



**“TECHNICAL CONSULTANT SERVICES
FOR THE THESSALONIKI METRO PROJECTS”**

RFP-256/14

CONDITIONS OF CONTRACT

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ARTICLE 1 DEFINITIONS

1.1 Terminology and Abbreviated Words

Project Owner (PO), Employer and Assigning Authority of this Contract: is ATTIKO METRO S.A. (hereinafter called AM).

Administrative Authority (A.A): is the Board of Directors of ATTIKO METRO S.A, as per its Resolution No. 874(b)/09.05.07, having its seat at 191-193 Messogion Av., 115 25 Athens.

Managing Department (M.D): is the Thessaloniki Metro Department, responsible for the supervision of the contract.

Contractor/Consultant: is the physical or legal entity or consortium or joint venture which concludes a Contract with AM for the execution of the works described in the Contract Documents.

Financial Scope of Contract or Contract Value: is the Contractor's fee, as foreseen by the Contract.

Contract: means the total of conditions which determine the rights and obligations of both contracting parties, that is AM and the Contractor, and which are included in the tender documents, in the Resolution approving the result and the respective private agreement to be signed between the two contracting parties (article 23, paragraph 1, L. 3316/05).

Contractual Documents: The private agreement to be signed between AM and the Contractor together with the Documents which accompany and complement it, as described in article 7 of the Invitation to Tender, which are co-signed through the aforementioned Private Agreement.

Contractual Fee of the Contractor or Contract Value: is the overall fee of the Contractor, as specified in the Contract, for the time period of sixty (60) months as per the Contractor's Financial Offer.

Contractual Unit Prices: means the unit prices that will result from the Financial Offer of the Contractor.

Article 2 EXECUTION OF THE CONTRACT

2.1 Location and Duration

2.1.1 Contractor's location of works: AM offices in Thessaloniki and Athens (if so required) as well as the worksites of the project in Thessaloniki and/or the

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temporary offices of AM adjacent to the worksites for the execution of all kinds of works. Adequately equipped offices for the provision of the Consultant's services shall be made available to the Contractor's personnel by AM. If certain particular works – that cannot be executed within the aforesaid areas - have to be performed, then the Contractor shall have the option to work in his own area, further to AM's pertinent written instruction.

The Contractor is obliged, on the basis of an advance notification given in due time by the bodies of AM (Administrative Authority (AA), Managing Department (MD) and Supervisors) to attend meetings, provide written or verbal information or advice to the Services concerned and their bodies, participate in visits to the area where the works are planned to be constructed and generally provide any relative assistance deemed useful by AM.

2.1.2 Upon receiving notification of the Administrative Authority's resolution approving the award of project to the Contractor, the latter is requested to sign the private agreement within twenty (20) days. The private agreement shall be signed on behalf of AM by the person authorized by its BoD.

2.1.3 The contractual duration for the execution of the contract is the overall deadline for the completion of the Contract scope as defined in the Invitation to Tender. The commencement of the deadline coincides with the day that follows the signature of the private agreement, if not specified otherwise therein.

If the date for the enactment of the contractual deadline for the provision of services is shifted without the Contractor being liable and without the relevant reference being made in the Invitation to Tender or the Tender documents, then the Contractor shall be entitled to a respective extension of the deadline. As regards the deadlines for the execution of the works provided for in the Contract, application shall be made, as to the rest, of the regulations of article 27 of Law 3316/2005.

2.2 Representatives of the Contractor

2.2.1 The private agreement shall be signed on the Contractor's part, by the authorized representative of the candidate, appointed during the stage of award, who shall also initial each page of the Contractual Documents.

2.2.2 Furthermore, during the signing of the Contract, the Contractor must appoint a deputy representative with the same competence. For the substitution of the above-mentioned representatives of the Contractor, the Contractor shall notify AM in writing, attaching a relevant decision by the statutory organizations or members of the Contractor in the case of a Contractor Consortium or Joint Venture. The substitution of the representative of the Contractor is subject to the approval by the Manager of the Managing Department. Any change to the address of the representatives is also communicated to AM in the same manner. Any communication of contract documents to the former

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representative or old address is considered valid, if this occurs before notification of the changes.

