

**TABLE OF CONTENTS**

<b>Article 1</b>	<b>Scope</b>
<b>Article 2</b>	<b>Applicable Legislation</b>
<b>Article 3</b>	<b>Definitions</b>
<b>Article 4</b>	<b>Contract Documents Order of Precedence</b>
<b>Article 5</b>	<b>Language of the Contract</b>
<b>Article 6</b>	<b>Conditions for the Execution of the Supply</b>
<b>Article 7</b>	<b>Specifications – Codes - Standards</b>
<b>Article 8</b>	<b>Deadlines</b>
<b>Article 9</b>	<b>Time Schedule of the Supply</b>
<b>Article 10</b>	<b>Financial Terms</b>
<b>Article 11</b>	<b>Designs</b>
<b>Article 12</b>	<b>Power Supply / Consumption</b>
<b>Article 13</b>	<b>Works Construction Diary</b>
<b>Article 14</b>	<b>Progress reports</b>
<b>Article 15</b>	<b>Acceptances</b>
<b>Article 16</b>	<b>Good Performance Warranty Period</b>
<b>Article 17</b>	<b>Spare Parts</b>
<b>Article 18</b>	<b>Software and Source Code</b>
<b>Article 19</b>	<b>Training</b>
<b>Article 20</b>	<b>Quality Assurance and Quality Control</b>
<b>Article 21</b>	<b>Material Unsuitability - Defects</b>
<b>Article 22</b>	<b>Contract Administration - Supervision of works by AM</b>
<b>Article 23</b>	<b>Contractor's Personnel - "Contract" Manager</b>
<b>Article 24</b>	<b>Sub-Contractors / Suppliers</b>



<b>Article 25</b>	<b>Operation &amp; Maintenance Manuals</b>
<b>Article 26</b>	<b>Tests - Commissioning</b>
<b>Article 27</b>	<b>Contractor's Liabilities</b>
<b>Article 28</b>	<b>Insurance</b>
<b>Article 29</b>	<b>Health &amp; Safety</b>
<b>Article 30</b>	<b>Adherence to Laws, Police Regulations - Issuance of Permits</b>
<b>Article 31</b>	<b>Import - Transportation</b>
<b>Article 32</b>	<b>Taxes, Duties, Contributions, Retention</b>
<b>Article 33</b>	<b>Termination of the Contract – Contractor's Forfeiture</b>
<b>Article 34</b>	<b>Ownership of the Supply – Copyrights – Ownership of Industrial Property</b>
<b>Article 35</b>	<b>Compensation for Patent and Copyright</b>
<b>Article 36</b>	<b>Utilization of Computer Technology by the Contractor</b>
<b>Article 37</b>	<b>Publicity and Advertisement - Confidentiality</b>
<b>Article 38</b>	<b>Prohibition for Substitution</b>
<b>Article 39</b>	<b>Particular Obligations of the Contractor for overtime, night work and work during days off and holidays</b>
<b>Article 40</b>	<b>Increase in the Contract Scope</b>
<b>Article 41</b>	<b>System's Compatibility</b>
<b>Article 42</b>	<b>Force Majeure</b>
<b>Article 43</b>	<b>Direct Losses suffered by the Contractor - Delay caused by the Owner of the Supply</b>
<b>Article 44</b>	<b>Settlement of Disputes</b>
<b>Article 45</b>	<b>Coordination – Cooperation of Contractors and STASY</b>

**Attachments:**

- 1. SAMPLE A: Good Performance Letter of Guarantee in the Greek Language**
- 2. SAMPLE B: Good Performance Letter of Guarantee in the English Language**
- 3. SAMPLE Γ: Advance Payment Letter of Guarantee in the Greek Language**
- 4. SAMPLE D: Advance Payment Letter of Guarantee in the English Language**

## ARTICLE 1 SCOPE

The scope of the Contract, as described in detail in the document entitled 'Performance Specifications' and in the remaining Contract documents, is the Supply of Rolling Stock for the needs of the extension of the modern tramway network in the greater area of Athens, including the supply of the main spare parts for the vehicles and the equipment for pulling the vehicles..

- 1.1 The scope of the Supply includes:
- 1.1.1 The supply (design, manufacturing/installation of equipment, factory tests, delivery at the Depot, performance tests and commissioning) of **twenty-five (25) tramway vehicles**. All vehicles to be supplied shall be of the same type and shall not present any deviations or differences as regards their technical and other characteristics. The vehicles shall be fully compatible with the system's infrastructure, its extensions, the Depot, the control and operation systems of the Operation Company.
- 1.1.2 The supply of equipment for transferring the vehicles in case of damage and during maintenance. More specifically, the subject supply includes the following:
- two (2) sets of sliding wheels
  - one (1) set of service bogies
  - two couplers (1 set) for the Unimog for pulling and pushing vehicles
  - electrical vehicle with battery, auxiliary tractor
  - one (1) set of specific lifting tackle for the phases of loading/unloading/transport of the tramway vehicles.
- 1.1.3 The supply of the necessary special tools required for the vehicles' maintenance and the overhaul, as well as for diagnostic system equipment (hardware and/or software) for tests, detection and repair of damage, as well as for ascertaining the functionality of the vehicles and the special parts of the equipment.
- 1.1.4 The supply of the type and the quantity of the spare parts, as specified in the Performance Specifications. The Contractor shall deliver all spare parts at a warehouse of the Operation Company Depot.
- 1.1.5 Supply of all consumable materials and parts, which are necessary for the preventive maintenance of the vehicles, during the warranty period.
- 1.1.6 Preparation of the Complete Vehicle Design, along with the calculations, drawings, as well as the final "As Built" drawings.
- 1.1.7 Supply of all manuals, technical documents and illustrated parts catalogues necessary for the training of technical staff and drivers, operation, maintenance, overhaul, troubleshooting and rectification of

damage, repair of vehicles, as well as the Vehicle History Book of each vehicle.

- 1.1.8 Provision of services for the execution of performance and commissioning tests in the Operation Company network and in the depot; during the aforementioned tests, the Contractor shall prove the equipment capacity to meet the specifications, as well as the compatibility of the equipment to be supplied with the existing vehicles and facilities.
- 1.1.9 Supply of the warranty service, i.e. the required and qualified personnel, sufficient tools, test equipment, spare parts, etc., which will be necessary to repair or replace all faulty hardware and software and to ensure that all vehicles are fully available for revenue service during the warranty period.
- 1.1.10 Supply of training to all pertinent staff of the Operation Company to ensure full familiarity with the design, operation, maintenance, overhaul, troubleshoot and rectification of damage and repair of the vehicles.

## ARTICLE 2 APPLICABLE LEGISLATION

This Contract, as defined in paragraph 3.5 of these CC, upon appointment of the Contractor until its completion, shall be governed by the provisions of the Greek Legislation and, more specifically, of the Civil Code. The Courts of Athens are the only competent bodies.

## ARTICLE 3 DEFINITIONS

- 3.1 **Supply or Contractual Scope** means the design, manufacturing, supply, testing and commissioning of Rolling Stock (Series II) for the Athens Tramway, as mentioned in detail in article 1 of these CC and in more detail, in the Contract document entitled "Performance Specifications".
- 3.2 **Agency – Owner of the Supply** is "ΑΤΤΙΚΟ ΜΕΤΡΟ Α.Ε.", which at the present Contract for brevity reasons can be referenced abbreviated as **AM**.
- 3.3 **Operation Agency of the Tramway** is the Company Urban Railway Transport S.A., herein stated as **STA.SY. S.A.** or in brief as **STASY**.
- 3.4 **Contractor** means the company or Joint Venture of the companies with which AM signed the Contract for the execution of the present Supply.
- 3.5 **Contract** is the written agreement between AM and the Contractor, for the implementation of the Contractual Scope, includes the Supply

Agreement, as well as all documents and data mentioned in article 4 of the present C.C.

- 3.6 Overall Deadline or Contractual Deadline** is the deadline for the completion of the entire contract works.
- 3.7 Partial Deadlines** are the intermediate deadlines within which specific activities of the Contractor pertaining to the execution of the Contract must be completed.
- 3.8 Time Schedule** is the Time Schedule for the execution of the Supply, which has been prepared by the Contractor and Approved by AM.
- 3.9 Contract Price** is the Overall Lump Sum Price (LSP) of the Contractor's Financial Offer for the overall Contract Scope and is included in the Supply Agreement.
- 3.10 Contract Unit Prices** are the unit prices, which derive from the Contractor's Financial Offer and will be used for the calculation of any eventual alteration to the Contract Price.
- 3.11 Design** means all Individual categories of Designs, to be prepared by the Contractor, required for the manufacturing of the railway vehicles, each one including the necessary drawings, documents, calculations and other data.
- 3.12 Managing Department or Department** means AM's Projects Department, to be appointed by AM's BoD, responsible for monitoring, controlling and administrating the works of the Contract.
- 3.13 Board of Directors (BoD) of AM** means the body that administers and represents the Company on the basis of articles 6 and 10 of the Statutes; in particular, it makes resolutions about any change in the Contract terms or other conditions thereof.
- 3.14** Wherever in the present Contract the following terms are mentioned "**at the Contractor's expenses**", "**borne by the Contractor**", "**at the expense of the Contractor**", "**without any particular compensation**", "**without any particular fee**" it means that the relevant expenses have been included in a converted form into the Lump Sum Price (LSP) and the Contractor is not entitled to any additional compensation.

#### ARTICLE 4 CONTRACT DOCUMENTS ORDER OF PRECEDENCE

The following contractual documents complement each other. In case of conflict among them, their order of precedence is as follows:

- a. Supply Agreement
- b. Financial Offer of the Contractor
- c. Invitation to Tender and Clarifications Document
- d. Conditions of Contract (the present document)

- e. Performance Specifications (with its Annexes and its accompanying drawings)
- f. Time Schedule
- g. Technical Offer of the Contractor

## ARTICLE 5 LANGUAGE OF THE CONTRACT

- 5.1 The official language of the present Contract is **Greek**. All documents, correspondence etc. to be exchanged between the contracting parties, i.e. between AM and the Contractor, must be compiled in Greek.
- 5.2 Design data of any kind and data pertaining to drawings, etc. as well as the correspondence shall be submitted to AM in Greek. The documents, which have not been compiled in Greek shall be submitted along with their translation into the Greek language. In any case, Greek shall be the binding language. Exceptionally, any information technical leaflets for materials or equipment can be submitted in English and shall be translated by the Contractor in Greek, if so requested by AM.

## ARTICLE 6 CONDITIONS FOR THE EXECUTION OF THE SUPPLY

- 6.1 By signing the Contract, the Contractor accepts fully and unconditionally the information contained in the Contractual Documents and undertakes the obligation to adhere to all his responsibilities ensuing from the Contract.
- 6.2 Should, prior to the signing of the Contract, the Contractor fail to be informed of any data regarding the execution of the works pertaining to the supply of vehicles, he shall not be released from his responsibility for the successful completion of the Supply within the framework of the offered overall lump sum price and the contractual time schedule for the completion of the Supply.
- 6.3 Further to his on-site visit at the Depot, the Control Centre and at the Tramway System in general, the Contractor has taken into consideration the operation conditions of the existing Athens Tramway System, as well as of the subject System under construction, in order to conduct safely and successfully the tests and the commissioning of the new vehicles in the Athens Tramway System without interrupting the tramway operation.
- 6.4 In order to execute the works pertaining to the testing and commissioning of the vehicles, the Contractor has taken into consideration the operating and engineering hours of the ATHENS TRAMWAY.

## ARTICLE 7 SPECIFICATION – CODES - STANDARDS

**The Standards and Codes stipulated in the Document entitled "Performance Specifications" shall be applicable for the execution of the Supply.**

Wherever in the Document entitled "**Performance Specifications**" there is no reference to any Standards, then the Standards and Codes of the following Organizations shall be applicable:

- European Standards Harmonized with Greek Legislation
- Standards of the European Committee for Electrotechnical Standardization (CENELEC) and Standardization (CEN/EN)
- Standards of the International Electrotechnical Commission (IEC), the International Union of Railways (UIC) and the International Organization for Standardization (ISO)
- In case of lack thereof, application shall be made of national recognized standards shall apply (DIN, BS, AFNOR, etc.).

The standards of the aforementioned organizations cover the minimum requirements that must be met. The Contractor can adopt standards equivalent or superior than those mentioned in the Performance Specifications or the Organizations mentioned above. In this case, the Contractor shall prove that these Standards are equivalent and submit three (3) copies of these standards, clarifying the differences for AM to check them.

If the standards proposed are not approved by AM, then the Contractor shall have the obligation to adopt the standards specified in the "Performance Specifications".

Wherever in the Document entitled "Performance Specifications" reference is made to standards, codes, regulations, etc., their last release upon the date of the Offer's submission shall be in force.

## **ARTICLE 8 DEADLINES**

**8.1** The overall deadline for the full completion of the scope of the Supply is **nine hundred and forty (940) calendar days** upon the Contract signing.

The aforesaid deadline shall include all activities of the Contractor pertaining to the design, manufacturing, supply, testing and commissioning of the **twenty five (25) vehicles**, the supply of equipment for transferring the vehicles in case of damage and for maintenance purposes, the delivery of the spare parts, special tools, diagnostic equipment and the Maintenance and Operation Manuals of the Vehicles, the supply of all consumable materials and components, the training and, in general, the overall scope of the Supply, as this is described in article 1.1 of the Conditions of Contract and as per the requirements of the contract documents.



Any failure on the part of the Contractor to meet this overall deadline shall entail the imposition of the penalties, as described in article 10, para. 4.1 herein.

In case the Contractor completes the manufacturing of the vehicles prior to the determined completion date, as foreseen in the Approved Time Schedule , then AM's written permit is required for the vehicles to be transported and delivered at AM's depot in Athens.

## 8.2 Partial Deadlines

Partial deadlines are set for the completion of individual activities for the completion of parts of the supply, as follows:

- 8.2.1 Within two hundred and eighty (280) calendar days upon the Contract signing, the Contractor will have completed successfully the preparation and submission of the completed Design for the supply of the vehicles.
- 8.2.2 Within six hundred and ten (610) calendar days upon the Contract signing, the Contractor must have completed the manufacturing, testing, delivery and commissioning of the 1<sup>st</sup> vehicle at AM's facilities in Athens.
- 8.2.3 Within sixty (60) calendar days upon achieving the deadline stipulated in article 8.2.2 of the Conditions of Contract, i.e. the delivery and commissioning of the first tramway vehicle, the Contractor will deliver to AM the main spare parts and the equipment intended for pulling the vehicles, as stipulated in Table D of the Financial Offer Form, as well as the Operation and Maintenance Manuals.
- 8.2.4 Within six hundred and seventy (670) calendar days upon the Contract signing, the Contractor must have completed the manufacturing, testing, delivery and commissioning of the first five (5) vehicles of the supply at AM's facilities in Athens.

