

1st Memorandum of Understanding for tender 2021-36 Framework agreement for purchase and delivery of traction power components for tram and metro traction power substations

Below are the questions raised in the first round of information and the answers given, as well as any corrections and additions we might make.

Date: 22 July 2021

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
001	Framework agreement	Art. 2.7	Service Level Agreement	Reference is made here to a Service Level Agreement (Annex 14). We would like to receive the template as it was missing from the tender documents.	The draft Service Level Agreement is enclosed with the 2 nd Memorandum of Inquiry.
002	Framework agreement	Art. 5.1	Quality assurance	(i) We would like an explanation of the measures mentioned. What kind of situations does it cover? (ii) If this results in additional work, will the Supplier receive compensation for this? (Article 22.4 Framework Agreement)	This article relates to situations where there are frequently occurring or structural quality problems with regard to the products to be delivered. There will be no additional work or compensation for this because it only concerns situations that are related to incorrect compliance with the agreement.
003	Framework agreement	art. 6.1	Communication	(i) Please add that all written communication will also be sent by e-mail. Because of the Covid situation we still work partly from home (possibly permanently) and we want to be sure that the information reaches the relevant person as soon as possible. (ii) If this is not accepted, please (a) explain why and (b) see which points can be met.	The applicable general purchase conditions already provide for this. Article 1 Definitions includes: '13. In writing: this is also understood to mean 'by electronic means', including e-mail.
004	Framework agreement	art. 10.2	Payment of invoice	(i) Please amend so that payment is made within 30 days of the invoice date, this date is always fixed. (ii) Please add that the Supplier will be notified in writing (including by e-mail) if the Customer is of the opinion that the invoice does not meet the requirements. (iii) If this is not accepted, please (a) explain why and (b) see what concessions can be made.	GVB points out that it is the responsibility of the Contractor to submit the invoice in the correct way. If the procedure set out in the Framework Agreement is followed, this will not cause any problems. If an invoice is not satisfactory, an e-mail will always be sent to indicate that the invoice is not satisfactory. This is standard procedure within GVB. This will not be added to the Framework Agreement.
005	Framework agreement	art. 10.3	Right of set-off	(i) Right of set-off can only occur with claims within the same contract. Please amend. (ii) If this is not accepted, please (a) explain why and (b) see what can be done to accommodate.	Offsetting is never the preference of CFP in the first place. In principle, GVB only settles claims within the same order. Offsetting between orders is complex and results in cluttered administration. However, in exceptional cases, CFP wishes to keep open the option of netting between contracts.

006	Framework agreement	art. 10.4	Right of set-off	(i) Please preserve these legal rights. Please delete this Article or let Article 10.3 apply reciprocally. (ii) If this is not accepted, please (a) explain why and (b) see what concessions can be made.	See the reply to 005. Offsetting has never been the preference of CFP. That is why this article is included.
007	Framework agreement	art. 10.5	Invoice	Please explain in which situations Principal will do this.	This will only be the case if GVB has doubts about the correctness of the invoices that have been submitted, which cannot be resolved by hearing both sides of the argument with the Contractor, or if there are possible integrity issues (as referred to in article 20). GVB considers the use of a chartered accountant as a last resort.
008	Framework agreement	art. 10.6	Invoice	Please explain any suspected substantive inaccuracies with examples.	Example: An installation component has not yet passed a FAT test and has not yet been delivered and accepted. Yet the invoice is already sent by the Contractor. GVB will hold the invoice until testing, acceptance and delivery have taken place.
009	Framework agreement	Art. 12.1 - 12.10	Early termination	(i) Please make this article apply reciprocally. In the circumstances mentioned, the supplier should also have a right of termination. (ii) Please add to article 12.1(b)(ii) that the notification is made in writing. (iii) If this is not accepted, please (a) explain why and (b) see what concessions can be made.	GVB is not prepared to do so. GVB is committed to a long-term cooperation with the Contractor and, like the Contractor, is investing a lot in this tendering process. (Interim) termination of this Framework Agreement is an extreme measure that GVB will never invoke lightly and, moreover, is bound by all kinds of strict preconditions. GVB is of the opinion that this provision is proportionate.
010	Framework agreement	art. 13.1	Force majeure	(i) Please add: "Any agreed penalties or punitive sanctions for delay in performance of a contract shall not apply if and to the extent that the delay is caused by force majeure." (ii) If this is not accepted, please (a) explain why and (b) see what points can be accommodated.	What is proposed here is what is actually meant by Article 13.1 and 13.2.

011	Framework agreement	art. 13.2	Force majeure	(i) Please remove: strikes, illness of personnel, lack of raw materials. (ii) Please add: "For the purpose of this Framework Agreement, force majeure shall mean in any event, but not be limited to: national, regional or other general strikes (not limited to strikes of the personnel of either Party), import or export restrictions and trade embargoes, disasters, extreme weather phenomena such as, but not limited to, severe storms and floods, fire, acts of terrorism, armed conflict, war, riots, industrial action by subcontractors, epidemics and pandemics. The Parties agree that Supplier shall be entitled to an extension of time, price adjustment and other reasonably required adjustments to the Framework Agreement, if it can be demonstrated that delays and adjustments result from the effects of the force majeure situation. Agreed periods and deadlines shall be extended for the duration of the force majeure situation. A Party may terminate the Agreement on the basis of force majeure in accordance with Article 12.1 of the Framework Agreement, without any further liability, compensation or remuneration for any damage or cost. The Party wishing to invoke force majeure shall notify the other Party in writing without delay when a delay becomes plausible or unavoidable." (iii) If this is not accepted, please (a) explain why and (b) see what points can be accommodated.	GVB finds the proposed definitions of force majeure far too broad and insists on Article 13.2. Contractors themselves have influence on whether or not their production sites are discontinued. Large companies such as those involved here may be expected to spread their supply risks and manage them well. All other definitions mentioned fall under force majeure (art 6:75 BW)
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012	Framework 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) For the sake of clarity, please add: "Supplier shall not be liable for loss of profit, loss of revenue, interruption of operations and/or operating losses, costs related to the replacement of energy supply, increase in costs or loss of anticipated savings, loss of production, loss or corruption of data, loss of reputation, loss of goodwill, or any other special, direct, indirect or consequential loss of any kind." (iii) Please replace the last sentence with: "Supplier shall indemnify Customer against third party claims relating to injury or death and/or damage to movable and immovable property caused by Supplier's negligence or intent. In case of such (potential) claims Customer shall immediately inform Supplier and give Supplier full control over the defence of the claim. Furthermore, upon request of Supplier, Customer shall provide reasonable assistance in the defence of the claim and shall not be negligent, make any statements, take any actions which may prejudice the defence of the claim." (iv) If this is not accepted, please (a) provide an explanation and (b) see what points can be accommodated.	CFP is not taking on board your suggestions but has adapted this Article 14 on the basis of your input. Since it usually involves composite installations for which the Contractor sometimes bears partial responsibility, GVB handles the claims itself. Of course, GVB will involve and adequately inform the Contractor about the settlement of claims.
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013	Framework agreement	Art. 14.2	Liability and indemnity	(i) Please delete "buildings, installations and other property". (ii) Please add: "In case of such (potential) claims, Customer shall immediately inform Supplier and give Supplier full control over the defence of the claim. Furthermore, upon request of Supplier, Customer shall provide reasonable assistance in the defence of the claim and shall not be negligent, make any statements, take any actions which may prejudice the defence of the claim." (iii) If this is not accepted, please (a) provide an explanation and (b) see what points can be accommodated.	GVB will not accept your proposals but has adapted this article on the basis of your input. Because it usually involves complex installations for which the Contractor sometimes bears partial responsibility, GVB will handle the claims itself. Of course, GVB will involve and adequately inform the Contractor about the settlement of claims.
014	Framework agreement	art. 14.3	Liability and indemnity	(i) Please replace €5,000,000 with average annual contract value. (ii) Please replace €2,500,000 with contract value. (iii) If this is not accepted, please (a) give an explanation and (b) see which points can be met.	The amounts included reflect the expected turnover per year. GVB therefore sticks to these amounts.
015	Framework agreement	art. 14.4	Liability and indemnity	(i) Please delete or amend. A party is liable for damages attributable to that party. (ii) If this is not accepted, please (a) give an explanation and (b) see what points can be accommodated.	GVB does not intend to bear liability risks for materials, tools and equipment of the Contractor. At project level, GVB always takes out CAR insurance. That will also happen here. These risks will then be partly insured. Incidentally, the tools and equipment of the Client are never insured by GVB. The Contractor can take care of the insurance himself and include the costs in his offer.

016	Framework agreement	art. 14.5	Liability and indemnity	(i) Please replace with: "Supplier shall indemnify Customer against claims of third parties relating to infringements of intellectual property rights of third parties caused by negligence or intent on the part of 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 defence of the claim and shall not make any statement and/or take any action or omit to take any action that might prejudice the defence 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 article 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 unauthorised 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 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.	Your text proposal does not offer CFP the same protection as the included article. Respecting intellectual property rights lies exclusively within the sphere of influence of the Contractor. The fact that the Contractor limits any risks and liabilities and yet places them with CFP is not acceptable to CFP. Therefore, GVB maintains the included article 14.5.
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017	Framework agreement	art. 15.4	Insurance	(i) Supplier shall not allow inspection of its policies. Customer may assume that Supplier has taken out sufficient insurance. If desired, the Supplier can submit an insurance certificate proving this. Please delete or amend article. (ii) If this is not accepted, please (a) explain why and (b) look at which points can be met.	The submission of an insurance certificate is sufficient for CFP to prove that you comply with this obligation.
018	Framework agreement	art. 16.1	Transfer of rights and obligations	(i) Please add that the Supplier will immediately be informed in writing of such a transfer. (ii) If this is not accepted, please (a) explain why and (b) see what can be accommodated.	We have already informed you in the Tender Guidelines that this transfer will take place around 1 January 2022. GVB does not see the need to include this explicitly in the Framework Agreement.
019	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 and transport from the factory to the site." (ii) If this is not accepted, please (a) explain why and (b) see what can be accommodated. (iii) This item number appears twice, but the content of each item is different. The above comments (i) and (ii) apply to both Article 16.2.	GVB likes to keep influence on who it does business with through the Framework Agreement. Moreover, a transfer may have consequences for, for example, guarantees and securities. This article already states that 'this consent shall not be withheld on unreasonable grounds'. GVB is sticking to this article.
020	Framework agreement	art. 17.2	Confidentiality	(i) Please add: "Supplier has the right to keep one (1) copy of the confidential information obtained for archiving purposes." (ii) If this is not accepted, please (a) explain why and (b) see what can be accommodated.	This is agreed and will be added to the Framework Agreement.

