



**TITLE OF THE TENDER:**      **“PROCUREMENT OF EQUIPMENT FOR  
THE EXTENSION / MODIFICATION OF  
THE DATA TRANSMISSION SYSTEM IN  
THE METRO STATIONS ON LINES 2 AND  
3 FOR THE INSTALLATION OF GATES  
OF THE AUTOMATIC FARE COLLECTION  
SYSTEM (AFC) – OASA”**

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## **CONDITIONS OF CONTRACT**



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**ARTICLE 1 SCOPE**

**1.1** The scope of this Contract, as extensively described in the document entitled “Technical Description - Specifications” and in the remaining tender documents, is the modification – extension and upgrading of the data transmission system in 36 underground stations in operation of the Metro System Lines 2 and 3, so as:

- To satisfy the data transmission requirements between stations and the OCC; these requirements concern the installation of 122 additional direct line telephones (DLT) on either side of the gates’ line and in the Fireman Box in each station;
- To provide a communication channel for data transmission purposes between stations and the OCC for the BACS System of the 19 stations of the Base Project (Sepolia – Dafni in Line 2 and Ethniki Amaryn – Monastiraki in Line 3).

More specifically, the scope of the Project shall include the design – at the Detailed Final Design (DFD) level - the supply of the necessary interface and data transmission equipment (feeders, cards nodes, cabling, etc.), the software and its necessary modifications and upgrading at both local and central (OCC) levels, the testing and the commissioning of the modified and upgrading data transmission system.

**1.2** For all activities and designs mentioned above, required shall be the cooperation with OASA’s Private Sector Partner (PSP) at technical and operational coordination levels, as well as with STASY S.A., since the systems to be modified must remain functional throughout the entire period, except for night hours maintenance works, and this shall be accomplished after a detailed technical and time scheduling.

**1.3** The scope and the technical requirements are included in more details in the document entitled “Technical Description – Specifications”.

**ARTICLE 2 APPLICABLE LEGISLATION**

This Contract to be signed and any claims arising thereof on the occasion of this Contract by either contracting party upon appointment of the Contractor, shall be governed by the conditions of its documents and the provisions of the Greek legislation, Law 4412/16, as it is in effect and the Greek Civil Code. The Courts of Athens are the only competent bodies.

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**ARTICLE 3 DEFINITIONS**

- 3.1 Supply or Contractual Scope** means the design, the procurement and installation and commissioning of equipment for the modification – extension and upgrading of the data transmission system in the Metro Stations of Lines 2 and 3 for the installation of the Automatic Fare Collection System – OASA, as mentioned in article 1 of these CC and in more detail, in the Contract document entitled “Technical Description-Specifications”.
- 3.2 Agency – Owner of the Supply** is “ATTIKO METRO A.E.”, which at the present Contract for brevity reasons can be referenced abbreviated as **AM**.
- 3.3 Operation Agency of the Metro** 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 economic operator with whom AM shall sign a 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 Contractual Delivery Period** is the deadline within which the Contractor must complete the design, procurement, installation and commissioning of the equipment for the modification, extension and upgrading of the data transmission system in the OCC and the Stations in operation of the Metro System Lines 2 and 3 for the installation of the gates of OASA's AFC System.
- 3.7 Time Schedule** is the Time Schedule for the execution of the Supply, which has been prepared by the Contractor and Approved by AM.
- 3.8 Contract Price or Contract value** is the amount offered by the Contractor in his Financial Offer.
- 3.9 Design** means all Designs, to be prepared by the Contractor, required for the implementation of the Contract, each one including the necessary drawings, documents, calculations and other data.
- 3.10 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.

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- 3.11 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 and that 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. Procurement Agreement
- b. Financial Offer of the Contractor
- c. Documents entitled "Invitation to Tender" and "Clarifications Document", that may be issued
- d. Document entitled "Conditions of Contract"
- e. Document entitled "Technical Description- Specifications"
- 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

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responsibility for the successful completion of the Supply within the framework of the offered Amount and the contractual time period for the completion of the Supply.

- 6.3** The Contractor has taken into consideration the operation conditions of the existing Athens Metro System, in order to conduct safely and successfully the tests and the commissioning of the new systems without interrupting the metro operation.
- 6.4** In order to execute the works pertaining to the testing and commissioning of the data transmission system, the Contractor has taken into consideration the operating and engineering hours of the ATHENS METRO.

**ARTICLE 7 SPECIFICATION – CODES - STANDARDS**

The Standards and Codes stipulated in the Document entitled “**Technical Description - Specifications**” shall be applicable for the execution of the Supply.

Wherever in the Document entitled “**Technical Description - 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)
- International Electrotechnical Commission (IEC) Standards and only in case of lack of the above.
- Recognized National Standards (e.g. VDE, etc.)

The standards of the aforementioned organizations cover the minimum requirements that must be met. The Contractor can adopt equivalent or superior standards and 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 “**Technical Description - Specifications**”.

Wherever in the Document entitled “**Technical Description - Specifications**” reference is made to standards, codes, regulations, etc., their last release upon the date of the Offer’s submission shall be in force.



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**ARTICLE 8 DEADLINES – TIME SCHEDULE**

**8.1 Contractual Delivery Time**

The contractual time period foreseen for the delivery of the Supply is defined in **calendar days following the signing of the Contract** and is determined on the following table.

	<b>Scope</b>	<b>Contractual Delivery Time</b> (in calendar days)
	<p>Completion of the design, procurement, installation and commissioning of equipment for the modification, extension and upgrading of the data transmission system in the OCCentre and in the Stations in operation of Metro Lines 2 and 3, namely in the stations of the Base Project and all Metro extensions. More specifically:</p> <ol style="list-style-type: none"> <li>1) The Base Project of Metro Lines 2 &amp; 3 (19 stations);</li> <li>2) The Metro extension to Elliniko (4 stations);</li> <li>3) Metro Line 3 HOLARGOS, NOMISMATOKOPIO and AGHIA PARASKEVI Stations (3 Stations);</li> <li>4) Phase A of the Metro extensions (7 stations);</li> <li>5) The Metro extensions to Haidari and Anthoupoli (3 stations).</li> </ol>	<b>180</b>

The contractual time shall include all activities of the Contractor pertaining to the design, supply, installation, testing and commissioning of the data transmission system, the training and, in general the overall execution of the supply, in line with the requirements of the contract documents.

It is also clarified that the contractual time includes the removal of the Contractor's worksite equipment.

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### 8.2 Extensions

The Contractor is obliged to deliver the data transmission system within the deadline set and as foreseen in the Contract, in line with the Table stipulated in article 8.1 herein. In case the works foreseen by the Supply Contract are delayed for reasons for which the Contractor cannot be held liable (force majeure or other significant reasons rendering on-time delivery of the data transmission system practically impossible), then, in this case, the contractual delivery date that may be affected can be extended.

The Contractor shall **necessarily** submit a written request prior to the expiry of the contractual delivery time.

Within a reasonable time period, AM shall specify the impact on the Contractor's Time Schedule of Works and shall grant a respective extension to the affected contractual time further to the issuance of a documented Resolution of its BoD.

**If the contractual delivery date, as set in article 8.1, expires without prompt submittal of a request for extension or if the deadline extended in line with the above expires without delivery of the required data transmission system (without any prior new request for extension on the part of the Contractor), the Contractor shall be declared forfeited.**

If the contractual time for the delivery of the supply is extended:

- A. for reasons of force majeure or other significant reasons rendering on-time delivery of the data transmission system practically impossible, no penalties shall be imposed.
- B. in any other case where an extension to the contractual delivery time has been granted, the penalties foreseen in para. 8.3 below shall apply.

For any other issue, applicable shall be the provisions of article 206, Law 4412/16 "Delivery Date of Materials".

### 8.3 Penalties

The penalties imposed for overdue delivery of the Supply, in line with item b above, are described below:

If the data transmission system of each section is completed by the Contractor after expiry of the contractual time and before expiry of the

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extension granted, a penalty of 5% shall be imposed on the contractual value of the overdue delivered system per station.

As concerns the calculation of the penalties, the contractual value of each station delivered overdue shall derive from the corresponding percentage of each station on the overall offered amount, as stated in the attached Table A, by increasing the percentage of each station by the special percentage corresponding to the integration tests of the systems included in Table A.

If the Contractor has received an advance payment, apart from the penalty foreseen as above, an interest on the advance payment that the Contractor has already received shall be also imposed starting the day upon expiry of the contractual delivery time and until the system is delivered.

The penalty and the interests on the advance payment shall be collected by withholding the relevant amount from the Contractor's fee or, in case of insufficiency or lack thereof, through payment of an equal amount from the good performance and the advance payment letter of guarantee respectively, if the Contractor does not deposit the required amount.