- 2.2.3 The Contractor is obliged to supply his representative and deputy representative with a notarial Power of Attorney, according to which these persons are authorized to act by his order and represent him in all issues related to the Contract and to settle on his behalf any dispute whatsoever which may arise or which is related to the Contract and to participate, when invited to do so by members of AM, in meetings with supervisory / management members of the Contract.

2.3 Supervision of the Contract

AM shall determine the person who shall supervise the execution of the works of the contract and shall notify the Contractor accordingly. The competence and responsibilities of the supervising person are defined in Article 25 of Law 3316/05.

2.4 Submittal of Reports by the Contractor

Within the first ten days of each calendar month, the Contractor shall undertake the obligation to include in the report that he submits concerning the provision of his Services information related to the actions that have been taken and the progress of works executed at various sections of the Project during the previous month, including an analysis concerning the employed Personnel. The aforementioned reports shall be signed by a representative of the Contractor to AM.

ARTICLE 3 PERSONNEL OF THE CONTRACTOR

- 3.1 The Contractor is obliged to have sufficient and suitably qualified personnel for the execution of the services which have been assigned to him, and in accordance with the commitments he undertook with the submittal of his Offer. The experience and the general qualifications of this personnel are subject to the specific and/or tacit approval of AM. If not expressing its objections in writing, the MD is assumed to accept these persons.
- 3.2 The Contractor **is obliged to use for the execution of the Contract the team stated during the procedure of the Tender** and to immediately announce the departure of any member whatsoever from the team. The M.D. will examine the reasons for departure and is able to approve their replacement with an equivalent employee who possesses minimum the same experience. If the departure was instigated by the Contractor and it is not considered justified, it is punishable by forfeiture (Article 31, Para. 3 of Law).
- 3.3 If a member has left the team without a good reason, he shall not be allowed to take part in the personnel of another company and he shall not be entitled to participate individually in various tenders for a time period of six (6) months

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from the issuance of a MD Resolution concerning his replacement. If his departure was made under the Contractor's responsibility and is not considered justified, then this member may be declared forfeited.

- 3.4 In its judgment, AM shall be entitled to require - on a well-justified basis and within thirty (30) calendar days upon the relevant written notice to the Contractor - the replacement of any person proven to be insufficient or a person whose professional behavior was not the proper one or a person who did not meet the provisions of the Contract, the applicable laws and regulations and the directions of AM's competent bodies. All the expenses relating to the replacement of the personnel (including replacements for reasons of health or for any other reason) shall be borne exclusively by the Contractor.

- 3.5 The Consultant has to make available two groups (categories) of personnel, according to the Table Listing the Experience, contained in the Technical Data Document.

Group 1 – Basic; it includes specialized executives, possessing special technical and professional competence, who shall cover the required positions in line with the progress of the works.

Group 2 – Supporting; it includes executives possessing general experience, who shall cover positions as needed by the progress of the works.

It is pointed out that AM reserves its right to modify the man-months of employment of its executives belonging to Group 1, as well as of the executives of Group 2, according to the actual needs and the time schedule of the works.

The necessary part-time personnel and their period of employment per field of expertise is indicative and was evaluated in advance in line with the experience acquired until the present day by AM from the progress of Thessaloniki Metro works. This personnel shall be engaged in the works within a reasonable time after AM has issued the relevant instruction.

The Contractor is obligated to meet these requirements immediately and, in case of increase-decrease of his personnel, no later than one (1) month following the relevant written notification of AM. The increase or decrease of the Contractual Scope shall be defined based on the Contractual Unit Prices per man-month and specialty of the personnel, as defined in the Financial Offer of the Consultant.

It is finally pointed out that the Contractor's obligation to provide the required secretarial and drafting related support for his personnel is included in the price of his offer in a converted form. .

- 3.6 The Consultant shall act as an independent Contractor in the sense of articles 681 ff. of the Civil Code and not as a representative or agent of AM, maintaining the full control on his personnel and his partners and suppliers in general.

