

2nd Memorandum of Understanding for Tender 2021-36 Framework agreement for purchase and delivery of traction power components for tram and metro rectifier stations

Below you will find the questions raised in the second round of information and the answers given, as well as any corrections and additions we might wish to make.

Date: 27 August 2021 final version

This document has been automatically translated from Dutch. In the event of differences of interpretation between the Dutch text and the English text, the Dutch text shall prevail.

Answering questions

Question No.	Subject/Document	Page /paragraph	Topic	Question	Answer
180	Framework AgreementFramework Agreement	art. 6.1	Communication	Will correspondence always be by e-mail or only by post? We would like to see a copy of such mail also sent by e-mail. We suggest adding this to the article.	In principle, all communication is by e-mail. It is not a problem for CFP to send communications by post also by e-mail.
181	Framework AgreementFramework Agreement	Art. 12.1(b)	Early termination	(i) Please add to Art. 12.1(b)(ii) that the communication must be in writing. (ii) If this is not accepted, please (a) explain why and (b) see what concessions can be made.	A written notice of default is already sent in relation to this article. GVB sees no reason to further modify this article.
182	Framework AgreementFramework Agreement	art. 13.2	Force majeure	(i) Please remove due to COVID-19 situation: illness of staff and lack of raw materials. (ii) If this is not accepted, please (a) explain why and (b) see what concessions can be made.	GVB chooses not to qualify COVID as force majeure. GVB has a specific COVID clause and will add it to the adapted version of the further agreement. GVB considers this appropriate in view of the likely temporary nature of COVID. See adapted more detailed agreement.
183	Framework AgreementFramework Agreement	art. 14.1	Liability and indemnity	(i) In principle, the supplier only accepts liability for direct damage. Please replace the word "all" with "direct" in the first sentence. (ii) If the Supplier pays for the defence of the claim, it would like to have control over the defence of the claim. Please amend this. (iii) It was indicated at the 1st NSA by CFP (see no. 012) that Supplier will be involved in the settlement of claims. How will the Supplier be involved in this? How does GVB envisage this? (iv) Since it usually involves composite installations for which Supplier sometimes bears partial responsibility, the costs of defending claims should perhaps also be shared. How does CFP intend to deal with this?	Paragraph 2 of this Article limits and restricts liability to a customary level. With regard to informing the supplier, GVB will always be informed in advance of the steps to be taken and/or (repair) costs to be incurred by GVB insofar as these have consequences for the supplier. With regard to the sharing of costs for the defence of claims, GVB shall always inform the Supplier in advance of any legal steps to be taken and/or legal costs to be incurred by GVB insofar as these have consequences for the Supplier.

184	Framework Agreement Framework Agreement	art. 14.3	Liability and indemnity	(i) We understand that these amounts are based on the expected turnover per year. However, we would like to see this linked to the realised order value (per year) and this adjusted. (ii) If this is not accepted, please (a) provide an explanation and (b) look at which points can be met.	GVB considers liability also in relation to previously supplied installations and therefore maintains the text as it stands
185	Framework Agreement Framework Agreement	art. 14.5	Liability and indemnity	(i) Please add at the end of the sentence: "(...) if and to the extent that it is attributable to Supplier." This indemnity should not apply in the case of damage which is not attributable to the Supplier. (ii) If this is not accepted, please (a) give an explanation and (b) see what points can be accommodated.	GVB does not see what this adds and sticks to this article

186	Framework Agreement Framework Agreement	art. 14.6	Liability and indemnity	(i) As it usually concerns compound installations for which Supplier and Customer sometimes bear partial responsibility, we would like this indemnification to apply only to claims that are attributable to Supplier. Please amend or replace this article with: "Supplier indemnifies Customer against claims of third parties regarding infringements of intellectual property rights of third parties that are attributable in their entirety to Supplier. In case of such (potential) claims Customer shall immediately inform Supplier and give Supplier full control over the defence of the claim. Customer shall upon reasonable request of Supplier provide reasonable assistance in the defense of the claim and shall not make any statement and/or take any action or omit to take any action that might prejudice the defense of the claim. Supplier shall bear all costs of defending claims as set forth in this article and shall, if the claim is well founded at no additional cost to Customer: (i) obtain sufficient rights, or (ii) replace the good, or (iii) modify the good. The provisions of this clause shall be Supplier's entire liability under the indemnity and shall at all times be subject to the maximum liability as agreed in this Agreement. The indemnification shall not apply if and to the extent that (i) the claim is caused by unauthorized and/or improper use by Customer, (ii) changes have been made to the good by Customer and/or (iii) the good consists of combinations with products of third parties or has been made or changed by third parties, whether or not on the order of Customer. The right to make a claim by Client, as set out in this article, will lapse by the mere	GVB adheres to this text. The Supplier will of course be involved in settling any claims in the manner described in the answer to question 183.
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				lapse of 12 months after the claim arose." (ii) If this is not accepted, please (a) explain why and (b) see what points can be accommodated. (iii) Please indicate how partial responsibility will be dealt with in this context.	
187	Framework Agreement Framework Agreement	art. 16.2	Transfer of rights and obligations	(i) Please add: "This provision does not apply to transfers to entities within the Supplier's group company in the Netherlands." (ii) If this is not accepted, please (a) explain why and (b) see what points can be accommodated.	GVB has already promised that permission will not be withheld on unreasonable grounds and therefore maintains this article.
188	Framework Agreement Framework Agreement	art. 19.7	Applicable law and disputes	(i) Please add: "(...), unless the Client does not meet its payment obligations (in a timely manner) and is in default for doing so." We understand the risk to CFPB, but would like to have this right if CFPB is in default. (ii) If this is not accepted, please (a) explain why and (b) see what points can be accommodated.	GVB does not want to make a concession here because cessation of work on a traction installation in an operational public transport area can have a major impact on the operations of GVB and can cause major damage.
189	Framework Agreement Framework Agreement	art. 29.2	Warranty	In the first NSA, the answer to this article refers to Article 14.12 (see No 044). Is it correct that this refers to Article 34.12 of the Framework Agreement?	OG mistakenly included an incorrect reference. Art 14.2 is meant here.
190	Framework Agreement Framework Agreement	art. 32.3	Delay	(i) Please add: "This penalty is the exclusive remedy for loss suffered by the Customer as a result of the delayed delivery and the payment thereof by the Supplier constitutes the full and final settlement of the loss suffered by the Customer as a result of the delay." (ii) If this is not accepted, please (a) explain why and (b) see in what respects it can be met.	In this case, the delay is not attributable to the Supplier and there is therefore no question of fines or compensation. GVB does not see that your proposal adds anything and is sticking to the existing text.

191	Framework Agreement Framework Agreement	art. 33	Responsibility SAT/SIT, Commissioning and Short Circuit Tests	Please indicate what happens if the protocols of a SAT, SIT, Commissioning or Short Circuit Tests are not carried out correctly or completely by the Installer? Or if damage or delays are caused by the Installer, which party is responsible? And how is this checked?	Sat and SIT take place under the responsibility of the installer. The installer is therefore also responsible and liable.
192	Framework Agreement Framework Agreement	art. 34.2	Warranty	(i) Please add the following: "In the event of Supplier's intervention under warranty, the original warranty period will not be extended or renewed." (ii) If this is not accepted, please (a) explain why and (b) see what points can be accommodated.	CFP does not claim an extension of the guarantee in such cases and therefore sees no need to accept your proposal.
193	Framework Agreement Framework Agreement	art. 34.9	Warranty	(i) Please add: "(...) with an absolute maximum of 12 years from the date the original warranty began to run." (ii) If this is not accepted, please (a) explain why and (b) see what points can be accommodated.	The special guarantee is emphatically not a full guarantee and covers only a limited number of issues. Therefore, CFP sees no reason to adopt your text proposal.
194	Framework Agreement Framework Agreement	art. 36.1	Risk	(i) Despite the fact that we are adequately insured, we believe that the risk of items should pass to the Principal at the time when we no longer have them in our possession. Please amend or replace this article with: "The risk of loss, damage or destruction of the items to be delivered by the Supplier shall be borne by the Client from the moment that these items are delivered in accordance with the article on delivery in this agreement." (ii) If this is not accepted, please (a) explain why and (b) see on what points it is possible to accommodate.	GVB indicated earlier that they always take out a CAR insurance for projects such as replacement of rectifier stations. (See question 015 EI 1) This CAR insurance covers damage or loss of construction and installation materials. GVB agrees with this proposal and has incorporated it into the framework agreement.