In case of economic operators association, the penalty and interests shall be imposed on a proportional basis to all members of the association.

For any other issue, applicable shall be the provisions of article 207, Law 4412/16 “Penalties for Overdue Delivery of Supply”.

**ARTICLE 9 SPECIFICATIONS OF THE SUPPLY TIME SCHEDULE**

**9.1** Based on the deadlines stipulated in article 8 of this document and within fifteen (15) 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 contractual delivery time, for the completion of the Supply.

When compiling his time schedule, the Contractor shall take into account that the gates of the new Automatic Fare Collection System implemented by OASA's Contractor, the modification of the direct telephone system (DLT) and the upgrading of the BACS system in the stations of the Base Project shall have preceded, so that the Contractor can complete its SIT tests.

The above time schedule shall be checked by AM within a deadline of ten (10) calendar days.

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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 ten (10) 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 AM'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 be structured on the Critical Path Method (CPM) using the MS Project or equivalent software, showing each individual activity in sequence to meet the contractual delivery date.

The time schedule shall include activities' duration, interfaces, commencement and completion dates, total float time, and the progress rates of various works. It shall also include activities, related to the preparation, submission and review by AM of all designs, supply and delivery of materials and equipment, as well as tests.

The Time schedule shall take into account as a minimum one cycle of re-submissions for each design, namely: submission – review – re-submission – approval.

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.



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In addition, the Contractor shall submit a report containing a description of its plan for performing the work. The description shall make reference to the number of crews and work locations, working days and hours of several activities.

The time schedule shall be submitted in both printed and electronic format.

Along with three (3) 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.

In case of extensions to Contractual Delivery Time, 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.

**ARTICLE 10 FINANCIAL TERMS**

**10.1 Advance Payment**

An **interest-bearing advance payment equal to thirty percent (30%)** of the Overall Lump Sump Price is foreseen to be granted to the Contractor in parts. The subject partial advance payments shall be paid upon submission of a letter of guarantee, as mentioned below. The advance payment is optional and shall be granted upon the Contractor's pertinent request.

The advance payment is broken down as follows:

- **10%** upon the contract signing
- **5%** upon approval by AM of the completed Design for the Procurement to be submitted by the Contractor
- **15%** upon acceptance of the equipment by AM.

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. Therefore, the Contractor shall submit an advance payment guarantee for the balance between the amount of



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the good performance and the amount of the advance payment guarantee. The advance payment guarantee shall be compiled in line with Sample B1 or B2 attached hereto in the Greek or the English language respectively.

The collected Advance Payment shall be partially amortized in each payment certificate, with a deduction to be made from each payment to the Contractor, until the amortization of the advance payment amount.

The amount of the deduction, to be made from each certification until its amortization, shall be increased by the corresponding interest rates.

The amortization of the Advance Payment to be made on each payment certificate until the amortization of the advance payment amount shall derive from the following formula:

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

where,

**A:** Partial amortization of the advance payment to be deduced from each payment to the Contractor; it is calculated in line with the following formula:

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

**E:** Amount of the value pertaining to the deliverables of the current account (as derives from the balance of the overall value of deliverables minus the value of deliverables of the previous account).

**$\Pi(\%)$ :** Percentage of the Amortization=  $\rho/\Sigma \times 100 \times 1.10$

**$\rho$ :** The amount of the advance payment;  **$\Sigma$ :** the part of the contract price that has not been paid yet to the Contractor when granting 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:

$$T = Y \times H \times \epsilon(\%)/365$$

where,

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

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**H:** The time period needed for calculating the accrued interest rates measured in days until the date the relevant account is submitted.

It is hereby clarified that the time period needed for calculating the accrued interest rates is defined as the period extending from the date when the advance payment was collected until the submission of the 1<sup>st</sup> Payment Certificate. As far as the subsequent Payment Certificates are concerned, this time period is calculated as the period extending from the date when the previous payment certificate was submitted until the date when the current certificate is submitted.

**ε(%):** interest rate that equals to the applicable interest rate of the 6-month Interest-Bearing Bonds (Greek Treasury Bills), increased by 0.25%.

**10.2 Payments – Accounts – Payment Certificates**

10.2.1 Payments to the Contractor shall be effected in line with the Percentage Allocation contained in Table A (attachment #7 of this Document).

According to Table A, the Contractor shall be compensated for each Station against the respective percentage on the offered amount, upon completion of the design, execution of the required works, supplies, installations and SAT tests.

The value of the System Integration Tests (SIT), the commissioning and its interface with the existing data transmission system, the PABX of the OCC and the central BACS system shall be compensated separately upon their successful completion, in line with the respective percentage included in Table A.

10.2.2 The required back up documents foreseen for the partial payments of the Contractor are as follows:

- Accounts / Payment Certificates compiled by the Contractor and submitted to AM for review, accompanied by the approved final acceptance protocols
- Invoice of the Contractor bearing the indication “PAID IN FULL” or a payment receipt, if the invoice does not bear the above indication
- Tax and social security contributions clearance certificates.



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It is stressed that the Contractor shall be charged with:

- A deduction of 0.06% that will 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 (paragraph 7, article 375, Law 4412/16, 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 deduction of 0.02% in favour of the Public Sector, which will be calculated on the value, except VAT, of the initial and of any supplementary contract. This amount will be withheld from each payment by the awarding authority in the name and on behalf of the General Department of Public Contracts and Procurements. The aforesaid amount (deduction) shall be charged with the respective duty stamp and with a the duty stamp in favour of OGA;
- any other lawful retention in favour of third parties that may arise, on the basis of the legislation.

10.2.3 Upon approval of the final acceptance protocol, the account / payment certificate shall be submitted in five (5) printed originals, as well as in digital format.

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.

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 data transmission systems per station that have been completed, 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 ten (10) working days as of the date of its receipt and, having verified the works for which the Contractor requests payment coincide with those of the final acceptance protocol, it shall then certify them.



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If the required certificates / back up documents of the account contain 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 10-working day deadline commences from the date when the Contractor resubmits the Account.

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.

The Contractor shall be paid in EURO currency.

**10.3 Good Performance Guarantee**

10.3.1 Upon signing the Contract, the Contractor deposits a Good Performance Guarantee **equal to 5% on the amount offered by the Contractor in his Financial Offer**. The Good Performance Letter of Guarantee to be issued by the Contractor **shall be mandatorily in accordance** with Samples A1 and A2 attached to these CC, in Greek and in English respectively. 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

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its claims against the Contractor ensuing from this Contract due to the Contractor's non adherence to the contractual obligations.

10.3.3 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.

10.3.4 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.

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

**10. 4 Good Operation Letter of Guarantee**

The Contractor shall be responsible for the good operation of the scope of the supply. During the warranty period, the Contractor shall proceed to the maintenance and the repair of every damage / fault, in line with provisions of article 15 herein.

Upon final acceptance, a good operation letter of guarantee must be submitted, meeting the requirements of the warranty operation duration. The subject guarantee amounts to 10% on the amount offered by the Contractor in his Financial Offer.

**10.5 Release of Good Performance, Advance Payment and Good Operation Letters of Guarantee**

Good Performance/ Advance Payment Letters of Guarantee shall be delivered to the Contractor following the final quantitative and qualitative acceptance of the Supply. In case of partial acceptances, Good Performance/ Advance Payment Letters of Guarantee shall be gradually released by the amount corresponding to the value of the finally accepted part of the quantity. Gradual release of the Letters of Guarantee is subject to prior opinion of the Acceptance Committee concerned. If this Protocol includes remarks or in case of overdue delivery, then the letters of guarantee are returned on condition that the remarks and the overdue delivery have been addressed as specified.



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In no case shall the remaining amount of the letters of guarantee at AM's possession be less than the non-amortized amount of the advance payment.

The release of the subject letters of guarantee call for the submission of the good operation letter of guarantee.

The good operation letter of guarantee shall be released upon the approval of the acceptance protocol of the warrantee operation by AM's BoD.

**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 "Technical Description - Specifications".
- 11.2** 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.
- 11.3** 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.
- 11.4** 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.
- 11.5** The Contractor shall not be permitted to execute any work relating to the manufacturing and supply of the systems prior to the approval of the respective design by AM.
- 11.6** 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.

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**ARTICLE 12 WORKS CONSTRUCTION DIARY**

- 12.1** 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.
- 12.2** It is noted that in the Work Construction Diary, the Contractor shall record only information and data regarding the works for the installation of the systems and not any of its contractual positions. The contractual positions of the Contractor shall be transmitted to AM through regular correspondence.
- 12.3** The Contractor is obliged to hand over to it a signed copy of the Work Construction Diary.