021		art. 17.3	Confidentiality	(i) Please reciprocate. (ii) Please add: "Information is not confidential if: (a) It is in the public domain at the time of exchange, unless this is a result of a breach of the confidentiality obligation in this Framework Agreement; (b) It was already in the possession of the Receiving Party; (c) It is required to be disclosed pursuant to a court order; or (d) It was independently developed by the Receiving Party without making direct or indirect use of the confidential information. The obligation of confidentiality and non-use of the confidential information in this Agreement shall survive for five (5) years from the date of disclosure of the confidential information." (iii) If this is not accepted, please (a) explain why and (b) see what can be accommodated.	This is partly agreed. See the amended article.
022	Framework agreement	art. 18.3	Contradictions	Does the Detailed Agreement include "written agreed amendments and/or extensions to the Framework Agreement"?	Yes, this is correct. A signed Detailed Agreement has priority over the Framework Agreement (see also article 18 of the Framework Agreement!).
023	Framework agreement	Art. 19.2	Applicable law and disputes	(i) Please amend this article and make it apply reciprocally. Supplier believes this is reasonable. (ii) If this is not accepted, please (a) explain why and (b) see what concessions can be made.	CFP sees no reason why it, as a 100% public enterprise, should have to confirm that it will comply with all national, provincial, municipal and other laws, regulations, norms and standards and requirements and conditions set by competent authorities concerning employees, social security, labour regulations, safety, equipment, environment, taxes.
024	Framework agreement	art. 19.3	Applicable law and disputes	Would you like an explanation of this article with examples of documents and approvals? Can these be documents that are not mentioned in the CoE?	This includes, for example, legally required inspection certificates, quality marks or other approvals that are required to use the supplied equipment or that relate to professional competence or suitability. In principle, all these documents are listed in the Tender Guidelines and the RP. Additional requirements may apply when laws and regulations are amended.

025	Framework agreement	Art. 19.7	Applicable law and disputes	(i) Please add: "(...), unless the Client does not fulfil its payment obligations (in due time). (ii) If this is not accepted, please (a) explain why and (b) look at which points can be met.	The risk of damage to GVB's public transport operation and all the resulting damage is too great to give the Contractor this right. The deliveries mainly concern the conversion of existing rectifier stations that must remain largely operational. The chance that unilaterally stopping the deliveries and execution of the work will lead to stagnation is therefore unacceptable to GVB.
026	Framework agreement	art. 20.1	Integrity	(i) Please replace "third" with "fourth". Supplier is of the opinion that non-integrated conduct applies only to these paragraphs. (ii) If this is not accepted, please (a) explain why and (b) see what concessions can be made.	Agreement has been incorporated into the Framework Agreement
027	Framework agreement	art. 20.2	Integrity	(i) Please explain who is the Contractor referred to in this article. (ii) Please explain (a) what the screening entails, (b) why it is done and (c) what information is to be shared.	Screening will always be carried out by a specialised accountant or forensic investigation agency. GVB wishes to have access to information of the Contractor regarding employees of GVB or parties affiliated to GVB.
028	Framework agreement	art. 20.3	Integrity	(i) Please add that Supplier must first be given written notice of default and a reasonable term to remedy the failure prior to suspension and/or termination. A notice of default prior to dissolution of the Framework Agreement is reasonable. (ii) If this is not accepted, please (a) explain why and (b) see what points can be met.	This is not acceptable. A breach of integrity can be of such a nature that GVB does not want to offer the Contractor a chance of recovery. An adversarial procedure has been added to article 20.8.
029	Framework agreement	art. 20.4-20.8	Integrity	(i) Please amend these articles and make them apply reciprocally. The supplier does not want to work with parties who do not behave with integrity. (ii) If this is not accepted, please (a) explain why and (b) see what points can be met.	This has been adjusted see art 20.10 in the framework agreement
030	Framework agreement	art. 20.6	Integrity	Please explain why this is an unethical behaviour.	This is merely a matter of not reporting the change in ownership. A new owner may not be able to meet the grounds for exclusion set out in the tender. GVB would like to be able to check this.

031	Framework agreement	art. 22.2	Amendments	(i) Please delete the last sentence. This cannot always reasonably be expected of the Supplier. (ii) If this is not accepted, please (a) explain why and (b) see what points can be accommodated.	GVB points out that this sentence includes 'insofar as he is technically able'. GVB is of the opinion that this Order leaves enough room to justify that he is not able to make a change. GVB adheres to this article.
032	Framework agreement	art. 22.3	Changes	(i) Please delete or amend the last sentence. This cannot always reasonably be expected of the Supplier. (ii) If this is not accepted, please (a) explain why and (b) see what points can be accommodated.	GVB adheres to this article. The provisions of articles 22.3 and 22.4 leave sufficient room for the Contractor to apply a surcharge or, for example, a longer delivery time.
033	Framework agreement	art. 22.5	Changes	(i) We would like to see a deadline added here. Conversely, the Supplier is also obliged to assess changes within a certain period (Article 22.2 of the Framework Agreement). (ii) If this is not accepted, please (a) explain why and (b) examine on which points it is possible to accommodate.	Agreed. See Framework Agreement. A deadline has been added
034	Framework agreement	art. 23.1	Parts supply	(i) Please shorten the term to 10 years. 10 years is the usual period, 20 years is too long. (ii) If this is not accepted, please (a) explain why and (b) see where it can be accommodated.	Your proposal is accepted. See enclosed Framework agreement

035	Framework agreement	art. 23.3	Parts supply	(i) Please reduce the fine to EUR 100 per day. (ii) Please replace the word "penalty" with "compensation for delay". (iii) Please add the following: "Supplier is not liable for any damage suffered by Customer if and to the extent that the delay was wholly or partly caused by or attributable to Customer. Supplier is also not liable for damage suffered by Customer if the delay is caused by force majeure. The fixed compensation for delay in this article is the exclusive remedy for damage suffered by the Customer as a result of the delayed delivery and the payment thereof by Supplier constitutes the full and final settlement of the damage suffered by the Customer as a result of the delay." (iv) If this is not accepted, please (a) explain why and (b) see in what respects a concession can be made.	GVB insists on this penalty. The consequential damage can be very great and, in light of the long-term cooperation, there are alternatives to mitigate this risk by, for example, making agreements on strategic parts that GVB can stock.
036	Framework agreement	art. 23.4	Parts supply	(i) Please add to "unless the Supplier performs it itself at its own expense" that this also applies to other entities within the Supplier's group. (ii) If this is not accepted, please (a) explain why and (b) see what can be accommodated.	agreement
037	Framework agreement	art. 23.5	Parts supply	(i) Please add that the force majeure . Otherwise, this article would be unreasonably onerous for the Supplier. (ii) If this is not accepted, please (a) explain why and (b) see what points can be accommodated.	GVB is of the opinion that article 13 is formulated in such a way that force majeure can apply to all the reliefs of the Contractor. This does not need to be specifically stated per article.

038	Framework agreement	art. 23.6	Parts supply	(i) Please replace the last sentence with: "Supplier's prices and timely performance of the contract are based on all applicable laws, regulations and standards issued by or on behalf of a governmental authority that are in effect at the time the offer is transferred. If there is a change in the legislation, regulations and standards issued by or on behalf of a governmental body after this time, the Supplier is entitled to adjust the prices and delivery times." (ii) If this is not accepted, please (a) explain why and (b) see what points can be accommodated.	CFP partly accepts your proposal but incorporates it in Article 37
039	Framework agreement	art. 26.1	Request for quotation	(i) Please add "at least as soon as reasonably possible" after "20 working days" in subsection a, after "10 working days" in subsection b and after "30 working days" in subsection c. (ii) If this is not accepted, please (a) explain why and (b) see what can be done.	CFP will take up your proposal.
040	Framework agreement	art. 26.2	Request for quotation	Please explain the meaning of this article.	GVB means here that the offer can never contain worse conditions than those laid down in the Framework Agreement.
041	Framework agreement	art. 27.7-27.11	Quote	(i) Please add "at least as soon as reasonably possible" after "five (5) working days". (ii) If this is not accepted, please (a) explain why and (b) see what can be accommodated.	CFP takes up your proposal
042	Framework agreement	art. 28.7	Delivery	Please explain what is meant in practice by the last sentence (possibly with examples).	GVB includes a number of references to laws, regulations and applicable standards in its Schedule. GVB aims to ensure that the installation parts to be supplied always comply with the latest version of these applicable laws, regulations and standards.

