



**TITLE OF THE TENDER: “SUPPLY OF ROLLING STOCK (SERIES II)
FOR THE ATHENS TRAMWAY”
RFP-311/167 A.Σ. 38694**

**CLARIFICATIONS
DOCUMENT**

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This Clarifications Document is issued in line with the provisions of paragraph 7.3 of the Invitation to Tender and includes responses to the questions submitted, as well as clarifications to the Tender documents.

The content of the Clarifications Document constitutes an integral part of the Invitation to Tender.

A. RESPONSES TO QUESTIONS

Question 1

PS 1.9

Load Definitions

Please clarify the load of 5000N/sq.m shall be applied at the standing areas only or all floor areas (standing + seated areas).

Response 1

The load 5000N/m² of load category AW4: “exceptional load” applies only for standing passengers areas. In order to determine the standing passenger area, the fixed and any retractable seats are assumed to be occupied.

Question 2

PS 2.4

Low Floor

Clause - Throughout the passenger compartment, no interior steps are allowed, with the exception of the areas above the bogies.

This requirement allows the interior steps at area above the bogies. Please clarify the areas above the bogies mean the whole bogie areas including the corridor where the axles are existed.

Response 2

As per article 2.4 of the Specifications, steps are only allowed in areas of seats located above bogies. It is hereby clarified that steps are not allowed above bogies in the corridor/standing passenger areas.

Question 3

PS 3.3.1

The trams with independently rotating wheels are service proven design and have been used around world.

This type of tram can provide 100% low floor, except for the area above the bogie wheel & traction motors, and low maintenance cost because of using the portal axle.

The traction system with independently rotating wheels has been designed to cut off other traction system automatically in same motor bogie for the safety operation when one traction system is failed.

It results in 50% of the traction power not being available, not 25%.

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For these reasons you are kindly requested to change this requirement of PS 3.3.1 to;

“Should a traction system failure occur, resulting in 50% of the traction power not being available, and with the vehicle in load condition AW3, the vehicle shall continue travelling in low speed with the traction power of other drive bogie, on condition that the line voltage remains higher than the minimum value of 650 V DC.”

Response 3

Paragraph 3.3.1 remains valid as is.

Question 4

PS 5.1

General Design Criteria

We'd like to design the vehicle body based on EN 12663 P-IV standard and will not apply VDV 152 standard for the following reasons.

- EN standard is used worldwide and encompasses the modern and proven rolling stock technology.
- Many items in VDV 152 standard overlap with those in EN standard

Please clarify if this is acceptable.

Response 4

We agree with the use of Standard EN 12663, based on paragraph 2.3 of the Specifications.

Question 5

PS 5.6

Articulation

Clause 1 - The Contractor shall specify the design of the outer and inner covering of the articulations of the vehicles.

Clause 2 - The articulation covering shall be resilient to the prevailing weather conditions, waterproof and dust tight.

We understand that covering means bellows. Please clarify that our understanding is right.

Response 5

We confirm that it refers to the bellows.

Question 6

PS 5.9

Crash Protection

The crashworthiness analysis shall be carried out for the collision scenarios of category C-IV in EN 15227 standard by using the non-linear dynamic FEA method and also the energy absorbing elements shall be validated by test in accordance with the validation program in EN 15227 standard.

Please clarify our understanding is correct.

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Response 6

The vehicle's resistance against collisions shall be in agreement with the stipulations and requirements in Standard EN 15227, category C-IV.

Question 7

PS 5.9

Crash Protection

1. Does the “structure of the car body” mean the main structure excluding the energy absorbing elements (e.g. deformation tube)?
2. Please clarify whether the collision scenario ‘Empty vehicle with a speed up to 15 km/h’ means a front end impact between two identical train units plus the mass of 50 % of seated passengers at 15km/h in EN 15227 standard or a separate collision scenario.
3. Is it possible the “crumple zone” as part of the car body structure? Please clarify definition of crumple zone and the range of crumple zone in vehicle.