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Article 4 FEE - WITHHOLDINGS

4.1 Contractor's Fee

- 4.1.1 AM may also increase the contractual scope in case: a) AM considers it necessary and b) the pre-conditions of article 29, para. 1 of the Law are applicable. This right shall be exercised through the compilation of a Comparative Table and the preparation of a supplementary Contract, as per the provisions of article 29 of the Law. With regard to the approval of a CT and the signing of a Supplementary Contract concerning supplementary works, the Contractor shall submit a revised time schedule of the Contract. With regard to the preparation and approval of the said CT and the signing of a supplementary contract, the provisions of article 29 of Law 3316/2005 shall be applicable.
- 4.1.2 The contractual fee of the Contractor shall be the amount stated in the Financial Offer.
- 4.1.3 The contractual price of the Contractor shall include in an converted form the overall cost and all expenses for the workmanlike fulfillment of his contractual obligations, i.e. salaries, leaves, leave bonus, employer's contributions, remunerations, personnel bonuses, any over-time employment, operating costs, travel expenses, expenses related to the personnel insurance, and, in general, any type of expenses not explicitly referred to, the overhead and his profit. In general, the LSP shall include all expenditures on the part of the Consultant, directly or indirectly associated with the provision of his services, except the VAT. In addition, the LSP shall include any type of expenses relating to the scientific support of the personnel to work in AM's offices.
- 4.1.4 No revision of prices shall be foreseen for the Contractor's fee and for the 60-month validity period of the Contract.

4.2 Details of Contractor's Fee

- 4.2.1 The payments of the Contractor shall be carried out on the basis of monthly analytical payment certificates for which the Contractor shall submit for approval to AM, which shall present the monthly fee (or proportionally in case of month fraction) of the Contractor's entire personnel engaged each time in their task. The monthly certificates shall be divided on the basis of the work the Consultant's personnel will be engaged in (Base Project and Extension to Kalamaria). It is clarified that the Contractor's overall fee shall be finally calculated on the basis of the actual employment of his personnel during the 60-month validity period of the Contract.

AM shall check the account within ten (10) working days as of the date of his receipt and, having verified the executed works, it shall certify the account.

After the certification of the account by AM, the Consultant shall submit the Lawful Back Up Documents Foreseen each time. The Contractor shall also

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submit Back-Up Documents for the amount approved by AM for the services that have been approved, including the Value Added Tax (VAT).

Any payment to the Contractor on the basis of the Contract shall be made only on condition that the Invoices he submits have been issued on the basis of the Tax Code Transaction (ΚΦΑΣ). AM shall pay to the Contractor the amount included in the Invoice within thirty (30) working days upon its receipt on condition that this Invoice is accompanied by the aforementioned Required Lawful Documentation.

The actual employment period of the Contractor's personnel in AM shall be proven by the attendance system (in/out card) valid each time in AM. It is assumed that the Contractor shall provide his services on a daily basis, having exhausted the 8-hour employment per working day (except weekends and holidays stipulated in the Greek Legislation). Any kind of absences from work shall be borne by the Consultant and shall not be added to the services to be paid. In case “overtime” work, as well as work during Saturdays, Sundays and Holidays of the Personnel of the Contractor is required, it is assumed that it shall be covered by the contractual prices of his Offer and is not compensated additionally by AM (included in a converted form in the price of his offer).

Following approval of the Certificate, the Contractor is obliged to provide the following supporting documents to receive the payment:

- I. Invoice on the basis of the Tax Code Transaction (ΚΦΑΣ)
- II. Tax Clearance Certificate
- III. Social Security Contributions Certificate if it concerns a physical entity, or the social security obligations towards those employed full-time (IKA, TSMEDE, etc.) if it concerns a legal entity. A Joint Venture or Consortium should provide evidence of social security contributions of all their members.
- IV. Duplicate proof of payment of the social security contributions:

TSMEDE 2%, EMP 1%, along with the applicable stamp and stamp duty in favor of OGA, stamp 2 per thousand \geq 3 EURO and stamp duty in favor of OGA.

A retention of 0.10% is imposed, which is calculated on the basis of the value of each payment before contract taxes and withholdings, for the purpose of covering the operational needs of the Unified Independent Public Procurement Authority.

The Contractor is also obliged to provide at the request of AM any other supporting document required by Greek law for the payment of the request.

It is clarified that:

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(a) The Contractor is fully and solely responsible for all contributions, sums due, duties and other payments to the Social Security Funds, Health Insurance and Pension Funds of Professionals, Public or other parties, such as IKA, TSMEDE, PEDMEDE, TEE, etc.

(b) The Contractual Fee does not include Value Added Tax. This tax shall be added on and paid to the Contractor with each Payment Certificate.