**ARTICLE 13 PROGRESS REPORTS**

In case there are deviations from the approved time schedule or in case AM deems it advisable, then the Contractor shall submit to AM a progress report in four (4) copies. 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.

**ARTICLE 14 DELIVERY - ACCEPTANCES**

**14.1 Acceptance of Systems**

The systems shall be accepted by an Acceptance Committee, appointed by AM's Board of Directors. The procedure related to the final acceptance takes place prior to any payment certificate.

It is hereby stressed that the final acceptance of each station calls for the completion – in the station – of all required designs, works, supplies, installations, modifications, upgrading activities and the SAT tests. The acceptance of the System's Integration Tests (SITs) shall be effected at a subsequent stage.

The Contractor is obliged to inform in writing the Acceptance Committee on the completion of the tests and the commissioning of the data transmission system and invite the Committee to perform the final acceptance. Within twenty (20) days further to the communication made by the Contractor and provided that no deviations are

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ascertained, the Acceptance Committee shall draft a Visual Inspection Protocol to be approved by AM's BoD.

The Acceptance Committee can:

- i. proceed with the acceptance of the data transmission systems
- ii. proceed with the acceptance with remarks of the data transmission systems due to deviations from the technical specifications of the Contract
- iii. reject the data transmission systems.

In case the Acceptance Committee ascertains that there are deviations which do not affect the suitability and safe operation of the systems and are deemed to be of minor importance, then the Contractor is obliged to replace them within a reasonable time period, if possible. If the Acceptance Committee proceeds with the acceptance of the systems with remarks, it shall record in the relevant protocol the deviations of the systems from the terms of the contract and it shall formulate its justified opinion on whether the systems are suitable or not for their intended use. In case, the Committee deems that the system is suitable for its intended use, then, upon justified resolution of AM's BoD and further to the opinion of the Acceptance Committee, the system can be utilized and its acceptance can be approved with or without reduction on its contract price.

If this is not the case, if, in AM's opinion, the deviations of the system affect its suitability and the material cannot be used, then it shall request from the Contractor to reinstate the subject deficiencies within a reasonable deadline. If these deficiencies are not reinstated, then upon AM's BoD justified resolution and the issuance of the opinion of the Acceptance Committee, the system's acceptance can be rejected.

For rejected systems or vehicles accepted with reduction of the contract price further to checks performed by the First Degree Acceptance Committee, materials may be checked from a Second Degree Acceptance Committee.

Referral to the Second Degree Acceptance Committee is subject to the Contractor's relevant request or *ex officio* by AM. The Second Degree Acceptance Committee shall proceed anew with all checks foreseen by the Contract and shall draft the relevant Acceptance or Rejection Certificate following the same procedure.

The request for re-examination of the system by a Second Degree Acceptance Committee shall be submitted by the Contractor within a mandatory deadline of twenty (20) days upon communication of the relevant resolution.



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Protocols drafted by the Acceptance Committees, be it of First or Second Degree, shall be also mandatorily communicated to the Contractor.

If the Contractor disagrees with the result of the laboratory tests conducted further to the acceptance by the First or Second Degree Acceptance Committee, he may request in writing an appeal inspection, in line with article 208, Law 4412/16. The result of the appeal inspection is mandatory and final for both parties.

In case the Contractor does not exhibit any compliance, then applicable shall be the provisions of article 32 herein.

The contract scope may be set in revenue service only upon its final acceptance or the acceptance of any self-standing parts thereof by AM as per the above.

Upon the approval of the Final Acceptance Protocol, 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 expiry of the warranted operation. Upon expiry of the warranted operation, the Contractor shall be liable, as per the stipulations of articles 6.9.2 and 6.9.3 of the Greek Civil Code.

**ARTICLE 15 GOOD PERFORMANCE WARRANTY**

**15.1** The **warranty period** in which the Contractor bears responsibility of the Supply and the good performance **is defined to three (3) years** upon final acceptance of the scope or self-standing parts thereof.

**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 systems throughout the guarantee period shall be provided by the Contractor, shall constitute his responsibility and their cost shall be borne by him.

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b) Supply and availability of the special tools, required for the repair and maintenance, as well as the testing diagnostic equipment.

c) Technical support to the STASY's Maintenance Service.

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

**15.2** The procedure to be implemented with regard to the reinstatement of defects and damage occurring during the operation period of the systems 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.

**15.3** Any repairable accessories of the systems installed a-new 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.

**15.4** With regard to the equipment of the systems 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.**

**15.5** The Contractor shall accept full responsibility for the Design as regards efficient operation, satisfactory performance in service and



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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 “Technical Description - 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.

**15.6** STASY shall be responsible for the scheduled checking of the systems maintenance 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, in accordance with the Operation and Maintenance Manuals.

**15.7** Within one (1) month upon the expiry of the deadline of the foreseen warranted operation, the Acceptance Committee shall draft the relevant Acceptance Certificate verifying that the Contractor complies with the requirements of the Contract. In case of non compliance – in full or in part- of the Contractor, the Acceptance Committee may propose payment - in full or in part - of the Good Performance Letter of Guarantee, as foreseen in article 10 herein. This Protocol shall be approved by AM’s BoD.

**ARTICLE 16 SPARE PARTS**

**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 data transmission systems. 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.





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**ARTICLE 17 SOFTWARE**

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 data transmission systems 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 system.

**ARTICLE 18 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.

**ARTICLE 19 QUALITY ASSURANCE AND QUALITY CONTROL**

**19.1** Within thirty (30) days upon Contract signing, the Contractor must submit for AM's review the documentation of the Quality Management Plan, as well as a Test and Inspection Plan/Quality Plan.

Within thirty (30) 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.

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

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

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**19.3** 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.

**19.3.1** 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.

**19.4** 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.

**19.5** 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 Plan:

**Inspection Plan in the areas where the System will be installed:**

Quality Control and Inspection Plan to be conducted in the areas where the System will be installed. The Control Plan shall be covered by all control, inspection and tests procedures defined by the Contract.

**19.6** 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,

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

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

**19.6.3** Complete manufacturing, quality control, etc. procedures.

**19.7** 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

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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.

- 19.8** 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.
- 19.9** 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.

**ARTICLE 20 REJECTION OF MATERIALS – REPLACEMENT**

In case of final rejection of the overall quantity of materials or part thereof, based on AM's resolution following the expert opinion of the agency concerned, approval can be granted for the replacement of this quantity by another expert opinion subject to the terms of the Contract within a fixed deadline set through this resolution.

If the aforementioned replacement takes place after the expiry of the contractual time, the deadline set for this replacement cannot exceed  $\frac{1}{2}$  of the overall contractual time and the Supplier is considered overdue and is subject to penalties due to overdue delivery.

If the Supplier does not replace the rejected materials within the set deadline and provided that the contractual time has expired, the Supplier is declared forfeited and is subject to the foreseen penalties.

As to the remaining issues, applicable are the stipulations of article 213 of Law 4412/16.

**ARTICLE 21 CONTRACT ADMINISTRATION - SUPERVISION OF WORKS BY AM**

The Contract administration by AM, the supervision of its works, as well as its acceptance shall be carried out through the relevant advisory bodies, to be set by AM's BoD. More specifically, AM's BoD shall appoint the Supervision Department of the Contract and the responsible Acceptance Committee, and shall notify them in writing to the Contractor upon the Contract signing.

The Supervision Department of the Contract shall be responsible for monitoring and checking the proper implementation of all contractual

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terms and the implementation of the Contractor's obligations from the signing of the contract up to the expiry of the warranted operation. Moreover, this Committee shall provide its expert opinion about every issue that arises from the Contract, especially in case of extensions to deadlines, if any, modifications to the Contract and forfeiture of the Contractor. The monitoring of the execution of the Contract neither does it relieve the Contractor from his lawful and contractual responsibilities, nor does it reduce these responsibilities. The Contractor is obliged to comply with AM's written instructions regarding the flawless, complete, prompt and workmanlike implementation of the Supply.

The Acceptance Committee of the contract shall be responsible for all issues related to the acceptance of the physical scope of the contract up to the expiry of the warranted operation. More specifically, it shall perform the final acceptances, shall prepare the respective protocols, as well as the protocol of warranted operation, and shall provide its expert opinion for their approval by AM's BoD, as well as for the release of the Letters of Guarantee.

Note that the Acceptance Committee monitors the tests and commissioning concurrently with the Supervision Department, in order to collect all data required for the preparation of its protocols.

**21.1** The Supervision Department shall appoint and notify the Contractor in writing of the supervisor and his/her assistants who will monitor the executed works.