Please clarify the upper speed limits for the “speeds above 15 km/h” and is it possible to apply the requirements for survival space specified in EN 15227 as a criterion applicable in the collision condition?

Response 7

1. It is pointed out that the phrase “Car body structure” is not mentioned in the specific paragraph 5.9.
2. Only the collision scenarios mentioned in Standard EN 15227 shall be applicable, with the preconditions concerning the C-IV vehicle category, i.e. collision scenario 1 (15 km/h) and scenario 3 (25 km/h) in table 2.
3. Paragraph 5.9 of the Specifications contains the terms “crumple zone (deformation controlled zone)”. The meaning of this term in the Specifications is the same as the definition of the term “crumple zone” provided in article 3.5 of Standard EN 15227.

As regards the resistance to frontal collision with identical train at speeds above 15 km/h, the Contractor shall submit a design that will indicate the maximum impact speed at which the requirements of paragraphs 6.2, 6.3, 6.4 of Standard EN 15227 are not violated.

Question 8

PS 6.2.4

Cab side windows

The area where the cab side windows are fitted would be curved in order to accommodate the train operation in the curved line. So, it would cause higher noise level in the cab and the ingress of the water into the cab if the cab side windows shall be designed as sliding windows due to the gap between the glasses.

Please allow the fixed cab side windows in order to prevent the ingress of the water and minimize the noise lever in cab, instead of sliding cab side windows.

Response 8

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Paragraph 6.2.4 remains valid as is.

Question 9

PS 10

TCMS

Clause - Data of importance to the driver shall be classified and displayed in the driver's panel.

Does “Driver's panel” mean TCMS screen?

Response 9

The Driver's panel shall be equipped with all facilities and functions stipulated in the respective paragraphs of the Specifications.

Question 10

PS 10

TCMS

As our experiences in other projects, we can provide software platform, however, it is not useful and nobody will actually use provided platform for software diagnosis or future upgrading.

As alternative proposal, we will provide TCMS software modification with free of charge until all fleets delivery completed. But software platform will not be provided.

Please clarify if the alternative proposal is acceptable.

Response 10

Article 10 remains valid as is.

Question 11

PS 10.5

Wireless Communication

Clause - The Contractor shall equip all areas of Elliniko Depot with the appropriate wireless communication hardware and software (communication protocol 802.11n – Wi-Fi) in order to ensure wireless communication between vehicle/Depot; this hardware shall be fully compatible with the respective on-board equipment.

a) Does this clause mean that the contractor shall provide the network device in depot side such as antenna, network devices and other necessities?

b) Please clarify whether Elliniko depot has existing network devices such as switches, optical fibre and antennas for the wireless networks.

Response 11

a) The Contractor shall install all equipment foreseen in paragraph 10.5.

b) The Contractor shall assume that he will implement a complete installation.

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Question 12

Invitation to Tender 24.8

Funding

CC 10.1

Advance Payment

CC 10.2

Interim Payment

1. Please advise total amount of ERDF fund covering this project.
2. If this ERDF is not covering 100% of the Contract, please advise what will be the funding source of such remaining portion.
3. Please advise the advance payment will be used from which funding sources.
4. In the event of delayed payment, it is suggested that the following rights from the Contractor will be allowed and the Contract shall be reinstated to reflect in the Contract as such.
 - (i) the Contractor shall be entitled to receive interest on the amount unpaid during the period of delay, which shall be at the annual rate three percentage points above the discount rate of the central bank in the Greece.
 - (ii) In the event such delay is prolonged more than 30 days, the Contractor is entitled to stop the Works by giving 14 days' notice to the Project Owner, and such delay is prolonged more than 90 days the Contractor is entitled to terminate the contract under the risk of Project Owner for all the losses or damages sustained by the Contractor as a result of such termination.