**It is stressed that non-achievement of the aforementioned Partial Deadlines by the Contractor shall lead to the imposition of penal clauses described in article 10, paragraph 4.2, of these CC.**

- 8.3 The aforementioned deadlines shall include all Contractor's activities pertaining to the execution of the Supply, in line with the requirements of all Contract Documents. Furthermore, it is clarified that these deadlines also include the removal of the Contractor's worksite equipment.
- 8.4 In case the execution of the contract works delays for reasons falling under AM's and not the Contractor's responsibility, then AM shall determine the impact – in terms of time – on the time for materializing the Contractor's Works and shall provide a respective Extension to the Deadlines, upon his written request within the contractual deadline.



## ARTICLE 9 TIME SCHEDULE OF THE SUPPLY

**9.1** Based on the deadlines stipulated in article 8 of this document and within thirty (30) calendar days upon signing the Contract, the Contractor shall submit to AM for approval the Detailed Time Schedule, defining the completion time of each activity, the partial deadlines, as well as the overall deadline for the completion of the Supply.

The Contractor shall develop, document, process and present the time schedule in full compliance with the time, financial, qualitative, etc., restrictions and terms stipulated in the documents of this Contract.

The above time schedule shall be checked by AM within a deadline of twenty (20) calendar days.

If AM makes comments and requires correction and re-submittal of the time schedule, then the Contractor shall resubmit it, having incorporated AM's comments, within a period of fifteen (15) calendar days upon communication of AM's written instruction.

AM shall review, correct – if it deems it necessary - and approve the time schedule within a period of ten (10) calendar days following its re-submission.

In case the Contractor does not submit the time schedule in due time, in accordance with the stipulations of the Contract, or in case he fails to comply with the Service's comments, then AM shall be entitled to correct and/or re-formulate the time schedule on behalf of the Contractor.

This Time Schedule, as approved by AM, shall constitute the **Approved Time Schedule** of the Supply and the Contractor shall be obliged to implement it in an undeviating manner.

**9.2** The detailed time schedule shall consist of a precedence network diagram (Preceding Diagram Method - PDM) using the Critical Path Method (CPM) and PRIMAVERA software, showing each individual basic activity in sequence to meet the partial deadlines as well as the overall deadline for the completion of the Contract Scope.

The activities shall consist in distinct part of work, which, once completed, shall produce determined and identifiable parts or phases in the Contract. The activities shall be interconnected by identifying the sequence of works and the time schedule logic. Mandatory constraints shall not be utilized in the development and maintenance of the time schedule.

The time schedule shall include activities' duration, interfaces, manpower and, in general, the progress rates of various works. It shall also include, *inter alia*, activities outside the manufacturing plant, such as designs, factory tests, supply and delivery of materials and

equipment. Moreover, it shall also contain in detail the time schedule for any kind of tests in the factory and in Athens and personnel training. Except the supply related activities, **all activities in the time schedule shall be analysed in such a way so that none of them has a duration longer than 30 calendar days.**

It shall further list by activity the earliest start and finish dates; latest start and finish dates, total float and free float values.

The Time Schedule shall be in line with and shall indicate the critical deadlines, the completion deadlines and the Project contractual deadlines included in the Conditions of Contract. The contractual deadlines shall be confirmed by the logic of the Project Time Schedule and the sequence of activities.

The said time schedule shall include all activities for the preparation, submission and review by AM of all designs, calculations, drawings, specifications. Moreover, the section corresponding to the Designs shall indicate the development, submission and approval by AM of all manuals relating to Commissioning, Maintenance, Operation and Training and Spare Part Lists required in the framework of the Contract.

The Time schedule shall take into account as a minimum one cycle of re-submissions for each design, namely: submission – review – re-submission – approval. This shall not apply to the designs for which for which there are different provisions in other contractual documents.

The section of the time schedule referring to the factory manufacturing and the individual supplies shall include the manufacturing, assembly, factory test, inspection, packaging, transportation, acceptance of all items of equipment and materials required.

When preparing the aforementioned time schedule, the Contractor shall pay attention to the following conditions:

- At specific time periods and in specific areas, there might be works performed in parallel by other Contractors. The Contractor shall coordinate with the remaining Contractors and schedule his activities in such a way so as not to obstruct the works performed by them;
- The coordination of designs and activities with other Contractors;
- The fact that dates or duration of activities have been omitted from the Time Schedule shall not deprive AM of its right to define reasonable dates or durations as regards the aforementioned activities.

The Approved Time Schedule shall be organized through the Works Breakdown Structure (WBS) and/or through activity codes and should include, as a minimum, the three (3) analysis levels, presented below, to be applied to each activity and shall be defined by AM:

**Level 1:**

Identifies the phase of the work.

Examples: Design, Supply/Factory Manufacturing, Installation, Testing, Acceptance, Commissioning.

**Level 2:**

Identifies the vehicle where works/ tests are being performed on-board.

Examples: 1<sup>st</sup> Vehicle, 2<sup>nd</sup> Vehicle.

**Level 3:**

Identifies the specific section of the Vehicle on which works/ tests are being executed.

Examples: bogie, doors, air-conditioning, power supply, propulsion system.

The cost analysis of the monthly payment certificates shall match the analysis of the time schedule. For reasons of following up absorption of funds and revision, all costs of the Contractor's Percentage Payments Table (C.P.P.T.) shall correspond to one or more activities included in the time schedule with the option for their direct match. The definition of the cost centres of each activity contained in the time schedule in PRIMAVERA shall constitute the precondition for the time schedule approval, so that both the progress (absorption) – time S-curves and the table in which articles of the C.P.P.T. match the activities of the time schedule can be compiled.

In addition, the Contractor shall submit a report containing a supplementary and detailed description of its plan for performing the work. The description shall make reference to the progress rates of several activities.

The time schedule shall be submitted in both printed and electronic format in both languages, Greek and English.

The time schedule shall be prepared by the Contractor using the latest version of PRIMAVERA software. Along with four (4) copies of the narrative texts and time schedules, the Contractor shall submit a CD where the detailed time schedule of the Contract shall be saved.

Within the first five (5) days of every month, along with the monthly Progress Report the Contractor shall submit a copy of the updated current time schedule with an indication of the actual progress as compared to the approved time schedule in electronic format as well.

Along with the monthly progress report, the Contractor shall also submit photographs in printed and electronic format showing the progress of the supply, as well as videos indicating important milestones of the Contract (e.g. acceptance of vehicle in the Depot in Athens, Dynamic tests, etc.).

It is pointed out that the Contractor is not entitled to raise, through the above report, any claims or disputes. AM is not obliged to take a stand regarding what is included in the reports; however, this does not mean that it shall either approve or accept them.

In addition, should this be requested by AM, the Contractor shall prepare and submit on a weekly basis or per time intervals to be determined by AM, a 4-week roll-up detailed work schedule in bar chart to show in detail all activities which are in progress or are about to start. The activities shown in the above bar chart shall consist in an extension of those included in the Approved Time Schedule, with which they must be in full compliance.

In case of extensions either to partial deadlines or to the contractual deadline, the Contractor shall submit to AM for review and approval the revised Time Schedule of the Contract, in line with the extensions granted.

- 9.3** If during the execution of the Supply, delays are observed in relation to the approved time schedule at the Contractor's fault, then the Contractor is obliged to introduce all necessary measures for accelerating the works, at his judgment or in accordance with AM's indications. The acceleration measures foreseen in this paragraph shall be applied at the Contractor's care and expenses.
- 9.4** It is clarified that in case supplementary works are awarded to the Contractor, then the Time Schedule shall be re-adjusted and, if these supplementary works affect the critical path, then the respective deadlines will be extended.

## ARTICLE 10 FINANCIAL TERMS

### 10.1 Advance Payment

An interest-bearing advance payment equal to ten percent (10%) of the Overall Lump Sum Price of the Contract shall be provided to the Contractor. This advance payment is provisional. For the Contractor to be granted the Advance Payment, he must submit a relevant request, in accordance with paragraph 15, article 25 of L. 3614/07, as amended and currently in force by virtue of paragraph 1, article 4 of Law 4156/13.

It is stressed that the good performance guarantee covers the provision to the Contractor of an Advance Payment of an equal amount without the requirement for the submission of an advance payment guarantee. In case the Contractor requests an advance payment, then he shall be obliged to deposit an advance payment guarantee to cover the difference between the amount of the good performance guarantee and the amount of the advance payment to be paid. The advance payment guarantee shall be compiled in line with Sample Γ or D attached hereto in the Greek or the English language respectively.

The collected Advance Payment shall be gradually amortized, in each Payment Certificate, through a deduction, from every payment to the Contractor until the amount of the Advance Payment is amortized.

The amount of the deduction to be effected in each Payment Certificate until its amortization shall be increased by the interest rates corresponding to the amount of the advance payment not amortized until that date.

The amortization of the Advance Payment to be effected in each Payment Certificate until the amortization of the amount of the Advance Payment shall derive from the following formula:

$$\text{Total of Amortization of Payment Certificate} = A + T$$

where,

**A:** The gradual amortization of the advance payment, which is deducted from each payment to the Contractor and is calculated according to the following formula:

$$A = E \times \Pi(\%)$$

where,

**E:** Amount corresponding to the executed works indicated in the current account (as derives from the balance of all executed works of the current account minus the overall amount of the executed works of the previous account);

**Π(%):** Percentage that applies to the amortization =  $\rho / \Sigma \times 100 \times 1.10$

Where:  $\rho$  is the advance payment amount and  $\Sigma$  is the part of the Contract amount not paid yet to the Contractor when the latter has been granted the advance payment.

**T:** Deduction of the accrued interest rates on the amount of the advance payment not amortized until that date, according to the following formula:

$$T = Y \times M \times \varepsilon(\%)/12$$

where,

**Y:** The non-amortized part of the advance payment

**M:** The time period needed for calculating the accrued interest rates for a whole number of months ("month fraction" is considered to be a "whole month").

It is hereby clarified that the time period needed for calculating the accrued interest rates is defined as follows: (a) as regards the 1<sup>st</sup> Payment Certificate, this time period is the period extending from the date when the advance payment was collected until the submission of the 1<sup>st</sup> Payment Certificate and (b) as regards the subsequent Payment Certificates, this time period is the period extending from the date of the submission of the previous Payment Certificate until the date of the submission of the current Payment Certificate.

**$\varepsilon(\%)$ :** interest rate that equals to the floating interest rate of the Annual Interest-Bearing Bonds (Greek Treasury Bills) (in the month when the Advance Payment was collected) increased by 0.25%.

## 10.2 Payments – Accounts – Payment Certificates

10.2.1 Upon the provision of the advance payment (10%) to the Contractor, payments of the Contractual Price shall be made through partial payments to be determined as a percentage (%) of the Overall Lump Sum Price of the Offer as follows:

- **5%** upon approval by AM of the complete Design of the Supply, to be submitted. This payment calls for the submission of a Letter of Guarantee of an equal amount, which shall be returned proportionally to the Contractor upon delivery of vehicles at TRAM's Depot in Athens;
- **10%** upon completion of the construction of the vehicle' boggy and body of the 1<sup>st</sup> vehicle and their inspection and approval by AM. This payment calls for the submission of a Letter of Guarantee of an equal amount, which shall be returned proportionally to the Contractor upon delivery of the vehicles, at Tramway's Depot in Athens;

- **10%** upon completion of the construction of the 1<sup>st</sup> vehicle and its inspection and approval by AM at its manufacturing plant. This payment calls for the submission of a Letter of Guarantee of an equal amount, which shall be returned proportionally to the Contractor upon delivery of the vehicles, at a Tramway's Depot in Athens.
- **50%** of the overall Lump Sum Price per vehicle divided by twenty five (1/25) shall be effected proportionally upon vehicles' delivery at TRAM's Depot in Athens, including tests in the manufacturing plant;
- **20%** of the overall Lump Sum Price per vehicle divided by twenty five (1/25) shall be effected proportionally upon successful execution of testing and commissioning of the vehicles at TRAM's Depot and lines in Athens;
- **42%** upon delivery of the main spare parts, the special tools, the diagnostic testing equipment, the equipment intended for transferring vehicles, the delivery of the Operation and Maintenance Manuals and the training of STASY personnel;
- **3%** upon expiry of the guarantee period of the Supply and the approval of the Final Acceptance Protocol by AM.

The accounts – certificates shall be submitted in five (5) print out originals, as well as in digital format, while their structure and content shall have been approved by AM.

These payments shall constitute payments against the Contract Price, whose final paying-off shall be made upon the approval of the Final Acceptance Protocol of the Supply.

10.2.2 Partial payments shall be effected based on the Accounts / Certificates compiled by the Contractor and submitted to AM for review.

All AM's requirements, such as penal clauses or price reductions for defects and omissions, advance payments (interest-bearing) amortizations, any lawful retention and, in general, AM's requirements that have not been satisfied in any other manner, shall be deducted from the accounts of the Contractor.

It is stressed that an amount of 0.10% shall be withheld from the Contractor; this amount shall be calculated on the value of each payment pro taxes and retention of the contract, in view of covering the operational needs of the Uniform Independent Public Contracts' Authority that shall be borne by the subject Contractor (Law 4013/11, as in effect each time). It is clarified that the amount withheld shall be charged with a 3% duty stamp and with a 20% duty stamp in favour of OGA (Agricultural Insurance Organization).



The accounts shall always be compiled on a recapitulative basis and for them to be paid, they shall always be accompanied by a summary table containing the works that have been executed and the expenses incurred as of the beginning of the Contract. The amounts paid through the preceding accounts shall be deducted from the new account and the new payable amount shall derive thereof. The Contractor shall not be entitled for submitting a new account unless AM has certified the previous one.

AM shall check the account within fifteen (15) working days as of the date of its receipt and, having verified the executed works, it shall then certify them. The works presenting deficiencies, defects or omissions shall not be certified.

If the required certificates / back up documents of the account contains ambiguities, inaccuracies or omissions, then AM shall point them out to the Contractor and instructs the re-compilation and re-submittal the Account. In this case, the prescribed 15-working day deadline commences from the date when the Contractor resubmits the Account. Having checked the amount, AM approves it; this account constitutes the certification for the Contractor's payment.

