



**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, Α.Σ.: 164503**

## **CLARIFICATIONS DOCUMENT 2**



**CLARIFICATIONS DOCUMENT 2**

---

**CONTENTS**

**CHAPTER A. RESPONSES TO QUESTIONS**

**CHAPTER B. CLARIFICATIONS TO THE TENDER DOCUMENTS**

## CLARIFICATIONS DOCUMENT 2

---

This Clarifications Document 2 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](http://www.promitheus.gov.gr) of ESIDIS.

The Clarifications Document 2 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**

Further to the issuance of the Tender Terms Amendment Document dated 23.01.23, “relying on third party competence”, stipulated in article 2.2.8.1, is also now applicable to the technical experience, as required by article 2.2.6.1 of the Invitation. However, based on responses #155 and #322 of the Clarifications Document dated 22.11.2022, it was explained that, in line with the terms of article 2.2.6.1, bidders are not allowed to rely on the technical experience of a subsidiary (including, therefore, a special purpose vehicle (company) - "SPV") of the bidder in which the bidder holds more than 50% of the shares. In this context of widening competition, upon the issuance of the Amendments Document, kindly confirm as follows:

- (a) The bidder can invoke the experience of a subsidiary company (including , thus, a special purpose company), in which he holds, directly or indirectly, shares over 50%, in view of fulfilling the requirements of article 2.2.6.1 of the Invitation, as amended;
- (b) This response prevails over responses #155 and #322 of the Clarifications Document and replaces same.

#### **Response 1**

- a) Confirmed.
- b) Confirmed.

#### **Question 2**

Articles 2.2.8.1 of the Invitation and 14.2.6 of the Partnership Contract, further to their amendment, dated 23.01.23, stipulate the following: *“In case the Bidders rely on the capacities of other operators, as regards the technical and/or professional competence criteria, the economic operators lending the experience, ought, on the one hand, to provide their own competence and/or experience while they cannot provide the competence and/or experience of other operators (indirect lending), and, they ought, on the other hand, to provide – themselves – the services requiring the specific competence, while the option for awarding the subject services to other economic operators shall be excluded.”* If the Bidder relies on the capacities of other operators (operator lending the experience) in order to fulfill the requirements of the technical and professional competence, in line with article 2.2.6.1 of the Invitation, and, at the same time, the operator lending the experience is controlled (either directly or indirectly) by a member of a Consortium / Association of Economic Operators, can the member provide the services for which the specific capacities are required?

---

**CLARIFICATIONS DOCUMENT 2**

---

**Response 2**

Applicable shall be the content of term 2.2.8.1 of the Tender Terms Amendment Document, according to which those operators lending the experience required ought to provide the services for which the specific capacities are required.

**Question 3**

In case the response to the aforementioned question (#2) is negative, kindly confirm that “*the services requiring the specific competence*” (in line with the amended articles 2.2.81 of the Invitation and 14.2.6 of the Partnership Contract) and which (services) must be provided by the economic operator Lending the Experience, can only be limited to technical assistance services.

**Response 3**

This is not acceptable.

**Question 4**

Kindly confirm that, in line with article 2.2.1 of the Invitation, as recently amended, in the event of borrowed experience, the economic operators lending the subject experience, in accordance with article 2.2.6.1 of the Invitation, are not required to hold a specific percentage of shares in the special purpose vehicle (company).

**Response 4**

In line with article 2.2.6.1 of the Tender Terms Amendment Document, in case the required experience derives from the Bidder’s participation in previous Association of Persons or of Economic Operators, the subject participation must be at least 25%.

In addition, it is stressed that it is not required for the economic operators lending the experience to hold a percentage of shares in the Special Purpose Company that will be established for the specific contract.

**Question 5**

According to the Tender Documents and response #5 of the Clarifications Document, the cost related to the electric power is borne by the Contractor. Generally, electricity bills include the actual cost of electricity consumption, which is considered a "direct cost", but also an "indirect cost", such as general municipal charges, municipal cleaning-electricity charges, Municipal Tax and the Property Tax. Kindly clarify whether the "indirect costs" of electricity bills are applicable to this contract and whether they are required to be included in the financial model of the candidate contractor.

