



**“SUPPLY OF ROLLING STOCK (SERIES II)
FOR THE ATHENS TRAMWAY”**

RFP-241/13

CLARIFICATIONS DOCUMENT

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This Clarifications Document, issued in accordance with paragraph 7.3 of the Invitation to Tender, includes the responses to questions that have been posed by the Candidates until January 10th 2014. Apart from the responses, this Clarifications Document includes also clarifications to the Tender Documents.

A. RESPONSES TO QUESTIONS

Question 1

In document “Prod_epid_gr/ Performance Specifications”, in paragraph 1.9 “Load Definitions”, it is specified that under all loading conditions, except for AW3, folded seats, if any, are also taken into consideration in the load calculations. We can suppose that occupied folded seats, if any, are also assumed in loading condition AW 3.

Response 1

Folded seats shall be taken into consideration in the load calculations as occupied and in loading condition AW3.

Question 2

In document “Prod_epid_gr/ Performance Specifications”, in paragraph 6.1.3, all side windows shall be equipped with glass panes made of toughened tempered laminated double glass bonded by means of a transparent membrane.

Moreover, in the same unit provision is made for the installation of an anti-scratch film. As regards the requirement for toughened tempered laminated double glass bonded by means of a transparent membrane and the anti-scratch film, there seems to be a vehicle safety related problem. The implementation of both requirements extends the duration of vehicle evacuation through windows, as compared to the application of single safety glass equipped with anti-scratch film.

Based on our experience, the single safety glass with anti-scratch film presents similar safety characteristics and better properties, in case of evacuation.

In view of the above, you are kindly requested to include an additional specification allowing the application of a single safety glass with anti-scratch film.

Response 2

Article 6.1.3 of the Performance Specifications stands as it has been compiled.

Question 3

In the English version of the document “Conditions of Contract”, in paragraph 10.2.1 reference is made to the payment of 42% of the overall value of the placement of the order upon delivery of the main spare parts. In the Greek version, reference is made to 2%. Please clarify that the 2% is the correct value.

Response 3

As per Article 21 of the Invitation to Tender, Greek is the official language of the Tender conduct and, thus, the Greek version referring to 2% on the Overall Lump sum Price is the prevailing one.

Question 4

According to our information, two tenders have been published in the TED of the European Union. Please clarify which TED number is the valid one and what date must be used as the official date of publication.

The following TED documents are at our disposal:
2013/S 224-390672, date of issuance: 08.11.2013, and
2013/S 227-395652, date of issuance: 12.11.2013.

You are kindly requested to inform us on the official TED number and the official date of issuance.

Response 4

AM transmitted the Invitation to Tender for publication in the Official Journal of the European Union, by email and by post on 08.11.13, as it ought to do.

The services concerned of the Official Journal published the subject Invitation twice, in issue S224/19.11.2013 under code no. 224-390672 and in issue S224/22.11.2013 under code no. 227-395652.

We believe that the first publication took place upon the electronic receipt of the Invitation transmitted by AM and that the second publication took place – although it was not necessary – upon receipt by post.

In any case, both publications have exactly the same content, while the crucial date – as per the pertinent Directive 2004/17/EC (article 45) – is the date when the Invitation was transmitted, i.e. 08.11.13.

Question 5

In the “Invitation to Tender”, in Sample E, the following wording is used: “Following the request submitted by the company... (name and address of the Bidder), which declared that it shall participate in the tender to be concluded on ... or on any date following an eventual cancellation, postponement or annulment of the Tender for the execution of the Supply:”.
(in the Greek version, the respective Sample is D).

In this Sample, it is not clear which date must be added in this unit: the submission date of the Offer documents, i.e. a date until 10.02.2014, or another date? Kindly specify or explain the date that must be used.

Response 5

In line with Sample D, the date that must be filled in is the date referring to the expiry of the offers’ submission, i.e. March 10th 2014, or the date corresponding to the extension – if any - that might be granted.

Question 6

For a more expeditious processing of the Offers on behalf of all Bidders, kindly transmit the supplementary documents of the Offer in Greek, in pdf version, with “entry research” option.

Response 6

It is ATTIKO METRO’s policy not to provide editable files of the tender documents, so as to avoid any alteration to the original texts. Making available to the Bidders only the signed and stamped files is the only way to provide the necessary assurances to both ATTIKO METRO and the Bidders, whose offers may include alterations that could lead to their disqualification and rejection.

Question 7

In the document “Prod_epid_gr/ Performance Specifications”, in paragraph 2.2, “No equipment should be operated by central compressed air supply”. Based on our experience, a central compressed air supply system ensures safe and stable operation by the use of a properly sized compressed air container. In order to submit a more economical offer, kindly allow the use of a

central compressed air supply system, or indicate -in writing- the reasons you do not allow such system.

Response 7

The installation of a compressed air supply system is allowed only for the wheel flange lubrication and the sanding system.

Question 8

In the English version of the tender documents, “shall + verb” is frequently used, while in the respective Greek version «θα + verb» is used. “Shall” means “it would be wise to..., you should...”, or “you ought to..., it must be...”?

Response 8

Shall + verb in English means obligation, i.e. the Contractor “is obliged to” or “must”.

Question 9

In the Invitation to Tender, Sample E is attached thereto. Please transmit an editable Sample in a Word document for further processing.

Response 9

In view of facilitating the issuance of the Credit and Financial Competence of the Bidder Certificate, you can retrieve the editable format of the pertinent Sample from the documentation attached to the Clarifications Document.

Question 10

In the Invitation to Tender, paragraph 6.3, it is specified that the Participation Letter of Guarantee shall be written in Greek when the issuing Bank lawfully operates in Greece. In case the issuing Bank does not operate in Greece, the Participation Letter of Guarantee can be issued in English and be accompanied by an official translation in Greek. In order to facilitate the coordination among the various financial agencies, kindly also allow the issuance of English documents by the Greek Banks accompanied by their translation in Greek throughout the Tender procedure.

Response 10

The issuance of English documents by Greek Banks and their subsequent official translation in Greek is permitted, on condition that the Sample included in the Invitation to Tender is adhered to.

Question 11

According to paragraphs 6.4 and 13.12 of the Performance Specifications, the automated fare collection system is scheduled to be installed by an independent Contractor. Kindly specify in detail the requirements concerning power supply cabling and dimensions of ATIMs, as well as the requirements for auxiliary equipment and the radio data transmission antennas. This information is necessary in order to plan the locations for the installation of the above. Kindly also clarify the dimensions and the cabling of the ticketing system in the driver’s cab, as well as the name of the manufacturer.

Response 11

Complete information shall be provided to the Contractor during the design phase. As an example but not limited to that, we hereby indicate as follows: up to seven (7) ATIMs per vehicle within the passenger compartment area and one (1) console in each driver’s cabin.

Question 12

In paragraph 11.1.3 of the Invitation to Tender, it is stated that *“For the convenience of the Bidders, a list of the legalizing documents is presented below required to be submitted in original or lawfully certified photocopies for the Public Limited Liability Companies (Sociétés Anonymes), which have been established and are operating in accordance with the Greek Law.”* Further on, reference is made to the documents that must be submitted by the companies established based on the Greek Law. Kindly clarify that foreign companies are not obligated to submit these documents and indicate the respective documents that these companies must submit, in line with the aforementioned paragraph.

Response 12

The requirements of article 11.1.3 of the Invitation to Tender are in effect for foreign companies too. It is clarified that documents not provided for by the legislation of the Bidders' country of origin they shall be replaced by documents of equivalent importance, so that these can prove that the Bidder has been established and is operating legally, as well as the persons legally representing the Bidder and committing him through their signatures for the participation in the tender procedure, who will also sign all the relevant documents requested to be submitted under this Invitation to Tender.

Question 13

In paragraph 8.1 of the Performance Specifications, it is mentioned that the supplier must check the battery chargers in line with IEC 1287-1. Kindly confirm that the correct number of the document is IEC 61287.

Response 13

IEC 61287 is the correct number of the document.

Question 14

In line with paragraph 19 of the Conditions of Contract, *“all expenses related to travels, accommodation of STASY/AM's personnel ... shall be borne by the Contractor”*. However, the exact number of participants is not clarified. Please define the number of participants.

Response 14

The number of the participants shall be up to three (3) engineers each time.

Question 15

According to paragraph 20.13 of the Conditions of Contract, the costs related to travels, accommodation, meals and telephone calls shall be borne by the Contractor. Moreover and in line with paragraph 20.13, these expenses are not limited to the above, since there may be further expenses. Kindly clarify in detail other costs covered by this paragraph and whether the personnel expenses for ATTIKO METRO S.A. representatives shall be also borne by the Contractor.

Moreover, you are kindly requested to define the hourly wages of the electrical and mechanical technicians, as well as of the Tramway vehicle drivers, based on 2013 data for the determination of the cost for tests to be performed in Athens.

Response 15

In line with article 20.12 of the Conditions of Contract, the Contractor shall bear the expenses referred to therein. In addition, the determination of the cost for the performance of tests in Athens falls under the Contractor's liability.

Question 16

Article 12.2.2 of the Invitation to Tender:

Does ATTIKO METRO S.A. accept as experience in the installation of batteries/ultra-capacitors their successful installation and utilization for more than 3 years in trolley buses and/or hybrid buses, since the equipment and technology applied are equivalent to the equipment and technology also applied in tramway vehicles?

Should our request be accepted, kindly modify the text of article 12.2.2 of the Invitation as follows:

“In addition to the aforementioned experience and given that, in the framework of this tender, vehicles shall accommodate batteries/ultra-capacitors in the future... that certified tests have successfully been completed during the three-year period (3 years prior to the offers’ submission date). Alternatively, the Bidders can also use as experience the successful, reliable and safe operation of batteries/ultra-capacitors in buses (trolley-buses/hybrid buses), thus, adhering in the best possible way to their contractual obligations”.

Should ATTIKO METRO S.A. binds the Bidders –as regards the experience related issue - to utilize batteries/ultra-capacitors only in Tramway vehicles, while their technology, equipment and use is equivalent in the bus vehicles as well, the participation of more manufacturers is actually prevented, since this specific provision is satisfied only by a very small number of companies.

Since our request is extremely urgent and shall define our company preparation to participate in the tender, kindly respond to us immediately before Christmas holidays, if possible.

In any case, we shall use your extension to the deadline for the submission of questions and queries and we shall submit by January 10th 2014 all remaining issues which, in our opinion, must be clarified.

Response 16

The different operation profile – functional features, the existence of wheels instead of the fixed trackwork, which also affects the operation and the overall behavior of vehicles, the different size and weight, the electrical particularities of the tramway vehicles (e.g. as regards traction, earthing, etc., systems), the differences in needs and in the features for re-charging of batteries/ultra-capacitors as regards both vehicles and infrastructure, the differences in the amount and the characteristics of the electric loads, the increased need for the reliability and availability of the tramway vehicles, the difficulties in towing in case of failure, etc., lead to the conclusion that the Bidders’ experience in the utilization/operation of batteries/ultra-capacitors in trolley buses and/or hybrid buses does not suffice and, thus, the requirements stipulated in article 12.2 of the Invitation to Tender are valid as they have been formulated.

Question 17

Section 9.6 of Invitation to Tender states that the Technical Offer should be submitted in Greek and English languages. Are you referring only to the technical description of the offer? Can electrical drawings, leaflets, description manuals of the sub-contractors’ systems be submitted only in English language?

Response 17

In line with Article 13 of the Invitation to Tender, the Technical Offer shall include a) A Detailed Table of Contents, b) A Legal Statement of Compliance and c) A Technical Description, which should be submitted in Greek and English, with the exception of the provisions of the last paragraph of Article 21 of the Invitation to Tender, stipulating that any information technical leaflets for materials or equipment can be submitted in English and shall be translated by the Bidder in Greek, if so requested by AM.

Question 18

In section 20.3 of Performance Specifications there is a Fig.3.1 providing the maximum vehicle throw at curved tracks. Could you please clarify if those values are for static or dynamic conditions?

Response 18

The dimensions indicated in Table 3.1/Chapter 20.3/Performance Specifications describe the Static Vehicle Envelope increased by the respective throws ($[1200\text{mm} + \text{Throw}]$) – See Figure 3.1 due to horizontal curves. However, it is stressed that the Center or End Throw are added either to the Static or Kinematic Envelope in all cases, when the vehicle passes by an horizontal curve.

Kindly note that in horizontal curves, where cant “u” [mm] applies, the aforesaid value of the Center Throw is increased by a factor that equals to $2.13 \cdot u[\text{mm}]$ in a “common” tramway corridor and to $1.43 \cdot u[\text{mm}]$ in a tramway corridor located adjacent to an escape route.

Finally, while the Contractor must adhere to the Static and Dynamic Envelope of the network (provided to him in Figure 3.1), he is obliged to provide the Static and Kinematic Envelope of his vehicles accompanied by their required calculation parameters.

Question 19

With reference to section 16.2.6 of the Invitation to Tender, we kindly request to define in details, what it is to be understood by „Mean Time to Repair” of sub-systems. We kindly request to describe the scope of the “Mean Time to Repair” of those sub-systems. We understand that this period has to be calculated in the 12 months period (RAMS period), please verify.

Response 19

The Sub-systems’ Time to Repair means the period that intervenes between the commencement of the works and the complete restoration of the sub-system in full operation. The Sub-systems’ “Mean Time to Repair” is the ratio of the overall time for the repair (corrective maintenance) of the subject sub-systems by the number of the actions accompanied the corrective maintenance, in a 12-month period, during which, the specifications of all RAMS indices – with no exception – are satisfied simultaneously.

Question 20

With reference to Section 1.8.3 of Performance Specifications, what tolerances of track gauge and transversal elevation difference shall be taken for dynamic gauge calculations? What is the permitted track wear? What are the scheduled intervals for rail changing?

Response 20

Kindly refer to Response 232.

Rails are replaced as soon as their wear reaches the maximum allowable limits.

Question 21

With reference to Section 3.3 and 3.4 of Performance Specifications, can you please confirm that ‘TOB’ means ‘time of breaking’ and ‘TOA’ means ‘time of acceleration’?

Response 21

They are determined in the Performance Specifications, paragraphs 3.3 and 3.4 as “Response Time”.

Question 22

Does section 5.9 of Performance Specifications, according to specifications EN12663:2010 as also EN15227:2008, refers to the compliance with P-IV or with C-IV?

Response 22

P-IV is valid for EN12663 and C-IV is valid for EN15227.

Question 23

Section 6.2.8 of the Performance Specifications mentions “devices for self-dispatch of trains”. Would you please describe in details what types of devices are being meant and what operation exactly these have to perform?

Response 23

The Greek text in paragraph 6.2.8 of the Performance Specifications is corrected to read: “Αυτόνομη Εκκίνηση Συρμού» and the respective correction is made in the English text, namely: paragraph 6.2.8 of the Performance Specifications is corrected to read “Self-Dispatch of Trains”.

Question 24

According to section 10.5 of Performance Specifications, the Contractor shall equip all areas of Elliniko depot with the appropriate wireless communication of hardware and software. Can you please provide us with a drawing of the layout of the depot along with the designated areas that you wishing the wireless network to be available?

Response 24

This information shall be provided to the Contractor during the Contractor’s Design phase.

Question 25

According to section 10.5 of Performance Specifications, an automatic software update upload required. Hence most of the components on the vehicle require the human factor for safety reason as also for the manual part of the procedure could you please clarify what components exactly you are willing to be updated?

Response 25

The systems to be automatically updated shall be determined during the Designs phase by the Contractor. As a minimum, this is valid for the Passenger Information System and the Trips Schedule System.

Question 26

According to section 12.1.1 of the Performance Specifications “the control system (Brake Control Unit – BCU) shall operate using modern Microprocessor technology and process the data using no less than 32-bit computers”. We kindly ask you to confirm that it will be acceptable to use the control units referred to in the above mentioned section on 16-bit

microcontrollers as these are commonly used on the market and fully meet all brake function requirements of the vehicles. (e.g. braking, slide protection, communication, diagnostics, etc.).

Response 26

Article 12.1.1 of the Performance Specifications stands as it has been compiled.

Question 27

According to section 13.4.2. of Performance Specifications, the existing operational network are equipped with automatic electric point machine equipment. Could you please inform us what type (kind) of machines are already implemented on the existing vehicles in Athens and on the existing network? How many different solutions (point machine controllers' manufacturers) are implemented in the tramway network? Is our understanding correct that it is your intention to provide the contractor with that equipment for installation on the new vehicles before they will be accepted for the passenger service? What is going to be the relation of those devices with existing network in the future?

Response 27

In line with article 13.4.2, the automatic electric point machine control system on vehicle falls within the Contractor's scope of works. The information that is available to AM will be handed over to the Contractor.

Question 28

The wording of Section 14.1.3 of Performance Specifications in sub-section (4) is: “Moreover, in the framework of the tender, the mean time required for the following works shall be submitted (see article 4.1.4 and scopes xi-xiii, maintainability criterion, technical evaluation, Invitation to Tender document).”

Please confirm that the intention of AM in the above mentioned sub-section was to refer to article 16.2.6 and “scopes ix-xi” instead of “scopes xi-xii.”

Response 28

We hereby confirm that “scopes ix-xi” are the correct ones instead of “scopes xi-xii”.

Question 29

The wording of Section 14.1.3 of Performance Specification in sub-section (3) is: “the mean time required for the repair of some of the basic systems of the tramway vehicle (scopes iii-x, maintainability criterion, technical evaluation, Invitation to Tender document)”

Please confirm that the intention of AM in the above mentioned sentence was to refer to “scopes iii-viii” instead of “scopes iii-x”

Response 29

We hereby confirm that “scopes iii-viii” are the correct ones instead of “scopes iii-x”.