After the certification of the works and the approval of the account by AM, the Contractor shall submit the lawful Invoices and Back-Up Documents required each time - those that have not been submitted during import.

In view of the Contractor's payment, the accounts shall be accompanied by an invoice from abroad if the materials, equipment, spare parts, etc. are manufactured abroad and are imported in Greece or by an invoice from Greece if the above are manufactured in Greece or the works are executed in Greece.

The invoice shall be accompanied by detailed lists giving the spare part description code in English and Greek, the measurement unit, the unit price and the value.

All payments to the Contractor deriving from this Contract shall be effected only if the invoices submitted by him are issued by a company/consortium, which has been established lawfully in Greece according to the Greek Laws, or if the invoices have been issued by a foreign country. The invoices must be fully documented, justified and accompanied by the necessary back up documents. AM shall pay to the Contractor the amount included in the approved account within thirty (30) working days as of the date when the invoices were received provided that these Invoices are accompanied by the aforementioned required lawful documentation.

The payments shall be effected via a remittance, as regards imports in the name of AM, at the Contractor's expenses, via checks for invoices issued by the Contractor's installations in Greece. The provision of

receipt is necessary for the payment. The currency to be used for the Contractor's payment shall be EURO.

### 10.3 Good Performance Guarantee

10.3.1 **Upon signing the Contract, the Contractor deposits a Good Performance Guarantee equal to 10% on the Overall Lump Sum Price (LSP) of his Financial Offer.** The Good Performance Letter of Guarantee to be issued by the Contractor **shall mandatorily be in accordance** with Sample A attached to these CC. In case of a Consortium, the Letter of Guarantee must be common in favour of all its members.

The Letters of Guarantee shall be issued by credit institutions operating lawfully in Greece or in any other member - state of the European Union (EU) or the European Financial Area (EFA) or in member – states which have signed the Public Procurement Agreement with the World Trade Organization (WTO). They can also be issued by E.T.A.A. – T.S.M.E.D.E. or they can be provided through a check issued by the Trusts and Loans Fund with a deposit of the respective amount to the subject Fund.

10.3.2 The GPLoG shall guarantee, in its entirety and without any discretion whatsoever, the due, complete, flawless and timely execution of the Contractual Scope with strict adherence to the requirements, specifications, terms and conditions of the Contract. The aforementioned Guarantee covers all requirements of AM before the Contractor regarding the infringement of a contractual term, undue fulfilment of the contractual terms, or, finally, AM requirements arising from the imposition of a penal clause to the detriment of the Contractor. However, the Guarantee does not exhaust the liability of the Contractor to compensate AM in case the latter suffers losses, exceeding the amount of the Guarantee.

AM retains its right to require at any time, through a written statement addressed to the Issuing Bank, the Paying of the entire amount of the Good Performance Letter of Guarantee or a part of it, in order to meet its claims against the Contractor ensuing from this Contract due to the Contractor's non adherence to the contractual obligations.

10.3.3 The GPLoG shall be returned to the Contractor interest-free upon Final Acceptance for the entire Supply and upon signing the relevant Protocol, on condition that no AM's claims are pending for any liable violation of the Contract terms and on condition that no reason ever existed for the Letter of Guarantee to become payable either in total or in part.

10.3.4 Should the Contract Price be increased for any reason whatsoever due to the increase in the Contract Scope, then, prior to the Supplementary Contract signing, the Contractor shall provide a supplementary Good Performance Guarantee, amounting to 5% on the additional Contract Price.

10.3.5 All Letters of Guarantee shall be issued and maintained in favor of AM, at the Contractor's sole cost and expenses. Letters of Guarantee shall be explicit, irrevocable, unreserved and payable upon AM's first request; they shall be issued by reliable, recognized Banks, acceptable by AM as self-debtors and principal debtors, they shall be deliverable and payable in Athens, shall be governed by the Greek Legislation and shall be subject to the exclusive jurisdiction of the competent Courts of Athens for the settlement of any disputes that may arise regarding Guarantees.

10.3.6 AM shall examine the validity of the subject Letters of Guarantee.

#### **10.4 Penalties**

##### **10.4.1 Penal Clause related to the Overrun of the Overall Deadline**

In case of overrun of the overall deadline for the delivery of the Supply, due to the Contractor's liability, then a penal clause shall be imposed to the Contractor, which is set to **10%** of the average daily value of the Supply for each day of delay; the daily value of the Supply is the quotient of the entire amount of the Contract along with the amount of any Supplementary Contracts, VAT excluded, divided by the overall deadline of the Supply.

The total penal clauses mentioned in this paragraph cannot exceed **3%** of the entire amount of the Contract, VAT excluded.

##### **10.4.2 Penal Clause for Overrun of the Partial Deadlines**

The penal clause to be imposed to the Contractor for each calendar day of his liable overrun of the partial deadlines of article 8, paragraph 2, is set to **10%** of the daily average value of the Supply.

The total penal clauses mentioned in this paragraph cannot exceed **2%** of the entire amount of the Contract, VAT excluded.

##### **10.4.3 Special Penal Clause imposed for exceeding the Weight of the Vehicles**

If, upon completion of the vehicle's manufacturing, it is ascertained that the tare weight (AW0) of the vehicle is exceeded over 3% of the value stipulated in the Contractor's Technical Offer, then a penal clause amounting to 3% – VAT excluded – on the overall contract amount shall be imposed to the Contractor.

**It is stressed that the total Penal Clauses stipulated in paragraph 10.4 cannot exceed 8% of the Contract price, VAT excluded.**

**10.5** The aforesaid penal clauses are unique and exclusive for the purpose they are imposed, shall be payable in favour of AM if the Contractor – at his own liability – does not comply with the relevant terms stipulated in the Contract and shall be paid by the Contractor himself. In case

the Contractor refuses to pay them, then the relevant amount of the penal clauses shall be retained from the pertinent Payment Certificates or from the Good Performance Letter of Guarantee.

They do not exclude / confine further responsibilities on the part of the Contractor deriving from this Contract and the Law.

## **ARTICLE 11 DESIGNS**

- 11.1** Upon the Contract signing, the Contractor must proceed with the compilation of the Design according to the provisions of the Document entitled "Performance Specifications".
- 11.2** The Contractor must submit - four (4) months at the latest upon contract signing - the Compatibility Design for interface with the existing network, vehicles and infrastructures of the Athens Tramway System. This Design shall include all interface points between the new vehicles and the existing system, as well as the method to be used by the Contractor in view of ensuring the required compatibility.
- 11.3** The Contractor shall be exclusively responsible for any deficiencies in the Designs, to be prepared by him, deriving from his omission to request timely information and data regarding the execution of the Supply.
- 11.4** In order to review the Design and express its relevant comments on it, as this (the Design) will be gradually submitted, AM shall have a deadline of thirty (30) calendar days following the submission of each design.
- 11.5** If any errors, deficiencies and inconsistencies are identified during the said review, as compared to the provisions of the contractual documents, then the aforesaid Designs shall be returned for correction.
- 11.6** Within thirty (30) calendar days following the receipt of AM comments, the Contractor is obliged to resubmit the design for approval by AM, which, in its turn, should have to re-examine it within thirty (30) calendar days upon its receipt.
- 11.7** The aforesaid designs shall be submitted in five (5) sets (one original and four copies) and two (2) additional sets in electronic form, as per AM's instructions.
- 11.8** All expenses required for the compilation of the Designs, including all engineering activities of the Contractor, shall be converted into the price included in his offer and, thus, the Contractor shall not be entitled to any particular fee.
- 11.9** All works to be executed based on the aforesaid designs are included in the Contractual Price, while AM shall not accept any alteration to

this Price due to any corrections made during the approval of the Designs by AM.

- 11.10** It is stressed that the approval of the design, calculations and drawings by AM shall not release the Contractor from his responsibilities deriving from the Contract and does not constitute in any way acceptance of the efficiency and soundness of the design.
- 11.11** The Contractor shall not be permitted to execute any work relating to the manufacturing and supply of the vehicles prior to the approval of the respective design by AM.
- 11.12** The evaluation of the Technical Offer, as well as the Contract signing shall not entail the acceptance of any terms contrary to the requirements of the tender documents, while the Contractor, when preparing the design, ought to comply with the specifications and requirements of the Contract Documents.
- 11.13** In case a deviation from the contract provisions is required due to construction inability, inability to ensure materials, means/equipment, laboratories etc. or due to revision of the specifications/standards in force, the Contractor shall submit a Request for Technical Deviation.

The Request for Technical Deviation must be accompanied by a report, adequately documenting the reasons for which there is inability to comply with the contract provisions, including also a comparative technical report between the proposed solution and the contractually foreseen one (indisputable advantages or at least its equivalence, as compared with the contract requirement), reference to the adequacy and completeness of the proposed solution, its compliance with the remaining specifications of the Contract and its compatibility with the overall Supply. The relevant Request must also include an analysis and documentation of the difference -in terms of cost- between the proposed and the contract solution, if any, as well as the impact of the proposed solution on the Time Schedule of the Contract.

The deviation shall be implemented further to AM review and approval. The request for Technical Deviation must be submitted and approved prior to the submission of the (corresponding) Design.

## **ARTICLE 12 POWER SUPPLY / CONSUMPTION**

- 12.1** The power supply required in the areas where vehicles will be tested at TRAM's facilities in Athens shall be effected at AM's and the Operation Company's responsibility.
- 12.2** The power supply cost during Tests and Commissioning of the vehicles at TRAM's facilities in Athens (as recorded by each vehicle) shall be borne by the Contractor. This cost shall be calculated based on the kWh rate to be paid by STASY to the Public Power Corporation (PPC).

## ARTICLE 13 WORKS CONSTRUCTION DIARY

- 13.1** The Contractor shall maintain a Work Construction Diary in the areas where activities will be performed. In the Diary, the Supervising Engineer of AM shall be entitled to write down any remarks regarding the works under execution and can request the recording of other data related to this Supply.
- 13.2** It is noted that in the Work Construction Diary, the Contractor shall record only information and data regarding the manufacturing of vehicles and not any of its contractual positions. The contractual positions of the Contractor shall be transmitted to AM through regular correspondence.
- 13.3** The Contractor is obliged to hand over to it a signed copy of the Work Construction Diary.

## ARTICLE 14 PROGRESS REPORTS

The Contractor shall submit to AM a monthly progress report in four (4) copies until the fifth day of each calendar month, which will cover the progress of the works effected in the precedent calendar month. The purpose of the report is to give a clear picture of the work progress, to record adherence or non-adherence to the approved time schedule of the Supply and the reasons for any deviations, as well as to depict the action plan for the recovery of delays - if any. The submission of the progress reports commences thirty (30) calendar days following the date when the Contract is signed.

With regard to the progress report submission, the works are classified in basic categories. In all reports, the progress is expressed separately for the aforesaid basic categories. The categories of the works are configured by the Contractor and approved by AM. Each category completion percentage is also shown in the reports.

## ARTICLE 15 ACCEPTANCES

### 15.1 Completion Certificate – Acceptance for Use

Upon completion of the overall Supply or any self-standing parts thereof and the successful completion of the tests, as per the provisions of the Contract, the Contractor shall submit a written request to AM about the issuance of a work completion certificate, in which he shall include the quantities of the works that have been completed as well as their quality.

- 15.1.1** Within thirty (30) calendar days upon the submission of the aforementioned request, AM's Supervising Engineer shall prepare a report indicating the completion date of the works of the Supply and certifying the quantitative and qualitative completion of the entire



supply or of any self-standing parts thereof, in accordance with the terms of the contractual documents.

Within thirty (30) calendar days upon the signing of the Supervising Engineer's report, AM shall issue the **Completion Certificate**.

Upon the issuance of the completion certificate, AM can accept the vehicles by the Contractor and put them in revenue service. This acceptance shall be performed by signing the relevant **Acceptance Protocol for Use**. This Protocol shall be signed by the representatives of both contracting parties, the Supervising Engineer and by the representative of STASY.

If the Contractor fails to attend, although he has been invited to, or if he refuses to sign the Protocol, then the Protocol shall be compiled and communicated to him.

- 15.1.2 In case the Supervising Engineer certifies the quantitative completion of the entire supply or of any self-standing parts thereof by recording in his report any **minor** defects and deficiencies, which exist and do not affect the operability and safety, then AM shall instruct the Contractor to proceed to the rectification of the defects and deficiencies within a reasonable time period. Further to the rectification of the aforesaid defects and deficiencies, AM shall issue the completion certificate, which shall state the Supply completion time, without taking into consideration the rectification period. In the aforesaid case, AM may accept the Vehicles for use and commissioning by signing the relevant **Acceptance Protocol for Use** prior to the rectification of the minor defects and deficiencies and attaching thereto, the list of the said defects and deficiencies.

The Acceptance for Use shall be approved through a resolution made by AM's BoD.

- 15.1.3 In case the report of the Supervising Engineer makes reference to the existence of **essential** defects and deficiencies, then AM shall reject the Contractor's request for the issuance of a completion certificate and shall request in writing the immediate rectification of the defects and deficiencies by setting a reasonable deadline for the rectification in question.

If the Contractor does not rectify the aforesaid minor defects and deficiencies, then AM reserves the right to implement the stipulations of article 33 herein.

It is clarified that the completion certificate and the Acceptance Protocol for Use do not substitute the acceptance of the Supply, which shall be conducted in line with article 15.2 of this Document.