195	Framework Agreement Framework Agreement	art. 41.3	Obligations of the Supplier	(i) Please remove or adjust. The supplier is free to set up the agreements with its subcontractors and, if necessary, to bear part of the risk in the event of a (minor) difference between the Framework Agreement and the subcontract. (ii) If this is not accepted, please (a) explain why and (b) examine on which points it is possible to accommodate.	GVB adheres to this article. Art 16 provides sufficient starting points to make agreements on deviating conditions for third parties to be brought in. In accordance with Art 16, OG will not refuse permission on unreasonable grounds.
196	Framework Agreement Framework Agreement	art. 46.2	Software updates	(i) Add that the time limits as defined in Art. 28.6 apply to the maximum extent possible. (ii) If this is not accepted or only partially accepted, please (a) explain why and (b) consider how the Supplier can accommodate this.	Reference is already made to the time limits in Article 28(6), but the current text leaves open the option of longer support. OG attaches importance to this and sees no reason to amend this article.
197	Framework Agreement Framework Agreement	art. 46.3	License to use	(i) Replace "transferable" with "sublicensable". (ii) Also state that the Supplier will be notified when a sublicense is granted. (iii) If this is not accepted or only partially accepted, please (a) explain why and (b) consider how the Supplier can accommodate this.	This implies that ON always has a role as an intermediary here. This is not what OG has in mind. OG wants its own license and therefore does not go along with your amendment proposal.
198	General terms and conditions for the procurement of services and goods of the CFPB 2018	art. 11.2	Security	(i) It has been indicated that the Supplier is always informed of local circumstances in good time during the quotation process so that he can respond to them properly and in good time (1st NSA, at no. 103). In this case, delays are probably attributable to the Supplier. We would like to see this also added to the contract by adding the following: "(...) if and to the extent that this is attributable to the Contractor". (ii) If this is not accepted, please (a) explain why and (b) see what concessions can be made.	Because we will inform ON well, this addition is superfluous as far as the OG is concerned.

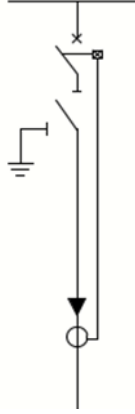
199	- Tender Guidelines Traction Components 1.0 23 June 2021- Annex 01 Uniform European _Tender Document	-Guideline paragraph 3.5.4 -UEA PART II _ Section C & D	Delivery of documents	We intend to have part of the scope and engineering performed by other entities within our group, so paragraphs B and C of section 3.5.4 of the Guideline apply. Do we then need to provide documents for both B and C or only for B? Note: We do not rely on the financial and economic strength of other entities.	For components falling under B, you must submit documents as requested in Section 3.5.4 of the Tender Guidelines. For parts falling under C, it is sufficient to complete the UEA and the Declaration of Subcontracting
200	Parent company statement of guarantee	p. 1	Parent company statement of guarantee	(i) request: (a) Please specify when this document is to be submitted? Is this part of the procurement process or at the time the contract is signed? Please note that we cannot issue this pre-contract execution letter. However, we may issue a letter if some form of support or comfort is required prior to the execution of the contract. (b) Please indicate whether there is a willingness to accept (or discuss) a template Parent Company Guarantee on our part? (c) Otherwise, consider changing the wording. The tender documents provide that the parent is ultimately responsible for fulfilling the obligations of the contract. The primary debtor of the contract should be the supplier performing the framework agreement, not the group holding company. (ii) If this is not accepted or only partially accepted, please (a) explain why and (b) consider how the Supplier can accommodate this.	This must be submitted for verification after GVB has indicated its intention to award the contract to you. If a parent company is involved, the provisions of the tendering instructions under 3.5.4, paragraph B, apply. You must state this on the Uniform European Tender Document to be submitted with your Tender and the accompanying documents.

201	Model bank guarantee	P.2 (MODEL STANDBY GVB (BANK) GUARANTEE)	Bank guarantee CFP	(i) request: (a) Delete "further" for agreement (twice). (b) Add at the end the following: "This guarantee shall in any event expire when this guarantee document has been returned to [the bank], but no later than [date], unless and to the extent that a claim has been submitted to [the bank] on or before that date in the manner described above at the counters of [the bank] in (place). to be returned to [the bank] as soon as possible accompanied by a letter stating that the supplier has fulfilled all obligations allowing the release of [guarantee (no.)] and that [the bank] is released from all its obligations under [bank guarantee (no.)]. This guarantee is only transferable and/or assignable with the prior written consent of [the bank]."	See answer to question 202.
202	Letter of intent Bank guarantee	Letter of intent Bank guarantee	Letter of intent Bank guarantee	(i) It is not clear what this document is: a 'standby letter of credit' or a 'bank guarantee'? Is it correct that this document is a 'performance bank guarantee' to ensure the fulfilment of all contractual obligations? (ii) The guarantee has no exact expiry date. Therefore, it should be returned to the bank for cancellation, but this sentence is missing. If it is an unlimited guarantee, only the sentence with return of guarantee needs to be mentioned. Can you please amend it accordingly? (iii) Is it correct that only if the performance of the guarantors as prescribed by the parent company guarantee fails can payment be claimed under this bank guarantee? Please note that if this is not the case, it is not in accordance with our offer.	We are talking about a bank guarantee. It is true that this is requested to guarantee performance. The guarantee does have an exact expiry date, which is why an expiry date has been added to the text of the bank guarantee.

203	Tender Guidelines Traction Components 1.0 23 June 2021	Tender document Chapter 3.2 Planning	Extend tendering period	Considering the amount of work for the design and the summer holidays, CFP is using a very tight schedule. We kindly request you to extend the submission date until 10 December 2021 instead of 11 October. We would like to hear your response.	The registration and question period has been extended. See the tender schedule
204	Appendix 08 PVE Part1A System Specification Traction Rectifier Station_V8.1	Section 4.1.3 page 27	Power supply	In accordance with section 4.1.3: "See the Single-line diagrams in section 1.2, these are not location-specific drawings. By mid 2020 we are assuming 10kV supply voltage from the grid operator. In the future, 20kV may become the new standard from the grid operator." Please note that all HVI installations are designed and supplied for 10kV AC. Clarify the specific requirements for HVI with respect to the incoming power supply.	The sPVE defines the incoming supply voltage. This can be either 10kV or 20kV. The HVI and the traction transformer must be adapted to this. The current supply voltage is 10 kV, but in the future there will also be locations where the supply voltage is 20 kV. ON has to offer the price for a 10 kV system as well as the price for a 20 kV system.
205	Annex 09 NVI price list (EN)	Cell F26:29, H26:29, etc. and Cell F84:87, H84:87, etc.	Quantities in price list	1- The quantities indicated in the Price List (Prices Sheet Excel), according to cell F26:30, H26:30, etc. and cell F84:87, H84:92, F92, J84:92, L92, P92, R92, etc. are NOT clear. Quantities of HVI traction transformer, rectifier, high-speed circuit breaker-metro, minus-field-metro, plus-field/switch-metro. Please clarify how these figures should be considered? Please provide an updated document with the correct quantities for each item.	The updated price list is enclosed
206	Annex 09 NVI price list (EN)	Cell B44, B45, B47, B106, B107 and B109	Support installer	According to the description of the new Price List (part of 1st Nvl): "Supplier must support Installer with combined SAT/SIT, Commissioning, Short Circuit Tests". Please provide more details about this support and your expectations of the vendor.	ON knows itself what work is needed for IBS and SAT/SIT of its installation and how many days this requires. ON needs to take into account that during these days 1 man from ON will be available for support.

