quality service which will meet the requirements of the Technical Specification. Penalty payments may be applied in the event of serious breaches of the terms of the Agreement and in the event of unwillingness of the Supplier to co-operate and to provide a quality service. The Customer must consider all potential risks in the management of critical urban infrastructure and the penalty system described above demonstrates the seriousness of the Customer's approach and the product and services being procured. Please be advised that Clause 17.2 of the General Conditions to the Agreement provides for a limitation of liability: *17.2. Payment of default penalty and/or receipt of the Agreement Performance Security shall not waive the right of a Party to claim compensation from the other Party for any loss incurred by*



it. The default penalty provided for in this Agreement shall be deemed to be the minimum unprovable loss of the Parties. Each Party shall be entitled to recover from the other Party damages resulting from the improper performance or non-performance by the other Party of its obligations under the Agreement up to the value of the Initial Agreement Value, exclusive of VAT, if the legislation does not stipulate that a higher amount must be compensated. The limitation of liability provided for in this Point shall not apply if the damage is caused by a breach of obligations of confidentiality, of legislation on the protection of personal data or of intellectual property rights.

For inquiry 2: We clarify that the availability of the System is described in Clause 83 of the Technical Specification, which defines the measurement of the availability of the System by the NINES method and applies the one-week and one-year availability measurement (according to Table 3 of the Technical Specification). According to the NINES method, one week of System unavailability is equivalent to 1 hour, 41 minutes, and the annual unavailability is 3.65 days. The 99.9% SLA method proposed by the Supplier assumes a system downtime of up to 10 min 05 s for one week and up to 8 hrs 45 min 47 s for one year. The Customer does not require such a high availability of the System, as during short-term System downtime the controllers would temporarily switch to local control, but traffic safety on the streets would be ensured.

The Customer's choice of this approach allows the Supplier to be more flexible in the choice of the maintenance model and to perform the necessary reboots of the System during the maintenance of the System (upgrades) as and when required, thus ensuring that the availability of the System is still high.

Cases where System availability falls below the required level through no fault of the Supplier would be evaluated on a case-by-case basis and time when the System is down due to parties other than the Customer would not be included in the calculation of System availability.

For additional inquiry: The granularity of System availability is required on the basis of the one-week and one-year gradation in Table 3 of the Technical Specification. It would be an advantage to implement an additional one-month measurement of System availability.

35. Question: Clause 64 of the Technical Specification of the Purchase Conditions specifies that Supplier shall perform testing of the basic OCIT functionality of the existing controllers (Siemens, Yunex, Swarco, Dynniq and Cross) (switching of signalling programs, display of the interactive diagram, display of detector data, display of errors and warnings and storing of error messages) according to the test protocol provided by the Customer (Annex 3 to the Technical Specification).

Please confirm that we understand correctly that the testing of the basic functionality will have to be carried out only for each model of Siemens, Yunex, Swarco, Dynniq and Cross controllers, and not for all 290 controllers separately.



Answer: We confirm that the basic OCIT functionality testing in accordance with Annex 3 of the Technical Specification for the integration of the existing controllers into the new System shall only be carried out for each model of Siemens, Yunex, Swarco, Dynniq and Cross controllers (for one controller per model), and not for each of the 290 controllers separately.

The commission received requests from interested suppliers to extend the deadline for submitting proposals through the Central Public Procurement Information System. The commission informs that it has decided not to extend the deadline for submitting proposals. We invite you to submit proposals by **May 12, 2025, at 09:00 AM**.

Chairman of the Public Procurement Commission

Mikalojus Tinteris

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