## 15.2 **Provisional Acceptance**



- 15.2.1 Upon completion of the overall Contract Scope or of any self-standing parts thereof, the Provisional Acceptance of the entire Supply or of any self-standing parts thereof must be conducted respectively within a six-month period, at the latest, upon the issuance of the pertinent completion certificate.
- 15.2.2 For conducting the Provisional Acceptance, the Board of Directors of AM appoints a five-member Committee in which one member of Athens Tramway (STASY) shall participate.
- 15.2.3 The Acceptance Committee shall conduct the Provisional Acceptance, in line with the terms of the Contract Documents and the approved Design of the Supply. It shall proceed with the qualitative and quantitative Acceptance of the Contractual Scope in the presence of AM's Supervising Engineer and the representative of the Contractor and shall prepare the relevant Provisional Acceptance Protocol to be signed by the members of the Acceptance Committee, AM's Supervising Engineer and the Contractor's representative. The acceptance is effected even without the presence of the Contractor's representative, should the latter has been invited to participate in this procedure. If, in this case, the Contractor refuses to sign the Protocol, then it shall be signed by the Committee and the Supervising Engineer and shall be copied to him.
- 15.2.4 The quality control of the Vehicles shall be conducted in any way to be required at the Acceptance Committee's judgment; such as macroscopic controls, laboratory controls and tests, in accordance with recognized Standards. Any eventual expenses required for conducting the controls in question shall be borne by AM, except if deviations from the Contractual terms are noted; in this case the expenses for conducting the controls in question shall be borne by the Contractor.
- 15.2.5 Should, during the Provisional Acceptance, it is ascertained that the works of the scope of the Supply present deviations from the terms of the Contract to an extent not affecting the adequacy and the safe operation of the Vehicles and are deemed to be minor, then the Contractor shall be obliged to proceed, within a reasonable time period, with their reinstatement, if possible, or with the payment of an amount corresponding to a deduction of the Contract Price. The aforementioned observations, remarks and proposals are recorded in the Provisional Acceptance Protocol by the Acceptance Committee.
- 15.2.6 AM Board of Directors may suspend the approval of the subject Protocol until the Contractor repairs any defects noted. In this case, approval shall be granted at the latest within 30 days from full repair of the defects.

The Provisional Acceptance shall be completed, upon approval of the Provisional Acceptance Protocol by AM Board of Directors.

15.2.7 If the Provisional Acceptance Committee ascertains any **essential** defects, it shall interrupt its works and inform the Managing Department accordingly. The Managing Department shall request the Contractor to rectify the said defects within a reasonable deadline. In case the aforesaid defects are not rectified, then AM reserves the right to implement the stipulations of article 33 herein.

15.2.8 Upon the approval of the Provisional Acceptance Protocol of the entire Contract or any self-standing parts thereof by AM's BoD, then acceptance of the Supply is effected.

15.2.9 Upon the approval of the Provisional Acceptance Protocol of the entire Contract or any self-standing parts thereof, the Supply related risk shall be transferred to AM, except the risk pertaining to any damage due to the Contractor's liability, who shall remain responsible for it until the Final Acceptance. Upon the Final Acceptance, the Contractor shall be liable, as per the stipulations of articles 6.9.2 and 6.9.3 of the Greek Civil Code.

### 15.3 Final Acceptance

15.3.1 Upon two months, at the latest, from the expiry of the warranty period, the Final Acceptance shall be conducted. The Board of Directors of AM shall appoint a five-member Committee, one member of which shall be an employee of STASY; this Committee shall proceed with the quality control of the Supply and its Final Acceptance.

The Committee shall prepare a Final Acceptance Protocol to be signed by the members of the Committee, the Supervising Engineer and the Contractor's representative.

For any defects or omissions that may be ascertained during the final acceptance of the Supply due to the Contractor's liability and are not dealt with successfully during the warranty period of the Supply, the Committee shall propose their immediate repair or shall withhold a certain amount from the Good Performance Guarantee of the Supply, with the reservation on the part of AM as to the implementation of the remaining penalties provided for by the Contract against the Contractor.

Final Acceptance is completed upon approval of the Protocol by AM Board of Directors.

15.3.2 Partial final acceptances are foreseen for the sections for which provisional acceptances have been conducted. In this case the stipulations of this article shall apply.

### 15.4 Acceptance of Materials

An acceptance protocol, to be signed by the representatives of the contracting parties and the persons in charge of the warehouse, shall

be drafted by the Contractor for the spare parts to be delivered by the Contractor to AM's Warehouses in Athens.

## ARTICLE 16 GOOD PERFORMANCE WARRANTY PERIOD

**16.1** The **warranty period** in which the Contractor bears the full responsibility of the Supply and the good performance of the Vehicles **is defined to three (3) years** from the certified completion of the overall or self-standing parts of the scope.

**During the warranty period**, the Contractor's obligations are defined as follows:

- a) Correction of defects, bad workmanship, faults and construction defects and omissions of the hardware & software caused by the Contractor.

The spare parts covered by the guarantee and the works required to correct deficiencies and bad workmanship, in view of ensuring good operation of the Vehicles throughout the guarantee period shall be provided by the Contractor, shall constitute his responsibility and their cost shall be borne by him.

- b) Supply and availability of the consumable spare parts falling under the warranty period, in line with the stipulations of the Document entitled "Performance Specifications".
- c) Supply and availability of the special tools, required for the repair and maintenance, as well as the testing diagnostic equipment.
- d) Technical support to the STASY's Maintenance Service. The technical support shall consist in the constant presence on site and shall be provided by at least one (1) Specialized Technician (Warranty Manager) with a ten-year experience in the maintenance of Vehicles and by two (2) Specialized Persons, i.e. one (1) Specialized Rolling Stock Electrical Engineer and one (1) Rolling Stock Mechanical Engineer with a six-year experience each in the maintenance of Vehicles. The Specialized Technical Staff of the Contractor shall possess the experience and the capability required, in order to be able to identify and handle any fault related to the Equipment and Systems of the Vehicles. The Team of the Specialized Staff shall provide its technical support to the STASY's Maintenance Division.

The related costs, transportation expenses and any other expenditure related to the services to be offered by the Contractor in the framework of the Vehicle's warranty period shall be borne by him.

- 16.2** The procedure to be implemented with regard to the reinstatement of defects and damage occurring during the operation period of the Vehicles throughout the warranty period is as follows:
- a) STASY (Maintenance Service) issues a work instruction, which concerns the rectification of fault/defect and includes fault related data (such as type, location, time), as well as the assessment of the Maintenance Service with regard to the cause of the fault/defect. The instruction is copied immediately to the Contractor by AM.
  - b) The Contractor, upon receipt of the work instruction, proceeds immediately with the necessary activities for the rectification of the fault/defect and provides the required spare parts and personnel, without any additional financial burden to AM.
  - c) If the Contractor, upon communication of the work instruction to him, fails to meet immediately his contractual obligations regarding the rectification of the fault/defect, then AM shall proceed with the necessary corrective actions on his behalf and to the detriment of the Contractor, reserving its rights in accordance with the provisions of the Contract and the Law.
- 16.3** Any repairable accessories of the vehicles installed a-new on the vehicles upon repair must necessarily be accompanied by a Repair Report of the Contractor which shall state all damage causes, repair works and shall also certify that the accessory is suitable for use.
- 16.4** With regard to the equipment of the Vehicles and the features that have been either repaired or replaced during the guarantee period, **their good performance warranty period is extended by a six (6)-month period following the expiry of the warranty period.**
- 16.5** The Contractor shall accept full responsibility for the Design as regards efficient operation, satisfactory performance in service and compliance with the requirements of the Specification during the Guarantee Period.
- During that period should the equipment or any component or individual system or software item thereof, fail repeatedly and does not operate or perform, as stipulated in the Specifications, then such failure shall be deemed to be a Design failure, in line with the requirements of the Document entitled "Performance Specifications".
- In this case, the remedy of the failure by the Contractor shall include modification to the design of the associated components, of the equipment or software or systems and any associated removal and re-installation work, as well as the general application of the remedy to such other like components or systems of the Supply, wherever this is necessary. The relevant expenses shall be borne by the Contractor.

- 16.6** STASY shall be responsible for the scheduled maintenance of the vehicles and its cost shall be borne by STASY. During the execution of the works relating to the scheduled maintenance, the Contractor is obliged to provide his services for supporting STASY's Maintenance Team for the optimal maintenance of the Vehicles, in accordance with the Operation and Maintenance Manual and the Illustrated Part Lists that he has submitted.

## ARTICLE 17 SPARE PARTS

The Contractor shall be responsible for the supply of all spare parts of the Contract to AM, as these are described in the Contract Documents and are defined as follows:

### 17.1 Capital spare parts of the Supply

These are the Capital Spare Parts, as these are defined by AM in the Document entitled "Performance Specifications".

### 17.2 Warrantee Period Capital Spare Parts

The contract scope of the Supply shall include the Warrantee Period Capital Spare Parts required throughout the three-year warrantee period of the Supply for the correction of any faults, defects, bad workmanship and other deficiencies, for the smooth and continuous operation of the Vehicles. The Contractor shall assume the responsibility and the expenses for storing the warrantee period capital spare parts and shall be exclusively responsible for their availability.

### 17.3 Warrantee Period Consumable Spare Parts

The scope of the Contract shall include the Supply of the warrantee period consumable spare parts, which are subject to wear or "contamination" during normal operation of the Vehicles, and, therefore, the replacement of which is required at specified time intervals to ensure smooth operation of the Vehicles throughout the three-year warrantee period.

- 17.4** The cost of all aforementioned spare parts, deliverable at AM warehouses in Athens, is included in the Overall Lump Sum Price of the Contractor's Offer.

- 17.5** The Contractor shall guarantee that all necessary spare parts of the Supply shall be at the disposal of AM for a period of 15 years upon expiry of the warrantee period for the overall Contract Scope, in line with the stipulations of the Document entitled "Performance Specifications".

- 17.6** Throughout the warranty period of the Supply, the Contractor shall be exclusively liable for the availability of the spare parts and materials for the purpose of the maintenance and good operation of the Vehicles. The available spare parts' stock at the Depot during the warranty period shall cover the Supply needs for a time period of at least one (1) year.
- 17.7** Upon completion of the construction of the entire Supply and prior to the completion of testing and commissioning, the Contractor shall submit to AM a list of proposed spare parts for the Contract Scope operation to be covered for a time period of three years after the expiry of the warranty period. The list in question shall cover capital and consumable spare parts with reference to the maximum guaranteed time of their delivery from the day on which the order shall be placed.
- 17.8** The three-year guarantee of the contract scope shall cover the total of the capital spare parts stored in AM's warehouses. Should a defective spare part be found upon its use, it shall then be immediately replaced by the Contractor.
- 17.9** The Contractor shall organize its list of spare parts in such a manner so that AM may be able to use the spare parts codification based on the computer aided electronic system for the management of spare parts. The electronic system for the management of spare parts itself does not constitute part of the scope of the Project.
- 17.10** The Contractor shall submit a complete list containing all special tools, required for the maintenance and repair of the scope of the Supply. The Contractor shall provide a sufficient number of all required special tools, in view of facilitating STASY's Maintenance Service in the proper maintenance and repair of the Vehicles. The number of the tools shall be approved by AM, based on the pertinent functional analysis to be handed over.

## **ARTICLE 18 SOFTWARE AND SOURCE CODE**

- 18.1** Along with the equipment, the Contractor shall provide detailed information and documentation in relation to the entire software to be utilized in the equipment and its sub-systems. This information shall include the source code (in electronic and printed form), as well as the object code (in electronic form) properly documented (architecture and planning, library software, operational system and settings, communication protocols, files, etc), as described in the Document entitled "Performance Specifications".

The source code can only be delivered in electronic format, should it be accompanied by a printed, complete and detailed table of contents regarding all deliverables, as well as by data relating to the software background and instructions for use.



**18.2** The Contractor is obliged to provide all data that are necessary and relate to the software in use, as well as the non-exclusive and irrevocable software license, so as AM to be able to proceed to the future to any type of modifications, enhancements or upgrades.

Should essential and irrevocable reasons exist, so as not to deliver the source code and the thorough documentation of the software in use, but only the items necessary for the smooth operation and maintenance of the vehicles, then for this section only (which will not be delivered) the conclusion of an "Escrow Agreement" is absolutely required in order to ensure AM interests.

The Contractor is obliged to sign a contract with an "Escrow Agreement" Company to be selected by him and approved by AM in order to submit the source code. The Contractor, at his own cost, is obliged to keep the source code in "Escrow" for 10 years upon the completion of the warranty period.

The Contractor shall submit a certification by the "Escrow Agreement" company, according to which:

- a. The submitted means are compatible, complete and tested, in order to verify that the source code files are similar to those of the software manufacturer and that they are included in the submitted software.
- b. The submitted source code in a fully developed form shall process the data in the same way, as the program for which there is a relevant permit.
- c. The submitted source code has been updated, according to the latest changes effected.

In case the Contractor or the software development company related to the Supply closes down, partially or fully, files a petition for bankruptcy, or is declared in a state of insolvency or is merged and/or bought by another company or fails to respond to AM's request for the provision of technical support to AM or fails to respond to AM's request for upgrading the software at AM's expense, or fails to respond to AM's request for repairing a fault of the software, then within a 30 - day period, the "Escrow Agreement" company shall release the total of the submitted software to AM and this will become property of AM.

**18.3** The Contractor shall provide AM with non-exclusive and irrevocable licences for the utilization of the software, standards, codes, drawings, etc. to be provided in the framework of this contract, for the operation, maintenance and upgrading of the Vehicles within the boundaries of the Greek State and for fifty (50)-year time period, without the obligation to pay intellectual property rights to the Contractor, the present document serving as a transfer and cession of the above rights.





In particular and in the framework of exercising the above rights ceded to it, AM is entitled to use without the permit of the Contractor the software of the equipment or the systems, in order to cover any future operational needs that may derive.

All the aforementioned rights can be exercised either by AM or by STASY or by a third party to whom AM or STASY shall cede the maintenance of the Rolling Stock.

#### **ARTICLE 19 TRAINING**

The Contractor shall submit a detailed training program for the Training of STASY's and AM's personnel. This program shall be valid upon its approval by AM. The trainees shall be selected by AM.

The Contractor shall be responsible for the proper training of STASY/AM's personnel and guarantees the correct execution of the training programs and tasks. The participants in the training courses shall be selected by AM and shall be transferred to the designated training areas.

All expenses related to travels, accommodation of those participating in STASY/AM's personnel training programs shall be borne by the Contractor.

The training of STASY/AM's personnel shall be performed in accordance with the stipulations of Chapter 16 of the Document entitled "Performance Specification" and the remaining Contract Documents.

## ARTICLE 20 QUALITY ASSURANCE AND QUALITY CONTROL

**20.1** Quality control and quality assurance of the manufacturing, installation and commissioning of the Vehicles and of the equipment and materials composing the vehicles shall be performed based on the requirements of the Quality Assurance Plan, described in Chapter 18 of the Document entitled "Performance Specifications".

**20.2** Within sixty (60) days upon Contract signing, the Contractor must submit for AM's review the documentation of the Quality Management Plan, as well as a detailed Test and Inspection Plan/Quality Plan.

Within thirty (30) working days, AM shall return to the Contractor the aforementioned submissions with remarks, if any. The Contractor must incorporate the revised versions of the Quality Management Plan and the detailed Quality and Inspections Plan and submit them within 30 calendar days upon AM's response.