Response 12

In line with article 24.8 of the Invitation to Tender, the Tramway Rolling Stock Supply is integrated into the Business Plan “ATTICA 2014-2020” of the European Regional Development Fund (ERDF), through the Act “TRAMWAY WESTBOUND EXTENSION TO PIRAEUS – PHASE B”, with Code No: OPS 5003660. The overall budget of the act amounts to Euro 103,046,133.99 (VAT excluded) and shall cover the overall contract price of the subject Rolling Stock Supply Contract, including the advance payment.

In addition, in line with article 10.2.3 of the CC, AM shall pay to the Contractor the amount included in the approved account within thirty (30) working days as of the date when the invoices were received provided that these Invoices are accompanied by the aforementioned required lawful documentation. Bear in mind that if payment is delayed beyond one month, as to AM's deadline mentioned above, not at the Contractor's liability, then the lawful interest for overdue payment is charged.

The percentage of the interest for overdue payment is determined on the basis of Clause 6, sub-paragraph Z.3, Law 4152/13, which governs this contract.

Question 13

CC 8.4

Penalties

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We could not find any limitation (cap) of total delay penalties in this CC and in the referred article 207 of Law 4412/16. Please clarify the limit of penalties and stipulate reasonable limitation in the Contract.

Response 13

In line with paragraph 5, article 206 of Law 4412/16, if the contractual delivery time expires without submitting in time a request for extension, or if the extended time expires without the material having been delivered, then the Supplier shall be declared forfeited. This provision is also included in article 33.1 (item (2)) of the Conditions of Contract.

Question 14

CC 15.2 Acceptance of Rolling Stock – Spare Parts

CC 16.1 Good Performance Warrantee

Clause 1 - Upon the approval of the Final Acceptance Protocol of the entire Contract or any self-standing parts thereof, the Supply related risk shall be transferred to AM,

Clause 2 - The warranty period ~ three (3) years from the final acceptance of the scope or self-standing parts thereof.

Please clarify the meaning of “self-standing parts”. We understand each tramway vehicle is a self-standing parts and the Final Acceptance Certificate will be issued for each Tramway Vehicle.

Response 14

In line with article 15.2.b of the CC, the final acceptance takes place further to the completion of all required tests and the commissioning of the trains. Consequently, it is possible to proceed with the Final Acceptance of each individual train once the requirements foreseen by the Contract are met.

Question 15

CC 32

Taxes, Duties, Contributions, Retention

Please clarify whether AM shall directly pay import VAT during import of the Vehicles and Spare Parts.

Response 15

The VAT for the import of vehicles and spare parts shall be borne by AM. Note that, as per article 32 of the CC, the following stipulations apply with regard to taxes, duties and contributions:

The Contractor shall pay all taxes, contributions, fees and duties of any kind related to the Supply of the Vehicles and the Contractual scope, in general, except VAT to be borne by AM.

Question 16

CC 43.2

Termination

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Please consider deleting this clause. If not please clarify what will be procedure and conditions of compensation as a result of such unilateral termination by the Project Owner.

Response 16

Paragraph 43.2, article 43 of the Conditions of Contract remains as is, since its provisions are regulated by L.4412/16 and Directive 2014/25/EU. In addition, it also clarified that in case of unilateral termination of the Contract, no compensation shall be granted to the Contractor, other than the payment for the works executed up to that time.

Question 17

Financial Offer 7.1

Clause - 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.

From Financial Offer clause 7.1, we understand that an amendment to current tax legislation or a newly adopted tax system could affect the Contractor's initial tax estimates and strategy towards the project.

Meanwhile, since predicting future tax risk over the Contract lifespan is almost impossible for Tenderers, so please consider deleting the clause.

Response 17

See the relevant clarification in Chapter B herein. However, it is stressed that the income tax or any deductions against this tax shall always be borne by the Contractor.