207	Appendix 08 PVE Part1A System Specification Traction Rectifier Station_V8.2	4.11 Local/Central Control of Installations (CBI) -L-MT-080-001 -L-MT-080-003-L-MT-080- 004	Local control	Spare IOs are not specified in the specifications for Local Control (PLC). If this is required, confirm this and specify a percentage of spare IOs.	ON should include 10% reserve I/O in its design.
208	Appendix 08 PVE Part1A System Specification Traction Rectifier Station_V8.2	4.11 Local/Central Control of Installations (CBI)	Communication protocol	What will be the communication protocol between the station unit to be supplied and the central room IEC60870-5-104?	The communication between the rectifier station and the switchgear is indeed via the IEC60870-5-104 protocol. However, there will be a separate PLC between the control system (out of scope) that takes care of this communication. Within the rectifier station the IEC 61850 protocol must be used.
209	Appendix 08 PVE Part1A System Specification Traction Rectifier Station_V8.2	4.11 Local/Central Control of Installations (CBI)	Communication switch	Does the supplier of the station control system have to provide a Switch for communication with the central control system of GVB?	No, this is done by the party that communicates with the switchguard.
210	Appendix 08 PVE Part1A System Specification Traction Rectifier Station_V8.2	4.9.2 Emergency stop L-MT-060-003	Emergency pushbutton	As the Button is part of cabling and installation, please add this Emergency Pushbutton under the scope of Installer. Please confirm the acceptance. Supplier provides all signals in the controller (PLC) and interfaces for the button.	The Emergency stop is in the scope of the installer. ON has to provide the signals and interfaces.
211	Appendix 08 PVE Part1A System Specification Traction Rectifier Station_V8.2		Missing document All Traction components (sPvE)	Document sPvE (project) Specific Program of Requirements is missing. We kindly request you to supply this document.	This document is drafted per rectifier station and is site specific regarding incoming voltage and number of outgoing fields. Supplied at the start of a rectifier station project.
212	Annex 16		Missing document Annex 16	Annex 16 seems to be missing. We kindly request you to supply this document.	Is enclosed
213	Overview RAMS limits CEB		Missing document RAMS Limits	The following document 'Overview RAMS limits CEB' is missing. We kindly request you to supply this document.	Is enclosed
214	Service Level Agreement (SLA)		Missing document SLA	Service Level Agreement (SLA) _ Appendix 14. Please provide as confirmed in the first note of information.	

215	Appendix 08 PVE Part1A System Specification Traction Rectifier Station_V8.1	L-MT-010-020	System traction substation - HVI kWh meter	The switching installation of the DNB (Liander) already includes current and voltage transformers for registration in accordance with the measurement code. The two required kWh meters for main and control metering are located at the station (L-MT-010-003). All requested HVI switchgear for both Tram (variant 2) and Metro (1a, 2a and 3a) have their own DNB switchgear in front. In our opinion, it is redundant to perform the same measurement in the HVI. The actual currents and voltages of all fields in the HVI are already available on the IEC 61850-9-2LE process bus, class 0.5. So that the energy management over the whole HVI is known. And locally on all IED displays, you can easily view the following: voltages, currents, and three-phase current and energy measurements from each compartment. (L-MT-011-01 and L-MT-011-02 on Bay IED and on IEC 61850-9-2LE process bus).	Not all rectifier stations have their own connection to the public grid. Rectifier stations are also connected in a ring, whereby the total consumption of all rectifier stations in the ring is measured in one purchasing station of the grid operator. The energy consumption (kWh) shall be measured for each rectifier station. In case of a power failure, the last measured value must not be lost.
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216	Appendix 08 PVE Part1A System Specification Traction Rectifier Station_V8.1	-L-MT-010-018-L-MT-010- 014-L-MT-083-003	System traction power substation - HVI blocking 2- stage circuit breaker in earthing mode 	The CB in the bay is not used for grounding. See diagram below for position (CB above separator/earth switch) The status of the CB on a grounded bay is "open". Bay grounding is a manual procedure based on act with lockout and tagout for safety.	It's okay.
217	Programme of Requirements (part 2) Annex 15		Preliminary design / proposal	For project Osdorp, in Tender phase, our Preliminary Design (VO) Documents will be delivered in English. Please confirm acceptance.	It's okay.
218	Annex 08 Schedule of requirements Part 2 process requirements 1.0 EN Framework agreement	- Requirement "L-MT-093- 008 Product Requirements Integrated Preliminary Design (VO)" -Article 27 (Framework Agreement)	Technical documents	Supplier will only provide the listed technical documents for the Osdorpplein project and not for all variants listed in the technical specification and on the price sheet. Please confirm.	This is correct.
219	Programme of Requirements (part 2)	Where applicable	All necessary documents as indicated in the Schedule of Requirements (part 2)	After award in the Execution Phase, all required documents will be delivered in English and translated to Dutch when Supplier delivers as-built documents. Please confirm acceptance.	Until the final award, communication and correspondence may be conducted in English. At the start of work, the language of communication is Dutch, including the documents to be exchanged. The complete overhaul/as built must be provided in Dutch.

220	Appendix 08 PVE Part 1D System Specification Recovery Unit_v1.0	L-M-31-039 System repair unit - duration preventive maintenance	Preventive maintenance - Recovery Unit	Preventive maintenance may take up to 2 hours. Question: Does it take into account the time needed to prepare the unit for maintenance work?	This concerns the time that the Recovery Unit is out of operation. Preparation time during which the RU can remain in operation is not counted in the 2 hours.
221	Installation drawing of the rectifier station	Where applicable	Height and width - Rectifier	After more in-depth evaluation and research, we noticed that the dimensions of the rectifier can be changed. Is it acceptable to change the height to 2410 mm and the width to 1600 mm?	This is acceptable provided the ceiling height of 3000 mm is sufficient.
222	Appendix 08 PVE Part 1A System Specification Traction Rectifier Station_v8.1 en.pdf	-L-M-020-001 System traction substation - TT power Metro -L-T-020-005 System Traction power substation - TT power Tram	Rated power - TT	The meaning of Rated Power in this paragraph is related to Rated Power SN acc. to EN 50329? (no base power)	Correct. This refers to the rated power and not the base power. This has been adjusted in the new version of the System Specification Traction Rectifier Station
223	Single line diagram typical Rectifier station.pdf page 1 and 2	Where applicable	Inverter within HSCB panel	Is it acceptable to include the changeover switch (3-position separator) "Q31" in the fast switch panel (Fast Switch) "=1"? Confirm whether 'high speed circuit' and 'inverter' can be combined in one panel, without exceeding the total width in the specification.	This is acceptable provided the panel can still be placed against the wall and maintenance is possible from the front.
224	Appendix 08 Schedule of requirements Part 2 process requirements 1.0 EN	L-MT-093-008 Product requirements Integrated preliminary design (IP)	Preliminary design - results	We do not have enough information from the MS net to perform a complete and accurate selectivity study and to define the protection settings and set-up sheets during the procurement phase. We would provide a selectivity study (and protection settings and set-up sheets) that we have performed in the past for a similar project. Please confirm if this is acceptable. If this is not acceptable, we assume the parameters based on our own experience to perform the requested selectivity study.	A selectivity study from a previous project in the tendering phase is approved; a project-specific study must be carried out for each project.

225	Appendix 08 Schedule of requirements part 2 process requirements 1.0 (Appendix 08 Schedule of requirements Part 2 process requirements 1.0 EN)	-L-MT-093-008 Product requirements Integrated preliminary design (IP) -L-MT-093-009 Product requirements integral final design -L-MT-093-010 Product requirements integral implementation design	"Specifications all installation components;"	This listed document, "Specifications all installation components;" is not clear. What kind of Specification is required here?	This concerns the specifications of all applied components.
226	Contract		Technical developments	How does the CFP intend to deal with technical developments during the duration of the contract?	The working method envisaged by GVB is detailed in sections 5.9 and 5.10 of the Tender Guidelines. The practical details are included in Articles 21 to 25 inclusive of the framework agreement
227	Contract		Indexation	How does the CFP intend to organise indexation during the contract period?	See Articles 37 and 48 of the framework agreement
228	Process		Extra round of questions	Does OG want to add an additional round of questions after the 3rd memorandum of information?	CFP considers that three rounds of questions should be sufficient. However, the deadline for submitting questions has been extended.
229	Process		Postponement of tender	Is OG prepared to grant an extension of at least 6 weeks to the tender date because of the holiday season? Due to the holiday season, employees and suppliers are less available.	GVB has extended the deadline for submission by more than 3 weeks. This brings the total registration period to over 4 months. GVB assumes that this should be sufficient.
230	Contract		CBS figures	You use the standard CBS consumer price index. However, we think this is too generic. Would the CFP agree to CBS figures that are more in line with the nature of the work, such as engineering in the E-technology industry, etc.?	We are open to alternatives as long as the starting point remains that prices are indexed on the basis of CBS price indices. You can submit these in the 3 rd round of questions
231	Legal		Liability	If we are required by CFP to make changes and have fulfilled our reporting obligations, we cannot be held fully responsible and liable. Do you agree?	CFP cannot relate this question to a specific contract article. Please clarify the question in the next letter of information.