043	Framework agreement	Art. 29.1	Warranty	(i) Please replace "good" with "agreed" twice. Supplier does not want to be confronted at a later stage with requirements that have not been made known by Customer. (ii) If this is not accepted, please (a) explain why and (b) see what points can be met.	GVB means something different here. A Supply may meet the design requirements and function well but still be of poor quality. For example, a poor coating on system cabinets or transformers that are coming loose. This does not functionally affect the installation, but aesthetically it does. GVB maintains this article
044	Framework agreement	Art. 29.2	Warranty	(i) Please add the following: "All liability will lapse if: (a) the instructions given by the Supplier have not been followed; (b) the delivered goods are used contrary to the regulations or injudiciously or are not in accordance with the agreed or usual use; and/or (c) without written permission from the Supplier, work has been carried out on goods delivered by the Supplier." Supplier is of the opinion that in the aforementioned cases liability would be unreasonable. (ii) If this is not accepted, please (a) explain why and (b) see to it which points can be met.	CFP accepts your proposal but in Article 14.12 on Guarantee
045	Framework agreement	art. 30.1	Inspection	(i) Please note that: (a) inspections will be announced well in advance in writing (including by e-mail) by the Client, (b) inspections will only relate to HSSEQ matters and (c) the parties will bear their own costs. (ii) If this is not accepted, please (a) explain why and (b) see what concessions can be made.	CFP partly accepts your proposal. Paragraph 1 already states that there must be reasonable grounds for the inspection. This provides sufficient guarantees that the inspection must be in reasonable proportion to the Agreement.
046	Framework agreement	Art. 31.2	Timetable	(i) Please delete the second sentence. The starting point should be that the Supplier is only in default after written notice of default which includes a reasonable period during which performance is not forthcoming. Dates are not automatically fatal. (ii) If this is not accepted, please (a) explain why and (b) see what points can be accommodated.	CFP is of the opinion that within the framework of a long-term structural cooperation, it should not be necessary to send a letter of formal notice to remind a contractor that he is not meeting his deadlines. GVB will not accept your proposal.

047	Framework agreement	art. 32.3	Delay	(i) Please replace "penalty" with "delay compensation". (ii) Please replace twice 'of the total contract price' with 'of the value of the part of the contract which is delayed'. (iii) Please replace "2 per cent" with "0.5 per cent" and "15 per cent" with "5 per cent". (iv) Please add: "The liquidated damages in this clause shall be the exclusive remedy for Customer's loss resulting from the delayed delivery and the payment thereof by Supplier shall constitute the full and final settlement of the loss suffered by Customer as a result of the delay." (v) If this is not accepted, please (a) explain why and (b) see what points can be accommodated.	(i) CFP sees this as a semantic issue and maintains the current wording (ii) these are related installation parts that together form a whole. If one part is missing, the whole does not work. CFP sticks to the existing wording (iii) the rates of fines have been adjusted
048	Framework agreement	Art. 33.2	Test plan	(i) Please add "at least as soon as reasonably possible" after "40 working days". (ii) If this is not accepted, please (a) explain why and (b) see what can be accommodated.	GVB does not go along with this. 40 working days is such a long period that there is no room for deviation.
049	Framework agreement	art. 33.4-33.5	Test plan	(i) Please add "at least as soon as reasonably possible" after "twenty (20) working days". (ii) If this is not accepted, please (a) explain why and (b) see what can be accommodated.	CFP takes up your proposal
050	Framework agreement	art. 33.6-33.7, 33.10	Test plan	(i) Please add a deadline for approval, rejection and confirmation by the Client. (ii) If not accepted, please (a) explain why and (b) see what points can be accommodated.	CFP takes up your proposal
051	Framework agreement	Art. 33.11	Test plan	Does this mean that an order can be approved or rejected in its entirety?	Article 33.10 describes the possible outcomes: 1. Getting it right the first time 2. Few restore points but installation can be delivered. Restore points can be restored after delivery 3. Recovery points such that delivery is stopped until they have been repaired

052	Framework agreement	Art. 33.11	Test plan	(i) Please add: "(...), unless the parties agree otherwise in writing". (ii) If this is not accepted, please (a) explain why and (b) see what can be accommodated.	Your proposal adds nothing because it is already provided for in Article 33.10
053	Framework agreement	art. 33.15	Test plan	(i) Please delete or amend this article. It is not reasonable if the Supplier is responsible for all costs and no limits are set. The parties should discuss this. (ii) If this is not accepted, please (a) explain why and (b) see what can be done to accommodate.	GVB partly agrees with this. It is entirely within the Contractor's control to ensure that the installations to be tested pass the test. This article has been included to prevent the Contractor from lightly carrying out untested installations or unprepared or ill-prepared tests, as a result of which the Client will incur additional unforeseen costs. GVB is, however, prepared to maximise the costs.
054	Framework agreement	art. 33.16	Test plan	(i) Please add: "(...), unless the parties agree otherwise in writing". (ii) If this is not accepted, please (a) explain why and (b) see what can be accommodated.	See the answer to Question 052
055	Framework agreement	art. 33.19	Test plan	Does this mean that an order can be approved or rejected in its entirety?	This SAT and final inspection concerns the final delivery and acceptance. If there are no remaining points, the installation is accepted by signing the acceptance protocol. There may be some residual points that are included in the Acceptance Protocol. The installation is not accepted until all these remaining points have been resolved.
056	Framework agreement	art. 33.20	Test plan	(i) Please add a deadline for signature by the Client. (ii) If this is not accepted, please (a) explain why and (b) see what points can be accommodated.	We take on board your proposal
057	Framework agreement	art. 33.22	Test plan	(i) Please delete or amend this article. It is not reasonable if the Supplier is responsible for all costs and no limits are set. The parties should discuss this. (ii) If this is not accepted, please (a) explain why and (b) see what can be done to accommodate.	See the answer to question 053. GVB partly agrees with this. It is entirely within the Contractor's control to ensure that the installations to be tested pass the test. This article has been included to prevent the Contractor from lightly carrying out untested installations or unprepared or poorly prepared tests, as a result of which the Principal will be faced with additional unforeseen costs. GVB is, however, prepared to maximise the costs.

058	Framework agreement	Art. 34.1	Warranty	(i) Please replace "properly", "good workmanship" with "in the agreed manner". (ii) Please add "as stated in the agreement" after "are and remain suitable for the intended purpose and use". Supplier does not want to be confronted retrospectively with requirements not made known by Customer. (iii) If this is not accepted, please (a) explain why and (b) see what points can be accommodated.	CFP partly accepts your proposals
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059	Framework agreement	art. 34.2	Warranty	(i) Please add the following: "The Customer must report each defect to the Supplier in writing within five (5) calendar days after first becoming aware of the defect, but within the guarantee period. The guarantee means that the Supplier will repair or replace the defect, all this at the Supplier's discretion. In the event of intervention by the Supplier under the guarantee, the original guarantee period shall not be extended or renewed. The warranty in this Framework Agreement replaces, to the extent permitted by law, all warranties provided by law and constitutes the full liability of Supplier with respect to the quality and warranty of the delivered goods. Every right to a guarantee shall lapse if: (a) the instructions given by the Supplier have not been followed; (b) the items delivered are used contrary to the regulations or injudiciously or do not correspond to the agreed or customary use; (c) work has been carried out on the items delivered by the Supplier without the Supplier's written permission; (d) the Customer does not fulfil, does not fulfil properly or does not fulfil on time any obligation towards the Supplier arising from the agreement." (ii) If this is not accepted, please (a) explain why and (b) see what points can be met.	CFP takes over parts of your text proposals.
060	Framework agreement	art. 34.4	Warranty	We assume that Article 32.20 means Article 33.20.	That is correct
061	Framework agreement	art. 34.5	Warranty	(i) What is meant by a special guarantee? (ii) What is the difference between the general guarantee and the special guarantee?	That one guarantee is general and the other special and therefore only applies in specific cases. These are mentioned in articles 34.5 and 34.6

062	Framework agreement	art. 34.13	Warranty	(i) Please add "and was given a reasonable period of time to remedy the failure" after "written warning". (ii) Please add "culpable" before "fails to perform". (iii) Please add "reasonably incurred" before "associated costs". (iv) If this is not accepted, please (a) explain why and (b) see what can be done to make it acceptable.	We take your text suggestions part on
063	Framework agreement	art. 34.16	Warranty	(i) Please add: "(...) and not attributable to Supplier." (ii) If this is not accepted, please (a) explain why and (b) see what points can be accommodated.	We take your text suggestions part on
064	Framework agreement	art. 34.17	Warranty	(i) Please remove article. Supplier does not accept liability for indirect and consequential damages. (ii) If this is not accepted, please (a) explain why and (b) see what can be done to accommodate.	We have adjusted this Article in line with Article 14
065	Framework agreement	art. 34.18	Warranty	(i) Please add: "(...) provided that this is attributable to Supplier." (ii) Please replace "€1000,-" with "€500,-". (iii) If this is not accepted, please (a) explain why and (b) see what concessions can be made.	CFP partly accepts your proposal and moderates fine
066	Framework agreement	art. 35.1	Quality	Please indicate who these "persons to be designated" might be. Can they be third parties?	These can be our own employees or third parties hired by GVB with expertise in the field of electrical engineering.
067	Framework agreement	art. 35.3	Quality	Please explain what is meant by "general professional requirements".	This is a key article to ensure that the employees to be deployed have the necessary professional knowledge but also know how to relate in a professional manner to the employees involved from CFP.