Question 30

According to section 16.4.1. of Performance Specifications all manuals shall be provided in electronic format as well as on bound oil and dirt resistance hard copies on Tyvek paper or equivalent. Would it be acceptable, instead of providing the printed documentation on Tyvek or equivalent type paper, to provide AM with additional laptop(s) for using it in the workshop? If so, how many laptops does AM require?

Response 30

No, the suggestion is not acceptable.

Question 31

According to section 16.5. of Performance Specifications, wherever it is possible the Contractor “shall provide the pertinent information on at least two different alternative suppliers for all components. Any changes to the documentation needed as a result of service experience during the warranty period, shall be incorporated at no cost to AM’. Please inform us whether AM allows the possibility to retrieve information about the spare part and its description (e.g. alternative suppliers, ordering number) from Contractor’s After-Sales online system in which a case the system would be available 24/7 with no user limits and interfaced with customer full documentation retrieval system.

Response 31

The Specification is valid as is.

Question 32

According to section 8.4 of Condition of Contract, in the case that the execution of the contract works delay for reason failing under AM’s and not the contractors responsibility, then AM shall determine the impact – in terms of time - on the time materializing the contractors works and shall provide a respective extension to the deadlines, upon his written request within the contractual deadline. Could you please clarify how this extension period will be calculated? How will the cost impacts the Contractor might experience for reasons falling under AM be handled?

Response 32

The time extension to derive from delays due to AM’s liability as regards the Contract works shall be justified and calculated on a substantiated basis by the Contractor and shall be included in his written request, which shall be accompanied by an updated time schedule. AM ought to examine the aforesaid requests and either approve or reject them. As to the costs that may derive, the stipulations of article 43 of the Conditions of Contract are in effect. It is stressed that, as far as the designs are concerned, if the review delays due to AM’s liability, the subject designs cannot be deemed as *ipso jure* approved, neither shall the Contractor be entitled to any compensation whatsoever.

Question 33

According to section 9.2 of Conditions of Contract, the detailed time schedule shall be presented by PRIMAVERA Software. Would it be possible also to use for these purposes MS-Project software with the same type of schedule and project program information as PRIMAVERA, as it is common for contracts for the supply of only vehicles without infrastructure equipment and system?

Response 33

For the purpose of monitoring its most important contracts, AM utilizes PRIMAVERA software, which satisfies time schedule processing requirements in the most efficient way. Therefore, the stipulations of article 9, paragraph 9.2 of the Conditions of Contract are in effect.

It is clarified that any version of PRIMAVERA software is acceptable for use.

Question 34

According to section 10.2.1. of Conditions of Contract, all payments stipulated in this section shall constitute payments against the Contract Price, the “final paying-off” for which will be made upon the approval of the Final Acceptance Protocol of the Supply. Could you please

clarify what “final paying-off” exactly means in this section? Can you please confirm that, based on Conditions of Contract, 97% of the overall Lump Sum Price shall be paid before issuing of the Final Acceptance Protocol of the Supply? How would you calculate the “final paying-off” amount?

Response 34

The partial payments that are defined on a percentage (%) basis in the Lump Sum Price are granted in line with article 10.2.1 of the Conditions of Contract. The last partial payment 3% on the Overall Lump Sum Price depends on the approval of the Final Acceptance Protocol. For the payment of the 3%, the requirements of article 15.3 of the Conditions of Contract are in effect.

Question 35

According to section 12.2 of Conditions of Contract, the expenses for the power supply cost required in the areas where vehicles will be tested at TRAM'S facilities in Athens, shall be borne by the Contractor. Could you please provide us with the rate per kWh that STASY will charge in this respect? Does the rate vary for the day and/or night periods? If so, please specify the different rates.

Response 35

We hereby indicatively state that the rate per kWh is currently 0.06428 EURO.

It is stressed for the electric power rate estimate to be taken into consideration in the Financial Offer, it must be the Bidders' responsibility.

Question 36

According to section 15.2.9 of Condition of Contract, upon the approval of the Provisional Acceptance Protocol of the entire Contract or any self-standing parts thereof, the Supply related risk shall be transferred to AM, except the risk pertaining to any damage due to the Contractor's liability, who shall remain responsible for it until the Final Acceptance. Could you please clarify what risks are to be transferred to AM upon approval of the Provisional Acceptance Protocol and what risk are to remain at Contractor.

Is approval of the Provisional Acceptance Protocol the moment when the right of ownership of each vehicle is to be transferred from Contractor to AM? If no, when would it happen?

Response 36

Kindly refer to Response 92.

Question 37

According to section 17.2 of Conditions of Contract, the Contractor shall assume the responsibility and the expenses for storing the warrantee period capital spare parts and shall be exclusively responsible for their availability. According also to point 17.6 of the Conditions of Contract the available spare parts' stock at the Depot during the warranty period shall cover the Supply needs for a time period of at least one (1) year. Does AM confirm that one of Contractors obligation would be to run a spare parts' stock at the AM Depot? If yes, who would remain the owner of the stock-keeping parts? What would be the moment of transferring the ownership? Who would bear the cost of such stock and what would those cost be? Also, who would be responsible for any damage or loss of these parts? Does AM may provide the Contractor with the necessary space for the warranty period spare parts?

Response 37

The Contractor has the ownership of the spare parts of the warranty period. This ownership is transferred when the spare parts are installed on vehicles. The cost, responsibility, damage of

loss of the stock shall be borne by the Contractor. AM shall make available a storage area for the safe-guarding of the subject spare parts.

As far as the main spare parts of the Supply are concerned, their ownership is transferred to AM upon delivery of the spare parts in AM facilities.

Question 38

According to section 18.1 of Conditions of Contract, the Contractor shall, along with the equipment, provide detailed information and documentation in relation to the software to be utilized in the equipment and its sub-systems including the source code (in electronic and printed form), as well as the object code (in electronic form) properly documented (architecture and planning, library software, operational system and settings, communication protocols, files, etc.), as described in the Document entitled “Performance Specifications”.

There are several dozen references to software in the Performance Specifications. Can you please specify which software exactly does the requirement of section 18.1 of Conditions of Contract refers to?

Response 38

Reference is made to the entire software, taking also into consideration article 18.2 of the CC.

Question 39

We would like to inform us of how you expect from the contenders to handle the relevant charts and samples (apart from the Participation Bond) of the offers. Can we create replicas of the existing samples and charts or shall we fill by hand the downloaded from you site samples?

Response 39

The Financial Offer Form, which is signed by AM and is in its website, should be either typed or be filled in by hand. Kindly refer to the relevant clarification provided under Chapter B of this Document.

With regard to the samples of letters of guarantee and the samples of credit and financial competence, due to the fact that these are issued by banks, it is possible to create copies keeping AM’s wording. Moreover, the content of response 9 applies.

Question 40

According to the Conditions of Contract, Article 16.1 d) continuous presence of the Contractor's personnel is required at the depot. Question: Please clarify the “constant present” – AM is to define hours or periods when the Contractor's personnel are to be present at the depot and the required minimum number of people.

Response 40

Both the number and the attendance of the Contractor's personnel shall meet the requirements regarding RAMS.

Question 41

According to the Conditions of Contract, Article 16.1 d) continuous presence of the Contractor's personnel is required at the depot. Question: Will AM provide a room for the Contractor's personnel within the depot? Will this room be provided free of charge or will the Contractor be invoiced rental fee (how much?)

Response 41

A room for the Contractor's personnel shall be provided, while the telephone rates shall be borne by the Contractor.

Question 42

According to the Conditions of Contract, Article 16.1 d) continuous presence of the Contractor's personnel is required at the depot. Question: Job description does not specify the language requirements for the Contractor's personnel. Is it sufficient that the Contractor's personnel will communicate in English language?

Response 42

As a minimum, there shall be a person on the part of the Contractor's personnel who can communicate in Greek or English.

Question 43

Job description does not define the lead time for the rectification of a fault under the warranty claim, namely the period of time between the receipt of the notification of the claim and commencement of the Contractor's personnel action. Question: If the AM requires minimum lead time for the commencement of the Contractor's personnel action to rectify a fault, please define the minimum lead time.

Response 43

The Contractor's personnel action time should be such to satisfy the RAMS related requirements of the Performance Specifications.

Question 44

Part of the task description relates to the Contractor's duty to arrange for “the warranty period consumable spare parts” and during the warranty period to have available the “warranty period capital spare parts”. Question: Is it possible to store the said parts within the depot? Will the storage space be provided free of charge or will the Contractor be invoiced rental fee (how much?)

Response 44

Kindly refer to Response 37.

Question 45

Conditions of Contract, Article 16.4: Please clarify what is the warranty period on the replaced component if being exchanged, for example, within the vehicle’s first month warranty. Is the warranty for the replaced components 3 years and 6 months?

Response 45

Confirmed.

Question 46

According to the Invitation to tender, Article 13.2 d) No 11: “Presentation of a General Maintenance Plan to include both preventive and corrective maintenance”. Question: What activities within the corrective maintenance are to be specified?

Response 46

All Technical Resources, specialties, etc., along with the entire hardware that are required, in line with the Performance Specifications, for the Contractor to carry out the Corrective Maintenance related tasks must be determined.

Question 47

According to the Invitation to Tender, Article 13.2 d) No 11: Contractor has to prove: “...” the mean time required for the Tramway vehicle repair” and “the mean time required for the repair of the subsystems of the tramway vehicle, specified in Fields (iii)-(viii), Criterion 6, Article 16 of the Invitation to Tender”. Question: Is the “mean time” defined as the Mean Time To Restoration (MTTR)?

Response 47

Confirmed.

Question 48

According to the Performance specification, Article 4.1.2 maintenance intervals: “no inspection shall be required by the maintenance personnel on the vehicle for a running distance of less than 2500 Km or 7 days”. Question: Is the running distance of 2500 Km or 7 days the smallest possible maintenance interval within the General Maintenance Plan? For example, does the AM assume carrying out daily checks following the vehicle’s arrival from the track to find any damage or refilling of washer fluid or sand or replacing exterior lighting’s bulbs or shall such checks be carried out only after the running distance of 2500 Km or 7 days have been reached?”

Response 48

The minimum scheduled time for vehicle inspection is 7 days or 2500 Km.

Question 49

At what running distance, in kilometers, are the tires replaced (or tuned over by a lathe); what running distance are pantograph’s contact strips and brake pads replaced for existing tramways?

Response 49

We hereby state as an example but not limited to that: Tires 150,000km, Brake Pads: 100,000km, Pantograph’s Contact Strips: 120,000km.

Question 50

Under floor wheel lathe – please provide a photograph (or a drawing) showing how the latest tramway bogie is attached to the lathe during lathe turning of the wheels?

Response 50

Five (5) drawings are attached hereto.

Question 51

Bogie washing plant – what are the washing box’s internal dimensions between nozzles?

Response 51

One (1) drawing is attached hereto.

Question 52

Re-railing equipment – what is the number and type of each jack and the number and size of the re-railing bridges?

Response 52

It shall be provided to the Contractor during the design phase.

Question 53

Roof access gantries – what is the gantries’ height and shortest distance between the gantries on the same track?

Response 53

The height of the roof galleries is 2.87m. The shortest horizontal distance between the roof galleries is 2.50m.

Question 54

Sand refilling plant – what is the total length of the track (between gates) on which the sand refilling plant is located? And what distance from the gate are the refilling units located? What is the diameter of the filling gun’s nozzle?

Response 54

The gates’ distance is 79.6m. The first sand refilling plant is at a distance of 7m. from the gate. The second sand refilling plant is at a distance of 26.5m from the first plant. The sand refilling plants are equipped with a flexible hose 4.5m long. The filling gun’s nozzle is $\Phi 35$ mm in diameter and it is 100mm long.

Question 55

Paint booth – what is the distance between paint platforms within the paint booth?

Response 55

The content of article 20.1.7 of the Performance Specifications is in effect.

Question 56

Conditions of contract, Article 16.1 d), ...The Team of the Specialized Staff shall provide Its technical support to the STASY’S Maintenance Division..., a dle dokumentu Condition of contract, Article 16.6 “STASY shall be responsible for the scheduled maintenance of the vehicles and its cost shall be borne by STASY. During the execution of the works relating to the scheduled maintenance, the Contractor is obliged to provide his services for supporting STASY’s Maintenance Team for the optimal maintenance of the Vehicles, in accordance with the Operation and Maintenance Manual and the Illustrated Part Lists that he has submitted.”

Question: From the wording of Conditions of contract Article 16.1 a 16.6 we concluded, that STASY will be responsible for Scheduled / preventive maintenance provision, including works and costs related to it; We kindly ask for clarification what activities are requested within the “Technical support” and “Contractor is obliged to provide his services for supporting STASY’s Maintenance Team”? Do we understand correctly, that the Team of the Specialized Staff of the Supplier will provide the warranty service and the technical support for STASY with the same staff?

Response 56

The number of the Contractor’s personnel shall be able to satisfy the requirements of articles 16.1 and 16.6.

Question 57

According to Condition of contract, Article 16.2 c) “If the Contractor, upon communication of the work instruction to him, fails to meet immediately his contractual obligations regarding the rectification of the fault / defect, then AM shall proceed with the necessary corrective actions on his behalf and to the detriment of the Contractor, reserving its rights in accordance with the provisions of the Contract and the Law.” Question: If according to this article the Supplier’s responsibility is the rectification of fault / defect in the warranty period, please clarify the time for rectification, in Condition of contract, Article 16.2 c) it is mentioned “immediately”. Or please confirm that the time for rectification is according to 21.3 and AM will determine the time for every fault / defect?”

Response 57

The time period shall be evaluated by the Operations Company, on the basis of the importance and the characteristics of the fault / defect, within a reasonable time frame.

Question 58

In article 14.1.1 in definitions of parameters MDBF1 a MDBF2 the term “measurement period” is used – Is it the same measurement period as mentioned in article 14.2 as “RAMS demonstration period”?

Response 58

Confirmed.

Question 59

In article 14.2 it is described the proceeding, in case that one of RAMS parameters will not be met during “RAMS demonstration period”. Do we understand correctly, that in case of not meeting one or RAMS parameters (MDBF1, MDBF2 a A) the “RAMS demonstration period” will be extended for month(s) until all parameters are met?

Response 59

Confirmed.

Question 60

“Invitation to tender” – 6.3 Bonds – according to international standards the Bonds validity shall be limited; The Bond shall be valid up to a given date. Is it possible to modify the text of the Bond and amend it with a given date (13 months from submission)? Given the International standards for Bonds issuance URDG, is it possible to modify the text of bank guarantee of sample B, given that all modifications will be submitted to AM for confirmation?”

Response 60

The validity period of the Participation Letter of Guarantee (Sample B) can be determined in relation to the expiry date of the deadline, i.e. 10.03.14; its validity period can also extend up to a specific date that arises upon the relevant calculation, having taken into consideration articles 144 and 145 of the Code of Civil Procedure, duly implemented.

Question 61

“Invitation to tender” – 12.1.1: Credit and financial credibility certificate – Sample E, p. 5 the issuing bank is not committed to provide the financing i.e. the bank only confirms disposable limits to the issuing date. Please confirm. The Certificate according to Sample E must be in accordance with Greek civil code – i.e. that it CANNOT be issued by an International bank. Is it possible to omit the reference to Civil Code article 729, so that financial institutions outside Greece can issue the certificate?

Response 61

It is confirmed that the Credit and Financial Credibility Certificate shall not be assumed as a Letter of Guarantee or advice or suggestion. However, reference to article 729 of the Civil Code cannot be omitted, since this secures the Financial-Credit Institutions.

Question 62

“Invitation to tender” – 23.4: - Jak mame rozumet tomu, ze zalohova platba ma byt urocena (interest – bearing advance payment)? Is our understanding correct, that an eventual advance payment will be secured by the Performance Bond (10% of the Contract value). Please confirm that there is no need to issue an Advance payment bond for 10% Advance payment.

Response 62

In line with article 23.4 of the Invitation to Tender, no Letter of Guarantee of Advance Payment is required.

Question 63

“Conditions of contract” – 10.1 We kindly request a more detailed explanation of Advance payment amortization and interest calculations.

Response 63

The advance payment shall be gradually amortized, in each Payment Certificate, through a deduction, from every payment to the Contractor until the amount of the Advance Payment is amortized. The amortization of the advance payment in each payment certificate shall be calculated on the basis of the relative formula indicated in article 10.1 of the CC, including the deduction of accrued interest rates on the amount of the advance payment not amortized. The interest calculation method derives from the relative formula of article 10.1 of the CC and sufficiently analysed.

Question 64

“Conditions of contract” – 10.3 Bonds – according to international standards the Bonds validity shall be limited; The Bond shall be valid up to a given date. Is it possible to modify the text of the Bond and amend it with a given date? Is it possible to modify the text of bank guarantee of sample A, given that all modifications will be submitted to AM for confirmation?

Response 64

The Good Performance Letter of Guarantee covers – in its totality and with no discretion whatsoever – the due, complete, workmanlike and timely implementation of the contract scope, strictly adhering to the requirements, specifications, terms and conditions of the Contract and it

remains in full force until it is returned in writing by AM, in line with the provisions of article 10.3.3 of the Conditions of Contract.

Question 65

In Article 6.1.2 of the Performance Specifications it is mentioned in the English text:

“...Folded seats must be provided in these areas ...” whereas in the Greek it mentions: “Σε αυτούς τους χώρους θα μπορούν να υπάρχουν...»