232	Contract		Stipulated time limits	We can meet the deadlines for a tender, but you are asking for information which we would normally only prepare after awarding the contract. We therefore propose to receive an accounting fee or to minimize the number of supporting documents to the level of an open calculation and a document outlining the technical solution.	GVB is of the opinion that the requested tender is proportional to the nature and scope of the contract and the likelihood that the Tenderer will be awarded the contract. GVB therefore sees no reason to pay a registration fee. We can imagine that tenderers might think that they have to submit a fully detailed technical proposal under item 5.8. However, this only concerns the submission of a tender as referred to in Article 27 of the framework agreement.
233	Legal		Construction site	Here we would like to see added that the Contractor supervises the construction site and access to it by third parties, including the Client.	GVB can promise this and will ensure this by including it in the contract(s) to be tendered with the parties who will install the installations.
234	Legal		Damage	In relation to the reasons for being able to terminate the contract unilaterally, we propose to include in this article that the Contractor be given the opportunity to limit or repair the damage and that the determination of the damage be made after consultation. If the amount cannot be reasonably determined, an escalation to a competent judge or Board of Arbitration must be included.	Termination of the agreement is an ultimate remedy. It has already been laid down in various places in the agreement that the Supplier will always first be given the opportunity to correct matters. GVB therefore sees no reason to include this provision.
235	Contents		Turnover guarantee	Can we assume that the numbers for the total scope in scenario 1 are a turnover guarantee?	Yes this is correct
236	Contents		0-measurement	You are talking about modifications. How do you see this in the context of our contractual obligation to deliver a working installation? We see a grey area arising here and therefore propose that the scope and associated responsibilities be jointly agreed for each project following a zero measurement.	CFP understands the implications of modifying an existing installation and will therefore follow your suggested course of action

237				OG states in the framework agreement, section 33.15, that all costs involved in a (partly) new acceptance test, including travel and accommodation costs of Customer's employees, will be fully borne by Supplier. The costs to be reimbursed by the Supplier on the basis of costs to be specified by the Customer will amount to no more than 2% of the value of the traction supply installation to be tested. OG will be aware that not all components and materials are manufactured in the Netherlands. Can OG indicate how it intends to deal with any additional travel & accommodation costs?	These are part of the reimbursable costs.
	Contract		Liability		
238				OG states in the framework agreement, paragraph 33.8, that only after the Customer has signed the Purchase Protocol referred to in paragraph 33.7 for approval will the Traction Feed components be deemed to have been approved and released for transport to the Customer's premises. Approval by Principal will take place within ten (10) working days after receipt of the Purchase Protocol or at least as soon as reasonably possible. This makes this approval period very flexible, especially in the (summer) vacation period, since this is specialist work for which OG is dependent on 1 or 2 knowledge carriers within the GVB organization. Is OG prepared to limit this period to 15 days?	GVB has sufficient staff to meet the deadlines mentioned. We therefore maintain the deadline of 10 days.
	Contract		Liability		

239				OG states in the framework agreement, section 30.1 that The Supplier will ensure that, at all times during the entire working week, to the extent reasonable and in consultation with and under the supervision of the Supplier, one or more persons designated by the Customer will be granted access to all workshops, measuring rooms, test rooms and warehouses where the Traction Power components or parts or materials therefor are designed, manufactured or stored, both as regards the workshops, measuring rooms, test rooms and warehouses of the Supplier itself and those of its subcontractors and suppliers. OG will be aware that not all components and materials are manufactured in the Netherlands. If the Supplier is required to be present, can OG indicate who will bear the costs for the necessary supervision hours, including travel and accommodation expenses?	The basic principle is that each party pays its own costs. Incidentally, GVB regards this type of inspection as a last resort in the event of structural problems. This article is not intended by GVB as a means to organise nice trips for its personnel to suppliers.
	Contract		Liability		
240				OG states in the framework agreement paragraph 27 that there is a reference to using certain deadlines 'or at least as soon as reasonably possible'. The essence is that the term "reasonably" can lead to all sorts of interpretative discussions. This could lead to work on the part of the Supplier in the evening hours and/or at the weekend, which would then also have to be paid for. Can OG indicate how it intends to deal with this?	GVB understands the intent of your comment and has removed it for clarity.
	Contract		Liability		

241				OG states in the framework agreement, section 26.3, that the offers to be made by the Supplier are valid for at least 90 days. This is not realistic with the periods currently applicable in the market. This is due to the scarcity of certain components from Asia, such as microprocessors and raw material prices for copper, steel and plastics. Is OG prepared to reduce this period to 30 days?	GVB has adjusted the possibilities of indexing prices, offers the possibility to pass on price deviations due to changed personnel costs and raw material prices if the price deviation is more than 5% compared to the current agreed prices. GVB also estimates that the Candidate will be able to make suitable arrangements with suppliers because this is a long-term contract with a substantial volume of purchases.
	Contract		Liability		
242				OG states in the framework agreement 1.1 paragraph 14.3 that the limitation of direct damage does not apply to the damage referred to in paragraph 1 (d), (e) and (f). Is OG prepared to drop this paragraph, so that we can offer more in line with the market?	This article contained an incorrect reference which has been corrected and the article has been qualified.
	Contract		Liability		
243				OG states in the framework agreement 1.1 section 14.2 sub h that the Supplier is liable for reasonable costs incurred to establish the cause of the damage, the liability, the direct damage and the manner of recovery. This definition is very broad and could lead to a significant risk premium. Is OG prepared to let this clause lapse so as to arrive at pricing that is more in line with the market?	No, in response to earlier questions it was also indicated that OG will inform ON and involve it in the settlement of damage and claims. See among others question 183.
	Contract		Liability		
244				In the framework agreement 1.1, paragraph 14.2(g), OG states that the Supplier is liable for fees and fines demonstrably payable by GVB to third parties and or fines from our client VRA. Can OG indicate which fines this specifically involves, in which situations they are applicable, and what the amount is?	CFP will return to this in its Advice Note 3
	Contract		Liability		

245				In the Framework Agreement 1.1, section 14.2(f), OG states that the Supplier is liable for all demonstrable costs that GVB has reasonably incurred in order to ensure that the agreed performance still meets the Framework Agreement. This is a very broad definition. Can OG state more specifically what is meant here?	Here OG refers to the Service or the Traction Supply Installation which in turn will have to meet the contractually agreed requirements and conditions. Please also note that the damage is limited (see article 14.3).
	Contract		Liability		
246				In the framework agreement 1.1, section 14.2(d), OG states that the Supplier is liable for all reasonably incurred demonstrable costs incurred by GVB and/or third parties in preventing, limiting or repairing direct damage. This is a very broad definition, particularly with regard to prevention and repair. This could mean that the Supplier becomes liable for preventive maintenance or even for planned periodic maintenance. This is unacceptable to Supplier. Is OG prepared to tighten up this clause or have it removed?	ON interprets this provision too broadly. It simply refers to all temporary measures that must contribute to the prevention or limitation of further damage or to the restoration of damage. Please also note that the damage is limited (see article 14.3).
	Contract		Liability		
247				OG states in Framework Agreement 1.1, section 14.2(c) that the Supplier is liable for all costs reasonably incurred by GVB and/or third parties in keeping the existing traction power plants and related installations and facilities operational for a longer period, as a result of the attributable failure of the Supplier to fulfil its obligations under the Framework Agreement. In that case, there must be demonstrable damage to GVB and/or third parties. Can OG indicate what is meant by a longer period and how this damage is calculated?	Think of a rectifier station that needs to be replaced and has to function for a year longer because ON is in default. If, for instance, a component has to be replaced during that period, OG sees this as a recoverable loss.
	Contract		Liability		
248				OG states in the framework agreement 1.1 paragraph 14.2 sub b that the Supplier is liable for direct damage to GVB and to third parties. Can OG clarify who these third parties are?	For example, a neighbour of a rectifier station
	Contract		Liability		