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

- 21.1.1 The approval of payment of advance payments is granted in accordance with the provisions of the Contract.
- 21.1.2 Strict adherence to the approved designs and strict fulfillment of the contractual terms,
- 21.1.3 Quantitative and qualitative monitoring of the works under execution, in accordance with the time schedule of the supply,
- 21.1.4 Entry in the Project Diary, which is kept by the Contractor, of any comment made with regard to works under execution.
- 21.1.5 Checking the accounts, in view of making partial payments to the Contractor.

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- 21.2** 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.
- 21.3** The documents pertaining to the Contract shall be communicated by the authorized representative of the Contractor to the Supervision 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.
- 21.4** 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 22 CONTRACTOR's PERSONNEL**

- 22.1** 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.
- 22.2** 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 place where the contract is executed, shall take over his duties within five (5) calendar days upon signing of the contract at the latest.
- The appointment of the person mentioned above shall be notified to AM and be approved by the Managing Department.
- 22.3** The **“Contract” Manager** shall be fully **authorized by a proxy** to represent the Contractor in technical issues. **The same proxy shall also include a statement of this person, whereby he accepts his appointment and responsibilities.**
- 22.4** The **“Contract” Manager** 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, he shall be responsible for the tests and the commissioning of the systems.

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- 22.5** It is explicitly determined that the Contractor is liable before AM for the acts and omissions of the “Contract” Manager. The service of the aforesaid person shall be valid throughout the execution of the Contract. For his substitution, AM must provide its prior explicit written approval.
- 22.6** AM, at its absolute judgment, may not grant its approval for the aforesaid person if it deems that he does not possess the required qualifications and experience or he is 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 systems, 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.
- 22.7** It is explicitly defined that the appointment of the Contract Manager 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 23 SUB-CONTRACTORS/ SUPPLIERS**

- 23.1** If following contract award, a section of the contract is assigned to a sub-contractor, the Contractor shall be responsible to communicate to AM the name, the communication details and the legal representatives of his sub-contractors before subcontractors commence to execute works. AM shall verify that the reasons for disqualification of sub-contractors do not apply in the sense of articles 73 and 74 of Law 4412/16. To this end, any sub-contractors notified after contract award shall submit the pertinent certificates and the remaining relevant back-up documentation. As to the remaining items, the provisions of article 336, Law 4412/16 apply.
- 23.2** Awarding a section of the contract under the form of sub-contracting work to third parties does not release the Contractor in any way whatsoever from his responsibilities or obligations nor does it give rise to a relationship between AM and the Subcontractors/Suppliers.
- 23.3** 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

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responsibilities or guarantees as regards any part of the works under execution by his sub-contractor/supplier.

- 23.4** The Contractor is not entitled to assign to sub-contractors/suppliers contracts representing a percentage over 50% of the overall value of the Contract.

**ARTICLE 24 OPERATION & MAINTENANCE MANUALS**

- 24.1** The Contractor shall deliver the Operation and Maintenance Manuals prior to the completion of tests and the commissioning of the data transmission systems (OTN), in accordance with the Approved Time Schedule.

- 24.2** The final acceptance of the Scope of the Supply calls for the delivery of the Operation and Maintenance Manuals, as these are foreseen in the Document entitled “Technical Description – 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 25 TESTS – COMMISSIONING**

- 25.1** As required by the stipulations of the Document entitled “Technical Description - Specifications”, the Contractor shall carry out the required tests and will set the systems into operation.

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

The exact test and commissioning dates shall be brought to AM's knowledge prior to their commencement.

- 25.2** All tests shall meet the requirements, which are determined and are considered necessary in order to ensure the “commissioning” foreseen by the Contract.

**ARTICLE 26 CONTRACTOR’S LIABILITIES**

- 26.1** 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 systems, as well as the equipment and the materials composing the aforementioned systems, as well as for the flawless and workmanlike implementation of the Contract scope.



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- 26.2** 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.
- 26.3** 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.
- 26.4** 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.
- 26.5** 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.
- 26.6** The Contractor remains exclusively responsible for adherence to the terms and requirements of this contract by his suppliers and for his relations with them.
- 26.7** There is no dependence relationship between AM and the Contractor, his personnel or his suppliers.
- 26.8** 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.
- 26.9** 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 27 INSURANCE**

**27.1 General**

Without any limitation to his obligations and responsibilities deriving from the Contract and the Legislation in force, the Contractor shall insure the personnel to be engaged in the Project, the machinery, the materials, the Supply itself, as well as the civil liability that may result



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from the Contract or due to the Contract, at his own care and expense based on the legislation in force and the provisions of this article.

The insurance company (-ies) to be selected by the Contractor must be well-recognized and solvent, and to be able to provide the required coverage for the entire insurance period.

The insurance company must be seated in any country of the European Union, of the European Financial Area (EFA).

In case the insurance company is not seated in Athens, the said company should either have a certified office - branch in Athens - or appoint an attorney-at-law in Athens, as per the provisions of article 142, paragraph 4 of the Code of Civil Procedure.

The certification of the insurance company (-ies) concerning the insurance coverage of the contract should be submitted by the Contractor to AM within a 5-day period prior to the Contract signing, for checking purposes. The original insurance policies shall be submitted by the Contractor within a 15-day deadline upon the Contract signing, along with the proof of payment of the first installment of premiums. The insurance policies must necessarily comply with the terms of this article.

The insurance policy (-ies) of third party civil liability that may be required for covering the Contractor against third party liability, due to the execution of maintenance and repair works by the Contractor and within the framework of his other contractual obligations, shall be submitted to AM by the Contractor fifteen (15) calendar days prior to the commencement of the respective works related to maintenance, repair, etc.

Insurance of personnel

The Contractor has to insure in the IKA – ETAM and the remaining social security organizations all the personnel employed by him, as well as the work crew personnel, in the execution of the Contract, who may be engaged in the contract related works under any capacity and any contractual relationship. In all circumstances the Contractor is obliged to insure the subject personnel; otherwise, he shall not be entitled to utilize same for the contract.

The Contractor is obliged to insure in an insurance company the aforementioned personnel (both the local and the international staff) against accidents if the personnel in question is not falling within the provisions about mandatory insurance, covering, thus, his employer's liability.

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Insurance of Materials

The Contractor has to insure the full value - and against any risk (theft, wear, fire, landslide etc.), of the materials that will have been brought into the installation sites by the Contractor or will have been provided to him by AM.

Moreover, the Contractor shall be obliged to insure the transportation of the materials supplied to him from their manufacturing place up to the installation areas.

**27.2 Insurance of the Project against any risk**

**27.2.1 Insurance scope**

The insurance scope shall be the total value of the Contract (Contractual Price), inclusive of any contract supplements, readjustments of the Contract Price.

The Contractor has to be asking from the insurance company, on an as-required basis - for readjustment of the insured capital and has to ensure that the insurance company explicitly resigns from its under-insurance right.

The insurance scope shall be also the full cost for the replacement of any kind of materials that may be provided by AM in view of being incorporated into the Project.

Moreover, covered by insurance shall be the temporary worksite installations of the Contractor.

Moreover, an insurance coverage shall be provided for an additional amount equal to 5% of the insured capital, as this is determined above, for covering any unforeseeable additional cost for the restoration of any loss or the repair of any damage including the occupational fees and the cost for the demolition or removal of any part of the Project or the demolition spoil of any nature.

The insurance coverage shall be provided against any loss, damage, fault or destruction, partial or total, due to or caused by any reason or cause. Therefore, insurance coverage shall be also provided against force majeure (force majeure includes natural disasters due to earthquakes, floods, unusual rainfalls, landslides, terrorist actions, vandalism, any damage caused by manifestations, accidental incidents, as well as wrong design, wrong construction (Manufacturer's Risk)], faulty materials, except the risks that are

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normally excepted and are not covered by the usual insurance policies against any risk (e.g. war, invasion, rebellion, popular uprising, revolution, pollution by radiation or ionizing radiation etc.).

The insurances stipulated in the aforesaid paragraphs shall be in the name of both the Contractor and AM; in other words, ATTIKO METRO shall be co-insured.

**27.2.2**      **Duration of insurance**

The insurance coverage shall commence upon contract signing and shall expire on the final acceptance of the contract.

In case of overrun of the deadline for the completion of the contract, the duration of the insurance coverage shall be similarly extended.

Past the final acceptance of the contract, a similar insurance coverage shall be also provided for the completed Project until completion of the warrantee period, as per the contract terms. During maintenance, insurance coverage shall be provided for any risk related to those engaged in the Project throughout the duration of the works carried out for meeting the Contractor's obligations as per the Contract terms, as well as for losses, damage or failures occurring during maintenance due to a cause dating back to the construction period.