068	Framework agreement	Art. 36.1	Risk	(i) The risk shall pass to Customer at the moment that Supplier no longer has the goods in its possession. Please amend this article. Please replace with: "The risk of loss, damage or destruction of the goods to be delivered by the Supplier shall be borne by the Client from the moment that these goods are delivered in accordance with the article on delivery in this agreement. The risk for goods of the Client on which, with or in connection with which activities are performed is for the Client, even if these goods are located in buildings or on sites of the Supplier. Loading, sending or transporting, unloading and insuring the goods to be delivered shall take place at the risk of the Client, even if the Supplier takes care of this himself." (ii) If this is not accepted, please (a) explain why and (b) see what points can be met.	GVB wishes to stick to the current formulation but sees the problem. In this context, GVB points out to the Contractor that it always takes out CAR insurance for replacement or new construction projects for rectifier stations. This covers the risk of damage or even loss of installations at the moment that these are delivered to a construction site but the installation has not yet been built.
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069	Framework agreement	Art. 36.2	Transfer of ownership	(i) Ownership only passes after full payment (or in parallel with payments in instalments). Please replace with: "All items delivered by the Supplier shall remain the property of the Supplier until such time as full payment is received for all that the Supplier is due from the Customer in connection with the underlying contract, including damage, costs and interest. The Customer is not entitled to any right of retention with respect to these goods. If the Customer receives goods before payment in full of all the amounts due to the Supplier from the Customer in connection with the underlying contract, the Customer shall affix to all such goods a sign which clearly indicates that the goods are the property of the Supplier and shall, if necessary, notify the creditor-possessor and the lessor by registered letter that the goods are the property of the Supplier, with a copy of this letter to the Supplier, unless the parties have agreed otherwise in writing." (ii) If this is not accepted, please (a) explain why and (b) see what points can be met.	GVB sticks to the current text
070	Framework agreement	Art. 36.3	Transfer of ownership	(i) Please replace "acceptance thereof" with "full payment thereof". (ii) If this is not accepted, please (a) explain why and (b) see what can be accommodated.	GVB sticks to the current text
071	Framework agreement	Art. 38.1	Invoice	(i) Please replace "after signing (...)" referred to in Article 36.2" with "in accordance with Article 10.2 of the Framework Agreement". (ii) If this is not accepted, please (a) explain why and (b) see what can be accommodated.	CFP maintains the current text. A maximum period of 10 working days for signing the Acceptance Protocol has now been chosen.
072	Framework agreement	Art. 38.2	Invoice	(i) Please delete. (ii) If not accepted, please (a) explain why and (b) see what can be done to accommodate.	According to CFP, it is a limited effort to attach the Acceptance Protocol. This can be used to demonstrate performance.

073	Framework agreement	Art. 38.3	Invoice	(i) Please remove. It is not practical for every invoice to be accompanied by a bank guarantee. Moreover, it creates extra costs. (ii) If this is not accepted, please (a) explain why and (b) see what concessions can be made.	GVB assumes that a complete installation is always delivered and invoiced. An invoice can only be made payable once the corresponding guarantee has been received by GVB. With this method of working, we avoid delays in payment.
074	Framework agreement	art. 39.2	Securities	(i) Please add the word "culpable" before "default" in the first sentence. (ii) Please add the word "in writing" before "warning" in the first sentence. (iii) Please add "and have been given a reasonable time to remedy the failure" after "have been given notice" in the first sentence. (iv) If this is not accepted, please (a) explain why and (b) see what can be done.	CFP partly accepts your text proposal
075	Framework agreement	art. 39.4	Securities	(i) Please replace "have properly fulfilled" with "have fulfilled as agreed". Supplier does not want to be confronted retrospectively with requirements that were not made known by Customer. (ii) If this is not accepted, please (a) explain why and (b) see what points can be met.	CFP accepts your text proposal
076	Framework agreement	art. 40.3	Amendments	(i) Please add "at least as soon as reasonably possible" after "five (5) working days". (ii) If this is not accepted, please (a) explain why and (b) see what can be accommodated.	CFP accepts your text proposal
077	Framework agreement	art. 40.4	Amendments	(i) Please add a deadline for a decision by the Client. (ii) If this is not accepted, please (a) explain why and (b) see what points can be accommodated.	CFP takes up your proposal
078	Framework agreement	art. 40.6-40.7	Amendments	(i) Please delete or amend this article. The assumption that the Supplier will not be reimbursed is unreasonable. (ii) If this is not accepted, please (a) explain why and (b) see what concessions can be made.	GVB assumes that the Client only needs to make a limited effort to draw up an offer. After the order has been issued, the actual engineering is carried out. These costs can be charged. See the price schedule for this.

079	Framework agreement	art. 41.2	Obligations of the Supplier	(i) Please add: "(...) if and to the extent that this is attributable to Supplier". The assumption that Supplier will not be compensated is unreasonable. (ii) If this is not accepted, please (a) explain why and (b) see what concessions can be made.	CFP accepts your text proposal
080	Framework agreement	art. 41.3	Obligations of the Supplier	(i) Please remove. The supplier is free to set up the agreements with its subcontractors. (ii) If this is not accepted, please (a) explain why and (b) see what can be done.	This article is partially deleted. Furthermore, Article 16 shall apply to this situation
081	Framework agreement	art. 43.1	Availability and penalty	(i) Please add "at least as soon as reasonably possible" after "2 hours". (ii) If this is not accepted, please (a) explain why and (b) see what can be accommodated.	CFP accepts your text proposal
082	Framework agreement	art. 43.2	Availability and penalty	(i) Please add "at least as soon as reasonably possible" after "4 hours". (ii) If this is not accepted, please (a) explain why and (b) see what can be accommodated.	CFP accepts your text proposal

083	Framework agreement	art. 43.3	Availability and penalty	(i) Please reduce the fine to EUR 500 per day. (ii) Please replace the word "penalty" with "compensation for delay". (iii) Please add the following: "Supplier is not liable for any damage suffered by Customer if and to the extent that the delay was wholly or partly caused by or attributable to Customer. Supplier is also not liable for damage suffered by Customer if the delay is caused by force majeure. The fixed compensation for delay in this article is the exclusive remedy for damage suffered by the Customer as a result of the delayed delivery and the payment thereof by Supplier constitutes the full and final settlement of the damage suffered by the Customer as a result of the delay." (iv) If this is not accepted, please (a) explain why and (b) see in what respects a concession can be made.	CFP accepts your text proposal
084	Framework agreement	Art. 44.4	Staff	(i) Please complete with: "This provision does not apply to transfers to entities within the Supplier's group company." (ii) If this is not accepted, please (a) explain why and (b) see what points can be accommodated.	CFP accepts your text proposal
085	Framework agreement	art. 45.2	Training	Is the documentation used only within CFP, or does CFP intend to share it with third parties? What is the rationale behind it?	It will only be distributed within CFP to the employees concerned.

086	Framework agreement	art. 46.3	Material	(i) Please replace "non-exclusive, irrevocable, transferable, perpetual and royalty-free right" with "a simple usage licence stripped of any exclusivity. Customer may not make copies of such information or disclose such information to any third party without the prior written consent of Supplier." This is what the Supplier can give. (ii) If this is not accepted, please (a) explain why and (b) see what can be accommodated. CFP does not agree	CFP partly accepts your proposal
087	Framework agreement	art. 46.4	Material	(i) Please add to the second sentence: "(...) if and insofar as this is imputable to Supplier". (ii) Please add to the last sentence: "(...) if and to the extent that it is imputable to Supplier" before "unless the defects (...)". (iii) If this is not accepted, please (a) explain why and (b) see what concessions can be made.	CFP partly accepts your proposal
088	Framework agreement	art. 46.7	Material	(i) Please add: (a) that inspections will be announced well in advance in writing (including by e-mail) by the Client, (b) that inspections will only concern HSSEQ matters and (c) that parties will bear their own costs. (ii) If this is not accepted, please (a) explain why and (b) see what concessions can be made.	We accept your proposal in part see Article 46.7 Framework Agreement
089	Framework agreement	art. 47.1	Material	(i) Please add a deadline for approval by the Client. (ii) If this is not accepted, please (a) explain why and (b) see what points can be accommodated.	See Article 47.1, a time limit has been added.

090	Framework agreement	art. 49.1	Material	(i) Please add the word "reasonably" before "co-operate" in the first sentence. (ii) Please delete "on the understanding that (...) profit is due" in the second sentence. Supplier does not accept liability for indirect and consequential damages. (iii) If this is not accepted, please (a) explain why and (b) see what can be done to accommodate.	GVB refers to Article 47 that deals with making adjustments by mutual agreement. GVB is of the opinion that this is sufficiently clear to indicate that changes and adaptations are always made in consultation between parties. It goes without saying that work already done will be settled. The last part of this article merely points out that the Contractor cannot claim lost turnover if the scope of the maintenance work decreases during the term.
091	General terms and conditions of purchase for services and goods of CFP 2018	Art. 2.1	Applicability	(i) Please add: "(...) on the basis of the Framework Agreement for the purchase and delivery of Traction Supply Components for Tram and Metro Rectifier Stations, reference: 2021-36. (ii) If this is not accepted, please (a) explain why and (b) see what points can be accommodated.	GVB does not accept this text proposal. GVB is of the opinion that the reference in Article 8 of the Framework Agreement and the order of precedence in Article 18 are sufficient to indicate the relationship between contractual documents.
092	General terms and conditions of purchase for services and goods of CFP 2018	Art. 3.3	Conclusion of the Agreement	Please explain the rationale behind this article.	The Framework Agreement provides for this through Article 2.8.
093	General terms and conditions of purchase for services and goods of CFP 2018	Art. 3.4	Conclusion of the Agreement	(i) The validity of the offer follows from the Contractor's offer/quotation. Please delete or modify article. (ii) If not accepted, please (a) explain why and (b) see what can be accommodated.	The Framework Agreement provides for this through Articles 11 and 28.
094	General terms and conditions of purchase for services and goods of CFP 2018	art. 3.5	Conclusion of the Agreement	(i) The contract is concluded by the Parties signing the Detailed Agreement. Please amend. (ii) If this is not accepted, please (a) explain why and (b) see what can be accommodated.	The Framework Agreement provides for this through Articles 11 and 28.
095	General terms and conditions of purchase for services and goods of CFP 2018	Art. 4.3	Warranty	(i) Please replace "good quality" with "the agreed quality". (ii) Please add "as stated in the agreement" after "fit for purpose". Contractor does not want to be confronted afterwards with requirements that were not made known by CFP. (iii) If this is not accepted, please (a) explain why and (b) look at which points can be met.	The Framework Agreement provides for this through Article 34 This Article does not apply

