



ATTIKO METPO A.E.

“International Tender based on the Open Procedure for the Conclusion of a PPP Contract concerning the Operation and Maintenance of Thessaloniki Metro Network”

RFP-427/22, A.Σ.: 164503

CLARIFICATIONS DOCUMENT



ΑΤΤΙΚΟ ΜΕΤΡΟ Α.Ε.

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CHAPTER A RESPONSES TO QUESTIONS

CHAPTER B CLARIFICATIONS TO THE TENDER DOCUMENTS

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This Clarifications Document is issued in line with the provisions of paragraph 2.1.4 of the Invitation to Tender and includes responses to the questions submitted within the prescribed deadline and electronically through the Web Portal www.promitheus.gov.gr of ESIDIS; some of the responses are integrated into the contract documents (Chapter B), in view of avoiding any ambiguities.

The Clarifications Document complements the Contract conclusion Documents, it is integrated therein and constitutes an integral part of the Invitation to Tender.

A. RESPONSES TO QUESTIONS

Question 1

Required Experience

We hereby request that article 2.2.81 be modified and that Bidders be allowed to utilize reliance on the capacities of a parent/affiliated company of the same Group, if a basic shareholder relationship (over 51%) - either directly or indirectly - is proven, in relation to the experience in both operation and maintenance of metro networks.

Response 1

The modification you request concerns an essential term of the Invitation to Tender and, thus, it cannot be effected after the publication of the subject Invitation.

Question 2

Offers evaluation criteria

Due to the nature of the offer, for a project relating to the operation and maintenance of the first driverless Metro system in Greece, we hereby request that the technical offer too be evaluated and scored and not only evaluated on the basis of the pass/fail criterion. Criteria, such as safety, training, transfer of know-how, technical support, experience in operation, maintenance and passengers' care, should all be seriously taken into account during the overall evaluation of the offer. Offers should not be evaluated only based on the lowest price criterion.

Response 2

The modification you request concerns an essential term of the Invitation to Tender and, thus, it cannot be effected after the publication of the subject Invitation.

Question 3

Data room

The procedure foreseen for the overview of the information data (article 2.1.5.2 of the Invitation to Tender), which calls for physical presence for a restricted period of time, does not contribute to the preparation of the offer. You are kindly requested to provide a virtual data room including the documentation in electronic form along with all information and data relating to the detailed technical description of the systems and the maintenance plans of the manufacturers for every system.

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Response 3

Due to the volume of the data, it was not possible to create a “virtual data room”; thus, the information data were delivered to the interested parties in electronic format and are still available.

Question 4

Maintenance contracts

We understand that, for the first three years, the maintenance of the rolling stock and systems has been awarded to the suppliers, as stipulated in article 5.1.4 of the Technical Description and Specifications. Given that these activities fall under the scope of the Contract, we understand that such maintenance contracts will be managed by the Contractor with the contractors responsible for Works, Rolling Stock and Systems. We hereby kindly request that all technical, financial and contractual information, in relation to the maintenance of the rolling stock and fixed equipment awarded to the suppliers for the first three years of operation, be provided. In addition, we would like to take delivery of all terms and conditions of the guarantees, pertaining to rolling stock and systems.

Response 4

The financial and contractual information of the Former Contractors and the relevant terms and conditions with any suppliers of theirs, as concerns the corrective maintenance of the rolling stock and the items of fixed of equipment, are not available to ATTIKO METRO S.A. The complete technical data concerning maintenance (detailed final designs, “as – built” drawings, operation and maintenance manuals) shall be provided to the Contractor upon signing the Delivery – Acceptance Protocol and upon delivery – acceptance of the Project Log, as foreseen in Article 16.3 of the Partnership Contract. However, the data, which are necessary for the provision of the Contractor’s services prior to the delivery-acceptance of the Project Log, shall be made available to the Contractor upon the Contract signing.

The warranty period, during which the Former Contractors are exclusively responsible for the Project and are under the obligation to conduct its corrective maintenance activities at their own expense, is determined to three (3) years as of their certified completion for the works contracts, subject to the timely submission of the Final Measurement, and their final acceptance for the procurement contracts, in implementation of the applicable terms and conditions of the relevant contracts; as far as the preventive maintenance of the Project is concerned, applicable is Article 5.1.4 of the Technical Description and Specifications, During the aforesaid time period, the Former Contractors are under the obligation to execute all works pertaining to repairs, corrections, reconstruction, restoration of deficiencies or other defects that may emerge in the Project and are not due to the Contractor’s fault.

Question 5

Consumption and cost of electric power

The consumption and cost of electric power constitute sensitive issues due to the current energy crisis in Europe and any commitment on the part of the contractor as regards consumption and cost at a reasonable price throughout the duration of the contract is rather complicated.

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We hereby request to take delivery of the designs related to the consumption of electric power in trains, stations and in the maintenance area, along with the details of the parameters used and the calculations per item. We wish that the Contract provides for a risk allocation mechanism or a re-checking mechanism for this specific kind of electric power.

Response 5

The required data for calculating power supply consumption for trains, stations and the maintenance area have been made available to the interested parties in electronic format.

The electric power related cost shall be borne by the Contractor, on the basis of the provisions in term “Cost Borne by the Contractor” of the unit entitled Definitions – Interpretation of the Contract Terms and of article 21 of the Partnership Contract.

Question 6

Replacement of assets

In accordance with paragraph 5.13 of the Technical Description and Specifications, the replacement of many assets is required within a ten (10)-year period: AFC, CCTV, PA, communication systems, etc. In the PPP Contract no such reference is made. Which are the terms and conditions for such requirements?

Response 6

The requirements of Articles 2.8.9 and 5.13 of the Technical Description and Specifications are in effect.

Question 7

Good Performance Letter of Guarantee

In accordance with paragraph 43.7 of the PPP Contract, the Good Performance Letter of Guarantee shall be renewed throughout the validity period of the Contract in case of payment in total or in part thereof, with no limitation. We hereby request that the subject renewal be not foreseen.

Response 7

There is no reason to revise the basic terms of the Tender. Paragraph 43.7 of the Partnership Contract remains as is.

Question 8

Payment Terms

We hereby request:

- Payments during the Preparatory Period and not only compensation in case of delays.
- Price adjustment of the Operation and Maintenance Cost, taking into account the Labor, electric power and industry indicators and not only the Consumer Price Index.

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- Limit for performance and quality penalties up to the total cost and incentive to achieve targets through performance and quality bonuses.

Response 8

There is no reason to revise the basic terms of the Tender.

Question 9

Based on the wording of article 2.1.4 of the Invitation to Tender, it seems that ATTIKO METRO S.A. will respond to all requests for clarifications that it will receive during the tendering process through the publication of a single “Clarifications Document” until 11/11/2022.

We hereby request ATTIKO METRO S.A. to confirm that, for reasons of facilitating immediate understanding of the tender documents by the competitors and for giving the option to evaluate in full the terms of the tender, ATTIKO METRO S.A. shall publish:

- The responses to the questions that had been submitted from time to time, as well as through the issuance of several clarification documents prior to the deadline of 11/11/2022;
- The complete document, summarizing all questions and clarifications provided through the tendering process, until the aforesaid deadline.

Response 9

ATTIKO METRO S.A. will respond to the questions raised by the interested parties within the deadline provided for in the Invitation to Tender.

Question 10

For facilitating the foreign firms to comprehend the tender documents, we hereby request that the option be given to competitors to submit requests for the provision of clarifications in English as well. We also request ATTIKO METRO S.A. to publish the clarifications in Greek accompanied by their translation in English, as the case was with the tender documents.

Response 10

Foreign interested parties may submit requests for the provision of clarifications, in addition to Greek, in English as well. ATTIKO METRO S.A. shall issue a Clarifications Document in Greek accompanied by its translation into English.

Question 11

The second paragraph of article 2.2.6.1 of the Invitation to Tender stipulates that in case the experience of the bidder in the operation of one or more automated metro lines, in accordance with the technical characteristics referred to in the first paragraph and during the time period examined therein, “derives from the Bidder’s participation in previous Association of Persons or of Economic Operators, the subject participation must be at least 50%”.

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We would request ATTIKO METRO S.A. to confirm that, by virtue of this provision, bidders will have the option to prove that they possess the technical and professional competence referred to in article 2.2.6.1 of the Invitation to Tender, by indicating, in the framework of the European Single Procurement Document (ESPD), the experience acquired by a company in which the candidate possesses at least 50% of the shares, without this constituting a case for invoking the capacity of another entity, in line with article 2.2.8.1 of the Invitation to Tender.

Response 11

The provisions of paragraphs 2.2.6.1 and 2.2.8.1 of the Invitation to Tender are clear and are valid as they stand.

Question 12

Please specify which administrative permits are required according to Greek law for the operation of a metro service. Is the appointment of a transport manager or other persons with specific qualifications required under Greek law and, in the affirmative, are qualifications gained in another EU Member State to be acknowledged?

Response 12

As concerns the permits, Article 2.8.1 of the Technical Description and Specifications and Articles 4.4.10 and 12 of the Partnership Contract are applicable.

In the framework of the Operation Plan, submitted shall be the Organization Scheme of the Contractor that will be approved by ATTIKO METRO S.A. The requirements for the Key Positions are described in Annex D of the Technical Description and Specifications. The experience is not confined to the experience of a member – state of the European Union.

Question 13

Please specify by name the “Former Contractors” mentioned in the Contract Documents, their legal relationship and mode of interconnection with the Contractor (e.g. at train delivery).

Response 13

The term “Former Contractors” is determined in the unit entitled Definitions – Interpretation of the Contract Terms of the Partnership Contract; the former contractors are those indicated in article 1.4 of the document entitled “Technical Description and Specifications”. A legal relationship exists only between ATTIKO METRO S.A. and the Former Contractors, in accordance with article 5.1.8 of the Partnership Contract. The cooperation between the Contractor and the Former Contractors shall be effected via ATTIKO METRO S.A. and in line with the requirements of article 6.3.2 of the Partnership Contract.

Question 14

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Please make available to all the competitors the relevant contracts entered into between ATTIKO METRO S.A. and the Formers Contractors for the construction of the metro network. We kindly ask to receive at least:

- Contract(s) for the construction of the infrastructure and the stations;
- Contract for the procurement of rolling stock;
- Contract for procurement, installation and eventually testing of tracks and signaling system.

Response 14

The aforesaid contracts shall be made available to the Contractor upon signing the Delivery – Acceptance Protocol and upon the delivery – acceptance of the Project Log, as foreseen in article 16.3 of the Partnership Contract. However, the data, which are necessary for the provision of the Contractor’s services prior to the delivery-acceptance of the Project Log, shall be made available to the Contractor upon the Contract signing.

Question 15

Please clarify the stage of completion of the Base Project and of the administrative acceptance procedure described in article 6.2.1.1. of the draft Partnership Contract. Please release relevant documentation to interested parties.

Response 15

As concerns the progress of Civil Works, these are at the architectural finishes stage, with the exception of Venizelou Station. Works in most stations are at the E/M and Railway Systems installation and testing stages. Especially, as regards the eastern section of the project, in the OCC and Pylea Depot, intensive testing of the E/M systems is being carried out. Moreover, trains are under the testing process in the same section.

The current contractual deadline for the completion of the Base Project is December 30th 2023. After the completion of the Base Project, the administrative acceptance will follow. The relevant documentation will be handed over to the Contractor upon the contract signing.

Question 16

Please specify whether the administrative acceptance for use according to article 6.2.1.1.A of the draft Partnership Contract is part of Preparatory Period A or an obligation of Preparatory Period B.

Response 16

Paragraph 6.2.A of the Partnership Contract, which includes this specific article, concerns the obligations of Preparatory Period B’ in relation to the Extension, while paragraph 6.2 of the Partnership Contract concerns the obligations of Preparatory Period A’ in relation to the Base Project.

Question 17



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Please clarify whether the time limits provided in article 6.3.3 of the draft Partnership Contract are legally binding (exclusive) or are meant as guidance. Please specify the consequences of an eventual failure to meet them.

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Response 17

The deadlines provided for in article 6.3.3 of the Partnership Contract are not exclusive; however, if exceeded, they may affect the commencement of the Revenue Service Period with the consequences stipulated in article 6 and, in particular, in paragraphs 6.2.5 and 6.2.5.A for the commencement of Revenue Service Period A' and the commencement of Revenue Service Period B', respectively.

Question 18

Please clarify: (a) whether the time limits in Table A of article 6.3.3. are subject to prolongation or suspension or interruption by Attiko Metro, depending upon the progress of the completion of the metro network, and (b) which tasks exactly are to be carried out within the time limit of hundred-twenty (120) days according to line 6 of the aforementioned Table.

Response 18

(a) The deadlines in Table A of article 6.3.3 of the Partnership Contract are indicative and can be extended depending on the progress of works for the completion of the Metro network.

(b) The works described in line 6 of Table A of term 6.3.3 and the deadline for their implementation, are analyzed and specified in paragraphs 4.6.1, 4.6.2 and 4.6.3 of the document entitled “Technical Description and Specifications”.

Question 19

Please clarify the meaning of article 30.2 of the draft Partnership Contract, especially as to the content of the eventual contract audit by a third-party independent auditor.

Response 19

The subject article refers to the eventual assignment of any of the audit tasks to a third independent auditor, throughout the validity of the Contract; the subject tasks involve monitoring, checking and certification of the partial stages/procedures for the execution of the Contract terms.

Question 20

Please clarify the term “Contractor’s Fixed Assets” mentioned in article 36 of the draft Partnership Contract.

Response 20

The term “Contractor’s Fixed Assets” is specified in the unit entitled Definitions – Interpretation of the Contract Terms of the Partnership Contract.

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Question 21

Please clarify whether the sample good performance letter of guarantee in Annex II of the Invitation to Tender is comprehensive, in accordance with the provisions of law 4412/2016 and fully binding, given that it does not specify, even by reference to the terms to the contract documents, the conditions under which the guarantee may be forfeited.

Response 21

The sample good performance letter of guarantee in Annex II of the Invitation to Tender is comprehensive, in accordance with paragraph 12, article 302 of Law 4412/16. The conditions under which the guarantee can be forfeited are not required to be mentioned in the good performance letter of guarantee, in accordance with the same article.

Question 22

Given that law 4412/2016 clearly distinguishes between penalty clauses and the forfeit of the good performance letter of guarantee, please clarify: (a) the meaning of art. 34.1. of the draft Partnership Contract, (b) whether the good performance letter of guarantee shall be forfeited in its entirety regardless of the amount of damage suffered by Attiko Metro, and (c) whether the general principle of preservation of the contract equilibrium, established under public contracts law, shall be applicable in the event of application of said clause.

Response 22

In line with article 17, Law 3389/2005 (FEK A' 232) “Public Private Partnerships”: “The Partnership Contracts, as well as the Ancillary Agreements, include the terms and regulations defined by the Public Entity in the relevant Contract Notice during the Awarding Procedure and constitute the only contractual framework that binds the Public and Private Entities involved. The terms of the Partnership Contract and, in addition, the Civil Code shall apply to the Partnerships that have been subject to the regime of this Law”. Therefore, in the light of the above provisions, term 34.1 of the Partnership Contract, which clearly refers to the effects of termination of the Partnership Contract due to Cases of the Contractor’s Liability.

Question 23

Please specify the cases in which the good performance letter of guarantee shall be forfeit, given that the contract documents do not seem to be clear on such cases, in contrast to provisions of art. 72 paragraph 4 of law 4412/2016.

Response 23

According to paragraph 4, article 72 of Law 4412/16, the relevant cases in which the good performance letter of guarantee will be forfeited are not included, since it is stated that “The good performance letter of guarantee shall be forfeited in favor of the awarding authority in case the terms stipulated in the contract have been violated by the Contractor”. The cases in which the good performance letter of guarantee shall be forfeited are mentioned in the Partnership Contract.

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Question 24

Please clarify whether the term “Change in Legislation” that appears in the draft Partnership Contract includes: (a) Regulations and Directives of the EU that have not been transposed into Greek law, (b) proposals by the European Commission, subject to publication in the Official Journal of the EU, and (c) any permits required for the fulfillment of the contract. Otherwise, please clarify whether the list provided in the definition of said term is exclusive or indicative.

Response 24

The meaning of term “Change in Legislation” is determined in the “Definitions – Interpretation of the Contract Terms” of the Partnership Contract.

Question 25

Please clarify: (a) whether the time point mentioned in the definition of the term “Change in Legislation” applies to all changes of legislation referred to in the contract documents, (b) whether the specific determination of the crucial time point of “Change in Legislation” provides adequate certainty, with regard to the general principles EU public procurement law and Greek administrative law, given that the point in time generally taken into account for determining applicable law is the date of publication of the Invitation to Tender; and (c) whether an eventual change in legislation, as defined in the draft Partnership Contract, which entails a special provision as to the time of the change entering into force, supersedes said provision of the draft Partnership Contract.

Response 25

Given that on the basis of the provisions of article 7 Law 3389/2005, the award of the Partnership Contract is governed by the provisions of articles 9 to 16 of the aforesaid Law (3389/2005), while its execution is governed by its terms and the Civil Code, the term “Change in Legislation”, as defined in the Partnership Contract, shall be understood and shall apply in the light of the aforementioned provisions.

Question 26

Please confirm that art. 132 of law 4412/2016 and articles 200, 288 and 388 of the Greek Civil Code, which express general principles of public procurement law, are applicable in the course of execution of the contract when construing and applying art. 8.2 of the draft Partnership Contract with regard to Costs Borne by the Contractor, especially rises in energy costs, as indicated by art. 2.1. of the draft Contract.

Response 26

See Response #22.

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Question 27

Please clarify whether the Contractor’s liability to Attiko Metro for “Entities Related to the Contractor”, according to the relevant provision of page 25 of the draft Partnership Contract, also includes damages caused by citizens interacting with the Contractor, as follows from case (d) of the definition of “Entities Related to the Contractor”, or the inclusion of such persons is a mere oversight.

Response 27

The entities related to the Contractor are indicated in the respective term “Entities Related to the Contractor” of the Partnership Contract. The term “Liability for Related Entities” indicates who is liable for these entities. Therefore, since the citizens interacting with the Contractor belong to the entities related to the Contractor, the Contractor is responsible for them.

Question 28

Please clarify whether the notion of “Case of Force Majeure” entails the consequences of the Covid-19 pandemic that meet the definition given in the draft Partnership Contract, according to the relevant guidelines by the Independent Authority for Public Contracts (ΕΑΑΔΗΣΥ).

Response 28

The term “Case of Force Majeure”, as defined in the Partnership Contract, shall be in effect and shall apply in the light of the clarifications given above in Response #22.

Question 29

Please clarify (a) the correlation of the notions of “Case of Force Majeure” and “Case of Exemption” in the draft Partnership Contract, and (b) whether the provision in subsection (f) of the definition of “Case of Force Majeure”, which seems to demand that the Case of Exemption lasts for more than 120 days, is compatible with relevant national and European Union jurisprudence.

Response 29

The correlation between the terms “Case of Force Majeure” and “Case of Exemption” clearly derives from their definitions.

The provisions of the Partnership Contract are absolutely compatible with the applicable legislation, taking also into account the clarifications provided through Reponse #22.

Question 30

Please clarify whether, according to the Contract Documents and especially the draft Partnership Contract, a breach by a Former Contractor during the execution of his/her contract and his/her ensuing liability may fall upon the Contractor, even if the latter correctly fulfills his/her own contractual obligations.

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Response 30

ATTIKO METRO S.A. is responsible before the Contractor for any damage due to failures of Former Contractors as regards the design or construction of the Thessaloniki Metro system, under the conditions stipulated in paragraph 8.4 of the Partnership Contract.

Question 31

Please clarify the notion of “Indirect Loss” in the draft Partnership Contract, especially as to whether indirect, circumstantial, unintentional or unforeseeable loss of profit is excluded. In the same context, please clarify the interrelation between “Indirect Loss” and “losses” in the course of application of the terms of the draft Partnership Contract.

Response 31

In the light of the clarifications provided above through Response #22, it is hereby clarified that the definitions of the subject terms, as these are clearly depicted in the Partnership Contract, are in effect. The term “Loss” has the meaning given to it in the pertinent definition, while the term “Indirect Loss”, as determined in the Partnership Contract, depicts what is not covered by the term “Direct Loss”, and, thus, what is and is not compensated, as the case may be, under the terms of the Partnership Contract.

Question 32

Please specify the interest rate of the retroactively due Monthly Availability Payments mentioned in art. 6.2.5. (II) of the draft Partnership Contract.

Response 32

The statutory interest, as valid each time, shall be calculated.

Question 33

Please clarify that the right to terminate the Contract, according to art. 6.2.5. (I) of the draft Partnership Contract may be activated only in case that the delay is due to the Contractor’s fault.

Response 33

Paragraph 6.2.5(I) of the Partnership Contract refers to the case in which the commencement of Revenue Service Period A’ on the Scheduled Commercial Revenue Services Availability Date-Period A’ is not feasible due to the non (timely) fulfilment of any Preparatory Period A’ Obligation of the Contractor or due to non-implementation of the procedures stipulated in paragraphs 6.2.2 and 6.2.3 for any reason whatsoever due to the Contractor’s Liability.

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Question 34

Please clarify whether the reference to Attiko Metro in art. 6.2.6. (I) includes all entities mentioned in art. 6.2.5. (II) of the draft Partnership Contract.

Response 34

Affirmative. It includes all entities.

Question 35

Please clarify in which cases of payments according to art. 6.2.5 and 6.2.6 of the draft Partnership Contract is interest payable and in which not. Please elaborate on the reasons for this differentiation.

Response 35

As it clearly results from the provisions of terms 6.2.5 and 6.2.6, the Monthly Availability Payments, acknowledged as retroactively due, shall be owed to the Contractor with interest, i.e. on condition there are grounds for acknowledging Monthly Availability Payments due to the Contractor and to the extent that the Monthly Availability Payments - either in total or in part - are due before the time of acknowledging this amount due (and, in any case, these amounts shall be due with interest, until the time they are acknowledged as amounts due) under the circumstances described in the provisions of terms 6.2.5(II) cases (a) and (b), and 6.2.6(I) cases (a) and (b) and on condition there are grounds for the implementation of these provisions, in accordance with the terms of the Partnership Contract. The above shall be applicable to terms 6.2.5.A(II) and 6.2.6.A(I), on condition there are grounds for their implementation, in accordance with the terms of the Partnership Contract.

Question 36

Please clarify whether Attiko Metro has the right to terminate the contract according to art. 6.2.7 of the draft Partnership Contract because of delays by the Former Contractors or other reasons that lie within the sphere of control of Attiko Metro.

Response 36

Article 6.2.7 of the Partnership Contract entitles ATTIKO METRO S.A., in the event that the results of paragraph 6.2.6.(I) exist and remain in effect for a time period more than eight (8) months as of the Scheduled Commercial Revenue Services Availability Date – Period A', to terminate the Partnership Contract, in line with the terms of the respective article.

Question 37

Please clarify the compensation granted to the Contractor in case of delays or other breaches of contract by a Former Contractor in art. 6.2.1.1.A of the draft Partnership Contract.

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Response 37

Kindly refer to the provisions of terms 6.2.6.A(III) and 6.2.5.A(II), as applicable on a per case basis.

Question 38

Please specify the rights of the Contractor in case of a partial administrative acceptance of trains described in art. 6.2.1.1.A of the draft Partnership Contract, which, due to obvious oversight, have been omitted in the contract documents.

Response 38

The term 6.2.1.1.A is complete and clear: “...It is stressed that, as regards the Extension Contract concerning the procurement of a total of fifteen (15) trains, out of which six (6) trains are intended for the Base Project related needs and nine (9) trains for the Extension related needs, AM shall conduct partial administrative acceptances for use for the trains completed and accepted, in line of the relevant Extension Contract, for them to be immediately – upon their acceptance – integrated into the operating project, without, however, the administrative acceptance for use of all new trains being a prerequisite for the completion of Preparatory Period B’ and, thus, a precondition for the commencement of the Commercial Revenue Service B”.

See also paragraph 4.1.5 of the document entitled “Technical Description and Specifications”.

Question 39

Please clarify the conditionality according to art. 6.2.8.A, subject to which the results of art. 6.2.5A and 6.2.6A of the draft Partnership Contract come to bear.

Response 39

The terms 6.2.5.A and 6.2.6.A are clear as regards the terms under which there are grounds for their implementation. The term 6.2.8.A clearly foresees what is applicable if the reason that resulted in the effects of paragraphs 6.2.5.A or 6.2.6.A, as the case may be, ceases to exist (and, thus, due to which the commencement of the Commercial Revenue Period B’ on the Scheduled Commercial Revenue Services Availability Date – Period B’ could not be achieved). Therefore, the term 6.2.8.A is integrated into the framework of the terms for the commencement of the Commercial Revenue Period B’ on the Actual Commercial Revenue Services Availability Date – Period B’.

Question 40

Please confirm that in the course of interpretation and application of art. 22.3.3 of the draft Partnership Contract articles 200, 288 and 388 of the Greek Civil Code, which express general principles of public procurement law, are applicable, as indicated by art. 2.1. of the draft Contract. Otherwise this specific provision is excessively and disproportionately onerous for the contractor.

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Response 40

See Response #22.

Question 41

Please clarify that the phrase “to the extent that the subject Damage is intensified” in art. 8.5 of the draft Partnership Contract has the meaning that the release of Attiko Metro from liability is directly proportional and corresponding to the culpability of the Contractor.

Response 41

Term 8.5 is valid and shall be applicable as specified.

Question 42

Please clarify the vague provisions of art. 22.2 of the draft Partnership Contract on the extent and limits of insurance required.

Response 42

The Contractor’s obligations, as far as the insurance is concerned, are included in the Insurances Document.

Question 43

Please clarify the legal consequences of art. 32.2.1 of the draft Partnership Contract. In that context, please verify the application of the general principles of public procurement law and especially the principle of economic equilibrium of the contracting parties in the case of art. 32.2.1 (i). Finally, please clarify under which circumstances the Contractor is obliged to execute the contract even in case Attiko Metro breaches the contract’s terms.

Response 43

Taking also into account the clarifications given above in Response #22, the Partnership Contract is clear that term 32.2.1 is applicable in combination with term 32.2.2 and term 34.2, subject to the remaining terms of the Partnership Contract concerning the implementation of the subject terms.

With regard to the remaining items, all the above relevant terms are complete and clear.

Question 44

Please clarify the legal consequences of art. 33.2 of the draft Partnership Contract for “Cases of Force Majeure” falling into the sphere of control of the Contractor or of Attiko Metro respectively. Will the contractor be subject to penalties in case of a “Case of Force Majeure”?