Question 18

Invitation to Tender 6.3

Participation Letter of Guarantee

Please clarify whether the Letter of Guarantee can be issued in English, even though the issuing Bank operates in Greece.

Response 18

In line with paragraph 6.3, article 6 of the Invitation to Tender, “In case the Letter of Guarantee cannot be issued in Greek because the issuing Bank does not operate in Greece, the Letter of Guarantee shall be issued in English, as per Sample A2 of this Invitation”. Consequently, if the issuing Bank operates in Greece, the Letter of Guarantee shall be issued in Greek.

Question 19

CC

Sample A, B, C

Clause - The present guarantee shall remain valid until it is returned to us along with a written statement of yours that we can assume that our Bank is free from any relevant obligation for the provision of security.

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Current wording of validity seems indefinite and not easy to be accepted by banks, so please consider change wording as follows.

The present guarantee shall remain valid until DD/MM/YY.

Response 19

Paragraph 10.5, article 10 of the Conditions of Contract stipulates when the Good Performance/ Advance Payment / Good Operation Letter of Guarantee are released. Given that these Letters of Guarantee are returned upon completion of the respective contractual obligations of the Contractor, they cannot have a specific release date.

Question 20

PS 8.1 Auxiliary Power Supply Equipment (APSE) – Static Inverter

Please clarify the loads to be functioning by 400V AC and low voltage (DC) in the Depot.

For example please kindly inform us whether following concept is correct;

Only AC loads, such as HVAC and outlets for 230V AC, will be possible to operate at connection with 400V AC plugs and only DC loads, such as lighting, charging batteries and etc, will be possible to operate at connection with low voltage (DC) plug in the Depot.

Response 20

All loads of the 400V, 230V AC train, as well as all low voltage DC loads.

Question 21

PS 11.2 Passenger Compartment

The air speed and temperatures in comfort envelope test according to EN 14750-2 had been tested and proven at the completed car for Tramway in Turkey.

In that sense, please clarify whether only the class TL1 test for functionality of HVAC system in EN14750-2 can be applied for this project.

Response 21

All tests foreseen in Standard EN 14750 – 2 shall be conducted.

Question 22

PS 1.3

Scope of Supply and Financial Offer

Clause - 4. Supply of Freon recovery facility, including as a minimum vacuum recovery pump, Freon pressure gauges, Freon leakage detectors, Freon canisters.

Although PS 1.3 4) requires to supply the Freon recovery facility, article D of Table of Spare Parts and Equipment Cost in Financial off does not include the this equipment.

Please clarify whether the Freon recovery facility shall be provided or not.

Response 22

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It is clarified that the supply of Freon recovery facility is included in the scope of the supply and by mistake it was not included in article D of Table of Spare Parts and Equipment Cost in Financial Offer. The revised Financial Offer Form is provided attached hereto.

Question 23

PS 3.1 Passenger Capacity

Please confirm the method of the standing area calculation shall be as per the clause 5 of EN 15663.

Response 23

In the definition of loads, article 1.9 of the Specification (all loads AW1 to AW4), it is foreseen that all fixed and retractable seats, if any, are occupied. Therefore, the retractable seats, if any, are not included in the standing passengers area. For all other matters, article 5 of Standard EN 15663 is applicable. It is stressed that retractable seats are available only at the space for wheelchairs.

Question 24

PS 8.2 Battery

The clause 8.2 does not provide the basis for the calculation of battery capacity. Please present how many minutes the battery shall cover the vehicle loads in the emergency operation, as the operation minutes of battery weigh heavily.

Note: emergency operation means all APSE failed condition.

Response 24

The battery loads are indicated in paragraph 8.0.

