



**TITLE OF THE TENDER: “SUPPLY OF ROLLING STOCK (SERIES II)
FOR THE ATHENS TRAMWAY”
RFP-311/17 A.Σ. 38694**

**CLARIFICATIONS
DOCUMENT 2**

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This Clarifications Document No. 2 is issued in line with the provisions of paragraph 7.3 of the Invitation to Tender and includes responses to the new questions submitted after the release of the Clarifications Document 1.

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

A. RESPONSES TO QUESTIONS

Question 1

Performance Specifications 14.1.2

Please confirm our understanding about availability below:

- We understand that only one time per day during service hours will be selected randomly to measure FFi and Fi (service hours 06:00 – 22:00)
- FFi and Fi will be measured for only 30 minutes per day.

Response 1

Measurement shall take place once per day, as specified in article 14.1.2 of the Performance Specification.

Question 2

PS 2.4

Performance Specifications 14.1.2

Please clarify the definition of unavailable for deployment

- What is the criterion (failure condition) that vehicle is unavailable for deployment?
(e.g. Major failure causing service disruption (immobilization, withdrawal, canceling).

Response 2

Vehicles in the Depot

We hold the view that a train located in the depot with any type of failure is not available for revenue service, because no train with a failure can be deployed.

Vehicles in service

A vehicle in revenue service becomes unavailable when the failure that has occurred imposes its withdrawal.

When the empty vehicle is being withdrawn, it is regarded as unavailable.

Failures resulting in vehicle withdrawal

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As a general information, we quote certain failures (not limited to them) due to which a vehicle is withdrawn from revenue service: Failure of the A/C system, propulsion system, braking system, driver vigilance system.

Failures not imposing vehicle withdrawal from revenue service

It is pointed out that vehicles which remain on revenue service, even though they have suffered a failure, are not counted in the unavailable resources. As a non restrictive example we quote some failures which do not affect safety and smooth operation, i.e.:

A) Failure of one (1) door. The vehicle remains in revenue service if it has up to one failed door at each side.

B) Failure of the passenger cabin light

Question 3

PS 14.1.1

Reliability requirements

Table 9

Please clarify difference between ‘Power semiconductor modules’ and ‘Firing modules’.

We understand that ‘Power semiconductor modules’ mean only IGBT. What does ‘Firing modules’ mean?

Response 3

The English equivalent of the term “Μονάδες ημιαγωγών ισχύος» is “Power Semiconductor modules. The English equivalent of the term “Μονάδες Έναυσης (Οδήγησης)” is “Firing Modules” and it refers to the electronic elements that trigger the Power Semiconductor Modules.

Question 4

INVITATION, SAMPLE A1

Sample A1 of the Participation Letter of Guarantee, penultimate paragraph: The Bank undertakes the following obligation:

“We hereby accept to extend the validity period of the guarantee further to the transmission by your Service of the pertinent document, accompanied by the consent of the entity(-ies) in favour of whom/which this guarantee is being issued for the extension of the Offer, in line with article 8.6 of the Invitation, on condition that your pertinent request is submitted to us prior to the expiry of the Letter of Guarantee.”.

However, in case the Offer validity period is extended, the pertinent obligation for the extension of the Participation Letter of Guarantee should be undertaken by the Candidate himself and not by the Bank that has issued the specific Participation Letter of Guarantee, because this limits the Candidate’s options as regards the Bank that will issue the Letter of Guarantee. In case the Candidate receives a written request by AM to extend the guarantee, then the Candidate himself ought to immediately ensure the extension of the guarantee by the Bank and it is not possible for AM to directly issue such an instruction to the Bank of the Candidate. We recommend the deletion of the above specific paragraph from Sample A1.

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Response 4

The subject paragraph of Sample A1 Letter of Guarantee is deleted (see relevant clarification in Chapter B). If required, however, AM may ask the bidder, before the expiry of the offer, to extend the validity period of the offer and of the participation letter of guarantee.

Question 5

Conditions of Contract, paragraph 28.1

“a. The Contractor is obliged, without his responsibilities and obligations being limited, according to the Contract, to insure the Personnel, Machinery, Materials and Third Parties Liability with regard to the entire Project at his own expenses, on the basis of the stipulations of Greek Legislation and the present article”.