096	General terms and conditions of purchase for services and goods of CFP 2018	Art. 4.4	Warranty	(i) Please delete the text after the first sentence ("The guarantee period will (...) influence"). (ii) If this is not accepted, please (a) explain why and (b) see what can be accommodated.	The Framework Agreement provides for this through Article 34 This Article does not apply
097	General terms and conditions of purchase for services and goods of CFP 2018	art. 4.5	Warranty	(i) Please add: "(...) caused by negligence or intention of the Contractor. In case of such (potential) claims, GVB will immediately inform the Contractor and give the Contractor full control over the defence of the claim. Furthermore, at the request of the Contractor, GVB will provide reasonable assistance in the defence of the claim and will not be negligent, make statements or take actions that could harm the defence of the claim." (ii) If this is not accepted, please (a) explain why and (b) see what can be accommodated.	The Framework Agreement provides for this through Article 34 This Article does not apply
098	General terms and conditions of purchase for services and goods of CFP 2018	Art. 5.1	Replacement of staff	(i) Please delete this item. The contracting party wishes to retain this right. (ii) If this is not accepted, please (a) explain why and (b) see what points can be accommodated.	GVB is of the opinion that the wording provides sufficient room for the Contractor to deploy other personnel when the occasion arises. Although the Contractor must ask permission, GVB will never refuse on unreasonable grounds. In the opinion of GVB, this is a proportionate article for a long-term and intensive cooperation such as GVB strives for. GVB will not amend this article.
099	General terms and conditions of purchase for services and goods of CFP 2018	Art. 5.2	Replacement of staff	(i) Please add the word "reasonably" before "as a result" in the first sentence. (ii) Please delete the last sentence or change it to a best-efforts obligation. (iii) If this is not accepted, please (a) explain why and (b) see what can be done to accommodate.	See the answer to question 098. Within an intensive cooperation in a strategic domain for GVB, GVB will never dismiss employees of the Client lightly. This is only allowed if it is necessary or desirable in the interest of a proper execution of the agreement. GVB will not amend this article.
100	General terms and conditions of purchase for services and goods of CFP 2018	Art. 7.1	Subcontracting	(i) Please add: "This provision does not apply to use of the services of entities within the Contractor's group company and transportation from the factory to the site." (ii) If this is not accepted, please (a) explain why and (b) see where it can be accommodated.	Article 16 of the Framework Agreement applies. Article 7.1 of the General Purchase Conditions is therefore not applicable

101	General terms and conditions of purchase for services and goods of CFP 2018	Art. 10.1-10.2	Processing of personal data	(i) Please amend this article and make it reciprocal. The Contractor believes that this is reasonable. (ii) If this is not accepted, please (a) explain why and (b) see what concessions can be made.	There is no processing of personal data. This article does not apply
102	General terms and conditions of purchase for services and goods of CFP 2018	art. 10.3	Processing of personal data	We would like to receive a template of this agreement. The Contractor cannot be expected to agree in advance to provisions that have not come to its attention.	There is no processing of personal data. This article does not apply
103	General terms and conditions of purchase for services and goods of CFP 2018	art. 11.2	Security	(i) Please add: "(...) if and to the extent that it is attributable to the Contractor". (ii) If this is not accepted, please (a) explain why and (b) see what concessions can be made.	Larger deliveries, to which this article applies in particular, always take place as part of projects. GVB and the Installer will always inform the Contractor of the local conditions in good time during the quotation process so that the Contractor can respond to them properly and in good time. CFP will not amend this article.

104	General terms and conditions of purchase for services and goods of CFP 2018	art. 11.4	Security	(i) The Contractor attaches great importance to safety and the safety of its staff. In this context, please add the following: "GVB, its employees and third parties that it engages are obliged to observe governmental safety and environmental regulations and to comply with the regulations, instructions and indications regarding order, safety, the environment and control that apply at the location where the work is carried out. The Contractor concludes the Framework Agreement under the suspensive condition that GVB proves that, with regard to the equipment to be maintained and the areas where this equipment is located, an inventory and evaluation of the safety risks has recently been made and that, based on the results, concrete and effective safety measures have been taken. If it is established that the preventive measures and/or measures taken are inadequate, the (service) work shall be postponed until such time as it has been demonstrated that the situation is completely safe." (ii) If this is not accepted, please (a) explain why and (b) see what points can be accommodated.	Your text proposal is about physical security and that is not what this article is about. This article concerns the screening of personnel who are given access to the control of vital infrastructure. GVB maintains this article
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105	General terms and conditions of purchase for services and goods of CFP 2018	art. 12.4	Prices	(i) Please amend. The right of set-off pursuant to Article 6:127 of the Dutch Civil Code should remain applicable. The Contractor will gladly keep this right. (ii) Please add: "The prices of the Contractor and timely performance of the Framework Agreement and other agreements are based on all applicable laws, regulations and standards issued by or on behalf of a government agency that are in effect at the time the offer is submitted. If any change in legislation, regulations and standards issued by or on behalf of any government body takes place after this time, the Contractor is entitled to adjust the prices and delivery times." (iii) If this is not accepted, please (a) explain why and (b) see what points can be accommodated.	Article 12.4 refers to the Framework Agreement. As regards prices, Articles 37 and 48 of the Framework Agreement apply here.
106	General terms and conditions of purchase for services and goods of CFP 2018	art. 13.1	Amendments	(i) Please add "at least as soon as reasonably possible" after "ten (10) working days" in the third sentence. (ii) Please add a deadline for GVB's approval. Conversely, the Contractor is also obliged to assess changes within a certain period of time. (iii) If this is not accepted, please (a) explain why and (b) see what can be accommodated.	In response to a request for amendment, the Contractor will submit an amended proposal. We propose to give this proposal the same status as a tender as referred to in articles 26 and 27 of the Framework Agreement. We will add to article 26 that a tender must be valid for 90 days. Thereafter, the Contractor has the right to cancel a tender.
107	General terms and conditions of purchase for services and goods of CFP 2018	art. 13.2	Amendments	(i) Please delete the last sentence. This cannot always reasonably be expected of the Contractor. (ii) If this is not accepted, please (a) explain why and (b) see what points can be accommodated.	Article 13.2 will be changed into: Additional work is only eligible for compensation after prior Written consent of GVB. In order to obtain an order, the Contractor shall submit a Written offer with regard to the scope of the expected additional work and the time and costs involved. With regard to the additional work to be carried out by the Contractor, the provisions of the Agreement, including the rates and any discounts, apply insofar as they are not changed by the further Written assignment. The offer made by the Contractor shall never be worse than the agreed conditions in the Framework Agreement.

108	General terms and conditions of purchase for services and goods of CFP 2018	art. 13.3	Changes	(i) Please delete or amend the last sentence. This cannot always be reasonably expected of the Contractor. (ii) Please add "at least as soon as reasonably possible" after "after 14 days" in the last sentence. (iii) If this is not accepted, please (a) explain why and (b) see what can be accommodated.	CFP proposes to apply the time limits set out in Article 26.
109	General terms and conditions of purchase for services and goods of CFP 2018	art. 13.5	Changes	(i) Please delete the article (in any case "without prejudice to any compensation"). (ii) If this is not accepted, please (a) explain why and (b) see what can be done to accommodate.	This article has lapsed.
110	General terms and conditions of purchase for services and goods of CFP 2018	art. 15.1	Payment	(i) Please replace "after the day of receipt of the relevant invoice" with "after the invoice date". This date is always fixed. (ii) If this is not accepted, please (a) explain why and (b) see what can be accommodated.	Articles 38 and 50 of the Framework Agreement apply. Article 15.1 of the General Purchase Conditions is therefore not applicable
111	General terms and conditions of purchase for services and goods of CFP 2018	art. 15.2	Payment	(i) Please add the word "reasonably" before "believes". (ii) Please add the word "seriously and culpably" before "is deficient". Otherwise, suspension would be unreasonable. (iii) If not accepted, please (a) explain why and (b) see what can be accommodated.	Articles 38 and 50 of the Framework Agreement apply. Article 15.2 of the General Purchase Conditions is therefore not applicable
112	General terms and conditions of purchase for services and goods of CFP 2018	art. 15.3	Payment	(i) Right of set-off can only occur with claims within the same contract. Please amend. (ii) If this is not accepted, please (a) explain why and (b) see what can be done to accommodate.	Article 10 of the Framework Agreement applies. Article 15.3 of the General Purchase Conditions is therefore not applicable
113	General terms and conditions of purchase for services and goods of CFP 2018	art. 15.6	Payment	Please explain any suspected substantive inaccuracies with examples.	Article 10 of the Framework Agreement applies. This article 15.6 of the General Purchase Conditions is therefore not applicable