All payments shall be effected within one month of approval (explicit or tacit) of the Payment Certificate, on condition that all the aforementioned supporting documents will have been submitted. If there is a delay in payment surpassing one month, at no fault of the Contractor, then the stipulations of Article 30 of the Law 3316/2005 shall apply.

4.2.2 AM may reduce the contractual scope without compensation, through termination of the contract, as regards the remaining services, as per article 34, para. 1 of the Law. For exercising this right, AM shall address a letter to the Contractor. In this case, the impact of the said termination of contract shall be addressed by the provisions of articles 34-36 of Law 3316/2005.

4.2.3 AM may increase the contractual scope should: a) it deems it necessary and b) the conditions of article 29, paragraph 1, Law 3316/05 are applicable. This right shall be exercised through the compilation of a Comparative Table and the preparation of a Supplementary Contract, as per the provisions of 29, Law 3316/05.

The increase in the contractual scope, as per the above, entails the payment of an additional good performance guarantee, of an amount equal to 5% of the Supplementary Contract (article 24, paragraph 3, Law 3316/05).

4.3 The Contractor shall bear:

a) The overall employer's contributions for providing social security to his personnel in Greece and abroad; in addition - if so required by the respective Greek or foreign legislation for social security - he shall see to the withholding and returning of the respective labour contributions, to securing the relevant residence and work permits of his foreign personnel in Greece.

b) The insurance - of any nature - of his personnel.

c) The taxes - both direct and indirect ones - and the duties that, according to the Greek Legislation or other provisions about taxation, concern the provision of services by any means by the Consultants, as well as all expenses and costs for their compliance with their obligations, which shall be covered in their entirety by the Consultants, who shall be exclusively responsible for their payment.

d) The travelling expenses for the arrival of his foreign executives in Greece and their transportation / return, for their annual vacation or other type of

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leave of absence or any health related problems or final departure, as well as all expenses pertaining to their installation and staying in Greece.

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4.4 Currency of the Contractor's Fee

The invoices of the Contractor for his fee, in addition to the payments to be made by AM, shall be expressed in EURO and in accordance with legislation in effect.

ARTICLE 5 GUARANTEES

5.1. Good Performance Guarantee

The Good Performance Letter of Guarantee of this contract shall cover - in total and without any distinctions - the implementation of all contract terms and all requirements of the Project Owner regarding the good and in due time execution of the contract.

- 5.1.1 The Contractor shall guarantee that he possess the experience, the necessary qualifications, permits and the organization required for the services duly provided.

For this reason and in view of securing the good performance and excellent quality of the Works and in view of ensuring AM's requirements against the Contractor due to the non-due execution of the Contract, as well as any other violation on the part of the Contractor of the Contract terms, a Good Performance Letter of Guarantee for an amount corresponding to 5% of the contract value, VAT excluded. This Letter of Guarantee shall be issued in accordance with the Sample attached to the Invitation and the provisions of Article 24 of Law 3316/05, as amended by article 157, Law 4281/14.

- 5.1.2 A sample of this Letter (in Greek and English) is included in Appendix VI of the Invitation to Tender.

- 5.1.3 All the aforementioned Letters of Guarantee shall be issued in favour to the Contractor at his sole cost and expense by TSMEDE or by Credit Institutions, which are lawfully operating in the Member States of the European Union and are entitled to issue Letters of Guarantee, in accordance with the Legislation of the Member States in force, as foreseen in article 157 of Law 4281/2014. In case of a consortium / joint venture, it is possible to issue more than one Letters of Guarantee, which cover the total summed amount of the guarantee, provided that **these Letters of Guarantee are issued on behalf of all the members of the consortium / joint venture and not on behalf of separate individual members.**

These guarantees shall cover all AM's claims against the Contractor, either for any violation of Contract's terms or for the non-due execution of the Contract. At any time, AM is entitled to require, through its written statement towards the issuing Banks, the forfeiture of the entire amount of guarantees or part thereof in view of satisfying its claims against the Consultant. However, these guarantees do not exhaust the Consultant's responsibility for compensating AM in case the latter sustains any damage greater than the amount foreseen by the guarantees. **It is stressed that the letters of guarantee that have not been**

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drafted in accordance with the samples attached to the Invitation to Tender shall not be accepted.

5.2. General Conditions for Guarantees

The Guarantees of Paragraph 5.1 herein cover in their entirety and indiscriminately, the reliable implementation by the Contractor of all the terms of the Contract and any request made by AM to the Contractor which ensues from the fulfillment of his services.

