
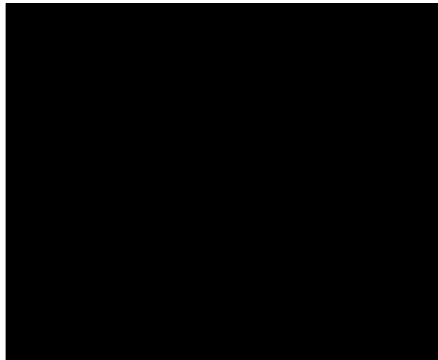


via donau - Österreichische Wasserstraßen-Gesellschaft mbH
Donau-City-Straße 1, 1220 Wien

RGO Communications Ltd.

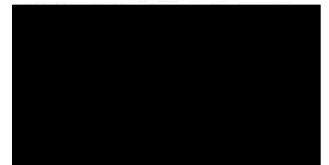

Palinovecka ulica 19/J
HR-10000 Zagreb
CROATIA

Supplier-No: 333997



via donau -
Österreichische Wasserstraßen-
Gesellschaft mbH
Donau-City-Straße 1
1220 Wien/Vienna, Austria


www.viadonau.org



WRITE TO ORDER – COUNTER-CONCLUSION LETTER

Subject: Software development and implementation of a Common Electronic Reporting System (CES) intellectual services
Your quotation from 29.05.2020 and your Last and Best Offer from 17.07.2020
Order number 20200984
Cost object 221 002 53

Processor:


u.org
10.08.2020
Control:

Dear Mr. Hrg,

On behalf of

1. Bulgarian Ports Infrastructure Company (Bulgaria)
2. Waterways Directorate of the Czech Republic (Czech Republic)
3. Ministry of Sea, Transport and Infrastructure (Croatia)
4. National Association of Radio-Distress Signalling Infocommunications (Hungary)
5. Romanian Naval Authority (Romania)
6. Ministry of Construction, Transport and Infrastructure – Directorate of Inland Water-ways (Serbia)
7. Ministry of Transport and Construction (Slovakia)
8. via donau - Österreichische Wasserstraßen-Gesellschaft mbH (Austria)

the latter acting as Awarding Entity awards you, RGO Communications Ltd., with the software development and implementation of a Common Electronic Reporting System (CES) based on your Last and Best Offer from 17.07.2020 according to the terms and conditions set out in the Service Contract.

1 Basis of contract

The following contractual conditions apply in the following order:

- This letter of order
- The attached CES Service Contract in its final version (part H)
- The Procurement Documents, specifically Invitation to submit a Last and Best Offer (part D), Offer letter and forms (part E), General requirements (part F), Specifications of ILE.10, ILE.11a, ILE.11b (part G), Requirements Catalogue (part I). All Documents are valid in its ultimate version (LABO) amended with the answers to the questions on the procurement documents
- Your Last and Best Offer from 17.07.2020
- Protocol on the 16.06.2020 of the Hearing meeting
- Your offer from 29.05.2020

2 Contract value and invoicing

TIC.2 Development & Implementation incl. Options	
1.1 - 1.3	Requirements Specification and Initial System Concept (Phase 1)
2.1 - 2.5	System Architecture and Mock-Ups (Phase 2)
3.1 - 3.11	Agile System Implementation (Phase 3)
4.1 - 4.4	Installation to operational Environment & Acceptance (Phase 4)
5.1 - 5.2	System Management
6.1 - 6.4	Project Management & Other Costs
7.2	Optional Component: Implementation of System Redundancy
	Total sum TIC.2, excl. VAT
	Reverse Charge where applicable
	Total sum TIC.2, incl. VAT
TOC.1 Operation Costs incl. Maintenance, Support & Hosting	
8.1 - 8.5	Operation & Maintenance SLA Stage 1 (during office hours) per year
9.1	Hosting per year
11.1	Optional surcharge Operation & Maintenance due to System Redundancy per year
	Total sum TOC.1, excl. VAT
	Reverse Charge where applicable
	Total sum TOC.1, incl. VAT

The order total amounts to EUR [REDACTED] excl. VAT (reverse charge, where applicable) when all partial services are called for the Development & Implementation (TIC.2). In addition, the order total amounts to EUR [REDACTED] excl. VAT (reverse charge where applicable) per year for Operation Costs incl. Maintenance, Support & Hosting (TOC.1). 3rd Level Support hours (SLA Stage 1) are ordered based on actual hours spent.

Following optional services are not part of this order and may be contracted at a later stage with a separate order letter in accordance with the provisions in the Service Contract:

7.1	Training Videos	[REDACTED]
7.3	Development of XSDs	
10.1	Change Requests pool per year, to be ordered based on actual hours spent (total volume for 4 years: € 126.000,00)	
12.1 - 12.2	Surcharge Operation & Maintenance 24/7 Support - SLA Stage 2 per year, 3 rd Level Support hours to be ordered based on actual hours spent.	

All prices of the development & implementation phases (TIC.2) are fixed prices until the end of the contract. The prices for operation costs incl. maintenance, support & hosting (TOC.1) are index-adjusted according to the Service Contract chapter 12.2. The omission of individual services does not lead to any change in the unit prices of the other partial services.

The supplier is permitted to invoice his services for Development & Implementation (TIC.2) according to the following payment schedule and provisions stated in the Service Contract chapter 13.