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Response 44

It is clarified that the reference to article 33.5 (sub-paragraph b') existing in term 33.2 must be corrected to read 33.6 (sub-paragraph b').

Taking into account the aforementioned clarification and clarifying even further that the Cases of Force Majeure are distinct from the Cases of AM's Liability and the Cases of the Contractor's Liability, term 33.2 is complete and clear.

Question 45

Please clarify whether the “Cases of Force Majeure”, as defined in the draft Partnership Contract, fall under the scope of art. 34.2. Also please clarify the notion of “all the liabilities deriving from this Contract” and whether these liabilities include damages connected with the execution of the Contract, third party fees, the costs of goods and service, the expenses arising out of the premature termination of contracts with third parties etc.

Response 45

As also clarified above in Response #44, the Cases of Force Majeure are distinct from the Cases of AM's Liability and the Cases of the Contractor's Liability. Therefore, term 34.2 is distinct from term 34.3. Moreover, kindly refer to the provisions of term 33.2, taking also into account the clarification given to Response #44 as regards the aforementioned described correction. In addition, it is clarified that term 34.2(a), as expressed in total, both individually as well as in combination with the remaining provisions of term 34.2, is clear and complete.

Question 46

Please clarify the relation between art. 34.4, 6.2.7.A and 32.2.1. of the draft Partnership Contract, and also the relation between art. 34.5 and 6.2.5 (i) of the same.

Response 46

Terms 34.4 and 34.5 provide for the consequences of the specific reasons for termination especially referred to therein, with reference to the relevant terms of the Partnership Contract.

Question 47

Please clarify (a) whether the list in art. 39.1 of the draft Partnership Contract is exclusive or indicative, and (b) which is the entity liable for violent occupation and vandalism from third parties as well as for other similar eventualities.

Response 47

Both the definition of term “Case of Exemption” and the relevant term 39.1 are clear, as regards the content of question (a) above. As regards question (b) above, the terms of the Partnership Contract are clear as concerns the liabilities on the part of the Contractor and those on the part of ATTIKO METRO S.A., as the case may be.

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Question 48

Please clarify the meaning of art. 39.3.2.2 of the draft Partnership Contract, which in the Greek version refers to subsection (θ) whereas in the English version to subsection (i).

Response 48

Subsection (θ – Greek text) refers to the case of exemption (θ – Greek text) of article 39.1 of the Partnership Contract, which (subsection) in the English translation corresponds to subsection (i).

Question 49

Please clarify the meaning of art. 39.3.II of the draft Partnership Contract.

Response 49

Term 39.3.II clearly refers to the applicable procedure followed for the foreseen notifications, for ATTIKO METRO S.A. to be exempted due to a Case of Exemption, and clearly specifies the special terms for the implementation of the subject procedure for a specific Case of Exemption, due to its nature.

Question 50

Please clarify the meaning of the phrase “are impossible to be provided” in art. 39.4.2 of the draft Partnership Contract, especially whether the release of the Contractor also includes cases in which the provision of service is excessively and disproportionately onerous.

Response 50

Term 39.4.2 is valid and shall be applicable, as specified.

Question 51

Please clarify whether art. 43.7 of the draft Partnership Contract is applicable in any case of forfeit of the letter of guarantee, regardless of the specific reason that caused it.

Response 51

It is applicable.

Question 52

Please clarify that according to art. 46.1. of the draft Partnership Contract, the “Assets to Be Handed Over” do not include assets (e.g. intellectual property rights) that preexisted the execution of the contract.

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Response 52

The Assets to be Handed Over, as specified in article 46 of the Partnership Contract, include assets which concern the present contract.

Question 53

Invitation to Tender, 2.4.2.5, p38

Please clarify the date that Bidders must deposit the “Individual Participation Supporting Documents in Printed Form – Technical Offer” by 15:00 hours to the DCC of ATTIKO METRO S.A.

Response 53

In line with article 2.4.2.5 of the Invitation to Tender, the “Individual Participation Supporting Documents in Printed Form – Technical Offer” shall be submitted to the DCC of ATTIKO METRO S.A. by 15:00 of the day preceding the offers’ unsealing day, i.e. 15.12.22, subject to any further extensions.

Question 54

Invitation to Tender, 2.4.4.2, p44

Please clarify the date (and time) that Bidders must submit the Financial Model along with the Manual in the non re-writeable electronic storage device.

Please provide associated submission instructions.

Response 54

Taking into consideration article 2.4.4.2 of the Invitation to Tender, in which the Financial Model along with the Manual shall be stored in a non re-writeable electronic storage device (e.g. CD, DVD), it clarified that they shall be submitted in a sealed envelope bearing the indication “individual Financial Offer forms” by 15:00 of the day preceding the offers’ unsealing day, i.e. 15.12.22, subject to any further extensions.

Question 55

TECHNICAL DESCRIPTION AND SPECIFICATIONS, 5.1.7.2

We did not find this document in the provided data room CD. Please provide the document entitled:

"Depot Operation Program" (document 1G00EN542U111).

Response 55

Document 1G00EN542U111 has been integrated in the document 1D00GE420R901. It is noted that the document has been approved on condition that the comments attached to the response letter of ATTIKO METRO S.A. will be

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implemented. Document 1D00GE420R901 together with the relevant response letter of ATTIKO METRO S.A. are available to all interested parties in electronic format.

An authorized representative of the interested party can take delivery of the above at the premises of ATTIKO METRO S.A.. Before receipt of the above, the following documentation must be submitted to ESIDIS in Greek:

- a) An authorization of the legal representative of the interested party to the person to receive the document, so that he may sign the acceptance receipt and
- b) A Declaration of Confidentiality of the legal representative of the interested party (as already posted in ESIDIS and which concerns the availability of the information data).

Question 56

PARTNERSHIP CONTRACT, Art 21

Considering the very high volatility on electricity rates observed this year and the impossibility to secure fixed prices from electricity providers due to the volatility of gas and coal prices (the two main energy sources), the risk on electricity prices can neither be controlled nor priced by any Contractor over the contract duration.

In our experience, to be successful and cost effective, PPP's only transfer risks that the Contractors can manage effectively. Transfers of significant risks that cannot be managed lead to very high provisions in the pricing, distortion of competition (in favour of risk prone companies rather than experienced companies) and reduction in the number of bidders.

As a result, we seek for Attiko Metro to either bear the cost of energy or to assume the risk on electricity tariff, as this is the typical practice in O&M tenders of similar systems (including PPP's).

Response 56

The basic terms of the Tender cannot be amended further to the publication of the Tender. Therefore, article 21 of the Partnership Contract remains as is.

Question 57

Invitation to Tender, 2.2.8.2

Please clarify where the Bidder must state the proposed sub-contractors within the Offer. Please advise what information about the proposed sub-contractors must be indicated. We refer to the Invitation to Tender: "The sections of the contract that may be assigned to subcontractors are referred to in article 14.1.5 of the Partnership Contract. The Bidder states in his offer the part of the contract that he intends to award -in the form of subcontracting work to third parties, as well as the sub-contractors that he proposes, in case he is aware of it in the current phase."

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Response 57

The Bidder shall state the data of the proposed sub-contractors when submitting his offer in field D of the ESPD. It is noted that, according to term 2.4.3 of the Invitation to Tender, the sub-contractors also submit a relevant ESPD specifying the information and data that must be filled in and provided by them.

Question 58

Payments Documents, 2.1 (1)

During the Preparatory Period A' 'Contractor shall bear all expenses for this period', does this also relate to the payments that need to be made to its subcontractors such as for cleaning and security?

Response 58

With regard to Preparatory Period A', applicable shall be article 2.1.2 of the Payments Document concerning the execution of the obligations of the Contractor, as these are stipulated in Article 6.2.1.3 of the Partnership Contract.

Question 59

Payments Documents, 2.1(1)

During the Preparatory Period A' 'Contractor shall bear all expenses for this period'. Please clarify when does ATTIKO METRO S.A. expect its subcontractors such as cleaning and security to start their required work.

Response 59

Upon signing of Period A' Acceptance – Delivery Protocol, the Contractor shall have the necessary access to the Areas of the Project for the execution of the Contract, while the signing of Period A' Acceptance – Delivery Protocol shall signal the Availability of Revenue Service – Period A', during which the Contractor shall start to provide the cleaning and security services.

Question 60

TECHNICAL DESCRIPTION AND SPECIFICATIONS, 1.1

It is our understanding that the Contractor shall bear the costs of maintenance of the depot facilities (including the canteen and nursery) and of its energy costs, including electricity, heating and air conditioning. However, the Depot will be also occupied by representatives of the metro administration (i.e. ATTIKO METRO S.A. itself and/or another entity) and utilised by the Construction Contractors (Hitachi Rail etc.) during the first 3 years of the contract. It is standard practice that the different parties control their own consumptions and bear the associated costs. Does ATTIKO METRO S.A. confirm that the costs should be split between the 3 parties? In such case how does ATTIKO METRO S.A. propose to calculate/assess this split?

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Response 60

The expenses related to the use of the PUO supplies on the part of ATTIKO METRO S.A. and OSETH personnel to be engaged in the Depot area, in line with articles 3.11 and 9.10 of the document entitled “Technical Description and Specifications”, shall be calculated on an independent basis and shall be borne by each of the above entities, respectively. The aforesaid cost shall be calculated in accordance with the provisions of article 9.10 of the document entitled “Technical Description and Specifications”. The personnel of ATTIKO METRO S.A. and OSETH shall be permanently housed in the area of the Depot, as foreseen in Article 9.10 of the Technical Description and Specifications. With regard to the relevant expenses, applicable shall be Articles 3.11 and 9.10 of the Technical Description and Specifications, while the period on which the above shall start to apply shall be as provided for in article 6.2.3 of the Partnership Contract. The access of the Former Contractors shall be confined to the time and purposes of their limited obligations during the warranty period that binds them and whenever so, restrictively, required under the terms of the Partnership Contract. In view of the above clarifications, the terms of the Partnership Contract regarding the Contractor's relevant commitments and responsibilities remain as they are.

Question 61

PARTNERSHIP CONTRACT, Art 27

As stipulated in Art. 27.2, the ' overall revenues from any kind of commercial activities within the Project Areas exclusively belongs to ATTIKO METRO S.A.'. Despite the fact that commercial activities are very limited within the Project Areas, would ATTIKO METRO S.A. be willing to incentivise the Contractor in the development and management of commercial activities? In this way ATTIKO METRO S.A. could leverage on the experience of the Contractor in this regard while reducing the price of the services.

Response 61

Article 27 of the Partnership Contract remains as is.

Question 62

TECHNICAL DESCRIPTION AND SPECIFICATIONS, 5.1.4

We understand that some equipment have been delivered and installed up to 10 years (e.g., escalators and lifts 10 years ago in some stations, some trains 5 years ago...). Could you please clarify if Completion Certificates have been issued to the construction contractors for such works? If so could you please specify the list of assets that may not be under warranty any more by the end of year 2026?

Response 62

The warranty period of the Base Project commences upon its certified completion, in line with the provisions of article 54 PD 609/85 and article 7 paragraph 6, and article 11, paragraph 1, Law 1418/84, and not upon the installation of the several systems.

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Question 63

TECHNICAL DESCRIPTION AND SPECIFICATIONS

Could you please clarify the handover process of the assets to the Contractor (as custodian) of which the documentation that will be provided by the construction (O&M Manuals, Spare Parts List, etc.)?

Response 63

With regard to the delivery procedure applicable shall be the provisions on the Delivery Protocol as these are specified under articles 6.2.3, 6.2.3.A and 16.3 of the Partnership Contract.

The technical documents shall be made available to the Contractor together with the Project Log, as provided for in article 16.3 of the Partnership Contract. With regard to the Project Log related documents, which are essential for the Contractor in order to proceed with the submission of the documents required in Table A of Article 6.3.3 of the Partnership Contract, these shall be made available to the Contractor after the Contract signing.

Question 64

RAMS 5.5.4

"For large complex repairable equipment which becomes obsolescent, it is expected that the Contractor shall demand from the Equipment Supplier or from an appointed by him party to commit for the support of the corrective maintenance process during the remaining project duration through a Service Level Agreements." In case of obsolescence of the equipment supplied, is the Contractor expected to cover the cost of replacement? In our experience, the risk of obsolescence is very difficult to evaluate and is usually covered by the Equipment Supplier or the asset owner.

Response 64

With regard to the obligations of the Contractor on the obsolete spare parts/equipment, applicable shall be the provisions of Article 5.5.4 of the document “Reliability, Availability, Maintainability and Safety (RAMS)”, which neither do they annul nor confine the Contractor’s obligations to bear the cost for the subject maintenance, in line with the provisions of article 5.1.4 of the document entitled “Technical Description and Specifications”.

Question 65

General

Could you please provide details on softwares that would require subscription licenses by the Contractor? More specifically, could you provide the name of the software used for inventory management?

Response 65

No subscription licenses are required for the software of the operational systems of the Project. The software which is used for stock management is Stockager. The details of the software shall be provided to the Contractor upon signing the Delivery – Acceptance

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Protocol and upon the delivery – acceptance of the Project Log, as foreseen in article 16.3 of the Partnership Contract. However, the data, which are necessary for the provision of the Contractor’s services prior to the delivery-acceptance of the Project Log, shall be made available to the Contractor upon the Contract signing.

Question 66

General

Could you please provide detailed layout of the OCC including the position names?

Response 66

The OCC layout drawing, including positions identification (1BABLV812C010A) is at every interested party’s availability in electronic format.

An authorized representative of the interested party can take delivery of the above at the premises of ATTIKO METRO S.A.. Before receipt of the above, the following documentation must be submitted to ESIDIS in Greek:

- a) An authorization of the legal representative of the interested party to the person to receive the document, so that he may sign the acceptance receipt and
- b) A Declaration of Confidentiality of the legal representative of the interested party (as already posted in ESIDIS and which concerns the availability of the information data).

Question 67

1G00LV612X311A_EN

Could you clarify if videos from CCTV systems are available also from the OCC (and not only from the security control room)?

Response 67

It is confirmed that the videos of the CCTV systems, which are described in the provisions of article 4.5.24 of the document entitled “Technical Description and Specifications”, are available from the Operation Control Centre (OCC).

Question 68

General

Please provide a detailed layout of the signaling and ATC system showing the tackside equipment, turnouts, train storage tracks.

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Response 68

The layout drawings of the signaling system and the Automatic Train Control System (ATC) showing the trackside equipment, turnouts, train stabling tracks (1G00LV601C300E and 1G00LV601C301D) are at every interested party's availability in electronic format.

An authorized representative of the interested party can take delivery of the above at the premises of ATTIKO METRO S.A.. Before receipt of the above, the following documentation must be submitted to ESIDIS in Greek:

- a) An authorization of the legal representative of the interested party to the person to receive the document, so that he may sign the acceptance receipt and
- b) A Declaration of Confidentiality of the legal representative of the interested party (as already posted in ESIDIS and which concerns the availability of the information data).

Question 69

General

Please provide a detailed Master Schedule for the Project showing the current progress, trial running dates and launch into commercial revenue service for the Base and the Extension.

Response 69

See Response #15 above.

Question 70

General

Please provide a complete set of station layout drawings including entrances and exits, concourse, platform levels.

Response 70

Complete drawings of indicative stations have been made available to the interested parties in electronic format based on article 2.1.5.2 of the Invitation to Tender. All drawings shall be made available to the Contractor upon the signing of the Delivery - Acceptance Protocol and the delivery - acceptance of the Project Log, as specified in Article 16.3 of the Partnership Contract. However, the drawings which are necessary for the provision of the Contractor's services prior to the delivery-acceptance of the Project Log, shall be made available to the Contractor upon the Contract signing.

Question 71

Technical Description & Specifications, 4.3.1.8

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Can ticket barriers be controlled from the OCC?

Response 71

We hereby confirm that the ticket gates systems, which are described in article 4.3.1.8 of the document entitled “Technical Description and Specifications”, can be controlled from the OCC.

Question 72

Technical Description & Specifications, 4.3.1.8

In the stations can the clients call the OCC via interphone?

Response 72

It is confirmed that passengers in the trains can call the Operation Control Centre (OCC) via the wireless communication system. Passengers at station platforms can call the Station Master; if their call is not answered, it is diverted to the OCC.

Question 73

1G00LV612X311A_EN, 1.9

Is it possible to customize the different positions in the OCC?

Response 73

It is not possible to customize the different positions in the Operation Control Centre (OCC).

Question 74

General

Please provide a detailed layout of the traction power system.

Response 74

Traction power system drawings of indicative stations, as well as at network level, have been made available to the interested parties in electronic format based on the provisions of article 2.1.5.2 of the Invitation to Tender. All drawings shall be made available to the Contractor upon the signing of the Delivery - Acceptance Protocol and the delivery - acceptance of the Project Log, as specified in Article 16.3 of the Partnership Contract. However, the drawings, which are necessary for the provision of the Contractor’s services prior to the delivery-acceptance of the Project Log, shall be made available to the Contractor after the Contract signing.

Question 75

Invitation to Tender

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Could you please confirm that the Bidder needs to provide a Participation Letter of Guarantee equal to EUR 5,840,000? Could you please confirm that there are no requirements regarding the minimum rating of the bank providing the guarantee?

Response 75

As per term 2.2.3 of the Invitation to Tender, the amount of the participation letter of guarantee shall be Euro 5,840,000.00. In line with term 2.1.7 of the Invitation to Tender, letters of guarantee shall be acceptable if they have been issued by Acceptable Credit Institutions, as these are specified in the Invitation to Tender.

Question 76

Partnership Contract

Could you please confirm that the Good Performance Letter of Guarantee will be equal to 4% of the Net Present Value of the contract (and not of the maximal budget of 292 M€)?

Response 76

In line with Article 43 of the Partnership Contract, the amount of the Good Performance Letter of Guarantee shall correspond to four percent (4%) on the net present value of the Contract, which is defined in term 1.3.2 of the Invitation, VAT excluded, and shall be Euro two hundred thousand ninety two million (292,000,000.00€).

Question 77

Partnership Contract

Could you please confirm that the Subordinated Debt can also be provided in the form of an intercompany loan?

Response 77

Based on the definitions included in the “Definitions – Interpretation of the Contract terms” of the Partnership Contract, the term “**Subordinate Debt**” is determined as the amount of the loans provided to the Contractor by Lenders Subordinate.

While, the term “**Lenders Subordinate**” is determined as (a) the Initial Shareholders and/or their subsidiaries giving Subordinate Debt to the Contractor, on condition that the Initial Shareholders accept to guarantee the Subordinate Debt given by their Associated Companies and/or (b) Third Parties giving Subordinate Debt to the Contractor, on condition that the Initial Shareholders and/or their Associated Companies guarantee payment in full.

Question 78

Financial Offer Form

Could you please confirm that the Bidders need to assume a 2% inflation rate during the whole contract period in their Financial Model starting from 01/01/2024 on cost and 1.6% on

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revenues (i.e. $80\% \times 2.0\%$ considering that the fixed element of the annual flat charge equals to 20%) ?

Response 78

Term 2.4.4.2 of the Invitation to Tender concerning the Financial Model is clear as to the calculated inflation. Therefore, in case inflation applies for the purposes of the financial offer and of the financial model, it shall be 2% annually for the whole duration of the Contract.

Question 79

Partnership Contract

Please confirm that the IRR on the Committed Investment is 10%.

Response 79

The “Committed Investment Internal Rate of Return on the Signing Date”: is the minimum between 10% and the Committed Investment Internal Rate of Return, on a nominal basis, post taxes (post taxes for the Contractor and before taxes for the Shareholders and/or the Lenders Subordinate), as included in the base case scenario of the Financial Model and is in effect on the Signing Date.

Question 80

Please clarify the criteria on the basis of which the contractor's liability to third parties will be separated from that of ATTIKO METRO S.A. for damages, accidents and incidents that will take place during the execution of the project of payment control - cancellation of tickets by metro users, imposition of fines, collection of fines, which according to paragraph 1.3 of the agreement - contract falls under the competence of Attiko Metro.

Response 80

The obligations and the liabilities of the Contractor, as these arise from the relevant terms of the Partnership Contract, are clear. In this framework, consideration has also been made of the already foreseen responsibilities of ATTIKO METRO S.A. or of any other entity authorized to this end, without prejudice to any obligations arising from the Legislation in Force in relation to deceit or gross negligence.

Question 81

With reference to the removal (dismissal) of staff (paragraph 17.3.4 of the contract-agreement) following A.M's demand, please clarify who will bear the costs of the claims and court costs of the removed employee, in the event of a court decision being issued in the employee's favor.

Response 81

If ATTIKO METRO S.A. requires the Contractor to remove any of his employees not found suitable, in line with paragraph 17.3.4 of the Partnership Contract, then it is the Contractor

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responsibility to initiate the removal procedure as well as to assume all relevant expenses (cost of the claims and of the court expenses of the employee), irrespective of the court decision.

Question 82

Please clarify the contradiction that exists in provisions 4.2 of the contract - agreement, regarding non-exemption of the contractor and his obligation to evaluate the accuracy and adequacy of the information from A.M. in relation to provision 8.1.a regarding the responsibility of ATTIKO METRO S.A. for not providing information to the contractor, even if the latter could conduct an independent audit.

Response 82

It is clarified that the reference to the provision of para. 4.1.12.2, as included in term 8.1, should be correct to read “4.1.13.2”.

In due consideration of the above clarification, it is further clarified that there is no contradiction in the relevant terms of the Partnership Contract, as described in the Question. More precisely, term 8.1 provides for a special extraordinary responsibility of ATTIKO METRO S.A. which concerns the spatial and structural conditions of the Project Areas, which is subject to the strict conditions of paragraphs (a), (b), and (c) of the subject term. In line with the condition stipulated in paragraph (a) concerning the documentation of the subject special and extraordinary responsibility of ATTIKO METRO S.A., no particular relevant information should have been included in the Available Project Data on any relevant problem concerning the spatial and structural conditions of the Project Areas neither could the Contractor have been clearly aware of such a problem, if any, through an independent inspection that he is under the obligation to perform in line with the term 4.2 and on condition of any other relevant terms of the Partnership Contract.

Question 83

Are there any consequences and in case of an affirmative answer which are those consequences, regarding the contractor' s violation of environmental social security and labor law during the execution of the contract.

Response 83

The terms of the Partnership Contract are clear concerning the impact that non-adherence to the terms of the Partnership Contract on the part of the Contractor' Subcontractor, would have on the Contractor. In due consideration of the clarifications provided in the Response 22 and without prejudice to any special relevant terms of the Partnership Contract, it is clarified that any impact on the Contractor – if any - is expected to arise originally from the relationship between the Contractor-Subcontractor.

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Question 84

Please clarify the reasons why the contractor must conclude the insurances mentioned in the insurances document in articles 5.2, 5.3, 5.4, 5.5.

Response 84

It is the Contractor's responsibility to provide the insurances stipulated in articles 5.2, 5.3, 5.4, 5.5 of the Insurances Document. In addition, according to term 14.2.2 of the Partnership Contract, the Contractor shall ensure that the contracts concluded with the subcontractors include all respective commitments that the Contractor assumes before ATTIKO METRO S.A..

Question 85

Please clarify according to paragraph 4.1.6 of the contract - agreement what are the criteria and conditions on the basis of which the contractor will make a binding statement that in the immediate future no claims will be raised against him or judicial, administrative and arbitration proceedings will not become pending against him.

Response 85

Term 4.1.6 of the Partnership Contract is clear and comprehensive: “There are no claims and no judicial, arbitration or administrative proceedings pending against the Contractor and/or against the Initial Shareholders and, to their knowledge, respectively, no such proceedings are likely to arise in the foreseeable future which affect or are likely to affect the ability of the Contractor and/or of the Initial Shareholders to perform their obligations, respectively, under the Contract Documents”.

Question 86

At what price will the cost of energy be received?

Response 86

It is hereby clarified that the calculation of the cost of energy constitutes the Contractor's responsibility.

Question 87

“Where inflation is applied, for the purposes of the financial offer, it should amount to 2% per annum for the entire duration of the contract.”

How is real inflation taken into account?

Response 87

In line with article 2.4.4.2 of the Invitation to Tender and for the purposes of the Offer an annual inflation rate of 2% shall apply throughout the duration of the Contract in the Financial Model and in the Financial Offer form of each Bidder.

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After the commencement of the Contract and throughout the duration of the Contract, the content of the Payments Document shall apply.

Question 88

- i) Can a third party offer loaned experience to more than one bidder?
- ii) After the conclusion of the contract, can the third party that offers loaned experience to another bidder offer its services to the contractor?

Response 88

- i) It is hereby clarified that offering borrowed experience to more than one participants is not acceptable.
- ii) After the conclusion of the Contract, any invocation to the competences of third parties not indicated through the offers' submission is not allowed. The award of part of the Contract, in line with term 2.2.8.2 of the Invitation to Tender, on a subcontracting basis is allowed.

Question 89

Will ridership remain stable throughout the duration of the contract?

What is the expected annual increase?

Response 89

The system has been dimensioned in line with Article 1.5 of the document entitled Technical Description and Specifications, while the anticipated annual increase cannot be reliably estimated, at this phase.

Question 90

No data is provided regarding the expansions. How will the bidders take these into account in their offer?

Response 90

In line with article 1.6 of the document entitled Technical Description and Specifications, as far as the offers are concerned, consideration shall be given to the Operation and Maintenance requirements, for infrastructures – connection provisions, foreseen in this article, concerning the future projects referred to in this article.

Question 91

The operation time should be provided for the

- i) Base line and

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ii) Extension.

Is there a chance that the contract assignment will take place after the date of closure of the Base Line?

Is there a chance that the preparatory period (12 months) will be extended past the start of the Base Line?

Can the contractor be asked to limit the duration of the preparatory period?

Response 91

Valid shall be the stipulations of Article 6 of the Partnership Contract and of Article 1.3.3 of the Invitation to Tender.

Question 92

The Contractors of both the Base Project and the Extension to Kalamaria have ensured the design, construction, procurement, testing and commissioning of the following Rolling Stock items, namely:

18 trains - 4 car-sets (Series I) (Delivered and are tested in Thessaloniki)

15 new trains - 4 car-sets Series II) (Tendering process in progress)

and the supply of their necessary spare parts”

Is there a chance that the tests of the new trains will be done after the start of operation?

Who will do the testing of new trains, the contractor or the supplier?

How will the contractor be paid for the additional work or its effects?

In the event that the tests are carried out by the supplier, who will be responsible for the smooth operation of the KEL and the entire system?

How will the tests be done parallel to operation?

Response 92

New trains’ testing shall be conducted in line with article 6.2.1.1.A of the Partnership Contract.