The following section of paragraph 8.0:

“For operation without traction voltage we quote in detail the following loads that must be served in total:

- *coupling/ uncoupling of the couplers for two cycles*
- *two cycles of hydraulic brake release from the cabin*
- *raising/ lowering the pantograph two times*
- *two cycles of door opening/ closing*
- *1/3 of installed lighting for 30 minutes*
- *Dipped beam, rear lights, flash indicators, braking lights and position lights for two hours.*
- *TCMS function*
- *Miscellaneous communications systems”.*

is replaced as follows:

“For operation without traction voltage we quote in detail the following loads that must be served in total:

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- *two cycles of hydraulic brake release from the cabin*
- *raising/ lowering the pantograph two times*
- *two cycles of door opening/ closing*
- *Interior lighting: 1/3 of installed lighting fixtures for 30 minutes*
- *Dipped beam, rear lights, flash indicators, braking lights and volume lights for two hours*
- *TCMS function with the interfacing DCU, BCU and other systems for one hour*
- *Miscellaneous communications systems for 1 hour”.*

Question 25

PS 13.5.2

External Video Passenger Information System

Please clarify if the 10mm diameter of LED means the total size of LED package or size of surface emitting light. LED dot matrix indicators generally use 3mm diameter LED, because the smaller LED size can depict more detailed resolution, which show more seemliness text.

Response 25

LEDs 3mm diameter are accepted, as long as the remaining requirements of article 13.5.2 are adhered to.

Question 26

Request for change – Invitation to Tender – Article 16 Technical Offers Evaluation Criteria

In criterion 3.1, you express your high preference for low weight vehicle. As to this issue, we wish to point out that there are two different methods to achieve a low vehicle weight. The first method depends on the optimized calculation of the car frame, while the second method is related to the material of the vehicle – other than steel. For Tramway vehicles, the first method leads to optimum solutions. The second method could be ideal for Metro vehicles, but utilizing aluminum or plastic in tramway vehicles is not recommended. The employment of such materials on the one hand leads to lower weight, but on the other hand the cost for damage repair is much higher compared to the steel. In case repair is needed – a need not seldom in Tramway vehicles, as opposed to Metro vehicles – its cost at your Workshop in Athens would represent a very large portion of the cost for the purchase of the tramway vehicle constructed from aluminum and steel. In order to eliminate this problem, your Service could either define as mandatory the construction of the vehicle from steel, or to substantially reduce the special importance of the respective criterion, or the major disadvantage of the high repair cost inherent to such vehicles could be taken into account by means of some other criterion similar to 8.4.

Response 26

Article 16 of the invitation remains valid as is.

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Question 27

Request for change – Invitation to Tender – Article 16 Technical Offers Evaluation Criteria

Taking into account the principle of equal treatment of each manufacturer, especially in the cases where the vehicle is constructed with materials other than steel, we propose that the ratio of the vehicle length by the overall number of passengers, instead of the vehicle weight is taken into account.

Response 27

Article 16 of the invitation remains valid as is.

Question 28

Request for change – Conditions of Contract - Article 34 OWNERSHIP OF THE SUPPLY – COPYRIGHTS – OWNERSHIP OF INDUSTRIAL PROPERTY

We request the following change in the aforementioned article : 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 thirty (30) 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.

Response 28

Paragraph 34.3 of the CC remains valid as is.

Question 29

Request for change – Conditions of Contract - Article 38 PROHIBITION FOR SUBSTITUTION

We request the following change in the aforementioned article: The Contractor shall not be entitled to be substituted for the entire or a part of the Supply, without the previous written consent of AM, with the exception of assigning the rights springing from the contract to a financial institution (loan guarantee Bank only).

Response 29

Paragraph 38 of the CC remains valid as is.

Question 30

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Please clarify whether the Contractor's obligations also include obtaining Homologation for the specific vehicles and, if yes, how this affects the delivery time.

Response 30

The requirements pertaining to vehicle acceptance are listed in article 15.2.2 of the Specifications.

Question 31

Please clarify that the supporting documentation for the Selection Criteria listed in Article 12 shall be submitted only by the Provisional Contractor and shall not be submitted with the offer.