In addition in article 1.9 of the same document in the English and Greek text it is mentioned *“...folding seats (if any)...”and “...πτυσσόμενα καθίσματα (αν υπάρχουν)...»* respectively.

Following the above please clarify if:

The folded seats are mandatory or not in the areas of article 6.1.2. If they are mandatory please specify the required number of folded seats.

Response 65

No, they are not mandatory.

Question 66

In Article 3.1 of the Performance Specifications it is mentioned:

“...The vehicle shall be designed to carry 190 passengers in AW2 load condition as a minimum. The minimum number of seats shall be 50....”

- A) Please clarify if folded seats (in case they will be installed) are included within the minimum number of 50 seats.
- B) Please confirm that the minimum space for the knees of seated passengers should be considered as 300mm, according to EN 15663.

Response 66

A) Confirmed.

In addition, it is clarified that for calculating the overall passenger capacity, it will be assumed that the folded seats are occupied by seated passengers.

B) As regards the minimum dimensions of the seats, the European regulations are in force.

Question 67

In Article 1.9 “Load definitions” of the Performance Specifications it is mentioned:

“...AW3: “Overload” load: based on 6 standing passengers per square meter, all fixed seats being occupied...”, while in the other AW1, AW2 and AW4 conditions also the folding seats (if any) are considered as being occupied.

Please clarify if (as per the rest of the load conditions), also in AW3 the folding seats (if any) should be considered as occupied.

Response 67

Folded seats shall be calculated in the load and in the AW3 loading conditions.

Question 68

According to Article 2.2 of the Performance Specifications «... Moreover, vehicles shall be compatible with the communication and information systems of the existing network”.

Please confirm that the said compatibility requirement is limited to TETRA radio and to the On Board Information System IBIS and if not, please specify what additional systems require compatibility.

Response 68

The subject article stands as is. In line with the specific clause of article 2.2 of the Performance Specifications, the compatibility requirement is limited to TETRA radio and to the On Board Information System IBIS; however, the compatibility requirements are not limited to the aforementioned items.

Question 69

In line with article 13.1 of the Performance Specifications: *“...All functions provided by the IBIS system shall be compatible with existing infrastructure of the Operation Company...”*

Please provide the type, the manufacturer/supplier as well as all the technical data (communication protocols, etc) of the existing IBIS system used by the Operation Company.

Response 69

All information available to AM shall be provided to the Contractor during the Design phase.

Question 70

According to Articles 13.4.1 and 13.4.2 of the Performance Specifications:

“...The system must be compatible with the existing fixed signal reception equipment...”

Please provide the type, the manufacturer/supplier as well as all the technical data (communication protocols, etc) of the existing signal reception equipment of Traffic priority and Point machine control systems.

Response 70

All information available to AM shall be provided to the Contractor during the Design phase.

Question 71

According to Article 2.10 of the Performance Specifications:

“...The Contractor shall ensure the electrical interconnection of the signals - out of those mentioned above – that are available in tramway vehicles Series I. ATTIKO METRO S.A. shall provide the relevant drawings...”

and according to Article 7.4 of the Performance Specifications:

“...The design of tow bar must ensure mechanical coupling between two vehicles in any combination (pulling or pushing, side A or B). The necessary safety electrical signals will be exchanged like braking command, parking brake, emergency brake command, emergency lights, pilot lights, brake lights, headlights, cab to cab communication, horns, brake release and any other signals that are deemed necessary for safety purposes...”

We understand that the electric signals stated in Article 7.4 (braking command, parking brake, emergency brake command, emergency lights, pilot lights, brake lights, headlights, cab to cab communication, horns, brake release) are transmitted between the Series II and Series I vehicles.

Please confirm that only hardwired signals will be used for the above mentioned signals

Response 71

Confirmed.

Question 72

According to Article 3.2 of the Performance Specifications:

“...The maximum operational speed allowed on the existing network and its extensions is 70 km/h. The traction system shall be designed to operate at this maximum speed, i.e. 70 km/h, ensuring at the same time no overheating or damage to the equipment, a fact that reduces the life cycle of the tramway vehicle....”

Please provide information about the maximum speed between each station (existing and under construction), or in case such information is not available, please provide the time schedule or the average speed to be respected in the tramway network (existing and under construction), in order to make an optimised dimensioning of the traction equipment based on the real needs of the system.

Response 72

We consider that, based on the information that has been made available, i.e. layout, longitudinal profile, stops' distances, etc., the dimensioning of the equipment is feasible. Any speed restrictions must not be taken into consideration.

Question 73

In Article 16.2 of the Invitation, where the Scoring Method per Criterion is clarified, in the criteria 16.2.4, 16.2.5, 16.2.7 it is described that the Bidder offering the minimum characteristic/requirement as set in the Technical Specifications (Performance Specifications), shall receive the minimum score.

As there might be cases where to either one or even to all the above criteria, all the Bidders might offer a value higher than the minimum characteristic/requirement per the relevant Performance Specifications, please confirm that in such case the minimum score (e.g. 60) corresponds to the minimum required characteristic/requirement per the relevant Performance Specification and the Bidders will be scored proportionally between the maximum and the minimum scoring. (I.e. if for example in criterion 16.2.7 all the Bidders offer a Passenger Capacity higher than 190 passengers which is the minimum requirement, then the minimum score will correspond to the 190 passengers and the Bidders will be scored proportionally between the max 100 (for the higher passenger capacity) and the min 60 (for 190 passengers).

Response 73

It is confirmed.

Question 74

Into Sample B of the Invitation (both in its written and electronic form) in paragraph 2 of the Greek text the Articles 852-856, 862-869 of the Civil Code are mentioned, while in the English text the mentioned Articles are 852-856, 862-864 and 866-869. Please confirm that the Greek text of Sample B prevails.

Response 74

The articles referred to in the Greek Sample are valid. See relevant clarification in Chapter B of this Document.

Question 75

Into Sample A of the Invitation (Legal Statement) please clarify if also for the items D and E the sentences that are not applicable to each case must be deleted, as for the items B and C, or in case of a company the text will remain as it is written.

Response 75

Items D and E shall be adjusted accordingly.

Question 76

As mentioned in Sample C (Participation letter of Guarantee) of the Invitation “the said guarantee in favor of the aforementioned bidder shall remain in force for a thirteen (13) month period upon the expiry date of the offer submission.”

Please clarify if instead of making reference to the said period of thirteen (13) months we can put a specific date of validity e.g. until 11-3-2015 with offer submission date 10-2-2014.

Response 76

Response 60 is applicable.

Question 77

In Article 40 the possibility of “*increase of the Contract scope*” is mentioned, without describing the time period within which this option can be exercised by the Client.

Please specify up to when this right can be exercised by the client in relation with the contractual time schedule taking into account a connection of this capability with the manufacturing process and the orders to the suppliers (it is proposed to be up to 12 months prior to the last scheduled delivery) whereas beyond this period it is proposed that an eventual increase in the scope to be decided in agreement with the contractor.

Response 77

Kindly refer to the relevant clarification provided under Chapter B of this Document.

Question 78

Pursuant to article 33.3 of the Conditions of Contract, in case of termination of the contract by AM the Contractor shall receive “the amount corresponding to works that have been executed in accordance with the Contract and have been approved by AM”. Could you please clarify which works (including cost incurring actions) are covered under article 33.3 in case of termination of the contract?

Please confirm that these works are the works that have been executed and cost incurring actions performed up to the termination so that all costs, expenses and losses incurred by the

Contractor for or in the context of the implementation of the Supply until the termination date or because of the termination are compensated for by AM.

Response 78

Article 33.3 of the Conditions of Contract is valid as formulated.

Question 79

In case of termination of the contract pursuant to article 33, will AM indemnify the Contractor for any amounts the Contractor is contractually bound to pay its Subcontractors and/or Suppliers under the terms of the Subcontracts and/or Supply Contracts for their premature termination?

Response 79

No, because in line with article 33.3 of the Conditions of Contract: “...*any other claim of the Contractor for Works which have not been executed in accordance with the Contract as well as for direct or indirect damage, are explicitly excluded*”.

Question 80

We do not see a general clause on the liability of the Contractor towards AM. Please clarify the scope of liability of the Contractor.

Please confirm that on the basis of (a) the reciprocal application of article 43.1 which limits the liability of AM in case of delay to direct losses explicitly excluding foregone profits and (b) on the basis of article 28.4 providing that the Contractor shall not be responsible to be insured for any indirect damage, such as foregone profits, loss of use, etc caused to AM, the liability of the Contractor in cases of damages suffered by AM as a result of breach by the Contractor is limited to direct loss of AM excluding, without limitation, liability for loss of profits, foregone profits, loss of use, loss of revenue, loss of business and goodwill and loss of reputation.

Response 80

The extent of the Contractor’s responsibility derives from all contract documents. Article 43 refers to the case in which the works are interrupted at AM’s liability and is valid as formulated. Article 28 refers to the Contractor’s insurance obligations and is valid as formulated, taking into consideration the relevant answers provided in this document.

Question 81

Please clarify whether there is a cap for Contractor overall liability.

It seems that the Conditions of Contract and the other contractual documents do not foresee a limit of the overall liability of the Contractor towards AM in the form of a percentage of the Contract Price. The inclusion of such limit equal to a reasonable percentage of the contract value is national and international practice in relevant contracts in the sector of transport. Please, inform us whether AM intends to insert such a cap by the Clarifications Document.

Response 81

AM’s policy is not to set such a limit in all international tenders. As to the remaining items, valid is Response 80.

Question 82

Please clarify the applicable scope of article 10.5 para. 2.

Article 10.4 provides that Penalties are imposed against the Contractor (a) in case of overrun of the Overall Deadline, (b) in case of overrun of the Partial Deadlines and (c) where the Weight of the Vehicles exceeds the contractual limits. Please confirm that article 10.5 para. 2 stipulates that whereas the Contractor is solely liable to pay a penalty as provided for under article 10.4 for the above breaches set out in such article, the Contractor is still liable to indemnify AM in accordance with the law and any other provisions of the Contract for other loss attributable to other breaches as proven by AM.

Response 82

The penal clauses referred to in Article 10.4 of the Conditions of Contract concern the specific cases; however the Contractor's responsibility is not limited solely to this indemnification.

Question 83

Pursuant to article 10.3.3 of the Conditions of Contract we conclude that the duration of the Good Performance Guarantee is until the Final Acceptance of the entire Supply which is completed upon approval of the relevant Protocol by AM Board of Directors.

Under current market conditions it is unlikely to obtain a Good Performance Letter of Guarantee unlimited in time. Would a Good Performance Letter of Guarantee explicitly mentioning the date of completion of the Final Acceptance of the entire Supply as its expiration date be acceptable by AM? Namely, the Letter of Guarantee will mention as its expiration date the specific estimated date of completion of the Final Acceptance of the entire Supply providing also that in case of extension of the duration of the Supply and thus of the Final Acceptance beyond the initially estimated date as included in the Letter of Guarantee, the Contractor is obliged to either request the extension of the existing Letter of Guarantee or the issuance of a new letter of guarantee, otherwise the Letter of Guarantee shall forfeit.

Response 83

Kindly refer to Response 64

Question 84

Article 4 of the Conditions of Contract refer under a) to a Supply Agreement. Will the Supply Agreement be delivered to all bidders in advance of the deadline for submission of their offers?

Response 84

The Supply Agreement is not given to the Bidders; it shall be handed over to the Contractor only, upon Contract signing.

Question 85

Will the Supply Agreement referenced under Article 4 of the Conditions of Contract include additional provisions to the ones included in the Conditions of Contract including, without limitation, specific provisions on the rights of the Contractor in the event of a payment delay by AM?

Response 85

The Supply Agreement will not include additional terms, beyond those provided for by the contract documents and the Contractor's Offer.

We hereby state as an example that the supply agreement shall make reference to the prices contained in the Contractor's offer and to the information required for his signature, such as the

letters of guarantee that will have been deposited, the legalizing documents of the Contractor, his attorney-at-law, etc.

Question 86

According to article 10.2.2, second paragraph of the Conditions of Contract:

*“All AM’s requirements, such as penal clauses or price reductions for defects and omissions, advance payments (interest-bearing) amortizations, any **lawful retention** and, in general, AM’s requirements that have not been satisfied in any other manner, shall be deducted from the accounts of the Contractor.”*

Kindly clarify to us which is the lawful retention that is valid today and that shall be deducted from the accounts of the Contractor.

Response 86

As regards payment certificates for supplies, the following apply, namely:

- a) Direct supply – purchase from abroad;
- b) Direct supply – purchase from the domestic market;
- c) Assembly – installation and commissioning of the purchased materials.

In case (a) and for the part of the supply that is priced directly to AM (selling of goods), there is no tax withholding.

In case (b) and for the part of the supply that is priced directly to AM (selling of goods), there is a 4% tax withholding, by virtue of Law 4172/2013 (Article 64, paragraph 2).

In case (c), if the works described above are performed within Greece, they are subject to VAT (23% currently) and to an 8% Income Tax Withholding, by virtue of Law 4172/2013 (Article 64, paragraph 2).

In addition, a 0.10% deduction is imposed for the Uniform Independent Public Contracts' Authority, as per the stipulations of Article 10.2.2 of the CC.

Kindly take into consideration that if new taxes, fees, retention, etc. are imposed, then applicable shall be the stipulations of article 7.1 of the Financial Offer Form, as clarified in Chapter B of this Document.

Question 87

According to article 18.2 of the Conditions of Contract:

*“The Contractor is obliged to sign a contract with an “**Escrow Agreement**” Company to be selected by him and approved by AM in order to submit the source code.”*

Kindly clarify to us whether the “Escrow Agreement” Companies are special Companies governed by a specific legislative regime, which is this regime and which are these Companies in Greece.

Response 87

All AM’s contracts include the relevant requirement. This is the Contractor’s obligation who is responsible to investigate and propose such a company to be approved by AM.

Question 88

According to Article 10 “Train Control and Monitoring System (TCMS)” of the Performance Specifications, there is a detailed description and the required parameters of the MVB network. This specific network is also utilized in the description of the connection of the sub-systems in paragraph 10.4 “Sub-systems’ Control Units”.

Kindly confirm to us that the utilization of other network systems - instead of the MVB network (e.g. CAN, ARCnet, etc.) - for the Train Control and Monitoring System (TCMS) (as described in article 10, paragraph 8 of the Performance Specifications) can also be accepted, on condition that their protocols and special parameters are in line with Specifications IEC 61375-3-3 and IEC 61375-1.

Response 88

The article is valid as is.

Question 89

Conditions of Contract, Article 12.2 – The electrical power cost during testing and commissioning shall be borne by the contractor. You can transmit to us the price per kWh that must be paid and its fixed value during the execution of the Project.

Response 89

Kindly refer to Response 35.

Question 90

Conditions of Contract, Article 15.1.3 – This article contains a contradiction.

In line with this article, if minor defects the Contractor are not rectified, then AM reserves the right to proceed with the termination of the Contract. Given that this sentence comes near to the essential defects and article 15.1.2 of the Conditions of Contract confirms the acceptance of vehicles even with minor defects, this provision seems to be misleading. This means that AM can indeed proceed with the termination of the Contract if the manufacturer does not eliminate essential defects within a reasonable deadline. This point of view is also confirmed by article 15.2.7 of the Conditions of Contract, stipulating that AM is entitled to terminate the contract if essential defects are not eliminated within a reasonable deadline. Therefore, the “minor defects” are being corrected with the “essential defects”?

Response 90

In line with article 15.1.2 of the Conditions of Contract, the Contractor ought to rectify the minor defects within a reasonable time period prior to the issuance of the Completion Certificate. However – in its judgment - AM may accept the Vehicles for use and commissioning by signing the relevant Protocol (with a defects list) prior to their rectification. Articles 15.1.3 and 15.2.7 of the Conditions of Contract refer only to essential defects.

Question 91

Conditions of Contract, Article 15.2.9 – *“Upon the approval of the Provisional Acceptance Protocol of the entire Contract or any self-standing parts thereof, the Supply related risk shall be transferred to AM, except the risk pertaining to any damage due to the Contractor’s liability, who shall remain responsible for it until the Final Acceptance”.*

We understand that the Supply related risk shall be transferred upon the Provisional Acceptance. Is it right? As regards the insurance, we cannot insure any vehicle already driven by your drivers. Therefore, you are kindly requested to clarify to us that the Supply related risk is transferred during the Completion Certificate – Acceptance for Use, in line with Article 15.1 and that we must not insure your drivers.

Response 91

Regardless of the content of Response 92 regarding the Supply related risk, in the sense of the Civil Code, article 28 refers to the insurable risks that the Contractor must cover.

It is clarified that the insurable risk is divided into:

1. Damage to vehicles (in line with paragraph 28.4): The risk shall be borne by the Contractor until the final acceptance of the vehicles and the Contractor shall be the beneficiary of the insured equipment. AM shall be co-insured (it must be explicitly exempted from exercising the rights of recourse of the insurer). The risks against which the insurance policy must be drafted shall be as a minimum the following: fire, lightning, wide explosion, airplane crash, disposal of wreckage, earthquake, collision, collision and de-railing, terrorist actions, sabotage, social unrests/ riots, Strikes, Political Unrest and Damage due to Malicious Acts (in line with the 72-hour term).
2. General Civil Liability: The risk shall be borne by the Contractor, in line with paragraph 28.5. Moreover, it is clarified that “...commissioning...” shall include any damage that may be caused to third parties due to a defective product, as per the provisions of Law 2251/94/

Question 92

Conditions of Contract, Article 16.1 – This article foresees that the warranty period is defined to three (3) years.