In line with the term “Trial Run Work” included in “Definitions – Interpretation of the Contract Terms” of the Partnership Contract, the new trains testing is conducted by the Former Contractors and does not constitute an additional work for the Contractor.

The responsibility for the smooth operation of the OCC and the system lies with the Contractor, on condition that the Revenue Service Period has commenced. As regards testing with parallel operation, these shall be conducted in the Depot on the testing track, while those tests that have to be performed on the line, they will be carried out during night hours.

The aforementioned obligations do not constitute additional works, they are foreseen in the contract documents and they do not entail any additional fee for the Contractor.

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Question 93

“The Contractors responsible for the execution of works and systems to provide their training services shall demonstrate to ATTIKO METRO S.A. that the trained personnel, including trained trainers, have reached the minimum specified level required for the positions they will occupy. To this end, they will have each employee under training to sit an examination for the acquisition of a Fit to Work Certificate for the intended work position”.

What experience and what certification will the ATTIKO METRO S.A. executives who will examine the trainees in order to grant them a certificate have? (AM has no operating experience). Could problems arise due to ignorance?

Response 93

The training certification is initially granted by the Former Contractors, further to the training of the Contractor’s and ATTIKO METRO S.A.’s executives, as foreseen in article 2.8.4 of the document entitled Technical Description and Specifications. Therefore, the aforesaid executives will be trained and certified to carry out training sessions by the Former Contractors. It is stressed that further training and certification of the Contractor’s remaining personnel constitutes his obligation, in line with the requirements of the aforementioned article.

Question 94

The technical and professional competence under section 2.2.6.1 of the ITT provides one criterion (namely Experience in the operation of Metro networks with fully automated driverless trains) split into 5 sub-criteria (e.g.: length of the line at least 10 km etc.).

In case of an Association of Persons or Economic Operators, is it allowed for the one member of the Association to fulfil one of the sub-criteria and the other member to fulfil the rest of them?

Please answer the same question regarding the respective provision of section 2.2.6.2 of the ITT.

Response 94

In relation to the experience in the operation of metro networks, if the offer is submitted by an association of companies, then the aforesaid experience must be cumulatively covered by at least one member of the association, as described in term 2.2.6.1 (i) to (v) of the Invitation to Tender.

Similarly, with regard to the experience in the maintenance of Metro networks, if the offer is submitted by an association of companies, then the aforesaid experience must be cumulatively covered by at least one member of the association, as described in term 2.2.6.2 (i) to (iv) of the Invitation to Tender.

Question 95

In case of an Association of Persons or Economic Operators, is it allowed for the one member of the Association to fulfill all the sub-criteria of sections 2.2.6.1 and 2.2.6.2 of the ITT?

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Response 95

If the offer is submitted by an association of companies, then the experience in the operation of Metro networks must be cumulatively covered by at least one member of the association, as described in term 2.2.6.1 (i) to (v) of the Invitation to Tender, while at least one member of the association must cumulatively cover the experience in the maintenance of Metro networks, as described in term 2.2.6.2 (i) to (iv) of the Invitation to Tender.

Question 96

In article 2.2.9.2 of the Invitation to Tender and more precisely in paragraph B.7 “Back up Documentation to demonstrate the “borrowed experience” stipulated in article 2.2.8.1” reference is made to the required awarding back-up documentation that the Bidders must submit in order to prove the borrowed experience with regard to the third party making available the borrowed experience. Kindly verify that with regard to the reference to paragraph B.6: (a) only the resolutions of the BoD or of the competent statutory body, on the one hand, of the member of the Bidding Association to whom the experience is provided in order to make it available in its turn to the Bidding Association and, on the other hand, of the third party / other operator borrowing the experience, respectively without the submission of the BoD resolutions accepting this experience by all the members of the Bidding Association are required and (b) the BoD resolutions or the decisions of the competent statutory body of both parties (bidder and agency accepting the borrowed experience) suffice without requiring the additional submission of another document, such as private agreement for the provision of experience concerning the commitment of both parties.

Response 96

It is clarified that the back-up documentation to demonstrate the “borrowed experience” as per term 2.2.8.1 of the Invitation to Tender are stated in paragraph B.7, according to which the third parties / other operators shall submit the back-up documentation stipulated in paragraphs B.1, B.4 and B.6, as well as back-up documentation specified in paragraphs B.2 and B.3 (concerning the invocation), as well as the BoD resolutions, as these are stated in the second paragraph of B.7. Therefore,

- (a) in addition to the BoD resolutions, the back-up documentation specified in paragraphs B.1, B.4 and B.6 are required to be submitted together with the back-up documentation of paragraphs B.2, B.3 (related to the “invocation”).
- (b) Apart from the above, no other document is required.

Question 97

In the Preamble (item i) and in Article 22 of the Partnership Contract it is stated that the Contractor, prior to the signing of the Partnership Contract, must submit a certificate for the insurance coverage of the Contract and that he undertakes the obligation to submit the original insurance policies along with the receipt of payment of the first installment of the premium. Given that the insurance certificate is a sufficient proof on the existence of an insurance coverage and that this form is widely acceptable in the international insurance market, kindly clarify that it suffices to submit the original of this certificate or otherwise kindly justify the eventual obligation to submit to ATTIKO METRO S.A. the original insurance policy

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together with the receipt of payment of the first installment of the premium, given also that the insurance certificate is a sufficient proof both in terms of paying off the premium and in terms of the signing of the insurance policy, taking into consideration that in the event that the premium of the signed originals of an insurance policy is not paid in full, the insurance company does not issue the insurance certificate.

Response 97

It is noted that it is well-known that the submission of an insurance certificate proves that indeed there is insurance coverage but not necessarily its validity. Moreover, it does not prove nor does it clarify the scope, the extent and the efficiency of the coverage. To this end, it is required to submit the premium payment receipt and the insurance policy, in order to be able to check all the above.

Question 98

With regard to the document entitled “Technical Description and Specifications”, paragraphs 1.2 and 1.3, kindly clarify that in the scope of the project of the extension to Kalamaria, the 15 new trains will be tested and commissioned by the Contractor of the Supply Contract of these 15 trains, who will also be responsible for the smooth integration of these trains in the base project as well as in the extension project.

Response 98

See Response #92 above. After the administrative acceptance for use of all new trains, the Contractor shall be responsible for their immediate integration in the operating project.

Question 99

With regard to the document entitled “Technical Description and Specifications”, paragraph 1.3, kindly clarify the framework of the changes in the OCC/ECR to be implemented due to the extension to Kalamaria and more specifically that any corrective action, re-training, testing for commissioning, special tools and anything else required, shall fall within the exclusive responsibility of the contractors responsible for the construction.

Response 99

Valid shall be article 1.3 of the document entitled “Technical Description and Specifications”. The changes in the OCC/ECR for the operational integration of the Extension to Kalamaria into the Base Project constitutes the responsibility of the Former Contractors, as these are described in article 1.4 of the document entitled “Technical Description and Specifications”. The Contractor’s responsibilities are confined to the fulfillment of the Preparatory Period B’ Obligations, on the basis of term 6.2.A. of the Partnership Contract, taking into account in all cases that the Contractor already bears the responsibility for the operation of the Base Project and the OCC/ECR.

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Question 100

“Technical Description and Specifications”, paragraph 1.6: Kindly communicate to us the time schedule for the construction of the stations of the extension.

Response 100

The progress of the Extension – as concerns Civil Works – is at the architectural finishes stage. Most stations are at E/M systems’ installation stage.

The current contractual deadline for the completion of the main contract of the Kalamaria Extension project is July 11th 2024.

Question 101

With regard to the document entitled “Technical Description and Specifications”, paragraph 2.1, kindly clarify in detail the individual obligations of the maintenance groups of the O&M Contractor during the first phase of the Contract, when maintenance by the construction contractors will be executed. Kindly also clarify in detail the duration of the training program on maintenance per main system.

Response 101

As concerns maintenance and training to be conducted by the Former Contractors, valid shall be articles 5.1.4 and 2.8.4 of the document entitled “Technical Description and Specifications”, respectively. Relevant details and programs will be delivered to the Contractor upon signing of the Delivery – Acceptance Protocol and of the delivery- - acceptance of the Project Log, as foreseen in Article 16.3 of the Partnership Contract. However, the information data, which are necessary for the Contractor to provide his services prior to the delivery- - acceptance of the Project Log, will be provided to the Contractor after the Contract signing.

Question 102

With regard to the document entitled “Technical Description and Specifications”, paragraph 2.1, kindly clarify whether a time-float of 6 months should be considered for the addition of the 5 additional stations of the extensions, since this is referred to as a likely possibility as far as the Base Project is concerned. Kindly also clarify whether the new stations will be delivered even if, for any reason whatsoever, the new 15 trains have not have been delivered.

Response 102

Valid shall be the content of Article 6 of the Partnership Contract and Article 1.3.3 of the Invitation to Tender. As concerns the delivery of the new trains valid shall be Article 6.2.1.1.A of the Partnership Contract; the delivery of the new stations is not related to the delivery of the 15 new trains.

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Question 103

With regard to the document entitled “Technical Description and Specifications”, paragraph 2.1, it is stated that the O&M Contractor shall be responsible for the integration – in terms of operation - of the projects in the 2 phases. Taking into account that the Contractors of the extensions will have previously proceeded with the testing and commissioning of their systems, kindly specify and clarify the obligations of the parties involved, in view of ensuring the smooth and safe operation of the system.

Response 103

Valid shall be the content of Articles 6.2, 6.2.A and 6.3 of the Partnership Contract.

Question 104

With regard to the document entitled “Technical Description and Specifications”, paragraph 2.1, it is stated that the O&M Contractor will be required to operate the Project based on the Reliability, Availability, Maintainability and Safety (RAMS) indices which were used in the Project’s design, construction and certification. Kindly ascertain that the indices to be used as base indices shall be the ones which will be achieved during the testing and commissioning phases of the entire system and of the individual systems, upon expiry of the monitoring period of the indices. Kindly also clarify whether provision is made for an extension to the warranty period in case the targets of the corresponding contracts are not met by the construction contractors of the extensions.

Response 104

Valid shall be Articles 2.2 and 2.8.8 of the document entitled “Technical Description and Specifications” and article 4.2 the document entitled “Reliability, Availability, Maintainability and Safety (RAMS)”. Until achievement of the objectives by the Former Contractors, the indicators to be adopted as the basis by the Contractor will be those that have been achieved. If these indicators are subsequently enhanced, through interventions and corrective actions on the part of the Former Contractors, the new indicators will be adopted. Once the procedure is completed and the final RAMS indicators are established/approved, these shall be the final indicators for the subsequent operation. If these indicators are inferior than those provided for in the contract, they shall be dealt with in the framework of the contracts with the Former Contractors. In any case and regardless of the indicators, the requirements of the operation and maintenance manuals and procedures to be delivered to the Contractor shall be adhered to.

Question 105

With regard to the document entitled “Technical Description and Specifications”, paragraph 2.1, it is stated that the pre-requisites for the implementation of the contract include the spare-parts, the consumables and the special tools for the E/M equipment, while for the rolling stock, they include FRACS, PMIS system, Training, the Project Log etc. Kindly verify that the subject provisions concern the spare-parts and FRACAS, PMIS system which should be made available by the construction contractors (see also the relevant reference in paragraph 2.8.2 of the same document).

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Response 105

It is confirmed that the items described above shall be made available by the Former Contractors. However, keeping the subject items operational after the signing of each Delivery – Acceptance Protocol, as foreseen in Articles 6 and 16 of the Partnership Contract, constitutes the Contractor’s liability, while relevant provisions are stipulated in Article 2.8 of the document entitled “Technical Description and Specifications”.

Question 106

With regard to the document entitled “Technical Description and Specifications”, paragraph 2.1, it is stated that the O&M Contractor shall be responsible to ensure the coordination of actions for additional measurements to be performed by the construction contractors. Given that these specific measurements or actions might be related with the execution of corrective action plans, kindly specify in due accuracy and clarity the responsibilities, their prioritization and the role of the O&M Contractor and of ATTIKO METRO S.A. with regard to this specific operational aspect of the coordination issue.

Response 106

As regards actions that need to be performed by the Former Contractors after the Delivery – Acceptance of the areas to the Contractor upon signing the relevant Protocol, these shall be carried out further to ATTIKO METRO S.A. communication with the Contractor of this contract, who will have the control over the network, in line with the provisions of term 16 of the Partnership Contract.

Question 107

With regard to the document entitled “Technical Description and Specifications”, paragraph 2.2, it is stated that the relevant provision shall be made for dealing with the “light” problems after the first 6 months of the projects and for a further period of 2 years to verify RAMS construction objectives. Kindly clarify that in the event that these targets are not met or in the event that the construction Contractor needs to implement corrective actions, whether a provision is made for a respective extension to the management period until the achievement of all the subject goals or the completion of the subject corrective actions.

Response 107

See Response #104 above. Valid shall be Articles 2.2 and 2.8.8 of the document entitled “Technical Description and Specifications” and article 4.2 of the document entitled “Reliability, Availability, Maintainability and Safety (RAMS)”. There is a provision that the reinstatement shall be carried out at the Contractor’s responsibility, unless the Former Contractors are liable, in case these reports have been prepared within the warranty period or within a more extended time period up to 10 years in case of “design failure”.

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Question 108

With regard to the document entitled “Technical Description and Specifications”, paragraph 2.8.2, kindly clarify whether the spare parts to be provided shall be new (not repaired), the maintenance type and for how long the contractors responsible for the construction, systems and rolling stock will supply the spare parts and when this period starts on a per case basis.

Response 108

The provisions related to spare parts are specified in Article 9.1.4 and Annex A of the document entitled “Technical Description and Specifications”; they shall be new (not repaired). See Chapter B, Clarification 6.

The period of the supply shall be the one foreseen for the warranty period for works and supplies of the Former Contractors starting from their verified completion for the works contracts, subject to the timely submission of the Final Measurement and their final acceptance for the procurement contracts, in implementation of the applicable terms and conditions of the relevant contracts.

It is stressed that, with the exception of the Base Project contract, for spare parts, materials, devices, other items of equipment, of the systems or parts of the contracts with the Former Contractors that will be either replaced or repaired during the warranty period, their good operation warranty period shall be extended by six (6) months as of the expiry date of the warranty period of the relevant contracts.

Question 109

In the document entitled “Technical Description and Specifications”, paragraph 2.8.2, reference is made to the requirement for a minimum required quantity of spare parts). Kindly clarify in which way ATTIKO METRO S.A. ensures the continuous availability of the spare parts of the Original Equipment of Manufacturers (OEM) to the O&M Contractor, given that the prices of the spare parts that have been delivered in the framework of the Rolling Stock Supply by the manufacturer are of limited effect and how the availability of the spare parts for a period of 15 years is ensured (see paragraph 21.5 of the Rolling Stock Procurement document).

Response 109

Valid shall be articles 2.8.2 and 9.1.4 of the document entitled “Technical Description and Specifications”.

Question 110

With regard to the document entitled “Technical Description and Specifications”, paragraph 2.8.3.1, kindly specify the duration of the preparatory stage (namely Stage 1).

Response 110

Valid shall be the provisions of Article 6 of the Partnership Contract and Article 1.3.3 of the Invitation to Tender.

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Question 111

In the document entitled “Technical Description and Specifications”, paragraph 2.8.3.1, with regard to Stage 2, provision is made for the revenue service to commence after the signing of the final acceptance protocol, while no provision is made for the signing of a final acceptance protocol before the commencement of Stage 1. Kindly clarify whether the acceptance of all the prerequisites for all the construction contracts is required for the signing of the final acceptance protocol before Stage 2. Kindly also specify the operation scenario in case that the signing of the final acceptance protocol is delayed, as well as any eventual impact on the payment of the O&M Contractor.

Response 111

Valid shall be the provisions of Article 6 of the Partnership Contract.

Question 112

In the document entitled “Technical Description and Specifications”, paragraph 2.8.3.1, with regard to Stage 4, provision is made for the corrective maintenance of the construction contractor to expire after 36 months, while at another point, reference is made to a guarantee period of 2.5 years. Kindly clarify whether the preventive maintenance of the construction contractor shall exceed the duration of the guarantee period of the contractor and specify the number of the months of the guarantee that will apply in any case.

Response 112

As regards the maintenance activities to be carried out by the Former Contractors, valid shall be Article 5.1.4 of the document entitled “Technical Description and Specifications”.

Article 2.2 of the Document entitled “Technical Description and Specifications” refers to the period of 2.5 years in total as of the commencement of operation for verifying the RAMS objectives and not to the warranty period for works and supplies of the Former Contractors, which is three (3) years, and starts from their verified completion for the works contracts, subject to the timely submission of the Final Measurement, and their final acceptance for the procurement contracts, in implementation of the applicable terms and conditions of the relevant contracts.

Question 113

In the document entitled “Technical Description and Specifications”, paragraph 2.8.3.1, with regard to Stage 6, only the execution of corrective maintenance is provided for. Kindly specify who will be responsible for the preventive maintenance and who will supply the preventive maintenance spare parts.

Response 113

See Response #112 above.

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Question 114

In the document entitled “Technical Description and Specifications”, paragraph 2.8.3.2/ 1, reference is made to the obligation of the Contractor to submit the staffing of his Organizational Structure in line with the Table of Personnel of the document. Kindly clarify if in the event that an incorrect allocation per organizational structure (overestimation or underestimation) is ascertained, whether the economic operator shall be able to document the correct allocation of the personnel per service, in order to ensure safe and sound execution of the revenue service of the project. Kindly also specify anew the evaluation manner of the Bidders’ offers in the event of offered services that include inaccurate allocations of the number of personnel, given that an eventual creation of new criteria and sub-criteria for the evaluation of the offers is contrary to the EU legislation.

Response 114

As stressed in Article 2.8.3.2.1, “*The Table of Personnel of the Contractor, which is attached to this document as Annex F, specifies the minimum acceptable number of members of the personnel of the Contractor*”.

As regards the offers’ evaluation manner, valid shall be Article 3.1 of the Invitation to Tender.

Question 115

With regard to the document entitled “Technical Description and Specifications”, paragraph 2.8.4, kindly specify what is foreseen by ATTIKO METRO S.A. in the event that the training of the Contractors is unsuitable for the execution of maintenance, including also the overhaul of the systems and especially of the Rolling Stock, and kindly clarify whether the quality of the training material corresponds to the pre-agreed maintenance level, and whether the duration and the proficiency of the trainer are also set.

Response 115

The training procedure is described in Article 2.8.4 of the document entitled “Technical Description and Specifications”. In any case, valid shall be the obligations/responsibilities deriving from the contracts concluded between ATTIKO METRO S.A. and the Former Contractors.

Question 116

In the document entitled “Technical Description and Specifications”, also in paragraph 2.8.4, in the relevant table, it is stated that, for example, the Rolling Stock Maintenance Group will be manned with 10 people, while in the table including a detailed presentation of the personnel, reference is made to 12 persons at the initial stage. Kindly specify which is the correct and valid provision in the subject tables.

Response 116

The Tables concern different requirements. Table 2 of the document entitled “Technical Description and Specifications” (2.8.4) concerns the obligation related to the initial training by the Former Contractors, while the Table of Annex F concerns the overall minimum required number of the Contractor’s personnel.

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Question 117

With regard to the document entitled “Technical Description and Specifications”, paragraph 3.7, kindly specify the spare parts which have been delivered in the framework of the contracts for the supply of trains, as well as the prices of the contractor responsible for the construction, in view of ensuring the correct costing of the maintenance services by the Bidders.

Response 117

The initially foreseen spare parts list for trains is included in the list of Annex A of the document entitled “Technical Description and Specifications” referring to the minimum spare parts, based on the contract for the Base Project, while a similar list also exists for Series II trains. See Chapter B, Clarification 6.

The financial data of the Former Contractors and the relevant terms and conditions with any suppliers of theirs are not available to ATTIKO METRO S.A..

Costing of the maintenance services constitutes the Bidders’ responsibility.

Question 118

With regard to the document entitled “Technical Description and Specifications”, paragraph 3.7, kindly specify the similarity percentage between the two series of the Rolling Stock of the Project, so as to ensure the correct costing the Offers.

Response 118

The two series of the Rolling Stock are provided by the same manufacturer (Hitachi Rail), have the same basic configuration (4 car-sets, articulated, with continuous interior corridor, with the same envelopes, dimensions and basic systems, similar interfaces with the traction, signaling and line trackwork systems etc.); however, the new trains are being designed and manufactured based on the revised applicable Standards. It is noted that the Detailed Final Design (DFD) for the initial trains has been prepared and approved in the last six (6) – year period.

Question 119

With regard to the document entitled “Technical Description and Specifications”, paragraph 5.1, kindly specify how the transfer of the technical know-how from the construction contractor to the O&M Contractor will be ensured and which will be ATTIKO METRO S.A.’s role in ensuring the maximum possible transfer of technical know-how, how this transfer will be ensured, e.g. by ensuring in writing the approval of the construction contractor and his personnel, which already exists.

Response 119

The quality of the technical know-how transfer from the Former Contractors to the Contractor is ensured through the training programs and the provisions of Article 2.8.4 of the document entitled “Technical Description and Specifications” and the requirements of the contracts signed with Former Contractors.

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Question 120

With regard to the document entitled “Technical Description and Specifications”, paragraph 5.1.2, kindly confirm that the maintenance manuals to be made available shall be reviewed and approved by ATTIKO METRO S.A. and shall comply with the specifications which have been set to this end for the execution of the maintenance to its highest level (heavy maintenance) and shall include the relevant spare parts lists with reference to the manufacturer and to the relevant item code.

Response 120

We hereby confirm that the maintenance manuals, the spare parts lists and the Material Submittal Sheets with reference to the type code to be delivered to the Contractor shall have been approved by ATTIKO METRO S.A.

Question 121

With regard to the document entitled “Technical Description and Specifications”, paragraph 5.1.5.2, kindly clarify whether the overall scope of the Contract also includes the repair cost further to vandalisms or graffiti and if there is a corresponding requirement applicable to the Bidders for keeping a crash repair kit.

Response 121

The repair cost further to vandalisms or graffiti shall be covered by the Contractor. As regards the existence of crash repair kits, applicable are Articles 2.8.2, 3.6.4, 9.1.4 and Annex A of the document entitled “Technical Description and Specifications”. There is no provision for a special crash repair kit.

Question 122

With regard to the document entitled “Technical Description and Specifications”, paragraph 5.3.3, kindly clarify whether AM has ensured the possibility of repairing the electronic equipment in the Depot of the Project. Kindly also specify which are the electronic units which should be exclusively repaired in facilities of the construction contractor outside the Project facilities and specify the corresponding item list per category of E/M equipment.

Response 122

At Pylea Depot, provision has been made for work crews for all technical scopes of the Project, while maintenance related staffing shall also include the respective personnel. However, since electronic equipment is provided for in many electromechanical and railway scopes and in many of them the operation of the electronic equipment concerns or is related –directly or indirectly- with the safety of operation, of the passengers and of the personnel, for those scopes (such as, for example, signaling, radio communications, PLCs of the tunnel ventilation switchboards or the control systems etc.) the electronic equipment shall be exclusively repaired or replaced by the initial suppliers (OEM), who shall also be responsible for the smooth and reliable operation of this equipment. The exact list of the items that can be repaired at the Depot by the Contractor’s personnel and of the items that can be repaired by the initial manufacturers (OEM) shall be developed and organized by the Contractor, in cooperation and with the concurrence of the Project Owner during the first year of the

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contract (Preparatory Period A' for the Base Project) and Preparatory Period B' for the Extension, respectively. Moreover, in the Project maintenance manuals to be delivered to the Contractor, there shall be clear reference to the electronic equipment to be required to be repaired / replaced by the initial suppliers / manufacturers.

Question 123

In the document entitled “Reliability, Availability, Maintainability and Safety (RAMS)”, paragraph 4.2, provision is made for a time frame of 2 years for the indicators demonstration period following the first 6 months from commissioning (also referred to as the period with light problems). Kindly specify the foreseen indicators demonstration period in the event that the relevant contractual targets are not met by the construction contractors.

Response 123

Valid shall be Article 4.2 of the document concerning the Reliability, Availability, Maintainability and Safety (RAMS) as regards the achievement period of the indicators. In case goals are not achieved, applicable shall be the provisions of the contracts signed with Former Contractors as regards the indicators, while no additional indicators demonstration period is foreseen. More specifically, see Response #104.

Question 124

In the document entitled “Reliability, Availability, Maintainability and Safety (RAMS)”, again in paragraph 4.2, during the time frame of 2 years for the indicators demonstration, it is foreseen that the O&M Contractor shall be under the obligation to record the findings. However, given that the O&M Contractor will not execute the maintenance of the systems, it is concluded that the recording of the incidents will be neither complete nor accurate. Kindly verify that the continuous presence of the O&M Contractor is foreseen in all the indicator reviews, as well as in the receipt of all the information material through FRACAS recording systems.

Response 124

We hereby confirm that the continuous presence of the Contractor is foreseen in all the indicator reviews, as well as in the receipt of all the information material through FRACAS recording systems. The cooperation between the Contractor and the Former Contractors for the receipt of the aforementioned information shall be achieved via ATTIKO METRO S.A. and in accordance with the provisions of article 6.3.2 of the Partnership Contract.

Question 125

In the document entitled “Reliability, Availability, Maintainability and Safety (RAMS)”, paragraph 4.2, reference is made to a 3-year guarantee. However, in the Technical Specifications, paragraph 2.2, reference is made to a 2.5-year guarantee. Kindly specify the correct and accurate duration of the guarantee.

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Response 125

See Response #112 above.

Question 126

In the document entitled “Reliability, Availability, Maintainability and Safety (RAMS)”, again in paragraph 4.2, reference is made to the assumption of the responsibility for a time period of 10 years in case of “design failure”. Kindly specify when precisely this period starts, what the exact content of this guarantee is and whether failures due to epidemic phenomena are covered.

Response 126

The starting point of this period specifying the design failure is the date of acceptance for use. More specifically, see Response #107 above.

Question 127

In the document entitled “Reliability, Availability, Maintainability and Safety (RAMS)”, paragraph 5.2, kindly specify the relevance between the monitoring period of the RAMS indicators and the guarantee period and clarify (a) whether the guarantee period will be prolonged if the RAMS targets are not met by the construction contractors and (b) if the same will apply for the two separate construction phases of the Project (Base Project and the extensions). Moreover, kindly also verify that the guarantee for the systems on board the trains will be fully valid with regard both to the E/M equipment and the Rolling Stock already delivered.

Response 127

See Responses #62, 104 and 112 above that concern both the Base Project and the Extension to Kalamaria.

Question 128

In the document entitled “Reliability, Availability, Maintainability and Safety (RAMS)”, also in paragraph 5.2, kindly clarify whether there are sensor arrangements in the trains of both Rolling Stock series with regard to the CBM application.