Response 31

As per article 12 of the Invitation, “The relevant supporting documents shall be submitted by the “provisional Contractor” in the envelope containing the Supporting Documentation for the Award of the tender, on the basis of article 20 herein”, therefore they shall not be submitted with the offer. However, ATTIKO METRO S.A. may ask the bidders at any point during the tender procedure to submit all or some of the supporting documents, if this is required in the framework of the proper conduct of the tender in line with paragraph 5, article 79, Law 4412/16.

Question 32

Paragraph 20.1.5 of the Performance Specifications clarifies that the underfloor wheel lathe is type Heggenscheidt U 2000, but the full specific type is not mentioned anywhere (is it U 2000-150, U 2000-400, other?). Given that, depending on the precise specific type, certain adaptations will be required, which must be taken into account in the offer, please fully specify the required full type of the underfloor wheel lathe Heggenscheidt U 2000.

Response 32

The codification U2000-150 and U2000-400 shown in the above question is not indicated in the manuals of the existing lathe. The precise type is U2000/Machine Num 101.280/2003.

Attached you will find the relevant extract of the manuals and the technical characteristics.

Question 33

In paragraph 15.1.1, Table 11, of the Performance specifications “Impulse tests” are mentioned. Specify precisely which specific “other tests” these impulse tests refer to, as well as the procedure for their conduct.

Response 33

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The following section of paragraph 15.1.1:

“Impulse tests”

is replaced to read:

“Impulse/traction tests”.

This section relates to vehicle coupling tests and it confirms that they adhere to the requirements of paragraph 2.10 of the Specifications.

Question 34

In paragraph 15.1.4 of the Performance specifications concerning the tests listed under class 4, we would like you to specify the particular requirements that must accompany each technical criterion separately.

Response 34

Paragraph 15.1.4

15.1.4 4th category

“The Contractor must ensure and demonstrate the Compatibility of the vehicles with the equipment in the Depot destined to support Emergency Procedure response, such as:

- *Fire Load*
- *Detrainment*
- *Crashworthiness/Structural Strength*
- *Emergency Equipment, Etc.”*

is replaced to read as follows:

15.1.4 4th category

“The Contractor must ensure and demonstrate the Compatibility of the vehicles with the equipment in the Depot destined to support Emergency Procedure response, such as:

Fire load: The Contractor must demonstrate the method to deal with a fire within a vehicle in the Depot. For example, Entering/exiting the vehicle, electrical insulation, suitability of fire fighting materials etc.

Detrainment: Demonstration of vehicle re-railment with the available equipment.

Emergency: Demonstration of vehicle towing/pushing in the Depot by the UNIMOG, by the electric tractor and series TA1 vehicle.

Question 35

Please confirm that, as regards the Erection All Risks Insurance (EAR), the Project Owner and the Operations Company are accepted to be specifically defined with their brand names as “Additional Insured Parties”, as per the aforementioned policies, limited only to the scope of the supply and the services implemented under the Contractor’s liability.

Response 35

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The Project Owner and the Operations Company can be incorporated into the Insurance Policy against the Erection All Risks Insurance (EAR) under their capacity as Insured Parties/Additional Insured Parties, limited only to the scope of the supply and the services implemented under the Contractor's liability.

Question 36

Please confirm that, as regards the Third Party Liability (TPL), the Project Owner and the Operations Company are accepted to be specifically defined with their brand names as “Additional Insured Parties”. Also, please inform us if a contractual relationship exists between the Project Owner and the Operations Company as regards the responsibilities ensuing from the operation of the Tramway vehicles. This will facilitate the insurers to specialize the definition concerning the coverage of the third party that may cause an accident.