114	General terms and conditions of purchase for services and goods of CFP 2018	art. 18.1	Liability and force majeure	(i) Please delete the second sentence. The basic principle should be that the Contractor is only in default after a written notice of default containing a reasonable period during which performance is not forthcoming. Dates are not automatically fatal. (ii) If this is not accepted, please (a) explain why and (b) see what can be done to meet the requirements.	Article 14 of the Framework Agreement applies. Article 18.1 of the General Conditions of Purchase is therefore not applicable
115	General terms and conditions of purchase for services and goods of CFP 2018	Art. 18.2-18.3	Liability and force majeure	(i) In principle, the Contractor only accepts liability for direct damage. Please replace the word "all" with "direct". (ii) Please add: "if and insofar as the damage is attributable to the Contractor". (iii) If this is not accepted, please (a) give an explanation and (b) see where it can be met.	Article 14 of the Framework Agreement applies. Articles 18.2 and 18.3 of the General Purchasing Terms and Conditions are therefore not applicable
116	General terms and conditions of purchase for services and goods of CFP 2018	art. 18.4	Liability and force majeure	(i) Please add: "(...) if and insofar as this is attributable to the Contractor". (ii) If this is not accepted, please (a) give an explanation and (b) see what points can be met.	Article 14 of the Framework Agreement applies. This article 18.4 of the General Purchase Conditions is therefore not applicable
117	General terms and conditions of purchase for services and goods of CFP 2018	art. 18.5	Liability and force majeure	(i) Please delete this article. (ii) If it is not accepted, please (a) give an explanation and (b) see what points can be accommodated.	Article 14 of the Framework Agreement applies. This article 18.5 of the General Purchase Conditions is therefore not applicable
118	General terms and conditions of purchase for services and goods of CFP 2018	art. 18.6	Liability and force majeure	(i) Please replace €1,000,000 with average annual contract value. (ii) Please replace €2,500,000 with annual contract value. (iii) If this is not accepted, please (a) give an explanation and (b) see which points can be accommodated.	Article 14 of the Framework Agreement applies. This article 18.6 of the General Purchase Conditions is therefore not applicable

119	General terms and conditions of purchase for services and goods of CFP 2018	art. 18.8	Liability and force majeure	(i) For the sake of clarity, please add to the first sentence: "(...), interruption of operations and/or operating losses, costs relating to the replacement of energy supplies, increase in costs or loss of anticipated savings, loss of production, loss or corruption of data, reputational damage, loss of goodwill, or any other special, direct, indirect or consequential damages of any kind." (ii) If this is not accepted, please (a) provide an explanation and (b) see what points can be accommodated.	Article 14 of the Framework Agreement applies. Article 18.8 of the General Conditions of Purchase is therefore not applicable
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120	General terms and conditions of purchase for services and goods of CFP 2018	art. 18.10	Liability and force majeure	(i) Please replace with: "Contractor indemnifies GVB for claims of third parties concerning infringements of intellectual property rights of third parties caused by negligence or intent of the Contractor. In case of such (potential) claims, GVB will immediately inform the Contractor and give the Contractor full control over the defence of the claim. GVB shall on reasonable request of the Contractor provide reasonable assistance in the defence of the claim and shall not make any statement and/or take any action or omit to take any action that might harm the defence of the claim. The Contractor bears all costs for the defence of claims as set out in this article and shall, if the claim is well-founded, at no extra cost to CFP: (i) obtain sufficient rights, or (ii) replace the good, or (iii) adapt the good. The provisions of this article are the full liability of the Contractor under the indemnification and are at all times subject to the maximum liability as agreed in this Agreement. The indemnification does not apply if and insofar as (i) the claim is caused by unauthorised and/or unsound use by CFP, (ii) changes have been made to the good by CFP 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 instructions of CFP. The right to make a claim by GVB, as set out in this article, expires by the mere lapse of 12 months after the claim has arisen. (ii) If this is not accepted, please (a) explain why and (b) see what points can be accommodated.	Article 14 of the Framework Agreement applies. Article 18.10 of the General Purchase Conditions is therefore not applicable
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121	General terms and conditions of purchase for services and goods of CFP 2018	Art. 18.12	Liability and force majeure	(i) Please remove: strikes at the Contractor's company, illness of staff, lack of raw materials. (ii) Please add: "Under this Agreement, force majeure shall in any case include, but not be limited to, national, regional or other general strikes (not limited to strikes of the personnel of either Party), import or export restrictions and trade embargoes, disasters, extreme weather phenomena such as, but not limited to, severe storms and floods, fire, acts of terrorism, armed conflict, war, riots, industrial accidents at subcontractors, epidemics and pandemics. Parties agree that the Contractor is entitled to an extension of time, price adjustment and other reasonably required adjustments to the Agreement, if it can be shown that delays and adjustments result from the effects of the force majeure situation. Agreed periods and deadlines will be extended by the period of the force majeure situation. A Party may terminate the Agreement on the basis of force majeure in accordance with Article 12.1 of the Framework Agreement, without any further liability, compensation or remuneration for any damage or cost. The Party wishing to invoke force majeure shall notify the other Party in writing without delay when a delay becomes plausible or unavoidable." (iii) If this is not accepted, please (a) explain why and (b) see what points can be accommodated.	Article 13 of the Framework Agreement applies. Article 18.12 of the General Purchasing Terms and Conditions is therefore not applicable
122	General terms and conditions of purchase for services and goods of CFP 2018	Art. 19.1-19.3	Fine	(i) Please delete these articles. The other sanctions are sufficient. (ii) If this is not accepted, please (a) give an explanation and (b) see what points can be accommodated.	Agreed. Appropriate penalties are already provided for in the Framework Agreement. This Article shall not apply.

123	General terms and conditions of purchase for services and goods of CFP 2018	Art. 20.2-20.3, 20.5-20.7	Intellectual property rights	(i) Please remove articles. Contractor values its intellectual property rights and does not automatically transfer them. Contractor would possibly be prepared to discuss the ownership of new intellectual property rights with CFP during the Framework Agreement according to the input of the parties. (ii) If this is not accepted, please (a) provide an explanation and (b) see what points can be accommodated.	GVB is letting this article lapse. In this contract, GVB foresees in particular issues regarding intellectual property with regard to software. GVB draws your attention to the GIBIT conditions (see Schedule of Requirements, part 2 Process Requirements) that are applicable to this part. These are based on an appropriate right of use for standard software, but also on the fact that intellectual property rights for any custom software to be developed are vested in GVB.
124	General terms and conditions of purchase for services and goods of CFP 2018	art. 20.4	Intellectual property rights	(i) Please replace "non-exclusive and non-cancellable right of use of indefinite duration" with "a simple licence for use stripped of any exclusivity". This is what the Contractor can give. (ii) If this is not accepted, please (a) explain why and (b) see what can be accommodated.	See also answer to question 123. This article has been deleted.
125	General terms and conditions of purchase for services and goods of CFP 2018	art. 20.8	Intellectual property rights	(i) Please delete "free of charge". (ii) Please replace "non-exclusive and non-cancellable right of use for an indefinite period" with "a simple licence for use stripped of any exclusivity". This is what the Contractor can give. (iii) If this is not accepted, please (a) explain why and (b) see what can be accommodated.	See also answer to question 123. This article has been deleted.

126	General terms and conditions of purchase for services and goods of CFP 2018	art. 20.9	Intellectual property rights	(i) Please replace with: "Contractor indemnifies GVB for claims of third parties concerning infringements of intellectual property rights of third parties caused by negligence or intent of the Contractor. In case of such (potential) claims, GVB will immediately inform the Contractor and give the Contractor full control over the defence of the claim. GVB shall on reasonable request of the Contractor provide reasonable assistance in the defence of the claim and shall not make any statement and/or take any action or omit to take any action that might harm the defence of the claim. The Contractor bears all costs for the defence of claims as set out in this article and shall, if the claim is well-founded, at no extra cost to CFP: (i) obtain sufficient rights, or (ii) replace the good, or (iii) adapt the good. The provisions of this article are the full liability of the Contractor under the indemnification and are at all times subject to the maximum liability as agreed in this Agreement. The indemnification does not apply if and insofar as (i) the claim is caused by unauthorised and/or unsound use by CFP, (ii) changes have been made to the good by CFP 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 instructions of CFP. The right to make a claim by GVB, as set out in this article, expires by the mere lapse of 12 months after the claim has arisen." (ii) If this is not accepted, please (a) explain why and (b) see what points can be accommodated.	See also answer to question 123. This article has been deleted.
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127	General terms and conditions of purchase for services and goods of CFP 2018	art. 20.10	Intellectual property rights	(i) This would only be reasonable if the claim is justified and relates to goods supplied. Please amend. (ii) If this is not accepted, please (a) explain why and (b) see what can be accommodated.	See also answer to question 123. This article has been deleted.
128	General terms and conditions of purchase for services and goods of CFP 2018	art. 21.1	Transfer of rights and obligations	(i) Please add that the Contractor is immediately informed in writing of such a transfer by CFP. (oi) Please add: "This provision does not apply to transfers to entities within the group company of the Contractor." (iii) If this is not accepted, please (a) explain why and (b) see what points can be accommodated.	Article 16 of the Framework Agreement applies. Article 21.1 of the General Purchase Conditions is therefore not applicable. Article 16 of the Framework Agreement has been amended in this respect.
129	General terms and conditions of purchase for services and goods of CFP 2018	art. 22.2	Insurance	(i) The Contractor does not provide access to its policies. GVB may assume that the Contractor has taken out adequate insurance. If desired, the Contractor can submit an insurance certificate proving this. Please delete or amend article. (ii) If this is not accepted, please (a) explain why and (b) look at which points can be met.	Article 15 of the Framework Agreement applies. Article 22.2 of the General Purchase Conditions is therefore not applicable.
130	General terms and conditions of purchase for services and goods of CFP 2018	art. 23.2	Integrity	(i) Please delete. This is the responsibility of CFP. (ii) If not accepted, please (a) explain why and (b) see what can be accommodated.	Article 20 of the Framework Agreement applies. Article 23.2 of the General Purchase Conditions is therefore not applicable.
131	General terms and conditions of purchase for services and goods of CFP 2018	art. 29.5	Assessment and acceptance	(i) Please delete. (ii) If not accepted, please (a) explain why and (b) see what can be done to accommodate.	Clauses 33 and 36 of the Framework Agreement apply. Article 29.5 of the General Purchase Conditions is therefore not applicable.
132	General terms and conditions of purchase for services and goods of CFP 2018	art. 29.6	Assessment and acceptance	(i) The Contractor must first be given written notice of default and a reasonable period of time to remedy the breach. Please amend article. (ii) Please add the word "reasonably" before "necessary" in the last sentence. (iii) If this is not accepted, please (a) explain why and (b) see what concessions can be made.	Clauses 33 and 36 of the Framework Agreement apply. Article 29.6 of the General Purchase Conditions is therefore not applicable.