**Response 5**

See Response #9 of this Clarifications Document.

---

**CLARIFICATIONS DOCUMENT 2**

---

**Question 6**

If the competent Municipal Authority imposes other/different "indirect costs", which are borne by the Contractor, and to the extent that there is no previous example of such costs being borne by a Metro project in Thessaloniki and in other cities, kindly describe in detail the areas (in sq.m.) to be taken into account for each of the charges (stations, depot, tunnels) in order to calculate the following: Municipal Fees, Municipal Taxes, Property Tax.

**Response 6**

See Response #9 of this Clarifications Document.

However, kindly be informed that the areas of the building facilities of the Thessaloniki Metro Projects are of the order of 250,000m<sup>2</sup>, not including the areas of the tunnels, which can be calculated by the Bidders taking into account the information that have been provided in electronic form, by virtue of article 2.1.5.2 of the Invitation.

**Question 7**

In accordance with response #163 of the Clarifications Document, 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. Kindly provide us with a list of the "Facilities and Equipment" that have to be taken into account, given that the contract documents do not specify anything to this effect.

**Response 7**

In line with response number 163 of the 1<sup>st</sup> Clarifications Document "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".

As concerns the facilities and equipment of both the Base Project and the Extension, applicable shall be response number 295 of the 1<sup>st</sup> Clarifications Document. The description of the facilities and equipment has been provided to the interested parties in electronic form, by virtue of article 2.1.5.2 of the Invitation, while further details shall be given to the Contractor upon the 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 information that the Contractor needs in view of providing his services prior to the delivery – acceptance of the Project Log shall be provided to him after the Contract signing.

**Question 8**

Given that, as specified in ANNEX V, Sample B2 of the Financial Offer, and, more specifically, in section A: ASSUMPTIONS (FOR REASONS OF COMPILING THE FINANCIAL OFFER), the SIGNING DATE is set on 31.12.2022 with the duration of the PREPARATORY PERIOD A' to be set to 12 months and, thus, the PROVISION OF SERVICES COMMENCEMENT PERIOD to be set on 01.01.2024, kindly clarify whether an updated version of ANNEX V – B2 (Financial Offer Sample) of the Invitation will be issued,

## CLARIFICATIONS DOCUMENT 2

---

since the date of 31.12.2022 has elapsed and the contract has not been yet signed. In any case, kindly clarify what the new references are in relation to:

- (a) The Signing Date;
- (b) The commencement of the PPP Contract;
- (c) The completion of the Preparatory Period prior to the Commercial Revenue (Preparatory Period)
- (d) Provision of Services Commencement Period.

### **Response 8**

The dates referred to in the Financial Offer Sample are indicative and their inclusion in the subject Sample is for offer submission purposes only, since the dates remain the same for all candidates, resulting in the existence of comparability between the offers submitted.

Subsequently, during the execution of the Contract, the adaptation of certain items, such as the actual PPP Contract Commencement Date, the actual inflation and other parameters, as described in the Payments Document, shall be taken into consideration.

### **Question 9**

Is the Contractor of the contract subject to the application range of article 99, paragraph 2 Law 4199/2013?

### **Response 9**

In line with the provision of article 99, paragraph 2 Law 4199/2013, the real estate, either built or un-built, utilized by the Public Utility Organizations (PUOs) that carry out transport work, in order to accomplish their activities and to smoothly execute their work, is not subject to duties, special taxes, third parties' rights foreseen by the provisions of articles 1, 2, 3, 7 and 10 Law 25/1975 (A` 74), articles 1, 2 and 3 Law 429/1976 (A` 235), article 24 paragraph 1 Law 2130/ 1993 (A` 62) and article 5 paragraph 1 Law 3345/2005. Thus, the third party-private entity to whom transport work services are granted, on the basis of Public Private Partnership Contract, is released from the aforesaid obligation, because it provides services of public interest.

### **Question 10**

Via the document entitled “Tender Terms Amendment Document”, dated 23.01.23, Article 2.2.8.1 of the Invitation was amended and permission was given to the bidders to rely on third party capacities, as regards the technical/professional competence related criteria as well.