Any revisions of the aforementioned documents shall be submitted to AM for approval.

**20.3** Quality control shall be performed on the Contractor's responsibility and at his expense.

**20.4** The relevant regulations and criteria, dictated by the required standards concerning the equipment, materials and the quality of the work, are mentioned in the contractual documents. In the Quality Plan all the requirements of these regulations and the criteria should be taken into consideration.

**20.4.1** The overall materials, components and complexes falling under the Field of the European Directives (e.g. about low voltage (LVD), electromagnetic compatibility, etc.) shall necessarily bear the CE mark, which shall be proved through the appropriate accompanying documentation.

**20.5** The Contractor can suggest alternative standards equivalent to the required standards offering products of relevant quality that he shall use, provided that they are approved by AM.

**20.6** The Contractor shall be responsible for the quality of all materials, equipment and systems that he will construct or purchase as well as for the quality of the works under construction.

For this reason, he should submit the following two basic Plans:

**20.6.1 Test and Inspection Plan in the Manufacturing Plant:**

"Quality Control Plan and Plan for the Inspection of the sub-suppliers" that will cover all the suggested controls and tests at the Contractor's and at the sub-supplier's factory, with reference to the procedures for the performance of the controls in question.

**20.6.2 Test and Inspection Plan at the Depot and the Lines of the Athens Tramway:**

Quality Control Plan and Test and Inspection Plan to be carried out in the Depot and the lines of the Tramway in Athens , that will cover all control, inspection and test procedures determined by the Contract.

**20.7** The Quality Control Plan should include the following basic data, which must be completed and updated with additional information as frequently as necessary for the quality requirements to be met. In particular,

20.7.1 Samples of the suggested quality control documents, printed tests and printed reports.

20.7.2 List of materials and works that AM shall control at the different manufacturing stages, together with control procedures, types of tests and their frequency.

20.7.3 List of the purchased items that need to be checked at the supplier's factory according to the required quality control procedure.

20.7.4 Complete manufacturing, quality control, etc. procedures.

**20.8** As far as quality control is concerned, detailed and updated data should be kept in a suitable form concerning the materials and the equipment that have been ordered, delivered, found defective etc. during the execution of the works. Additional data will be submitted, according to the conditions of the Contract and the approved quality plans. The Contractor's drawings, as well as the data that shall be submitted, should be in accordance with the relevant specifications of the contractual documents.

**20.9** The Contractor should provide all the samples that will be put to a test and secure all the necessary transports for the quality control plan approved by AM to be executed at his expenses.

**20.10** The quality control plan that will be suggested by the Contractor and approved by AM, will be followed throughout the validity period of the Contract, unless otherwise approved and instructed for specific issues. The results of the controls shall appear in bound documents with duplicate numbered pages.

**20.11** The Contractor along with the adequate personnel shall perform all the necessary controls, tests and inspections at the sub-suppliers' factories as well as on site the Project, in order to secure that the Supply is executed according to the designs and specifications and that AM's competent employees will have at any time access to the aforementioned areas, in order to inspect the manufacturing works and monitor the tests under execution.

The Contractor shall always announce the time and the place for conducting the quality related tests, so that an AM's representative can be able to attend them. The tests shall be performed upon the written response of AM, in which AM shall verify the attendance / non-attendance of its representative in the specific tests.

**20.12** However, adherence to all the aforementioned procedures does not release the Contractor from the responsibility for the good quality of the built-in materials and the complete, safe and flawless execution of the supply.

**20.13** All expenses related to checks and audits such as Factory Acceptance Tests, Quality Control Checks, Project Audits and Safety Audits to be performed by inspectors or the authorized representative of AM who shall attend the tests and audits shall be borne by the Contractor.

It is clarified that these expenses include the following without being limited to those:

- The costs related to travels to and from the countries where works or activities related to the Supply are carried out. For air-flights lasting more than 6 hours, the tickets shall be business class;
- The costs related to accommodation (four-star hotels), including the telephone calls, travels, meals.

## **ARTICLE 21 MATERIAL UNSUITABILITY - DEFECTS**

**21.1** If, during the materialization of the Contract Scope and until the Final Acceptance, it is ascertained that unsuitable materials/components or materials/components not meeting the requirements of the specifications are utilized, then AM shall issue an order for them not to be used. If the Contractor disagrees, these materials/components shall not be utilized unless their suitability is proven through a laboratory test conducted by recognized laboratories. The expenses – if any - for the laboratory tests shall be paid in advance by the Contractor; the Contractor shall eventually bear this expense if the materials/components are found to be unsuitable. In any other case, AM shall bear the relevant expense and shall refund the Contractor.

**21.2** If, during the execution of the Contract works and until the Final Acceptance, any material, item of equipment or system presents defects that are not rectified by the Contractor, then a relevant order shall be communicated to him by AM. This order shall identify the defects and set a reasonable deadline for their rectification. The rectification includes any modification, replacement or adjustment required, so that the material, equipment or system (tramway, equipment, etc.) meets the technical specifications of the Contract.

**21.3** In case the Contractor does not rectify the defects within the deadline set to him through AM's order, then the works for the rectification of the defects can be executed at AM's care, in any way, to the detriment and on behalf of the Contractor, AM's reserving its rights as regards

the implementation of the remaining penalties against the Contractor foreseen by the Contract.

- 21.4** The provisions of the aforementioned paragraphs shall apply respectively in case the Contractor omits to fulfil his obligations regarding the maintenance of the Contract scope, for as long as maintenance activities fall under his responsibility.
- 21.5** The Contractor shall guarantee that all incoming materials and equipment to be incorporated into the vehicles shall be new, without any defects and that they shall fulfil the respective contractual terms that determine their type, category and remaining characteristics.
- 21.6** All equipment and materials checks specified in the contract documents and in the relevant technical specifications, codes, etc. shall be carried out in laboratories of the Contractor or his suppliers. If defective works, omissions or imperfections are ascertained, then AM, depending on the required type test, can request execution of the specific tests in laboratories officially recognized by the country of the Contractor or his Supplier.
- 21.7** In no way whatsoever can the Contractor invoke the presence of the supervisor or any other representative of AM on site the project, in order to exempt himself from his contractual responsibilities in relation to defective works, omissions or imperfections to be ascertained in the future. In any case, the Contractor shall remain responsible for the quality of the works executed.
- 21.8** The Contractor shall be held fully responsible for any delay in the progress or the completion of the supply deriving from the application of this article, unless the results of the laboratory tests are in favour of the Contractor or it is proven that the works are not defective.
- All checks foreseen in line with the contract documents and the relevant technical specifications, codes, etc. shall be carried out at the Contractor's laboratories.
- 21.9** If defects are not major and disproportionate expenditure is required for their repair, then a special order shall be issued for reduction of the Contractor's fee on a percentage basis.
- 21.10** Any activities or works for the repair of defects shall be executed immediately by the Contractor.
- 21.11** Should amendment works be executed, the Contractor is obliged to prepare the relevant documentation and submit it for approval to AM as per the terms of the Contract.

## ARTICLE 22 CONTRACT ADMINISTRATION - SUPERVISION OF WORKS BY AM

The Contract administration by AM and the supervision of its works shall be carried out through the monitoring and review to be exercised by the appointed Managing Department and aims at full adherence by the Contractor to the contract terms, in line with the rules of technology and science. The supervision of the Contract execution shall not remove, neither does it reduce the lawful and contractual responsibilities of the Contractor.

The Contractor is obliged to comply with AM's written instructions regarding the flawless, complete, prompt and workmanlike implementation of the supply.

**22.1** AM shall appoint and notify the Contractor in writing of the supervisor and his/her assistants who will perform the supervision of the executed work.

The responsibilities of the aforesaid supervisors, as described above, will indicatively and not restrictively be as follows:

22.1.1 Strict adherence to the approved designs and strict fulfillment of the contractual terms,

22.1.2 Quantitative and qualitative monitoring of the works under execution, in accordance with the time schedule of the supply,

22.1.3 Entry in the Project Diary, which is kept by the Contractor, of any comment made with regard to works under execution.

22.1.4 Checking the accounts, in view of making partial payments to the Contractor.

**22.2** Should AM fail to proceed to the quality control of the works under execution or should it fail to identify any defect to the works, the Contractor shall not be released from his contractual obligations nor will this prevent AM from requiring the correction of the defective work and/or its rejection.

**22.3** The documents pertaining to the Contract shall be communicated by the authorized representative of the Contractor to AM's Managing Department through a letter and vice versa. Each letter shall be transmitted at the address of the contracting party included in the Contract. The date of the document's receipt by AM shall be the date when the letter was received from the Document Control Centre of AM, which shall be verified by the respective DCC stamp on the said letter. Instructions about the type of letters shall be provided to the Contractor after the Contract signing.

**22.4** The fact that AM supervises the works in no case does it release the Contractor from any of his liabilities ensuing from his contractual

obligations and the applicable Legislation, neither does it imply that there is any employer's or his sub-contractor's liability.

## ARTICLE 23 CONTRACTOR'S PERSONNEL / "CONTRACT" MANAGER

**23.1** Upon signing the contract, the Contractor shall make known the name of his attorney to AM, the address of his head offices in Athens, as well as the personnel in charge working therein.

**23.2** The "**Contract**" **Manager**, who shall be a graduate Engineer with at least 10-years of experience in the Contract scope and have his seat in the vehicles' manufacturing plant area, shall take over his duties within twenty (20) calendar days upon signing of the contract at the latest. The Contract Manager shall appoint the **Contractor's Responsible Person in Athens**, who will monitor the execution of the tests and the commissioning of the vehicles and who must assume his duties upon the first vehicle delivery date.

The appointment of both persons mentioned above shall be notified to AM and be approved by the Managing Department.

**23.3** The "**Contract**" **Manager** and the **Contractor's Responsible Person in Athens** shall be fully **authorized by a proxy** to represent the Contractor in technical issues. **The same proxy shall also include a statement of these persons, whereby they accept their appointment and responsibilities.**

**23.4** The "**Contract**" **Manager** and the Contractor's Responsible Person in Athens shall be responsible for the workmanlike, flawless and safe performance of works and for the introduction and implementation of the required measures for the safety and protection of personnel and any third party during the execution of the Supply against any damage caused to works and structures of third parties. In addition, they shall be responsible for the tests and the commissioning of the vehicles.

**23.5** It is explicitly determined that the Contractor is liable before AM **for the acts and omissions of the "Contract" Manager or the Contractor's Responsible Person in Athens**. The service of the aforesaid persons shall be valid throughout the execution of the Contract. For their substitution, AM must provide its explicit written approval.

**23.6** AM, at its absolute judgment, may not grant its approval for the aforesaid persons if it deems that they do not possess the required qualifications and experience or they are not suitable for the said position.

In addition, AM is entitled to request that the Contractor to remove any of his employees deemed inappropriate for the safe and flawless manufacturing, commissioning and attending the tests of the vehicles, whose behavior towards AM's personnel or third parties was also considered improper.



In these cases, within a 10-day period upon the communication of AM's resolution, the Contractor ought to propose another person.

- 23.7** It is explicitly defined that the appointment of the aforementioned persons of the Contractor in no case does it release him from his responsibilities and obligations and that the Contractor always remains exclusively liable before AM.

#### **ARTICLE 24 SUB-CONTRACTORS / SUPPLIERS**

- 24.1** For awarding works to sub-contractors/suppliers, the Contractor shall make available to AM all necessary information about the candidate sub-contractors/suppliers, such as experience, financial data and equipment.

- 24.2** For awarding part of the supply, AM's written approval is required. This approval does not release the Contractor from his liabilities or responsibilities, neither does it develop any kind of relationship between AM and the sub-contractors/suppliers.

- 24.3** The Contractor shall be solely and exclusively responsible for the adherence on the part of the sub-contractor/supplier of the terms and conditions of this Contract and shall not be released from his responsibilities or guarantees as regards any part of the works under execution by his sub-contractor/supplier.

- 24.4** In no case is the Contractor entitled to award contracts to sub-contractors/suppliers representing a percentage over 50% of the overall value of the Contract, in line with Article 58, paragraph 2 Directive 2004/17/EC.

#### **ARTICLE 25 OPERATION & MAINTENANCE MANUALS**

- 25.1** The Contractor shall deliver the Operation and Maintenance Manuals upon the delivery of the fifth vehicle of the Supply at an AM's Depot in Athens, in accordance with the Approved Time Schedule.

- 25.2** In view of issuing the Completion Certificate and for the Provisional Acceptance of the overall Contract Scope, the Operation and Maintenance (O & M) Manuals Contractor should have been delivered, in line with the Document entitled "Performance Specifications".

Non-submission of the aforementioned information, as well as all the "As Built" Drawings, constitutes a reason for AM not to Accept the Supply.

#### **ARTICLE 26 TESTS – COMMISSIONING**

- 26.1** As required by the stipulations of the Document entitled "Performance Specifications" and the remaining terms of the Contract, the

Contractor shall carry out the required tests and will set the vehicles into operation.

For this work, the Contractor shall prepare detailed and analytical time schedules, as well as programs related to the required procedures.

The exact test and commissioning dates shall be confirmed by the Contractor at least thirty (30) days prior to their commencement.

- 26.2** All tests shall meet the requirements, which are determined and are considered necessary in order to ensure the "commissioning" foreseen by the Contract. The test results shall be submitted by the Contractor based on the approved methods and the stipulations of the document entitled "Performance Specification".

## **ARTICLE 27 CONTRACTOR'S LIABILITIES**

- 27.1** The Contractor must implement the overall Contract Scope, in accordance with the terms of the Contractual Documents. The Contractor is solely responsible for the completeness, quality, durability, performance and good operation of the vehicles, as well as the equipment and the materials composing the aforementioned vehicles, as well as for the flawless and workmanlike implementation of the Contract scope.
- 27.2** During the execution of the Contract, the Contractor is fully responsible for any damage, loss or wear that will be caused to the equipment, material or works related to the Supply.
- 27.3** The Contractor shall bear exclusively both civil and penal responsibility for any harm or death that may be caused to the persons engaged in the execution of the "Supply", or to third parties at any place where the Contractor exercises his activities regarding the said Supply. Therefore, the Contractor should take all the necessary safety measures in view of preventing such events.
- 27.4** The Contractor is solely and exclusively responsible for the design he has prepared and selection of the equipment, materials and the systems, as well as for their proper utilization in view of materializing the scope, as per the Contract terms.
- 27.5** The Contractor shall be obliged to complete the Supply timely and to execute all works required for the materialization of the Supply adhering to the Approved Time Schedule.
- 27.6** The Contractor remains exclusively responsible for adherence to the terms and requirements of this contract by his sub-contractors and for his relations with them.
- 27.7** There is no dependence relationship between AM and the Contractor, his personnel or his sub-contractors.