133	General terms and conditions of purchase for services and goods of CFP 2018	art. 30.3-30.4	Terms of employment	What is the rationale behind this article? When will it be used by CFP?	The tender instructions include the requirement that: <i>'By submitting a Tender, the Tenderer declares that in preparing its Tender it has taken account of environmental, social and labour law obligations under European Union law, national law and collective labour agreements and the law under the international provisions listed in Annex XIV of Directive 2014/25/EU.'</i> In case of doubt about compliance with this provision, CFP wants to have the possibility to have it verified.
134	General terms and conditions of purchase for services and goods of CFP 2018	art. 30.5	Terms of employment	(i) Please remove. The Contractor is free to set up the agreements with third parties. (ii) If this is not accepted, please (a) explain why and (b) see what can be done to accommodate.	I do not agree. See the answer to question 133 for the justification.
135	General terms and conditions of purchase for services and goods of CFP 2018	Art. 31.2	Delivery	(i) Please amend as follows: "(ii) If this is not accepted, please (a) explain why and (b) see what can be accommodated.	Article 28 of the Framework Agreement and the requirements included in the Schedule of Requirements apply. Article 31.2 of the General Purchasing Conditions is therefore not applicable.
136	General terms and conditions of purchase for services and goods of CFP 2018	art. 31.3	Delivery	(i) When are charges disproportionate? (ii) Please delete the last sentence. The basic principle should be that the Contractor is only in default after a written notice of default which includes a reasonable period during which performance is not forthcoming. (iii) If this is not accepted, please (a) explain why and (b) see what concessions can be made.	Article 28 of the Framework Agreement and the requirements included in the Schedule of Requirements apply. Article 31.3 of the General Purchasing Conditions is therefore not applicable.
137	General terms and conditions of purchase for services and goods of CFP 2018	art. 31.4	Delivery	(i) Please delete. (ii) If not accepted, please (a) explain why and (b) see what can be done to accommodate.	Article 28 of the Framework Agreement and the requirements included in the Schedule of Requirements apply. Article 31.4 of the General Purchasing Conditions is therefore not applicable.
138	General terms and conditions of purchase for services and goods of CFP 2018	Art. 31.7	Delivery	(i) Please delete. (ii) If not accepted, please (a) explain why and (b) see what can be done to accommodate.	Article 28 of the Framework Agreement and the requirements included in the Schedule of Requirements apply. Article 31.7 of the General Purchasing Conditions is therefore not applicable.
139	General terms and conditions of purchase for services and goods of CFP 2018	art. 31.10-31.11	Delivery	(i) Please delete. (ii) If not accepted, please (a) explain why and (b) see what can be done to accommodate.	Article 36 of the Framework Agreement applies. Articles 31.10 and 31.11 of the General Purchase Conditions are therefore not applicable

140	General terms and conditions of purchase for services and goods of CFP 2018	Art. 32.1	Inspection	(i) Please add that: (a) that inspections will be announced in writing (including by e-mail) well in advance by CFP, (b) that inspections will only concern HSSEQ matters, (c) that parties will bear their own costs, and (d) that if a third party performs the inspection, this is not a competitor of the Contractor. (ii) If this is not accepted, please (a) explain why and (b) see what concessions can be made.	Article 33 of the Framework Agreement is applicable. Article 32.1 of the General Purchase Conditions is not applicable
141	General terms and conditions of purchase for services and goods of CFP 2018	art. 32.4	Inspection	(i) Please delete. (ii) If not accepted, please (a) explain why and (b) see what can be done to accommodate.	Article 33 of the Framework Agreement is applicable. Article 32.4 of the General Procurement Terms and Conditions is not applicable
142	General terms and conditions of purchase for services and goods of CFP 2018	art. 34.3	Documentation	(i) Please add the following: "if and insofar as this is caused by negligence or intent on the part of the Contractor. In case of such (potential) claims, CFP will immediately inform the Contractor and give the Contractor full control over the defence of the claim. Furthermore, at the request of the Contractor, GVB will provide reasonable assistance in the defence of the claim and will not be negligent, make statements or take actions that could harm the defence of the claim." (ii) If this is not accepted, please (a) explain why and (b) see what points can be accommodated.	GVB sticks to the current text.
143	General terms and conditions of purchase for services and goods of CFP 2018	art. 35.2	Dissolution and termination	(i) Please replace "15 Business Days" with "three (3) months". (ii) If this is not accepted, please (a) explain why and (b) see what can be accommodated.	Article 12 of the Framework Agreement applies. This article 35.2 of the General Purchase Conditions is therefore not applicable
144	General terms and conditions of purchase for services and goods of CFP 2018	art. 35.3	Dissolution and termination	(i) Please allow article to apply reciprocally. In these cases, the Contractor should also have the right of termination. (ii) If this is not accepted, please (a) explain why and (b) see what concessions can be made.	Article 12 of the Framework Agreement applies. This article 35.2 of the General Purchase Conditions is therefore not applicable

145	General terms and conditions of purchase for services and goods of CFP 2018	art. 35.4	Dissolution and termination	(i) Please add that dissolution of the Agreement will not affect the Contractor's right to compensation for costs, damages and interest. (ii) If this is not accepted, please (a) explain why and (b) see what concessions can be made.	Article 12 of the Framework Agreement applies. This article 35.4 of the General Purchase Conditions is therefore not applicable
146	General terms and conditions of purchase for services and goods of CFP 2018	art. 35.5	Dissolution and termination	(i) Please replace "30 days" with "six (6) months". (ii) If this is not accepted, please (a) explain why and (b) see what can be accommodated.	Article 12 of the Framework Agreement applies. Article 35.5 of the General Purchase Conditions is therefore not applicable
147	Installation drawing of installations Rectifier station.pdf		GVI	Supplier delivers quick-switch panels in a panel width of 600mm. Confirm acceptance.	Agreement
148	Installation drawing of installations Rectifier station.pdf		GVI and rectifier	Supplier supplies GVI and rectifier panels with a depth of 1500 mm. Confirm acceptance.	Agreement
149	Installation drawing of installations Rectifier station.pdf		GVI and rectifier	Supplier provides GVI and rectifier panels with a height of 2300 mm. Confirm acceptance.	Agreement
150	Installation drawing of installations Rectifier station.pdf		Incoming Plus Field & Minus Field	Supplier can provide a combined (compact) Provide incoming plus field & minus field, with the following dimensions 750mm x 1500mm x 2300mm (WxDxH). Confirm acceptance.	Agreement
151	Installation drawing of installations Rectifier station.pdf		Reservation separator for recovery unit	Supplier delivers disconnecter already in the Recovery Unit. In order to protect the input circuit of the recovery unit, the supplier strongly recommends the use of a 600 mm wide fast circuit breaker panel instead of a 500 mm wide recovery unit. Confirm acceptance.	Agreement

152	Installation drawing of switch station installations.pdf		GVI	Supplier supplies GVI panels with a depth of 1500 mm. Confirm acceptance.	Agreement
153	Installation drawing of switch station installations.pdf		Return field	Supplier supplies "Return field" with panel width 600mm. Confirm the acceptance.	Agreement
154	Appendix 08 PVE Part 1C System Specification Separators_v1.2	Page 30 - Annex 1	Suppliers Job separators	Appendix 1 contains an informative reference to Ritter's RGL7 type track separators. Are there other manufacturers who can supply these types of track separators and with whom the GVB has had good experiences?	CFP has good experiences with Mersen
155	Appendix 08 PVE Part 1A System Specification Traction Rectifier Station_v8.1	Page 81 - L-MT-051-003	LVI Specifications	Do you allow glass-fibre reinforced polycarbonate instead of the prescribed galvanised steel? This has consequences for items 9 to 13.	Agreement
156	Appendix 09 Price sheet		Formulas / Sub-total costs	The following cells N44, N102, S102, T102 have not been included in the addition of the Sub-Costs (Tram & Metro). Please check if it is correct?	A new completed and improved version of Annex 09 Price Sheet has been added. Please note that the old version is no longer valid1
157	Programme of requirements, part 2	Documents / attachments	3. Applicable Documents	The following documents have not been received or are available for Download via TenderNet: Bind-VS2-TM16-4, Bind-VS2-TM30-10, Bind-VS2-TM30-11, Inf-VS2-TM03, Inf-OVG-666, Inf-OVG-684, Inf-OVG-00692, Inf-OVG-00719, Inf-OVG-00720, Inf-OVG-00665, Inf-OVG-VG CRS2	Bind-VS2-TM30-10 and Bind-VS2-TM30-11 confidential documents that will be provided after contracting. The remaining documents will be provided with Nvl 2.
158	1) Specification traction rectifier (part 1A) 2) Traction switching station (part 1B) 3) Scheme of scoping demarcation GRS v1.0.0	UPS by Supplier or Installer	Part 1A, Section 4.7 Part 1B, Section 4.6	Concerning the UPS, there are contradictions in the following documents; Traction Rectifier (part 1A), Traction Switchgear (part 1B) and Schedule Schedule demarcation GRS v1.0.0.0. Namely, it is not clear which party is responsible for the UPS System to be supplied?	Framework contract component supplier is responsible for design and delivery