**27.2.3**      **Special term in the insurance policy against all risks**

The following term must be included in the Insurance Policy:

“In case of partial or total destruction or damage to the contract, for the insurance company to pay to the Contractor the compensation related to the damage, etc., it must previously receive the written concurrence of AM for this purpose.

If AM does not provide the insurance company with the said concurrence, then automatically and without any other formalities (special or other kind of orders or authorization by the Contractor), the Contractor's claim against the insurance company related to the payment of compensation is transferred to AM and the insurance company accepts and is obliged henceforth to pay the relevant compensation to AM following the latter's application for this purpose”.

However, it is stressed that the transfer of this claim of the Contractor's to AM does not release the Contractor in any way from his responsibilities and obligations ensuing from the Contract.

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### 27.3 Third Party Civil Liability Insurance

#### 27.3.1 Insurance scope

This insurance shall cover the Contractor's Third Party Civil Liability, so that the insurance company shall have to pay compensation sums to third parties for bodily injuries, sorrowful or moral injury and injury and material damages to movable or fixed property and/or animals, caused during and on account of the works of construction, maintenance, repair, reinstatement of damages and various other obligations of the Contractor, whenever these take place and provided they are carried out within the framework of the Project Contract.

#### 27.3.2 Insurance duration

The insurance coverage shall commence upon the Contract signing and shall expire upon the completion of the warranty period, as per the contract terms. Past the deadline of the final acceptance of the contract, the compensation limits can be reduced by a percentage of 40% of the initial amounts.

#### 27.3.3 Compensation limits

The compensation limits, wherein the insurance of an independent third party civil liability insurance policy is to be implemented on a per case basis, are defined as follows:

- 27.3.3.1 For material damage, direct to third party property and indirect, following direct damage, per accident, irrespective of the number of injured third parties

500,000.00 EURO

- 27.3.3.2 For bodily injury or death of third parties per person and accident

1,000,000.00 EURO

- 27.3.3.3 For bodily injury or death of third parties after a group accident, irrespective of the number of the injured parties

5,000,000.00 EURO

- 27.3.3.4 Highest liability limit of insurers throughout the duration of the insurance policy

5,000,000.00 EURO

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### **27.3.4 Special terms of the civil liability insurance policy**

This insurance policy shall include the following special terms:

- 27.3.4.1 AM, its overall personnel, any of its consultants and their personnel, are regarded to be third parties, according to the terms and the exceptions of Cross Liability.
- 27.3.4.2 The insurance company is obliged 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 people, 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.
- 27.3.4.3 The insurance policy also covers AM's liability resulting from article 9.22 of the Civil Code (employer's liability).

### **27.4 General terms concerning all insurance policies**

All insurance policies shall necessarily include the following general terms:

- 27.4.1 AM shall be co-insured.
- 27.4.2 The insurance policies in question cannot be cancelled, amended or terminated without written notice, sent by registered mail by the insurance company to the Contractor as well as to AM sixty (60) calendar days beforehand.
- 27.4.3 The insurance company waives any of its cross action rights against AM, its employees, consultants and associates and their employees, in case the injury or damage is due to an act or omission, non intentional, on the part of those people.

### **27.5 General obligations of the Contractor concerning the insurance**

- 27.5.1 In entering into all the above insurance contracts, the Contractor must be conforming and must be taking into account the provisions of the laws, decrees, regulations etc. in force at each time and effective in Greece.
- 27.5.2 The Contractor must be adhering to the terms etc. stipulated in 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.

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27.5.3 The aforementioned insurance policies do not remove or limit in any way the obligations and liabilities of the Contractor's arising from the insurance policies, i.e. exceptions, rebates, privileges, restrictions etc., and the Contractor remains exclusively responsible for the repair of damages caused to people and/or property even beyond the amounts covered by the above policies.

27.5.4 In case the Contractor omits or neglects fulfillment of the above insurance obligations or the insurance policies he concluded are judged by AM to be unsatisfactory, the latter is entitled to concluding, in the name and at the cost of the Contractor, the insurance policies in question and deduct (with interest according to the interest rates applied to money due) the amount of the premiums, either from the amounts payable to the Contractor or by rendering payable the equivalent amount out of the total amount of the Good Performance Letter of Guarantee. In this case, AM shall act through an irrevocable order and on behalf of the Contractor, on condition that this case relates to AM's benefit.

Additionally, in case the Contractor neglects or deliberately fails to pay to the insurance company the premiums due, AM to avoid possible cancellation of the insurance policy, is entitled to pay the premiums on behalf of the Contractor and deduct the amount from the amount payable to the Contractor in accordance with what has been described above.

AM reserves its right to deduct from amounts payable to the Contractor or by rendering payable the equivalent amount out of the total amount of the Good Performance Letter of Guarantee any amount that cannot be received from the insurance company due to exceptions, exemptions etc. according to the terms of the relevant insurance policies.

27.5.5 In case the insurance company with which the Contractor concluded the above insurance policies omits or refuses to pay off (totally or partially) any damage etc. for any reason or cause whatsoever, the Contractor is exclusively responsible for the payment of the not paid damage or injury etc. according to the terms of the contract and AM is entitled to deducting, from any of the Contractor's accounts, or from any of his guarantees, whatever its nature may be, the amounts that, in its judgment, are required for the repair of the injury or damage in question.

27.5.6 In case of interruption of works, either in total or in part, at the Contractor's liability, then the Project - whatever its phase may be - can be insured against all the aforementioned and potential risks by



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AM due to the interruption and the cost for this insurance shall be borne by the Contractor.

**ARTICLE 28 HEALTH AND SAFETY**

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

**28.2** 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 suppliers 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.

**28.3** The Contractor shall submit to STASY a Health and Safety Plan (HSP), a Written Report on Professional Risk Assessment (PRA) and a Health and Safety File (HSF).

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 STASY's personnel and third parties.

This plan shall be checked and by STASY.

**No work shall be executed, unless STASY approves the Contractor's Health and Safety Plan, Health and Safety File and Written Report on Professional Risk Assessment, the Safety Coordinator and the Safety Engineer.**

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





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**ARTICLE 29 ADHERENCE TO LAWS, POLICE REGULATIONS - ISSUANCE OF PERMITS**

- 29.1** 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.
- 29.2** 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.
- 29.3** 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 30 TAXES, DUTIES, CONTRIBUTIONS, RETENTION**

The Contractor shall pay all taxes, contributions and duties of any kind related to the Contract, which are currently in effect or may to be imposed during the Contract's execution period, 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 31 CONTRACTOR'S FORFEITURE**

- 31.1** The Contractor is declared forfeited further to AM's BoD Resolution in the following cases:
1. If the provisional contractor to whom the contract was awarded does not show up within the deadline set to sign the pertinent contract.



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2. If the Contractor does not deliver the systems or if he does not replace them or if he does not repair them or maintain them within the contractual time or within the time extension that was granted to him.
3. If the Contractor does not fulfil his contractual obligations or if he does not comply with the written instructions of the Service, which are in accordance with the Contract or with the applicable legislation.

**31.2** The Contractor is not declared forfeited, as far as the award or assignment or the contract are concerned in the following cases:

1. If the contract was not signed under AM's responsibility or if the system was neither delivered nor replaced nor maintained within the contractual time or within the time extension that was granted to him under AM's responsibility.
2. Due to force majeure.

**31.3** The following penalties shall be imposed to the Contractor who has been forfeited, as far as the award or assignment or the contract are concerned, by virtue of AM's BoD Resolution, further to the opinion expressed by the Supervision Department, which mandatorily, calls upon the Contractor to provide explanations. The subject penalties are the following:

- a) Overall payment of the performance or good operation letter of guarantee of the contract on a per case basis;
- b) Collection of the advance payment with interest that was granted to the forfeited Contractor.

**ARTICLE 32 OWNERSHIP OF THE SUPPLY – COPYRIGHT – OWNERSHIP OF INDUSTRIAL PROPERTY**

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

**32.2** 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 data transmission systems.

**32.3** 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

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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.

- 32.4** 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.
- 32.5** 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 systems. 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.
- 32.6** 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.
- 32.7** 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.
- 32.8** 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 33 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,

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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 34 UTILIZATION OF COMPUTER TECHNOLOGY BY THE CONTRACTOR**

- 34.1** 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.
- 34.2** 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:
- 34.2.1 Any type of text (reports, letters, etc.) shall be in Microsoft **Word 2007** or newer release (and/or in compatible “format”).
- 34.2.2 Any type of tables (reports, statistics, diagrams) shall be in Microsoft **Excel 2007** or newer release.
- 34.2.3 Any type of construction drawings shall be in **dwg** files (AutoCAD 2007 or newer) and the respective software for electrical drawings.
- 34.2.4 Flow charts, charts or other type of drawings apart from construction drawings shall be in MICROSOFT **Visio 2007** files or newer release.
- 34.3** 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.
- 34.4** 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 of AM.
- 34.5** 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.