Kindly confirm that as regards third party operators too, to whom the bidding economic operators rely on, per article 2.2.8.1 of the Invitation, applicable are the restrictions foreseen in article 2.2.1 of the Invitation, for the same bidding economic operators. More specifically, kindly confirm that entitled to lend experience are physical or legal entities established:

- a) in a member – state of the European Union,
- b) in a member – state of the European Financial Area (EFA),

## CLARIFICATIONS DOCUMENT 2

---

c) in third countries which have signed and ratified the Public Procurement Agreement (PPA), to the extent that the contract under award is covered by Annexes 1, 2, 4 and 5 and the general notes of Appendix I of the aforesaid PPA, as well as

d) in third countries that do not fall under the above item c and have concluded a bilateral or multilateral agreement with the European Union in issues related to public contracts awarding procedures.

Moreover, kindly confirm that companies or entities that reside or have their statutory or actual establishment or are established in non-cooperative states, as these are determined in the Income Tax Code, article 65 (Law 4172/2013, as applicable) and are listed in the Decision of the Minister of Finance issued in line with the subject provisions, cannot provide their support, either individually or as members of Associations of Persons or of Economic Operators, to bidding economic operators, in the sense of article 2.2.8.1 of the Invitation.

### **Response 10**

The restrictions as to the eligibility for participation determined in term 2.2.1 of the Invitation concern only the participating economic operators and not third parties providing borrowed experience, who, however, in line with term 2.2.8.1 of the Invitation, ought to prove that the reasons for disqualification mentioned in term 2.2.4 of the Invitation are not valid and that they meet the selection criteria on a per case basis.

### **Question 11**

#### **PPP CONTRACT / ARTICLE 22.3.2**

According to clause 22.3.2 of the Partnership Contract, ATTIKO METRO S.A. has the right to place and maintain insurance policies if not already placed by the Contractor. Kindly amend this clause so that the Contractor is provided with a prior 60-day written notice from ATTIKO METRO S.A., so that it has sufficient time to take actions to revert within the time frame set herein.

### **Response 11**

The subject clause, on the one hand, provides for the right of ATTIKO METRO S.A. to intervene, which, in itself, does not exclude (nor does it presuppose) the present proposal for prior (reasonable) notice (at ATTIKO METRO S.A.'s discretion, and on a per case basis), in order, as already mentioned, not to jeopardize the insurance coverage (which is, besides, the primary and basic obligation of the Contractor).

### **Question 12**

#### **PPP CONTRACT / ARTICLE 22.3.2**

We strongly recommend the amendment of clause 22.3.3 of the Partnership Contract introducing definitions, to read as follows: “Unavailable” Insurance cover shall mean when not provided by Reputable Insurers as per S&P rating worldwide and when the insurance cost is excessive.

Reputable Insurers should be considered Insurers with S&P rating above B- (B minus) or equivalent and Excessive cost shall mean when exceeding [•] times or [•%] from the initial insurance cost having been calculated from the Base Date – or other date - when by the same time in this case (when excessive insurance cost occurred) the additional (excessive) cost needs to burden AM and not the Contractor.

---

**CLARIFICATIONS DOCUMENT 2**

---

We consider the interpretation given into the clause 22.3.3 is not in alignment to the above, since we read that “unavailable insurance cover” is only when not provided by “recognized insurance companies” when by the same time “recognized insurance company” is considered (as per AM) the insurer that can provide the terms and conditions requested into the Partnership Contract as minimum requirements.  
Therefore we kindly ask AM to consider amending this clause.

**Response 12**

Article 22.3.3 of the Partnership Contract remains as is.

It is hereby clarified that the term “recognized insurance companies” refers only to insurance companies with minimum credit rating **A-** from recognized Credit Rating Agencies (AM Best, S&P, Moody’s, Fitch).

**Question 13**

**INSURANCE DOCUMENT / ARTICLE 8**

In respect to the Insurance Document, Article 8, (PROPERTY/ASSET & LOSS OF REVENUE/BUSINESS INTERRUPTION INSURANCE) we read as follows:

Clause 8.4 and 8.5 Property Damage Section: the total Sum Insured is the total value of the Project with basis of loss settlement “new for old”.