Response 36

The Project Owner and the Operations Company can be incorporated into the Third Party Liability (TPL) Insurance Policy under their capacity as Insured Parties/Additional Insured Parties, limited only to the scope of the supply and the services implemented under the Contractor's liability. Moreover, it is clarified that the responsibility for the operation of the vehicles falls upon the Operations Company which currently is the Societe Anonyme styled: STATHERES SYGKOINONIES (STASY S.A.) which belongs to the public sector.

Question 37

As per article 28 of the CC and 21.2 of the Invitation, the Contractor is requested to submit a Certificate issued by the Insurance Company (s) covering the Project instead of the original insurance policies. Assuming that the Contractor submits Insurance Certificates by the Insurance Companies and the draft Insurance Policies instead of the original policies or their copies for each case separately and for each reference to insurance coverage policies, would you consider that the Contractor complies with the contractual requirements?

Response 37

Article 28.2 of the CC stipulates the following:

a) Insurance Policy for Transportation

“The said draft insurance policy must be submitted to AM for review at least two (2) months prior to the first loading. The relevant original insurance policy should be submitted to AM at least one month prior to the first loading”.

b) Insurance Policy AGAINST ALL RISK

“The draft of the above insurance policy (-ies) must be submitted to AM for approval within a two (2) month-period before the arrival of the equipment at AM's premises in Athens. The original insurance policy (-ies) must be submitted to AM at least five (5) working days prior to the first arrival of the equipment, accompanied by the receipt for payment in full”.

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c) Third Party Civil Liability Insurance Policy

“The draft insurance policy for third party civil liability shall be submitted by the Contractor to AM two (2) months prior to the delivery of the first Vehicle to AM. The original Third Party Civil Liability Insurance Policy, which is required for the coverage of the civil liability of the Contractor due to the execution by the said Contractor of works or any other relevant arrangement and within the framework of his remaining contractual obligations, shall be submitted at least within five (5) working days prior to the aforementioned deadline”.

In the same Policy we added the Product Liability / Completed Operations coverage. For this coverage, the standard practice that is followed is to submit – apart from the original copies of the Insurance Policies – a certificate of insurance proving the subject coverage to any interested party.

Question 38

In paragraph 11.1.2 of the Performance specifications, you analyze the procedure for the submission of the European Single Procurement Document (ESPD). In section b’, it is stated that in this document the fields identified by the Awarding Authority and the fields for the date and place of compilation must be filled out. Further, in section c’, it is stated that this document must be printed in .pdf form and in section d’ that it must be digitally signed, even if it is digitally signed in the web page. However, digital signing of an .xml file is technically feasible only if the document is opened in Mac OSX or Linux OS, because the browser in Windows OS does not recognize the specific file.

In the framework of the tender procedure, both documents, i.e. .pdf (digitally signed) and .xml shall be submitted. Can you confirm that only the .pdf file must be digitally signed? Otherwise, we would like you to give clear instructions on how to digitally sign an .xml file similarly to the other instructions you have given in relation to the ESPD. If the ESPD document is submitted in a language other than Greek, must it be accompanied by a Greek translation in .pdf form which will be a separate document other than the digitally signed document?

Response 38

It is confirmed that only the .pdf file is required to be digitally signed. As regards the submission of ESPD document in a language other than Greek, this is not accepted.

Question 39

Paragraph 13.2 of the Invitation details the method of submitting the Technical Offer. Please confirm our following understanding:

The information related to points 13.2.a’, 13.2.b’ and 13.2.c’ are attached separately in .pdf form and are digitally signed. The information related to point 13.2.c’ can be submitted grouped according to points 1-23 of the table entitled “Scope – Requirements”, i.e. to upload 23 zip files, each one containing the required documents in a digitally signed .pdf form.

Response 39

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Information concerning points 13.2.a', 13.2.b' and 13.2.c' must be submitted separately in a .pdf format and be digitally signed. It is confirmed that the info concerning point 13.2.c' can be submitted grouped, as long as each single file contains the required document(s) in .pdf format digitally signed.

