



INTERNATIONAL UNION  
OF RAILWAYS

# Questions and Answers

## Tender “Resilient Railways – WIND”

Reference: RERA\_WIND-TENDER-2024-04-22

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### Document history

Revision	Date	Description
1	21/05/2024	First publication, questions and answers from n°1 to n°14.

### Questions and answers – Tender “Resilient Railways – WIND” reference RERA\_WIND-TENDER-2024-04-22

N°	Question	Answer
Q1	Regarding Clause 11 ITD and 3.2 on subcontracting: Are we correct in assuming that disclosure of subcontractors is not required if it cannot be determined from a procurement law perspective at a specific point in time, given that the bidder must comply with procurement law?	As indicated in the tender document section “11. Subcontracting”: “Subcontracting is permitted but the Contractor will retain full liability towards the Contracting Authority for performance of the contract as a whole. Tenderers are required to identify subcontractors whose share of the contract is above 20 % and those whose capacity is necessary to fulfil the selection criteria. During contract performance, the change of any subcontractor identified in the tender or additional subcontracting will be subject to prior written approval of UIC.” and in the draft contract “3.2 Methods of performance of the Services”: “Subcontracting by the Service Provider shall be authorised only with the express written consent of UIC.”

		Therefore, if the no subcontractors above 20% of contract share are identified at time of proposal, the disclosure of subcontractors is not required at time of proposal submission.
Q2	Regarding Clause 3.3 Contract and reference to Annex B on penalty clauses: Currently, Annex B is not filled out. Can we assume that no penalty clause applies because Annex B does not detail this aspect?	The penalty clause will have to be negotiated at time of contract preparation with the successful tenderer, depending on the proposal content and price submitted at time of submission. The conditions of the penalty clause will be fair and reasonable.
Q3	In section 6, it's stated that all results become the property of UIC, including all usage rights. Considering this, should we assume that no usage rights, including those for research and development, remain with the bidder?	Indeed, this is correct, no usage rights, including those for research and development, remain with the bidder.
Q4	Is there a particular reason for the adoption of the bow tie method or would other risk-based approaches be acceptable?	We suggested bow tie because it makes a clear distinction between preventive and mitigation measures. If the candidate would opt for something else, they can explain why.
Q5	Please define "Combined Transport" in the context of this project, i.e. is it specific to the road trailer mounted onto the rail wagon, or does it relate to rail freight and passenger services running on the same network, or rail and road services using the same bridge?	Combined Transport means road trailer mounted onto the rail wagon
Q6	What form should the comprehensive risk analysis take – will it be for a specific vehicle on a specific route or is it something more general? SAFIRST was in reaction to the Great Belt Bridge incident, should be focus initially be this will application to the wider network?	It should be more general. RERA-WIND is stemming from the GBB accident, and we shall first of all cope with that, but now the JNS procedure has a wider network approach. We shall deliver something network-wide, but that can be applied to the GBB
Q7	Are details of the kingpin arrangement available?	There is an EN and ISO standard for that
Q8	Is the cost benefit analysis for a particular case or something more general?	The CBA shall be more general, but applicable also to the GBB
Q9	Is the methodology for calculating RCWCs prescribed, or is this left to the consultant?	Left to the consultant

Q10	What other train types might be considered? There is very limited information for freight vehicles based on our experience, as such numerous wind tunnel studies would be required to broaden this.	The wider the better, but since budget is not unlimited, this will be negotiated together with our procurement department.
Q11	Are the SAFIRST documents available to the consultant?	Yes, they will be available
Q12	Do annex A-D present the general form of proposal required or is there a different set proposal template to be followed?	Those annexes are the standard ones used by UIC
Q13	Can you please let us know the approximate budget available? From our understanding of the works the project is set to last 3-years and will require some aerodynamic testing to produce suitable RCWCs. An understanding of approximate budget will allow us to appropriately scope the project.	Our procurement procedures do not allow us to share this information at this stage. This will be part of the negotiation.
Q14	We would like to ask you for additional time - 10 days, if possible	Yes, it is possible. The new deadline is therefore fixed for Monday 3/6/2024 at 16.00 CET