



INTERNATIONAL UNION
OF RAILWAYS

Questions and Answers

Tender “NETWORK-MONITOR”

Reference: NETWORK_MONITOR-TENDER-2024-04-24

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Revision	Date	Description
1	23/05/2024	First publication, questions and answers from n°1 to n°5.

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N°	Question	Answer
Q1	We did not find a liability limit in the provided documentation. Please confirm that the liability is limited to the contract price and excludes indirect and consequential damages.	Liability and insurance aspects are handled in the Article 8 of the draft contract. The draft contract does not provide for such limitation or exclusion of liability.
Q2	We did not find a work modification regime in the provided documentation. Please clarify what happens if modifications to the work are requested and under what conditions. In any case, it should be documented separately with an agreed-upon price and duration for the modification.	No modifications to the work are foreseen. Any modification of the work shall be subject to prior written agreement between parties.
Q3	In accordance with Article 12 – Applicable Law, we would like a period to amicably	Agreed and principle already provided under the draft contract. If service provider wishes

	resolve conflicts before directly resorting to the Court of Paris.	to state a specific period to resolve amicably a dispute, please suggest.
Q4	The provided documentation does not specify anything regarding suspension and termination. We would like to know if each party is entitled to terminate the contract if necessary, and if the Client terminates the contract, whether Ineco will be compensated for the work performed and the reasonably incurred expenses up to the termination date.	<p>The draft contract does not provide for suspension entitlement. Termination is addressed under clause 9 of the draft contract.</p> <p>Consequences of termination will depend on the context, whether UIC terminates for cause or with no cause.</p> <p>In any case, the work satisfactorily completed according to the contract and delivered to UIC shall be subject to payment as per contract provisions.</p> <p>In case UIC terminates for unremedied breach by Service Provider to comply with the draft contract, then Service Provider shall not be entitled to receive any other compensation for any other costs (like costs reasonably incurred) and without prejudice of UIC's entitlement to be compensated for damages it suffered as a result of the breach.</p> <p>In case UIC terminates for convenience, then Service Provider shall be entitled to compensation for duly justified costs that are reasonably and directly incurred and that unavoidable to perform the services (to the exclusion of any other compensation, indemnity, whatsoever).</p>
Q5	Given that there are both onboard and trackside detection systems, and generally speaking, trackside systems are more significant, we would like to know if the work to be performed will follow this principle and therefore require greater dedication and emphasis on trackside systems compared to onboard systems.	Indeed, the infrastructural part of the project has a more relevant weight. The on-board equipment will only be considered in the benchmarking phase. However, it would be appreciated if the consultant could provide knowledge on all HABD and HWD detection systems.