If the Contractor's seat is not established in Greece, but in another Member-State of the EU and if the Contractor has insured his personnel in that country in accordance with the terms and the Law of this country with a recognized insurance company against Labor Accidents, are the personnel related terms of paragraph 28.1 met or should the candidate draw an insurance policy for the personnel which will be governed by the Greek Law?

Response 5

In case the Contractor's seat is not situated in Greece but in another member-State of the EU, then the Contractor must adhere to the following preconditions:

- to confirm that he has insured his personnel in the country of his seat, in accordance with the terms and legislations of this country, in main Social Security Funds similar to IKA-ETAM
- to have been insured in a recognized insurance company activated in the country his seat against the Employer's liability for his employees. Specifically, as regards the Employer's liability, our position is that it suffices to submit an insurance certificate explicitly mentioning the extent of the coverage, the liability limits and the geographical boundaries of the coverage which must necessarily include Greece, in order to confirm the coverage of the subject project as well.
- Whenever the Contractor hires Greek personnel or a Greek subcontractor in order to implement a part or the entire work of this Contract, then the Contractor shall:
 - confirm that he has insured the personnel, according to the stipulations of the Greek legislation, in main Social Security Funds similar to IKA-ETAM
 - submit an insurance policy against Employer's liability for this Greek personnel, concluded with a recognized insurance company.

Question 6

Conditions of Contract, paragraph 28.2, Supply Insurance

“a) “...” 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”.

Could you please clarify why the original insurance policy must be submitted to AM and why the submission of the insurance certificate is not sufficient, given that the insurance

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certificate constitutes sufficient proof for the conclusion of an insurance policy and this practice is widely accepted in international commerce?

Recommendation: three (3) days prior to the scheduled transportation of the Tram, the supplier submits the relevant insurance certificate AGAINST ALL RISKS during transportation.

“b) “...” The draft of the above insurance policy (-ies) must be submitted to AM for review 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”.

Could you please clarify why the original insurance policy must be submitted to AM and why the submission of the insurance certificate is not sufficient, given that the insurance certificate constitutes sufficient proof for the conclusion of an insurance policy and this practice is widely accepted in international commerce? Besides, the insurance policy constitutes sufficient proof for the full payment, given that in case the premium is not paid in full, the insurance company does not issue an insurance certificate.

Recommendation: three (3) days prior to the first arrival of the Tram in AM's premises, the supplier submits the relevant insurance certificate AGAINST ALL RISKS during trial operation and until delivery of the Tram and the signing of the Final Acceptance Protocol.

Response 6

We concur that, in certain insurance cases, the insurance certificate is a sufficient proof of insurance coverage. However, given that the certificate simply confirms the existence of an insurance policy without touching upon crucial elements of the insurance coverage, the only way to secure AM's interests is to submit the insurance policy.

Question 7

Conditions of Contract, paragraph 28.2 Supply Insurance – paragraph b), cases b) - e) and paragraph b1).

Given that AM does not acquire the ownership of the Tramway vehicle until the delivery date and that the risks are covered by the manufacturer, please clarify the purpose of the above stipulations. All risks related to the Tramway supply until its delivery (change of ownership) are covered by the Manufacturer. The Manufacturer has secured coverage of the risks related to the Tramway supply by means of his own insurance program, which covers all his projects generally. It is not financially feasible to insure each Project separately. At this stage, AM is not subject to any risk that should be covered by the insurance policy. The risks associated with the payment of the advance are covered by the Bank guarantees.

Response 7

AM is vested with the lawful interest to request the insurance coverage of the vehicles, since these vehicles shall be transported to Greece in the framework of the contract between AM and each Contractor. An eventual damage would give rise to delays in the completion of the Project and would lead to a financial loss by AM.

We accept the valid insurance policy that the Contractor claims to have concluded, on condition that all special terms set forth in this Contract are met with this insurance policy. The Contractor has the option to ask the insurance company with which the insurance policy has been concluded to issue an additional deed, which shall necessarily mention the following are valid:

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- the insurance coverage for this Contract, whose title must be quoted in the additional deed
- the special conditions of this Contract
- the coverages requested by this Contract
- the insured capital (total value of the contractual scope).

Question 8

Conditions of Contract, paragraph 28.2 Supply Insurance – paragraph c3) Civil Liability Insurance

Recommendation: delete 2) paragraph 28.2 c3) Civil Liability Insurance

Reasoning: The terms of AM as regards the demonstration of civil liability insurance are irregular. All risks associated with the general liability are covered within the lawful boundaries. It is not clear what specific risks should be covered in point c3). Different insurance regulations for the Manufacturer would mean a cost increase which must be incorporated in the product price and borne by AM.