If deemed necessary, the forfeiture of all or, depending on the request, some of the Guarantees will be decided. Once the decision has been issued, AM may cash the Guarantee with a declaration in writing to the Guarantor.

The forfeiture of all the Guarantees does not waver the responsibility of the Contractor to compensate AM in the case the latter suffers damages greater than the amount of the Guarantees.

The Good Performance Letter of Guarantee shall be returned to the Contractor after the acceptance of the overall scope of the contract in accordance with Article 24, paragraph 5 of Law 3316/05.

ARTICLE 6 LIABILITY OF THE CONTRACTOR

- 6.1 The Contractor shall execute the Contract in accordance with its terms, the applicable specifications and the rules of science and technology; he shall bear full responsibility for the completeness of the scope of the services he provides.
- 6.2 The Contractor is liable for errors or omissions during the execution of his contractual obligations. The claims of AM against the Contractor, due to defective fulfillment of his obligations during the execution of the Contract, are statute-barred after the lapse of six years from the acceptance of the scope or the termination in any way whatsoever of the Contract.

ARTICLE 7 GENERAL DUTIES, RESPONSIBILITIES, OBLIGATIONS OF THE CONTRACTOR

7.1 General obligations and responsibilities of the Contractor

- 7.1.1 The Contractor is obliged to make use of the data made available to him by AM. In the event of inaccurate, ambiguous or, in general, insufficient data, affecting the completeness of his work, the Contractor must notify AM in writing and without any further delay.
- 7.1.2 The Contractor commits himself unconditionally & explicitly to fulfill his obligations, as they are specified in the “Technical Data” document which accompanies the Invitation to Tender, as well as the responsibilities emanating from the Contract with skill, diligence and professional judgment.

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- 7.1.3 If the Contractor is called by AM to intervene in an issue between the latter (AM) and a third party, he is obliged to act in accordance with the Contract. If the Contract does not elucidate clearly how he should intervene, then he shall seek relative instructions from AM.
- 7.1.4 Upon the termination of the Contract, the Contractor is obliged to return to AM all the documents or data he received in order to fulfill his contractual obligations, as well as anything else which may belong to him.
- 7.1.5 The Contractor is obliged to inform AM in writing about cases of conflict of interests and he is not permitted to engage at the same time in any other form of work from which such a conflict results.

As regards the companies participating in the group of companies of the Contractor and the executives of these companies, forming part of the technical personnel of the Contractor, as this Contractor will arise from this Tender and will be nominated as the Contractor of the relevant Contract, it is noted that the **irreconcilable** principle applies as to the assignment of works or the participation in works, which are directly or indirectly related with the scope of the provision of services stipulated in this Contract. With regard to the above, the clarifications presented below apply:

- a. the principle of the **irreconcilable** also applies in the case that the bidder participating in this Tender (natural or legal entity, the personnel/executives of the group proposed as personnel of the Consultant inclusive) already participates in an engineering or contracting group, which has undertaken assisted by the natural or legal entity in question, works for AM included in the scope of this Contract. In this case, should he be selected, the bidder, in order to be appointed as the Contractor of this tender, must cease the continuation of the execution of other works related with works or designs of AM, otherwise, the bidder who comes next in the Tender Committee's classification order shall be nominated as the Contractor.
- b. the principle of the **irreconcilable** applies as regards the participation of each natural or legal entity of the Consultant and only if the natural or legal entity in question has undertaken or intends to undertake works or to participate on behalf of another natural or legal entity in works directly or indirectly related with the Metro designs or construction works, as these are described in the contract document "Technical Data".
- c. There is no conflict of interests and, thus, irreconcilable as regards the participation of a legal entity in the Consultant's group to arise from this Tender and, in parallel, as regards the participation of same legal entity in the Consultant's group to arise from other Tenders of AM. It is clarified that in no case whatsoever the same personnel can participate in different contracts of Consultants.
- d. Breaching of the obligation to comply with the above shall result in the implementation of all lawful penalties, among which forfeiture of the Contractor, as per para. 1, article 33 of Law 3316/2005.

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7.2 Undertaking of responsibilities by the Contractor

The Contractor is obliged to undertake his lawful responsibilities, relieving AM and his personnel respectively and protecting AM against all types of claims or responsibilities that may arise on account of accidents or death which may occur to the Contractor's personnel.