Response 128

Valid is the fact that there are sensors and a bulk of information / data / alarms / failures / etc. wirelessly transmitted to the OCC from both train series (I and II); however, the maintenance of the Rolling Stock has been organized based on specific procedures and at specific periods (or vehicle-kms) on the basis of which the foreseen preventive and corrective maintenance are carried out. Moreover, even more information concerning train systems can be recovered by using laptop at the Depot. However, there is no provision for the organization of maintenance to be automated based on data directly received from system operation sensors.

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Question 129

In the document entitled “Reliability, Availability, Maintainability and Safety (RAMS)”, in paragraph 5.4.4, kindly specify in which way ATTIKO METRO S.A. has possibly ensured the proper execution of the Service Level Agreements with the manufacturers and also kindly specify in detail the systems for which the conclusion of such Agreements is required.

Response 129

See Response #4 above. In Former Contractors contracts no provision is made for the conclusion of such Agreements (SLAs) with manufacturers/ suppliers for projects’ systems and equipment.

Question 130

In the document entitled “Reliability, Availability, Maintainability and Safety (RAMS)”, in paragraph 5.5.3, kindly clarify the content of this paragraph, given that it is in full contradiction with the relevant specifications document related to the Specifications for the Supply of Rolling Stock Series I and II (21.5) where the Rolling Stock manufacturer is required to provide spare parts for a minimum period of 15 years.

Response 130

There is no contradiction whatsoever. In the specifications of the contracts for the manufacturing of rolling stock provision is made for the requirement to ensure the availability of the spare parts in the market for a period of 15 years, as a minimum, after the warranty period. The spare parts falling within the scope of this contract are stated in article 2.8.2 of the document entitled “Technical Description and Specifications”.

Question 131

In the document entitled “Reliability, Availability, Maintainability and Safety (RAMS)”, in Annex 1, kindly clarify how the RAMS indicators will be adjusted if the construction contractor fails to meet them during the indicators monitoring period.

Response 131

See Responses #104 and #127 above.

Question 132

With regard to the Payments document, paragraph 2.1. Kindly specify the longest time period during which it is foreseen that there might be a delay in the commencement of the scheduled Revenue Service Period A and/or B.

Response 132

Applicable shall be the provisions of Article 6 of the Partnership Contract.

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Question 133

Kindly also clarify how the payments of the electric power consumption by the O&M Contractor will be checked, given that in due consideration of the long-term foreseen imbalances in the power supply market, it will not be possible to maintain at the same level the pre-estimated unit price throughout the entire duration of the execution of the Contract. In addition, we wish to bring to the attention of the Awarding Authority that based on the international experience in O&M Contracts of similar Metro systems where no O&M Contractor is involved in the design phase of the project, it arises that the owner of the fixed assets undertakes the obligation to pay off the specific cost. Kindly clarify what the position of ATTIKO METRO S.A. – being the Awarding Authority - on the subject contract will be in case of a major increase in the power consumption unit cost by the energy suppliers in Greece during the execution of the Contract after it has been awarded.

Response 133

The power supply cost is included in the budget of the contract and constitutes a basic term of the Tender which is not subject to any amendment after its publication.

Question 134

In cases of force majeure or in the event of an accident for which the O&M Contractor is not liable but for which a system design failure is ascertained, kindly clarify whether provision is made for a crash repair kit from the initial supporting materials, as well as who will undertake the repair cost in this case and what is the relevant provision which applies for the readjustment of the performance evaluation indicators and the relevant reductions of the availability payments.

Response 134

In relation to the existence of a crash repair kit, see Response #121 above.

Valid shall be the relevant provisions of term 10 of the Partnership Contract. Thus, the design failure of the system constitutes the Former Contractors' responsibility.

Question 135

Kindly communicate to us the train mobilization schedule for the trains which have already been delivered, given that they are idle for long in the train stabling area in the Depot.

Response 135

It is noted that these trains are operating on a daily basis in the framework of the tests which are being carried out, while the Contractor of the Base Project also implements the relevant train service readiness program, as required, if trains have not been put into revenue service.

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Question 136

Kindly clarify whether the technical manuals transmitted to us in the framework of the communicated additional information (as per paragraph 2.1.5 of the Invitation to Tender) are the final ones, given that significant deviations were noted as compared to the technical specifications of the supply. Additionally, kindly clarify the relevant provision, if any, on the part of ATTIKO METRO S.A. – as the Awarding Authority – concerning the introduction of corrective actions on the part of ATTIKO METRO S.A. in the event that the technical information is not correctly depicted in terms of material manufacturers, material codes, description of maintenance works up to the completion of the overhaul, training technical manuals, etc., as well as whether the signing of the final acceptance protocol of the systems also constitutes the acceptance of the quality of the technical manuals by ATTIKO METRO S.A., being the Awarding Authority.

Response 136

Deviations from the technical specifications of the construction/procurement contracts of Former Contractors may exist and are cumulatively covered by recorded Technical Deviations or Field Changes of those contracts.

The final operation and maintenance manuals of the Project shall have been reviewed and approved by ATTIKO METRO S.A. and shall be made available to the Contractor. In the event that significant deviations are noted between both the hard copies & the electronic documentation (as-built drawings, electronic PMIS files, operation and maintenance manuals, etc.) and the actual condition to an extent that operation and maintenance are affected, then the respective Former Contractors shall be called upon to reinstate the deviation within the warranty period prior to the Final Acceptance of the Project.

The signing of the Final Acceptance Protocol of the systems indeed proves the acceptance of the technical manuals quality on the part of ATTIKO METRO S.A., being the Awarding Authority.

Question 137

In line with article 2.4.3.1 “Content of the Technical Offer”, the sub-folder A2.1 “ORGANIZATIONAL CHART” is submitted: Bidders shall submit Curriculum Vitae for the key positions of the Contractor personnel (19 persons), in line with the requirements (as regards training and experience) of term 2.8.3.2 and annex D of the document entitled “Technical Description and Specifications. In article 2.2.9.2 “Means of Evidence”, clause B9 “Back-up documentation of Sub-folder A2.1 (organization chart) of the Technical Offer stipulated in article 2.4.3.1, it is stated that: “In case the personnel, proposed by the Bidder in the organization chart included in the Technical Offer for the key positions, do not belong to the Bidder himself, the following documentation must also be submitted:

- A decision issued by the competent statutory body (only in case the person to be made available belongs to a legal entity) stating that:

“We shall approve the availability to (name of the Bidder) of (name of the person made available) as (state in detail the position). We explicitly commit ourselves to make available to the aforementioned Bidder this specific person for the execution of the Contract, provided that the Contract is awarded to him”.

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The aforementioned Decision of the statutory body shall necessarily be accompanied by a Legal Statement of the person made available stating that:

“I accept my availability to..... (name of the Bidder) as a (indicate the precise position), as it results from Decision No. (indicate the Statutory Body Decision details) made by (indicate the corporate title of the legal entity)”.

- A Legal Statement (only in case the person made available is a physical entity) in which the person shall state that:

“I explicitly commit myself that I shall be available (name of the Bidder) in my capacity as (indicate the precise position) for the execution of the Contract, provided that the Contract is awarded to him”.

Based on the above, it is understood that in order to prove the availability of this personnel the above statements made by both parties (Bidders and proposed personnel as stated in the organizational chart) suffice, as well as that this cooperation is not considered to be a fact of “reliance on third party competence” or “Subcontracting”.

Therefore, it is understood that the persons made available, i.e. the personnel of the Organization Chart, which do not belong to the same bidder and who fill in the organizational chart A2.1, are not required to complete and submit the ESPD and the remaining back up documentation that the third parties are required to submit, except for those documents which are strictly described in clause B.9. Kindly confirm.

Response 137

Confirmed.

Question 138

Payments Documents AKPIs

Could you please confirm that the only AKPI's that may lead to deductions are listed in the table pp. 77-79?

Response 138

The cases in which a deduction to the availability payments shall be applied are thoroughly determined in Article 4.1 of the Payments Document which concerns the high criticality KPIs, while applicable shall also be the KPI importance percentages in the AKPIs, as these are presented in articles 4.2 and 4.3 of the same document.

Question 139

Payments Documents_ Maintenance KPIs

Could you please confirm that the Contractor will not be subject deductions on KPI's that are under the control of the Works Contractors for as long as they are responsible for preventive or corrective maintenance?

Such KPI's are all 'Accessibility KPI's' (3.1, 3.2, 3.3, 3.4, 3.5), other KPI's highly dependent on the availability of the systems (6.1, 9.5) or the activities of the maintainer itself (7.1, 7.2).

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Response 139

The terms of the Contract are clear. Indicatively but not exhaustively kindly refer to term 10 of the Contract. In line with term 2.4.2 of the Payments Document, ATTIKO METRO S.A. shall decide on whether a deduction to the availability payment of the Contractor is necessary and shall advise the Contractor so that he proceeds with the relevant reduction in the account to be submitted within the current month, in line with paragraph 2.4.3 of the same document.

Question 140

Payments Documents_ Grace Period during defect liability period

Could you please confirm that the Contractor will be relieved from deductions in case a non-performance of any KPI has been caused by design issues, lack of maintenance or latent defects of equipment for as long as the Works Contractors are responsible for preventive or corrective maintenance?

Response 140

The terms of the Contract are clear. By way of example and not exhaustively, we hereby refer to term 10 of the Partnership Contract.

Question 141

Payments Documents_ Excused Events

Could you please confirm that the Contractor shall be relieved from deductions when the root cause of a KPI failure is due to the action of a third party (a passenger, an authority, an energy supplier...) on which the Contractor cannot have any influence?

Response 141

The terms of the Contract are clear in relation to the issue that needs to be clarified in this question. By way of example and not exhaustively, we hereby refer to term 10 and term 39 of the Partnership Contract about the Liabilities for Related Entities.

Question 142

Payments Documents_ Vehicle-km

Could you please provide an exact definition of this KPI? Please specify if non-revenue km are included in the calculation or not.

Response 142

As regards the calculation of the specific indicator, valid shall be calculation A.10 of Article 3.6 and the detailed calculation of Article 3.7 of the Payments Document, without taking into consideration non-travelled vehicle-km. More specifically, the vehicle-km concern revenue service without any service movements of trains (reversing, movement to/from the depot, testing, etc.).

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Question 143

Payments Documents_ Minimal delay

Could you please clarify what would be the minimal threshold of a delay?

More specifically please clarify the definition of a ‘train operating on schedule’ (KPI 2.2) as well as its relation with KPI 2.1 and the definition of “Delay” in ANNEX 1.

In our experience, the minimal delay is a headway measured at the terminus.

Response 143

The terms of the Payments Document and its Annexes are clear as to the method of calculating the aforesaid Key Performance Indicators.

Question 144

Payments Documents_ Full operational readiness

In KPI Regularity of trains (2.3) could you please clarify the definition of a train in a “state of full operational readiness”?

Response 144

The term “State of Full Operational Readiness” means the state of a train to be put immediately into revenue service upon receipt of the relevant order by the OCC.

Question 145

Payments Documents_ Website

Could you please clarify how the KPI A.20 Website information will be calculated?

Response 145

In line with term 3.7 of the Payments Document, KPI A.20 “Website Information” is calculated through a specific Questionnaire (“Website Information Evaluation Form”), further to a pertinent inspection of the Contractor’s website. Through the aforesaid form, the inspector evaluates the provision of basic information to the public, through the subject website. For example, the access to basic information about trips, tickets and cards, as well as to general information relating to the passengers’ information and provision of services shall be evaluated, through targeted questions.

The “Website Information Evaluation Form” along with the remaining inspection documentation shall be communicated to the Contractor upon the Contract signing.

Question 146

Payments Documents_ Systems’ Technical Availability

Please clarify the definition of the "System" and how downtime of the "System" is calculated and how it relates to the subsystems listed in table A.27?

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Response 146

In this article, the terms “system” and “sub-system” (a term referred to in the question) coincide.

In line with term 3.7 of the Payments Document, as regards the way the “System” downtime hours are calculated, in some cases the system itself (e.g. signaling system) automatically provides information regarding the downtime due to failure. However, in most cases the systems, in which failures occur, transmit to the control systems of the OCC the foreseen signals (alarms, failures), these are recorded by the controllers and the same process is carried out for their repair. This information is entered into the FRACAS system, wherefrom the downtime hours and rates (and hence the resulting availability rates) of each system are calculated.

All information entered into the FRACAS system will be controlled by the operator / maintainer as to the validity and the actual effect on the availability of each system.

Question 147

Payments Documents_ Buildings’ Maintenance

Could you please clarify in more detail how this KPI will be assessed (ie how irregularities are defined)?

In our experience, a common way to assess this performance is to verify if inspections have been performed as per schedule.

Response 147

In line with term 3.7 of the Payments Document, the indicator "Building’s Maintenance" records the number of cases in which irregularities were identified in the maintained fixed assets during an inspection through the completion of the "Record - Monitoring Form of non-compliance of maintenance of buildings and other fixed assets".

The "Record - Monitoring Form of non-compliance of maintenance of buildings and other fixed assets”, along with the remaining documentation, shall be communicated to the Contractor upon the Contract signing.

Question 148

Payments Documents_ Supervision of foreseen maintenance activities

Could you please clarify what is meant by irregularities in performing the maintenance activities?

In our experience, it is important to leave some flexibility (usually 10-15%) to the Contractor to slightly delay non critical preventive maintenance to allow urgent corrective maintenance due to safety reasons or other important matters (e.g. testing and commissioning of the extension).

Response 148

In line with term 3.6 of the Payments Document, the term “irregularities in performing the foreseen maintenance activities” refers to the general deviations in the performance, on the

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part of the Contractor, of the maintenance activities foreseen in the contract. The value of the indicator is extracted using the automated system for monitoring and informing about the progress of maintenance activities.

Question 149

Payments Documents_ Case of cyber security violations

Could you please confirm that this KPI only applies to real-time systems (as opposed to business systems such as the ERP and MMIS)?

Response 149

The Cases of Cyber Security Violations concern both the operation systems of the Metro and the supporting systems, i.e. ERP, FRACAS, MMIS, etc.

Question 150

Can you please give a definition for “Availability of Services” used in the Payments Document in paragraph 2.2.2?

Response 150

It consists in the commencement of providing the Commercial Revenue Services, in line with the relevant term of the Partnership Contract.

Question 151

In the Payments Document paragraph 2.4.3, should we read “the first 10 days of each calendar month” instead of “the first 10 months of each calendar month”.

Response 151

In accordance with term 2.1.6 of the Invitation to Tender, in case of discrepancies among the sections of the documents of the contract that have been compiled in more languages, then the Greek version shall prevail.

Question 152

The ITT provides (art. 2.2.1, section 2) that *“in any case, the Members fulfilling the technical competence related criteria, as regards the operation of the Thessaloniki Metro, shall keep a participation percentage of at least twenty five per cent (25%) in the share capital of the Special Purpose Company”*. Please confirm that, in case the technical and professional competence criteria under sections 2.2.6.1 and 2.2.6.2 of the ITT will be fulfilled by more than one member of an association of economic operators, the participation percentage of 25% may be possessed jointly by the consortium members fulfilling the criteria and NOT necessarily by each single undertaking fulfilling the mentioned criteria.

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Response 152

It is clarified that in line with the term 2.2.6.1 of the Invitation to Tender, the operation-related experience is not covered cumulatively and the member possessing such an experience is required to keep at least a percentage of twenty five per cent (25%) in the share capital of the Special Purpose Company.

Question 153

Please confirm that, should the technical and professional competence under section 2.2.6 of the ITT be fulfilled through relying on the third-party competence, the participation percentage in the Special Purpose Company, provided by article 2.2.1, section 2, of the ITT, shall be kept by the bidder and not by the third party which lends its experience to the latter.

Response 153

Term 2.2.8.1 of the Invitation to Tender is clear.

Question 154

Please confirm that, pursuant to section 2.2.6 of the ITT, also an association of economic operators, in which the technical and professional competence is fulfilled by one member of the association only, is entitled to participate in the tender and is legitimate, under the tender rules, to submit its bid.

Response 154

Terms 2.2.6 and 2.2.8 of the Invitation to Tender are clear.

Question 155

Please confirm that the reference in art. 2.2.6.1. ITT that bidder experience in operating one or more automatic metro lines may derive from the bidder's participation in a previous "association of natural persons or economic operators" in which the candidate participated with at least 50%, also apply to a majoritarian participation of the bidder in a subsidiary company (i.e. with more than 50% of the shares of the company belonging to the bidder).

Response 155

Term 2.2.6.1 of the Invitation to Tender is clear as to the fact that the experience of a subsidiary of the Bidder is not acceptable.

Question 156

Please confirm that the appointment of the Common Representative, namely “the representative of an Association of Persons or Economic Operators duly authorized”, is not

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mandatory at the bid stage and, therefore, an association of economic operators can appoint the Common Representative also before the signature of the PPP contract.

If not, please specify if the appointment of the Common Representative must be undertaken, before the deadline for bid submission, by the members of the association of economic operators which grant mandate to one member (named Common Representative) which will act as representative of the association in front of Attiko Metro.

Response 156

Term 2.2.9.2 (B.6) of the Invitation to Tender is clear as to the fact that appointing a Common Representative is not mandatory before the expiry of the deadline for the submission of the offer, on condition the offer of the Bidder is signed by the legal representatives of all Members of the Association of Persons or economic operators.

Question 157

Article 2.4.1 of the ITT provides that, in case of offer submitted by an Association of Persons or Economic Operators, it “*shall necessarily indicate the extent and the kind of participation of each Member of the Association, as well as the Common Representative*”.

Please specify if the extent and type of participation shall be declared in the ESPD only or also in other documents (e.g.: a general presentation of the association, to potentially enclose to the Sub-Folder A).

Response 157

It is clarified that the extent and type of participation of each member shall be declared shall be only declared in the ESPD.

Question 158

Under ITT article 2.4.1, the offer shall be submitted in Greek. We kindly ask you to confirm that it is allowed for the Bidder to submit its offer in English with sworn translation into Greek.

If yes, please also confirm that the sworn translation can be certified according to the regulations applicable in the Member State where the Bidder has its registered office.

Response 158

Term 2.1.6 of the Invitation to Tender is clear as regards the issues that need to be clarified in this question.

Question 159

According to section 2.2.8.2 of the ITT, “*the Bidder states in his offer the part of the contract that he intends to award - in the form of subcontracting work to third parties, as well as the sub-contractors that he proposes, in case he is aware of it in the current phase*”.

Given the above, please confirm that:

- the Bidder is entitled, within its offer, to state the intention to award part of the activities of the PPP Contract, without providing the name(s) of the potential subcontractor(s);

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- in case of offer submitted by an association of persons or of economic operators, it is sufficient that just one member of the association will state in the ESPD the intention to sub-contract part of the Contract.

Response 159

Term 2.2.8.2 of the Invitation to Tender is clear.

Question 160

Please confirm that, in the event the Bidder will rely on the competence of other entities, the economic operator lending the experience shall enclose to the bid following documentation:

- Its own ESPD, digitally signed by the legal representative;
- The legal statement under section 2.4.3.c) of the ITT, where the economic operator agrees with the terms and conditions of the Invitation to Tender and the applicable legislation.

Response 160

Confirmed.

Question 161

TECHNICAL DESCRIPTION OF SPECIFICATIONS / 2.8.2

Can Attiko Metro please confirm that the cost of the spare parts, consumables and special tools will be borne by Attiko Metro during the 11 years of duration of the Contract?

Response 161

In line with articles 2.8.2 and 5.1.4 of the document entitled “Technical Description and Specifications”, the cost for replacing the above, after the period of mandatory maintenance by the Former Contractors, shall be covered by the Contractor.

Question 162

PARTNERSHIP CONTRACT / ARTICLE 16.2

During the Preparatory Period, will the Contractor have a full access to the depot facility? Do Attiko Metro intend to have the Contractor setting up its offices and teams within the Depot facility during the Preparatory Period?

Response 162

The access, depending on the project needs, shall be examined in line with the provisions of term 16.1 of the Partnership Contract.

CLARIFICATIONS DOCUMENT

Question 163

PARTNERSHIP CONTRACT / ARTICLE 21

Does the Contractor pay the electricity consumption during the Preparatory Period?

Response 163

During the Preparatory Period A' and the Preparatory Period B', the Contractor shall bear the cost of the power supply for Facilities and Equipment of the Base Project and for Facilities and Equipment of the Extension, respectively.

Question 164

PARTNERSHIP CONTRACT / ARTICLE 16

Did Attiko Metro include any rating of the asset transferred to the Contractors as part of the "Acceptance Protocol"? Are operators permitted to record asset condition during handover, and can Attiko Metro advise on how this will be responded to?

Response 164

Any assessment / inventory of the condition to which delivered for use are the individual items of the Acceptance – Delivery Protocol does not constitute an item of the Acceptance – Delivery Protocol, unless ATTIKO METRO S.A. and the Contractor reach an agreement, especially as regards individual items/parts of the Delivery – Acceptance Protocol, taking into consideration that they should be – in any case – certified in advance, as foreseen in term 16.3 of the Partnership Contract.

Question 165

INVITATION TO TENDER / 1.3.3

Can Attiko Metro please confirm our understanding that the total contract duration is 11 years including 12 months for the Preparatory Period and 10 years for the Commercial Revenue Period? Can Attiko Metro please also confirm the following: - If Attiko Metro decides that the Preparatory Period A' will last more than twelve (12) months, the Commercial Revenue Period will be consequently reduced in time? - If Attiko Metro decides that the Preparatory Period A' will last more than twelve (12) months, the Contractor cannot change its financial offer for the cost of the Preparatory Period A'? - If Attiko Metro decides to that the Preparatory Period A' will last more than twelve (12) months, the Contractor will readjust the amount of the yearly Availability Payment to reflect the reduced time of the Commercial Revenue Period while keeping the same NPV (increasing annual payments and reducing payment duration)?

Response 165

Terms 1.3.3.1 and 1.3.3.2 of the Invitation to Tender are clear.

CLARIFICATIONS DOCUMENT

Question 166

TECHNICAL DESCRIPTION AND SPECIFICATIONS / 2.8.3.1

Can Attiko Metro please confirm the date of issuance of the Completion Certificate of all Base Project works? It is required for the Contractor to be able to prepare and cost the maintenance activities to be performed by the Contractor (vs. The maintenance activities to be performed by Contractor for the construction of the Thessaloniki Metro Base Line). Can Attiko Metro please confirm the date of issuance of the Completion Certificate of all works related to the Extension to Kalamaria? It is required for the Contractor to be able to prepare and cost the maintenance activities to be performed by the Contractor.

Response 166

Valid shall be the provisions of Article 6 of the Partnership Contract and Article 1.3.3 of the Invitation to Tender.

Question 167

PARTNERSHIP CONTRACT / ARTICLE 21

The electricity consumption expenses shall be borne by the Contractor. Can Attiko Metro please provide the report on a 3 consumption model of the train services and of all the buildings (stations & depot)?

Response 167

See response #5 above.

Question 168

PARTNERSHIP CONTRACT / ARTICLE 21

Energy price in Europe are fluctuating rapidly and under events that are not in control of an O&M company. Can Attiko Metro please provide some mechanism that will make it possible to price with a reasonable certainty?

Response 168

ATTIKO METRO S.A. does not intend to provide such a mechanism.

Question 169

PAYMENTS DOCUMENT

KPIs related to asset availability should exclude in their calculations: > Overhaul programs > Major repairs due to 3rd party responsibility > Unavailability of spares due to Vendor delays when no alternative is available (warranty, specific OEM spares, safety spares). > Asset replacement programs Can Attiko Metro please approve excluding the activities above from the availability KPIs calculation?

CLARIFICATIONS DOCUMENT

Response 169

The indicators of the Payments Document are applicable as they are.

Question 170

PAYMENTS DOCUMENT

KPIs related to the performance and maintenance of the different equipment (AKPI 3 Accessibility - all, AKPI 4.1 Availability of PIS, AKPI 6 Reliability, AKPI 7 maintenance - all, AKPI 9.5 availability of CCTV), are related to the performance of the contractors equipment and the contractors maintenance for the 3 years after handing over the equipment. We suggest that the KPI regime penalty should start only after taking over all maintenance activities. Can Attiko Metro please confirm that this is acceptable?

Response 170

The relevant terms remain as they are.

Question 171

PAYMENTS DOCUMENT

KPI A13 and A14 are related to the Fare Collection System whose contractor is not yet defined. The target of these KPIs are high and depend widely of the quality of the equipment and the availability of spares. The value should be defined after the RAMS demonstration and when knowing the capacities of the supplier's supply chain. Can Attiko Metro please confirm that this is acceptable?

Response 171

Valid, as they stand, shall be indicators A13 and A14, Article 4.1 of the Payments Document and Article 2.2 of the document entitled “Technical Description and Specifications”.

Question 172

PAYMENTS DOCUMENT

AKPI 6 Systems Technical Availability. These 14 KPIs have very high targets (probably theoretical RAMS targets), for which a maximum penalty will be applied if only one of them is not. In reality, theoretical availability is reduced by: > real availability of the contractors equipment > prioritization of maintenance to meet customer targets > availability of spares / repair of spares by the vendor In the end, the customer facing assets are prioritized to deliver the best service to the customers, what is covered by AKPIs 2, 3, 4 and 9.5. We propose that these KPIs are for reporting and as an advance indicator of asset performances without been penalized. Can Attiko Metro please confirm that this is acceptable?

Response 172

The specific terms remain as they are.

CLARIFICATIONS DOCUMENT

Question 173

PAYMENTS DOCUMENT

AKPI 7.1 (also KPI B.2) Building Maintenance -"For determining the specific KPI, the progress of building maintenance works shall be evaluated based on inspection". This KPI is very subjective and can lead to unilateral decisions to penalize. We propose that this KPI should be commonly defined and agreed at a later stage. The maximum penalty for this KPI of 5%, which is very high when it has no direct impact on the quality of the service provided. We propose that it should be reduced to 1% maximum. Can Attiko Metro please confirm that this is acceptable?

Response 173

The specific terms remain as they are.

Question 174

PAYMENTS DOCUMENT

AKPI 7.2 (also KPI B.4) Supervision of unforeseen maintenance activities. "For determining the specific KPI, the progress of the foreseen maintenance works shall be evaluated based on inspection". The maximum penalty for this KPI of 5%, which is very high when it has no direct impact on the quality of the service provided. We propose that these KPIs are for reporting and as an advance indicator of asset performances without been penalized. Can Attiko Metro please confirm that this is acceptable?

Response 174

The specific terms remain as they are.