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**ARTICLE 35 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 explicit written consent of AM.

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 explicit 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 to the public, the press, any natural or legal entity or to any official body etc., unless he has previously received the explicit written consent of AM.

**ARTICLE 36 PROHIBITION FOR SUBSTITUTION**

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

**ARTICLE 37 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, The Contractor is obliged to proceed to the execution of the above-mentioned activities working overtime or during nights or during days off and holidays 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.

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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 38 CONTRACT AMENDMENT**

In case the Contract needs to be amended, then AM shall maintain the right to consider the issue in view of the provisions of Directive 2014/25/EC and article 337 of Law 4412/16.

**ARTICLE 39 SYSTEM's COMPATIBILITY**

The Contractor shall ensure full compatibility of the new data transmission systems with the current ones.

**ARTICLE 40 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.

**ARTICLE 41 ADMINISTRATIVE APPEALS DURING THE CONTRACT  
EXECUTION – - RIGHT FOR UNILATERAL TERMINATION OF THE  
CONTRACT**

**41.1** Against the decisions imposing penalties to him by virtue of articles 203, 206, 207, 213, 218 and 220 of Law 4412/16, the economic operator is entitled to file an appeal for reasons of legality and essence before ATTIKO METRO S.A. within a thirty (30)-day mandatory deadline, as of the date when he was informed about the relevant decision. AM's BoD shall make the relevant resolution on the aforesaid appeal.

The subject Resolution cannot be disputed via another administrative appeal of any nature.

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- 41.2** During the execution of the Contract, AM reserves the right to proceed with the unilateral termination of the Contract in the cases and under the conditions foreseen in article 338 of Law 4412/16.

**ARTICLE 42 COORDINATION – COOPERATION OF CONTRACTORS AND STASY**

- 42.1** 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 systems 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.

- 42.2** 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.
- 42.3** Especially, during the testing and commissioning phases of the systems, the Contractor is obliged to cooperate with STASY too, in order to schedule with precision the tests and their sequence.



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**ΥΠΟΔΕΙΓΜΑ Α1**

**ΕΓΓΥΗΤΙΚΗ ΕΠΙΣΤΟΛΗ ΚΑΛΗΣ ΕΚΤΕΛΕΣΗΣ**

Εκδότης (Πλήρης επωνυμία Πιστωτικού Ιδρύματος ..... /  
Ε.Τ.Α.Α.-Τ.Σ.Μ.Ε.Δ.Ε.

Ημερομηνία έκδοσης .....

Προς: (Πλήρης επωνυμία Αναθέτουσας Αρχής/Αναθέτοντος Φορέα<sup>1</sup>)

.....  
(Διεύθυνση Αναθέτουσας Αρχής/Αναθέτοντος Φορέα)<sup>2</sup> .....

Εγγύηση μας υπ' αριθμ. .... ποσού ..... ευρώ<sup>3</sup>.

Έχουμε την τιμή να σας γνωρίσουμε ότι εγγυόμαστε με την παρούσα επιστολή  
ανέκκλητα και ανεπιφύλακτα παραιτούμενοι του δικαιώματος της διαιρέσεως και  
διζήσεως μέχρι του ποσού των

ευρώ.....<sup>4</sup>

υπέρ του:

(i) [σε περίπτωση φυσικού προσώπου]: (ονοματεπώνυμο, πατρώνυμο)

....., ΑΦΜ: ..... (διεύθυνση)

....., ή

(ii) [σε περίπτωση νομικού προσώπου]: (πλήρη επωνυμία) ....., ΑΦΜ:

..... (διεύθυνση) ..... ή

(iii) [σε περίπτωση ένωσης ή κοινοπραξίας:] των φυσικών / νομικών προσώπων

α) (πλήρη επωνυμία) ..... ΑΦΜ: ..... (διεύθυνση) .....

β) (πλήρη επωνυμία) ....., ΑΦΜ: ..... (διεύθυνση) .....

γ) (πλήρη επωνυμία) ....., ΑΦΜ: ..... (διεύθυνση) .....

(συμπληρώνεται με όλα τα μέλη της ένωσης / κοινοπραξίας)

ατομικά και για κάθε μία από αυτές και ως αλληλέγγυα και εις ολόκληρο υπόχρεων  
μεταξύ τους, εκ της ιδιότητάς τους ως μελών της ένωσης ή κοινοπραξίας, για την

<sup>1</sup> Όπως ορίζεται στα έγγραφα της σύμβασης.

<sup>2</sup> Όπως ορίζεται στα έγγραφα της σύμβασης.

<sup>3</sup> Ολογράφως και σε παρένθεση αριθμητικώς.

<sup>4</sup> Όπως υποσημείωση 3.





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καλή εκτέλεση της σύμβασης **"(τίτλος σύμβασης)"**, σύμφωνα με την (αριθμό) ..... Διακήρυξη της Αττικό Μετρό Α.Ε..

Το παραπάνω ποσό τηρείται στη διάθεσή σας και θα καταβληθεί ολικά ή μερικά χωρίς καμία από μέρους μας αντίρρηση, αμφισβήτηση ή ένσταση και χωρίς να ερευνηθεί το βάσιμο ή μη της απαίτησής σας μέσα σε πέντε (5) ημέρες από την απλή έγγραφη ειδοποίησή σας.

Η παρούσα ισχύει μέχρις ότου αυτή μας επιστραφεί μαζί με έγγραφη δήλωσή σας ότι μπορούμε να θεωρήσουμε την Τράπεζα μας απαλλαγμένη από κάθε σχετική υποχρέωση εγγυοδοσίας μας.

Σε περίπτωση κατάπτωσης της εγγύησης, το ποσό της κατάπτωσης υπόκειται στο εκάστοτε ισχύον πάγιο τέλος χαρτοσήμου.

Βεβαιώνουμε υπεύθυνα ότι το ποσό των εγγυητικών επιστολών που έχουν δοθεί, συνυπολογίζοντας και το ποσό της παρούσας, δεν υπερβαίνει το όριο των εγγυήσεων που έχουμε το δικαίωμα να εκδίδουμε.

Η Εγγυητική Επιστολή θα είναι εισπρακτέα και πληρωτέα στην Ελλάδα και οποιαδήποτε διαφορά επ' αυτής θα υπόκειται στην αποκλειστική δικαιοδοσία των αρμόδιων Ελληνικών Δικαστηρίων της Αθήνας κατά το ελληνικό δίκαιο.

(Εξουσιοδοτημένη Υπογραφή)



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**SAMPLE A2**

**GOOD PERFORMANCE LETTER OF GUARANTEE**

Issued by (Full name of the Credit Institution)

...../ETAA TSMEDE

Date of issuance:.....

To: (Full name of the Awarding Authority / Agency <sup>1</sup>)

.....

(Address of the Awarding Authority / Agency<sup>2</sup> )

.....

Our Guarantee no. .... against the amount of ..... euro<sup>3</sup>.

We hereby declare that we irrevocably and unreservedly guarantee waiving our rights to to make use of the benefit of division and discussion up to the amount of ..... euro <sup>4</sup>

in favour of:

(i) [in case of a physical entity]: (full name, father's name) ....., Tax Payer's Number ..... (address) ....., or

(ii) [in case of a legal entity]: (full name) ....., Tax Payer's Number ..... (address) ....., or

(iii) [in case of a Joint Venture/ Consortium]: of physical/ legal entities

a) (full name) ....., Tax Payer's Number ..... (address) .....,

b) (full name) ..... Tax Payer's Number ... (address) .....,

c) (full name) ....., Tax Payer's Number ..... (address) .....,

(fill in all members of the Joint Venture/ Consortium)

individually and for each one of the above and jointly and severally liable in their capacity as members of the Joint Venture/ Consortium for the good performance of the contract "**(title of the contract)**", in accordance with ATTIKO METRO S.A. Invitation to Tender ..... (number)".

The aforementioned amount remains at your disposal and shall be paid in full or in instalments. Payment shall be made without disagreement, dispute or objection of

<sup>1</sup> As specified in the Contract documents

<sup>2</sup> As specified in the Contract documents

<sup>3</sup> The amount of the Letter of Guarantee is written in full and in numbers in brackets.

<sup>4</sup> See footnote 3



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any kind on our part, without examining the validity or non validity of your claim, within **five (5) days** upon receipt of your written notification.

