



**TITLE OF THE TENDER: “SUPPLY OF ROLLING STOCK (SERIES
II) FOR THE ATHENS TRAMWAY”
RFP-291/16 A.Σ. 38385**

CONDITIONS OF CONTRACT

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ARTICLE 1 SCOPE

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

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

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

ARTICLE 2 APPLICABLE LEGISLATION

This Contract, upon appointment of the Contractor until its completion, shall be governed by the documents' terms, the provisions of Greek Legislation, of Law 4412/16 and the Civil Code. The Courts of Athens are the only competent bodies.

ARTICLE 3 DEFINITIONS

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

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

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

ARTICLE 4 CONTRACT DOCUMENTS ORDER OF PRECEDENCE

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

- a. Supply Agreement
- b. Financial Offer of the Contractor
- c. Invitation to Tender and Clarifications Document
- d. Conditions of Contract (the present document)
- e. Performance Specifications (with its Annexes and its accompanying drawings)
- f. Time Schedule

- g. Technical Offer of the Contractor

ARTICLE 5 LANGUAGE OF THE CONTRACT

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

ARTICLE 6 CONDITIONS FOR THE EXECUTION OF THE SUPPLY

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

ARTICLE 7 STANDARDS - SPECIFICATION – CODES

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

The order of prevalence of the standards is as follows:

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

The standards of the aforementioned organizations cover the minimum requirements that must be met. The Contractor can adopt standards equivalent or superior than those mentioned in the Performance Specifications. 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 their equivalence.

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

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

ARTICLE 8 DEADLINES – TIME SCHEDULE

8.1 Overall Contractual Time

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

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

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

In case the Contractor completes the manufacturing of the vehicles prior to the determined completion date, foreseen in the Approved

Time Schedule , then AM's written permit is required for the vehicles to be transported and delivered at AM's depot in Athens.

8.2 Partial Contractual Delivery Times

Partial delivery times are set **in calendar days as of the Contract signing**, as follows:

	Description	Partial contractual delivery deadlines (calendar days)
8.2.1	Completion of the factory manufacturing, testing, delivery and commissioning of the first vehicle at AM's facilities in Athens.	610
8.2.2	Within sixty (60) calendar days upon achieving the deadline stipulated in article 8.2.1 of the Conditions of Contract, i.e. of the delivery and commissioning at AM's facilities of the first tramway vehicle, the Contractor will deliver to AM the main spare parts and the equipment intended for pulling the vehicles, as stipulated in Table D of the Financial Offer Form, as well as the Operation and Maintenance Manuals.	60 calendar days upon achieving deadline stipulated in 8.2.1
8.2.3	Completion of the factory manufacturing, testing, delivery and commissioning at AM's facilities in Athens of the next four (4) vehicles of the supply.	670
8.2.4	Completion of the factory manufacturing, testing, delivery and commissioning at AM's facilities in Athens of the next ten (10) vehicles of the supply.	810
8.2.5	Completion of the factory manufacturing, testing, delivery and commissioning at AM's facilities in Athens of the last ten (10) vehicles of the supply.	940

8.3 Extensions

The Contractor is obliged to deliver the tramway rolling stock within the deadline (articles 8.1 and 8.3 of these CC) set and as foreseen in the Contract. 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 tramway rolling stock practically impossible), then the contractual delivery date of the rolling stock (overall time and/or partial contractual times) may be extended.

To this end, the Contractor shall **necessarily** submit a written request prior to the expiry of the contractual deadline.

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 Deadlines further to the issuance of a documented Resolution of its BoD.

If the contractual delivery dates (overall time and/or partial contractual times), as set in articles 8.1 and 8.2 of these CC, expire without prompt submittal of a request for extension or if the deadline extended in line with the above expires without delivery of the partial section required as per article 8.1 and/or 8.2 of the Conditions of Contract, without any prior new request for extension on the part of the Contractor, the Contractor shall be declared forfeited.

If the contractual delivery times of the Supply Contract are extended

- a. for reasons of force majeure or other significant reasons rendering on-time delivery of the tramway rolling stock practically impossible, no penalties shall be imposed
- b. In any other case where an extension to the contractual delivery date has been granted, the penalties foreseen in para. 8.4 below shall apply.

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

8.4 Penalties

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

If the delivery contractual times (overall time and/or partial contractual times) are not adhered to, then after expiry of the contractual time and before expiry of the extension granted, a penalty of 5% shall be imposed for overdue delivery of materials, VAT excluded.