Question 175

Reliability, Availability, Maintainability and Safety (RAMS) - §3.5.4

"For large complex repairable equipment which becomes obsolescent, it is expected that the Contractor shall demand from the Equipment Supplier or from an appointed by him party to commit for the support of the corrective maintenance process during the remaining project duration through a Service Level Agreements (SLA)." We need to know the terms and conditions of the contract between Attiko Metro and the constructors regarding warranty, guarantee, spares supply, obsolescence management (especially Rolling Stock, Signaling, Fare Collection Systems, High and Low voltage systems) to be able to define the scope of the required SLA. Can Attiko Metro please make this information available to Interested Parties?

Response 175

See Responses #4, 64 and 129 above.

CLARIFICATIONS DOCUMENT

Question 176

TECHNICAL DESCRIPTION AND SPECIFICATIONS / ANNEX A

The list of spares should be based on the actual RAMS of the systems, experience and time-to-repair. If the constructors assumptions are wrong and spare part quantity need to be increased, especially rotating spare parts, will Attiko Metro pay for the purchase of those extra spare parts?

Response 176

See Chapter B, Clarification 6. This will be the number of spare parts that will be delivered by ATTIKO METRO S.A. to the Contractor after the completion of the warranty period. There will be no further contribution on the part of ATTIKO METRO S.A. to the cost of the spare parts that will be needed to meet the requirements of the works and the respective maintenance manuals in order to secure the required levels of performance and efficiency of any item of equipment and systems.

Question 177

TECHNICAL DESCRIPTION AND SPECIFICATIONS / ANNEX A

The list of spare parts in Annex A seems to be incomplete (e.g. a few thousands different parts are required to maintain rolling stock). Will Attiko Metro please ensure that all contractors will supply all of the required spares in sufficient quantities?

Response 177

See Response #176 above.

Question 178

TECHNICAL DESCRIPTION AND SPECIFICATIONS / ANNEX A

"Tunnel Ventilation and HVAC Systems. A sufficient number of main spare parts shall be provided in order to ensure the availability and safe and reliable operation of all ventilation and HVAC systems mentioned in the following specifications." This seems to be subject to interpretation and prone to the risk of insufficient spare parts to maintain the systems to the required performance. Can Attiko Metro please specify if a discussion will be opened in order to ensure the sufficient level of spare parts to maintain the system at the required performance level for the next 10 years?

Response 178

See Responses #161 and #176 above.

CLARIFICATIONS DOCUMENT

Question 179

TECHNICAL DESCRIPTION AND SPECIFICATIONS / ANNEX A

The rotating assets are missing in the spare part lists and others are in an insufficient number (e.g. wheelsets trailer: 2 units). Will Attiko Metro supply the complementary rotating assets needed for an efficient operation and maintenance of the Thessaloniki Metro?

Response 179

See Responses #161 and #176 above.

Question 180

TECHNICAL DESCRIPTION AND SPECIFICATIONS / PAGE 227

"Telecommunications: The Contractor is responsible for the supply of spare parts in accordance with the General Specification requirements, document T_DP15100."- Can Attiko Metro please provide document T_DP15100.

Response 180

See Chapter B, Clarification 8.

Document T_DP15100 shall be made available to the Contractor upon the signing of the Delivery - Acceptance Protocol and the delivery - acceptance of the Project Log, as specified in Article 16.3 of the Partnership Contract. However, the documents, which are necessary for the provision of the Contractor's services prior to the delivery-acceptance of the Project Log, shall be made available to the Contractor after the Contract signing.

Question 181

TECHNICAL DESCRIPTION AND SPECIFICATIONS / ANNEX B

There is no rail grinding machine in the list of depot equipment. What is the philosophy of Attiko Metro regarding rail grinding?

Response 181

It is not foreseen that ATTIKO METRO S.A. will deliver to the Contractor a rail grinding machine. This is the Contractor's responsibility, to the extent it is associated with the fulfillment of his obligations deriving from the Contract.

Question 182

GENERAL

Can Attiko Metro please advise if there is an obsolescence management plan for different systems such as Tetra, CCTV, and PIS? How will obsolescence be treated knowing that the choice of its systems goes back several years?

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Response 182

See Response #64 above. In addition, the selection of the systems that were finally installed was made in the last 6-year period. In any case, the availability of spare parts is secured for 15 years after the acceptance for use – commissioning.

Question 183

TECHNICAL DESCRIPTION AND SPECIFICATIONS / 2.8.4

Can Attiko Metro please provide the current training plan for the maintenance of low current systems (Tetra Radio, PI, PA, Intercom, CCTV, and Automatic Fare collection system)?

Response 183

See Response #101 above.

Question 184

GENERAL

Can Attiko Metro please describe how you envisage interoperability between the metro and the bus network (e.g. Automatic fare Collection System, passenger information, connections)?

Response 184

This system for the Base Project is initially anticipated to operate independently from the remaining modes of public transport until the centralized fare system of the city is completed. The Kalamaria Extension's fare system will be connected and will be fully compatible and interoperable with that of the Base Project, wherefrom the connection to the city's central fare system and to the banks (for the use of credit cards) will be implemented.

The Metro Operation Company will provide information to the public about trips, tickets, etc., as required.

Question 185

GENERAL

Have draft maintenance contracts been proposed by suppliers of low current systems (e.g. Tetra, PIS, PA, intercom)? If yes, could Attiko Metro please provide them in the bid data room?

Response 185

See Responses #4, 64 and 129 above.

CLARIFICATIONS DOCUMENT

Question 186

GENERAL

Ticket offices at all stations are open on a daily basis (7 days a week) between 07:00 and 19:00. Schedule F, Contractor's Staffing Table provides for only 17 ticket sellers. This does not cover all of the needs, should Interested parties consider that only the major stations are able to offer ticket sales?

Response 186

Five (5) main stations of the Base Project and two (2) main stations of the Extension to Kalamaria will provide ticket sales' facilities. The aforesaid Stations shall be indicated by ATTIKO METRO S.A. prior to the commencement of the Revenue Service and this might be revised during the revenue service, on an as-needed basis.

Question 187

GENERAL

Can Attiko Metro please confirm that the Contractor does not have to provide uniform to the staff? Does Attiko Metro plan to provide uniforms to operational and maintenance staff?

Response 187

All obligations related to the personnel shall be borne by the Contractor.

Question 188

GENERAL

Can Attiko Metro please confirm the spare parts provided during the Preparatory Period will be sufficient to at least 1 year of operations and maintenance? This mirrors the hand back requirements.

Response 188

The spare parts for preventive maintenance for one (1) year, after the acceptance for use and commissioning will be provided by the contractors responsible for the construction of these works. Spare parts for corrective maintenance during the warranty period will also be provided by the contractors responsible for the construction of these works. ATTIKO METRO S.A. will then deliver to the Contractor the main spare parts, whose preliminary list is included in the Document entitled “Technical Description and Specifications” - Annex A; the final revised list of spare parts based on the overall approved RAMS designs as well as the spare parts themselves will be provided to the Contractor. All remaining spare parts during the period of this Contract shall be borne by the Contractor.

See also Response #176 above.

CLARIFICATIONS DOCUMENT

Question 189

GENERAL

Can Attiko Metro please provide the spare parts price list to Interested parties and confirm that the mechanism that will be in place to ensure this pricing will be the same for all Bidders?

Response 189

See Response #176 above.

Question 190

TECHNICAL DESCRIPTION AND SPECIFICATIONS

Description of the Base Project - "The scope of the Base Project also includes the Electromechanical and Railway Systems required in the framework of the Project" Can Attiko Metro please confirm that systems 1 to 39 described in section "3.8 Electromechanical and Railway Systems" have already been provided by constructors? And, can Attiko Metro please confirm what is expected from the Contractor to maintain and operate these systems?

Response 190

The aforementioned systems and required documents will be delivered to the Contractor upon the signing of the delivery - acceptance protocol, in line with article 6 of the Partnership Contract.

Question 191

TECHNICAL DESCRIPTION AND SPECIFICATIONS

Technical Description and Specifications, 2.8.7 Information Technology Infrastructure – IT-ERP Information System - "The IT-ERP system shall be also connected to AM information system which is installed at the Depot and satisfies its corporate – management needs" Technical Description and Specifications, 4.6.2 Operational requirements - "In addition, it should be compatible with the existing software that has been provided either in the framework of the Thessaloniki Metro or via investments made by the Operation Company on other software and should maximize their value in the framework of integrating all Operation Company procedures. [...] The IT-ERP system shall also be connected with the existing system and network of servers and PCs of AM in the Depot." p.125 Can Attiko Metro please describe the systems already existing in the depot?

Response 191

All technical data of the systems that have been installed in the Depot and are requested shall be made available to the Contractor upon the signing of the Delivery - Acceptance Protocol and the delivery - acceptance of the Project Log, as specified in Article 16.3 of the Partnership Contract. However, the data, which are necessary for the provision of the Contractor's services prior to the delivery-acceptance of the Project Log, shall be made available to the Contractor after the Contract signing.

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Before implementing the (IT-ERP) system, the Contractor should prepare a design on the basis of all data received from current systems and software applications, so that the new system can ensure smooth operation of maintenance by the Contractor.

Question 192

TECHNICAL DESCRIPTION AND SPECIFICATIONS / 2.8.8

Who is responsible for operating and maintaining the FRACAS system?

Response 192

Upon signing of the delivery – acceptance protocol, the Contractor will be responsible. Until then, the responsibility lies with the respective construction contractor. It is self-evident that during the warranty period any problems that may emerge will be resolved by the construction contractors.

Question 193

TECHNICAL DESCRIPTION AND SPECIFICATIONS

Technical Description and Specifications, General technology (IT/OT) Can Attiko Metro please provide Interested parties with diagrams of the existing office data network for the Pyrea depot and all stations that includes RJ-45 connection points and patch panels?

Response 193

All requested technical data shall be made available to the Contractor upon the signing of the Delivery - Acceptance Protocol and the delivery - acceptance of the Project Log, as specified in Article 16.3 of the Partnership Contract. However, the data, which are necessary for the provision of the Contractor's services prior to the delivery-acceptance of the Project Log, shall be made available to the Contractor after the Contract signing.

Question 194

TECHNICAL DESCRIPTION AND SPECIFICATIONS / 7.4

"These security measures should prevent, identify and reduce risks, such as unauthorized access to information, unauthorized modifications of system settings, intentional or unintentional destruction of data, whether these originate from inner or outer factors." Can this list of cyber threats be completed by the Contractor In order to add more specific risks related to railway transportation system for instance.

Response 194

The requested detailed list should be compiled by the Contractor, since as referred to in article 7.4.H of the document entitled “Technical Description and Specifications”:

“...The Contractor should take all necessary actions in order to protect the automatic control systems (including BACS, PRCS, ICCS, PLCs, RTUs, EM, etc.) both in the Project as well as in the trains and in the auxiliary information systems (including server operational

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systems, data bases, work stations, software applications, network equipment, cabling, etc.) by applying an efficient Information Security Life Cycle which will be based on a business risk management approach with clearly set roles, responsibilities, policies etc. and security procedures which should be adhered to during the operation of the infrastructure”.

In addition, it is clarified that “..the auxiliary information systems (including server operational systems, data bases, work stations, software applications, network equipment, cabling, etc.)”, referred to in the same article of the document entitled “Technical Description and Specifications”, also include the central auxiliary information system IT-ERP, described in article 2.8.7 of the aforesaid document.

Question 195

TECHNICAL DESCRIPTION AND SPECIFICATIONS / 7.4

"At the same time, the proposed security measures should provide the option for complete recording of actions and for incident monitoring in view of addressing problems and any safety incidents on time." What is the expected level of service of the recording capabilities and incident monitoring? Is this option intended to cover only railway systems?

Response 195

All requested technical data shall be made available to the Contractor upon the signing of the Delivery - Acceptance Protocol and the delivery - acceptance of the Project Log, as specified in Article 16.3 of the Partnership Contract. However, the data, which are necessary for the provision of the Contractor's services prior to the delivery-acceptance of the Project Log, shall be made available to the Contractor after the Contract signing.

As regards the systems' covering, see Response #194 above.

Question 196

TECHNICAL DESCRIPTION AND SPECIFICATIONS / 7.4

"The Contractor should take all necessary actions in order to protect the automatic control systems (including BACS, PRCS, ICCS, PLCs, RTUs, EM, etc.) both in the Project as well as in the trains and in the auxiliary information systems (including server operational systems, data bases, work stations, software applications, network equipment, cabling, etc.) by applying an efficient Information Security Life Cycle which will be based on a business risk management approach with clearly set roles, responsibilities, policies etc. and security procedures which should be adhered to during the operation of the infrastructure." Can Attiko Metro please provide Interested parties with documentation (functional and technical requirements, architecture description) for the listed systems? Are there any cybersecurity studies performed by the providers of these systems? If yes, is it possible to have access to these documents? For the deployment of Policies and Standards for the listed systems, we propose to base the analysis on IEC 62443 standard. Are there any additional standards required/needed?

Response 196

There are no cybersecurity designs available prepared by the suppliers of those systems. The Standards to be required for the development of cyber-security policies and standards,

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as required by the document entitled “Technical Description and Specifications”, will be proposed by the Contractor and shall be approved by ATTIKO METRO S.A. and are not confined to the aforementioned standard IEC 62443.

Question 197

TECHNICAL DESCRIPTION AND SPECIFICATIONS / 7.4

"Risk Assessment & Risk Management Framework o General Security Requirements of Compliance with International Standards, Optimum Practices and Regulatory Framework o Development of Information Security Management System" Does Attiko Metro prefer or recommend any standards? - Risk assessment ISO 27005. Is there any Greek standard for Risk Analysis ? - For the development of Information Security Management System, ISO 27001 is the most appropriate standard for us. - Could Attiko Metro please provide Interested parties with more clarification about security standard (e.g. ISO27001, NIST)? - Which methodology did Attiko Metro use for risk assessment analysis (e.g. MEHARI, EBIOS)? - Which are the international standards and regulatory framework we shall comply with? - Are there any specification about national regulatory laws?

Response 197

See Responses #194 and 196 above. The Contractor will recommend - for approval by ATTIKO METRO S.A. - the methodology and the international standards to be followed.

Question 198

TECHNICAL DESCRIPTION AND SPECIFICATIONS / 7.4

"Independent Security Assessment, Training and Certification o Independent Technical Audit & Security Assessment o Training and Awareness Raising of Personnel on Security related Issues o Certification of Infrastructure based on International Information Security Standards." - Can Attiko Metro please fix the occurrence of technical audits and the security assessments? - How many security awareness training sessions are required per year? - What is the perimeter, the SOA (Statement Of Applicability) and the standard of the certification please?

Response 198

See Responses #194, 196 and 197 above. The Contractor will describe the training and certification requirements on the basis of the International Standards he will propose and will submit them to ATTIKO METRO S.A. for approval.

Question 199

TECHNICAL DESCRIPTION AND SPECIFICATIONS / 7.4

"Availability and Physical Presence of Operational Continuity and Recovery from Disasters of Information Systems Physical and Environmental Security". What are the procedures/design to ensure the business continuity in case of incident or OCC disruption?

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Response 199

As a principle, the loss of the OCC is replaced by the ECR. The relevant procedures, as provided for by the construction contractors will be provided to the Contractor, who shall examine and specify the actions and procedures required to ensure business continuity.

Question 200

TECHNICAL DESCRIPTION AND SPECIFICATIONS / 5.2.7

Can Attiko Metro please confirm that the maximum number of approx. 350 furnished offices and a total of 600 positions includes all tenants and known line extensions?

Response 200

In line with the document entitled “Technical Description and Specifications”, article 5.2.7, the quantities that are stated are indicative and the detailed positioning of all employees in the Depot shall be prepared in the framework of cooperation between ATTIKO METRO S.A. and the Contractor, depending on the final needs, as these shall be configured.

Question 201

TECHNICAL DESCRIPTION AND SPECIFICATIONS

Technical Description and Specifications, General technology (IT/OT)

Does the Attiko Metro agree on a cloud based IT solution for the IT-ERP information system?

Response 201

No, physical servers are required in Pylea Depot.

Question 202

TECHNICAL DESCRIPTION AND SPECIFICATIONS / 4.6

- Can Attiko Metro please explain how the sizing of physical servers has been done? - What are the systems covered by these servers (e.g. Domain Controllers, Filers, Print Servers, ERP)? - Is 10 Tb for the Raw Size or Useful volumetry? - Does this volume take into account the volume of Backup? - Can Attiko Metro please provide more information about OT servers?

Response 202

The IT-ERP system shall be provided exclusively by the Contractor, based on the stipulations of article 4.6 of the document entitled “Technical Description and Specifications”. Therefore data requested must be proposed by the Contractor and approved by ATTIKO METRO S.A.

As regards the BACS, PRCS, ICCS, all requested technical data shall be made available to the Contractor upon the signing of the Delivery - Acceptance Protocol and the delivery -

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acceptance of the Project Log, as specified in Article 16.3 of the Partnership Contract. However, the data, which are necessary for the provision of the Contractor's services prior to the delivery-acceptance of the Project Log, shall be made available to the Contractor after the Contract signing.

As regards the storage capacity, the initially proposed 10Tb is the net storage capacity of the ERP data, not including the volume needed for the backup copies.

Question 203

TECHNICAL DESCRIPTION AND SPECIFICATIONS / 4.6

- What is the policy for backups? (e.g. several times a day, daily, weekly, monthly) - Is it possible to outsource the backup cartridge in addition to a disk backup for more security?

Response 203

- The details requested will be proposed by the Contractor, along with their required documentation, and be approved by ATTIKO METRO S.A. Certainly, the frequency for creating backups will be less than a week – most probably once a day – but this will be specified by the Contractor and be approved by ATTIKO METRO S.A.
- Outsourcing the backup cartridge in addition to a disc backup will not be feasible.

Question 204

TECHNICAL DESCRIPTION AND SPECIFICATIONS / 4.6

- Shall Bidders offer Firewall in order to separate the Networks? - Shall Bidders offer Dedicated Network switches for the Servers and the Storage Networks?

Response 204

- The details requested will be proposed by the Contractor, along with their required documentation, and be approved by ATTIKO METRO S.A; however cyber-security – as far as the IT-ERP is concerned – must be ensured.
- Applicable are the stipulations of article 4.6.3.II.d of the document entitled “Technical Description and Specifications”. The precise layout will be finalized by the Contractor and approved by ATTIKO METRO S.A.

Question 205

TECHNICAL DESCRIPTION AND SPECIFICATIONS / 8

What is the detailed architecture of the individual layers of the new Automated Toll Collection System? Will the results of system integration testing, equipment autonomy testing and operational testing be provided?

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Response 205

All technical data requested for the Fare Collection System (as well as for all systems of the Project) shall be made available to the Contractor upon the signing of the Delivery - Acceptance Protocol and the delivery - acceptance of the Project Log, as specified in Article 16.3 of the Partnership Contract. However, the data, which are necessary for the provision of the Contractor's services prior to the delivery-acceptance of the Project Log, shall be made available to the Contractor after the Contract signing.

Question 206

TECHNICAL DESCRIPTION AND SPECIFICATIONS / 8

Are there as-built plans or implementation plans available to be implemented to thoroughly study and understand this system?

Response 206

See Response #205 above.

Question 207

TECHNICAL DESCRIPTION AND SPECIFICATIONS / 8

What is the exact number of equipment such as Card Issuance Terminals (CIT), APEEs, gates, station computers, etc. at each station?

Response 207

The precise number of the items of equipment has been provided to the interested parties in electronic format.

Question 208

TECHNICAL DESCRIPTION AND SPECIFICATIONS / 8

Will the results of system integration testing, equipment autonomy testing and operational testing be provided?

Response 208

Details about the Contractor's participation in the trial run are foreseen in Articles 6.2, 6.2.A and 6.3 of the Partnership Contract. The results shall be made available to the Contractor upon the signing of the Delivery - Acceptance Protocol and the delivery - acceptance of the Project Log, as specified in Article 16.3 of the Partnership Contract. However, the data, which are necessary for the provision of the Contractor's services prior to the delivery-acceptance of the Project Log, shall be made available to the Contractor after the Contract signing.

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Question 209

TECHNICAL DESCRIPTION AND SPECIFICATIONS / 8

Are there hardware submittals with the corresponding data sheets of the units and sub-units of the installed equipment?

Response 209

The response is affirmative and they shall be made available to the Contractor upon the signing of the Delivery - Acceptance Protocol and the delivery - acceptance of the Project Log, as specified in Article 16.3 of the Partnership Contract. However, the data, which are necessary for the provision of the Contractor's services prior to the delivery-acceptance of the Project Log, shall be made available to the Contractor after the Contract signing.

Question 210

TECHNICAL DESCRIPTION AND SPECIFICATIONS / 8

Have the spare parts to be used for the maintenance of the system hardware been specified by the Construction Contractor? Is there availability of these?

Response 210

See Chapter B, Clarification 6. In any case, the availability of the spare parts is ensured for 15 years after the acceptance for use – commissioning.

Question 211

TECHNICAL DESCRIPTION AND SPECIFICATIONS / 8

The cost of the spare parts will be borne by the Contractor from the beginning or the Construction Contractor will supply them for a certain period of time.

Response 211

See Response #161 above.

Question 212

TECHNICAL DESCRIPTION AND SPECIFICATIONS / 8

Are the operation and maintenance manuals of the system entities available?

Response 212

All documents, including the operation and maintenance manuals of the items/equipment of the fare collection system, shall be made available to the Contractor upon the signing of the Delivery - Acceptance Protocol and the delivery - acceptance of the Project Log, as specified in Article 16.3 of the Partnership Contract. However, the data, which are necessary for the provision of the Contractor's services prior to the delivery-acceptance of the Project Log, shall be made available to the Contractor after the Contract signing.

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Question 213

TECHNICAL DESCRIPTION AND SPECIFICATIONS / 8

To what extent are the system's operating rules and commercial policy configurable?

Response 213

Any variations in pricing policy could be easily configured by the central fare system of the Metro, until the latter is connected with the central fare system of the Modes of Public Transport of the city wherefrom – again – it could be easily configured.

All approved documentation of the fare system, including the operation and maintenance manuals of the items/equipment, shall be made available to the Contractor upon the signing of the Delivery - Acceptance Protocol and the delivery - acceptance of the Project Log, as specified in Article 16.3 of the Partnership Contract. However, the data, which are necessary for the provision of the Contractor's services prior to the delivery-acceptance of the Project Log, shall be made available to the Contractor after the Contract signing.

Question 214

TECHNICAL DESCRIPTION AND SPECIFICATIONS / 8

Will the Source Code be provided to the Contractor or will it be deposited in an escrow account?

Response 214

The Source Code will be deposited in an Escrow account.

Question 215

TECHNICAL DESCRIPTION AND SPECIFICATIONS / 8

Will the System Keys be given to the Contractor?

Response 215

The response is negative.

Question 216

TECHNICAL DESCRIPTION AND SPECIFICATIONS

Are software licenses available for current and future new versions (e.g. Windows Server, Databases, etc.)?

Response 216

No subscription licenses are required for the software of the project's operating systems. See also Response #217 below.

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Question 217

TECHNICAL DESCRIPTION AND SPECIFICATIONS

Will there be software maintenance/repair contracts with third party providers? If so, who bears the cost of these?

Response 217

The guarantee period during which the Former Contractors bear the full responsibility of the project and are obliged to maintain it at their own expense is set at three years from their certified completion, for the works contracts, subject to the timely submission of the Final Measurement and their final acceptance for the procurement contracts, in implementation of the applicable terms and conditions of the relevant contracts, while Article 5.1.4 of the Technical Description and Specifications applies to preventive maintenance. After the expiry of the warranty period of the Former Contractors, the responsibility for maintenance/reinstatement and the corresponding costs shall be borne by the Contractor.

It is finally stressed that, before the expiry of the warranty period of the works, the construction contractors (Former Contractors) will include all the software source code, application software, technical documentation, maintenance tools and proprietary maintenance software in a Source Code in an "Escrow" account for 10 years. Consequently, the availability of this software is at the Contractor's disposal if the reasons requiring access to the "escrow" account exist.

Question 218

TECHNICAL DESCRIPTION AND SPECIFICATIONS

What are the required hours of operation of AMEE and gates used for the calculation of A.13 and A.14 respectively?

Response 218

These are the Metro network service hours.

Question 219

TECHNICAL DESCRIPTION AND SPECIFICATIONS

In terms of measuring the availability of the GCC equipment, what is the method to determine whether or not an equipment is available? For example, if the contactless payment in an AMC is not available, does that mean that the entire AMC is not available?

Response 219

An operational equipment item (e.g. an ATIM or a gate) is considered unavailable if any of its operations related to passenger service is off.

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Question 220

TECHNICAL DESCRIPTION AND SPECIFICATIONS

Who will be responsible for diagnosing and managing any interoperability problems between the different AFC systems?

Response 220

Fare systems shall be accepted by the contractors who have installed them in a fully inter-operational state. The Contractor shall report any problems, failures or interoperability incompatibilities for them to be resolved by the Former Contractors or by other Public Modes of Transport entities during the warranty period, in line with article 5.1.4 of the document entitled “Technical Description and Specifications”.

As regards the remaining period, the Contractor will be responsible for the operation and maintenance of the fare equipment, as foreseen in Article 8 of the document entitled “Technical Description and Specifications”, and shall report any problems or interoperability incompatibilities to ATTIKO METRO S.A.

Question 221

TECHNICAL DESCRIPTION AND SPECIFICATIONS

Who will be responsible for corrective maintenance for the first three (3) years and preventive maintenance for the first year?

Response 221

Article 5.1.4 of the document entitled “Technical Description and Specifications” shall apply.

Question 222

TECHNICAL DESCRIPTION AND SPECIFICATIONS

What are the Contractor's obligations regarding isolated or widespread criminal acts, vandalism or other "Exception Case" affecting the GCC equipment, such as available spare parts, time frame for restoration, etc.?

Response 222

The repair cost after criminal acts and vandalisms shall be covered by the Contractor. With regard to the availability of reserves, Articles 2.8.2 and 3.6.4 of the document entitled “Technical Description and Specifications” shall apply.

Question 223

TECHNICAL DESCRIPTION AND SPECIFICATIONS

How will the Contractor be compensated in case of a change that is either mandatory or necessary? What is the Change Management process for any changes requested by AM?

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Response 223

Term 47 provides for the terms, the procedure and the results of changes' proposals by the Contractor. The Partnership Contract foresees the option for changes' proposals especially by the Contractor. Any change requested by ATTIKO METRO S.A. shall be communicated through a relevant letter and shall be examined in the framework of the Contract.

Question 224

TECHNICAL DESCRIPTION AND SPECIFICATIONS / 8.1.