Question 40

It is stated in article 16 of the Performance Specifications (PS) that the Contractor shall take into account the general guidelines provided in AM's Drawing Manual as regards the preparation of documents and drawings, and the Contractor shall subsequently submit a drawing describing the codification, numbering and symbols for all E/M equipment. Could you please provide us with AM's Drawing Manual?

Response 40

AM's Drawing Office Manual shall be delivered to the Contractor of the Project.

Question 41

In paragraph 4.1.5 “External cleaning”, it is stated that the vehicles shall be protected by anti-graffiti protection film. Would you also accept a total or partial painting with anti-graffiti paint?

Response 41

The total or partial painting with anti-graffiti paint is accepted. The type of paint proposed by the Contractor shall be reviewed as to its effectiveness, prior to its application, against various graffiti paints.

Question 42

Paragraph 16.2 of CC describes the procedure for the repair of defects and failures that will occur when the vehicles are in service during the warranty period. Please confirm our understanding that the mentioned failures concern failure of equipment itself and not failures due to accidents during the circulation or due to vandalism. Please also confirm that failures due to accidents during circulation or due to vandalism are outside the Contractor's responsibility, even if the Tramway vehicles have been administratively accepted for use before their provisional acceptance.

Response 42

According to the last paragraph of article 15.2 of the CC: “Upon the approval of the Final 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 expiry of the warranted operation...”. In other words, upon approval of the final acceptance protocol, the Contractor is responsible for the failures due to his liability.

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Question 43

Paragraph 10.2.1 of CC – Terms for the payment of 80% of Lump Sum Price 1 of the Financial Offer: is it possible to make a wider spread of the payment of the 80 % percentage before the approval of the Final Acceptance Protocol, taking into account a) the individual important phases of this stage of the contract implementation, b) the detailed Time Schedule of contract implementation (individual, specific phases for the manufacture of the parts of each vehicle and the delivery, successful testing and commissioning of each vehicle in the Tramway Depot and the Athens Tramway lines), c) the disproportion between penalties/fines (paragraph 8.2 of the CC) and the partial delivery times (paragraph 8.2 of the CC).

Response 43

According to article 200 of Law 4412/16, it is not possible to spread the 80% percentage before the approval of the Final Acceptance Protocol.

Question 44

The English text of the draft Letter of Guarantee for Participation in the Tender (sample A1 of the Invitation) contains an extra paragraph not present in the Greek text of this draft Letter of Guarantee. Please confirm that there is no discrimination for the candidates who will utilize the English text and that this paragraph is not valid, given that according to article 22, the language of the tender is Greek.

Response 44

The last paragraph of Sample A2 (Letter of Guarantee for Participation in the Tender in English) is deleted. One way or the other, the content of this paragraph applies for all candidates, because it is explicitly expressed in the third paragraph of article 6.3 of the Invitation.

B. CLARIFICATIONS TO THE TENDER DOCUMENTS

B1. CONDITIONS OF CONTRACT

B.1.1 Article 10.2.3

“...AM shall check the account within **thirty (30) calendar ~~fifteen (15) working~~ days** as of the date of its receipt and, having verified the executed works, it shall then certify them. The works presenting deficiencies, defects or omissions shall not be certified.

If the required certificates / back up documents of the account contain ambiguities, inaccuracies or omissions, then AM shall point them out to the Contractor and instructs the re-compilation and re-submittal the Account. In this case, the prescribed **thirty (30) calendar ~~15-working~~ day** deadline commences from the date when the

CLARIFICATIONS DOCUMENT

Contractor resubmits the Account. Having checked the amount, AM approves it; this account constitutes the certification for the Contractor's payment.

B.2 FINANCIAL OFFER FORM

B.2.1 Article 7.1

It is made clear that, if after the day of the conduct of the Tender, new taxes, fees, deductions, etc., directly related to the supply, come into force or if the current ones are increased or decreased/abolished, 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.~~