During this period, the manufacturer undertakes all risks related to the delivery and execution of the contract. However, article 15.2.9 of the Conditions of Contract stipulates that upon AM's Provisional Acceptance Protocol all risks related to the Supply are transferred to AM. This provision seems to be misleading, because it is not clear who is responsible for the risks, when and for which risks. We kindly request you to re-examine – in this framework – the acceptance procedure, because the warranty period usually starts with the final acceptance of the vehicles. At this time (Final Acceptance) the Consignee acquires the ownership of the vehicles too. However, in our case it is foreseen that the final acceptance is performed upon the expiry of the warranty period. Thus, the manufacturer remains the owner of the vehicles until the final acceptance, but AM will take advantage of the commercial operation during this period. This provision constitutes an important risk that the manufacturer cannot define. Therefore, for the time being, this provision is not accepted.

For this reason, kindly inform us as follows:

- When will the risks be transferred from the manufacturer to AM?
- When will the ownership be transferred from the manufacturer to AM?
- Who will assume specific risks for specific activities?

Response 92

- In principle, the risks are transferred from the manufacturer to AM upon provisional acceptance (Article 15.2.9, CC), with the exception of the earlier acceptance for use, in line with article 15.1.2 of the CC, in which case the risks are transferred upon acceptance for use;
- The ownership is transferred from the manufacturer to AM upon delivery of the Supply to AM facilities;
- As regards the Supply related risks, the relevant provisions of the Civil Code and the Conditions of Contract (Article 15.2.9, CC) are in effect.

Question 93

Conditions of Contract, article 18.3 – We can cede our licences for utilization and those of our suppliers that we know, but not licences for utilization that we do not possess or those not ceded to us by our suppliers.

Response 93

In line with article 24.3 of the Conditions of Contract: *“The Contractor shall be solely and exclusively responsible for the adherence on the part of the sub-contractor/supplier of the terms and conditions of this Contract and shall not be released from his responsibilities or guarantees as regards any part of the works under execution by his sub-contractor/supplier”*.

Question 94

Conditions of Contract, articles 28.1 and 28.7, the phrase *“..... without his responsibilities and obligations being limited...”* represents an unlimited insurance liability. We hereby propose a contractually determined limitation of liability at the amounts pertaining to the Third Party Civil Liability Insurance. Do you agree with that?

Response 94

As regards the general civil liability, applicable shall be the limits specified in paragraph 28.5. As regards the liability for the vehicles' circulation, applicable shall be the limits stipulated by the law. The liability for the Contractor's personnel is unlimited and for the items to be transported, the Contractor's liability shall amount to the overall value of the transported merchandise.

Question 95

Conditions of Contract, Article 23.4 ITT, Article 10.1 – A provision is made for granting an advance payment amounting to 10%, on the basis of the relevant request to be submitted by the manufacturer, in line with the provisions of the Greek Legislation. At this moment, one cannot assess which are the preconditions that must be met. Could you please clarify? In addition, in which way are the payments secured?

National funding entities and the European Regional Development Fund (ERDF) are the funding sources. At this moment, we cannot understand who makes the payments to STAP and the way these payments will be secured by you. Kindly clarify to us this payment procedure.

Response 95

In line with the Greek Legislation (Law 4156/13), the good performance guarantee also covers the provision of an advance payment of an equal amount to the Contractor, without any requirement for the submission of an advance payment guarantee. Therefore, since the good performance guarantee equals to the amount of the advance payment, as the case is in the framework of this Tender, no additional precondition is required for it to be granted.

As to the issue pertaining to the payments to the Contractor, these are effected by AM on the basis of the procedure referred to in article 10 of the Conditions of Contract.

As to the issue related to the securing of the payments by AM, the contract constitutes a part of the Act “Westbound Extension of the Tramway to Piraeus”, which, by virtue of Decision No. 961/Φ.53-91/23.04.2010 made by the Secretary General of Transportation (and its 1st Amendment No. 2295/05.12.2012), has been integrated for financing in the Operational Program “Attiki 2007-2013” that is co-funded by the Regional Development European Fund. Through the Decision about the subject integration, AM has secured the funding for the overall budget of the Act by the Public Investment Program, through which it receives both the EU funds and the National Resources.

Question 96

Conditions of Contract, Articles 28.3 (b) and 28.4 – In line with the aforementioned articles, the Contractor must insure the contractual scope until the final acceptance. In line with Article 28.4 of the Conditions of Contract, damage caused by force majeure and other kinds of damage must also be insured. The way we understand, the subject insurance covers damage due to acts of vandalism in depots and during the tramway vehicle trips. Acts of vandalism within the vehicles and in the depots can be limited by appropriate measures/security measures to be introduced by the operation company. Insurance coverage of such kinds of damage by the

Contractor does not constitute a usual practice and leads – in principle – to high insurance risk premiums on the part of the insurance company; even the more so, in some cases, they cannot be insured. Therefore, you are kindly requested to exclude acts of vandalism from the necessary insurance coverage.

Response 96

Kindly refer to Response 91.

Question 97

Conditions of Contract, Articles 28.3 (b) and 28.4 – In line with the aforementioned articles, and the way we understand it, the personnel (the train drivers, too) of the operation company should also be insured. This is not a usual practice and it is not assumed by the insurance companies; if they do so, the insurance risk premiums are very high. The Contractors must usually assume only the risks for which they are responsible.

In view of the above, you are kindly requested to adjust articles 28.3 (b) and 28.4 of the Conditions of Contract, so that the Contractor be not liable for erroneous actions on the part of AM or STASY personnel and be not responsible for providing insurance coverage. Thus, kindly proceed to a more detailed description/limitation of the risks to be assumed by the insurance company.

Response 97

The Contractor is obliged to insure his own personnel. As regards AM’s personnel, the Contractor’s liability is confined to the stipulations of the term “cross liability coverage”. We cannot understand where the term “...for erroneous actions on the part of AM ...employees...” refers to.

Question 98

Conditions of Contract, Article 28.5.1 – The phrase “... upon the arrival of the first Vehicle at AM’s facilities and ends upon the approval of the Final Acceptance Protocol” has been transferred to article 28.4, Insurance of the Supply Against All Risks (/against transportation). We assume that this is the ordinary civil liability insurance of the Company and the civil liability products insurance against claims raised by third parties. Kindly confirm.

Response 98

The purpose of the insurance does not change; the “Insurance Duration” of the third party civil liability is determined.

Question 99

Conditions of Contract, Articles 28.5.3 (a) and 28.6.a – The Cross Liability between the insured parties constitutes part of the contract; however, damage to leased buildings, environment related damage and damage of extensive civil liability for products and recalls are excluded. Therefore, we suggest AM not to be referred to as an additional insured party but to be assumed as an independent third party.

Response 99

There is not any requirement for insuring recall of the vehicles upon the Contractor’s request; however, any damage to AM’s property, any accidental pollution or damage due to a defective product cannot be exempted. In addition, AM is co-insured since a claim filed by a third party can “turn” against it.

Question 100

Conditions of Contract, Article 28.5.3 (b) – this term should be included in the final insurance policy. Upon communication with the insurance company, this provision is not understood to this company. Could you please clarify the framework and the purpose of this provision?

Response 100

The Insurance company is – in principle – obliged to refute all third party claims filed against either AM or the Contractor.

Question 101

Conditions of Contract, Article 28.6 (b) – this provision refers to the obligation that the insurance company has to notify the Contractor or AM. The insurance company does not “see” the option to oblige the civil liability insurer to notify the Contractor on expiry dates, etc. In this case, the insurance company suggests that an agreement be made with the insurer to accept contract modifications, only if there is the prior consent of the Contractor.

Response 101

The insurance is agreed upon until final acceptance. AM must be informed in writing and on time in case the insurance policy is cancelled.

Question 102

Conditions of Contract, Article 28.6 (c) – this provision refers to the fact that the insurance company waives its rights to raise a case against AM. The insurance company suggests the following wording:

Before insurance, the co-insured companies waive their rights to file a mutual recourse or to file recourse against other third parties; in this case, the insurance coverage is not limited. Do you agree?

Response 102

The term cannot be amended and its meaning is not in compliance with your insurance company’s position.

Question 103

Conditions of Contract, Article 28.6 (d) – this provision refers to total or partial interruption of the works. Such expenses shall be covered only in the framework of the insurance coverage and do not require any personal assessment, in case of damage. Therefore, we suggest that this wording be re-formulated. Do you agree?

Response 103

All insurance coverage shall remain in effect even if the Contractor has interrupted his works, for any reason whatsoever.

Question 104

Conditions of Contract, Article 28.6 (f) – this provision refers to employer’s liability. Given that - for the time being – there is not any branch of the Company STAP in Greece, there is not any necessity for employer’s liability as far as STAP is concerned. The employer’s liability is essentially ensured by the Professional Association. As far as the insurance company is concerned, it is not understood why STAP must assume AM’s employer’s liability. Kindly inform us accordingly.

Response 104

Article 28.6 (f) of the Conditions of Contract stands as it has been compiled, given that it covers the relation of AM, being the Owner of the Supply, with the Contractor, as to third parties' claims.

Question 105

Conditions of the Contract

Article 28.7 c) – This provision stipulates that AM is covered by the insurance company even in case the Contractor does not fulfill the obligations ensuing from the insurance policy and, for this reason, there is no insurance coverage. Given that this constitutes a business risk, this agreement, according to the insurance company, cannot be reached with the insurer. For this reason, you are kindly requested to delete the subject provision.

Response 105

This paragraph stresses that if – at the Contractor's liability – the insurance policies are not in effect, then the Contractor shall be liable to restore any damage that AM may suffer, which (damage) could have been covered by the insurance policies.

Question 106

Conditions of the Contract

Article 28.7 c) – According to this provision, AM reserves the right to withhold payable amounts, or the corresponding amount from the good performance letter of guarantee should become payable, whenever the insurance company does not pay compensation due to exceptions or exemptions. Basically, the insurance companies render impossible the provision of insurance coverage in certain individual cases. This particular wording does not specify all cases for which insurance coverage is not provided. Please specify.

Response 106

It is the Contractor's responsibility to adhere to the insurance related provisions and to ensure the smooth execution of the insurance policies.

Question 107

Conditions of the Contract

Article 34.1 – This article stipulates that the contractual price also includes transference to AM of the right to use all Contractor's and his Sub-Contractors'/Suppliers' copyrights. Basically, the Contractor cannot freely use the copyrights of his sub-contractors and thus freely transfer these rights. Not all sub-contractors are willing to transfer the right to use copyrights to all participating members. Thus, at least for the sub-contractors, this provision cannot be ensured.

You are kindly requested to properly modify this article, according to which the Contractor transfers to AM the right to use the Contractor's and the sub-contractors' copyrights.

Response 107

Kindly refer to Response 93.

Question 108

Invitation

Sample B/C – This is a sample of the participation letter of guarantee. There seems to be no provision related to the utilization of the participation letter of guarantee and the reason related to its eventual non-fulfillment.

Are we correct in assuming that the letter is used “on first demand”?

Can you please specify the reason the letter's non-fulfillment?

Response 108

The stipulations of articles 6 and 20 of the Invitation to Tender are valid.

Question 109

Conditions of the Contract

Article 16.1. a), 16.4, 16.5, 19, 21.5 – In the Greek text you employ one single word (εγγυήση) to render the terms “guarantee” and “warranty”. We assume that the English translation erroneously uses the term “guarantee” instead of the correct “warranty”. Can you confirm our assumption?

Response 109

It is stressed that Greek is the official language of the Tender and the contract is Greek. In the articles referred to above, the Greek term «εγγύηση» is used in the sense of the term “warranty”.

Question 110

Good performance letter of guarantee – The sample good performance letter of guarantee does not contain any time limits for the guarantee. The validity of a guarantee is usually restricted to a specific time period, because otherwise the additional cost of the guarantor's risk can bring about an increased overhead and, consequently, increased offers by all participants. You are kindly requested to limit the good performance letter guarantee validity period to the 3-year period of the contractual guarantee.

Response 110

Kindly refer to Response 64.

Question 111

Performance Specifications

Article 11 – The requirements in article 11 of the technical specifications pertaining to the interpretation of the air conditioning in the passengers area, exceed by far the requirements expressed in the relevant standard EN14750. Due to these increased requirements and taking into account the environmental conditions, considerable additional equipment must be installed in the vehicles, which will lead to increased vehicle weight and thus to increased energy consumption, as well as to additional wear due to the extra weight.

In our opinion, it is feasible to achieve a passenger-friendly environment inside the vehicles by implementing the air-conditioning requirements foreseen in the specifications. In order to permit us to submit a less expensive offer, you are kindly requested to modify the provision of article 11.4.1 which requires the ambient temperature to be decreased from 40⁰C to 28⁰C inside the vehicles, and to adapt this provision to standard EN14750.

Response 111

The Specification stands as is. These conditions are valid for Athens climate and derive from the experience gained by the Operations Company.

Question 112

Vehicle Envelope: There is no defined clearance in rail channel in the tender documentation. This clearance would be used for vehicle static envelope determination. Does it mean that static envelope of the vehicle is determined with zero width of the rail channel?

Response 112

The Static envelope of the vehicle is the outline with the maximum dimensions of the vehicle and its manufacturing tolerances; therefore, it includes neither track dimensions nor the rail channel. This dimension is taken into consideration in the kinematic envelope, which includes the movement tolerances and the vehicle’s wear, as well as the tolerance between wheel flange and track gauge.

Question 113

Interior concept: There are not defined parameters of the passenger compartment like preferred seat, position, minimum aisle width, etc. in the tender documentation. Passenger compartment parameters are not included in the evaluation criteria. Tender documentation requires in chapter 6.1. only the best parameters and best interior design according to the best supplier experience. Does it mean that these parameters and solutions will not be taken into account for the offer evaluation?

Response 113

We hereby clarify that the parameters determining the seats layout, along with the remaining main elements of the interior design, are evaluated in Sub-criterion 1 of Criterion 1 in the framework of the “Body Layout” related evaluation.

Question 114

1.6.1. Tender requires or describes: “Technical Offers which shall receive, even on one individual Sub-criterion or Criterion a score less than the Minimum Score (as this is determined in each Criterion), shall be disqualified.” How can an offer receive score less than the minimum score?

Response 114

Offers that do not comply with the Technical Specifications or provide erroneous or a large amount of information or non-realistic and non-justified information shall receive a score below the minimum (60 points).

Question 115

On the official website of AM there are two versions of Tender documents in English and Greek; please confirm that both versions are valid.

Response 115

According to article 21 of the Invitation to Tender, Greek is the official language of the Tender and of the Contract to be signed. The Tender documents which are translated into English are made available to the bidders only for facilitating them and have no contractual force whatsoever.

Question 116

Invitation to Tender, Article 9.6: According to this article the Technical Offers shall be submitted in Greek and in English. Please confirm that both versions shall be submitted to AM. How many copies of the English version should be submitted?

Response 116

According to article 9.6 of the Invitation to Tender, the technical offer must be submitted both in Greek and in English. In Greek, which is the official language, the number of copies is the one mentioned in article 9.1 of the Invitation to Tender, while in English, the number of copies is one (1).

Question 117

In article 6.1.3 Windows, it is required that: All side windows (including door windows) shall be equipped with glass panes made of toughened tempered laminated double glass bonded by means of a transparent membrane. Would it be acceptable for a bidder to propose another modern and proven-in-operation solution?

Response 117

Kindly refer to Response 2.

Question 118

Please clarify article 12.3.2 of the Invitation to Tender, so that it is clear what offices or services would meet the requirements of the Invitation to Tender.

Response 118

Accredited Certification Authorities.

Question 119

You are kindly requested to grant your permission for the submission of alternative offers in the sense of article 36 Directive 2004/17/EC of the European Parliament and Council dated March 31st 2004 about the coordination of the procedures for the conclusion of contracts in the fields of energy, transport and postal services. This way, the Bidders can provide alternative technological solutions.

Response 119

Article 14.3, wherein it is stated that alternative technical offers or offers for part of the supply shall not be accepted, stands as worded.

Question 120

Invitation to Tender

If you grant your permission for the submission of alternative offers in the sense of article 36 Directive 2004/17/EC of the European Parliament and Council dated March 31st 2004 about the coordination of the procedures for the conclusion of contracts in the fields of energy, transport and postal services, kindly inform us whether the alternative technological solutions, allowed in the framework of these Tender Documents, ensure the maximum and full scoring of the offer or whether the alternative technological solutions, although allowed, will receive lower scoring as compared to the remaining offers.

Response 120

Kindly refer to response 119.

Question 121

Invitation to Tender, article 16

The scoring criteria of the technical offers create certain doubts, since the manner in which offers will be scored has not been determined explicitly. The Owner of the Supply has not determined which specific technical solutions will be scored in each criterion. We would like to point out that, in line with article 55 of Directive 2004/17/EC, the awarding authority must determine the importance attributed to each one of the selected criteria for the determination of the most advantageous offer from the financial point of view. This importance can be expressed by the use of a scale with the appropriate maximum range. This relevant weighting or importance order – depending on the case - are stipulated in the invitation to tender used as a means for the commencement of the Tender, in the invitation to confirm interest, referred to in article 47, paragraph 5, in the invitation to submit offers or to participate in negotiations or in the conditions of contract. When analyzing the way to score the technical offers, in article 16, we draw the conclusion that the aforementioned requirement is not met. For example, based on which principles and which criteria will the Tender Committee score the item “Vehicle body manufacturing method”? Which are the most preferable solutions? Kindly define with precision the detailed technical solutions that will be scored and the subject scoring.