"Article 8.1.a - Card Issuance Terminals (CIT) a. Are the specifications of the installed equipment available? (Data sheets, operation and maintenance manuals, troubleshooting guides, etc.) b. In the event of a malfunction in the implementation of this equipment, who is responsible for its remediation (Construction or Operations Contractor)? If the responsibility lies with the Operating Contractor, will the corresponding software code be provided to him?"

Response 224

a. See Response #212 above.

b. With regard to the reinstatement, see Response #217 above. It is expected that any software malfunctions shall be resolved during the first three years – warranty period – by the Former Contractors. In case problems are detected after the warranty period, the Contractor shall be responsible for their reinstatement. The respective software code shall be deposited in an “Escrow” account.

Question 225

TECHNICAL DESCRIPTION AND SPECIFICATIONS / 8.1.

"Article 8.1.b - Automatic Card Issuing Machines (ACM) a. Are the specifications of the installed equipment available? (Data sheets, operation and maintenance manuals, troubleshooting guides, etc.) b. In the event of a malfunction in the implementation of this equipment, who is responsible for its restoration (Construction or Operations Contractor)? If the responsibility lies with the Operating Contractor, will the corresponding software code be provided to him?"

Response 225

See Response #224 above.

Question 226

TECHNICAL DESCRIPTION AND SPECIFICATIONS / 8.1.

Article 8.1.c - Gates a. Are the specifications of the installed equipment available? (Data sheets, operation and maintenance manuals, troubleshooting guides, etc.). b. In the event of a malfunction of the validation application of this equipment, who is responsible for its

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restoration (Construction or Operations Contractor. In case the responsibility lies with the Operating Contractor, will the corresponding software code be provided to him?

Response 226

See Response #224 above.

Question 227

TECHNICAL DESCRIPTION AND SPECIFICATIONS / 8.1.

Article 8.1.d - Station Computer a. Are the specifications of the installed equipment available? (Data sheets, operation and maintenance manuals, troubleshooting guides, etc.)? b. In the event of a malfunction in the implementation of this equipment, who is responsible for its restoration (Construction or Operations Contractor)? If the responsibility lies with the Operating Contractor, will the corresponding software code be provided to him?

Response 227

See Response #224 above.

Question 228

TECHNICAL DESCRIPTION AND SPECIFICATIONS / 8.1.

Article 8.1.e - Network infrastructure: a. Describe in detail the technical specifications of the core copper and fiber optic cable networks for the network dispersion of the meter collection subsystem. b. What are the communication protocols between the individual layers of the system (back end, station computer, field equipment, and metering media)?

Response 228

All documents including the operation and maintenance manuals concerning the items/equipment of the fare collection and network infrastructure systems shall be provided to the Contractor upon signing of the Delivery – Acceptance Protocol and the delivery – acceptance of the Project Log, as foreseen in Article 16.3 of the Partnership Contract. However, the documents, which are necessary for the Contractor to provide his services prior to the delivery – acceptance of the Project Log, shall be made available to the Contractor after the Contract signing.

Question 229

TECHNICAL DESCRIPTION AND SPECIFICATIONS / 8.1.

Article 8.1.f - Interface with the Management Centre: a. What functions will be managed by the Management Center staff?

Response 229

At the current commissioning phase of the Base Project and later on, at the commissioning phase of the Extension to Kalamaria, the Management Centre of the fare collection system

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of the Metro shall cover all the required functions related to the Metro. All documents including the operation and maintenance manuals concerning the items/equipment of the fare collection system and the interconnections and operations in the Management Centre shall be provided to the Contractor upon signing of the Delivery – Acceptance Protocol and the delivery – acceptance of the Project Log, as foreseen in Article 16.3 of the Partnership Contract. However, the documents, which are necessary for the Contractor to provide his services prior to the delivery – acceptance of the Project Log, shall be made available to the Contractor after the signing of the Contract.

Question 230

TECHNICAL DESCRIPTION AND SPECIFICATIONS / 8

What happens if the tickets or cards provided by OSETH do not meet the specifications and damage the equipment?

Response 230

Applicable is article 8.2 of the document entitled “Technical Description and Specifications” concerning ticket sales and articles 10.2 and 10.5 of the Partnership Contract concerning the responsibility of the Contractor towards ATTIKO METRO S.A. for ensuring compliance by any third party with the obligations of the Contractor.

Question 231

TECHNICAL DESCRIPTION AND SPECIFICATIONS / 8

Who is responsible for the storage, transport and distribution of the tickets and cards provided by OSETH?

Response 231

The management and the operation of the Automatic Fare Collection System shall fall within the Contractor’s responsibility, in line with Articles 2.1, 2.3 and 8 of the document entitled “Technical Description and Specifications”.

Question 232

TECHNICAL DESCRIPTION AND SPECIFICATIONS / 8

Who is responsible for the supply of evidence rolls?

Response 232

In line with Article 8 of the document entitled “Technical Description and Specifications”, only the tickets and the cards shall be provided by OSETH. Therefore, the supply of the remaining consumables constitutes the Contractor’s responsibility (See Chapter B, Clarification 13).

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Question 233

TECHNICAL DESCRIPTION AND SPECIFICATIONS / 8

Are spare cash boxes needed to collect cash from the AMEs? Who is responsible for providing them?

Response 233

All the required equipment for the operation of the fare system shall be delivered by the Former Contractors, in due consideration of article 2.8.2 of the document “Technical Description and Specifications”.

Question 234

TECHNICAL DESCRIPTION AND SPECIFICATIONS / 8

Is there a BI/reporting tool available or should the Contractor provide it?

Response 234

A reporting tool shall be made available by the Former Contractors; more detailed information on what it will include shall be made available to the Contractor.

Question 235

TECHNICAL DESCRIPTION AND SPECIFICATIONS / 8

Are gate-opening mechanisms already in place for emergencies?

Response 235

The gate opening in case of emergency constitutes a specific point of attention. For this reason, there are interfaces with the fire detection and BACS systems, while there shall be a button for manually operated opening in the Station Master Room (SMR). In case of power loss, the gates’ “failsafe” position is ON.

Question 236

TECHNICAL DESCRIPTION AND SPECIFICATIONS / 8

Defining the framework for "relevant facilitation/support actions"

Response 236

The relevant “facilitation/support actions” on the part of the Contractor to ATTIKO METRO S.A. or OSETH concern – by way of example and not exhaustively - actions within the daily work tasks of the operations personnel, such as access to equipment rooms, ON/OFF of switches feeding the fare collection equipment, actions from the Station Master Room (SMR), through the workstation of the fare equipment, extraction of reports or statistic data concerning the fare system from the central system etc.

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Question 237

TECHNICAL DESCRIPTION AND SPECIFICATIONS / 8

Who undertakes the testing/maintenance/replacement of portable control devices operated by TCSF controllers? What happens in case of damage due to misuse or replacement due to loss?

Response 237

The control / maintenance / replacement of the portable control devices operated by OSETH controllers falls under the Contractor's services which constitute the scope of the Partnership Contract. The responsibility concerning misuse or replacement due to loss, by OSETH controllers, lies with ATTIKO METRO S.A.

Question 238

TECHNICAL DESCRIPTION AND SPECIFICATIONS / 8

Who is responsible for contracting with the acquirer regarding EMV payments?

Response 238

OSETH (Thessaloniki Transport Authority) is the entity concerned.

Question 239

PAYMENTS DOCUMENT

Delay - as per the definition in Annex 1 of the Payments Document, it is understood that a delay is counted only when the difference between the actual travel time (ATT) and the scheduled travel time (STT) is more than the operation headway (H), with the operation headway being the tolerance, $D = \max(0, ATT - STT - H)$, and only this positive D is counted in the KPI. Can Attiko Metro please confirm that this a correct understanding?

Response 239

The definition of the term “Delay” given in Annex 1 of the Payments Document, and the term “Headway” given in Annex C of the document entitled “Technical Description and Specifications” apply.

Question 240

PAYMENTS DOCUMENT

KPIA3 introduces the notion of "train deviating from schedule". Can ATTIKO METRO S.A. please advise on what "train deviating from schedule" means (e.g. delay, regularity, tolerances)?

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Response 240

The terms of the Payments Document are clear as to the method of calculating the specific Key Performance Indicator.

Question 241

TECHNICAL DESCRIPTION AND SPECIFICATIONS

Running Times - Speed Diagrams as provided in Annex E of the Technical Description Specification Document are not readable. Can ATTIKO METRO S.A. please provide detailed station to station running times including minimum running time (maximum (all out) speed) and normal running time (including regulation margin)?

Response 241

Annex E of the document entitled “Technical Description and Specifications” with the Running Times - Speed Diagrams in higher resolution are at the disposal of every interested party in electronic format.

An authorized representative of the interested party can take delivery of the above at the premises of ATTIKO METRO S.A.. Before receipt of the above, the following documentation must be submitted to ESIDIS in Greek:

- a) An authorization of the legal representative of the interested party to the person to receive the document, so that he may sign the acceptance receipt and
- b) A Declaration of Confidentiality of the legal representative of the interested party (as already posted in ESIDIS and which concerns the availability of the information data).

Question 242

INVITATION / 2.4.4

Can Attiko Metro please provide an Excel template of how the Estimates sheets and Output/Result Sheets should be structured - akin to "financial pro formas" where figures of the Offer should be filled in, apart from the two samples already provided (Annex V - B2 Sample Financial Offer, and B3 Sample Summary)?

Response 242

Term 2.4.4.2 of the Invitation to Tender, “Sub-folder B2 – Financial Model”, makes reference to the required basic structure of the Financial Model, as well as the information that must be included in the Input Sheets and the Output/Result Sheets of the Model.

Question 243

INVITATION / 2.1.6

Given that the Financial Model itself is prepared in English, can Attiko Metro please confirm whether its Manual can be prepared in English as well?

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Response 243

Confirmed.

Question 244

INVITATION / 2.3 & 3.1.1.2

The bid documents mention in the Invitation that "The awarding criterion of the Contract is the most advantageous offer – in financial terms – on the price basis. The lowest Bidder shall be the one offering the lowest amount, as this derives from the input in table "OVERALL OFFER AMOUNT IN TERMS OF NET PRESENT VALUE" of annex V – B2 Financial Offer Sample." However, it is also mentioned that "The Tender Committee shall proceed to the evaluation of the Financial Offers of the Bidders (...) it shall compile a proceedings to include the offers in the order they were classified - on the basis of the overall score they received, in which the Committee makes a documented recommendation about their acceptance or rejection and the award of the provisional contractor." Can Attiko Metro please confirm that the awarding criterion relies solely on the NPV amount resulting in the Financial Offer (computed as presented in the sample provided)?

Response 244

Term 2.3 of the Invitation to Tender about the awarding criterion is clear.

Question 245

PAYMENTS DOCUMENT / 2.2

Can Attiko Metro please confirm that Bidders are expected to build their offer on the basis of a fixed amount of annual availability payment, which would remain exactly the same in constant euros (i.e. apart from indexation readjustments) during the 10 years of duration of the commercial revenues period of the Contract?

Response 245

The Financial Offer of each Bidder should be prepared in accordance with Sample B2 and the relevant instructions of the Invitation to Tender.

Question 246

PAYMENTS DOCUMENT / 2.1

The Payments Document specifies that "Given that the Preparatory Period B' actually constitutes part of Commercial Revenue Period A', until completion of Preparatory Period B' (i.e. until the Scheduled Commercial Revenue Services Availability Date – Period B'), the availability payments due to the Contractor shall be made to him, by virtue of the Partnership Contract and this document, for the commercial revenue of the Base Project only." Can Attiko Metro please confirm that the Contractor will receive the same amount of annual availability payment (in constant euros) regardless of the progress of the project (base project only VS base project + extension)? Thus, in case there is no delay and the project

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follows the contractual schedule, the operator will receive the exact same amount of availability payment (in constant euros) for the first year of operation (50% basic project ; 50% basic project + extension), as for the following years (100% basic project + extension)? If not, can Attiko Metro please specify on what basis the distinction between commercial revenue of the Base Project and commercial revenue of the Extension will be made? And how will this distinction in the annual availability payment received from one year to another will be taken into account in the Financial Offer Form (i.e. Sample B2 of annex V)?

Response 246

The provisions of term 2.2.4 of the Invitation to Tender and article 2.1 of the Payments Document apply.

Question 247

PAYMENTS DOCUMENT / 2.2

It is specified in the Payments document that "The Annual Flat Charge ($\Delta\Delta Y\epsilon$) (...) is partly readjusted on the basis of the Consumer Price Index (CPI/ $\Gamma\Sigma K$). " The B2 Sample Financial Offer indicates a "RATE OF THE FIXED ELEMENT OF THE ANNUAL FLAT CHARGE" of 20%. Can Attiko Metro please confirm this is the official and definite fixed part to be considered to build the offer?

Response 247

It is confirmed that the percentage of the fixed element of the Annual Flat Charge to be taken into consideration in the compilation of the offer is set to 20%.

Question 248

PAYMENTS DOCUMENT / 2.2

It is specified in the Payments document that "The Annual Flat Charge ($\Delta\Delta Y\epsilon$) (...) is partly readjusted on the basis of the Consumer Price Index (CPI/ $\Gamma\Sigma K$)." However, the operator's cost structure will be made up of items whose evolution could differ significantly from that of the CPI (energy costs, costs of certain equipment, personnel costs with specific agreements, etc.), fluctuating rapidly and under events that are not in control of an O&M company. Can Attiko Metro please consider applying a more refined indexation formula, based on several appropriate indices, weighted to correctly represent the operator's cost structure?

Response 248

The Annual Flat Charge is re-adjusted on the basis of the Consumer Price Index, as described in the Payments Document and the relevant terms remain as they are.

Question 249

PAYMENTS DOCUMENT / 2

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Could Attiko Metro please specify the official contractual definitions which apply to the following terms: 1. "Calendar year" 2. "Contractual year of service" 3. "PPP year" 4. "Availability Period"? In particular, the way the term "Calendar year" is used seems not to align with usual definition of a calendar year in common language, which is from January 1st to December 31st.

Response 249

It is hereby clarified that where in the Partnership Contract reference is made to “calendar year”, this has the standard meaning of the word “year”, i.e. the 12-month period which starts and terminates based on the date of reference referred to, as the case may be. The term “PPP year” (and not “Partnership Year”, which is not valid) is explained wherever used in the individual provisions of term 6 of the Partnership Contract. The term “Contractual year of service” is particularly determined in the Payments document. The term “Availability Period”, where individually used in the Payments document, is explained accompanied by the term “Operation” in brackets, therefore it is considered as “period of operation” (i.e. availability of the Contractor’s services in accordance with the Partnership Contract).

Question 250

INVITATION / 1.3.3 & PARTNERSHIP CONTRACT / ARTICLE 6

Can Attiko Metro please confirm our understanding of the following: - There are two main circumstances that can lead to a later effective start date for the Commercial Revenue period than originally anticipated: 1. "AM (...) determines that the Preparatory Period A' will last more than twelve (12) months up to eighteen (18) months, with the respective shifting of the expiry of the Preparatory Period B" prior to contract signing ; 2. "There is a delay in the commencement of the scheduled Commercial Revenue Period A" after contract signing (either due to the contractor's liability or not). - In any case, the Preparatory Period B should always expire "six (6) months after the scheduled commencement of the Commercial Revenue Period A". Attiko Metro cannot determine that he Preparatory period B will last more than the duration of preparatory period A plus 6 months. - If Attiko Metro decides that the Preparatory Period A' will last more than twelve (12) months, the total contract duration will not be extended, and the Commercial Revenue Period will be consequently reduced in time.

Response 250

Term 1.3.3 of the Invitation to Tender and term 6 of the Partnership Contract are clear and apply as they stand.

Question 251

INVITATION / 1.3.3 & PARTNERSHIP CONTRACT / ARTICLE 6

Can Attiko Metro please confirm that should Attiko Metro determine that the Preparatory Period A' will last more than twelve (12) months up to eighteen (18) months, the Preferred Bidder should adapt the Financial Model and the Financial Offer by : 1. readjusting costs accordingly ; 2. readjusting the amount of the yearly Availability Payment to reflect the reduced time of the Commercial Revenue Period while keeping the same NPV (increasing annual payments and reducing payment duration)?

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Response 251

The provisions of term 1.3.3 of the Invitation to Tender apply.

Question 252

PAYMENTS DOCUMENT / 2.2 & PARTNERSHIP CONTRACT / ARTICLE 6

Can Attiko Metro please clarify the consequences of the extension of the preparatory period Phase A after contract signature (due to delay):

1. If not due to the contractor's liability: a) Can Attiko Metro please confirm that the Contractor will receive: - 43% of the scheduled monthly payments, paid henceforth as of the scheduled commencement of the Commercial Revenue Period A' (on a monthly basis) ; - the remaining 57% of the monthly payments retroactively due, played with interest as of the actual commencement of the Commercial Revenue Period A' ; - the total contract duration will not be extended? b) Can ATTIKO METRO S.A. please specify how interests will apply regarding retroactively due monthly payments? c) Can AM please specify the schedule by which the retroactively due monthly payments will be made to the Contractor?

2. If due to the contractor's liability - Can Attiko Metro please confirm that: a) The Contractor will not receive any availability payment until the effective commencement of the Commercial Revenue Period A' ; b) The Contractor will pay a 10k€ / day penalty, capped at 3 M€ / year ; c) The total contract duration will not be extended, and the Commercial Revenue Period will be consequently reduced in time?

Response 252

1. In case of AM's liability, applicable is term 6.2.6(I), which is clear. Reduced (by virtue of the special provisions of the Payments Document) shall be the Monthly Availability Payments due to the Contractor, for the time period extending from the Scheduled Commercial Revenue Services Availability Date – Period A' until the Actual Commercial Revenue Services Availability Date – Period A'. Retroactive (interest-bearing) payment of the Monthly Availability Payments reduced per the above is applicable in case the acknowledgement of term 6.2.6.(I) – under item (a) – or the decision – under item (b) of the same term – exists at a time later than the Scheduled Commercial Revenue Services Availability Date – Period A'. As regards the interest due, please refer to Response #32. As to the remaining issues, applicable is term 6.2.6 (I), combined with term 6.1, about the duration of the Contract and the individual periods of the Contractual Period.
2. Case 2 falls under term 6.2.5(I), which is clear, combined with the relevant terms of the Payments Document and term 6.1, about the duration of the Contract and the individual periods of the Contractual Period.

Question 253

PAYMENTS DOCUMENT / 2.2 & PARTNERSHIP CONTRACT / ARTICLE 6

Can Attiko Metro please clarify the consequences of the extension of the preparatory period Phase B after contract signature (due to delay):

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1. If not due to the contractor's liability: a) Can Attiko Metro please confirm that the Contractor will receive: - 84% of the scheduled monthly payments, paid henceforth as of the scheduled commencement of the Commercial Revenue Period A' (on a monthly basis) ; - the remaining 16% of the monthly payments retroactively due, played with interest as of the actual commencement of the Commercial Revenue Period A'; - the total contract duration will not be extended? b) Can ATTIKO METRO S.A. please specify how interests will apply regarding retroactively due monthly payments? c) Can ATTIKO METRO S.A. please specify the schedule by which the retroactively due monthly payments will be made to the Contractor?

2. If due to the contractor's liability - Can Attiko Metro please confirm that: a) The Contractor will only receive 79% of the scheduled monthly payments until the effective commencement of the Commercial Revenue Period B' (paid henceforth as of the scheduled commencement of the Commercial Revenue Period B', on a monthly basis). The remaining 21% will not be perceived by the Contractor? b) The Contractor will pay a 10k€ / day penalty, capped at 3 M€ / year ; c) The total contract duration will not be extended, and the Commercial Revenue Period - Phase B will be consequently reduced in time?

Response 253

1. In case of AM's liability, applicable is term 6.2.6.A(I), which is clear. Reduced (by virtue of the special provisions of the Payments Document) shall be the Monthly Availability Payments due to the Contractor, for the time period extending from the Scheduled Commercial Revenue Services Availability Date – Period B' until the Actual Commercial Revenue Services Availability Date – Period B'. Retroactive (interest-bearing) payment of the Monthly Availability Payments reduced per the above is applicable in case the acknowledgement of term 6.2.6.A(I) – under item (a) – or the decision – under item (b) of the same term – exists at a time later than the Scheduled Commercial Revenue Services Availability Date – Period B'. As regards the interest due, please refer to Response #32. As to the remaining issues, applicable is term 6.2.6.A(I), combined with term 6.1, about the duration of the Contract and the individual periods of the Contractual Period.
2. Case 2 falls under term 6.2.5.A(I), which is clear, combined with the relevant terms of the Payments Document and term 6.1, about the duration of the Contract and the individual periods of the Contractual Period.

Question 254

PARTNERSHIP CONTRACT / ARTICLE 34

In any event of contract termination, will the operator be compensated in order to recover at least the costs incurred during Preparatory Period, regardless of the cause of termination? If the contract is terminated due to cases of the Contractor's Liability, the operator should receive compensation corresponding to the sum of all costs incurred up to the date of termination, reduced by any compensation already received and the amounts corresponding to the penalty the operator is liable. If the contract is terminated for any other reasons, the operator should receive compensation corresponding to the sum of all costs incurred up to the date of termination, reduced by any compensation already received and the amounts corresponding to the penalty the operator is liable ; plus its demobilization cost ; plus a reasonable fee to ensure a suitable return on committed investments.

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Response 254

The provisions of article 34 of the Partnership Contract apply.

Question 255

PAYMENTS DOCUMENT / 2.6.1

The Payments Document mentions in article 2.6.2 that "The Awarding Authority cannot, for any Contractual Year of Services (ε), proceed with any Deductions due to the Delay in the Delivery of Services higher than an amount equal to 24% of the Annual Flat Charge in the same Contractual Year (ε)." Can Attiko Metro please confirm this 24% penalty cap is an aggregate cap that includes all cumulative penalties assessed to the contractor in a given contractual year (i.e. including preparatory phases delay penalties, KPI-related penalties, monthly reporting delay penalties)?

Response 255

The maximum deduction percentage of 24% indicated in article 2.6.2 of the Payments Document concerns only penalties related to KPIs of the Payments Document.

Question 256

INVITATION / 2.4.4.2

Can Attiko Metro please confirm that the Financial Model can show only financial statements under IFRS, and that Output/Result Sheets can be filled with IFRS aggregates?

Response 256

In line with term 2.4.4.2 of the Invitation to Tender, the Financial Model shall comply with the applicable Greek tax legislation and the accounting principles in Greece and/or the International Financial Reporting Standards (“IFRS”). The Financial Model, in its entirety, must be prepared in accordance with the terms and conditions set in the Invitation to Tender, and not only its financial reports.

Question 257

PAYMENTS DOCUMENT / 2.2.2

The Payments Document reads: "the value of the CPI for the month of November of the year when the date of the Availability of Services is achieved, unless the first Contractual Year of Services is a full calendar year (i.e. the Availability of Services starts on January 1st). Thus, the CPI of the month of November preceding the date of the Availability of Services shall be taken into account for the calculation of this element." The second sentence seems contradictory with the first one. Can Attiko Metro please confirm that the "base" CPI index will be the one of the month of November preceding the date of the Availability of Services?

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Response 257

In accordance with paragraph 2.2.2 of the Payments Document, the “ $\Delta TK_{\eta\Delta A}$ ” is used for the calculation of the Readjustment Factor (ΠA_{ϵ}) and is set as follows:

- a) the value of the CPI for the month of November of the year when the date of the Availability of Services is achieved, in case the first Contractual Year of Services is not a full calendar year;
- b) the value of the CPI for the month of November that precedes the date of the Availability of Services, in case the first Contractual Year of Services is a full calendar year.

In any case, the CPI for the month of November is used. In any case, the relevant provision of the Payments Document is applied.

Question 258

INVITATION / 2.4.4.2

The Invitation document mentions VAT rates on costs and revenues as assumptions to be specified in the Financial Model. As we understand that the project is subject to VAT and that Annual Flat Charge will be paid including VAT, VAT will only have a working capital impact on the project, which should be limited (except during Preparatory Period), as VAT on revenues will offset VAT on costs. Can Attiko Metro please confirm that it is not expected for VAT to be modelled in the Financial Model?

Response 258

In line with term 2.4.4.2 of the Invitation to Tender, inter alia, the following Output/Result Sheets must be included, as a minimum, in the Financial Model: Tax and accounting assumptions (corporate tax rate, VAT rates for different types of costs and revenues, period of losses transferred to the subsequent fiscal years, tax amortization rate (based on the tax authorities in Greece) for various types of capital expenses etc.) capital cost assumptions, including infrastructure costs (if applicable) and equipment costs, that have to refer to time schedules / invoicing levels.

Question 259

INVITATION / 2.4.4.2

Invitation document, p.45 and p.46 provides examples of the level of detail to be provided in terms of costs. Can Attiko Metro please specify whether they wish costs to be detailed primarily by nature (personnel cost, third party costs, material costs...) or by function (Cleaning, Customer services, Maintenance...). For instance, in the list of Estimates Sheets, should Personnel cost include all personnel costs (which would imply that cleaning personnel costs would have to be included in both Cleaning cost and Personnel cost sheets)?

Response 259

The Financial Model should include, as a minimum, the level of details presented in the Invitation to Tender. Paragraph 2.4.4.2 of the Invitation lists some examples related to the

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calculation of the operational expenses during the Preparatory Period and the operation / maintenance period (for example, personnel expenses, expenses related to third parties, cleaning expenses etc.). The Financial Model must include the calculations / formulae and shall not simply present the output/results (i.e., it shall reflect the main coefficients and shall clearly present the operational cost, the method of calculating expenses and revenue per each relevant category, the method of calculating the operational expenses of the Metro during the Preparatory Period and the operation / maintenance period per at least three (3) main categories, as concerns the first case, and per five (5) main categories as concerns the second case and not cumulatively.

Question 260

GENERAL

Taking in consideration that Attiko Metro constitutes a general government body/public entity, can Attiko Metro provide clarification on whether WHT will be imposed on the payments/considerations to be paid to the contractor according to art. 6 of the Partnership Contract.

Response 260

As regards tax withholding for physical and legal entities, the applicable legislation shall be in effect.

Question 261

PARTNERSHIP CONTRACT / ARTICLE 38

Under clause 38 of the Partnership Agreement, we understand that in the event that the amount of compensation to the Contractor is subject to any tax, then Attiko Metro shall pay such amount and reimburse the Contractor for such additional amount as if the payment had not been subject to such tax (tax gross up clause). Can Attiko Metro please confirm this understanding ? Please clarify whether the tax gross up clause of art. 38 of the Partnership contract includes the WHT obligation that shall be borne by Attiko Metro before proceeding to any payments to the Contractor?