Clause 8.6 Business Interruption Section: the total Sum insured the total Gross Profit consisting from Standing charges and Net revenues.

At the same time we read in clause 8.12 Limit of Insurance €50.000.000 per event and in the annual aggregate.

Please provide the following clarifications and or confirmations:

- The description of sum insured in clauses 8.4, 8.5 and 8.6 comes in contradiction to clause 8.12
- Please provide the Indemnity Period for the Business Interruption Section
- Please confirm and amend accordingly that the Combined Single Limit of Indemnity €50.000.000 applies for both for Property Damage and Business Interruption Sections of the policy.

**Response 13**

The articles of the Insurances Document indicating the sums insured are as follows: 8.5 – Section I All Risk Policy for Property / Assets Coverage and article 8.6 – Section II Cover of Loss of Revenue.

Article 8.12 concerns the sum insured in **Risk A’** only for Section I.

The sum insured for Loss of Revenue – Section II remains separate and independent from Section I.

The Indemnity Period for Loss of Revenue / Business Interruption is 18 months.

**Question 14**

**INSURANCE DOCUMENT**

In respect to the Insurance Document New Minor works,



CLARIFICATIONS DOCUMENT 2

---

Clause 3.3, 3.4 and clause 10 we read that New CAR and TPL-EL insurance policies needs to be in place for those New Supplies and New Minor works.

By the same time in clause 3.4 last paragraph we read that “the insurance cover, terms and conditions and the related premium due will be subject of and will be formulated between both AM and the Contractor”.

Please confirm that any additional insurance cost and premium due under insurances needs to be placed as per clause 10 herein shall be subject of additional payment by AM to the Contractor.

Otherwise, in order for all participants to evaluate and budget the same project’s information please provide your estimation for the Contract Value of those New Procurement and New Minor works.

**Response 14**

Clause 3.4 of the Insurance Document is reworded as follows:

“.....  
.....

~~“In view of the possibility for the award and execution of limited, at the very least, In the event that the Contractor deems it necessary the execution of limited construction activities in the framework of this Project and its budget, required shall be the conclusion of a **Contractors All Risks (C.A.R)** insurance, with uninterrupted validity of the insurance cover, ensuring the remuneration procedure of the covered incidents and claims deriving from the construction activities.”~~

As derives from the aforesaid rewording, both the additional scope and the conclusion of a **Contractors All Risks (C.A.R)** insurance constitute the Contractor’s responsibility and are included in the Contractor’s financial offer.

**Question 15**

**INSURANCE DOCUMENT - ARTICLE 8.13**

In respect to the Insurance Document clause 8.13, please confirm that the deductible amounts in case of loss to the insured Property Damage & Business Interruption, should burden the AM, unless the event is attributable to the Contractor’s scope of work under this scope of services under the Contract.

**Response 15**

The exemptions stipulated in article 8.13 of the Insurance Document shall be borne by the Contractor.

**Question 16**

**INVITATION – ARTICLES 2.2.6.1 & 2.2.6.2**

- A) According to clarifications No 155 and 322 of the clarifications document issued on 22/11/2022, the experience of subsidiary companies of a Bidder will not be accepted for the provision of the required technical experience (pass/fail element). However,

## CLARIFICATIONS DOCUMENT 2

---

no explicit exclusion of this restriction is provided for an SPV. Could AM please confirm that the Bidder's technical experience may derive from any SPV in which the Bidder's participation is at least 25%?

- B) Moreover, considering the experience that is available globally, we deem that the requirement for the provision of the relevant experience for at least 3 consecutive years is high. Hence, kindly amend the specific time period to 18 consecutive months

### **Response 16**

- a) See Response #1 herein.  
b) Articles 2.2.6.1 & 2.2.6.2 of the Invitation remain as they are.