- 27.8** Should AM is obliged to pay any compensation for reasons due to the aforementioned causes, then this amount shall be withheld from the amounts due to the Contractor or the Contractor's guarantees.
- 27.9** Should materials, equipment, systems or work methods, software or any other items be utilized for the implementation of the Scope, these are covered by patent licenses, while the relevant license and expenses to obtain the rights to use these rights shall be borne by the Contractor.

## ARTICLE 28 INSURANCE

### 28.1 Personnel Insurance

a. The Contractor is obliged, without his responsibilities and obligations being limited, according to the Contract, to insure the Personnel, Machinery, Materials and Third Parties Liability with regard to the entire Project at his own expenses, on the basis of the stipulations of Greek Legislation and the present article. The insurance company to be selected by the Contractor must be able to insure similar scopes according to the relevant provisions and must operate lawfully in Greece, according to PD 400/70 entitled "Insurance of Private Company" to be applied as it is valid each time or in line with the European provisions on Freedom to Provide Services, as they are in effect.

b. The Contractor is obliged to insure in the Social Security Fund IKA-ETAM and other social security funds or organizations of main or auxiliary insurance all the personnel engaged by him or by his sub-contractors in Greece during the execution of the Supply, according to its specialties and in accordance with the provisions about IKA-ETAM or other insurance funds or organizations.

The Contractor ought to have insured his laborers and technicians and other personnel not falling within the provisions about IKA-ETAM or other main insurance organizations against accidents in insurance companies, according to the provisions of para. 28.1 of this article. This provision applies both to Greek and foreign personnel.

c. The content of the said Insurance Policies must necessarily be in accordance with the stipulations of this article. If in AM's judgment corrections are required, the Contractor shall take them into consideration. In case of the Contractor's non-compliance with all the above, AM is entitled to conclude these insurance policies by itself on behalf and at the expense of the Contractor. The original Insurance Policies, along with the premium receipt, shall be submitted as follows.

### 28.2 Supply Insurance

The Contractor is obliged to insure the Supply at hand at the following stages of the execution of the Contract:

28.2.a) At the Vehicles Transportation stage from the country or their manufacturing plant until arrival at AM's facilities in Athens. The said draft insurance policy must be submitted to AM for review at least two (2) months prior to the first loading. The relevant original insurance policy should be submitted to AM at least one month prior to the first loading.

28.2.a1) The **Scope** of the Supply at hand shall consist in the overall value of the Supply (pricing value plus duties and transportation fees) from the country or the manufacturing plant until arrival at AM's facilities with the minimum coverage according to clause C, accidents during loading-unloading of the equipment and total-partial theft \*the incoterm CIF must provide for delivery at AM's premises). AM may request insurance of materials of its property that must be transported at the Contractor's liability, in the framework of the Supply.

28.2.b) From the arrival of the first vehicle (partial or not) at AM's premises in Athens until the Approval of the Final Acceptance Protocol, for each Trial Run required and for the Storage at AM's premises, a Material Damage Insurance Against All Risks of the Supply is required. The draft of the above insurance policy (-ies) must be submitted to AM for approval within a two (2) month-period before the arrival of the equipment at AM's premises in Athens. The original insurance policy (-ies) must be submitted to AM at least five (5) working days prior to the first arrival of the equipment.

The scope of the insurance shall consist in the overall value of the Contract scope (vehicles, spare parts, tools, services, the full cost for each type of materials to be supplied by AM to be incorporated, etc.), including any supplements to the Contract.

The Contractor is obliged to request the insurance Company to re-adjust the insured capital, according to the actual value of the Contract valid each time, and the Insurance Company waives its claim for under-insurance right. This insurance coverage shall be provided against any loss, damage or destruction, partial or total, due to or caused by any reason whatsoever [i.e. *force majeure*, earthquakes, accident during transportation, accidental incidents, as well as erroneous design and/or production/assembly of materials, manufacturer's risk, defective materials, erroneous work etc.] except for the risks normally exempted and not covered by the usual insurance policies MATERIAL DAMAGE AGAINST ALL RISKS (e.g. war, invasion, rebellion, popular uprising, revolution, seizure, pollution by radiation or ionizing radiation etc.).

The insurance policies mentioned in the above paragraph should be concluded in the name of both AM and the Contractor.

28.2.b1) **Duration of insurance:** The insurance company's liability commences upon the arrival of the first Vehicle at AM's facilities in Athens and expires upon the approval of the Final Acceptance

Protocol. The aforementioned insurance policy (-ies) AGAINST ALL RISKS shall be submitted by the Contractor to AM, as per the stipulations of this paragraph 28.2.b.

For AM to ensure its requirements against the Contractor in relation to the amounts that it has already paid to him, the Contractor ought to request that his insurance company includes the following special term in the insurance policy:

- "In case of partial or full destruction or damage of the scope:

For the insurance company to pay to the Contractor the relevant compensation for the damage, it must have previously received the written consent of AM for this purpose.

In case AM does not provide to the insurance company the said consent, automatically and without further formulations (special or other kind of order or authorization from the Contractor), the claim of the Contractor against the insurance company for the payment of the relevant compensation is ceded to AM and the insurance company accepts henceforth and is obliged to pay the relevant compensation to AM, following AM's request to this end.

The transfer of the Contractor's claim to AM does not release him in any way from his responsibilities and obligations deriving from the Contract.

It is agreed that any amount not insured or not recovered by virtue of the aforementioned insurance policy AGAINST ALL RISKS, is covered by the Contractor according to his responsibilities deriving from the Contract".

### 28.2.c) **Civil Liability Insurance**

28.2.c1) The **scope** of this insurance is to cover the Contractor's Third Party Civil Liability and the Insurance Company ought to pay compensation sums to third parties for bodily injuries, moral distress or moral damage and material damage to movable or fixed property caused during and on account of works related to tests and commissioning, maintenance, repair of damage and various other arrangements, whenever these are implemented and provided that they are carried out within the framework of the Contractor's contractual obligations.

**Insurance duration:** The Insurance Company's liability shall commence upon the arrival of the first Vehicle at AM's facilities and ends upon the approval of the Final Acceptance Protocol.

28.2.c2) The **indemnification limits** of a third party civil liability insurance policy are defined per incident as follows:

- a) For **material** damage, direct or indirect, to third party property, irrespective of the number of any third parties who have suffered damage:

€ 5,000,000

- b) For **bodily** injury or death of third parties **per individual and per accident**

€ 1,000,000

- c) For **bodily** injury or death of third parties after a **group** accident, irrespective of the number of the injured parties:

€ 5,000,000

- d) **Highest** liability limit of insurers throughout the duration of the insurance coverage

€ 10,000,000

28.2.c3) This insurance policy shall include the following **special** terms as well:

- a) AM, its overall personnel, any of its consultants and their personnel, are regarded as third parties, according to the terms and the exceptions of Cross Liability.
- b) The insurance company ought to refute any case raised against the Contractor or AM and their personnel if the injury or damage involved is due to an act or omission of the above personnel, which is covered by the third party civil liability insurance policy, while it will pay any warranty amount for the abrogation of any seizure etc. related to the civil liability within the limits of the amounts referred to in each case as the highest liability limits of the insurers.
- c) The insurance company shall waive any right of action against AM, its consultants, its partners and their employees, if the injury or damage involved is due to an act or omission of the above personnel,

The draft insurance policy for third party civil liability shall be submitted by the Contractor to AM two (2) months prior to the delivery of the first Vehicle to AM. The original Third Party Civil Liability Insurance Policy, which is required for the coverage of the civil liability of the Contractor due to the execution by the said Contractor of works or any other relevant arrangement and within the framework of his remaining contractual obligations, shall be submitted at least within five (5) working days prior to the aforementioned deadline.

- d) The Contractor is obliged to insure AM's employees, its consultants and their personnel who will travel to the country where the Vehicles will be manufactured in view of monitoring the works of the Contract, from the moment they depart AM's premises up to their return to these premises and throughout their staying there.

### **28.3 Mandatory Terms**

The Insurance policies must necessarily include the following terms:

- a) AM shall be co-insured.
- b) It must be explicitly mentioned that the sense of the word "Contractor" means all kind of personnel engaged under any work relation whatsoever with the Contractor in the subject Project, as well as the Contractor's Sub-Contractors and Sup-suppliers.
- c) The insurance policies in question cannot be cancelled, modified or terminated without written notice, sent by registered mail sixty (60) days beforehand to the Contractor, as well as to AM by the insurance company.
- d) The insurance company waives its rights to raise a case against AM, its employees, its consultants, its associates and their employees, in case the injury or damage derives from an act or omission of the aforementioned persons not due to grievous negligence.
- e) In case of total or partial interruption of the works due to the Contractor's liability, the Contractual Scope, whichever the phase it is found in, may be insured against all possible risks by AM and the insurance costs shall be borne by the Contractor.
- f) The insurers waive their right for under-insurance.
- g) AM's liability arising from Article 922 of the Civil Code is covered (employer's liability).

### **28.4 General insurance terms**

When drafting the insurance contracts to be concluded in the framework of this article, the following shall be in effect, namely:

- a) All insurance policies referred to herein shall be submitted to AM for approval, in line with the specific provisions of articles 28.1 – 28.2.
- b) In entering into all the above insurance contracts, the Contractor must be conforming and be taking into account the provisions of the Laws, Decrees, and Regulations, etc. each time in force and effect in Greece.



- c) The Contractor should adhere to the terms stipulated in the insurance policies and compensate AM against any losses and claims that may ensue from an omission of the Contractor to comply with or meet the stipulations of the insurance policies. The insurance coverage, financial and insurance terms, exceptions, exemptions etc. provided for, are subject, in any case, to AM's final approval.
- d) The aforementioned insurance policies do not remove or limit in any way the obligations and liabilities of the Contractor, arising from the Contract, especially with regard to the exceptions, rebates, privileges, restrictions etc. provided for by the relevant insurance policies and the Contractor remains exclusively responsible for the repair of damage caused to persons and/or property even beyond the amounts covered by the above policies.
- e) In case the insurance company the Contractor concluded the above insurance policies with omits or refuses to pay (totally or partially) any damage or injury etc. for any reason or cause whatsoever, then the Contractor is exclusively responsible for settling the damage or injury etc. not paid in full according to the terms of this Contract and AM is entitled to deducting, from amounts payable to the Contractor, or from any kind of his guarantees, the amounts that, in its judgment, are required for the repair of the injury or damage in question.
- f) AM reserves its right to deduct from amounts payable to the Contractor any amount or render payable an equivalent amount from the Good Performance Letter of Guarantee that cannot be received from the insurance company due to exclusions, exemptions etc. according to the terms of the relevant insurance policies.
- g) In case the Contractor omits or neglects to submit for approval the insurance policies, or comply with his insurance obligations, in general, or in case the insurance policies that he will conclude are considered non satisfactory by AM, then the latter is entitled to conclude, in the name and at the cost of the Contractor, the required insurance policies and to deduct (interest-bearing and on the basis of the lawful overdue interest) the premium rate either from the amounts payable to the Contractor or by rendering payable an equivalent amount from his Good Performance Letter of Guarantee. In this case, AM shall act via an irrevocable order and on behalf of the Contractor, should this be to AM's interest.

In addition, in case the Contractor neglects or is reluctant to pay to the insurers the premium due, then AM, in view of avoiding any nullification of the insurance policy(-ies), shall be entitled to pay the premium to the insurers on behalf of the Contractor and to deduct same from the amounts payable to him, in line with the above.

## **ARTICLE 29 HEALTH AND SAFETY**

- 29.1** The Contractor is obliged to execute all works related to the present Contract which are being executed in Greece, i.e. delivery at the

Depot (unloading/loading/transport). Testing and commissioning, implementing the provisions concerning the health and safety provided for by both the Greek and the EU legislation.

In case there is not any relevant Greek or EU legislation, The Contractor is obligated to implement relevant internationally recognized codes, as well as the good practice prevailing in other European States.

**29.2** The Contractor is hereby rendered exclusively responsible and liable for the introduction of all prevention and protection measures concerning its personnel, and the personnel of any subcontractors of his, AM's, STASY's and third parties' personnel for any incident (to a person or to a property) which may occur in the areas in Greece where he executes works, even if he applied the specifications approved by AM, given that they do not prohibit the Contractor to introduce any additional measure required according to his judgment.

**29.3** Within at least thirty (30) calendar days before the commencement of works in Greece the Contractor shall submit to AM in two copies his health and safety plan.

This plan of the Contractor shall be detailed with regard to the procedures and the measures he has to introduce for the health and safety of his personnel, AM's and STASY's personnel and third parties.

This plan shall be checked and approved or returned to the Contractor with comments within fourteen (14) calendar days.

In case the plan is returned with remarks, then, within seven (7) calendar days upon receiving the subject remarks, the Contractor is obliged to re-submit his health and safety plan for approval to AM, which (AM) should re-consider it within seven (7) calendar days upon its receipt.

**No work shall be executed in Greece, unless AM approves the Contractor's Health and Safety Plan.**

All expenses related to the above shall be borne by the Contractor and are included in his Offer.

## **ARTICLE 30 ADHERENCE TO LAWS, POLICE REGULATIONS - ISSUANCE OF PERMITS**

**30.1** Throughout the execution of the works and tests pertaining to the Supply, the Contractor is obliged to comply with the laws of the State where works are performed, the decrees and regulations, the police regulations or orders, as well as all lawful requirements of any public, municipal or other authority referring and applying to any means to the Contractor and his works related to the progress and completion of the supply.



- 30.2** The Contractor, being responsible for adhering to laws etc., is obliged to inform AM immediately on the orders addressed or copied to him throughout the execution of the works and the documents of the various authorities with regard to the indicated measures of control, safety etc.
- 30.3** In addition, the Contractor is obliged to issue, at his own care, responsibility and expenses, any permit foreseen by the above Laws, decrees etc. and required for the execution of his works. Prior to the submittal of any request of the Contractor related to the above permit, AM shall be informed, in order to provide its concurrence and accord for the issuance of the said permit. AM will assist and support the Contractor in obtaining the necessary permits, without being liable for any delays.