Response 121

The evaluation method of the technical offers is effected in line with the requirements of Directive 2004/17/EC, since the Tender Documents include specific criteria and sub-criteria with respective importance coefficients attributed to each one of them. In addition, it describes with the outmost precision the way each criterion will be evaluated. More specifically, as regards the example of the Vehicle body manufacturing method, the Bidders shall be scored on the basis of the technical specifications and on a comparison basis (among them).

Question 122

Performance Specifications, paragraph 14.1.1, determination F_2 being the total number of chargeable failures resulting in a service degraded condition.

This determination gives the awarding authority many options to include numerous failures and malfunctions within the MDBF2. The list is not closed, while precise directions are missing for you to determine with precision certain failures. We require your Company to determine the subject list with more precision.

Response 122

The article is valid as is.

Question 123

Performance Specifications, paragraph 14.1.2

The awarding authority requires that one random measurement per day must take place during service hours. For the purposes of the subject measurement, the service hours shall be from 06:00 to 22:00. We require that the awarding authority defines the measurement period selection method for each day. Should this be one random 30-minute measurement in the whole day of operation? In which way will this be determined? Is it the about the random numbers factor from the period under examination? During the subject measurements, kindly take into consideration the availability of the vehicles during real time, when vehicles are out of service (time is measured in hours); alternatively, we hereby propose that you check the number of the available vehicles – e.g. at 07:00 and at 15:00. The total availability would then be the average numerical quantity of the available vehicles throughout the measurement period.

Response 123

The article is valid as is.

Question 124

Invitation to Tender, paragraph 12.3.4

Kindly confirm that the subject paragraph refers exclusively to the sub-contractors responsible for parts of the order and not to suppliers of the tramway components and systems. We cannot possibly determine all tramway components and systems suppliers in the phase concerning our offer submission.

Response 124

The suppliers list – stipulated in article 12.3.4 of the Invitation to Tender – shall include the sub-contractors and the suppliers of the main tramway systems.

Question 125

Invitation to Tender, paragraph 12.1.2

Kindly confirm that the Statement regarding the overall turnover of the firm, submitted in writing, suffices.

Response 125

It is confirmed, the Statement suffices.

Question 126

Invitation to Tender, paragraph 23.4 Sample C – LETTER OF GUARANTEE FOR PARTICIPATION

Taking into account that the agency providing the subject guarantee will request us to determine the guarantee validity period, you are kindly requested to give us your consent to include in the subject letter of guarantee the precise date estimated in line with the directions of the awarding authority (13 months upon the contract conclusion date).

Response 126

Kindly refer to Response 60.

Question 127

Conditions of Contract, article 10.1

Kindly confirm whether the advance payment will be calculated on a proportionate basis for each vehicle. Moreover, kindly confirm whether a percentage of the non-calculated advance payment will be added to the amount of the advance payment calculated in the specific advance payment period.

Response 127

The advance payment is calculated based on the Overall Lump Sum Price of the Contract and is granted once after the Contractor's relevant request.

Question 128

Conditions of Contract, Article 10.1

The M coefficient referred to in formula: (“month fraction” is considered to be a “whole month”).

Response 128

Coefficient “M” refers to the time period for the calculation of accrued interests and is rounded up always to a whole number of months.

Question 129

Conditions of Contract, article 10.1

Coefficient ε (%) referred to in the subject article is not clear enough. Due to the high risk and the unclear definition along with the entailing high risk, kindly define the fixed ε rate ($\varepsilon = 0.2\%$).

Response 129

Coefficient ε (%) is valid as stipulated in article 10.1.

Question 130

Conditions of Contract, article 10.2.1

Due to ambiguities existing between the two versions (Greek – English) of the document, kindly confirm the following English version:

Upon the provision of the advance payment (10%) to the Contractor, payments of the Contractual Price shall be made through partial payments to be determined as a percentage (%) of the Overall Lump Sum Price of the Offer as follows:

- **5%** upon approval by AM of the complete Design of the Supply, to be submitted. This payment calls for the submission of a Letter of Guarantee of an equal amount, which shall be returned proportionally to the Contractor upon delivery of vehicles at TRAM's Depot in Athens;
- **10%** upon completion of the construction of the vehicle' bogy and body of the 1st vehicle and their inspection and approval by AM. This payment calls for the submission of a Letter of Guarantee of an equal amount, which shall be returned proportionally to the Contractor upon delivery of the vehicles, at Tramway's Depot in Athens;
- **10%** upon completion of the construction of the 1st vehicle and its inspection and approval by AM at its manufacturing plant. This payment calls for the submission of a Letter of Guarantee of an equal amount, which shall be returned proportionally to the Contractor upon delivery of the vehicles, at AM's Depot in Athens.
- **50%** of the overall Lump Sum Price per vehicle divided by twenty five (1/25) shall be effected proportionally upon vehicles' delivery at TRAM's Depot in Athens, including tests in the manufacturing plant;
- **20%** of the overall Lump Sum Price per vehicle divided by twenty five (1/25) shall be effected proportionally upon successful execution of testing and commissioning of the vehicles at TRAM's Depot and lines in Athens;
- **42%** upon delivery of the main spare parts, the special tools, the diagnostic testing equipment, the equipment intended for transferring vehicles, the delivery of the Operation and Maintenance Manuals and the training of STASY personnel;
- **3%** upon expiry of the guarantee period of the Supply and the approval of the Final Acceptance Protocol by AM.

The accounts – certificates shall be submitted in five (5) print out originals, as well as in digital format, while their structure and content shall have been approved by AM.

Response 130

Greek is the official language of the tender and in case of ambiguities, only the Greek version must be taken into account.

Question 131

Conditions of Contract, article 10.2.1

Kindly clarify whether the Fourth and Fifth Partial Payments (50% and 20% of the Overall Lump Sum Price), i.e. the payments collected upon the supply of the tramway vehicles at the Tram facilities in Athens, including the tests performed in the factory, along with the payments collected upon the successful tests and activation of the tramway vehicles at the Tram facilities in Athens, concern the Overall Lump Sum Price divided by 25. What does the Overall Lump Sum Price per vehicle stand for? Kindly provide clear explanations as regards the aforementioned questions.

Response 131

The Overall Lump Sum Price per vehicle is the Contract Price of the Contractor's offer divided by 25. Therefore, the fourth and fifth partial payments constitute 50% and 20% of this amount respectively.

Question 132

Conditions of Contract, article 10.2.1

Does the letter of guarantee – for the awarding agency – mean the guarantee for the return of the advance payment? When this letter of guarantee must be submitted?

Response 132

In line with article 20.5 of the Invitation to Tender, the Contractor shall submit a Good Performance Letter of Guarantee upon the contract signing. The Good Performance Letter of Guarantee covers the provision of an advance payment of an equal amount to the Contractor, without the requirement for submission of an Advance Payment Letter of Guarantee, according to article 23.4 of the Invitation to Tender.

Question 133

Conditions of Contract, article 10.2.1

Will the letters of guarantee be returned to the Contractor upon the final supply of the tramway vehicles at the Tram facilities in Athens?

Response 133

The partial letters of guarantee that the Contractor must submit during the first partial payments shall be returned to the Contractor on a proportionate basis upon delivery of the tramway vehicles at the Tram Depot in Athens.

Question 134

Conditions of Contract, article 10.2.2

Kindly explain the procedure related to the account certification and inform us on its duration.

Response 134

The stipulations of article 10.2.2 of the Conditions of Contract are valid.

Question 135

Conditions of Contract, article 10.4.1

Kindly reduce the contract penal clause to 5% of the price of the delayed supply for each day of delay. The penal clauses defined by the awarding authority are too high and increase – with no purpose whatsoever – the contractor's financial risks.

Response 135

The stipulations of article 10.4.1 of the Conditions of Contract are valid as they are formulated.

Question 136

Conditions of Contract, article 28.1

Kindly give your consent to the fact that in case of a foreign contractor coming from a member-state of the European Union, then the insurance policy must not be drafted on the basis of the Greek legislation. Otherwise, this would mean a great cost and an extensive time period for the policy's drafting and this cost should be included in the offered price.

Response 136

In line with article 24 of the Invitation to Tender, the Contract is governed by the Greek Legislation and, thus, the insurance policy too shall be governed by the Greek Legislation.

Question 137

Conditions of Contract, article 28.2

Kindly clarify whether this provision concerns the foreign contractors; does the insurance of the Contractor's employees in the member – state of the European Union suffice?

Response 137

The aforesaid provision concerns the foreign Contractors too, in case their personnel is employed in Greece.

Question 138

Conditions of Contract, article 28.6

We understand that the insurance policies must insure third parties' claims against the awarding authority and the contractor. Kindly clarify.

Response 138

The terms are precise, since AM's intention is to insure both the Project Owner and the Contractor against third party claims.

Question 139

Sample B – Good Performance Letter of Guarantee, paragraph 5

Kindly change paragraph 5, to read as follows:

5. We further affirm that our guarantee shall remain in full force until return of this letter of guarantee, but not beyond the date[a calendar date – 940 days upon the contract conclusion date must be set up]. Our request derives from the fact that by definition, the banks do not agree to the issuance of a guarantee of undetermined duration.

Response 139

Kindly refer to response 64.

Question 140

Invitation to Tender, paragraph 11.1.1

Kindly provide more detailed information about the Bidder's representative. Must this person be a lawyer or a legal counsel? What his/her role will be?

Response 140

There are no requirements for any special qualifications for the Bidder's representative. The representative's obligations are stipulated in article 11.1.4 of the Invitation to Tender.

Question 141

Invitation to Tender, paragraph 11.1.1

The foreign contractors must also submit the extract from Law 1599/86 (“Legal Statement of Law 1599/89”). Kindly abolish this requirement as regards the foreign bidders or give your permission for this statement to be submitted by the contractor instead of the official statement.

Response 141

As regards the submission of the legal statement of Law 1599/86 by the foreign companies, valid shall be the stipulations of article 11.4 of the Invitation to Tender.

Question 142

Invitation to Tender, paragraph 11.1.1

Kindly give the option for the submission of the power of attorney that is provided by the members of the Board of Directors, instead of the true copy of the BoD Resolution.

Response 142

Article 11.1.4 of the Invitation to Tender is valid as formulated.

Question 143

Invitation to Tender, paragraph 11.1.4

As regards the legal statement stipulated in article 8 of Law 1599/86, kindly inform us whether the bidders outside Greece are obliged to submit such a statement, or the bidder’s statement suffices.

Response 143

Kindly refer to Response 141.

Question 144

Invitation to Tender, paragraph 11.5

Kindly confirm whether this relates only to documentation referred to in the Invitation to Tender or the documentation directly related to it. We would like to point out that all necessary documentation for the submission of the offer must be clearly included in the Invitation to Tender.

Response 144

Article 11.5 of the Invitation to Tender refers to documents deemed necessary upon reading the legalizing and other documentation that have to be submitted prior to the contract signing and concern the review of the submitted documents.

Question 145

Invitation to Tender, paragraph 12.3.2

Kindly explain to us with precision and in detail the document that is required and if the statement on the part of the Contractor suffices as regards the foreigner bidder.

Response 145

Article 12.3.2 refers to certificates.

Question 146

Invitation to Tender, paragraph 12.3.3

Kindly inform us whether in the framework of the organizational chart including the staffing of the bidder and in the Curriculum Vitae of the executives of the bidder it suffices to state the number of the staff that we employ.

Response 146

Article 12.3.3 concerns an Organization Chart with the staffing of the Bidder and Curriculum Vitae of the executives and the persons in charge of the Bidder for the execution of the subject supply.

Question 147

Conditions of Contract, article 1.1.1

Kindly modify the last sentence of the aforementioned article as follows:

The vehicles shall be fully compatible with the system's infrastructure, its extensions, the Depot, the control and operation systems of the Operation Company on the date of the contract signing.

The aforementioned modification is deemed necessary since the Contractor cannot be held liable for any modifications to be made after the signing of the Contract.

Response 147

The Contractor is not held liable for any modifications that will affect the scope of his Contract.

Question 148

Conditions of Contract, article 1.1.2

We assume that the Contractor draws up the list.

Response 148

Article 1.1.2 of the Conditions of Contract concerns the supply of equipment for transferring the vehicles in case of damage and during maintenance.

Question 149

Conditions of Contract, article 1.1.4

Kindly explain what you mean by “Performance Specifications”.

Response 149

In line with article 7 of the Invitation to Tender, the Performance Specifications (and its appendices) constitutes a tender document, which is distributed to the bidders.

Question 150

Conditions of Contract, article 1.1.8

Kindly specify in detail what you mean by “compatibility of the equipment to be supplied with the existing vehicles and facilities”. Will the awarding authority provide the necessary data before the submission of the offer?

Response 150

The meaning of “compatibility” is provided in article 41 of the Conditions of Contract, while the necessary data concerning the submission of the offer is provided in Annex 1 of the Performance Specification.

More details on the existing systems shall be made available to the Contractor.

Question 151

Conditions of Contract, article 1.1.9

Will the awarding authority provide the technical infrastructure for the provision of warrantee service?

Response 151

The obligations of the Contractor during the warrantee period are set in article 16 of the Conditions of Contract. More precisely, para. 16.1.c, specifies that the obligations of the Contractor concerning the supply and availability of the special tools, required for the repair and maintenance, as well as the testing diagnostic equipment.

Question 152

Conditions of Contract, article 6.2

Kindly modify as follows: Should, prior to the signing of the Contract, the Contractor fail to be informed of any data regarding the execution of the works pertaining to the supply of vehicles, he shall not be released from his responsibility for the successful completion of the Supply within the framework of the offered overall lump sum price and the contractual time schedule for the completion of the Supply even though it was the awarding authority responsibility to provide the relevant data.

Response 152

Article 6.2 of the Conditions of Contract applies as is.

Question 153

Conditions of Contract, article 6.3

Kindly delete the following words: “as well as of the subject System under construction”. The contractor does not agree in bearing the responsibility for any modifications to the tramway network in Athens”.

Response 153

Article 6.3 of the Conditions of Contract concerns the responsibility of the Contractor not to interrupt the tramway operation in the existing Athens Tramway System, as well as of the subject System under construction during the execution of the tests and the commissioning of the new vehicles.

Question 154

Conditions of Contract, article 6.4

Kindly provide all important data concerning the operating and engineering hours of the tramway network in Athens.

Response 154

The data provided in the tender documents and in particular in Chapter 14 of the Performance Specifications suffice for preparing the technical and financial offer. More details shall be made available to the Contractor.

Question 155

Conditions of Contract, article 8.2.4

We assume that the remaining 20 vehicles must be supplied within a period of 940 days upon contract signing.

Response 155

In line with article 8.1 of the Conditions of Contract:

*“The overall deadline for the full completion of the scope of the Supply is **nine hundred and forty (940) calendar days** upon the Contract signing.*

*The aforesaid deadline shall include all activities of the Contractor pertaining to the design, manufacturing, supply, testing and commissioning of the **twenty five (25) vehicles**, the supply of equipment for transferring the vehicles in case of damage and for maintenance purposes, the delivery of the spare parts, special tools, diagnostic equipment and the Maintenance and Operation Manuals of the Vehicles, the supply of all consumable materials and components, the training and, in general, the overall scope of the Supply, as this is described in article 1.1 of the Conditions of Contract and as per the requirements of the contract documents”.*

Therefore, after the deadline stipulated in article 8.2.4, in line which *“Within six hundred and seventy (670) calendar days upon the Contract signing, the Contractor must have completed the manufacturing, testing, delivery and commissioning of the first five (5) vehicles of the supply at AM’s facilities in Athens”*, until the completion of the overall deadline stipulated in article 8.1. mentioned above, we are anticipating the gradual delivery and commissioning of the remaining twenty (20) vehicles of the supply. (In addition, kindly take into consideration that the 940-day period shall include any other scope of works, which is described in the contract and not described in a specific partial deadline).

It is clarified that the design, supply of individual items of equipment, factory production, assembly, etc., of the remaining twenty (20) vehicles shall progress in a well-allocated and smooth method – in terms of time – right after the respective activities of the 5 first vehicles and in line with the approved time schedule.

Question 156

Conditions of Contract, article 9.1

Kindly extend the deadline for the submission of the time schedule by 60 days.

Response 156

For the purpose of the timely approval and further to the pertinent monitoring of the time schedule, the 30-calendar day deadline stands as specified in article 9.1, since it has to be taken into consideration that the time schedule may not be approved through the first submission and that re-submission may be required, in which case, the approval procedure may delay over the 30-day period.

It is stressed that the time schedule can be constantly updated, in the sense of supplementing it, further analysing it, revising its logic, etc., since it is a constantly developing document as the Supply progresses.

Question 157

Conditions of Contract, article 9.2

Kindly explain in detail the methods that this article concerns.

Response 157

We cannot understand the methods this question refers to, as regards the specific article of the Conditions of Contract.

Article 9.2 makes reference to the minimum requirements, which must be taken into consideration in the preparation of the Time Schedule by the Contractor. In addition, reference is made to the method and analysis level of several activities, the basis elements that must be presented, the basic preconditions that must be taken into consideration, etc. Moreover, it includes the remaining obligations on the part of the Contractor, such as the Monthly Progress

Reports and time schedule revisions, which constitute a prerequisite for the following up of the Contract.

If, finally, your question refers to the “...*Preceding Diagram Method – PDM with the use of the Critical Path Method – CPM...*”, we hereby inform you that this is a worldwide method that prevails in the preparation and calculation of time schedules.

More specifically:

The Preceding Diagram Method – PDM resembles to a flowchart, it depicts every single activity onto a node and all nodes are connected one to another with the use of arrows.