The certificate constitutes a sufficient proof for the conclusion of an insurance policy and this practice is widely accepted internationally.

It is not possible to insure AM's personnel and Consultants during a professional trip. According to the Law, the employer is responsible for his employees during their professional trips. The Manufacturer is not responsible for these persons and the vehicles used during the trip. The Manufacturer is only responsible for injuries that may occur in the company's premises or if the property of third parties or AM is damaged in the Manufacturer's premises.

Response 8

The specific terms are a usual practice in Civil Liability Insurance Policies, the relevant coverage has been provided for years by insurance companies in Greece and they apply to insurance policies whereby much smaller companies are covered for smaller contracts. This constitutes an advisable manner to ensure AM's interests.

As regards your remark concerning the professional trips, what we need is a confirmation that AM is considered an Additional Insured Party in the framework of the valid Civil Liability Insurance Policy of the Contractor and of the coverage offered to this contract. Therefore, in case of a professional trip at the manufacturer's country, AM's employees shall be viewed as insured against any damage due to their negligence.

Question 9

Conditions of Contract, paragraph 28.2, c4) Civil Liability Insurance

We refer to the paragraph: “*The subject policy shall provide insurance coverage to AM, its subsidiaries and its related companies, as Additional Insured Parties*”.

Please clarify the purpose of this stipulation, given that it comes to conflict with the requirements of case c3). The Contractor's general liability does not also include AM as additional insured party, including its subsidiaries and its personnel. Any damage inflicted to

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AM by the Contractor is included in the general third party liability insurance coverage, i.e. AM as well.

Response 9

Case c4) does not refer to the General Civil Liability, but to the Product Liability. The validity of the special term related to the Additional Insured Party constitutes a standard practice applied by companies and organizations which purchase products/materials/equipment constructed by third parties. Numerous samples of such special terms are available for quite some time now. Therefore, this is a standard term that secures AM's interests.

Question 10

Conditions of Contract, paragraph 28.3, Mandatory Terms

Please clarify the purpose of the stipulations in paragraphs a) – d) and h).

The Contractor's general liability does not also include AM as additional insured party, including its subsidiaries and its personnel. Any damage inflicted to AM by the Contractor is included in the general third party liability insurance coverage, i.e. AM as well.

The Rolling Stock Manufacturer has established his own insurance program for all activities and the insurance policy is not concluded separately for each Project because this would be economically unviable. The Manufacturer's insurance policies are extensive, any effected changes are minor and it is not necessary to be related to an AM Project. Therefore, it is not possible to translate the insurance policies and their amendments. The certificate constitutes a sufficient proof for the conclusion of an insurance policy and this practice is widely accepted internationally.

Response 10 The specific terms are a usual practice in Civil Liability Insurance Policies, the relevant coverage has been provided for years by insurance companies in Greece and they apply to insurance policies whereby much smaller companies are covered for smaller contracts. This constitutes an advisable manner to ensure AM's interests. The comment pertaining to the Insurance Certificate has been responded earlier.

Question 11

Conditions of Contract, paragraph 28.4, General Insurance Terms

Please clarify the purpose of the stipulations in paragraphs a) – c).

The Rolling Stock Manufacturer has established his own insurance program for all activities and the insurance policy is not concluded separately for each Project because this would be economically unviable. The Manufacturer's insurance policies are extensive, any effected changes are minor and it is not necessary to be related to an AM Project. Therefore, it is not possible to translate the insurance policies and their amendments. The certificate constitutes a sufficient proof for the conclusion of an insurance policy and this practice is widely accepted internationally.

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Response 11

These requirements are standard terms very frequently inserted in Insurance Policies covering much smaller contracts.

Question 12

Conditions of Contract, article 10, Financial Terms (10.1 Advance Payment)

Is the basis for calculating the interest rate (€%) the current yield until the expiry of the deadline for the payment of the 6-month Interest-Bearing Bonds (Greek Treasury Bills) or the pertinent coupon? When this question was formulated, the yield until the expiry of the 6-month interest-bearing bond was equal to 1.441% annually, and the coupon was 0% annually,

Which is the decisive date in determining the aforementioned interest rate (%)? What sources of information will be the basis for defining the interest rate (%)? If the interest rate (%) is defined on the basis of the yield until the expiry of the 6-month interest bearing Greek Bond, the decisive date and the source of information must be defined in order to avoid future disputes as regards the interest rate.