Phase	Milestone	Payment
Phase 1	Acceptance of Requirements Specification, Initial System Concept and Test/Acceptance manual	[REDACTED]
Phase 2	Acceptance of System Layout and Mock-Ups	[REDACTED]
Phase 3	Site Acceptance Test of all Modules comprising all Services and Interfaces agreed in the Requirements Specification	[REDACTED]
Phase 4	Acceptance of Stability and Performance Tests as well as Operational Acceptance Tests and Implementation of Version 3.0.	[REDACTED]

The billing of operation costs incl. maintenance, support & hosting (TOC.1) starts after finalisation and acceptance of development phase 4 according to the provisions in the Service Contract chapter 13.2.

A possible exceeding of the order amount is to be announced in advance demonstrably in writing with other claim loss and requires a previous express written agreement with the Contracting Authority. Exceedings without agreement with the Contracting Authority will not be recognized.

Billing addresses:

The above-mentioned payments for development & implementation (TIC.2) will be distributed among the various Contracting Authorities according to the following split specified in the Specific Joint Procurement Agreement.

Contracting Authority	Address	Rate of shared costs	Cost split phase 1-4 (TIC.2)
via donau - Österreichische Wasserstraßen-Gesellschaft mbH (Austria)	████████████████████ Donau-City-Straße 1 1220 Vienna, AUSTRIA	██████████	██████████
Bulgarian Ports Infrastructure Company (Bulgaria)	████████████████████ 69 Shipchenski Prohod Blvd., Fl. 4 1574 Sofia, BULGARIA	██████████	██████████
Waterways Directorate of the Czech Republic (Czech Republic)	Nábřeží Ludvíka Svobody 1222/12 110 15 Praha 1, CZECH REPUBLIC	20,97%	€ 120 244
Ministry of the Sea, Transport and Infrastructure (Croatia)	Prisavlje 14 10 000 Zagreb, CROATIA	██████████	██████████
National Association of Radio-Distress Signalling and Infocommunications (Hungary)	Elnök utca 1 1089 Budapest, HUNGARY	██████████	██████████
Romanian Naval Authority (Romania)	████████████████████ - RIS COMEX National Coordinator Incintă Port Nr.1 900900 Constanța, ROMANIA	██████████	██████████
Ministry of Construction, Transport and Infrastructure – Directorate for Inland Waterways (Serbia)	Francuska 9 11000 Belgrade, SERBIA	██████████	██████████
Ministry of Transport and Construction (Slovakia)	Námestie slobody č. 6 P.O.BOX 100 810 05 Bratislava, SLOVAKIA	██████████	██████████
		100,00%	██████████

The Contracting Authority will inform the supplier on the rate of shared costs for the Operation costs incl. maintenance, support & hosting (TOC.1) latest after successful acceptance of phase 4 of the project.

The following characteristics must be indicated for each invoice:

- Project title: Software development and implementation of a Common Electronic Reporting System (CES)
- Order number: 20200984

- UID-number: UID number of supplier and concerned company
- Cost object/Cost center: 221 002 53
- Supplier-number: 333997

Joint liability of the Contracting Authorities for default of payment is expressly excluded (see chapter 13.2 of the Service Contract). The contractor shall email the draft invoices on beforehand for approval by the Contracting Authority.

3 Dates

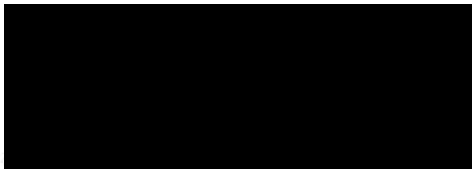
The Contract shall enter into force with the award of contract. Start of service is with the counter signature of the service contract. End of the total benefit period for the development phases and stability and performance phases including acceptance tests is aimed to be concluded by December 2021 (= acceptance of phase 4, CES version 5.0) latest but shall be defined precisely in a detailed project plan. Start and duration for support and maintenance are defined in the Service Contract chapter 8.

As a sign of your agreement, the contractor will send the second copy of the letter of order (counter-conclusion letter) and the original of the attached Service Contract meant for the Contracting Authority within 10 days to the Contracting Authority, with legally binding effect back. Changes and additions in and to the final letter and the Service Contract shall be ineffective and are not recognized by the Contracting Authority.

Finally, viadonau draws your attention to the fact that the assignment in question and thus the related documents are to be treated **confidentially**.

For the Contracting Authority:

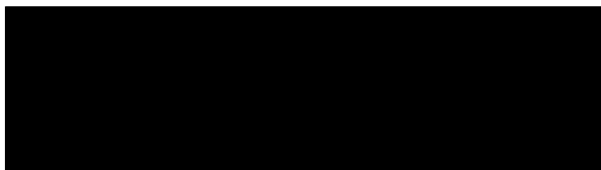
Yours sincerely



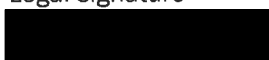
Managing Director

11.08.2020
Date

For the contractor:



Legal signature



MANAGING DIRECTOR

Date

01.09.2020

Obligation of notification

After each completed contract with a net value of EUR 50.000,- or more, the contracting authority must carry out the notification obligation via ANKÖ. In the case of construction contracts from EUR 100,000 gross, the BUAK notification must also be carried out.