249	Contents		Appendix 08 PVE Part 1A System Specification Traction Power Substation	Noise generated within a traction substation depends on the source generated. It may be a transformer (continuous noise) or a switching operation (short-term noise). Do both types fall under this requirement?	This concerns continuous noise.
250	Contents		Appendix 08 PVE Part 1A System Specification Traction Power Substation 4.1.8 Aspect requirement: L-MT-000-015	Is the substation building fitted with sound attenuating material and if so, what is the attenuation factor?	The rectifier station is not equipped with sound insulation.
251	Contents		Appendix 08 PVE Part 1A System Specification Traction Power Substation 4.5.3 General (Metro and Tram) L-MT-030-006	Can overvoltage protection on both AC and DC sides be provided by one central device (with connections to AC and DC potentials) or should there be separate devices; i.e. a set for the AC side and a separate set for the DC side?	A combined overvoltage protector for the AC and DC side of the rectifier is allowed, provided it offers the same protection as two separate overvoltage protectors.
252	Contents		Appendix 08 PVE Part 1A System Specification Traction Power Substation 4 Appendix 08 PVE Part 1A System Specification Traction Power Substation 4.7.3 General (metro and tram) L-MT-041-001 Testing HSCB	Does HSCB truck testing outside the panel need to be performed by a separate wall mounted test cabinet (one for each GVI) or is it permissible to extend the individual control cable to allow HSCB truck testing in front of the panel?	Extending the control cable for testing the quick-switch is permitted. This is also the preferred method of testing.
254	Contents		Appendix 08 PVE Part 1A System Specification Traction Power Substation 4.7.3 General (metro and tram) I-MT-040-011	This requirement applies to the supplying contractor and not to the installer. Please confirm	Correct. Application of the single-line blind diagram to the panels is the responsibility of the component supplier.
255	Contents		Appendix 08 PVE Part 1A System Specification Traction Power Substation 4.7.3 General (metro and tram) I-MT-040-012	This requirement applies to the supplying contractor and not to the installer. Please confirm	Correct.
256	Contents		Appendix 08 PVE Part 1A System Specification Traction Power Substation 4.10 Internal wiring Full clause	7 Appendix 08 PVE Part 1A System Specification: Traction Power Substation 4.10 Internal wiring Full clause The requirements of this clause also apply to the subcontractor. Please confirm	Requirements for internal wiring also apply to the component supplier, if applicable.

257	Contents		Annex 08 PVE Part 1A System Specification Traction Substation 4.13.2 Auxiliary Voltage L-MT-052-001	Please state the name of the different consumers and their individual charge	The consumers of the auxiliary voltage are the components supplied by the supplier. The supplier should therefore determine this himself based on the consumption of his own components. In addition, you should also take into account the power consumption of the track controller PLC, network cabinet and emergency power of 250W in total.
258	Contents		Appendix 08 PVE Part 1A System Specification Traction Power Substation 4.13.2 Auxiliary voltage L-MT-052-002	Please inform the power rating of the emergency lighting	The total power of the emergency lighting is 100 W.
259	Contents		Appendix 08 PVE Part 1B System Specification Traction Power Switchgear Substation 4.1.2 Aspect requirement: Maintainability L-M-000-002	This requirement shall be applicable for the installation contractor and not for the supplier. Please confirm	Correct.
260	Tender Guidelines Traction Components 1.0 23 June 2021	General	Deadline for submission of tenders	In view of the complexity of the requested products and services, the holiday period and the absence of the SLA appendix, the Candidate requests that the date of Tender be extended by at least 6 weeks. The Candidate also requests that an extra Question Round 4 be added.	Ter mines have been adjusted but no additional rounds of questions have been swept in. OG thinks that 3 rounds of information should be sufficient. Extra time for asking questions has been inserted in the planning though.
261	Tender Guidelines Traction Components 1.0 23 June 2021	General	Period of validity of the offer	The Candidate expects the period of validity of the Tender to cover the period up to and including the end of the Objection Period (Alcatel). Can GVB confirm this?	No, that's not right. It's a three-month validity period. There may be a delay due to an objection.
262	Tender Guidelines Traction Components 1.0 23 June 2021	Art. 2.5.2 (p. 16)	Scope of the contract	Article 2.5.2 of the Tender Guidelines refers to Section 2.3 regarding initial purchase. Does the Candidate understand correctly that this refers to Section 2.5?	This is correct. This has been adjusted in the amended Tender Guidelines.
263	Tender Guidelines Traction Components 1.0 23 June 2021	Art. 2.7 (p. 17)	Agreement	Article 2.7 of the Tender Guidelines refers to Section 2.3.2 regarding initial purchase. Does the Candidate understand correctly that this refers to Section 2.5.2?	No the initial acceptance is described in 2.5. The optional components are described in 2.3.2.

264	Tender Guidelines Traction Components 1.0 23 June 2021	Art. 4.2.1 Letter D	Economic and financial standing requirements	This article states that at least an A rating is required. Article 39.2 of the Framework Agreement states that rating Aa3 is the minimum. The Candidate requests that Article 39.2 of the Framework Agreement be amended in full to the text pursuant to Section 4.2.1, letter D, of the Tender Guidelines.	Has been adjusted in the Tender Guidelines
265	Tender Guidelines Traction Components 1.0 23 June 2021	Art. 4.2.2 F	F. Requirements for service equipment	GVB asks for a list of available employees stating their (relevant) jobs, including a list of addresses on the basis of which GVB can determine whether they are available in time. The Candidate requests that this list be waived on account of the privacy-sensitive information. The Candidate takes the view that the requirements set are sufficient to organise the service apparatus as such.	This list does not have to be provided at the time of the tender but only when the party to which GVB intends to award the contract is planning to do so. Because this is a crucial requirement, GVB must be able to verify the submission of the winning bidder. GVB considers it proportionate to request this list from the winning bidder at that moment.
266	Tender Guidelines Traction Components 1.0 23 June 2021	Art. 5.3	Method of assessing price	The Tender Guidelines state: 'The calculation tool is included in Tab 2 of the price sheet so that you can see for yourself how your offer will score on this price component'. However, the Candidate did not find a calculation tool on Tab 2 that clearly shows the maximum score of 50 points. The Candidate asks that this be added.	A separate file will be provided with the 3 rd NvI on the basis of which Tenderers can enter their tender price to determine their score. This will, however, be a derivative of the included graph as it is currently processed in the price sheet.
267 Siemens	Appendix 04 Letter of intent Bank guarantee & Model bank guarantee	Model bank guarantee	Model call (bank) guarantee CFP	In Appendix 04, 'Bank Guarantee Declaration of Preparedness & Model Bank Guarantee', it is stated on page 1 that "[...] that is supervised by the Dutch Central Bank [...]". In the document 'Tender Guidelines for Traction Components 1.0 23 June 2021', art. 4.2.1 in D, it is stated that "[...] by a bank or financial institution established in the European Union [...]". The Candidate interpreted this as contradictory and asked GVB to modify the Model call-off (bank) guarantee document in accordance with the provisions of Article 4.2.1 of the Tender Guidelines.	This has been adjusted