Response 12

The key date for determining the valid interest rate is the date on which the payment certificate is submitted, while the interest rate is obtained from the table titled “Greek State Interest- bearing Bonds”, published in the web page of the Bank of Greece.

Question 13

Conditions of Contract, article 10, Financial Terms (10.1 Advance Payment)

In order to raise any doubt, could you please give a specific example of the calculation of the total amortization of Payment Certificate = A + T.

Response 13

The advance payment is amortized in increments with every Payment Certificate by deducting from the payments to the Contractor until the entire amount is amortized. The Advance Payment amortization shall be calculated in each Payment certificate on the basis of the formula provided in article 10.1 of CC, which also includes the deductions for accrued interest from the non amortized portion of the advance payment. The interest is calculated on the basis of the formula given in 10.1 of CC and it is sufficiently analyzed.

Question 14

Conditions of Contract, article 10, Financial Terms (10.2 Payments – Accounts – Payment Certificates)

Please explain how is payment and invoicing changed on the basis of article 10.2.1 (for vehicles and equipment) on the assumption that the advance payment shall be a) 10%, b) 20%, c) 30%.

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Response 14

Payment and invoicing shall be effected on the basis of the percentages indicated in paragraph 10.2.1 on the lump sum price remaining after deducting the already paid advance payment, which may rise up to 30% of the total LSP.

Question 15

Articles 9-14, 20 of the Invitation

Please confirm that when the Offer is electronically submitted by the candidates, only the following documents shall be submitted according to the “winner-only” principle:

- :
- the Participation Letter of Guarantee (the original is submitted in a printed form, as per article 8.5 of the Invitation)
- The European Single Procurement Document (ESPD)
- The Technical Offer – article 13 of the Invitation:
 - Detailed Table of Contents
 - Legal Statement of Compliance
 - Technical Description
- the electronic sub-envelope “**Financial Offer**” – article 14 of the Invitation.

Response 15

It is confirmed that the electronic sub-envelope “**Participation Supporting Documentation – Technical Offer**” which shall include the required supporting documents listed in article 11 of the Invitation and the electronic sub-envelope “**Financial Offer**” which shall include the documents listed in article 14 of the Invitation.

Question 16

Articles 9, 11, 12, 20 of the Invitation

Please clarify whether the legalizing documents of the Bidder -as per article 20.2, among which is the Bidders BoD Resolution for the appointment of a representative for the signing (digital or otherwise) of all pertinent documents, the ESPD and the other legal statements – are not submitted with the Offer, but rather by the temporary Contractor prior to the contract signing, as specified in article 20, so that the bidding company is legalized only during the stage of award.

Response 16

It is confirmed that the supporting documents mentioned in article 20 of the Invitation constitute awarding documents and shall be submitted by the “Temporary Contractor”.

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Question 17

Article 11.2.1d) of the Invitation

Please clarify which natural entity (-ies) must digitally sign the ESPD on behalf of the bidding companies and if the representative appointed by the Bidder's BoD is among these entities.

Response 17

The ESPD is signed by the natural entity (-ies) who is/are member (s) of the BoD, the Management Team, or the Administrative Body of an economic operator, or who have the power to represent, to make decisions or to audit this operator according to the statutes of the latter, including the stipulations on the protection of personal data (Regulation (EE) 2016/7). The person appointed by the BoD as Representative for the Tender is also included in the list of persons that have to sign the ESPD, since he/she is vested with the power to represent.

Question 18

In article 3.10.10 “Trip comfort” of the PS, reference is made to standard EN 12299. Do you agree with the application of standard ISO 2631-1 (2010) which refers to urban transports?

Response 18

The order of prevalence of the Standards is given in paragraph 2.3 of the Specifications.

Question 19

I. PERFORMANCE SPECIFICATIONS

1) Article 6.1 – 6.1.5

According to article 6.1 *“All materials and components, in particular those in the passenger compartment, should offer a sufficient resistance to the initiation and spreading of fires. Fire resistance of all materials shall be compliant with Standard DIN 5510 class 1 or equivalent standard”*.