Response 261

Term 38 is clear and is valid as is.

Question 262

PARTNERSHIP CONTRACT / 38.2 & PAYMENTS DOCUMENT / 2.4.1

We understand that for the provision of the agreed services by the contractor, the latter shall receive a monthly payment based on a respective model, based on an annual flat charge based on a formula which will be readjusted according to the Consumer Price Index (CPI). It is not clear to us the time point when the receivables of the contracting parties will be offset (please refer to clause 2.4.1. of the Payments Document, clause 38.2 of the Partnership

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Contract), namely if at the timepoint when the contractor will be required to transfer the amount of fares to Attiko Metro, he needs to offset the amount of his compensation/consideration and therefore to transfer the amount of fares reduced by the amount of his monthly/annual remuneration respectively – this is important to us because we have concerns that a stamp duty could be triggered in case said payment could be considered as a cash facility by the Greek Tax administration).

Response 262

Term 38.2 clearly refers to offsetting of the amounts due through the compensation amounts for the annulment of the Partnership Contract. According to Article 23 of the Partnership Contract, the tickets' availability and the collection and return to ATTIKO METRO S.A. of the fare collected fall under the Contractor's Services and the Contractor fully assumes the relevant responsibilities and obligations. Under no circumstances shall the Contractor be allowed in any way to commercially exploit and/or utilize this Contractor's Service for the purpose of gaining benefit or profit, whether or not for a fee or other remuneration from ATTIKO METRO S.A.

Question 263

INSURANCES DOCUMENT / 5.2

Only the contractor's liability for its subcontractors is covered under the Contractor's insurance contract. Can Attiko Metro please confirm that subcontractors may have their own insurance policies?

Response 263

The minimum insurance related requirements to be covered by the Contractor per risk and per insured party and, in particular, in case of subcontractors and third parties, are determined in detail in term 5 of the Insurances document, which is clear.

Question 264

INSURANCES DOCUMENT / 9.11

Can Attiko Metro please confirm the risk can be covered under a group insurance program? Provided that the group insurance program assumes that there is a local policy managed under Greek law (in accordance with the requirements), with a Master policy covering the excess and managed under local law.

Response 264

The applicable legislative framework governing insurance contracts that must be concluded by the Contractor is specified in terms 2.1 and 2.2 of the Insurances document. These terms are clear and do not require any clarification.

Question 265

INSURANCES DOCUMENT / 6.1

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The Insurances document says that "it is clarified that the remaining areas of the depot and the project, in general, such as stations, tunnels, shafts, crossovers and intersections shall be covered by the insurances of the contractors responsible for construction". We understand that those infrastructures and assets, are not in the scope of coverage of the contractor and shall be insured by the constructor. But, as it is mentioned, the contractor will be on mobilization in this first sub period, and will be allowed to intervene on the infrastructure. For example, in order to make technical adjustments for trains operation. In case of claim, like fire or explosion, damages must be covered no matter whose responsibility. Could Attiko Metro please confirm whether it will be possible to add the contractor as additional insured in the policy of the constructor? If yes, it will be necessary to include a waiver of recourse in favor of the contractor.

Response 265

The Contractor's obligations foreseen in term 6.1 of the Insurances document are clear.

The terms of the Insurances Document are clear and remain as they stand.

Question 266

INSURANCES DOCUMENT / 3.4

Could Attiko Metro please confirm this insurance will be take out by the constructor? Could Attiko Metro please confirm whether it will be possible to add the contractor as additional insured in the policy of the constructor? If yes, it will be necessary to include a waiver of recourse in favor of the contractor.

Response 266

The obligations of the Contractor, as foreseen in term 3.4 of the Insurances Document, are clear.

The terms of the Insurances Document are clear and remain as they stand.

Question 267

INSURANCES DOCUMENT

Can Attiko Metro please confirm that terrorism cover will need to be provided under a dedicated policy, as terrorism is not covered under the current group PDBI (property damage business interruption) program?

Response 267

The provisions of terms under no. 7 (including term 7.1 in particular) and terms under no. 8 (including term 8.10 in particular) are clear in relation to the issues on which clarifications are requested through the present question.

Question 268

INSURANCES DOCUMENT / 9.13, 13.1, 13.2, 13.5 & 13.6

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Would Attiko Metro agree to discuss and amend certain provisions of the Insurances Document in case when the Bidder maintains a global master program?

Response 268

The Contractor must have insurance policies, which, in any case, must fulfill the terms of the Partnership Contract and the Insurances Document.

Question 269

GENERAL

Could Attiko Metro please provide information on the consideration of seismic risks and on the particular geological risks along the metro route ?

Response 269

All available information shall be provided to the Contractor upon signing of the Delivery – Acceptance Protocol and the delivery – acceptance of the Project Log, as foreseen in Article 16.3 of the Partnership Contract. However, the documents, which are necessary for the Contractor to provide his services prior to the delivery – acceptance of the Project Log, shall be made available to the Contractor after the signing of the Contract.

Question 270

GENERAL

Could Attiko Metro please provide information on the amount of investments by major items: rolling stock, infrastructure, stations, technical installations (energy/air conditioning, etc.), depot?

Response 270

Article 8.4 of the Insurances document provides relevant information.

Question 271

0GS1RS001G131A RAM Report.pdf / §4.2 Maintainability requirements

RAM Report- Maintainability requirements - Can Attiko Metro please confirm the maintainability demonstration has been demonstrated by Attiko Metro? And, can Attiko Metro please confirm the maintainability figures in table 2 are consistent with the demonstration?

Response 271

The demonstration of Maintainability shall take place after the commissioning of the Project and with the Contractor’s assistance (see chapter 4 of the RAMS Specifications document).

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Question 272

Can Attiko Metro please confirm the delivery date of 15 new trains?

Response 272

At this moment, ATTIKO METRO S.A. is not in a position to confirm the delivery date of the 15 new trains. The provisions of article 6.2.1.1.A of the Partnership Contract apply.

Question 273

Can Attiko Metro please confirm the wheel lathe delivery demonstration has been done? And, can Attiko Metro please confirm the availability of the compliance certificate for the wheel lathe?

Response 273

The wheel lathe has been delivered, installed and tested, in compliance with the Project specifications.

Question 274

Can Attiko Metro please provide the list of maintenance activities carried out on the Rolling Stock since on site delivery?

Response 274

All available information, including the list of maintenance related activities for the Rolling Stock following the on-site delivery, shall be provided to the Contractor upon signing of the Delivery – Acceptance Protocol and the delivery – acceptance of the Project Log, as foreseen in Article 16.3 of the Partnership Contract. However, the documents, which are necessary for the Contractor to provide his services prior to the delivery – acceptance of the Project Log, shall be made available to the Contractor after the signing of the Contract.

Question 275

TECHNICAL DESCRIPTION AND SPECIFICATIONS

Can Attiko Metro please confirm the applicable/reference design for the Project, including the list of the contractual drawings, design, procedures of operation and maintenance manuals/programs for infrastructure and systems (approved Maintenance Programs for Infrastructures 5.1.2)?

Response 275

All available information shall be provided to the Contractor upon signing of the Delivery – Acceptance Protocol and the delivery – acceptance of the Project Log, as foreseen in Article 16.3 of the Partnership Contract. However, the documents, which are necessary for the Contractor to provide his services prior to the delivery – acceptance of the Project Log, shall be made available to the Contractor after the signing of the Contract.

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Question 276

Can Attiko Metro please provide the Main line track Alignment Report/details(horizontal and vertical geometry data)-Excel spreadsheet synthetizing all geometrical and "sytem" parameters(curve radius/length, cant, passenger comfort and safety parameters etc)

Response 276

The alignment and the longitudinal profile of the project have already been available as information material to the bidders and include all relevant geometric data.

With regard to other information related to the alignment, all available information shall be provided to the Contractor upon signing of the Delivery – Acceptance Protocol and the delivery – acceptance of the Project Log, as foreseen in Article 16.3 of the Partnership Contract. However, the documents, which are necessary for the Contractor to provide his services prior to the delivery – acceptance of the Project Log, shall be made available to the Contractor after the signing of the Contract.

Question 277

Can Attiko Metro please provide the list of turnouts, type and quantities/numbers for main line and depot? And, Can Attiko Metro please confirm the total linear and length of tracks with or without turnouts in the depot?

Response 277

The information requested is included in the information made available with the alignment and the longitudinal profile related data of the Project.

Question 278

In regards to noise and vibration - Can Attiko Metro please confirm if there are there any performance requirements to be achieved, or any specific areas to be considered?

Response 278

The project has been designed and constructed based on its environmental terms where noise and vibrations requirements applicable along the entire project have been taken into consideration. Confirmation of the above is also foreseen through the execution of tests and measurements by the construction contractors.

With regard to the information related to the noise and vibrations, all available information shall be provided to the Contractor upon signing of the Delivery – Acceptance Protocol and the delivery – acceptance of the Project Log, as foreseen in Article 16.3 of the Partnership Contract. However, the documents, which are necessary for the Contractor to provide his services prior to the delivery – acceptance of the Project Log, shall be made available to the Contractor after the signing of the Contract.

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Question 279

Can Attiko Metro please share the noise and vibration engineering plan and design technical documentation/technical specifications?

Response 279

With regard to other information related to the noise and vibrations, all available information shall be provided to the Contractor upon signing of the Delivery – Acceptance Protocol and the delivery – acceptance of the Project Log, as foreseen in Article 16.3 of the Partnership Contract. However, the documents, which are necessary for the Contractor to provide his services prior to the delivery – acceptance of the Project Log, shall be made available to the Contractor after the signing of the Contract. See also Response #278.

Question 280

Can Attiko Metro please confirm which and how many types of resilient pads and fastening systems are in the network? Including any floating slabs and which are the linear/lengths to be considered

Response 280

With regard to other information related to the noise, vibrations, resilient pads and fastening systems, etc., all available information shall be provided to the Contractor upon signing of the Delivery – Acceptance Protocol and the delivery – acceptance of the Project Log, as foreseen in Article 16.3 of the Partnership Contract. However, the documents, which are necessary for the Contractor to provide his services prior to the delivery – acceptance of the Project Log, shall be made available to the Contractor after the signing of the Contract.

Question 281

Can Attiko Metro please confirm the type of rails used including the profile type? 54E1?, inclination, steel grade, hardness, Including for turnouts?

Response 281

The profile 54E1 is confirmed.

With regard to other information related to the trackwork system, all available information shall be provided to the Contractor upon signing of the Delivery – Acceptance Protocol and the delivery – acceptance of the Project Log, as foreseen in Article 16.3 of the Partnership Contract. However, the documents, which are necessary for the Contractor to provide his services prior to the delivery – acceptance of the Project Log, shall be made available to the Contractor after the signing of the Contract.

Question 282

Can Attiko Metro please confirm the cleaning strategy including the requirements, maintenance plan describing methodology & frequency, necessary tools, and equipment?

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Response 282

All cleaning-related requirements are stated in article 6 of the document entitled “Technical Specifications and Specifications” and, in more detail, in the document Cleaning Services Specifications.

Question 283

Can Attiko Metro please confirm the stray current management plan, maintenance, and monitoring procedure? Including the technical specification, what is the installed system for main line, and depot tracks.

Response 283

In the main line, there is an installed stray current collection system which is monitored by the relevant measurement equipment located in the traction power substations transferring information/data to the central system in the Depot.

With regard to other information related to the management scheme, the maintenance and the stray current monitoring procedure ensured by the surveillance equipment, all available information shall be provided to the Contractor upon signing of the Delivery – Acceptance Protocol and the delivery – acceptance of the Project Log, as foreseen in Article 16.3 of the Partnership Contract. However, the documents, which are necessary for the Contractor to provide his services prior to the delivery – acceptance of the Project Log, shall be made available to the Contractor after the signing of the Contract.

Question 284

PARTNERSHIP CONTRACT

Available project data: According to the relevant terms of the Contract, indicatively no. 4.1.13.2, 4.1.13.3, 5.1.1, 5.1.2, the Contractor is fully aware of and has gathered and processed all information necessary for the performance of its obligations, including (among others) the Base Project Contracts and the Extension Contracts, while ATTIKO METRO S.A. does not provide any warranty and assumes no obligation as to the relevance, completeness, accuracy and appropriateness of the information provided. 1) Since the Contractor is not a party to these contracts, does the ATTIKO METRO S.A. Authority intend to disclose the terms of the Base Project Contracts and Extension Contracts to the Interested Parties? 2) Does the ATTIKO METRO S.A. Authority intend to amend the Contract accordingly to assume general responsibility as to the completeness, adequacy and accuracy of the Project Data already available and any information and data to be provided in any way to the Tenderers?

Response 284

1. In due consideration of terms 2.1.5.2 of the Invitation to Tender and 4.1.13.2 of the Partnership Contract, information and material from the subject contracts, which are reasonably considered as absolutely necessary in the framework of the current stage of the Tender and for its purposes, have already been made available to the Bidders and without prejudice to any additional requests for supplementary information/questions, as these may be reasonably and especially submitted by the Interested

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Parties and which, on a per case basis, shall be deemed necessary to be answered/ clarified/ supported through the appropriate material/ information. Without prejudice to the above, in any case, the subject contracts shall be made available to the Contractor upon the signing of the Delivery – Acceptance Protocol and upon delivery-acceptance of the Project Log, as foreseen in Article 16.3 of the Partnership Contract. Regardless of the above, in any case, the data, which are necessary for the provision of the Contractor’s services prior to the delivery-acceptance of the Project Log, shall be made available to the Contractor after the signing of the Partnership Contract.

2. In due consideration of the aforementioned clarifications and the responsibilities already undertaken by ATTIKO METRO S.A. before the Contractor with regard to the Base Project and the Extension Contracts, based on the already foreseen terms of the Partnership Contract, these terms are complete and clear and therefore, they remain as they are.

Question 285

PARTNERSHIP CONTRACT

Liability of the Contractor for failure to (timely) fulfill any of the Contractor's Preparatory Period A Obligations and/or for delays due to the fault of the ATTIKO METRO S.A. and/or the Old Contractors. 6.2.5 (II), 6.2.6 (I) and 6.2.6 (III) of the Contract, it follows that the Contractor assumes part of the liability for non-(timely) fulfillment of its obligations and/or for delays in the start of the Commercial Operation Period A due to the fault of ATTIKO METRO S.A. or persons related to ATTIKO METRO S.A. or the Old Contractors, as it is entitled to compensation but reduced, if applicable. Does ATTIKO METRO S.A. intend to amend the Contract accordingly so as to provide for the Contractor's right to full compensation in such cases where it or its Related Persons are not at fault?

Response 285

The terms of article 6 of the Partnership Contract apply as they are.

Question 286

PARTNERSHIP CONTRACT

Liability for non (timely) fulfillment of the Contractor's Preparatory Period B obligation and/or for delays due to the fault of the ATTIKO METRO S.A. and/or the Old Contractors. 6.2.5.A (II), 6.2.6.A (I) and 6.2.6.A (III) of the Contract, it follows that the Contractor assumes part of the liability for non-fulfillment (on time) of its obligations and/or for delays in the start of the Commercial Operation Period B due to the fault of AM or the persons related to ATTIKO METRO S.A. or the Old Contractors, as it is entitled to compensation but reduced, if applicable. Does ATTIKO METRO S.A. intend to amend the Contract accordingly to provide for the Contractor to be entitled to full compensation in such cases where it or its Related Persons are not at fault?

Response 286

The terms of article 6 of the Partnership Contract apply as they are.

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Question 287

PARTNERSHIP CONTRACT

Liability of ATTIKO METRO S.A. for damages due to delays in the execution of the trial operation works in relation to the Core Project and the Extension. 6.3.1 of the Contract, the Contractor assumes in full the risk of damage due to delays in the process of execution of the Test Operation Works and/or acceptance of the Basic Project or the Extension, as ATTIKO METRO S.A.'s liability is limited to that provided for under clause 6.2. and 6.2.A, irrespective of the fault of ATTIKO METRO S.A. and/or the Old Contractor responsible for this. Does ATTIKO METRO S.A. intend to amend the Contract accordingly to provide for a right to full indemnification of the Contractor in such cases where it or its Related Persons are not at fault?

Response 287

The individual terms of article 6 of the Partnership Contract are clear and apply as they are.

Question 288

PARTNERSHIP CONTRACT

Liability of the ATTIKO METRO S.A. for damages due to failure of the Old Contractors. 8.4, para. under (c) (i) of the Contract, the liability of ATTIKO METRO S.A. towards the Contractor for damages due to failure of Old Contractors in the design or construction of the Metro system is limited, as the results are achieved in accordance with Art. 6.2.5 (II) or 6.2.5.A (II), as the case may be. Does the ATTIKO METRO S.A. intend to include a contractual provision, as usual, so that the Contractor is not liable and, in particular, is fully indemnified if it suffers damage due to delays that are not due to its own fault or that of its Related Parties?

Response 288

The terms of articles 6 and 8 of the Partnership Contract are clear and apply as they are.

Question 289

PARTNERSHIP CONTRACT

Establishment of a culpable act/default of the Contractor/AA: As it follows from Articles 6.2 and 6.2.A of the Contract, in order to establish a culpable act or default of ATTIKO METRO S.A. in order to apply the relevant articles that establish ATTIKO METRO S.A.'s liability towards the Contractor, it must either be explicitly acknowledged in writing by ATTIKO METRO S.A., or it must be established by a final decision of a competent judicial body, following an appeal to the dispute resolution procedure of Art. 31 of the Contract. In the corresponding provisions establishing the Contractor's liability vis-à-vis ATTIKO METRO S.A., the Contractor's culpable act or omission need only be expressly acknowledged in writing by the Contractor, or be clearly and readily apparent and expressly accepted in writing by ATTIKO METRO S.A. itself. In view of the above, does ATTIKO METRO S.A. intend to include the same mechanism for establishing its liability vis-à-vis the Contractor as that reserved for establishing the Contractor's liability vis-à-vis it?

CLARIFICATIONS DOCUMENT

Response 289

The terms of article 6 of the Partnership Contract apply as they are.

Question 290

PARTNERSHIP CONTRACT

Right to discharge the ATTIKO METRO S.A. in case of Exemption Events: The subscription of Discharge Events and protection in the event of their occurrence in PPP contracts is intended solely for the protection of the Contractor concerned. Accordingly, does the ATTIKO METRO S.A. intend to delete clause 39.3.2.2.II of the Contract which gives rise to a right of indemnification in favour of the ATTIKO METRO S.A. due to the occurrence of an Exempting Event? If the answer is in the negative, can ATTIKO METRO S.A. clarify what the relief it may claim consists of?

Response 290

Term 39 is clear and reasonable in relation to the issues on which clarifications are required through this question.

Question 291

PARTNERSHIP CONTRACT

Dispute Resolution - Arbitration. According to Article 31.12 of the Convention, either Party may refer a dispute to arbitration under the arbitration provisions of the Code of Civil Procedure. As it is extremely unusual in international tenders with a highly specialised subject matter to submit disputes to arbitration under the Code of Civil Procedure, does the AC, in line with current market practice, intend to submit any disputes between the Parties to arbitration by the ICC, otherwise to ad hoc arbitration under the UNCITRAL rules?

Response 291

The term 31.12 of the Partnership Contract applies as is.

Question 292

PARTNERSHIP CONTRACT

Compensable Change in Legislation: From the relevant definitions of the Contract on changes in the applicable legislation, it follows that a Compensable Change in Legislation occurs only in the case of a Discriminatory Change in Legislation, whereas cases of General or Specific Change in Legislation (as each is uniformly defined in PPP contracts) that may adversely affect the performance of the Contractor's obligations and/or the Project as a whole, do not give the Contractor any right to compensation, but only the right to discharge from its Services or the right to terminate the Contract due to the occurrence of an Event of Force Majeure, provided that the more specific conditions of the clause are met. Does the ATTIKO METRO S.A. intend to modify the definition of Compensable Change in Law to

CLARIFICATIONS DOCUMENT

include cases of General and/or Specific Change in Law adversely affecting the Contractor and/or the Project, as is currently the case in all PPP contracts?

Response 292

The definition of the term “Biased Change in Legislation” is clear in terms of the issues on which clarifications are required through this question.

Question 293

PARTNERSHIP CONTRACT

Dishonesty events MT. 32.2.1(i) of the Contract, establishes a right of termination against ATTIKO METRO S.A. if it owes amounts to the Contractor which exceed EUR 20.000.000. To the extent that there is no other contractual provision, what happens if lesser amounts are due? Why is the amount not limited to a single monthly charge, as in all other PPP contracts?

Response 293

Term 32.2.1 remains as is.

Question 294

PARTNERSHIP CONTRACT

Indemnification Events: not included in the terms of the Contract are Contractor Indemnification Events, as they are uniformly defined in the relevant PPP contracts (i.e. breach of guarantee declarations and obligations of the Contracting Authority), the occurrence of which entitles the Contractor to request the postponement of the Start Date of the Services and/or the Scheduled Date of Availability of the Services, or the right to exemption from its obligations, or the right to compensation. In this regard, given that the ATTIKO METRO S.A. Events of Default (part of which appear to be similar to the Indemnity Events) only give the Contractor a right to terminate the Contract, does ATTIKO METRO S.A. intend to introduce a contractual provision for Indemnity Events as above?

Response 294

The terms of the Partnership Contract are clear, reasonable and remain as they are. A special and purely indicative reference with regard to the issue of the present question is made in term 6 of the Partnership Contract.

Question 295

Basic Project Facilities and Equipment: Given that the Contractor is not a party to the Base Project Contracts, does ATTIKO METRO S.A. intend to incorporate into the Partnership Agreement a contract document as an Appendix that includes a precise description of the facilities and equipment that the Contractor is required to operate and maintain?

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Response 295

The description of the facilities and the equipment has been made available to the interested parties in electronic format based on article 2.1.5.2 of the Invitation to Tender. More information shall be made available to the Contractor upon the signing of the Delivery – Acceptance Protocol and upon delivery-acceptance of the Project Log, as foreseen in article 16.3 of the Partnership Contract. However, the data which are necessary for the Contractor in view of providing his services before the delivery-acceptance of the Project Log shall be made available to the Contractor after the signing of the Contract.

Question 296

PARTNERSHIP CONTRACT

Related to the Contractor Person: Given that the conduct/actions of the transacting citizens are not within the sphere of control of the Contractor, does the ATTIKO METRO S.A. intend to delete the case under (d) of the relevant definition?

Response 296

In line with term 1.3 of the Partnership Contract, the security and safety services of Thessaloniki Metro form part of the Contractor's scope. Moreover, in line with term 10.6 of the Partnership Contract, the Contractor shall be solely responsible for any loss or wear that will be caused to the items of equipment, material and works, to any installation available to him in the context and for the purposes of this Contract, as well as for any damage to health to the persons engaged by him and to third parties. Therefore, the Contractor should take all the necessary safety measures in view of preventing such incidents and of securing order.

In view of the above, transacting citizens fall within the entities related to the Contractor and thus, the relevant provision of the Partnership Contract remains as is.

Question 297

PARTNERSHIP CONTRACT

Contractor's Charge Costs: According to Art. 4.1.13.4 of the Contract, the Contractor assumes the risk of an increase in their amount, "subject to the terms and conditions of the occurrence of a Force Majeure Event". Does the ATTIKO METRO S.A. intend to add the occurrence of a Relief Event and/or any other event outside the Contractor's sphere of control which could cause an increase in the amount thereof?

Response 297

The term 4.1.13.4 of the Partnership Contract remains as is.

Question 298

PARTNERSHIP CONTRACT

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Right of access of the ATTIKO METRO S.A. to the Project Sites: According to Art. 16.9 of the Contract, the Contractor acknowledges that the Contractor reserves the right of free access to the Project Sites. In order to ensure the uninterrupted performance of the operation and maintenance services of the Facilities and Equipment, does ATTIKO METRO S.A. intend to inform the Contractor in advance of its intention to visit the Project Sites and does it intend to do so after the written consent of the Contractor?

Response 298

Term 16.9 of the Partnership Contract is clear and remains as is in due account of the matter raised in this question. The way in which the issue at hand will be handled shall be on a per case basis, in line with the provisions of the present term. .

Question 299

PARTNERSHIP CONTRACT

Completion and acceptance of the Main Project: Can ATTIKO METRO S.A. guarantee to the Contractor that the acceptance of the Main Project by ATTIKO METRO S.A. assumes that the equipment and facilities are fit for purpose, free from defects in design, design and construction and that the Contractor will not be liable for any damage caused to ATTIKO METRO S.A. and/or third parties due to the defective performance of the Old Contractors' obligations under the Main Project Contracts?

Response 299

Both the foreseen Preparatory Period Responsibilities per se and the foreseen obligations of ATTIKO METRO S.A. are clear ensuring, thus, the issue raised in this question.

Question 300

PARTNERSHIP CONTRACT

Imposition of penalty clauses: According to Art. 6.2.5 (I) of the Contract, the Contractor will not be paid the amounts of the Monthly Availability Payments and in addition, the Contractor will owe ATTIKO METRO S.A. penalty clauses until the Actual Availability Date of Commercial Operation Services Period A. Can it be confirmed by ATTIKO METRO S.A. that, in addition to the above, no additional compensation will be due from the Contractor in this event?

Response 300

Article 6 of the Partnership Contract is clear and, in any case, liability for fraud or gross negligence cannot be excluded beforehand.

Question 301

PARTNERSHIP CONTRACT

CLARIFICATIONS DOCUMENT

Delay in the start of Commercial Operation Period A: According to Art. 6.2.9 of the Contract, in case of delay by both the ATTIKO METRO S.A. and the Contractor, the Commercial Operation Period shall start on the date of actual availability of the services upon joint declaration of the Parties. Does ATTIKO METRO S.A. intend to fully compensate the Contractor in the event that it is ready to operate and the delay is due to ATTIKO METRO S.A.?

Response 301

The case described in the present question is the one foreseen under term 6.2.6.(I). The case described in the term 6.2.9 clearly foresees that it applies, on condition that there are no grounds for the application of terms 6.2.5 (II) and 6.2.6 (II).

Question 302

PARTNERSHIP CONTRACT

Notification of the Contractor for changes to the Main Project and/or Extension Contracts. 6.3.2 of the Contract, ATTIKO METRO S.A. undertakes to inform the Contractor of any change, if it adversely affects the position of the latter. Given that the amendment, change or evolution of the said contracts may affect the Contractor's position in general, not necessarily 'adversely', since it may result in changes to the services provided by the Contractor, does ATTIKO METRO S.A. intend to inform the Contractor of any amendment or evolution of the Core Project and/or Extension Contracts, if it affects the Contractor's position in general and the obligations undertaken by the Contractor under the Partnership Agreement?