The present guarantee shall remain valid until it is returned to us along with a written statement of yours that we can assume that our Bank is free from any relevant obligation for the provision of security.

If this guarantee becomes payable, the relevant amount shall be subject to the applicable stamp duty.

We hereby certify that the amount of the Letters of Guarantee already provided, including also the amount of the present guarantee, does not exceed the threshold of the Letters of Guarantee that we have the right to issue.

The Letter of Guarantee shall be collectable and payable in Greece. Any dispute to be raised concerning this Letter of Guarantee shall be subject to the exclusive jurisdiction of the competent Courts in Athens, Greece and the Greek legislation.

(Authorized Signature)



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ΥΠΟΔΕΙΓΜΑ Β1

**ΕΓΓΥΗΤΙΚΗ ΕΠΙΣΤΟΛΗ ΠΡΟΚΑΤΑΒΟΛΗΣ**

Εκδότης (Πλήρης επωνυμία Πιστωτικού Ιδρύματος ..... /  
Ε.Τ.Α.Α.-Τ.Σ.Μ.Ε.Δ.Ε.

Ημερομηνία έκδοσης .....

Προς: (Πλήρης επωνυμία Αναθέτουσας Αρχής/Αναθέτοντος Φορέα<sup>1</sup>)

.....  
(Διεύθυνση Αναθέτουσας Αρχής/Αναθέτοντος Φορέα)<sup>2</sup> .....

Εγγύηση μας υπ' αριθμ. .... ποσού ..... ευρώ<sup>3</sup>.

Έχουμε την τιμή να σας γνωρίσουμε ότι εγγυόμαστε με την παρούσα επιστολή  
ανέκκλητα και ανεπιφύλακτα παραιτούμενοι του δικαιώματος της διαιρέσεως και  
διζήσεως μέχρι του ποσού των

ευρώ.....<sup>4</sup>

υπέρ του:

(i) [σε περίπτωση φυσικού προσώπου]: (ονοματεπώνυμο, πατρώνυμο)

....., ΑΦΜ: ..... (διεύθυνση)

....., ή

(ii) [σε περίπτωση νομικού προσώπου]: (πλήρη επωνυμία) ....., ΑΦΜ:

..... (διεύθυνση) ..... ή

(iii) [σε περίπτωση ένωσης ή κοινοπραξίας:] των φυσικών / νομικών προσώπων

α) (πλήρη επωνυμία) ..... ΑΦΜ: ..... (διεύθυνση) .....

β) (πλήρη επωνυμία) ....., ΑΦΜ: ..... (διεύθυνση) .....

γ) (πλήρη επωνυμία) ....., ΑΦΜ: ..... (διεύθυνση) .....

(συμπληρώνεται με όλα τα μέλη της ένωσης / κοινοπραξίας)

ατομικά και για κάθε μία από αυτές και ως αλληλέγγυα και εις ολόκληρο υπόχρεων  
μεταξύ τους, εκ της ιδιότητάς τους ως μελών της ένωσης ή κοινοπραξίας, για την  
καλή εκτέλεση της σύμβασης **"(τίτλος σύμβασης)"**, σύμφωνα με την (αριθμό)

<sup>1</sup> Όπως ορίζεται στα έγγραφα της σύμβασης.

<sup>2</sup> Όπως ορίζεται στα έγγραφα της σύμβασης.

<sup>3</sup> Ολογράφως και σε παρένθεση αριθμητικώς.

<sup>4</sup> Όπως υποσημείωση 3.



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..... Διακήρυξη της Αττικό Μετρό Α.Ε..

Το παραπάνω ποσό τηρείται στη διάθεσή σας και θα καταβληθεί ολικά ή μερικά χωρίς καμία από μέρους μας αντίρρηση, αμφισβήτηση ή ένσταση και χωρίς να ερευνηθεί το βάσιμο ή μη της απαίτησής σας μέσα σε πέντε (5) ημέρες από την απλή έγγραφη ειδοποίησή σας.

Η παρούσα ισχύει μέχρις ότου αυτή μας επιστραφεί μαζί με έγγραφη δήλωσή σας ότι μπορούμε να θεωρήσουμε την Τράπεζα μας απαλλαγμένη από κάθε σχετική υποχρέωση εγγυοδοσίας μας.

Σε περίπτωση κατάπτωσης της εγγύησης, το ποσό της κατάπτωσης υπόκειται στο εκάστοτε ισχύον πάγιο τέλος χαρτοσήμου.

Βεβαιώνουμε υπεύθυνα ότι το ποσό των εγγυητικών επιστολών που έχουν δοθεί, συνυπολογίζοντας και το ποσό της παρούσας, δεν υπερβαίνει το όριο των εγγυήσεων που έχουμε το δικαίωμα να εκδίδουμε.

Η Εγγυητική Επιστολή θα είναι εισπρακτέα και πληρωτέα στην Ελλάδα και οποιαδήποτε διαφορά επ' αυτής θα υπόκειται στην αποκλειστική δικαιοδοσία των αρμόδιων Ελληνικών Δικαστηρίων της Αθήνας κατά το ελληνικό δίκαιο.

(Εξουσιοδοτημένη Υπογραφή)



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**SAMPLE B2**

**ADVANCE PAYMENT LETTER OF GUARANTEE**

Issued by (Full name of the Credit Institution)

...../ETAA TSMEDE

Date of issuance:.....

To: (Full name of the Awarding Authority / Agency <sup>1</sup>)

.....

(Address of the Awarding Authority / Agency<sup>2</sup>)

.....

Our Guarantee no. .... against the amount of ..... euro<sup>3</sup>.

We hereby declare that we irrevocably and unreservedly guarantee waiving our rights to to make use of the benefit of division and discussion up to the amount of ..... euro <sup>4</sup>

in favour of:

(i) [in case of a physical entity]: (full name, father's name) ....., Tax Payer's Number ..... (address) ....., or

(ii) [in case of a legal entity]: (full name) ....., Tax Payer's Number ..... (address) ....., or

(iii) [in case of a Joint Venture/ Consortium]: of physical/ legal entities

a) (full name) ....., Tax Payer's Number ..... (address) .....,

b) (full name) ..... Tax Payer's Number ... (address) .....,

c) (full name) ....., Tax Payer's Number ..... (address) .....,

(fill in all members of the Joint Venture/ Consortium)

individually and for each one of the above and jointly and severally liable in their capacity as members of the Joint Venture/ Consortium for the good performance of the contract "**(title of the contract)**", in accordance with ATTIKO METRO S.A. Invitation to Tender ..... (number)".

The aforementioned amount remains at your disposal and shall be paid in full or in instalments. Payment shall be made without disagreement, dispute or objection of any kind on our part, without examining the validity or non validity of your claim, within **five (5) days** upon receipt of your written notification.

<sup>1</sup> As specified in the Contract documents

<sup>2</sup> As specified in the Contract documents

<sup>3</sup> The amount of the Letter of Guarantee is written in full and in numbers in brackets.

<sup>4</sup> See footnote 3





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The present guarantee shall remain valid until it is returned to us along with a written statement of yours that we can assume that our Bank is free from any relevant obligation for the provision of security.

If this guarantee becomes payable, the relevant amount shall be subject to the applicable stamp duty.

We hereby certify that the amount of the Letters of Guarantee already provided, including also the amount of the present guarantee, does not exceed the threshold of the Letters of Guarantee that we have the right to issue.

The Letter of Guarantee shall be collectable and payable in Greece. Any dispute to be raised concerning this Letter of Guarantee shall be subject to the exclusive jurisdiction of the competent Courts in Athens, Greece and the Greek legislation.

(Authorized Signature)



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ΥΠΟΔΕΙΓΜΑ Γ1

ΕΓΓΥΗΤΙΚΗ ΕΠΙΣΤΟΛΗ ΚΑΛΗΣ ΛΕΙΤΟΥΡΓΙΑΣ

Εκδότης (Πλήρης επωνυμία Πιστωτικού Ιδρύματος ..... /  
Ε.Τ.Α.Α.-Τ.Σ.Μ.Ε.Δ.Ε.

Ημερομηνία έκδοσης .....

Προς: (Πλήρης επωνυμία Αναθέτουσας Αρχής/Αναθέτοντος Φορέα<sup>1)</sup>

.....  
(Διεύθυνση Αναθέτουσας Αρχής/Αναθέτοντος Φορέα)<sup>2</sup> .....

Εγγύηση μας υπ' αριθμ. .... ποσού ..... ευρώ<sup>3</sup>.