The value of the overdue materials shall be calculated based on the cost deriving from article 10.2.1 of these CC.

If the Contractor has received an advance payment, then apart from the penalty foreseen as above, then an interest on the advance payment that the Contractor has already received shall be also imposed starting the day upon expiry of the contractual deadline and until the tramway rolling stock is delivered. The interest shall be calculated on the basis of the applicable threshold of the overdue interest percentage.

The penalty and the interests on the advance payment shall be collected by withholding the relevant amount from the Supplier'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 contractual delivery times stipulated in article 8 of this document and within thirty (30) calendar days upon signing the Contract, the Contractor shall submit to AM for approval the Detailed Time Schedule, defining the completion time of each activity, the partial contractual delivery times), as well as the overall contractual time for the completion of the Supply.

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

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

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

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

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

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

9.2 The detailed time schedule shall consist of a precedence network diagram (Preceding Diagram Method - PDM) using the Critical Path Method (CPM) and PRIMAVERA software, showing each individual basic activity in sequence to meet the partial contractual delivery

dates, as well as the overall contractual time for the completion of the Contract Scope.

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

The time schedule shall include activities' duration, interfaces, manpower and, in general, the progress rates of various works. It shall also include, *inter alia*, activities outside the manufacturing plant, such as designs, factory tests, supply and delivery of materials and equipment. Moreover, it shall also contain in detail the time schedule for any kind of tests in the factory and in Athens and personnel training. Except the supply related activities, **all activities in the time schedule shall be analysed in such a way so that none of them has a duration longer than 30 calendar days.**

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

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

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

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

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

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

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

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

Level 1: Identifies the phase of the work.

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

Level 2: Identifies the vehicle where works/ tests are being performed on-board

Examples: 1st Vehicle, 2nd Vehicle.

Level 3: Identifies the specific section of the Vehicle on which works/ tests are being executed

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

The cost analysis of the partial payments shall match the analysis of the time schedule. For reasons of following up absorption of funds, all costs of article 10.2 of the Conditions of Contract shall correspond to one or more activities included in the time schedule with the option for their direct match. The definition of the cost centres of each activity contained in the time schedule in PRIMAVERA shall constitute the precondition for the time schedule approval, so that both the progress (absorption) – time S-curves and the table in which the payments of article 10.2 match the activities of the time schedule can be compiled.

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

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

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

Within the first five (5) days of every month, along with the monthly Progress Report the Contractor shall submit a copy of the updated current time schedule with an indication of the actual progress as compared to the approved time schedule in electronic format as well. Along with the monthly progress report, the Contractor shall also submit photographs in printed and electronic format showing the progress of the supply, as well as videos indicating important milestones of the Contract (e.g. acceptance of vehicle in the Depot in Athens, Dynamic tests, etc.).

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

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

In case of extensions to the contractual delivery dates (overall time and/or partial contractual times), 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 overall interest-bearing advance payment equal to thirty percent (30%) of the Overall Lump Sum Price of the Contract - to be paid in instalments - shall be provided to the Contractor. Payment of the partial advance payments is subject to the prior submission of a Letter of Guarantee, in line with the following stipulations. This advance payment is optional and the Contractor must file a relevant request.

The advance payment shall be broken down as follows:

- **10%** Upon the contract signing
- **10%** Upon approval by AM of the submitted complete Design for the Supply
- **10%** Upon completion of the construction of the vehicle's body and bogie - as regards the first vehicle - and further to their inspection and approval 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 letter of guarantee. In case the Contractor requests an advance payment, then he shall be obliged to deposit an advance payment guarantee to cover the difference between the amount of the good performance guarantee and the amount of the advance payment to be paid. The advance payment guarantee shall be compiled in line with Sample 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= $\rho/\Sigma \times 100 \times 1.10$

ρ : The amount of the advance payment in EURO; **Σ :** the part of the contract price that has not been paid yet to the Contractor when granting the advance payment.

If several amounts p_1 , p_2 , p_3 are granted as partial advance payments, then the deduction percentage shall derive from the following formula:

$$\Pi(\%) = 100 \cdot 1.10^* (p_1/\Sigma 1 + p_2/\Sigma 2 + p_3/\Sigma 3)$$

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

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 1st Payment Certificate. As regards 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.