Moreover, according to paragraph 6.1.5 relating to passenger seats, yet another Standard is required for fire resistance: *“As a minimum, the seats shall be subject to a static load test, in line with UIC 566 and to a structural stress test and to a fire resistance test on the basis of EN 45545 or equivalent”*.

Please clarify if the two standards DIN 5510 and EN 45545 can be viewed as equivalent.

Response 19

The application of the EN 45545-1-7 series of standards is accepted according to paragraph 2.3 of the Specifications.

Question 20

I. PERFORMANCE SPECIFICATIONS

2) Article 7.3.1

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“The total capacity of passengers should not exceed 20 passengers for one single door lane in AW2 load conditions, in order to avoid crowding in front of the doors and not to impede passenger boarding / detraining. This requirement must be taken into account in the configuration of the seats, so that the length of the free lane configured between the doors does not exceed 2 m”.

Please rephrase, so as to explain what exactly is this specific requirement and specifically what is the meaning of a *“free lane between the doors”*.

Response 20

It is clarified that this requirement applies only to single-leaf and not to double-leaf doors.

Paragraph 7.3.1 is replaced as follows:

“The total capacity of passengers should not exceed 20 passengers in the standees area in front of single-leaf doors in AW2 load conditions, in order to avoid crowding in front of the doors and not to impede passenger boarding / detraining.

The area for standees in front of the single-leaf door refers to a perceivable rectangle of a max. area of 5m^2 ; the side of this rectangle which is vertical to the longitudinal axis of the vehicle is equal to the rectangle's interior width. This rectangle shall be with no seats at all, while the entire single-leaf doorway opening shall form part of one of its sides.

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B. CLARIFICATIONS TO THE TENDER DOCUMENTS

B1. INVITATION TO TENDER

In Samples A1 and A2 of the Invitation to Tender, the following paragraph is deleted, while in Sample A1, the last paragraph is added as follows:

ΥΠΟΔΕΙΓΜΑ Α1

ΕΓΓΥΗΤΙΚΗ ΕΠΙΣΤΟΛΗ ΣΥΜΜΕΤΟΧΗΣ

«Εκδότης (Πλήρης επωνυμία Πιστωτικού Ιδρύματος /
(Ε.Τ.Α.Α.-
Τ.Μ.Ε.Δ.Ε.).....
.....
.....

~~Αποδεχόμαστε να παρατείνουμε την ισχύ της εγγύησης ύστερα από έγγραφο της Υπηρεσίας σας, στο οποίο επισυνάπτεται η συναίνεση του υπέρ ου για την παράταση της προσφοράς, σύμφωνα με το άρθρο 8.6 της Διακήρυξης, με την προϋπόθεση ότι το σχετικό αίτημά σας θα μας υποβληθεί πριν από την ημερομηνία λήξης της.~~

Βεβαιώνουμε υπεύθυνα ότι το ποσό των εγγυητικών επιστολών που έχουν δοθεί, συνυπολογίζοντας και το ποσό της παρούσας, δεν υπερβαίνει το όριο των εγγυήσεων που έχουμε το δικαίωμα να εκδίδουμε.

Η Εγγυητική Επιστολή θα είναι εισπρακτέα και πληρωτέα στην Ελλάδα και οποιαδήποτε διαφορά επ' αυτής θα υπόκειται στην αποκλειστική δικαιοδοσία των αρμόδιων Ελληνικών Δικαστηρίων της Αθήνας κατά το ελληνικό δίκαιο.»

ΥΠΟΔΕΙΓΜΑ Α2 / SAMPLE A2

PARTICIPATION LETTER OF GUARANTEE

«Issued by (Full name of the Credit Institution)

.....

~~We hereby accept to extend the validity period of the guarantee further to the transmission by your Service of the pertinent document, accompanied by the consent of the entity(-ies) in favour of whom/which this guarantee is being issued for the extension of the Offer, in line with article 8.6 of the Invitation, on condition that your pertinent request is submitted to us prior to the expiry of the Letter of Guarantee.~~

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We hereby certify that the amount of the Letters of Guarantee already provided, including also the amount of the present guarantee, does not exceed the threshold of the Letters of Guarantee that we have the right to issue.

The Letter of Guarantee shall be collectable and payable in Greece. Any dispute to be raised concerning this Letter of Guarantee shall be subject to the exclusive jurisdiction of the competent Courts in Athens, Greece and the Greek legislation.».