159	Appendix 08 PVE Part 1A System Specification Traction Rectifier Station_v8.1.pdf	L-MT-010-005 System rectifier station	HVI switchgear version	IEC 62271-200 is requested, is it true that IEC 62271-201 is not permitted?	Both are allowed.
160	Appendix 08 PVE Part 1A System Specification Traction Rectifier Station_v8.1.pdf	L-MT-010-008 System rectifier station	HVI Specifications	Degree of protection (HS): IP65 Do you mean that the installation must be completely hermetically sealed, i.e. without seals?	IP65 is dustproof and can withstand water jets. This does not mean that the installation must be completely hermetically sealed.
161	Appendix 08 PVE Part 1A System Specification Traction Rectifier Station_v8.1.pdf	L-MT-010-008 System rectifier station	HVI Specifications	Degree of protection (HS): IP65: Is it true that a filler nipple is not permitted because it never meets the IP65 standard?	If the filling nipple cannot be IP65, this is not permitted.
162	Appendix 08 PVE Part 1A System Specification Traction Rectifier Station_v8.1.pdf	L-MT-010-009 System rectifier station	HVI Implementation	Your specification states: Switching on and off of the circuit breakers and 2-position switches by manual operation in the field must be possible at all times. Question: Is it allowed to offer a circuit breaker with a three-position switch?	Agreement
163	Appendix 08 PVE Part 1A System Specification Traction Rectifier Station_v8.1.pdf	L-MT-010-016 Rectifier station system	HVI 2-stage separator	Your specification states: The incoming and outgoing fields of the HVI must be equipped with a 2-position separator (operating position/grounding position). Question: A better method of earthing is by means of a separate 3-position switch so that earthing is not performed by the circuit breaker. Do you agree with this safer solution?	Agreement
164	Appendix 08 PVE Part 1A System Specification Traction Rectifier Station_v8.1.pdf	L-MT-010-016 Rectifier station system	HVI 2-stage separator	Your specification states: The incoming and outgoing fields of the HVI must be equipped with a 2-position switch (operating position/earth status). Question: Our system uses a safer 3-position switch so that earthing is not required through the circuit breaker but through the separate 3-position switch. IN OUT EARTH. Do you agree with this safer solution?	Agreement
165	Appendix 08 PVE Part 1A System Specification Traction Rectifier Station_v8.1.pdf	L-MT-010-017 Rectifier station system	HVI operation 2-stage separator in earthing mode	Your specification states: 2-position switch. Question: may we offer a 3-position switch here?	Agreement

166	Appendix 08 PVE Part 1A System Specification Traction Rectifier Station_v8.1.pdf	L-MT-010-018 Rectifier station system	HVI blocking 2-position separator in earthing position	Your specification states: 2-position switch. Question: may we offer a 3-position switch here?	Agreement
167	Appendix 08 PVE Part 1A System Specification Traction Rectifier Station_v8.1.pdf	I-MT-072-001 System rectifier station	Internal wiring	Does this specification also apply to HVI system?	Yes
168	Appendix 08 PVE Part 1A System Specification Traction Rectifier Station_v8.1.pdf	L-MT-010-006 System rectifier station	HVI GS version with purchase distributor	Your specification states: The HVI installation must consist of: One entry field, optional two ring fields, One exit field, One measurement field, optional exit field: Question: Should the installation only consist of individual fields with their own high voltage rail compartment, because the order of installation may vary?	This is not a requirement, as long as all requested configurations can be delivered.
169	Appendix 08 PVE Part 1A System Specification Traction Rectifier Station_v8.1.pdf	L-MT-010-006 System rectifier station	HVI GS version with purchase distributor	Your specification states: The HVI system should consist of: One entrance field, optional two ring fields, One exit field, One measurement field, optional agfaandveld : Question: Should the installation be expandable?	Expandability is not a requirement.
170	Appendix 08 PVE Part 1A System Specification Traction Rectifier Station_v8.1.pdf	L-MT-010-007 System rectifier station	HVI GS version without purchase distributor	Your specification states: The HVI installation must consist of: Two ring fields, One exit field, One measuring field, Optional exit field: Question: Should the installation consist of individual fields with their own high voltage rail compartment, because the order of installation may vary?	This is not a requirement, as long as all requested configurations can be delivered.
171	Appendix 08 PVE Part 1A System Specification Traction Rectifier Station_v8.1.pdf	L-MT-010-007 System rectifier station	HVI GS version without purchase distributor	The HVI system should consist of: Two ring fields, One exit field, One measurement field, optional exit field: Question: Should the system be expandable?	Expandability is not a requirement.
172	Appendix 11 Framework agreement for the supply of traction components, version 1.0 15 June 2021	General	General	The supplier can only issue a valid price for the transformers at the time of issuing the offer. Due to the current fluctuations in raw material prices, the supplier can only maintain these prices for future deliveries by means of a price index formula that includes factors for labour, aluminium,	This is not entirely clear to GVB in the form you have indicated. The Framework Agreement provides for the possibility of passing on price increases or decreases. GVB is prepared to anticipate this by linking prices to objectively verifiable price index figures such as those of the CBS. This is now elaborated in Article 37 in the Framework Agreement.

				transformer cans, steel and copper. The factors are free and publicly available on the internet at institutions such as CBS and T&D Europe. Is this acceptable for GVB Amsterdam?	GVB is open to possibly applying alternative methods of settlement based on other, possibly more appropriate CBS price indexes based on the same principles. Please submit a proposal in the next information round.
173	Appendix 08 PVE Part 1A System Specification Traction Rectifier Station_v8.1	Par 4.13.1 Low-voltage switchgear L-MT-051-003	System rectifier station - LVI Specifications	LVI, auxiliary voltage housing facilities and battery appear in the arrangement drawings are designed as separate floor standing sections. The specification of the LVI, which includes housing provisions (par14.3) and battery device, must be mounted in a Class II wall-mounted enclosure according to the specification. May use Floor Standing Sections and Class I construction for the LVI.	The auxiliary power supply and battery are based on floor-mounted cabinets. The LVI may also be used with a floor installation, if the space permits.
174	Contents	I-MT-030-010 System Traction power substation - Connection of the auto-transformer		With the required concept, you have to take into account voltage variations of up to +20 %/-30 % at the secondary connections of the auxiliary transformer. Was this taken into consideration?	First: the auxiliary transformer cannot be an autotransformer because it needs an earthed star point on the secondary side. Secondly: the voltage variations indicated are specified on the direct current track (overhead line, third track). The voltage variations on the secondary side of the traction transformer are much lower.
175	Contents	L-MT-041-002 System Traction power substation - GVI ground balls		Is a separate earth rail necessary or is standard earth via the frame (type approved) possible?	Agreed provided the solution is suitable for carrying the short-circuit current.
176	Contents	L-M-046-040 System track circuit breaker - Section Voltage Signalling		ELSCO95114 device. Is it possible to use an alternative, functionally equivalent standard solution with a different technical design?	Functionally equal solution is acceptable.
177	Contents	Appendix 08 PVE Part 1A System Specification Traction Rectifier Station_v8.1 en.pdf		Line test resistor, 30 Ohm. Can the line test resistor be rated at 15 Ohm (standard design) instead of 30 Ohm?	This is agreed if the line test resistance is thermally resistant to performing the line test several times in a short period of time.
178	Contents	L-MT-010-008 System traction power substation - HVI Specifications		Degree of protection (HS): IP 65 indicates that only gas-insulated switchgear is accepted. Please confirm.	IP65 does not mean that only gas-insulated switchgear is accepted.

179		Appendix 08 Schedule of requirements for general part of traction components 1.0 en.pdf		2.10 Test work when delivering a composition of components. The rectifier must be tested during the FAT as an assembly with a rectifier transformer. Due to the high costs, it is not common to combine FAT of rectifier with FAT of rectifier transformer. Is it possible to perform the FAT for rectifier without rectifier transformer?	It is possible to carry out the FAT for the rectifier and the traction transformer separately.
	Contents				

Amendments and supplements to tender documents by the client

At the moment, CFP is working on correcting small errors and ambiguities in the various parts of the CoE. The amended PoR documents will be provided with the ^{2nd} Memorandum of Information. The following changes to the PoR will also be processed:

- The low-voltage distribution system is not included and must be designed and supplied by the Installer.
- The internal cabling is designed by the Contractor. Delivery and installation is the responsibility of the Contractor

Appendix 14 Concept Service Level Agreement to be issued with Notice of Inquiry 2

Expired tender documents

The following tender documents have lapsed:

- Appendix 9 Price sheet
- Annex 9 Price list - EN
- Appendix 11 Framework agreement for the supply of traction components, version 1.0 15 June 2021
- Annex 11 Framework agreement for traction components supply version 1.0 15 June 2021 - EN

Amended or new Tender Documents

The following tender documents have been added:

- Annex 08 part 2. The following annexes were added:
 - Bind-VS2-TM16-4 General CBI-Metro (to follow at NvI)
 - Inf-VS2-TM03 Manual of the Local Railways Act
 - Inf-OVG-666 Framework document VG dossier
 - Inf-OVG-684 Designation of H&S coordinator
 - Inf-OVG-00692 Calamity plan
 - Inf-OVG-00719 Safety Reporting System
 - Inf-OVG-00720 Incident Response Plan
 - Inf-OVG-00665 Format V&G plan
 - Inf-OVG-VG CRS2 Agenda Item 7b Annex 1 VG CRS2 version for CCB v1

- Annex 9 Price sheet NSA 1
- Annex 9 Price sheet NSA 1 - EN
- Annex 11 Framework agreement for the supply of traction components, version 1.1 22 July 2021
- Annex 11 Framework agreement for the supply of traction components, version 1.1 22 July 2021 - EN

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