## ARTICLE 31 IMPORT - TRANSPORTATION

In case the Vehicles or part of the Supply's scope is manufactured abroad and is imported in Greece, then the Contractor is responsible to issue the permit for the import in Greece, which shall be in his name, and to obtain any other required relevant permits, approvals, etc., from the national public authorities. AM shall make any possible effort to assist the Contractor timely in view of meeting the said requirements. The expenses related to the import the vehicles in Greece shall be borne by the Contractor.

Upon approval by AM, the import of vehicles in Greece can be effected by the Contractor in the name of AM; in this case, the pertinent expenses shall be borne by the Contractor.

In addition, the Contractor is responsible for the transportation of the vehicles from its manufacturing plant and for its delivery at the Tramway Facilities in Athens. This procedure shall be implemented, in accordance with the provisions of the INCOTERMS (International Commercial Terms).

## ARTICLE 32 TAXES, DUTIES, CONTRIBUTIONS, RETENTION

The Contractor shall pay all taxes, contributions and duties of any kind related to the Supply of the Vehicles and the Contractual scope, in general works, except VAT to be borne by AM. AM shall not be responsible for the aforesaid taxes, contributions and duties of any kind. The Contractor shall be obliged to pay the above taxes, contributions and duties even if they are imposed in the name of AM, being liable before AM for any relevant expenditure or damage that AM may suffer due to the Contractor's omission to fulfill his aforesaid obligation.

## ARTICLE 33 TERMINATION OF THE CONTRACT – CONTRACTOR'S FORFEITURE

**33.1** AM reserves the right, until the completion of the Contractual Scope and in any phase or at any stage of the progress of this scope, to interrupt its progress and proceed with the termination of the Contract. In this case, the Contractor's compensation shall be effected in line with the provisions of article 33.3 herein.

**33.2** In case the Contractor violates his Contractual obligations and does not adhere to the conditions of the Contract, then AM shall proceed to the contract termination and to the forfeiture of the Contractor. The Contractor shall be considered as violating his Contractual obligations in case:

- he provides services or products which do not meet the requirements of the Specifications of the Contract and he refuses to comply with them,

- he does not adhere to the Time Schedule of the Supply or does not make any progress, thus, endangering the materialization of the Contract scope within the prescribed deadlines,
- he gives up or refuses to execute Works in accordance with the terms of the Contract for which he is directed or instructed accordingly by AM,
- he refuses to rectify faults or defects that are due to him and fall under his obligations during the Warranty period of the Supply,
- he declares bankruptcy or becomes insolvent for any reason whatsoever.
- he fails to utilize the resources of third parties that he invoked to utilize during the submission of this offer.

In any of the above cases, AM shall notify the Contractor in writing on the kind of violation and its intention to proceed with the Termination of the Contract and the Contractor's forfeiture, setting a reasonable deadline of compliance.

In case the Contractor does not correct the violation within the said reasonable time period or does not prove - through satisfactory data - the introduction of immediate measures for the remedy of this violation, then AM may proceed with the Termination of the Contract and the Contractor's forfeiture.

**33.3** In all cases mentioned above, the Contractor shall only receive the amount corresponding to works that have been executed in accordance with the Contract and have been approved by AM, while any other claim of the Contractor for Works which have not been executed in accordance with the Contract as well as for direct or indirect damage, are explicitly excluded. The penal clauses as well as any other financial claims of AM as provided for by the Contract are deducted from the price due to the Contractor.

**33.4** **In case the Contractor is forfeited, then the entire Good Performance Letter of Guarantee shall become payable to AM.**

#### **ARTICLE 34 OWNERSHIP OF THE SUPPLY – COPYRIGHT – OWNERSHIP OF INDUSTRIAL PROPERTY**

**34.1** The contractual price also includes transference to AM of the right to use all Contractor's and his Sub-Contractors'/Suppliers' copyrights, which are incorporated into this Supply.

**34.2** AM is entitled to unobstructedly exercise all powers ensuing from the copyrights, in the framework of its statutory purpose, to make them further available for improvement, upgrading, modernization, operation and maintenance of the Vehicles.

**34.3** The contractual price also includes, at no additional cost further to the payment of the contractual price, the transference to AM, for a period of fifty (50) years, of the right to use any patent product, or utility model or any product of industrial property produced or utilized by the Contractor in the framework of this contract, to the extent, in the

manner and with the means that AM deems appropriate in the framework of its statutory purpose, while the present document serves as a written proof of the transference of these Contractor's rights to AM.

- 34.4** It is forbidden to the Contractor or to any third party – to be employed by the Contractor - within the framework of the contract, to use, reproduce or allot to third parties in any way and for any reason whatsoever the material that he has produced or used exclusively for this Supply, either the Project Owner took delivery of it or not, without AM's prior written permit.
- 34.5** The Contractor must, each time he delivers to AM any work incorporating intellectual rights or constituting a product of a third party's industrial property, provide AM with a written evidence issued by that third party creator, whereby the Contractor received the right to use, in the framework of this Supply and transfer its rights over to AM, to the extent, in the manner and with the means required, aiming at the operation, maintenance and upgrading of the Vehicles. AM bears no responsibility before the third party creator. In case the Contractor does not undertake the aforementioned actions, then it is assumed that he himself is the beneficiary.
- 34.6** The Contractor has to state to AM the name of the sub-contractor/supplier to be placed on the material/equipment/system. In case the Contractor fails to make that statement, it will be presumed that the material/equipment/system belongs to the Contractor.
- 34.7** In case of a breach of the Contractor's obligations, which are all regarded to be essential, AM shall be entitled to claim compensation for each damage it incurs as a result of the action or omission of the Contractor's.
- 34.8** As to the remaining aspects, any one of them not otherwise regulated by this document, collaterally applicable are the provisions of Law 2121/93 for the protection of intellectual rights, as this has been amended and is in force, as well as the provisions of the Greek Legislation concerning the protection of industrial property.

#### **ARTICLE 35 COMPENSATION FOR PATENT AND COPYRIGHT**

With this document, the Contractor assumes the responsibility to assist, defend and compensate AM, as well as its representatives, from and against all claims, damage and expenses, should any idea, product, design, equipment, material, software and source code, procedure, lawfully registered material or confidential information or any part of the above, etc., offered in the framework of the present contract, constitute violation of a pattern or a copyright or a lawfully registered material or stealing of commercial secrets.

#### **ARTICLE 36 UTILIZATION OF COMPUTER TECHNOLOGY BY THE CONTRACTOR**

- 36.1** All data, which, in line with the contract documents, the Contactor is obliged to deliver throughout the duration of the contract up to its final acceptance of the scope of Supply by AM, shall be delivered in an electronic format too, in accordance with the technical instructions issued by AM.
- 36.2** The deliverables that must be handed over in electronic form, as well as the electronic "format" of the delivered files, shall be as specified below, not limited to that:
- 36.2.1** Any type of text (reports, letters, etc.) shall be in Microsoft **Word 2000** or the release applicable at the date of the Contract signing.
- 36.2.2** Any type of tables (reports, statistics, diagrams) shall be in Microsoft **Excel 2000** or the release applicable at the date of the Contract signing.
- 36.2.3** Any type of construction drawings shall be in **dwg** files (AutoCAD 2000 or newer) for mechanical drawings and the respective software for electrical drawings, in line with the requirements of the Document entitled "Performance Specifications".
- 36.2.4** Flow charts, charts or other type of drawings apart from construction drawings shall be in MICROSOFT **Visio 2000** files or the release applicable at the date of the Contract signing.
- 36.3** Any designs or special calculations must also be delivered in an electronic format if they come as the result of using specialized computer software. The delivery shall not contain only the results but all necessary data based on which AM would be in a position to create a similar work environment in its own computer in order to further process the designs or calculations.
- 36.4** If the Contractor uses software, which is not used by AM, but nevertheless this software can export in a format used by AM, then the Contractor is obliged to deliver the files in that specific format.
- 36.5** In addition, in case AM uses specialized software for various designs and calculations and the Contractor is contractually obliged to deliver relevant information during the Project, then these data shall be delivered in a format that can be processed in this specialized software.

#### **ARTICLE 37 PUBLICITY AND ADVERTISEMENT - CONFIDENTIALITY**

The Contractor shall not proceed with any announcement and shall not notify in any manner whatsoever any information about the Contract to any third party, agency, legal entity, official body, etc., without the prior written consent of AM.

In line with the requirements of the European Commission Regulation (EC) 1828/08.12.2006, the Contractor must install signs inside the



vehicles, as well as at locations and dimensions to be agreed upon by AM during the preparation of the design.

Throughout the validity period of this Contract, as well as upon its expiry, the Contractor assumes the obligation to keep confidential and not to inform third parties without the prior written consent of AM, any documents or information he received while fulfilling his obligations and providing his services based on this Contract.

The Contractor shall not proceed to any announcement, shall not take any photographs and shall not communicate any information concerning the contract or the project of Tramway or any of its part to the public, the press, any natural or legal entity or to any official body etc., unless he has previously received the written consent of AM.

#### **ARTICLE 38 PROHIBITION FOR SUBSTITUTION**

The Contractor shall not be entitled to be substituted for the entire or a part of the Supply, without the previous written consent of AM.

#### **ARTICLE 39 PARTICULAR OBLIGATIONS OF THE CONTRACTOR FOR OVERTIME, NIGHT WORK AND WORK DURING DAYS OFF AND HOLIDAYS**

It is permitted to carry out overtime or night work and work during days off and holidays, according to the stipulations of the Greek Laws and the remaining provisions that have been published in execution thereof. In case of executing such works, the Contractor is not entitled to ask for additional compensation. During the execution of such works, the Contractor is obliged to secure the relevant permits and comply with all Laws and provisions, such as police regulations, other regulations, etc. pertaining to such works. Should AM consider that overtime or night work or work during days off and holidays is necessary, then the Contractor is obliged to proceed to the execution of the above-mentioned works without raising objections and without receiving any particular compensation.

The Contractor is obliged to execute all works required for the materialization of the Supply within the contractual deadline without being entitled to any additional compensation for any overtime or night work or work during days off and holidays. Should the Contractor be unable to secure an approval for working overtime, this will not constitute a reason for extension to the deadlines for the execution of the Supply.

During the execution of night work, the Contractor is obliged to provide at his expense additional and satisfactory illumination for the safety of his personnel and third parties and of the property in general, as well as adequate means allowing the proper and flawless execution of the works.

The Contractor should take into consideration the legislation in force concerning the noise pollution in the areas where the Supply related works are executed and the resting hours when scheduling the execution of the works. During resting hours and night hours, executing works causing disturbance should be avoided; if these works are necessary, then adequate measures should be taken so that no disturbance is caused during resting hours.

#### ARTICLE 40 INCREASE IN THE CONTRACT SCOPE

**40.1** In case the scope of the Contract needs to be increased, then AM shall maintain the right consider the issue in view of the provisions of Directive 2004/17/EC and, more specifically, of Article 40, PD 59 (FEK 63-16/03/07) related to the Adaptation of the Greek Legislation to the provisions of the aforesaid Directive.

**40.2** The Contract increase cannot exceed 15% of the Contract Price of the Supply. As regards this increase, AM shall give a written instruction to the Contractor that the Contractor is obliged to implement.

**40.3** The amount of increase shall be calculated based on the Contract Unit Prices, as these have been specified in the Contractor's Financial Offer.

#### ARTICLE 41 SYSTEM'S COMPATIBILITY

The Contractor shall ensure the compatibility of the new vehicles, as regards the existing railway systems and the railway systems under construction.

Anytime a new system for installation is to be interconnected to the respective existing Tramway system and/or the operation control center, then both systems have to be fully compatible and the Contractor shall be responsible to this end.

Further to the Contractor's request, AM shall provide access to the existing equipment of the existing system, as well as to the necessary and available technical information, further to the Specifications provided.

#### ARTICLE 42 FORCE MAJEURE

In case the Contractor invokes *force majeure*, he shall then be obliged within a 20-calendar day period, as of the date that the incidents constituting the *force majeure* took place, to report them in writing and submit to AM the pertinent evidence. In case *force majeure* does exist, then the Contractor shall be entitled to an extension to the deadline, should the critical path of the Time Schedule is affected. This extension to the deadline shall constitute the sole compensation of the Contractor for this delay and he shall not be entitled to any further compensation.

#### ARTICLE 43 DIRECT LOSSES SUFFERED BY THE CONTRACTOR - DELAY CAUSED BY THE OWNER OF THE SUPPLY

**43.1** Should the Contract works be interrupted at the liability of AM, in this case and for the time period during which works have been interrupted, AM shall compensate the Contractor only as regards any eventual direct losses suffered by the Contractor due to the interruption of the works.

Direct losses include expenses for leasing mechanical equipment, which remains always at the disposal of the Contractor **exclusively** for meeting the needs of the Supply, fees of the idle personnel necessary for the execution of the Supply, bank fees for letters of guarantee, expenses for storehouse keeping, maintenance and insurance expenses related to the Supply.

It is hereby clarified that foregone profits are not included in the direct losses.

**43.2** The Contractor shall be entitled to receive compensation for any delay caused by AM on condition that he submits a written request for compensation for the direct losses he suffered only during the interruption of the works, i.e. for the time period that elapses from the date of the submission of the request until the date when works resume.

**43.3** AM shall approve the Contractor's request for any direct losses suffered by himself only upon submission to AM of detailed documentation certifying the direct losses suffered.

#### ARTICLE 44 SETTLEMENT OF DISPUTES

Any dispute that may arise, as regards the interpretation and execution of the Contract after the failure for any amicable settlement, shall be settled by the Athens Courts, which are competent for all disputes. The Greek Law is applicable for this Contract.

#### ARTICLE 45 COORDINATION – COOPERATION OF CONTRACTORS AND STASY

**45.1** The coordination between the Contractor of this Contract and the remaining AM's Contractors – as regards interface related issues – shall be effected through AM during the design, construction, supply, installation, testing and commissioning phases of the Vehicles and Equipment. However, it is the Contractor's responsibility to identify and request clarifications as regards interface related issues within the time float foreseen by the Approved Time Schedule, as well as to provide information regarding these interface related issues.

The Contractor is obliged to participate effectively in the meetings to be held by AM whenever this is required, aiming at promoting the implementation of the works, the time schedule for their execution, the exchange of information for the resolution of issues pertaining to the Supply and, mainly, for interface related issues.

Any direct communication among AM's Contractors shall not be binding for AM. The Contractor shall submit in writing to AM his requests, recommendations or remarks – if any - regarding his cooperation and the coordination of his works with the remaining AM's Contractors.