The Critical Path Method – CPM is the preceding diagram method that contains a Critical Path, i.e. a series of activities and sequence relations from the Project commencement until its completion that requires the maximum time duration for it to be completed and affects the proposed Project completion date. In other words, it is the sequence of activities, in which if an activity delays, then the entire Project will delay.

All usual software programs in the market are based on these principles. The appearance format is usually GANTT CHART.

Question 158

Conditions of Contract, article 9.2

Kindly inform us where the Contractor can obtain information for the works executed in parallel by other Contractors and the nature of these works. Moreover, you are kindly requested to delete the following words “The coordination of designs and activities with other Contractors”. The obligation to agree with other Contractors and the works they will be executing on which we have no information whatsoever in the current phase of the submission of the offers can cause an extension to the deadlines set, regardless of the Contractor’s liability.

Response 158

In line with article 9.2 of the Conditions of Contract, during the preparation of the time schedule, the Contractor shall also take into account the designs’ and other works’ coordination with other Contractors. This obligation derives from the requirements of the Performance Specifications, and especially articles 6.4 and 13.1 that describe the systems for which coordination with third parties is required. These articles provide specific information about the provision for the installation of a system by another Contractor and about the requirements for compatibility with systems already installed by other Contractors in the existing infrastructure of the Operation Company.

Question 159

Conditions of Contract, article 9.2

Kindly waive the obligation of the Contractor to submit documentation in the form of videos taken during the execution of the supply. This entails an unnecessary increase in the Contractor’s costs; moreover, certain tests and checks are executed in the Contractor’s plant where taking photos and videos is prohibited for reasons of professional secrecy.

Response 159

The video clips shall present certain milestones of the Contract, such as the acceptance of a vehicle at the Depot in Athens, the execution of on site Dynamic tests, etc. It is not necessary for the videos to be recorded in the vehicles manufacturing plant; in addition, videos shall not be recorded on a regular basis, but only in occasions involving Contract milestones. As mentioned above.

The selection of video clips, their duration, frequency, etc. shall be in communication with the Managing Department.

Question 160

Conditions of Contract, article 10.2.2

Will the amounts set forth by Law 4146/13 be returned to the Contractor?

Response 160

The amount of the said retention will not be returned to the Contractor.

Question 161

Conditions of Contract, article 10.2.2

Kindly explain how payments will be effected in the event of a foreign Contractor not seated in Greece.

Response 161

Article 10.2.2 applies as is also in the case of foreign contractors.

Question 162

Conditions of Contract, article 10.4.1

Kindly define in detail what is the “average daily value of the Supply”. Does it concern the value of a delayed supply?

Response 162

The average daily value is specified in detail in article 10.4.1 and it is “...the quotient of the entire amount of the Contract along with the amount of any Supplementary Contracts, VAT excluded, divided by the overall deadline of the Supply”.

The penal clause set forth in article 10.4.1 shall be imposed in case of overrun of the overall deadline for the delivery of the Supply, due to the Contractor’s liability.

Question 163

Conditions of Contract, articles 10.4.1 and 10.4.2.

Kindly add the following: The penal clauses set forth in articles 10.4.1 and 10.4.2 must not be calculated at the same time.

Response

The penal clauses set forth in articles 10.4.1 and 10.4.2 concern different deadlines and will be imposed in case of violation of the corresponding contract deadlines.

Question 164

Conditions of Contract, article 10.4.3

Kindly reduce the relevant penal clause up to 1% of the overall amount of the Contract. The penal clause proposed by the awarding authority is, in our opinion, extremely high.

Response 164

Article 10.4.3 is valid as is, since the tare weight of the vehicle, as it arises from the technical offer of the Contractor, is binding.

Question 165

Performance Specifications, article 1.3.5

It is required to proceed with the supply of all materials and components, which are required for the preventive maintenance of the vehicles during the warranty period? Do consumables must also be supplied?

Response 165

Confirmed.

Question 166

Performance Specifications, article 6.1.5

Kindly confirm that for technical and spatial reasons, it is allowed to install passenger seats in the area located over the motor- and trailer- bogies zone and perpendicular to the longitudinal axis of the vehicle.

Response 166

Confirmed.

Question 167

Performance Specifications, article 9, Invitation to Tender, article 13.c.24

Kindly clarify what the awarding authority means by “wheel diameter compensation”; does it mean that the dimensions of the wheels are electronically upgraded in the vehicle control system, whose purpose is to accurately measure the speed of the vehicle? If not, kindly clarify.

Response 167

The awarding authority the electronically upgrade of the traction system, anti-slip, allocation of torque forces.

Question 168

Invitation to Tender, article 12.2

Kindly inform us whether given that ATTIKO METRO S.A. supply contract will be executed in the European Union, interested parties are obliged to submit documentation proving that the delivery of the tramway vehicles has been executed in the European Union.

Response 168

Experience similar to the one required by the subject supply referred to in article 12.2 concerns all executed supplies of the Bidder, in line with the requirements of the relevant article, irrespective of their delivery area.

Question 169

Performance Specifications, article 20.1.5.1

Isometric drawing of the underfloor wheel lathe. Kindly provide us with a more legible drawing.

Response 169

One (1) drawing is attached hereto.

Question 170

Performance Specifications, article 20.1.6.1

Applicable wheel profile. Kindly provide us with a more legible drawing.

Response 170

Two (2) drawings are attached hereto.

Question 171

Performance Specifications, article 20.1.8.1

Lateral and front view of the automatic coupler of the existing vehicles.

Kindly provide us with a more legible drawing.

Response 171

Two (2) drawings are attached hereto.

Question 172

Performance Specifications, article 20.2.3.1

Typical configuration of a traction power substation with a transformer/rectifier set.

Kindly provide us with a more legible drawing.

Response 172

One (1) drawing is attached hereto.

Question 173

Invitation to Tender, Sample B – Participation Letter of Guarantee

Is it possible to include the Participation Letter of Guarantee in the form of an insurance guarantee?

Response 173

The Letters of Guarantee required must be issued by Banks.

The requirements of article 6 of the Invitation to Tender are in effect, as they have been formulated.

Question 174

Invitation to Tender, article 12.3.3

Kindly delete the obligation on the part of the Contractor to submit Curriculum Vitae of the managerial personnel of the company. We are not allowed to disclose such data, since these protected as personal data and - as such - they are covered by the legislation on the protection of personal data.

Response 174

Kindly refer to Response 284.

The Curriculum Vitae referred to in article 12.3.3 are those usually required and submitted in Tenders.

It is self-evident that the content of the Curriculum Vitae must be “oriented” to the purpose of the technical evaluation – which is the reason why they are requested; information about the personal or marital status of the executives or any other personal data are of no interest.

Question 175

Invitation to Tender, article 12.3.4

Is the list of suppliers and subcontractors final and is the possibility to include changes thereto excluded? What kind of suppliers must be included in the list? Does it suffice to state the most significant suppliers of tramway components?

Response 175

The sub-contractors and suppliers of the basic tramway systems to be approved by ATTIKO METRO S.A. (AM) upon signing the contract with the Contractor shall be proposed in the list of

suppliers mentioned in article 12.3.4 of the Invitation to Tender. Any changes that may arise during the execution of the supply contract, they must be documented and be approved by AM.

Question 176

Performance Specification, article 14.1.3.2, Invitation to Tender, article 16.2.6.2

The awarding authority is kindly requested to define the list of possible damage for which the mean time for repair must be set, in line with article 16.2.6.2, sub-criterion 2 of the Invitation to Tender.

Response 176

The list of damage shall include all kinds of damage that could put tramway vehicles out of operation. This list shall be defined by each Bidder, so that the “mean time to repair” be realistic and that the pertinent result be checked.

Question 177

Performance Specification, article 14.1.3.3, Invitation to Tender, article 16.2.6

We assume that the criterion concerns items III-VIII, article 16.2.6 of the Invitation to Tender.

Response 177

Confirmed.

Question 178

Performance Specifications, article 14.1.3.3, Invitation to Tender, article 16.2.6.

The awarding authority is kindly requested to specify a detailed list of failures for each system that must be taken into consideration in the cost estimate.

Response 178

The list of failures shall include all kinds of failures that could put each system out of operation and shall be defined by each Bidder.

Question 179

Performance Specifications, article 14.1.3.4, Invitation to Tender, article 16.2.6.

We understand that this concerns items ix-xi and not ix-xiii, which do not exist in article 16.2.6 of the Invitation to Tender.

Response 179

Confirmed.

Question 180

Invitation to Tender, article 16.2.1.

You are kindly requested to clearly specify the scoring criteria of the vehicles' sub-systems mentioned in article 16.2.1, as well as which technical solutions for each sub-criterion shall receive a higher score.

Response 180

Kindly refer to Response 121.

Question 181

Performance Specifications, article 3.6 and Invitation to Tender, article 16.2.2: Weight of the vehicle.

You are kindly requested to give the proportionate basis example and indicate the method based on which the Bidders shall be scored. Assuming that three offers are submitted and the weight of the vehicles is 35, 36 and 45 tons, respectively, the Bidder offering the 35-ton vehicle must be scored with 100 points, the Bidder offering the 45-ton vehicle must be scored with 80, and what is the score received by the Bidder offering the 36-ton vehicle?

Response 181

Based on the example given: if the Bidder offering a 35-ton vehicle is scored with 100 points, and the Bidder offering the 45-ton vehicle is scored with 80, it means that 20 points correspond to the difference between the 35-ton and the 45-ton vehicle; in other words, 2 points correspond to the difference of one (1) ton. Therefore, the bidder offering a 36-ton vehicle will be scored with 98 points.

Question 182

Invitation to Tender, article 16.2.3: Noise.

You are kindly requested to give the proportionate basis example and indicate the method based on which the Bidders shall be scored.

Response 182

The noise limit specified in the Performance Specification shall receive the minimum score of 60 points, while the Bidder presented the lowest noise limit shall receive the maximum score of 100 points. The remaining Bidders shall receive a score on a proportional basis, i.e. between 60 and 100 points.

Question 183

Invitation to Tender, article 16.2.3: Noise

Kindly indicate how you calculate the score of 60 points and give an example to support your method.

Response 183

The Bidder offering noise levels, as those specified in the Performance Specification, for every case shall receive the score of 60 points.

Question 184

Invitation to Tender, article 16.2.3: Noise

Kindly give the proportionate basis example and indicate the method based on which the Bidders shall be scored. Assuming that three offers are submitted and the noise levels of the structural elements in the passengers' compartment are 68dB, 64 and 60dB, respectively, the Bidder offering the 60dB vehicle must be scored with 100 points, the Bidder offering the 68dB vehicle must be scored with 68, and what is the score received by the Bidder offering the 64dB vehicle?

Response 184

According to the example presented herein, if the Bidder offering the 60dB receives a score of 100 points and the Bidder offering 68dB (limit shown in the Performance Specification) receives a score of 60 points, this means that 40 points correspond to the range between 60dB and 100dB, i.e. 5 points correspond to the difference of 1dB. Thus, the Bidder offering 64dB shall receive a score of 80 points.

Question 185

Invitation to Tender, article 16.2.4: Reliability

Kindly give an example of the proportionate basis and indicate the method based on which the Bidders shall be scored.

Response 185

Kindly refer to the examples presented in Responses 181 and 184.

Question 186

Invitation to Tender, article 16.2.4: Reliability

Kindly indicate how you calculate the score of 60 points and give an example to support your method.

Response 186

The score of 60 points corresponds to the reliability requirements mentioned in the Performance Specifications. Kindly refer to the examples presented in Responses 181 and 184.

Question 187

Performance Specifications, article 14.1.2, Invitation to Tender, article 16.2.5: Fleet Availability

Kindly give an example of the proportionate basis and the method based on which the Bidders shall be scored.

Response 187

Kindly refer to the examples presented in Responses 181 and 184.

Question 188

Performance Specifications, article 14.1.2, Invitation to Tender, article 16.2.5: Fleet Availability

Kindly indicate how you calculate the score of 60 points and give an example to support your method.

Response 188

60 points is the score that will be given to the Bidder offering an average monthly fleet availability 92%. As to the aforesaid example, kindly refer to Responses 181 and 184.

Question 189

Invitation to Tender, article 16.2.7: Passenger Capacity

Kindly give an example of the proportionate basis and the method based on which the Bidders shall be scored.

Response 189

Kindly refer to the example presented in Response 184.

Question 190

Invitation to Tender, article 16.2.7: Passenger Capacity

Kindly indicate how you calculate the score of 60 points and give an example to support your method.

Response 190

Based on article 16.2.7 of the Invitation to Tender, Bidders offering Passenger Capacity less than the respective capacity required by the Performance Specifications document shall receive a score less than 60 points.

Question 191

Invitation to Tender, article 16.2.7: Passenger Capacity

We understand that the points calculation basis shall be only the offers where the number of passenger seats that has been stated is at least 190. Kindly clarify.

Response 191

The Bidder offering a Passenger Capacity that equals to 190 shall receive a score of 60 points.

Question 192

Performance Specifications, article 3.1: Passengers on-board the tramway vehicles

Kindly clarify if the minimum number of seated passengers also includes the folded seats.

Response 192

Confirmed.

Question 193

Performance Specifications, article 3.9

Kindly confirm that the 275mm-high platform (for which a Statement of Compliance is issued as regards the distance between the edge of the platform and the threshold of the vehicle doors) is located at a distance of 1300mm from the track axis, as specified in article 3.9 of the Performance Specifications, while in Fig. 20.3.1, the +/- 50mm distance between the vehicle edge (set to 1200mm from the track axis) and the platform edge is inadvertently stated.

Response 193

The distance between the edge of the platform and the track axis is 1300mm.

Question 194

Kindly clarify the following, in line with the Performance Specifications document:

- which are the Greek regulations and the EU Regulations concerning fire fighting, environmental protection and accident prevention, that have to be in accordance with Article 2.1?
- which is the Greek legislation and the Regulations presented in Article 2.3?
- which are the Greek Traffic Regulations presented in Article 7.2.6?

Response 194

It is the Contractor's responsibility to be informed on Greek and European Legislation, with which he must comply.

Question 195

As regards Energy Measurement (Performance Specifications, article 3.12), would you accept an energy measurement system installed in one or two tramway vehicles, for example, in order to record and analyze the energy consumption? For daily use, it would be more useful to record and analyze the energy consumption through the TCMS system. This tool is more simple, but it reveals the consumption in relation to time, which is very important.

If this solution is feasible, it shall be always possible to additionally install in the future the Energy Measurement system on the entire fleet, if so needed.

Response 195

This proposal is not accepted. Article 3.12 stands as is.

Question 196

As regards Chapter 20 of the Performance Specifications and, in particular, the vehicle dynamic envelope, Fig. 20.3.1 in article 20.3, depicts a distance of 1500mm from the central axis, while in table 20.3.1 maximum jerking ranges between 1204 and 1475 mm. Kindly clarify whether Table 20.3.1 should be taken into consideration.

Response 196

Kindly refer to Response 18.

1500mm is the maximum horizontal dimension of the Dynamic Envelope in straight track. In curved tracks, the respective throw must be added to the aforesaid value.

Table 20.3.1 describes the Static Vehicle Envelope in straight track (1200mm) increased by the respective throws (Center or End Throw) of the vehicle, when it passes by horizontal curves, for several cant values.

In order to simplify the calculation procedure, a table can be drafted (removing the 1200mm from the values contained in table 20.3.1) that will contain only throws, which must be added to the envelope under examination – either the static or the dynamic one.

(It is hereby stressed that all references to envelopes' dimensions concern the dimensions of the respective envelope from the track axis).

Question 197

In order to specify the safety procedures and requirements for towing and pushing activities, kindly provide us with all necessary technical data for the existing Tramway vehicles deemed necessary to the safety of this operation.

Response 197

They shall be provided to the Contractor during the design phase.

Question 198

In Appendix 2 of the Performance Specifications, the line profile makes only reference to negative cant. Kindly confirm that a two-way line must be assumed.

Response 198

Vehicles shall be able to perform a two-way movement along the line. The entire line will be a two-way line.

Question 199

In Article 6.2.6 of the Performance Specifications, the tramway vehicle must be equipped with a driver's key identical to the existing key used on the existing tramway vehicles. Kindly provide all technical data and reports on the driver's key for the vehicles in question.

Response 199

They shall be provided to the Contractor during the design phase.

Question 200

In Article 3.14 of the Performance Specifications, the maximum cant is 8.5%, while in the drawings (Appendix 3, Performance Specifications, RFP-241/13) the cant is shown to be 8% for 120m of length.

Kindly clarify.

Response 200

The correct cant value is 8.05%.

Question 201

In Article 16 of the Performance Specifications, reference is made to AM Drawing Office Manual.

Kindly provide the subject Manual.

Response 201

They shall be provided to the Contractor during the design phase.

Question 202

You are kindly requested to provide us with more details pertaining to the procedure for certification and approval by the Government or the Local Authorities, as per article 15.2.2, of the Performance Specification (Which is the responsible entity, what is the required time period and the deadline for this procedure, who is to bear the cost of this procedure?)

Moreover, kindly clarify whether the certification agency shall be selected by the Contractor;

Response 202

AM is responsible for approving the vehicles, while the Contractor shall submit the certificates required.

Question 203

Article 8.1 of the Performance Specification requires the presence of 400V/230V plugs within the vehicle, in order to be used in the depot. Kindly confirm this requirement, given that actually there is power supply in the depot to feed large equipment, and the tramway vehicles are already equipped with 220V plugs in the passenger compartment and the cabin. Furthermore, in this case please make a suggestion as to the type and the energy consumption of the equipment to be fed by these plugs, their type of protection, as well as the accepted type of plug.