### **Question 17**

#### **INVITATION – ARTICLE 2.2.6.3**

According to article 2.2.6.3 of the Invitation, the Bidder is required to have ISO 9001 certification. Given that the operation and maintenance of the Project will be undertaken by the relevant SPV which will be established, could AM please consider, instead of the abovementioned provision, the ISO 9001 certification requirement to be fulfilled by the SPV through the Partnership Contract, and in any case no later than the commercial operation date (e.g. the commencement date) of the project?

### **Response 17**

Article 2.2.6.3 of the Invitation remains as is.

### **Question 18**

#### **GENERAL**

According to clarification No. 201 in the clarifications document dated 22.11.2022, a cloud based IT solution for the IT-ERP information system is not acceptable, and that physical servers are required. Can AM please confirm that it is acceptable to use Microsoft and SaaS products for the information system IT/ERP that shall be provided and that would fall under the regime of article 41.2.1 of the Partnership Agreement instead of 41.2.2 and not bespoke, locally developed software solutions?

### **Response 18**

Confirmed. See Chapter B herein.

### **Question 19**

#### **GENERAL**

The transfer of data (e.g. personal data) to AM will be very complicated to implement for several reasons, including EU regulations on GDPR which impose strict conditions for the transfer of personal data. The transfer of those data in compliance with GDPR regulation

## CLARIFICATIONS DOCUMENT 2

---

requires additional resources which could have significant cost impact. Can AM please confirm that the transfer of data is limited to commercial operations related data (thus excluding employee's data)?

### **Response 19**

The Contractor's obligations also include adherence to the applicable legislation about GDPR. Furthermore, his obligations include introduction of all necessary measures for ensuring the confidentiality of the information that is brought to his attention and/or is processed by him, which (information), on the basis of the applicable legislation, is or has been lawfully characterized as confidential.

### **Question 20**

#### **GENERAL**

Can AM please indicate from which date the warranties of the construction contractor of works or systems commence? From the response already received from AM we have assumed the warranties for all Project assets delivered by the contractors of works or systems commence start at the completion date of the mobilization phase and provided that the acceptance testing is complete. Can AM please confirm the above assumption is correct?

In addition to that, clarification was provided that infrastructure, systems and rolling stock RAMS warranties of 3 years would be in place. It is not clear how acceptance testing, performance targets or quality will be managed at hand over. The key challenge is the interface between the Operator's performance regime and the delivery of construction contractors RAMS warranties through maintenance procedures in the first 3 years of the contract. We request the relevant Contractor's obligations relating to the performance regime which are impacted by maintenance activities of the contractors of works or systems are negotiated at preferred bidder stage and managed during mobilization.

### **Response 20**

Applicable shall be Responses 62, 104, 107 and 112 of the 1<sup>st</sup> Clarifications Document, which concern both the Base Project and the Extension.

### **Question 21**

#### **GENERAL**

The Contractor receives no payment during the mobilization period or compensation if the contract is terminated. This causes a tax and accounting issue for this liability as well as a financial risk. Whilst financial risk can be minimized through spend profile, if the mobilization payment was compensated on termination that would change the tax and accounting treatment and significantly reduce the cost to AM. Can AM please consider availability payments during the mobilization phase.

### **Response 21**

The relevant requirement remains as is.

## CLARIFICATIONS DOCUMENT 2

---

### **Question 22**

#### **GENERAL**

A list of spare parts for vehicles is provided. This is inadequate for operation (e.g. a full set of bogies or air conditioning units is not included). There is also no clarity on how asset condition for hand back will be fairly evaluated. AM needs to provide enough spare parts to ensure operation and performance targets can be met. The previous clarification data did not provide a bill of quantities for station/depot assets and the ambiguity of hand back is making pricing a challenge. Can AM provide more data in respect to the assets above to allow Bidders to price more accurately?

#### **Response 22**

Applicable shall be Responses 64, 108, 117, 161, 176, 177 and 188 of the 1<sup>st</sup> Clarifications Document.