7.3 Concession of Rights or Obligations

It is forbidden for the Contractor to concede to any third party a part or all of his rights and obligations emanating from the Contract, apart from the instances foreseen in Article 26 of Law 3316/2005. Substitution in these instances is made based on an A.A. Resolution, following judgment of the responsible Technical Council.

7.4 Confidentiality

Throughout the whole duration of the Contract, and also after its termination or cancellation, the Contractor (and his employees) undertakes the responsibility not to disclose to third parties (including representatives of the Greek and foreign press), without prior written consent of AM, any documents or information which may come to his knowledge during the execution of his services and the fulfillment of his obligations.

7.5 Ownership of Drawings and Documents

7.5.1 All documents (drawings, designs, data, etc.), which shall be compiled by the Contractor in the framework of the execution of the Contract, shall be the property of AM, shall always be at the disposal of his legal representatives during the period of the validity of the Contract and they shall be handed over to the Employer in the time frame foreseen by the Law and the Contract or otherwise during whichever procedure of termination or cancellation of the Contract.

7.5.2 The Contractor is obliged to deliver data in an electronic form; the data in question shall be accompanied by the printed equivalents, with instructions about retrieval / management.

7.6 Documentation of data in electronic form

Each and every type of calculation or any data which shall result from computer processing by the Contractor or from the services of AM with assistance / guidance from the Contractor, shall be necessarily accompanied by a detailed Memorandum which shall include:

- The type of the Computer used
- The name of the software used and the details of the writer and owner, and

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- In the case of calculations, a description of the methods, assumptions of calculation, method of completing data, so that the respective calculations can be verified with other traditional methods or other programs.

7.7 Ownership and Use of the Contractor's Software

- 7.7.1 The Contractor is obliged to make available to AM, whenever he is requested to do so, the Computer programs (software) which shall be used by the Contractor for the execution of his services and the fulfillment of his obligations.
- 7.7.2 The ownership of these programs remains with the Contractor, however AM has the right to use them, free of charge and without any restrictions for issues related to the Technical Scope of the present Contract.

7.8 Tax Obligations of the Contractor

- 7.8.1 The Contractor (and in the case of a Joint Venture all its members) is obliged to fulfill according to the existing stipulations, his tax obligations and **by way of example:**

- the obligation to register at the Tax Authority (DOY) concerned and submit the necessary documentation, such as Income Tax Declaration, VAT, etc.;
- the keeping of books in accordance with Greek Tax regulations;
- the payment of income tax or other taxes or duties and the fulfillment of his obligations for the payment of social security contributions for his workers.

AM bears no responsibility for the above taxes, contributions, duties and fees of any kind. The Contractor is obliged to pay these surcharges, even if they are levied upon AM, and is held responsible before AM for any cost or damage AM may incur due to the Contractor's omission to fulfill his aforementioned obligation.

- 7.8.2 In order to avoid the double taxation of income of any likely foreign companies of the Contractor, the latter undertakes to provide AM with all the supporting documentation requested by the responsible Greek Public Services.

7.9 Contractor's Insurance Obligations towards his Personnel

The Contractor is obliged to fulfill his obligations stemming from the applicable social security legislation (IKA, TSMEDE, etc.) as regards his personnel to be employed in the execution of the Contract.

7.10 Publications – Announcements in the Press

The Contractor is not entitled to make public or press announcements, directly or indirectly, regarding the Contract or AM, without prior written consent from AM.

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7.11 Correspondence between the Contractor and AM

The documents which shall be exchanged between the Contractor and AM should first be sent by telefax, and the originals shall then be sent by registered post or by courier and be composed in the Greek language.

7.12 Health and Safety

The Contractor is exclusively and unreservedly responsible before AM to ensure that his personnel shall comply, throughout the time period they are engaged in the implementation of the Contract scope, in all respects with the applicable legislation, the provisions and regulations governing Health, Safety and Fire Safety and that he shall comply with AM's regulations.

The Contractor is exclusively responsible for the Health and Safety of his employees, their training on Health and Safety issues, the supervision of the works, as well as for the provision of the necessary Personal Protection Equipment (PPE) to his personnel.

The Contractor shall execute the works in a manner always ensuring the Health and Safety of his employees and of AM's employees.