- 45.2** The Contractor shall bind himself to cooperate with the Contractors of AM who are related to the Tramway projects and to provide operation related interfaces with other Contractors. In addition, he shall be obliged to facilitate the remaining Contractors by regulating his work execution sequence.

AM reserves the right to request the Contractor, within the framework of the approved time schedule of the Supply, to execute his works in such a manner and sequence, so as to minimize the interfaces with the works of the remaining AM's Contractors and the Contractor shall be obliged to comply with the above.

- 45.3** Especially, during the testing and commissioning phases of the Vehicles, the Contractor is obliged to cooperate with STASY too, in order to schedule with precision the tests and their sequence.

ΥΠΟΔΕΙΓΜΑ Α

ΕΓΓΥΗΤΙΚΗ ΕΠΙΣΤΟΛΗ ΚΑΛΗΣ ΕΚΤΕΛΕΣΗΣ

Προς την  
ΑΤΤΙΚΟ ΜΕΤΡΟ Α.Ε.  
Μεσογείων 191-193  
Αθήνα

ΕΓΓΥΗΤΙΚΗ ΕΠΙΣΤΟΛΗ ΥΠ' ΑΡΙΘΜ. \_\_\_\_\_ ΓΙΑ ΠΟΣΟ ----- ΕΥΡΩ

1. Με την επιστολή αυτή σας γνωστοποιούμε ότι εγγυόμαστε ρητά, ανέκκλητα και ανεπιφύλακτα, ευθυνόμενοι απέναντί σας εις ολόκληρο και ως αυτοφειλέτες υπέρ να προστεθεί η Επωνυμία του Αναδόχου για ποσό ΕΥΡΩ ..... Στο ως άνω ποσό περιορίζεται η ευθύνη μας για την καλή εκτέλεση των όρων της μεταξύ της ΑΤΤΙΚΟ ΜΕΤΡΟ Α.Ε. και της ως άνω εταιρείας ..... βάσει της μεταξύ των Σύμβασης Εκτέλεσης: «**ΠΡΟΜΗΘΕΙΑ ΤΡΟΧΑΙΟΥ ΥΛΙΚΟΥ (ΣΕΙΡΑ II) ΤΟΥ ΤΡΟΧΙΟΔΡΟΜΟΥ ΤΗΣ ΑΘΗΝΑΣ**».
2. Παραιτούμαστε ρητά και ανεπιφύλακτα από την ένσταση του ευεργετήματος της διαιρέσεως και διζήσεως, από το δικαίωμα προβολής εναντίον σας όλων των ενστάσεων του πρωτοφειλέτη ακόμη και των μη προσωποπαγών και ιδιαίτερα οποιασδήποτε άλλης ένστασης των άρθρων 852-856, 862-864 και 866-869 του Αστικού Κώδικα, όπως και από τα δικαιώματά μας που τυχόν απορρέουν από τα υπόψη άρθρα.
3. Σε περίπτωση που, αποφανθείτε με την ελεύθερη και αδέσμευτη κρίση σας την οποία θα μας γνωστοποιήσετε ότι η υπέρ ης η παρούσα εγγύηση εταιρεία δεν εκπλήρωσε την υποχρέωσή της για την καλή εκτέλεση της σύμβασης που αναφέρεται ανωτέρω, σας δηλώνουμε ότι αναλαμβάνουμε με την παρούσα επιστολή, τη ρητή υποχρέωση να σας καταβάλλουμε εντός τριών (3) ημερών από την ημέρα κοινοποίησης στην Τράπεζά μας της σχετικής ειδοποίησής σας, χωρίς οποιαδήποτε αντίρρηση, ολόκληρο ή μέρος του ποσού της εγγύησης, σύμφωνα με τις οδηγίες σας.
4. Για την καταβολή της υπόψη εγγύησης δεν απαιτείται καμία εξουσιοδότηση, ενέργεια ή συγκατάθεση της υπέρ ης η παρούσα εγγύηση εταιρείας ούτε θα ληφθεί υπόψη οποιαδήποτε τυχόν ένσταση ή επιφύλαξη ή προσφυγή αυτής στη διαιτησία ή στα δικαστήρια, με αίτημα τη μη κατάπτωση της εγγυητικής επιστολής, ή τη θέση αυτής υπό δικαστική μεσεγγύηση.
5. Σας δηλώνουμε ακόμη ότι η υπόψη εγγύησή μας θα παραμείνει σε πλήρη ισχύ μέχρι να επιστραφεί σ' εμάς η παρούσα εγγυητική επιστολή. Μέχρι τότε, θα παραμείνουμε υπεύθυνοι για την άμεση καταβολή σ' εσάς του ποσού της εγγύησης.
6. Σε περίπτωση που ανακύψει διαφωνία ως προς την εγγύηση αυτή ή τις σχετικές πληρωμές, η διαφορά θα επιλύεται στα καθ' ύλη αρμόδια δικαστήρια των Αθηνών.



**PROJECT: "SUPPLY OF ROLLING STOCK  
(SERIES II) FOR THE ATHENS TRAMWAY"**

**RFP-273/15**

**CONDITIONS OF CONTRACT**

**A.Σ. 20783**

Βεβαιούμε επίσης ότι, με την έκδοση της παρούσας εγγυητικής επιστολής, δεν υφίσταται παράβαση των διατάξεων που αφορούν το καθορισμό ανώτατου ορίου για την έκδοση εγγυητικών επιστολών από τη Τράπεζα μας.



**SAMPLE B**

**GOOD PERFORMANCE LETTER OF GUARANTEE**

To  
ATTIKO METRO A.E.  
191-193 Messogion Avenue  
Athens 115 25

**LETTER OF GUARANTEE No \_\_\_\_\_ FOR THE AMOUNT OF  
EURO.....**

1. We hereby wish to inform you that we explicitly, irrevocably and unreservedly guarantee, bearing an actual debtor's full responsibility, in favor of ..... for an amount of .....EURO. Our liability is confined to the aforementioned amount for the good performance by the Contractor of the terms of the Contract entitled "**SUPPLY OF ROLLING STOCK (SERIES II) FOR THE ATHENS TRAMWAY**", which was signed between the aforesaid Contractor and ATTIKO METRO A.E.
2. We explicitly and unreservedly waive our right to apply the benefit of division and discussion, the right of bringing against you all the objections of the principal debtor, including even the non-personal ones and, in particular, all those objections falling within articles 852-856, 862-864 and 866-869 of the Greek Civil Code, as well as our rights that may arise from the aforementioned articles.
3. In case you decide based on your free judgment, which you will communicate to us, that the company in favor of which this LoG is issued did not fulfill its obligation for the good performance of the contract mentioned above, we affirm that we assume through this letter of guarantee the explicit obligation to pay to you within a three-working day period upon receipt of your communication by our Bank, without any objection, of all or part of the amount covered by this guarantee, according to your instructions.
4. For the payment of the subject guarantee, no authorization, action or concurrence is required from \_\_\_\_\_ nor is there going to be given any consideration to any objection or reservation or recourse of the aforementioned company to arbitration or courts, against payment of the guarantee or its placing under judicial sequestration.
5. We further affirm that our guarantee shall remain in full force until return of this letter of guarantee. Until then we remain responsible for paying to your Company the amount covered by this guarantee immediately.
6. Any dispute that may arise with regard to this guarantee or to any payment thereunder, shall be settled by the competent courts of Athens Greece.

We, moreover, state that by the issue of this guarantee there is no exceeding of the limits that have been set and are applicable to our Bank with regard to the letters of guarantee issued by ourselves.



ΥΠΟΔΕΙΓΜΑ Γ

**ΕΓΓΥΗΤΙΚΗ ΕΠΙΣΤΟΛΗ ΠΡΟΚΑΤΑΒΟΛΗΣ**

Προς την  
ΑΤΤΙΚΟ ΜΕΤΡΟ Α.Ε.  
Μεσογείων 191-193  
Αθήνα

**ΕΓΓΥΗΤΙΚΗ ΕΠΙΣΤΟΛΗ ΠΡΟΚΑΤΑΒΟΛΗΣ ΥΠ' ΑΡΙΘΜ.....ΓΙΑ ΠΟΣΟ**

.....

1. Με την επιστολή αυτή σας γνωστοποιούμε ότι εγγυόμαστε ρητά, ανέκκλητα και ανεπιφύλακτα, ευθυνόμενοι απέναντί σας εις ολόκληρο και ως αυτοφειλέτες υπέρ (να προστεθεί η Επωνυμία του Αναδόχου).....για ποσό ..... ΕΥΡΩ ..... Στο ως άνω ποσό το οποίο ισούται με το χχχ του οφειλομένου ποσού τμηματικής πληρωμής περιορίζεται η ευθύνη μας για την προκαταβολή που εδόθη στην .....βάσει της μεταξύ της ΑΤΤΙΚΟ ΜΕΤΡΟ Α.Ε. και της ως άνω εταιρείας Σύμβασης για την «**ΠΡΟΜΗΘΕΙΑ ΤΡΟΧΑΙΟΥ ΥΛΙΚΟΥ (ΣΕΙΡΑ ΙΙ) ΤΟΥ ΤΡΟΧΙΟΔΡΟΜΟΥ ΤΗΣ ΑΘΗΝΑΣ**».
2. Παραιτούμαστε ρητά και ανεπιφύλακτα από την ένσταση του ευεργετήματος της διαιρέσεως και διζήσεως, από το δικαίωμα προβολής εναντίον σας όλων των ενστάσεων του πρωτοφειλέτη ακόμη και των μη προσωποπαγών και ιδιαίτερα οποιασδήποτε άλλης ένστασης των άρθρων 852-856, 862-864 και 866-869 του ελληνικού Αστικού Κώδικα, όπως και από τα δικαιώματά μας που τυχόν απορρέουν από τα υπόψη άρθρα.
3. Σε περίπτωση που, αποφανθείτε με την ελεύθερη και αδέσμευτη κρίση σας την οποία θα μας γνωστοποιήσετε ότι η υπέρ ης η παρούσα εγγύηση εταιρεία δεν εκπλήρωσε την υποχρέωσή της για την καλή εκτέλεση της σύμβασης που αναφέρεται ανωτέρω, σας δηλώνουμε ότι αναλαμβάνουμε με την παρούσα επιστολή, τη ρητή υποχρέωση να σας καταβάλλουμε εντός τριών (3) εργάσιμων ημερών, με την κοινοποίηση στην Τράπεζά μας της σχετικής ειδοποίησής σας, χωρίς οποιαδήποτε αντίρρηση, ολόκληρο ή μέρος του ποσού της εγγύησης, σύμφωνα με τις οδηγίες σας.
4. Για την καταβολή της υπόψη εγγύησης δεν απαιτείται καμία εξουσιοδότηση, ενέργεια ή συγκατάθεση της υπέρ ης η παρούσα εγγύηση εταιρείας ούτε θα ληφθεί υπόψη οποιαδήποτε τυχόν ένσταση ή επιφύλαξη ή προσφυγή αυτής στη διαιτησία ή στα δικαστήρια, με αίτημα τη μη κατάπτωση της εγγυητικής επιστολής, ή τη θέση αυτής υπό δικαστική μεσεγγύηση.
5. Σας δηλώνουμε ακόμη ότι η υπόψη εγγύησή μας θα παραμείνει σε πλήρη ισχύ μέχρι την επιστροφή σε εμάς. Για όλο αυτό το χρονικό διάστημα θα παραμείνουμε υπεύθυνοι απέναντι σας για την άμεση καταβολή σε εσάς του ποσού της εγγύησης.
6. Σε περίπτωση που ανακύψει διαφωνία ως προς την εγγύηση αυτή ή τις σχετικές πληρωμές, η διαφορά θα επιλύεται στα καθ' ύλη αρμόδια δικαστήρια των Αθηνών.



**PROJECT: "SUPPLY OF ROLLING STOCK  
(SERIES II) FOR THE ATHENS TRAMWAY"**

**RFP-273/15**

**CONDITIONS OF CONTRACT**

**A.Σ. 20783**

Βεβαιούμε επίσης ότι, με την έκδοση της παρούσας εγγυητικής επιστολής, δεν υφίσταται παράβαση των διατάξεων που αφορούν το καθορισμό ανώτατου ορίου για την έκδοση εγγυητικών επιστολών από τη Τράπεζα μας.



**SAMPLE D**

**ADVANCE PAYMENT LETTER OF GUARANTEE**

To  
ATTIKO METRO A.E.  
191-193 Messogion Avenue  
Athens 115 25

**ADVANCE PAYMENT LETTER OF GUARANTEE No \_\_\_\_\_ FOR THE AMOUNT OF  
EURO.....**

1. We hereby wish to inform you that we explicitly, irrevocably and unreservedly guarantee, bearing an actual debtor's full responsibility, in favor of ~~.(name of the Contractor.)~~...for an amount of .....EURO. Our liability is confined to the aforementioned amount which is equal to XXX of the amount due of the partial payment for the **advance payment** granted to ..... based on the Contract entitled "**SUPPLY OF ROLLING STOCK (SERIES II) FOR THE ATHENS TRAMWAY**", which was signed between the aforesaid Contractor and ATTIKO METRO A.E..
2. We explicitly and unreservedly waive our right to apply the benefit of division and discussion, the right of bringing against you all the objections of the principal debtor, including even the non-personal ones and, in particular, all those objections falling within articles 852-856, 862-864 and 866-869 of the Greek Civil Code, as well as our rights that may arise from the aforementioned articles.
3. Upon notification of your relevant written communication to our Bank, we affirm that we assume through this letter of guarantee the explicit obligation to pay to you within a period of three working days upon receipt of your communication by our Bank, without any objection or reservation, of all or part of the amount covered by this guarantee, according to your instructions.
4. For the payment of the subject guarantee, no authorization, action or concurrence is required from \_\_\_\_\_ nor is there going to be given any consideration to any objection or reservation or recourse of the aforementioned company to arbitration or courts, against payment of the guarantee or its placing under judicial sequestration.
5. We further affirm that our guarantee shall remain in full force until return of this letter of guarantee. Until then we remain responsible for paying to your Company the amount covered by this guarantee immediately.
6. Any dispute that may arise with regard to this guarantee or to any payment thereunder, shall be settled by the competent courts of Athens Greece.

We, moreover, state that by the issue of this guarantee there is no exceeding of the limits that have been set and are applicable to our Bank with regard to the letters of guarantee issued by ourselves.