### **Question 23**

#### **GENERAL**

In order to ensure comparability among the Bids and, as is also the case in other PPP projects, it is proposed to set with clarity a certain Indexation Base Date for the calculation of the Readjustment Factor of the Annual Flat Charge. Moreover, the description that is provided for the determination of the CPI at the indexation base date in par.2.2.2 of the Payments Annex contradicts the relevant assumptions that are reflected in Financial Form B2. Kindly confirm that the Indexation Base Date is January 1st 2023 and that the value of CPI at the Indexation Base Date is the value of the CPI for the month of November of the previous year, i.e. November 2022. In this case, and in order to align with the assumptions reflected in the Financial FormB2 it is proposed to amend par. 2.2.2 of the Payments Schedule as follows:

The Readjustment Factor (ΠΑε) of the Annual Flat Charge for every Contractual Year of Services (ε) shall be calculated within the first 5(five) working days of every Contractual Year of Services starting from the first Contractual year of the Commercial Revenue Period ~~Services that follows the first full calendar Year of the Period of Services~~ [while for the earlier period, it shall be equal to one (1,00)], in line with the following formula:

[...]

Where:

$\Delta TK_j, \epsilon$  : the value of the CPI for the month of November that precedes the Contractual Year of Services in which the calculation is made (the “Readjustment CPI”).

$\Delta TK_{\eta, \Delta A}$  : the value of the CPI for the month of November of the year 2022. ~~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 the 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.~~

#### **Response 23**

The proposed amendment is not acceptable. The Readjustment Factor is calculated as described in the Payments Document.

## CLARIFICATIONS DOCUMENT 2

---

It is clarified that, for the purposes of the financial offer, all candidates in their financial offer ought to utilize a annual 2% inflation rate, as shown in the Financial Offer Sample. All financial offers shall be comparable, since all candidates will utilize the same assumptions and the same Financial Offer Sample. Changing the Financial Offer Sample is forbidden.

Paragraph 2.2 of the Payments Document determines the manner of calculating the Re-adjustment Factor for the Contractual Year of Services during the Partnership upon signing of the PPP Contract. For the purposes of the Partnership Contract, the Readjustment Factor is calculated in line with the actual  $\Delta TK$  (CPI), as published by the Hellenic Statistical Authority (ELSTAT), and in accordance with the provisions of the Payments Document.

### **Question 24**

#### **GENERAL**

Can AM please provide an updated timeline for the project? Have delays to the tender processes changed the start date of the mobilization, operation of the Basic Project line or the Extension Project line?

#### **Response 24**

Until the present date, the main contracts of the Base Project and the Extension are progressing in line with their approved time schedules. It is estimated that the Base Project will be completed on 30.12.2023, while the Extension Project will be completed on 11.06.2024. As regards the tendering process, it is progressing within the anticipated time frames.

In addition, see relevant Response #8 of this Clarifications Document.

### **Question 25**

#### **GENERAL**

Please can you confirm that AM will take the regulatory and tax risk associated with the unit price of energy?

#### **Response 25**

The cost related to the electric power shall be borne by the Contractor.

### **Question 26**

#### **INSURANCE DOCUMENT – ARTICLE 1.5**

Could AM please confirm that clause 1.5 of the Insurance Document means that the Contractor is obliged to maintain the insurance policies as requested, for the entire duration of the contract on a yearly basis renewal, and that in the event that any of these policies are cancelled or renewed, the Contractor commits to replace them with new policies offering similar guarantees and protection?

#### **Response 26**

## CLARIFICATIONS DOCUMENT 2

---

It is confirmed that the Contractor is obliged to maintain the insurance policies as requested, for the entire duration of the contract on a yearly basis renewal, and that in the event that any of these policies are cancelled or renewed, the Contractor undertakes to replace them with new policies that have to be checked whether they are or not a continuation of the previous ones.

### **Question 27**

#### **INSURANCE DOCUMENT**

As AM is not the policyholder of the insurance contract, the insurer will have no obligation to inform AM about any cancellation or reduction of guarantee and is not bound by a cancellation period. Could AM please confirm that in the event of a cancellation, amendment or termination, a specific broker letter signed by the broker in charge of the placement of the insurance policies would be sufficient to meet the clause 10.13 requirement?