Response 203

Article 8.1 of the Specifications makes reference to the existence of 400V plugs, as well as low voltage plugs outside, on either side of the vehicle, for the operation of the vehicle's systems during the maintenance phase.

Question 204

Kindly provide us with the technical data and technical reports of the equipment to be installed on the vehicles, as per Articles 13.2.4, 13.2.5 & 13.2.6 of the Performance Specification.

Response 204

The data available to our Service shall be provided to the Contractor.

Question 205

Article 9 of the Performance Specification reads: “*The traction system shall ensure that in the event of a 50% failure, the vehicle can return to the depot under its own power from any point on the alignment*”.

Kindly confirm that you refer to the case of a double traction failure.

Response 205

The article is valid as is. The Specification stresses that having 50% of the traction, the vehicle can return to the depot from any point on the alignment.

Question 206

Article 6.2 of the Performance Specification RFP-241/13, briefly describes the design of the Driver’s Cab. Keeping in mind the existing standards (STRMTG) and the ergonomics designs, kindly clarify, based on your past experience, what would be for you the primary selection criterion.

Response 206

All requirements of article 6.2 of the Performance Specification are equally important in the design of the driver’s cab and they will be taken into consideration in the evaluation of sub-criterion I (Vehicle Body) of criterion 1.

Question 207

Article 7.2.2 of the Performance Specification refers to the requirement for XENON type headlights. Kindly confirm that newer technologies (e.g. LED type headlights) would be accepted.

Response 207

Confirmed.

Question 208

Further to Article 16.1 of the CC, kindly confirm that the Tramway Operator and/or Attiko Metro shall make available the necessary work area, the offices (including the desks, telephones, broadband lines) and the vehicle spare parts storage areas in the depot.

Response 208

Office and Warehouse areas shall be made available. The telephone related charges shall be borne by the Contractor.

Question 209

Kindly clarify the time period during which, as per article 40 of the CC, you could make additions to the contractual scope.

Response 209

Kindly refer to Response 77.

Question 210

Article 10.5 of the CC reads: “The aforesaid penal clauses are unique and exclusive for the purpose they are imposed, shall be payable in favour of AM if the Contractor – at his own liability – does not comply with the relevant terms stipulated in the Contract and shall be paid by the Contractor himself. In case the Contractor refuses to pay them, then the relevant amount of the penal clauses shall be retained from the pertinent Payment Certificates or from the Good Performance Letter of Guarantee.

They do not exclude / confine further responsibilities on the part of the Contractor deriving from this Contract and the Law.”

As per Article 10.5 the penalty clauses are unique and exclusive, but at the same time they do not confine further responsibilities. We understand that payment of the penalty clauses is the Contractor’s exclusive responsibility in case of delay on the part of the Contractor to fulfill his contractual obligations, or in case the vehicle weight is exceeded. Kindly confirm.

Response 210

According to article 10.5 of the Conditions of Contract (CC), the penal clauses are unique and exclusive for the purpose they are imposed, shall be payable in favour of AM if the Contractor

does not comply with his relevant obligations. However, they do not exclude/mitigate further liabilities on the part of the Contractor deriving from this Contract and the Law.

Question 211

Articles 34.1 and 34.3 of the CC read: *“The contractual price also includes transference to AM of the right to use all Contractor’s and his Sub-Contractors’/Suppliers’ copyrights which are incorporated into this Supply”* and *“The contractual price also includes, at no additional cost further to the payment of the contractual price, the transference to AM, for a period of fifty (50) years, of the right to use any patent product, or utility model or any product of industrial property produced or utilized by the Contractor in the framework of this contract, to the extent, in the manner and with the means that AM deems appropriate in the framework of its statutory purpose, while the present document serves as a written proof of the transference of these Contractor’s rights to AM”*.

Kindly confirm that the Contractor shall not be required to present any information / date other than those contained in the documents explicitly stated in the tender documents, which must be prepared and submitted to the client in connection with the delivery of the vehicles (e.g., the Contractor shall not be obliged to disclose the planning and design principles and his industrial know-how).

Response 211

According to article 34.2, *“AM is entitled to unobstructedly exercise all powers ensuing from the copyrights, in the framework of its statutory purpose, to make them further available for improvement, upgrading, modernization, operation and maintenance of the Vehicles”*.

Question 212

Article 18.2 of the CC reads: *“Should essential and irrevocable reasons exist, so as not to deliver the source code and the thorough documentation of the software in use, but only the items necessary for the smooth operation and maintenance of the vehicles,”*.

Kindly clarify these essential and irrevocable reasons.

Response 212

AM shall examine the reasons for the non-consent of the part of the Contract during the execution of the Contract.

Question 213

Article 18.2 of the CC reads: *“In case the Contractor or the software development company related to the Supply closes down, partially or fully, files a petition for bankruptcy, or is declared in a state of insolvency or is merged and/or bought by another company or fails to respond to AM’s request for the provision of technical support to AM or fails to respond to AM’s request for upgrading the software at AM’s expense, or fails to respond to AM’s request for repairing a fault of the software, then within a 30 - day period, the “Escrow Agreement” company shall release the total of the submitted software to AM and this will become property of AM”*.

Kindly clarify the following points:

- confirm our understanding that a change of the shareholder / merging of the Contractor to another company shall only induce the consequences described in this article, to the extent that such a merger or acquisition came as a result of the fact that the Contractor has filed a petition for bankruptcy, or of the fact that the Contractor has been declared in a state of insolvency,
- confirm our understanding that the Contractor’s failing to respond to AM’s request for the provision of technical support or for upgrading the software at AM’s expense, shall only induce

the consequences described in this article, to the extent that the Contractor's failure constitutes a breach of the Contractor's Contractual responsibilities.

- confirm that the phrase “ this will become property of AM” shall not be construed as a cession on the part of the Contractor of his intellectual property rights on the software, but rather as merely the provision to AM of a non-exclusive and unlicensed permit to use the software and related documentation for the purposes described in Article 18.3.

Response 213

- The consequences referred to in article 18 concern only the software and the source code;
- The consequences deriving from the violation of the Contractor's obligations do not limit themselves to the consequences stipulated in the subject article;
- It is confirmed.

Question 214

Article 18.3 of the CC reads: “The Contractor shall provide AM with non-exclusive and irrevocable licences for the utilization of the software, standards, codes, drawings, etc. to be provided in the framework of this contract, for the operation, maintenance and upgrading of the Vehicles within the boundaries of the Greek State and for fifty (50)-year time period, without the obligation to pay intellectual property rights to the Contractor, the present document serving as a transfer and cession of the above rights”.

Kindly confirm that the phrase “transfer and cession of the above rights” refers to the license mentioned in the same Article.

Response 214

Article 18.3 of the Conditions of Contract refers to non-exclusive and irrevocable licences for the utilization of the software, standards, codes, drawings, etc. to be provided in the framework of this contract, for the operation, maintenance and upgrading of the Vehicles within the boundaries of the Greek State and for fifty (50)-year time period.

Question 215

Article 2.4 The width of the body shall is 2,4m. Is it allowable that some parts of the bogie exceeds the width of the body shell given that the dynamic gauge and the swept envelope will be preserved?

Response 215

No, this is not allowable.

Question 216

Article 2.7 Wheel Profile; Please, give as the value of inner wheel gauge (wheel back-to-back)? What is the allowed wear of the wheel (of the flange)?

Response 216

These values will be determined by the contractor. In the existing vehicles, inner wheel gauge (back-to-back wheels) is 1382mm with +0.5, -1.5 tolerances and the flange width for a new wheel is 24mm, while the minimum allowable width is 18mm.

Question 217

Article 3.3 There is considered reduced adhesion coefficient (grip factor). What value of the grip factor should be used for the simulation according to point 3.3.1?

Response 217

We indicatively state that the grip factor in the existing vehicle/network is 0.16%.

Question 218

Article 3.4.1 What does mean “TS 1.35” and “TS 1.36” in the table line #1?

Response 218

Article 3.4.1, as compiled in Greek, is valid.

Question 219

Article 3.4.1 What does mean “Maximum deceleration” Q Is it maximum average value through the baking interval, through a time interval, or maximum point value?

Response 219

It means the Maximum Point Value.

Question 220

Article 3.4.4 What does “the above required performances” refer to? To paragraph 3.4.3, or paragraphs 3.4.3 and 3.4.2, or 3.4.3 and 3.4.2 and 3.4.1?

Response 220

“The above required performances” refer to paragraphs 3.4.3 and 3.4.2 and 3.4.1.

Question 221

Article 3.6 Are the loads valid for the weight including batteries/supercap?

Response 221

Confirmed.

Question 222

Article 3.13 Is it possible to minimize the power consumption of comfort systems when operation on traction battery (all the time on traction battery or during peak loads only)?

Response 222

No, it is not accepted.

Question 223

Article 5.1 In the Article 5.1 it does not specify the vehicle category according the EN12663 and in the Article 5.9 Crash protection the categories are mixed between two standards. What is the classification of the vehicle according to EN12663 (the operation corresponds to P-V)? and according to EN15227 (the operation corresponds to C-IV)?

Response 223

P-IV is valid for EN12663 and C-IV is valid for EN15227.

Question 224

Article 7.7 Is the wheel flange lubrication required even when utilizing the central pivot rotating bogies?

Response 224

Confirmed.

Question 225

Article 8.2 Does the paragraph concern the board battery (24V) or the traction battery?

Response 225

It concerns the low voltage battery.

Question 226

Article 9.3 Control of traction inverter 32 bit. Is it possible to have 16 bit?

Response 226

Article 9.3 of the Performance Specifications stands as it has been compiled.

Question 227

Article 10 TCMS 32bit. Is it possible to have 16 bit?

Response 227

Confirmed.

Question 228

Article 11.1 “In case of failure of the driver A/C unit, the compartment shall be served by the adjacent a/c unit of the passenger compartment”. Is it sufficient / allowed just to let the driver’s door to the passenger compartment opened or shall the air ducts of the passenger and driver’s compartments be interconnected?

Response 228

The air ducts of driver’s cabin shall be interconnected.

Question 229

Article 11.1 “...including two completely sealed horizontal compressors.” Does “completely sealed compressors” mean hermetic or semihermetic compressors (open compressors not allowed)?

Response 229

Completely sealed compressors are required.

Question 230

Article 11.1 “...including two completely sealed horizontal compressors.” Is it obligatory that the compressors are horizontal?

Response 230

No, it is not mandatory.

Question 231

Article 12.1.1 Control of brake system 32 bit. Is it possible to have 16 bit?

Response 231

Article 12.1.1 of the Performance Specifications stands as it has been compiled.

Question 232

Article 20.4 Trackwork;

What are the tolerances of the track gauge (straight track / curves), gauge enlargement in the curve and tolerances of the superelevation of rails;

What is the slope angle of the superelevation ramp;

What is the superelevation in the curve;

What is the allowed wear of the rails and switches;

Response 232

- Track Gauge tolerance is +2mm/-1mm either in straight or curved track.

- Gauge has no enlargement across curves.

- Superelevation (aka “cant”) tolerance is +5mm/-5mm across straight and circular curved track and +3mm/-3mm across transition curves (i.e. under no constant superelevation).

- Cant ~~ramp~~ *gradient* has a maximum allowable value of 1:300.

- Maximum allowable (that also already exists) of cant value is 150mm.

- Maximum allowable wear in rail is:

lateral (gauge corner): 25mm

vertical (top of rail head): 22mm

cumulative (sum of the above): 35mm

rail’s groove lateral enlargement due to its check rail wear: 16mm.

Question 233

Please confirm that in cases of subsidiary companies under the roof of the same mother company, the tenderer does not need to invoke technical and financial adequacy from all the subsidiaries but only from the mother company.

Response 233

For the purpose of the invocation of third party resources, in all cases, Bidders shall prove the third party commitment to offer to the Bidder the specific resources. The fact that the Bidder invokes the parent company resources does not suffice, since it is in no way presumed that the parent company makes available the resources of its subsidiary company.

Question 234

Invitation

Considering that a Company that covers the requirement 5.1.3 of the invitation of the tender: “They should have been established and operate lawfully in accordance with the Legislation of third countries which have signed the Public procurement Agreement with the World Trade Organization (WTO), which was ratified by Law 2513/97.” wants to participate in this tender by using its mother’s Company financial and technical ability according to article 18 of the invitation of the tender. The mother Company does not cover articles 5.1.1-5.1.3. Please confirm that this status is acceptable by the tender, and that the participation of this legal entity can be accepted by you.

Response 234

The participation of an economic operator or a Consortium/Association of economic operators in the Tender and the offer they will submit shall be examined on the basis of the stipulations of Directive 2004/17/EC, which governs the Tendering process, as well as on the basis of the terms of the Invitation to Tender and its accompanying documents. It is self-evident that the development of any cooperation among the economic operators depends exclusively on them and it is their option.

In view of the aforementioned options and cooperation, required is the strict adherence to all explicit provisions of the Invitation to Tender (article 18) about the invocation of third party resources, that must be specific and be specialised in such a way so that AM can proceed to the evaluation and the assessment of the importance of the relevant resources during the tendering phase and AM can verify - during the execution of the Contract – the commitment of their use, in combination with the provisions of the tender about suppliers and sub-contractors (article 12.3.4 of the Invitation to Tender and article 24 of the Conditions of Contract); moreover, required is the strict adherence to the provisions of the Directive which are binding for the awarding authorities, especially as it concerns any “...*tenders comprising products originating in Third Countries*..” (article 58 of the Directive).

Question 235

16(Invitation)

In the evaluation criteria articles 16.2.1, 16.2.3 and 16.2.7 in the Greek version the minimum score is 60 and in the English text it is 70 when offering exactly as described in the technical description of the tender. Which one is the correct minimum achievable score when the tenderer offers exactly what is required by the technical description?

Response 235

In line with article 21 of the Invitation to Tender, the official language for the conduct of the Tender is Greek and therefore, the Greek version applies.

Question 236

In the evaluation criteria article 16.2.2 in the Greek version the minimum score is 80 and in the English text it is 70 when offering exactly as described in the technical description of the tender. Which one is the correct minimum achievable score when the tenderer offers what is required by the technical description?

Response 236

Kindly refer to Response no. 235.

Question 237

3.14

In the Greek text of the technical Specs is required that the acceleration must be $a > 1,1 \text{ m/sec}^2$ and in the English version that the acceleration must be $a < 1,1 \text{ m/sec}^2$. which one is the actual requirement of the tender?

Response 237

The Greek text prevails and is in effect.

Question 238

The technical description is possible to be provide: a) Only in Greek, b) Only in English, c) it is compulsory to be provided in both Greek and English?

Response 238

Kindly refer to Response no. 17.

Question 239

Concerning that already a track starting from Piraeus port exists, is it possible to transport the vehicles using the railway when the ship will be offloaded?

Response 239

No, it is not possible.

Question 240

1.8 Gauge definitions

Please provide the detail gauge drawings especially the drawing of platform and the tramways. In the tender description the distance of the platform and the threshold is required to be less than 100 mm and in the equivalent drawings it is required to be less than 50mm. which one is correct?

Response 240

Figure 3.1. (chapter 20.3) presents the tramway vehicles' gauge and the platform.

The distance between the platform and the vehicle threshold must be less than 100mm.

Question 241

2.1

All Greek and EU regulations with regards to fire protection, environmental protection and accident prevention must be fully satisfied.

Response 241

Kindly refer to Response 194.

Question 242

2.10 Maximum number of vehicles in case of emergency.

The Contractor shall ensure the electrical interconnection of the signals-out of those mentioned above-that are available in tramway vehicles Series I. ATTIKO METRO S.A. shall provide the relevant drawings.

Please provide the Series I and Series II interface drawing, requirement of coupler height, coupler type and electronic interface drawing.

Response 242

Three (3) drawings are attached hereto.

Question 243

14.1

Please provide the average operation speed of the tram, and the average operation time per day, and average operation days per year.

Response 243

We hereby state as an example that the average speed in line 5 (Voula – Syntagma) is 18.55km/h, in line 4 (SEF - Syntagma) the respective speed is 19.06km/h and in line 3 (Voula – SEF), the respective speed is 22.21km/h. The average operation time per day is 18 hours and 39 minutes, while the average operation days per year is 226 days.

Question 244

10.1.2

Downloading fault information to a laptop computer or to other storage media shall not automatically clear the fault log.

All kinds of storage media has a capacity limitation, please clarify when the storage data has been full, what shall be done next? In usual, the recorder can not automatically clear the fault log, but when it full, the new data shall cover the old data.

Response 244

Yes, the device will start deleting older data to reach the new data.

Question 245

10.1.2

Other than the faults, the vehicle history log shall also be recorded (vehicle status conditions and driver actions from shift start to end).

Please explain the exact meaning of the driver actions in example.

Response 245

Driver actions means, door, braking, traction system, etc. handling.

Question 246

10.5

The rolling stock Contractor shall provide the second terminal unit (described in article 13.11) to the OCC. For the operational connection of the subject terminal unit with the central equipment and software in the OCC (e.g. for the transmission of the v).

1. Please confirm: The first terminal unit is providing for the deport, and the second terminal is providing for the OCC.
2. Please provide the data transmission mode in the OCC.

Response 246

The first terminal unit concerns the Depot (Rolling Stock Shop) and the second one concerns the OCC located in the Depot area. Details shall be provided to the Contractor during the Design phase.

Question 247

10

A message shall appear on the DDU instructing the driver to switch over to the degraded mode. The concept of the degraded mode of operation shall be detailed in the offer and finalized during the design phase.

Whether Special indicator for degraded mode can be satisfied?