AM shall not be held responsible in case of labor accident to the Contractor's employees. The Contractor is exclusively responsible in case of labor accidents or damage to third party properties, which are due to his own activities or omissions.

AM is entitled to request the removal from the area of works of any individual who, in its documented opinion, systematically violates the Health and Safety procedures. This personnel cannot return to the area of works without AM's written permission.

The Contractor shall announce to the Labor Inspection Authority a properly qualified representative who shall act as Safety Engineer on the spirit of the Law 3850/10; this Engineer, apart from his other duties, shall also participate in Health and Safety related meetings with AM.

ARTICLE 8 OBLIGATIONS OF ΑΤΤΙΚΟ ΜΕΤΡΟ S.A.

8.1 Provision of existing data

AM is obliged to provide the Contractor, free of charge, with all information concerning the Contract, provided it is available and there is no obstacle for AM to provide it.

8.2 Timely Payment to Contractor

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AM is obliged to pay in good time the contractual fee to the Contractor, according to Law 3316/2005 and the present contract, as specifically specified in Para. 4.2 herein.

8.3 Contract Administration

The Contract is administered by AM by means of the monitor and control exercised with the Managing Department and its purpose is the strict fulfillment of the contractual terms on the part of the Contractor, on the basis of the rules of good workmanship and science. Supervision of contract execution does not remove or mitigate the legal and contractual responsibilities of the Contractor.

8.4 Expenses to be borne by AM

Any accommodation and subsistence expenses on the part of the Contractor's executives to be incurred away from the base of operations that may be required in view of providing their services shall be covered by AM as follows:

- a) The cost for flight tickets (economy class) and any other fares, upon submission of the original stub and proof of purchase; the cost for any transfers from Athens to Thessaloniki and vice versa for company's reasons.
- b) The accommodation and subsistence expenses in line with UN per diem rates and on the basis of the number of days the Contractor's executives would have to stay overnight away from the base of the operations (travel days are also calculated in the subject expenses).
- c) The aforesaid expenses shall be reimbursed upon submission of monthly invoices accompanied by the necessary back-up documentation.

ARTICLE 9 DIFFERENCES – DISPUTES – FORCE MAJEURE

9.1 Bona Fide Implementation of the Contract

AM and the Contractor are obliged to undertake their respective obligations and their rights in a *bona fide* manner and will engage in all efforts to resolve their differences in a spirit of co-operation and solidarity. Nonetheless, the settlement of any dispute whatsoever shall be resolved according to Law 3316/2005 (in particular Article 41).

9.2 Errors / Discrepancies in Contractual Documents or in the Contractor's Offer

- 9.2.1 The Contractual documents complement each other. In the event that there are contradictory clauses or terms in the Contractual documents, then the stipulations contained in the document with the highest order of precedence shall prevail each time, as stipulated in the Invitation to Tender.

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- 9.2.2 Errors or omissions in the Contractual Documents may be corrected before the signature of the Contract, if this does not go against the legitimate trust of the candidates and the obligation of the Assigning Authority not to unilaterally change its conditions which were taken into account by the candidates to prepare their offer.

9.3 Force Majeure

- 9.3.1 If during the execution of the Contract, acts or incidents of “force majeure” occur, which are clearly and proven to be beyond the control and responsibility of the contractual parties, each party is entitled to suspend the fulfillment of their contractual responsibilities, provided that the occurrences or incidents hinder their fulfillment. The above right exists only in cases where the consequences of these incidents are not regulated by Law 3316/2005 or the Contract.

- 9.3.2 The non-fulfillment of the Contractual obligations during the suspension does not create the right or claim in favor of or against the other contracting party. The fulfillment of obligations or payment of fees due before the occurrence of the above acts or events are not suspended.

9.4 Execution of the Contract despite the existence of a dispute

Differences, discrepancies and disputes which may arise during the execution of the Contract do not entitle the Contractor to refuse to provide his services or exercise his duties as foreseen by the Contract, unless this is strictly foreseen by Law 3316/2005 or the Contract. If, despite the fact that this right does not exist, the Contractor refuses to execute the Contract, AM may declare the Contractor forfeited, according to the respective stipulations of the Law.