$\epsilon(\%)$: 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 of the Contractual Price shall be made as a percentage (%) as follows:

- **20%** of Lump Sum Price 1 of the Financial Offer, divided by twenty five (1/25) per vehicle; it shall be effected proportionally upon vehicles' delivery at TRAM's Depot in Athens, including tests in the manufacturing plant. For this payment, approval of the Macroscopic Control Protocol is required, in line with article 15 herein;
- **80%** of Lump Sum Price 1 of the Financial Offer, divided by twenty five (1/25) per vehicle; it shall be effected proportionally upon successful execution of testing and commissioning of the vehicles at TRAM's Depot and lines in Athens. For this payment, approval of the Final Acceptance Protocol is required, in line with article 15 herein;

- **100%** of Lump Sum Price 2 of the Financial Offer, upon delivery of the main spare parts, the special tools, the diagnostic testing equipment, the equipment intended for transferring vehicles, the delivery of the Operation and Maintenance Manuals and the training of STASY personnel. For this payment, approval of the Final Acceptance Protocol is required, in line with article 15 herein.

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 protocols of macroscopic or final acceptance depending on the requirements of each payment
- A proof of evidence (document) showing that the material entered AM's depot/ warehouse
- Invoice of the Contractor in triplicate 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.

It is stressed 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 shall be charged with the respective duty stamp and with a 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 acceptance protocols, the accounts/payment certificates shall be submitted in five (5) print-out originals, as well as in digital format, while their structure and content shall have been previously approved by AM.

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 works that have been executed and the expenses incurred as of the beginning of the Contract. The amounts paid through the preceding accounts shall be deducted from the new account and the new payable amount shall derive thereof. The Contractor shall not be entitled for submitting a new account unless AM has certified the previous one.

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

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

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

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

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

The payments shall be effected via a remittance, as regards imports in the name of AM, at the Contractor's expenses, via checks for invoices issued by the Contractor's installations in Greece. The provision of receipt is necessary for the payment. The currency to be used for the Contractor's payment shall be EURO.

10.3 Good Performance Guarantee

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

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

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

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

10.3.3 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 16 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 20% 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 and Advance Payment Letters of Guarantee shall be delivered to the Contractor following the final quantitative and qualitative acceptance of the Supply. If the final acceptance protocol includes remarks or in case there is an overdue delivery, then the letters of guarantee shall be returned on condition that the remarks and the overdue delivery have been addressed as specified. 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. In no case shall the overall amount of the letters of guarantee - available to AM - be less than the non-amortized part of the advance payment.

Gradual release of the Letters of Guarantee is subject to prior opinion of the Acceptance Committee concerned. 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 compilation of the acceptance protocol of the guaranteed good operation by the Acceptance Committee and its approval by AM's BoD. It is stressed that the prerequisite for the approval of the relevant protocol is ascertaining that the vehicles do comply with all parameters and performance stated by the Contractor during his Offering period (article 16 of the Invitation to Tender), through the issuance of Special Proceedings by the Acceptance Committee.

ARTICLE 11 **DESIGNS**

11.1 Upon the Contract signing, the Contractor must proceed with the compilation of the Design according to the provisions of the Document entitled "Performance Specifications".

- 11.2** The Contractor must submit - four (4) months at the latest upon contract signing - the Compatibility Design for interface with the existing network, vehicles and infrastructures of the Athens Tramway System. This Design shall include all interface points between the new vehicles and the existing system, as well as the method to be used by the Contractor in view of ensuring the required compatibility.
- 11.3** The Contractor shall be exclusively responsible for any deficiencies in the Designs, to be prepared by him, deriving from his omission to request timely information and data regarding the execution of the Supply.
- 11.4** In order to review the Design and express its relevant comments on it, as this (the Design) will be gradually submitted, AM shall have a deadline of thirty (30) calendar days following the submission of each design.
- 11.5** If any errors, deficiencies and inconsistencies are identified during the said review, as compared to the provisions of the contractual documents, then the aforesaid Designs shall be returned for correction.
- 11.6** Within thirty (30) calendar days following the receipt of AM comments, the Contractor is obliged to resubmit the design for approval by AM, which, in its turn, should have to re-examine it within thirty (30) calendar days upon its receipt.
- 11.7** The aforesaid designs shall be submitted in five (5) sets (one original and four copies) and two (2) additional sets in electronic form, as per AM's instructions.
- 11.8** All expenses required for the compilation of the Designs, including all engineering activities of the Contractor, shall be converted into the price included in his offer and, thus, the Contractor shall not be entitled to any particular fee.
- 11.9** All works to be executed based on the aforesaid designs are included in the Contractual Price, while AM shall not accept any alteration to this Price due to any corrections made during the approval of the Designs by AM.
- 11.10** It is stressed that the approval of the design, calculations and drawings by AM shall not release the Contractor from his responsibilities deriving from the Contract and does not constitute in any way acceptance of the efficiency and soundness of the design.
- 11.11** The Contractor shall not be permitted to execute any work relating to the manufacturing and supply of the vehicles prior to the approval of the respective design by AM.
- 11.12** The evaluation of the Technical Offer, as well as the Contract signing shall not entail the acceptance of any terms contrary to the requirements of the tender documents, while the Contractor, when