Response 247

This is not acceptable.

Question 248

10.2

Vehicle is not able or not safe to perform revenue service. Drive the next station, evacuate passengers and return to Depot. Possible downgraded mode of operation.

Please explain this in detail, and the difference between fault A and B.

Response 248

Fault A: The vehicle transfers passengers up to the next stop, if it is unsafe for the passengers to disembark in intermediate stops.

Fault B: The vehicle can complete its trip up to the next terminal stop.

Question 249

10.3

Distance Travelled Since Event.

Please explain the exact meaning of event, and whether there is some class definitions for such event.

Response 249

The type and category of the events (incidents) are referred to – as a minimum - in paragraph 10.3. The main events (incidents) refer to driver’s handling and failure of the equipment.

Question 250

10.5

Moreover, the equipment shall be capable of informing the Depot (Rolling Stock Workshop) about each subsystem’s software version and in the event a newer version of the OCC data base is available, updating shall be automatic.

Response 250

The OCC is located within the Depot area.

Question 251

Article 14.1.3 of Performance Specifications

Please provide the document of scope i-xiii mentioned in (1)(2)(3)(4), and please clarify the detailed maintainability criterion. Please clarify the 2 years mentioned in (1) refers to 2 year after the tram put into operation or what else?

Response 251

The maintainability criterion is referred to in paragraph 14.1.3.
The two-year period starts upon commissioning.

Question 252

Article 6.2.7 of Performance Specifications
Driver’s vigilance monitoring (dead man)
Please clarify the deadman’s loading mode

Response 252

The dead man’s loading mode is described in Article 6.2.7 of Performance Specifications. More details shall be finalized during the Design phase.

Question 253

Article 20.1.4 of Performance Specifications
Sand refilling system (KLEIN)
Please provide the technical parameters.

Response 253

The content of article 20.1.4 of the Performance Specifications are valid. More details shall be provided to the Contractor.

Question 254

Article 20.1.5 of Performance Specifications
Under floor wheel lathe (HEGENSCHEIDT)
Please provide the technical parameters.

Response 254

One (1) drawing is attached hereto.

Question 255

Article 20.1.7 of Performance Specifications
Paint Booth
Please provide the technical parameters.

Response 255

One (1) drawing is attached hereto.

Question 256

Article 20.1.8 of Performance Specifications
Coupler interface
Please provide the coupler type.

Response 256

Two (2) drawings are attached hereto.

Question 257

Article 20.3 of Performance Specifications
Static and dynamic envelope of vehicles
Please provide the turnout type.

Response 257

One (1) drawing is attached hereto.

Question 258

Starting acceleration and current limitation.

Please clarify the limitation range of the starting acceleration and the current.

Response 258

The maximum acceleration current is mentioned in table 20.2.2.1 paragraph 20.2.2 of the Performance Specifications.

Question 259

8.4 Sanding equipment

Can the interior sanding device be accepted?

Response 259

No, it is not accepted.

Question 260

12.1.1 Brake Control Unit (BCU)

The control system (Brake Control Unit – BCU) shall operate using modern microprocessor technology and process the data using no less than 32-bit computers.

We recommend the hydraulic pressure brake system of Knorr, but Knorr only can provide 16-bit computer. Is it be accepted?

Response 260

Kindly refer to Response 26.

Question 261

20.1.3 Lifting jacks (CESPA)

Fig. 20.1.3.1: CESPA lifting jacks

Please provide clear drawing.

Response 261

The content of article 20.1.3 of the Performance Specifications are valid. More details shall be provided to the Contractor.

Question 262

20.1.5 Under floor wheel lathe (HEGENSCHEIDT)

Fig. 20.1.5.1: 3D-view of the Hegenscheidt U2000 underfloor wheel lathe

Please provide clear drawing, the drawing in Appendix 1 in not so clear.

Response 262

One (1) drawing is attached hereto.

Question 263

1.8.1

There is a difference between the drawings of the Greek and English version (pages 20.183 and 20.179 respectively). Which one is the correct?

Response 263

The drawing in Greek, page 20.183 is valid.

Question 264

Article 1.8.2 of Performance Specifications

1.8.1 Static gauge

1.8.2 Kinematic gauge

1.8.3 Dynamic gauge

1.8.4 Structural gauge

1. Please clarify the Structural gauge of 1.8.4, refers to the construction gauge or equipment gauge.

2. Please provide the clear gauge CAD drawings in Athens.

Response 264

1. In line with article 1.8.4 of the Performance Specifications, the fixed structure or fixed items of equipment concern the infrastructure.
2. The structural envelope is the dynamic envelope increased by 100mm.

Question 265

Article 4.6 of Performance Specifications

The Contractor shall provide two mechanical / electrical adaptors, which will allow a totally failed vehicle to be coupled with the existing service vehicle, and hauled from any position of the network back to the Depot.

Please provide the type of the connector and signal.

Response 265

The relevant data are specified in Paragraph 4.6. Additional information will be provided in the Design phase.

Question 266

Article 5.9 of Performance Specifications

The vehicle's resistance against collisions shall be ensured by means of ... category P-IV.

We recommend change the P-IV to C-IV, as defined in EN 15227.

Response 266

P-IV is valid for EN12663 and C-IV is valid for EN15227.

Question 267

Article 8 of Performance Specifications

Load analysis for the auxiliary electrical system under normal operation and in operation without traction voltage.

Please clarify the emergency loading duration under the operation without traction voltage and within this duration the required door open / close times and lifting and declining times of the pantograph.

Response 267

As a minimum, we hereby stress the following:

1. Ensuring Couplers' Deploying/Coupling – Retracting/Uncoupling twice.
2. The hydraulic break release function must be ensured from the cabin twice.
3. Ensuring pantograph raising and lowering twice.
4. Ensuring doors' opening-closing function twice.
5. Ensuring 1/3 internal lighting for thirty (30) minutes.
6. Ensuring Headlights (dipped) low beam, taillights, pilot lights, brake lights and volume lights, for 2 hours
7. Ensuring TCMS operation.
8. Ensuring other Signals – Communications.

Question 268

Article 9 of Performance Specifications

Traction System interface points

Please clarify the mentioned interface in detail. Is it electrical, mechanical or both?

Response 268

The interface points of the traction system, e.g. braking, anti-slip systems, etc., can be either Mechanical and/or Electrical.

Question 269

Article 10 of Performance Specifications

TCMS

Is the CAN with 250kbps acceptable? This is the only speed that the CAN system exists.

Response 269

The CAN system with 250kbps is not acceptable, since data transfer must be of the order of 1Mbps or even better.

Question 270

There is a discrepancy between the Greek and the English text as regards a person's weight. In the Greek version, the weight is 75kg, while in the English version the subject weight is 70kg. Which is the correct weight?

Response 270

The correct weight is the one referred to in the Greek version, i.e. 75kg.

Question 271

Article 20.1.4 of Performance Specifications

Sand refilling system (KLEIN)

Please provide the technical parameters.

Response 271

Kindly refer to Response 253.

Question 272

Article 7.8.5 of Performance Specifications

In view of providing anti-graffiti protection to all exterior surfaces – not windows – would AM accept the installation of an anti-graffiti layer instead of an anti-graffiti film? This proposed solution is well-proven in operation.

Response 272

Article 7.8.5 of Performance Specifications stands as it has been compiled.

Question 273

Articles 3.9 and 20.3 of Performance Specifications

As regards the horizontal distance of the platform, article 3.9 stipulates that the horizontal distance of the platform from the wheel axis equals to 1300mm. However, in appendix 1, chapter 20.3, figure 20.3.1, the subject distance is 1250mm.

Could you clarify?

Would it be acceptable to install a necessary sliding step in order to achieve the necessary horizontal gaps between the entrance and the platform, if the horizontal distance of the platform from the wheel axis equals to 1300mm?

Response 273

In chapter 3.9 and in drawing 20.3.1 (Greek text) the platform is at a distance of 1300mm from the wheel axis. Figure 20.3.1 of the English version must be replaced by the correct figure included in the Greek text.

The step is not acceptable.

Question 274

Article 9 of Performance Specifications

We are able to offer a vehicle with one inverter per bogey if this is compatible with the down-graded operation conditions. Is this acceptable? In such a case, a simple failure in the inverter shall lead to a 50% loss of grid.

Response 274

No, it is not accepted. We hereby quote from paragraph 9 of the Performance Specifications:

“The vehicle shall be so designed as the minimum remaining traction power following a single traction system failure (to the motor, inverter or respective inverter control unit) shall be 75% of the nominal one. Traction systems at each body shall be uniform and interchangeable”.

Question 275

Article 9.2 of Performance Specifications

We have supplied over 1000 vehicles with HSCBs and fuses. All these vehicles are in operation throughout the world at very high reliability and availability percentages. In order to save space and weight, we hereby propose the following sentence in article 9.2:

“HSCB can be replaced by another appropriate solution, involving fuses and switches”.

Response 275

The Specification stands as is.

Question 276

Article 9.4 of Performance Specifications

As regards tramway vehicles, the appropriate servicing period comes after 8 years of operation. The life time of the engines and gears is longer than the life time of the bearings. The bearings service period ranges usually from 500,000km and 800,000, depending on the annual use. We hereby propose the following modification:

Instead of reading:

“Also is a service distance of 1 Mio. km to guarantee without opening the engine”, it should be read:

“The bearings service intervention must be effected every 500,000 km, as a minimum”.

Response 276

The relevant sentence specified in article 9.4 of the Performance Specifications, namely:

“Also is a service distance of 1 Mio. km to guarantee without opening the engine”

is replaced by the following sentence, namely:

“Also is a service distance of 1 Mio. km to guarantee without opening the engine, with the exception of the bearings, whose service life is either 10 years or 600,000km”.

Question 277

Invitation to Tender, Sample E

All banks we have contacted propose minor modifications to the wording of Sample E before signing it. Is AM willing to accept that Sample E be signed with certain minor modifications that do not alter in any way the general sense of the text?

Response 277

It is not specified which are the minor modifications. Sample E is valid as is.

Question 278

Invitation to Tender, Article 23.8

Could you inform us about the percentage by which this supply is funded by the European Regional Development Fund and the respective percentage by which it is funded by the Regional Business Plan? Could AM issue State Guarantees for this supply?

Response 278

Kindly refer to Response 95. In addition, the issuance of state guarantees does not constitute AM's policy.

Question 279

Invitation to Tender

Would AM accept to use a Letter of Credit as a payment means that will be confirmed by a Spanish or a German Bank?

Response 279

Payments shall be effected by AM, as described in article 10.2.2 of the Conditions of Contract.

Question 280

Article 10.2 of the Conditions of Contract

Would AM accept a means of payment other than those stipulated in the invitation to tender?

Response 280

Kindly refer to Response no. 279.

Question 281

Article 10.2 of the Conditions of Contract

Could you please confirm that the payment upon delivery of the main spare parts, the special tools, the diagnostic testing equipment, the equipment intended for transferring vehicles, the delivery of the Operation and Maintenance Manuals and the training of STASY personnel amounts to 2% and not to 42%?

Response 281

Kindly refer to Response no. 3.

Question 282

Article 7.1, Financial Offer Form

The Financial Offer Form stipulates as follows: *“It is made clear that, if after the day of the conduct of the Tender, new taxes, come into force orshall be to the benefit of the Project Owner and not to the benefit of the Contractor”.*

You understand that the Contractor is responsible for such changes until the offer submission date. Is our understanding correct?

Response 282

Kindly refer to the relevant clarification in Chapter B herein.

Question 283

Deadline for the submission of the Offers

Based on article 7.3 of the Invitation and the response you transmitted on 27 November, all responses to questions shall be transmitted on January 23.

Taking into account that the translation process takes a long time period, as well as the fact that all communications with AM are in the Greek language and also that the content of AM's responses, especially as regards the technical solution proposed by our company and the clarifications concerning the financial offer, are the determinant factors as to whether we shall be able to participate in the tender, we fear that the time period between January 23 and February 10 is very short. In view of the above, AM is requested to consider in this early stage the possibility of extending this period by at least 45 days from the submission deadline.

Response 283

An extension has already been granted via AM's BoD Resolution No. 1244(b)/16.01.2014.

Question 284

Article 12.3.3 of the Invitation to Tender

It is our understanding that in this article the executives are the persons in charge of the design, manufacturing, supply, testing and commissioning and not the executives as members of the board of directors. Is our understanding correct?

Response 284

Article 12.3.3 of the Invitation to Tender concerns executives and persons in charge of the bidder responsible for the specific supply contract.

Question 285

Articles 12.2.2 & 12.2.3 of the Invitation to Tender

Due to the initial shifting of the deadline for the submission of offers on February 10, 2014 and in order to improve competition through the submission of a more attractive to AM financial offer, you are kindly requested to examine the idea of increasing from 3 to 5 years the required time of experience stipulated in these articles.

Response 285

The requirements of articles 12.2.2 and 12.2.3 of the Invitation to Tender derive from the requirements of Community Directive 2004/17/EC and cannot be amended.

Question 286

Article 12.3.2 of the Invitation to Tender

We fail to understand the meaning of article 12.3.2 of the Invitation. Kindly clarify which certificates you refer to and which quality control offices these certificates are obtained from.

Response 286

Kindly refer to Response no. 118.

Question 287

In addition to and in connection with our letter dated 12.12.2013 and our company's request for you to extend the experience to include batteries / ultra capacitors installed on trolley buses and thermal buses, please find attached a technical comparison of the two systems which demonstrates the similarity of the system used in the two vehicles, i.e., in tramway vehicles and trolley/bus vehicles. Our company possesses the most extensive experience on an international level on such energy storage systems, having to exhibit hundreds of successful installations and operation cases throughout the globe; we feel it would be profoundly unfair for us to be excluded from a tender procedure concerning a system which is identical and on which we are the leading company worldwide, simply because out of pure chance we have not yet installed such a system on a tramway vehicle. We deem that this would be to the disadvantage of healthy competition and quality but also to the disadvantage of Attiko Metro, the Athens Tramway and eventually of the passengers. We hope that you fully grasp all technical aspects and that you properly address our just request and that you rationalize the experience required in the framework of the tender, allowing thus our company to also participate in the tender procedure. It would be a paradox to allow the participation of companies who have installed just one such system on tramway vehicles, which may be still running on a trial basis and not to allow our company to participate, a company that has installed the largest number of similar technology systems to other types of vehicles, which have been successfully operating for a number of years.

Response 287

Kindly refer to Response 16.



B. CLARIFICATIONS TO THE TENDER DOCUMENTS

B.1 INVITATION TO TENDER

B.1.1 Article 14.1

The offers shall be typed *or they may be hand-written (legible at the penalty of disqualification)*. It is pointed out that any correction, deletion, reference and, in general, alteration of the text of the Financial Offer Form, or the expression of comments or conditions or terms of this text, shall be considered as reservations concerning the terms of the Tender and shall lead to the rejection of the Financial Offer of the Bidder who expresses them. In case there is a conflict between the price expressed in words and the price expressed in numbers in the Financial Offer Form, the price expressed in words prevails. Moreover, in case of errors in the numerical operation in the Spare Parts and Equipment Price List, the Committee shall correct same and, further on, shall “transfer” the corrected sum up in the Contractor’s Table of Offer.

B.1.2 Article 24

The Contract to be signed, *and the claims deriving from either contracting party due to this Contract or on the occasion of this Contract*, from the date when it is assigned to the Contractor ~~until its completion~~, shall be governed by the terms of the contractual documents, the Greek Legislation, and more precisely by the Civil Code. The Courts of Athens are the only competent authorities.

B.1.3 SAMPLE C

PARTICIPATION LETTER OF GUARANTEE

To
ATTIKO METRO S.A.
191-193 Messogeion Avenue
115 25 Athens, Greece

LETTER OF GUARANTEE No. _____ FOR THE AMOUNT OF 1,325,000.00 EURO

1. We hereby advise that we expressly, irrevocably and unreservedly guarantee, being liable toward you in full and as debtors on behalf of(Bidder’s name) for the amount of **one million three hundred twenty five thousand EURO (1,325,000.00 EURO)** for its participation in the Tender conducted by ATTIKO METRO A.E. for the award of the contract with Reference No. **RFP-241/13** entitled “**SUPPLY OF ROLLING STOCK (SERIES II) FOR THE ATHENS TRAMWAY**”. Our guarantee shall cover the aforementioned Bidder only for his participation in the Tender.
2. We explicitly and unreservedly waive the right to make use of the benefit of division and discussion; the right of bringing against you all and any of the objections of the primary obligor including even those non-personal and especially any other objections as per Articles 852-856, 862-~~864~~ and ~~866~~-869 of the Greek Civil Code; and any rights which may arise from said articles.

B.2 CONDITIONS OF CONTRACT

B.2.1 Article 40.1

In case the scope of the Contract needs to be increased, then AM shall maintain the right to ~~make use of the provisions of Article 40, paragraph 3e of Directive 2004/17/EC and Article 25, paragraph 3e of PD 59 (FEK 63-16/03/07) examine this issue in the framework of the provisions of Directive 2004/17/EC and article 40 therein~~ – Adaptation of the Greek Legislation to the provisions of the aforesaid Directive.

The increase in the Contract scope shall be implemented upon signing a Supplementary Contract with the Contractor.

B.3 FINANCIAL OFFER FORM

B.3.1 Article 7.1

It is made clear that, if after the day of the conduct of the Tender, new taxes, duties, deductions, etc., concerning directly the supply, come into force or if the current ones are increased, the respective amounts shall be borne by the Contractor, or shall be to the benefit of the ~~Project Owner and not to the benefit of the Contractor.~~