Article 10 FORFEITURE OF CONTRACTOR – TERMINATION OF CONTRACT

10.1 Forfeiture of the Contractor

If the Contractor violates his obligations emanating from the Contract, he is declared forfeited based on an A.A. resolution, as specified in detail in Article 33 of Law 3316/2005.

If the clauses of Para. 2 of this Article do apply, then the procedure for forfeiture is obligatorily initiated.

Following the finalization of the forfeiture, the Contract is settled and the Good Performance Guarantee becomes payable in favor of AM. A penalty is imposed in case the total deadline is exceeded.

As to the remaining issues, the stipulations of article 33, L. 3316/2005 are applicable as regards the Contractor's discount.

CONDITIONS OF CONTRACT

10.2 Termination of the Contract

- 10.2.1 AM is entitled to terminate the Contract without compensation to the Contractor.
- 10.2.2 AM maintains in his favor the right to suspend the provision of the Contractor's services for a period of up to three (3) months with a written notification to the Contractor, defining the reasons which make the interruption necessary, the starting date of the interruption and the possible duration thereof. The Contractor has the right to demand compensation for positive damage, according to Article 32 of Law 3316/2005.
- 10.2.3 From the starting date of the interruption, the Contractor is released from the obligation to fulfill the contractual obligations concerning the suspension and is obliged to undertake all advisable measures for the restriction of costs for himself and AM. Immediately following the elimination of the reasons dictating the interruption, AM is obliged to inform the Contractor in writing.
- 10.2.4 If the interruption lasts for more than 3 months, the Contractor is entitled to initiate the Contract termination procedure, according to Article 34 of the Law. Termination of the Contract can be requested by the Contractor also in the remaining cases of Para. 2 of Article 34 of Law 3316/2005. In all cases, the procedure specified in this Article shall apply.
- 10.2.5 If the request for termination is rejected by the A.A, the Contractor is obliged to continue the execution of the Contract and at the same time exercise his legal rights. In this case, he is entitled to an extension of time to the contractual deadlines.
- 10.2.6 The Contractor, with the Special Declaration for interruption of works he addresses to AM, specifies the amount of compensation he desires. He may also determine the compensation against which he concurs to continue the execution of the works and to have the dissolution procedure cancelled. If the Contractor agrees with the cancellation of the dissolution procedure, the Contract continues irrespective of his financial demands, with a relative extension to contractual deadlines. For the annulment of the termination and the determination of the compensation, the procedure defined in Article 35 of Law 3316/2005 shall apply.

10.3 Termination of the Contract due to financial reasons

AM is entitled unilaterally and without damages on his part to denounce the Contract if he does not approve the substitution of the Contractor according to Article 26 of Law 3316/2005, or if the latter goes into liquidation or into compulsory administration. Bankruptcy of the Contractor signifies the *ipso jure* termination of the Contract, while the bankruptcy of one of the members of a Joint Venture or Consortium signifies the possibility of substituting the bankrupt member following approval by the A.A.

10.4 Termination of the Contract

CONDITIONS OF CONTRACT

The termination of the Contract is certified with the Completion Certificate of the services provided by the Contractor, to be issued by the Managing Department, where the submission of all deliverables by the Contractor is certified, as well as that the Contractor has fulfilled all his contractual obligations within the period of validity of the Contract. The Good Performance Letters of Guarantee shall be returned to the Contractor in accordance with Article 5 of these C.C., upon the issuance of the Completion Certificate of the Contractor's services and the acceptance of the overall scope of the contract.

Article 11 ADMINISTRATIVE AND LEGAL SETTLEMENT OF DISPUTES

Any disputes between AM and the Contractor are settled as stipulated in detail in Article 41 of the Law. The administrative and legal procedures shall not suspend the execution of the Contract, unless otherwise specified by the Law.

Article 12 GOVERNING LAW AND LANGUAGE OF COMMUNICATION

12.1 Legislation

The Contract is governed exclusively by the provisions of Law 3316/2005 and the Greek Law.

12.2 Language of Communication

12.2.1 The Contract shall be drawn up in the Greek language.

12.2.2 All communication (verbal and written) between the Contractor and AM or other Greek authorities or parties shall be in the Greek Language. Wherever and whenever, throughout the period of validity of the Contract, an interpretation or translation from and/or into Greek is requested, this shall be undertaken by the Contractor and at his own cost.

12.2.3 In all cases of uncertainty or disparity, the Greek text shall prevail over the foreign language text.