### **Response 27**

ATTIKO METRO S.A., being the "Insured Party", is mandatorily informed, as the case is for the Insurance Beneficiary, about cases involving cancellation, amendment or termination of the insurance contract, or notification of damage (loss). Notification of ATTIKO METRO S.A. is made by the insurance company by any suitable means, such as, via the transmission of a registered letter.

### **Question 28**

#### **INSURANCE DOCUMENT**

Could AM please confirm that if Bidders rely on a group master policy, they would be allowed to share only a copy of the local policies reinsured under the Master Policy as well as an insurance summary, and not the Master policy itself (as Master policies are confidential documents that are not allowed to be shared)?

### **Response 28**

See response #264 of the Clarifications Document 1, namely: “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”.

**CLARIFICATIONS DOCUMENT 2**

---

**Question 29**

**INSURANCE DOCUMENT**

Could AM please confirm that if Bidders rely on a group master policy, they could share a proof of payment rather than the actual payment receipt of the premium of the first installment (as premium installments of the group insurance program are paid on an annual basis)?

**Response 29**

The Contractor’s obligations are detailed in article 22 of the Partnership Contract.

**Question 30**

**INSURANCE DOCUMENT**

Could AM please confirm that if Bidders rely on a group master policy, a cross liability coverage would be sufficient, rather than a co-insured status?

**Response 30**

See response #28 above.

CLARIFICATIONS DOCUMENT 2

---

CHAPTER B CLARIFICATIONS TO THE TENDER DOCUMENTS

PARTNERSHIP CONTRACT

Article 41

41.2.2 The Contractor must ensure the enforcement of rights for the use of the information system IT/ERP software to supporting the administrative operation of Thessaloniki Metro, so as AM can use freely and without any restriction whatsoever the overall software to be installed in the systems, ~~including the source code and any improvements, updates, adjustments, amendments, upgrading, integrations made to it.~~ The Contractor shall provide AM all necessary tools and documentation of the software, as defined above, in order to allow the latter to proceed with all required ~~changes~~ configurations in the programmable systems, as determined in the relevant Specifications. To this end, the Contractor shall ~~include~~ deliver the overall ~~source code~~ of the software, the applications software, the technical documentation, the tools for maintenance, improvements, updates, adjustments, amendments, ~~upgrading-integrations~~ to the software, so as to ensure, as well, the required compliance with the Accounting Bookkeeping Code. ~~into the scope of an “Escrow – Source Code Agreement” to be signed in a reasonable time period as of the procurement. The Receiver (e.g. Notary) to be used in the framework of the “Escrow – Source Code Agreement” shall be approved by AM. The Contractor shall be under the obligation to keep the source code updated in the framework of and in line with the terms of the “Escrow – Source Code Agreement” throughout the Contract period.~~

The Contractor shall submit to AM a certification by the Receiver, according to which:

~~1. The submitted means are compatible, complete, updated and tested, in order to verify that the source code files are identical to those of the software and that they are included in the software, as it has been commissioned, integrated and being in operational unity with the remaining existing systems of AM (as improved, updated, adjusted, amended, upgraded, during this Contract)~~

~~2. The submitted source code in a fully developed form shall process the data in the same way, as the software used at that time by the Contractor in the framework of the present Contract.~~

~~In case the Contractor or the software development company to which the Contractor has assigned the creation of the software closes down, partially or fully, files a petition for bankruptcy, violates the support agreement, or is merged and/or bought by another company or fails to respond to AM's request for the provision of technical support to AM within a thirty (30) – day period, etc., if the validity period of this Contract ends for any reason whatsoever, then the Receiver shall release the total of the submitted software to AM, in line with the terms of the “Escrow – Source Code Agreement”.~~

~~The stipulations of this article are valid as the minimum requirements. If, for the individual systems, further requirements are expressed as regards the Software~~





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 2**

---

~~and the Source Code, as stipulated in the individual contractual documents of  
the Specifications, then the Contractor is obliged to comply with these additional  
requirements.~~

Any violation on the part of the Contractor of the obligations stipulated in this term ~~and of  
the terms of the “Escrow — Source Code Agreement”~~ shall constitute a Case of  
Contractor’s Liabilities.