Έχουμε την τιμή να σας γνωρίσουμε ότι εγγυόμαστε με την παρούσα επιστολή  
ανέκκλητα και ανεπιφύλακτα παραιτούμενοι του δικαιώματος της διαιρέσεως και  
διζήσεως μέχρι του ποσού των

ευρώ.....<sup>4</sup>

υπέρ του:

(i) [σε περίπτωση φυσικού προσώπου]: (ονοματεπώνυμο, πατρώνυμο)

....., ΑΦΜ: ..... (διεύθυνση)

....., ή

(ii) [σε περίπτωση νομικού προσώπου]: (πλήρη επωνυμία) ....., ΑΦΜ:

..... (διεύθυνση) ..... ή

(iii) [σε περίπτωση ένωσης ή κοινοπραξίας:] των φυσικών / νομικών προσώπων

α) (πλήρη επωνυμία) ..... ΑΦΜ: ..... (διεύθυνση) .....

β) (πλήρη επωνυμία) ....., ΑΦΜ: ..... (διεύθυνση) .....

γ) (πλήρη επωνυμία) ....., ΑΦΜ: ..... (διεύθυνση) .....

(συμπληρώνεται με όλα τα μέλη της ένωσης / κοινοπραξίας)

ατομικά και για κάθε μία από αυτές και ως αλληλέγγυα και εις ολόκληρο υπόχρεων  
μεταξύ τους, εκ της ιδιότητάς τους ως μελών της ένωσης ή κοινοπραξίας, για την  
καλή εκτέλεση της σύμβασης **"(τίτλος σύμβασης)"**, σύμφωνα με την (αριθμό)

<sup>1</sup> Όπως ορίζεται στα έγγραφα της σύμβασης.

<sup>2</sup> Όπως ορίζεται στα έγγραφα της σύμβασης.

<sup>3</sup> Ολογράφως και σε παρένθεση αριθμητικώς.

<sup>4</sup> Όπως υποσημείωση 3.



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..... Διακήρυξη της Αττικό Μετρό Α.Ε..

Το παραπάνω ποσό τηρείται στη διάθεσή σας και θα καταβληθεί ολικά ή μερικά χωρίς καμία από μέρους μας αντίρρηση, αμφισβήτηση ή ένσταση και χωρίς να ερευνηθεί το βάσιμο ή μη της απαίτησής σας μέσα σε πέντε (5) ημέρες από την απλή έγγραφη ειδοποίησή σας.

Η παρούσα ισχύει μέχρις ότου αυτή μας επιστραφεί μαζί με έγγραφη δήλωσή σας ότι μπορούμε να θεωρήσουμε την Τράπεζα μας απαλλαγμένη από κάθε σχετική υποχρέωση εγγυοδοσίας μας.

Σε περίπτωση κατάπτωσης της εγγύησης, το ποσό της κατάπτωσης υπόκειται στο εκάστοτε ισχύον πάγιο τέλος χαρτοσήμου.

Βεβαιώνουμε υπεύθυνα ότι το ποσό των εγγυητικών επιστολών που έχουν δοθεί, συνυπολογίζοντας και το ποσό της παρούσας, δεν υπερβαίνει το όριο των εγγυήσεων που έχουμε το δικαίωμα να εκδίδουμε.

Η Εγγυητική Επιστολή θα είναι εισπρακτέα και πληρωτέα στην Ελλάδα και οποιαδήποτε διαφορά επ' αυτής θα υπόκειται στην αποκλειστική δικαιοδοσία των αρμόδιων Ελληνικών Δικαστηρίων της Αθήνας κατά το ελληνικό δίκαιο.

(Εξουσιοδοτημένη Υπογραφή)



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**SAMPLE C2**

**GOOD OPERATION LETTER OF GUARANTEE**

Issued by (Full name of the Credit Institution)

...../ETAA TSMEDE

Date of issuance:.....

To: (Full name of the Awarding Authority / Agency <sup>1</sup>)

.....

(Address of the Awarding Authority / Agency<sup>2</sup>)

.....

Our Guarantee no. .... against the amount of ..... euro<sup>3</sup>.

We hereby declare that we irrevocably and unreservedly guarantee waiving our rights to to make use of the benefit of division and discussion up to the amount of ..... euro <sup>4</sup>

in favour of:

(i) [in case of a physical entity]: (full name, father's name) ....., Tax Payer's Number ..... (address) ....., or

(ii) [in case of a legal entity]: (full name) ....., Tax Payer's Number ..... (address) ....., or

(iii) [in case of a Joint Venture/ Consortium]: of physical/ legal entities

a) (full name) ....., Tax Payer's Number ..... (address) .....,

b) (full name) .....Tax Payer's Number ... (address) .....,

c) (full name) ....., Tax Payer's Number ..... (address) .....,

(fill in all members of the Joint Venture/ Consortium)

individually and for each one of the above and jointly and severally liable in their capacity as members of the Joint Venture/ Consortium for the good performance of the contract "**(title of the contract)**", in accordance with ATTIKO METRO S.A. Invitation to Tender ..... (number)".

The aforementioned amount remains at your disposal and shall be paid in full or in instalments. Payment shall be made without disagreement, dispute or objection of

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<sup>1</sup> As specified in the Contract documents

<sup>2</sup> As specified in the Contract documents

<sup>3</sup> The amount of the Letter of Guarantee is written in full and in numbers in brackets.

<sup>4</sup> See footnote 3



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any kind on our part, without examining the validity or non validity of your claim, within **five (5) days** upon receipt of your written notification.

The present guarantee shall remain valid until it is returned to us along with a written statement of yours that we can assume that our Bank is free from any relevant obligation for the provision of security.

If this guarantee becomes payable, the relevant amount shall be subject to the applicable stamp duty.

We hereby certify that the amount of the Letters of Guarantee already provided, including also the amount of the present guarantee, does not exceed the threshold of the Letters of Guarantee that we have the right to issue.

The Letter of Guarantee shall be collectable and payable in Greece. Any dispute to be raised concerning this Letter of Guarantee shall be subject to the exclusive jurisdiction of the competent Courts in Athens, Greece and the Greek legislation.

(Authorized Signature)

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**TABLE A**

**PERCENTAGE ALLOCATION FOR THE PAYMENTS OF THE CONTRACTOR**

<b>No</b>	<b>Description</b>	<b>Payment percentages on the offered amount</b>
1.	ANTHOUPOLI Station	<b>2.30%</b>
2.	PERISTERI Station	<b>2.30%</b>
3.	AGHIOS ANTONIOS Station	<b>2.30%</b>
4.	SEPOLIA Station	<b>2.30%</b>
5.	ATTIKI Station	<b>2.30%</b>
6.	LARISSA Station	<b>2.30%</b>
7.	METAXOURGHIO Station	<b>2.30%</b>
8.	OMONIA Station	<b>2.30%</b>
9.	PANEPISTIMIO Station	<b>2.30%</b>
10.	SYNTAGMA Station	<b>2.30%</b>
11.	AKROPOLI Station	<b>2.30%</b>
12.	SYNGROU-FIX Station	<b>2.30%</b>
13.	NEOS KOSMOS Station	<b>2.30%</b>
14.	AGHIOS IOANNIS Station	<b>2.30%</b>
15.	DAFNI Station	<b>2.30%</b>
16.	AGHIOS DIMITRIOS Station	<b>2.30%</b>
17.	ILIOUPOLI Station	<b>2.30%</b>
18.	ALIMOS Station	<b>2.30%</b>
19.	ARGYROUPOLI Station	<b>2.30%</b>
20.	ELLINIKO Station	<b>2.30%</b>
21.	D. PLAKENTIAS Station	<b>2.30%</b>



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22.	HALANDRI Station	<b>2.30%</b>
23.	AGHIA PARASKEVI Station	<b>2.30%</b>
24.	NOMISMATOKOPIO Station	<b>2.30%</b>
25.	HOLARGOS Station	<b>2.30%</b>
26.	ETHNIKI AMYNA Station	<b>2.30%</b>
27.	KATEHAKI Station	<b>2.30%</b>
28.	PANORMOU Station	<b>2.30%</b>
29.	AMBELOKIPI Station	<b>2.30%</b>
30.	MEGARO MOUSIKIS Station	<b>2.30%</b>
31.	EVANGELISMOS Station	<b>2.30%</b>
32.	MONASTIRAKI Station	<b>2.30%</b>
33.	KERAMIKOS Station	<b>2.30%</b>
34.	ELEONAS Station	<b>2.30%</b>
35.	EGALEO Station	<b>2.30%</b>
36.	AGHIA MARINA Station	<b>2.30%</b>
37.	Operations Control Center	<b>5.00%</b>
38.	Data Transmission Systems Integration Tests	<b>9.5%</b>
	<b>TOTAL</b>	<b>100.0%</b>