268 Siemens	Appendix 04 Letter of intent Bank guarantee & Model bank guarantee	Model bank guarantee	Model call (bank) guarantee CFP	In question 073 of the Memorandum of Information 1, GVB states that it requires a bank guarantee for each partial delivery. In view of the administration and costs involved, the Candidate requests that a minimum value of 5% of the total contract price be set in Article 39 of the Framework Agreement. The Candidate proposes a minimum amount of EUR 50,000, representing a value of 5%. If the 5% represents a value below this amount, the Candidate requests GVB not to allow the bank guarantee to form part of the Detailed Agreement/partial delivery.	It exclusively concerns project-based work for the construction or replacement of a rectifier station. These assignments also separately have a substantial order value that justifies a separate bank guarantee.
269	Appendix 08 PVE General part Traction components 1.0	2.10 Test work...	HVI	There is no FAT for the HVI in the list of activities to be performed. Can the Candidate conclude from this that CFP does not want to attend an FAT for the HVI?	An FAT of the HVI is required. Whether GVB will attend the FAT is decided per delivery. 2.10 indicates which components must be tested as a combination. The Supplier must perform a one-time complete FAT with HVI, GR, GVI and HMI with the first delivery.
270	Appendix 08 PVE Part 1B System Specification Traction Sparkplug Station_v8.1	L-MT-010-020 System rectifier station - HVI kWh meter.	kWh meter	By a kWh meter, does CFP mean a Power meter device that has an accuracy class of at least 0.5S according to IEC-62053-22?	Correct. A power meter with an accuracy class of at least 0.5S is required. In accordance with the measurement code, the associated voltage transformer will be required to have an accuracy of 0.2 and the current transformers 0.2S.
271	Appendix 08 PVE Part 1B System Specification Traction Sparkplug Station_v8.1	L-MT-010-020 System rectifier station - HVI kWh meter.	KWh meter	Does CFP mean by a kWh meter a Power quality Recorder device that has an accuracy class of 0.2S according to IEC-62053-22 and a Power quality Measurement according to IEC 61000-4-30 class A?	See question 270.
272	Appendix 08 PVE Part 1B System Specification Traction Sparkplug Station_v8.1	L-MT-020-21 System rectifier station TT Thermal protection	PT100 element	GVB states that the PT100 signals must be connected to the GRS control via the IED. Is it allowed to do this directly via the station automation?	The starting point is that all signals are transferred via IEDs using IEC 61850, thus also the PT100 signals from the traction transformer.
272	Appendix 08 PVE Part 1B System Specification Traction Sparkplug Station_v8.1	4.9.1 GeneralL-MT-060-001Rectifier station system -Selectivity study	Selectivity study	The Candidate can assume that GVB will make the data of the surrounding substations available for the selectivity study.	Data from surrounding substations needed for the selectivity study will be made available.

274	Appendix 08 PVE Part 1B System Specification Traction Sparkplug Station_v8.1	4.1.10 Aspect requirement Cybersecurity L-MT-000- 018 Rectifier Station System - GS Cybersecurity	Cybersecurity	CFPB places the responsibility of a cyber attack on ON. Cybersecurity can also consist of linking the systems, e.g. an infected USB stick in the substation. However, the defendant has no influence on who has access to the substation. Can CFP exclude this kind of cyber attacks in the responsibility of ON.	CFPB does not place the responsibility of a cyber attack on ON. GVB indicates that a cyber attack or cyber infection can be a reality. A cyber infection can even - unintentionally and unknowingly - enter through ON's own systems (backdoors). This is certainly not unthinkable in the geo-political relations and the increase of the cyber threat in infrastructural environments. Collateral damage' and 'backdoors' are a type of cyber threat that we - and therefore also the suppliers of infrastructure systems - have to take into account. If a contaminated USB stick in the substation can lead to contamination of the control system, ON, together with GVB and the interface parties, must come up with an integral security design that, in accordance with the requirements, partly consists of technical and partly of organizational measures. The (integral) cyber risk analyses will form the basis for the (integral) security design. An example of a measure is a 'car wash' for 'USB sticks'. Another example is the use of integrity checks on the communication (messages/protocol) between and/or on the control logic in the operating systems. What is certain is that GVB has strict protocols in place for physical access by ON's employees to the systems. GVB can never exclude this kind of cyber-attack or contamination, not in its own responsibility and not in that of ON. Together, we must take responsibility for taking the right integral measures on the basis of the cyber risk analysis to achieve a sufficient degree of security and to mitigate (major) risks and accept the residual risks. We ask ON to take its responsibility and meet the cyber security requirements.
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275	Appendix 08 PVE Part 2 process requirements 1.0	1.2 Form of contract	Design	The Candidate is responsible for designing the traction power plant. Does this mean that the Candidate must also perform engineering activities with regard to: - - Designing the building layout - Strength calculations of the building including the necessary cutouts - - Designing the earthing and lightning network - - Designing the cable routes - Noise, vibrations, fire load and EMC - etc.?	Candidate does not need to perform any structural/civil engineering activities. The Candidate must indicate the necessary cut-outs, grounding of the components and cable routes. Furthermore, the components supplied must comply with the requirements laid down for noise, EMC, etc.
276	Annex 09 NVI price list	Standard assortment		In the 'quantity' column of the price sheet, the numbers are incorrect for the HVI element. In the Candidate's opinion, this should be 1 per substation. This applies to both the installations intended for trams and for metros? The Candidate asks GVB to confirm this assumption and, if necessary, to amend the price sheet?	This is correct, there is only 1 HVI per substation. In the price sheet the purchase distributor is erroneously included with HVI Metro. However, the purchase distributor will be delivered by the grid operator. The price of the HVI is determined by the number of fields. ON has to calculate the price of the HVI based on the standard rectifier station with an HVI with 2 fields. Also, the additional price per extra medium-voltage field must be specified.
277	Appendix 09 NVI price sheet / Appendix 08 PVE Part 1E System specification Energy supply Trafo_v1.0	Standard assortment	Power traction transformers	It can be deduced from the price sheet that the traction transformers must be 2000 kVA and 2500 kVA in size. However, the document 'Appendix 08 PVE Part 1E Systemspec Energievoorziening Trafo_v1.0' defines a much smaller transformer. Can GVB clarify how the two documents relate to each other and what noise requirements, etc. apply to the traction transformers?	The power supply transformer in Appendix 08 PVE Part 1E System Specification Power Supply Transformer_v1.0 is a non-traction transformer. The requirements for the traction transformers are included in the Appendix 07 PVE Part 1A System Specification Traction Rectifier Station.

278	Annex 09 NVI price list	Tab 3, price item 2.2.	Hourly rates Design, consultancy, testing and project management	The rates in Price item 2.2 concern rates for extra design and consultancy work, testing work and project management outside subprojects. In column C a fictitious number of hours is mentioned. To what extent are these hours fixed? How does GVB deal with the actual hours estimated by the Candidate?	These hours are included solely to provide insight into the hourly rates. The volume of hours to be purchased is difficult to determine at this stage. It will mainly concern hours that: - are taken in the context of larger projects for which feasibility studies have to be carried out in the initiation phase. - Feasibility studies for deviating requests within the framework of sustainability projects and customised installations for specific deviating locations.
279	Annex 09 NVI price list	Tab 3, price item 2.2.	Hourly rates Design, consultancy, testing and project management	The Client asks CFP to indicate whether the hours and total costs relate to a contract year or the entire contract. The Candidate also asks GVB to state, in years, what GVB means by the duration of the contract.	The hours indicated concern the estimation of CFP of the number of hours that it will purchase per contract year.
280	Annex 09 NVI price list	Tab 3, price item 2.3	Rates training and education	The interested party asks CFP to specify what is meant by 'fictitious number of training courses to be purchased' in column C. Does it refer to the number of people to be trained or to the number of times a training course is provided for several people? In the latter case, does CFP take account of a maximum number of training participants?	This concerns the number of times a training course must be provided. CFP assumes 6 participants per training course. See also requirement L-MT-098-003 through L-MT-098-005
281	Annex 09 NVI price list	Tab 3, price item 2.3	Rates training and education	GVB states that the hourly rates are integral (including travel time, travel costs, parking costs and any other costs). Does the Candidate understand correctly that travel time is included in the stated fictitious number of hours?	No, that is not correct. GVB does not accept charging for travel time. You need to provide an integral hourly rate that also covers travel time/travel hours and other travel expenses. The hours indicated are the hours made on location at GVB.