Response 302

Term 6.3.2 is clear and remains as is.

Question 303

PARTNERSHIP CONTRACT

Instructions of the ATTIKO METRO S.A.. 7.3 of the Contract, the Contractor is obliged to apply the instructions of the ATTIKO METRO S.A., which will be given in writing, unless reasons of speed require the instructions to be given orally. 1) Does the ATTIKO METRO S.A. intend to subsequently confirm in writing to the Contractor the instructions provided orally? 2) In the event of the Contractor's justified disagreement with the instructions provided, does ATTIKO METRO S.A. intend to acknowledge to the Contractor the right not to implement the instructions, otherwise ATTIKO METRO S.A. will assume responsibility in this case?

Response 303

1. If reasons of speed and necessity require that the instructions be given orally, these shall be given *a posteriori* also in writing.
2. Term 7.3, in its totality, is clear with regard to the issue on which clarifications are required through this question, providing for inter alia the following: "...The Contractor shall be responsible for the integrity of its services and work; the Contractor shall apply any

CLARIFICATIONS DOCUMENT

instruction and suggestion of AM arising from the terms of the Contract, the Operation Permit and the remaining Permits, as well as the Applicable Legislation, to the extent that no dispute is raised for resolution under the provisions of term 31 hereof...”.

Question 304

PARTNERSHIP CONTRACT

Exemption of the Contractor in case of an existing defect. 8.5 of the Contract, ATTIKO METRO S.A. is exempted from liability in case of Contractor's Damage to the extent that it is aggravated by the Contractor's fault. Can it be clarified whether ATTIKO METRO S.A. assumes liability towards the Contractor in the case of an existing defect that causes Damage to the Contractor, if it is not due to its own fault, even if the Damage is aggravated by the Contractor's fault?

Response 304

Term 8.5 is clear with regard to the issue on which clarifications are required through this question.

Question 305

PARTNERSHIP CONTRACT

Contractor's liability for third parties. 10.2 and 10.6 of the Contract, the Contractor is exclusively liable towards ATTIKO METRO S.A. for acts and/or omissions of third parties that may affect adversely the fulfillment of the Contractor's obligations under the Contract. Given that the conduct/actions of third parties are not within the Contractor's sphere of control, does the ATTIKO METRO S.A. intend to delete the reference to third parties?

Response 305

Article 10 of the Partnership Contract remains as is.

Question 306

PARTNERSHIP CONTRACT

Limitation of the liability of the Parties: The terms of the Convention do not imply the provision of a maximum limit on the liability of the Parties. Does the AC intend to introduce a clause to this effect?

Response 306

The relevant terms of the Partnership Contract are clear, reasonable and remain as they are.

Question 307

PARTNERSHIP CONTRACT

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Civil and criminal liability of the Contractor: According to Article 10.7 of the Partnership Contract, Given that the Contractor assumes under the Contract the provision of operation and maintenance services, does ATTIKO METRO S.A. intend to attribute such liability to the Old Contractors, unless the Contractor's fault is proven by the Partnership Agreement?

Response 307

Article 10 of the Partnership Contract remains as is.

Question 308

PARTNERSHIP CONTRACT

Removal of staff: According to Art. 17.3.4 of the Contract, the ATTIKO METRO S.A. has the right to request the removal of any person from the Contractor's staff whom it considers unsuitable. Is ATTIKO METRO S.A. willing to agree to a reasonable period of notice to the Contractor, especially if the person in question is considered by the Contractor to be essential to the Contractor's performance of its obligations under the Contract.

Response 308

It is clarified that the issue raised through the present question is expected to be settled on a per case basis in the framework of the foreseen documentation of the relevant request of ATTIKO METRO S.A.

Question 309

PARTNERSHIP CONTRACT

Ownership of ERP system: According to article 20 of the Partnership Contract, the ownership of the information system exclusively belongs to ATTIKO METRO S.A.. Given that the system and hardware to be supplied by the Contractor is used in other projects as well, does ATTIKO METRO S.A. intend to accept that the ownership remains to the Contractor and that ATTIKO METRO S.A. is granted the right of use (including also any updates in the future)?

Response 309

Article 20 of the Partnership Contract remains as is.

Question 310

PARTNERSHIP CONTRACT

Contractor's expenses during the Preparatory Period: Given that the Contractor will incur significant costs in fulfilling its obligations during the preparation period for the operation of the Core Project, does ATTIKO METRO S.A. intend to reimburse the Contractor for these costs in the event of early termination of the Contract for any reason?

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Response 310

The relevant terms of the Partnership Contract are clear and reasonable and remain as they are.

Question 311

PARTNERSHIP CONTRACT

Forfeiture of the Good Performance Letter of Guarantee. Article 34.1 (d) of the Partnership Contract. Does ATTIKO METRO S.A. intend to delete clause 34.1(b) of the Contract?

Response 311

Term 34.1(d) is clear with regard to the issue on which clarifications are required through this question and remains as is.

Question 312

PARTNERSHIP CONTRACT

Consequences of termination and termination of the Contract (Art.34.2): can it be specified by the CA whether in case of termination of the Contract by the CA, without an Event of Default of the Contractor, the Contractor will be compensated, in addition to everything else, for the costs incurred during the Preparatory Period until the date of termination of the Contract, as well as for the demobilization costs?

Response 312

The term 34.2, article 34 of the Partnership Contract, remains as is.

Question 313

PARTNERSHIP CONTRACT

Consequences of termination of the Convention due to an Event of Force Majeure: Does ATTIKO METRO S.A. intend to compensate the Contractor for the costs incurred during the Preparatory Period up to the date of termination of the Contract, as well as for the demobilization costs?

Response 313

The term 34.3, article 34 of the Partnership Contract remains as is.

Question 314

PARTNERSHIP CONTRACT

Contractor's personnel: Can the PM confirm that the Contractor's staff will remain with the latter upon termination or in any way early termination of the Contract?

CLARIFICATIONS DOCUMENT

Response 314

The relevant terms of the Contract are clear and no clarification is required..

Question 315

PARTNERSHIP CONTRACT

Transfer with zero consideration: According to Art. 36 of the Contract. Does ATTIKO METRO S.A., after valuing the value of these rights, intend to pay the Contractor reasonable compensation?

Response 315

Article 36 of the Partnership Contract remains as is. Please also note the distinction made in the subject provision into the date of expiry and the early annulment, while your attention is also drawn to the relevant term 9.4 and the pertinent provisions which are repeated, as the case may be, in the Partnership Contract.

Question 316

PARTNERSHIP CONTRACT

Discharge Events: According to Art. 39.4.2 and 39.4.3 the Contractor shall be discharged from its obligations that cannot be performed. Does the ATTIKO METRO S.A. intend to indemnify the Contractor in the event that damage occurs due to the occurrence of an Exemption Event?

Response 316

Article 39 of the Partnership Contract remains as is.

Question 317

PARTNERSHIP CONTRACT

Changes by the Contractor: According to Art. 47, proposed changes by the Contractor that would result in a potential increase in the Monthly Availability Payments will not be accepted by ATTIKO METRO S.A.. Does ATTIKO METRO S.A. intend to amend the clause to allow for the proposal and acceptance of changes that may result in an increase in payments?

Response 317

Article 47 of the Partnership Contract remains as is.

Question 318

Can Attiko Metro please provide a forecast for the ridership of the Thessaloniki Metro throughout the contract term?

CLARIFICATIONS DOCUMENT

Response 318

See Response #89 above.

Question 319

INVITATION / 2.2.9.2

In paragraph 2.2.9.2 of the RFP, we read “Where in the required back-up documentation for the award of the Tender reference is made to the submission of a Legal Statement, as regards Greek companies, this means the “Legal Statement as per L. 1599/86”, while, as regards foreign companies, this means a statement of equivalent validity, i.e. an affidavit, or if there is no such provision, a Legal Statement before a court or administrative authority, a notary or the professional agency concerned of the country of origin of the Bidder. It is clarified that in case the legal representative of the Bidder is or resides in Greece and does not speak Greek, he may submit a Legal Statement of Law 1599/86, duly noted on the body of the statement that the undersigned fully understands the content of the statement having read its translation into a language he understands.” Please confirm that the above clause also applies for the phase of Submission of Offers.

Response 319

Confirmed.

Question 320

INVITATION

Please confirm that the legal statements required to be submitted for the Submission of Offers and for the award of the Tender, can be signed, by both Greek and foreign companies, with an advanced digital signature.

Response 320

The offers submission method is set out in term 2.4.2 of the Invitation to Tender.

Question 321

INVITATION

Please confirm that the Sample Statements of the Invitation for which the authenticity of the signature is required, can be signed, by both Greek and foreign companies, with an advanced digital signature.

Response 321

Confirmed.

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Question 322

INVITATION / 2.2.6.1

Concerning par. 2.2.6.1 (technical competence) in the Invitation which states: “In case the aforementioned experience derives from the Bidder’s participation in previous Association of Persons or of Economic Operators, the subject participation must be at least 50%.” Can Attiko Metro please confirm if this allows the use of the technical experience of a subsidiary or SPV of the Bidder, in which the Bidder participates with more than 50%?

Response 322

See response #155 of this document.

Question 323

PAYMENTS DOCUMENT / 2.2.2

We understand that the base date for the start of escalation for the Re-adjustable Element of the Annual Flat Charge is November of the year preceding the start of Commercial Revenue Period A. Therefore if Contract start and / or Commercial Revenue Period A is postponed, the Re-adjustable Element of the Annual Flat Charge indexation will not include the period between the initial Commercial Revenue Period A start date and actual Commercial Revenue Period A start date. However, in that case, costs incurred by the Contractor will increase because of inflation as they are incurred later. Would you consider a mechanism to adjust the opening Re-adjustment Factor for the Contractual Year of Service if Commercial Revenue Period A is postponed?”

Response 323

The Re-adjustment Factor (ΠA_{ϵ}) shall be calculated as described in the Payments Document.

Question 324

Kindly provide to the Interested Parties the following documents for the data-room, as requested 3rd October 2022:

- Diagrams of existing and planned data network cabling, building termination points (RJ-45), patch panels for all stations and depots
- Documentation of existing and planned data network connections for all stations and depots
- Diagrams and documentation for WAN/ISP cabling for all stations and depots
- Location and schematics for all dedicated parts of stations and depots to IT equipment (i.e. server rooms, data center)
- Location and schematics for dedicated electrical power supply for IT in all stations and depots that documents how operational and any redundant electrical power is made available to IT infrastructure. This should include dimensions of power to assess maximum power consumption potential.

CLARIFICATIONS DOCUMENT

- Location and schematics for dedicated cooling supply for IT in all stations and depots that documents how operational and any redundant cooling is made available to IT infrastructure. This should include dimensions of cooling to assess maximum cooling potential.
- Functional description of any shared services that are to be offered by the Contractor to other tenants at the depot.
- Diagrams/landscapes/documentation of known systems (e.g. OCC systems)
- List of vendors of IT and OT systems and licenses, including which systems they have supplied.
- All technical documents relating to cyber security
- Depot Equipment - All documents: specifications, maintenance document, maintenance schedules, spare parts, guarantees
- Power Supply – High voltage - All documents: general presentation / specifications, BOQ, maintenance documents / schedules / manpower, spare parts lists, guarantees
- Lifts and escalators - All documents: general presentation / specifications, BOQ, maintenance documents / schedules / manpower, spare parts lists, guarantees
- Low voltage systems - All documents: general presentation / specifications, BOQ, maintenance documents / schedules / manpower, spare parts lists, guarantees
- Water management (plumbing, pumps, sumps) - All documents: general presentation / specifications, BOQ, maintenance documents / schedules / manpower, spare parts lists, guarantees
- Civil stations - Table of all areas by type in all stations and depot: office areas, service areas, public areas, technical areas, guarantees
- Building Management System - All documents: general presentation / specifications, BOQ, maintenance documents / schedules / manpower, spare parts lists, guarantees
- Fare collection system - All documents: general presentation / specifications, BOQ, maintenance documents / schedules / manpower, spare parts lists, guarantees
- Communication systems - Bill of quantities, maintenance documents / schedules / manpower, spare part lists, guarantees
- Tunnel ventilation system - maintenance documents / schedules / manpower, spare parts lists, guarantees
- Platform Screen doors and HVAC systems - All documents : general presentation / specifications, BOQ, maintenance documents / schedules / manpower, spare parts lists, guarantees
- Rolling Stock - bill of quantities
- Track, 3rd rail, switches - bill of quantities, spare parts lists, guarantees
- BOQ reference 1G00LV100K100B

Response 324

All available documents shall be provided to the Contractor upon signing of the Delivery – Acceptance Protocol and the delivery – acceptance of the Project Log, as foreseen in Article 16.3 of the Partnership Contract. However, the documents, which are necessary for the Contractor to provide his services prior to the delivery – acceptance of the Project Log, shall be made available to the Contractor after the signing of the Contract.

CLARIFICATIONS DOCUMENT

Question 325

Kindly provide the following files or Dataroom references:

- GFD2 - Operations Plan - (1G00GE460B707)
- Operations Plan - (1G00GE460X801)
- Preliminary Training Plan (1G00GE500V300)
- Training Programme
- Job Duties including Responsibilities & Qualifications (1G00GE460U901)
- Staffing Plan (1G00GE460Q800)
- DFD - ATC (Automatic Train Control) - ATS Operation Manual
- Any document (e.g. ATC performances analysis) that could provide operation performances (e.g. station to station running times, headway calculation)

Bill of quantities, spare parts lists related Track, 3rd rail and switches

Response 325

All available documents shall be provided to the Contractor upon signing of the Delivery – Acceptance Protocol and the delivery – acceptance of the Project Log, as foreseen in Article 16.3 of the Partnership Contract. However, the documents, which are necessary for the Contractor to provide his services prior to the delivery – acceptance of the Project Log, shall be made available to the Contractor after the signing of the Contract.

Question 326

- a) Taking into account the full list of issues we have previously mentioned, we believe that consideration should be given to revising these documents so as to achieve a tendering process compliant with the international business standards related to metro system operation and maintenance services.
- b) In any case, we will need the responses to the contested issues as soon as possible and in any case before the deadline for the publication of the clarifications document on 22-11-2022. You are kindly requested to take into account that for the possible submission of an offer on 12-12-2022, the deadline for the publication of the clarifications document does not allow sufficient time for the preparation of the offer.

Response 326

- a) There is no reason for proceeding with the revision of the terms of the Tender..
- b) ATTIKO METRO S.A. will respond to the questions of the interested parties within the deadline foreseen by the Invitation to Tender, without prejudice to any eventual extensions.

CLARIFICATIONS DOCUMENT

CHAPTER B CLARIFICATIONS TO THE TENDER DOCUMENTS

Clarification 1

PAYMENTS DOCUMENT

A new Indicator KPI 8.3 has been added to AKPI 8 – Cleaning, with regard to the scoring of the perception of cleanliness in the Depot. The changes made are as follows:

§ 3.4:

Allocation of KPIs	
Operation-related KPIs	28
Maintenance-related KPIs	8
Cleaning-related KPIs	23
Security/ Protection-related KPIs	8
AFC Management-related KPIs	2
KPIs - General	3
KPIs of high importance	2829
KPIs of medium importance	23
Total of KPIs	5152

§ 3.5:

IV. Surveys which may be conducted by AM or others appointed by AM to this end. The questions of the survey may cover any sector of Services, which, to a great extent, is under the Contractor’s control. For example, customer satisfaction shall be assessed on the basis of the following aspects:

1. Satisfaction from the operation (frequency, punctuality of trips, etc.)
2. Cleanliness in public areas, ~~and~~ trains and depot
3. Availability and reliability of information
4. Politeness and appearance of the personnel
5. Total score of customer satisfaction.

§ 3.7: Detailed calculation of KPI

CLARIFICATIONS DOCUMENT

C.1. Scoring of the perception of cleanliness in stations	
Method of Calculation	Inspection
KPI target value	98%
Detailed Calculation	For determining the specific KPI, the cleanliness of each station shall be evaluated <u>at least</u> once every month in relation to the report / checklist to be determined by AM based on inspection

C.2. Scoring of the perception of cleanliness in trains	
Method of Calculation	Inspection
KPI target value	98%
Detailed Calculation	For determining the specific KPI, the cleanliness of each train shall be evaluated <u>at least</u> once every month in relation to the report / checklist to be determined by AM based on inspection

C.3. Scoring of the perception of cleanliness in the depot	
<u>Method of Calculation</u>	<u>Inspection</u>
<u>KPI target value</u>	<u>98%</u>
<u>Detailed Calculation</u>	<u>For determining the specific KPI, the cleanliness of the depot shall be evaluated at least once every month in relation to the report / checklist to be determined by AM based on inspection</u>

§ 4.2.

8	Cleaning	8.1	Scoring of the perception of cleanliness in stations	50 <u>40</u> %	Cleaning
		8.2	Scoring of the perception of cleanliness in trains	50 <u>40</u> %	
	<u>8.3</u>	<u>Scoring of the perception of cleanliness in the Depot</u>	<u>20</u> %		

CLARIFICATIONS DOCUMENT

§ 4.8.1.1:

Scoring of the perception of cleanliness in stations	
KPI 8.1 target value	98%
Importance of KPI 8.1 in AKPI 8	50 <u>40</u> %

§ 4.8.1.2:

Scoring of the perception of cleanliness in trains	
KPI 8.2 target value	98%
Importance of KPI 8.2 in AKPI 8	50 <u>40</u> %

§ 4.8.1.3

4.8.1.3 KPI 8.3

Scoring of the perception of cleanliness in the depot	
<u>KPI 8.3 target value</u>	<u>98%</u>
<u>Importance of KPI 8.3 in AKPI 8</u>	<u>20%</u>

For reasons of calculating the monthly payment deduction, the payment deduction per indicator value shall be calculated as follows:

<u>Value of Indicator 8.3</u>	<u>Marginal Percentage of Payment Deduction</u>	<u>Cumulative Percentage of Payment Deduction</u>
<u>Target value up to 95%</u>	<u>1.0%</u>	<u>1.0%</u>
<u>94.99% and less than 94.99%</u>	<u>2.0%</u>	<u>3.0%</u>

Annex 3

8	Cleaning	8.1	Scoring of the perception of cleanliness in stations	98%	50 <u>40</u> %	3%
		8.2	Scoring of the perception of cleanliness in trains	98%	50 <u>40</u> %	

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		<u>8.3</u>	<u>Scoring of the perception of cleanliness in the depot</u>	<u>98%</u>	<u>20%</u>	
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Annex 4

8.2	Scoring of the perception of cleanliness in trains	Target value up to 95%	1.0%	94.99% and less than 94.99%	3.0%	N/A	N/A
<u>8.3</u>	<u>Scoring of the perception of cleanliness in the depot</u>	<u>Target value up to 95%</u>	<u>1.0%</u>	<u>94.99% and less than 94.99%</u>	<u>3.0%</u>	<u>N/A</u>	<u>N/A</u>
9.1	Response to failures or dangerous conditions	Target value up to 97%	0.8%	96.99%-96.01%	1.6%	96% and less than 96%	3.0%

Clarification 2

PAYMENTS DOCUMENT / § 3.6

The calculation of the KPI with regard to C. Cleaning is amended as follows:

C. CLEANING				
S/N	Title	Calculation	Target Value	Importance
C.1	Scoring of the perception of cleanliness in stations	Each station shall be evaluated <u>at least</u> once a month against a report/checklist to be defined by AM	98%	High
C.2	Scoring of the perception of cleanliness in trains	<u>At least</u> 10 trains shall be evaluated once a month against a report/checklist to be defined by AM	98%	High

CLARIFICATIONS DOCUMENT

C.3	<u>Scoring of the perception of cleanliness in depot</u>	<u>The depot shall be evaluated at least once a month against a report/checklist to be defined by AM</u>	98%	High
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Clarification 3

PAYMENTS DOCUMENT/ § 2.4.3 / English Version

2.4.3 Submission of Monthly Accounts

The monthly accounts prepared *in* the framework of the Contract shall be submitted to AM during the first 10 ~~months~~ days of each calendar month and shall cover the previous calendar month. The account shall be submitted in five (5) printed original copies and in digital format.

...

Clarification 4

PAYMENTS DOCUMENT/ § 3.6

2.4.3 Submission of Monthly Accounts

...

In particular, the following deductions shall apply to the Contractor:

~~a) Deduction of 0.07% calculated on the value of each payment before taxes and deductions in order to meet the operational needs of the Hellenic Single Public Procurement Authority (HSPPA), which shall be borne by the Contractor (Article 4 of Law 4013/2011 as applicable following the amendments made by Law 4912/22);~~

~~a~~**b)** Deduction of 0.02% in favor of the development and maintenance of the Integrated Information System of ESIDIS, which is calculated on the value of the contract, VAT excluded. This amount shall be deducted from each payment by ATTIKO METRO S.A. in the name of and on behalf of the Ministry of Digital Governance, in accordance with paragraph 6, article 36, Law 4412/2016;

~~b~~**e)** Deduction of 0.1% which is calculated on the value of each payment before taxes and deductions in favor of the HSPPA (article 350, paragraph 3 of Law 4412/2016, as applicable following the amendments made by Law 4912/22).

...

Clarification 5

PAYMENTS DOCUMENT/ § 4.1

It should be noted that during the first three (3) months of the operation of the Thessaloniki Metro, the Contractor shall receive the monthly payment without the deduction of the payment deriving from the PDM. However, it is noted that the Monthly Performance Report shall be normally submitted from the first (1st) month of the operation.

CLARIFICATIONS DOCUMENT

...

Clarification 6

TECHNICAL DESCRIPTION AND SPECIFICATIONS/ § 2.8.2

... as regards the minimum required quantity of spare parts that must be kept at the warehouse, as described in Annex A. The exact revised list of the spare parts to result from the approved RAMS designs shall be made available to the Contractor upon the signing of the Delivery – Acceptance Protocol.

The Contractor ...

Clarification 7

TECHNICAL DESCRIPTION AND SPECIFICATIONS/ Annex A – List of Spare Parts (Page 224 out of 311 – English version)

MV-LV Power Distribution (400/230VAC)

Clarification 8

TECHNICAL DESCRIPTION AND SPECIFICATIONS/ Annex A – List of Spare Parts/Telecommunications (Page 227 out of 311 – English version)

The Former Contractors are responsible for the supply of spare parts in accordance with the General Specification requirements, document T_DP15100.

Clarification 9

Reliability, Availability, Maintainability and Safety (RAMS) / § 4.9.4

...

The actual (field) MTBF of equipment shall be calculated from the $R(t) = e^{-\frac{t}{MTBF}}$

$$R(t) = e^{-\frac{t}{MTBF}}$$

where R is the field reliability N is the number of the installed and operational LRUs of an equipment type. If during the reference period Tref, nLRUs have failed then $R(Tref) = 1 - \frac{n}{N}$

$$\frac{n}{N} = e^{-\frac{Tref}{MTBF}} \quad R(Tref) = 1 - \frac{n}{N} = e^{-\frac{Tref}{MTBF}} \quad \text{and} \quad MTBF = \frac{-Tref}{\ln\left(1 - \frac{n}{N}\right)}$$

...

Clarification 10

TECHNICAL DESCRIPTION AND SPECIFICATIONS/ Annex D - Job Descriptions of Key Personnel

1 GENERAL MANAGEMENT

1.1 Managing Director

CLARIFICATIONS DOCUMENT

Qualifications

Knowledge/Skills:

...

- General knowledge of the *relevant Greek and* Community Legislation, the Public Procedures and of the generally acceptable principles and practices on public opinion managing, as well as commitment to follow training on Greek Legislation.

Clarification 11

PAYMENTS DOCUMENT / Annex 1 – Definitions (Page 104 out of 115 – English version)

A train trip is delayed if the actual time of the travel exceeds the scheduled travel time (applicable under normal operation conditions and in downgraded operation conditions) by the seconds corresponding to the operational headway. Only commenced train trips shall be considered as delayed *and the trip shall be executed without omitting any station stops.*

Any accidental or intentional bad use does not constitute an Operation Failure leading to a Delay in the sense described in this document.

Clarification 12

Reliability, Availability, Maintainability and Safety (RAMS) / § 5.4.4

....

If the complexity of equipment maintenance requires specialized maintenance skills normally available by the Equipment Supplier, then ~~he~~ *the Contractor* shall arrange for the necessary Service Level Agreements (SLA) with the Equipment Supplier that shall satisfy resource availability and response times in line with RAM system targets.

Clarification 13

TECHNICAL DESCRIPTION AND SPECIFICATIONS/ § 8.2

.... and by the Ticket Offices in Stations.

Tickets and cards shall be provided by ThETA. The supply of the remaining consumables is the responsibility of the Contractor.

In all stations

Clarification 14

TECHNICAL DESCRIPTION AND SPECIFICATIONS/ § 5.1.4

Each one of the works, rolling stock and systems' contractors shall be responsible for the corrective maintenance of the Project that he has performed within a 36-month period from

CLARIFICATIONS DOCUMENT

their certified completion for works contracts, subject to the timely submission of the Final Measurement, and their final acceptance for procurement contracts, in implementation of the applicable terms and conditions of the relevant contracts the date of issuance of the Completion Certificate for all works that he has undertaken, while for a period of 12 months from the certified completion of the Base Project date of issuance of the Completion Certificate only the Construction Contractor of the Base Project is responsible for the preventive (scheduled) maintenance as well.

The above shall also affect the stages of mobilization of the Contractor’s personnel, as also presented in Figure 2.

Clarification 15

RAMS Document/ para. 4.2 / RAM System Performance Demonstration

.....

- or under the responsibility of the construction contractors of works or systems, in case these reports have been compiled within the three (3) - year guarantee period upon their certified completion as concerns the works contracts, subject to the timely submission of the Final Measurement, and upon their final acceptance as concerns the procurement contracts, in implementation of the terms and conditions of the relevant contracts prior to the acceptance for use

....

Clarification 16

TECHNICAL DESCRIPTION AND SPECIFICATIONS / § 2.2

.....

If this is not the case, for any reason whatsoever, the Contractor must document the reasons for his non-compliance with the RAMS requirements. If the Contractor’s report is documented and approved by AM, the reinstatement shall be carried out either at the Contractor’s responsibility, in case of inadequate maintenance or erroneous operation related selections, or at the responsibility of the construction Contractors of the projects or systems, in case these reports have been prepared within the three (3)-year guarantee period upon their certified completion as concerns the works contracts, subject to the timely submission of the Final Measurement, and upon their final acceptance as concerns the procurement contracts, in implementation of the terms and conditions of the relevant contracts (3 years from the acceptance for use) or within a more extended time period up to 10 years in case of “design failure”. Moreover, the Contractor shall observe the requirements of para. 4.13.