282	Annex 11 Framework agreement for the supply of traction components nvi 1 version 1.1 22 July 2021	Art. 39.2	Collateral	Article 39.2 states that 'Without prejudice to damage suffered by the Client in the event that the Supplier, after having been repeatedly warned in writing by the Client and after having been granted a reasonable term to remedy the failure [...]' and in Appendix 4 Model call (bank) guarantee it is stated that '[...] on the mere written notification [...]'. The Candidate asks GVB to include in the written notification the point on which the Supplier fails to comply and to amend both Article 39.2 of the Framework Agreement and Appendix 4 of the Model on-call (bank) guarantee.	GVB does not agree with this because it has already promised in this article that it will remind the Supplier several times in writing. This is sufficient effort by GVB to remind the Supplier of his obligations.
283	Annex 11 Framework agreement for the supply of traction components nvi 1 version 1.1 22 July 2021	Art. 10	Invoicing and payment	The Candidate requests GVB to consider the option of a deposit of 15% of the order value for each subcontract and to include it in the Framework Agreement.	GVB does not wish to provide the financing unless there is a bank guarantee from the Supplier in return. This concerns a long-term agreement concerning a substantial purchase. The Supplier may include (interest) costs for pre-financing in its rates.

284	Annex 11 Framework agreement for the supply of traction components nvi 1 version 1.1 22 July 2021	Art. 2.2	Subject Framework Agreement	In accordance with Article 2.2, it is stated that GVB is not obliged to issue orders for the supply of traction power components. The Tender Guidelines (Art. 2.5 page 13) state that scenario 1 is the minimum number of components to be purchased and that scenarios 2 and 3 should be regarded as options. The Candidate asks GVB to confirm that the purchase in scenario 1 will definitely be purchased. Following on from this, the Tender Guidelines (Article 2.5, page 13, last sentence) also state that two projects, namely two new rectifier stations and four conversions of rectifier stations, will certainly be carried out. Can GVB confirm that the 2 new rectifier stations in scenario 1 fall under the heading 'New Tram Construction' and the 4 conversion projects in scenario 1 fall under the heading 'Tram Traction Upgrading'?	CFP can confirm this
285	Annex 11 Framework agreement for the supply of traction components nvi 1 version 1.1 22 July 2021	Art. 31.1	Timing	The Candidate would like to receive Appendix XIII in order to know the desired delivery times for all components.	This refers to the time schedule that will be established during the term of the Agreement and the implementation of projects. (See appendix 08 part 2 Process requirements under 4.4 Planning)
286	Annex 11 Framework agreement for the supply of traction components nvi 1 version 1.1 22 July 2021	Art. 28.2	Purchase and sale: delivery	The Candidate asks GVB to confirm that any delay in the inspection and finding of approval by GVB and any resulting delay in the detailed planning cannot be attributed to the Candidate. GVB can also confirm that the Candidate is entitled to adjust the detailed planning in all reasonableness.	Deadlines apply to both the Supplier and the CFP. It is evident that if GVB is unable to meet deadlines, the planning will not be met and that this is due to GVB and therefore not attributable to the Supplier. The parties will then consult on the reasonable establishment of a new planning.
287	Annex 11 Framework agreement for the supply of traction components nvi 1 version 1.1 22 July 2021	Art. 1.1	Definitions	The terms 'Supplier' and 'Supplier' are used in the Framework Agreement. The term 'Supplier' is not specified in the definitions. The Candidate requests GVB to add this.	GVB aims to use the term Supplier and has replaced the term Contractor with the term Supplier.

288	Annex 11 Framework agreement for the supply of traction components nvi 1 version 1.1 22 July 2021	Art. 11.5	Parts supply	This article states that the duration of the Further Agreement will be laid down for each order in the Further Agreement. The Candidate wishes to be certain about the intended duration. The Candidate therefore asks GVB to state how the duration referred to in this article relates to the 90 days referred to in Article 26.3 of the Framework Agreement.	The further Agreement will exclusively concern project-based deliveries/work. The term of the Further Agreement includes the preliminary stage, the test stage, the actual delivery including acceptance and commissioning and the applicable regular warranty period. The period included in 26.3 exclusively concerns the period during which a quotation from the Supplier must be valid. The further agreement will only come into being upon acceptance of a quotation by GVB.
289	Annex 11 Framework agreement for the supply of traction components nvi 1 version 1.1 22 July 2021	Art. 16.2	Transfer of rights and obligations	Article 16.2 is mentioned twice in Article 16, but with different content. The Candidate asks CFP to correct the numbering.	Numbering has been changed
290	Annex 11 Framework agreement for the supply of traction components nvi 1 version 1.1 22 July 2021	Art. 18	Full Framework Agreement	The Candidate lacks the following Appendices: II Format execution design, III Format detailed planning for the Detailed Agreement, IV Format test plan, V Acceptance protocol, VI Acceptance protocol for overall acceptance. The Candidate requests that GVB state specifically that the Candidate must put these templates together as it sees fit, or that GVB will provide the template.	These formats will be established in consultation with you after the commencement of the tender. At this tender stage, you are free to create and apply your own formats, provided that these meet the requirements as included in Appendix 08 Schedule of Requirements, Part 2 Process Requirements 1.0.
291	Annex 11 Framework agreement for the supply of traction components nvi 1 version 1.1 22 July 2021	Art. 20.2	Integrity	The term 'Contractor' is used in this article. Does the Candidate understand that the term 'Principal' is used here?	This error has been fixed
292	Annex 11 Framework agreement for the supply of traction components nvi 1 version 1.1 22 July 2021	Art. 23.3	Parts supply	The Candidate asks CFP to change 'from the third day after ordering' to 'from the third working day after delivery'.	Your suggestion has been taken on board and incorporated into the agreement.
293	Annex 11 Framework agreement for the supply of traction components nvi 1 version 1.1 22 July 2021	Art. 33.15	Acceptance test	The Candidate understands that the Client has the right to carry out an FAT for each subcontract and that any travel and accommodation expenses for the first FAT per subcontract will be borne by the Client. Can CFP confirm this.	This concerns only the Client's travel and accommodation expenses for the first FAT. Travel and accommodation expenses of ON shall at all times be borne by ON.

294	Annex 11 Framework agreement for the supply of traction components nvi 1 version 1.1 22 July 2021	Art. 33.16	Procedure and contents SAT/Final inspection and Acceptance	Article 33.5 mentions a period within which a FAT/complete acceptance inspection is carried out. The Candidate requests that CFP include a reasonable period of ten (10) working days within which the SAT/final inspection after delivery by CFP takes place.	CFP has incorporated your proposal.
295	Annex 11 Framework agreement for the supply of traction components nvi 1 version 1.1 22 July 2021	Art. 33.20	Procedure and contents SAT/Final inspection and Acceptance	The Candidate requests GVB to make the following text amendment, from 'sign within 10 working days or inform the Supplier within this term, giving reasons why it has not yet signed' to 'sign within 10 working days and send to the Supplier or inform the Supplier within this term, giving reasons why it has not yet signed'.	CFP has incorporated your proposal
296	Annex 11 Framework agreement for the supply of traction components nvi 1 version 1.1 22 July 2021	Art. 37	Prices delivery traction power components	The Framework Agreement calls for various components of other types of materials (including in accordance with Framework Agreement Art. 2.2). The Candidate therefore requests GVB to be able to apply a separate price index (grouped) for each type of component. The Candidate will submit a proposal.	GVB is partly open to this modification and has incorporated a modified version in the Framework Agreement. We look forward to your comments and adjustment proposals in the next round of questions.

297	Annex 11 Framework agreement for the supply of traction components nvi 1 version 1.1 22 July 2021	Art 37.1	Indexation prices for Traction power components	The CBS PPI index is not recognizable in the current market and is also confirmed by the Memorandum of Understanding 1, question 172. The suppliers of raw materials may be of international origin, as a result of which the CBS PPI index cannot reflect objectively verifiable price indices. The proposal is to apply the following indexation method for switchgear in particular. The Candidate would like to know whether this is acceptable for CFP. Formula: $P = P0 * (0.1 + 0.15 * E / E0 + 0.1 * C / C0 + 0.25 * S / S0 + 0.4 * L / L0)$ Where: P0 = The price on the date of the offer based on the elements A0 (aluminum), C0 (copper), E0 (electrical distribution or switchgear), L0 (gross wage-salaries), S0 (cold rolled steel), X0 (exchange rate) and change in metal index. E = Price quote for parts for electrical distribution or switchgear according to the German Federal Statistical Office ("Statistisches Bundesamt") on the invoice date; 298E0 = Quotation of components for electrical distribution or switchgear according to the German Federal Statistical Office (Statistisches Bundesamt) on the offer date; C = The valid monthly published price (average settlement prices in EUR) for copper according to the German Federal Statistical Office ('Statistisches Bundesamt') on the invoice date;	CFP has incorporated elements of your proposal in the framework agreement
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				C0 = The valid monthly published price (average settlement prices in Euro) for the buyer according to the German Federal Statistical Office (Statistisches Bundesamt) on the offer date; S = Quotation for cold-rolled steel according to the German Federal Statistical Office ('Statistisches Bundesamt') on the date of invoice; S0 = Cold-rolled steel quotation according to the German Federal Statistical Office on the offer date; L = ERA remuneration indices at the date of the invoice; L0 = ERA reward indices at the date of the offer.	
298	Appendix 12 Further agreement on supply of traction power components, version 1.0 15 June 2021	Art. 5	Timetable and detailed planning	The Candidate asks CFP to adjust the numbering of this article.	The numbering has been changed
299	Appendix 13 General conditions of purchase for services and goods GVB house style v1 final	Art. 2.1	Applicability and ranking	Article 2.1 states that the General Terms and Conditions of Purchase apply to 'all orders of GVB'. The Candidate asks GVB to confirm that this is applicable to this tendering procedure and not automatically to Agreements already concluded.	To clarify The order of precedence is always as follows: For projects 1. Further agreement 2. Framework agreement 3. General conditions of purchase Service and maintenance and spare parts supply 1. Framework agreement 2. General conditions of purchase

300	Appendix 13 General conditions of purchase for services and goods GVB house style v1 final	Art. 13.1	Modifications and Additional and Less Work	In accordance with this article, GVB has the right to alter agreements already concluded. Amendments may result in extra costs. The prospective party asks GVB for an addition that any extra costs resulting from a change will be reimbursed in a reasonable manner.	In this case, article 40 of the Framework Agreement shall prevail. This article offers the Supplier the opportunity to charge for additional work as a result of changes as requested by the Client.
301	Various documents		SPVE	Various tender documents refer to the SPVE document. Can GVB indicate what document is meant by SPVE?	The SPV is a specific document per project in which the grid voltage (10 or 20 kV), number of medium-voltage fields, number of traction groups, number of descending plus fields, etc. are defined.
302	Annex 11 Framework agreement for the supply of traction components nvi 1 version 1.1 22 July 2021	Art 37.3	Indexation prices for assembly or installation work	The Candidate would like to base the indexation for rates relating to services/work on the prices of the previous year, instead of always taking the monthly figure prior to the entry into force of the Agreement as 100%. For example: October 2021 is 100% for the 2022 index, October 2022 is 100% for the 2023 index, and so on. The Candidate asked GVB to modify the Indexation Clause.	The reference to the CBS table industry category 26 electrotechnical industry price index 2015=100 has been included because this is how CBS appoints this table. 2015 is the year CBS started using this price index.
303	Annex 11 Framework agreement for the supply of traction components nvi 1 version 1.1 22 July 2021	Art 38.2	Billing	In accordance with Article 10 of the Framework Agreement, invoices must be processed digitally. The Candidate therefore requests that the words 'prepared in duplicate and' be deleted.	Has been adjusted
304	Annex 11 Framework agreement for the supply of traction components nvi 1 version 1.1 22 July 2021	Art. 48.2	Maintenance and Training Fee	The Candidate would like to base the indexation for rates relating to services/work on the prices of the previous year, instead of always taking the monthly figure prior to the entry into force of the Agreement as 100%. For example: October 2021 is 100% for the 2022 index, October 2022 is 100% for the 2023 index, and so on. The Candidate asked GVB to modify the Indexation Clause.	Effective date of the agreement is January 1, 2022. First price adjustment is effective 1-1-2023. We use here the price level of three months before 1-1-2023 because the published and fixed price index of the CBS is always more than 2 months behind in terms of determination and publication.

Amendments and supplements to tender documents by the client

The following changes have been made:

- The planning of the tendering procedure has changed. For the current planning, see the updated version of the Tender Guidelines and the updated planning in TenderNed. The new version of the Tender Guidelines has been added and the old version has lapsed. Changes made to the Tender Guidelines are highlighted in yellow;
- Various errors and ambiguities have been removed from the various documents that form the Schedule of Requirements. The new versions have been added and the old versions have been dropped. Changes made to documents are marked in yellow;
- There are new versions of the Framework Agreement and the Detailed Agreement. The new versions have been added and the old versions have been superseded. Changes made to documents are highlighted in yellow;
- The draft SLA for traction power components (Appendix 14) has been added.

Expired tender documents

The following tender documents have lapsed:

- Tender Guidelines Traction Components 1.0 23 June 2021 - EN
- Tender Guidelines Traction Components 1.0 23 June 2021
- Annex 04 Letter of intent Bank guarantee & Model bank guarantee - EN
- Appendix 04 Letter of intent Bank guarantee & Model bank guarantee
- Appendix 08 PVE Part 1A System Specification Traction Rectifier Station_v8.1
- Appendix 08 PVE Part 1A System Specification Traction Rectifier Station_v8.1 and
- Appendix 08 PVE Part 1B System Specification Traction Switchgear_v5.1 and
- Appendix 08 PVE Part 1B System Specification for Traction Switchgear_v5.1
- Bijlage 09 Prijzenblad NVI – EN
- Bijlage 09 Prijzenblad NVI
- Annex 11 Framework agreement for the supply of traction components nvi 1 version 1.1 22 July 2021 - EN
- Annex 11 Framework agreement for the supply of traction components nvi 1 version 1.1 22 July 2021
- Appendix 12 Further agreement on supply of traction power components version 1.0 15 June 2021 - ENG
- Appendix 12 Further agreement on supply of traction power components, version 1.0 15 June 2021

Amended or new Tender Documents

The following tender documents have been added:

- Tender Guidelines Traction Components 1.1 NvI2 27 Aug 2021 - EN
- Tender Guidelines Traction Components 1.1 NvI2 27 Aug 2021
- Annex 04 Letter of intent Bank guarantee & Model bank guarantee NVI2 - EN
- Appendix 04 Letter of intent Bank guarantee & Model bank guarantee NVI2
- Appendix 08 PVE Part 1A System Specification Traction Rectifier Station_v8.2
- Appendix 08 PVE Part 1A System Specification Traction Rectifier Station_v8.2 and
- Appendix 08 PVE Part 1B System Specification for Traction Switchgear_v5.2 and
- Appendix 08 PVE Part 1B System Specification for Traction Switchgear_v5.2
- Overview RAMS limits CEB
- Systeemspecificatie Tractie GRS Civiel 1.1 (only for your information)
- Bijlage 09 Prijzenblad NVI 2- EN
- Bijlage 09 Prijzenblad NVI 2
- Annex 11 Framework agreement for the supply of traction components nvi2 version 1.2 27 Aug 2021 - EN
- Appendix 11 Framework agreement for the supply of traction components nvi2 version 1.2 27 Aug 2021
- Appendix 12 Further agreement on supply of traction power components version 1.1 27 August 2021 - ENG
- Appendix 12 Further agreement on supply of traction power components, version 1.1 27 August 2021
- Appendix 12-8 Poster A3 NKC (1)
- Appendix 12-8 Poster A3 NKC (2)
- Appendix 12-8 Protocol on working safely together
- Appendix 14 SLA traction power components 1.0 27 Aug 2021
- Appendix 14 SLA traction power components 1.0 27 Aug 2021 EN

***** End of Information Memorandum*****