preparing the design, ought to comply with the specifications and requirements of the Contract Documents.

- 11.13** In case a deviation from the contract provisions is required due to construction inability, inability to ensure materials, means/equipment, laboratories etc. or due to revision of the specifications/standards in force, the Contractor shall submit a Request for Technical Deviation.

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

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

ARTICLE 12 POWER SUPPLY / CONSUMPTION

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

ARTICLE 13 WORKS CONSTRUCTION DIARY

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

ARTICLE 14 PROGRESS REPORTS

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

ARTICLE 15 DELIVERY - ACCEPTANCES**15.1 Delivery of the Scope**

The Contractor is obliged to deliver the rolling stock and the spare parts within the time limitation and as specified in the Contract or in line with the period stated in his Offering time periods. The Contractor is obliged to notify AM's Supervision Department and the Acceptance Committee on the date he intends to deliver the materials at least five (5) working days in advance.

Upon delivery of the material to the specified area (depot/warehouse), the Contractor shall submit to AM proofing documentation validated by the Person Responsible for the Acceptance including delivery date, the material, the quantity and the number of the Contract based on which delivery was effected.

15.2 Acceptance of Rolling Stock – Spare Parts

The rolling stock shall be accepted by a five-member Acceptance Committee, appointed by AM's Board of Directors, where a member of the Company responsible for the Operation of the Tramway (STASY) participates.

The acceptance procedure is carried out in two (2) stages. More precisely:

- a) The visual inspection takes place in the Depot further to the assembly of the train(s). The Contractor is obliged to inform in writing the Acceptance Committee on the completion of the assembly works and invite the Committee to perform a visual inspection. During visual inspection, the Acceptance Committee proceeds with the quantitative inspection of the completeness of the train(s). Within one (1) month further to the communication made by the Contractor and provided that no deviations are ascertained, the Acceptance Committee shall draft a Visual Inspection Protocol to be approved by AM's BoD. In case the Acceptance Committee rejects the rolling stock due to deviations found during visual inspection, the Committee shall not proceed with further inspections.

- b) The final acceptance takes place further to the completion of all required tests and the commissioning of the trains. The Contractor is obliged to inform in writing the Acceptance Committee on the completion of the tests and the commissioning of the train(s) and invite the Committee to perform the final acceptance. Within two (2) months further to the communication made by the Contractor and provided that no deviations are 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 rolling stock
- ii. proceed with the acceptance with remarks of the rolling stock due to deviations from the technical specifications of the Contract
- iii. reject the rolling stock.

In case the Acceptance Committee ascertains that there are deviations which do not affect the suitability and safe operation of the vehicles 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 with remarks of the material, it shall record in the relevant protocol the deviations of the material from the terms of the contract and it shall formulate its justified opinion on whether the material is suitable or not for its intended use. Then, upon justified resolution of AM's BoD and further to the opinion of the Acceptance Committee, the vehicle 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 material affect its suitability and the material cannot be used, then the Contractor will be requested 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 vehicle's acceptance can be rejected.

For rejected vehicles or vehicles accepted with reduction of the contract price further to checks performed by the First Degree Acceptance Committee, materials can 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 material 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. The costs of the Second Degree

Acceptance Committee shall be borne by the Contactor if the materials are conclusively rejected or accepted with reduction, irrespective of whether the referral to a new check was effected further to the Contractor's relevant request or *ex officio* by AM. The distribution of the expenses shall be subject to the BoD's pertinent resolution and shall be deducted from the payment of the Contractor or shall be collected from the Good Performance Letter of Guarantee of the Contract.

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 inspections 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 33 herein.

The rolling stock may be set in revenue service only upon its final acceptance by AM as per the above.

With regard to the acceptance of the spare parts, three (3) months further to their delivery to AM's warehouse the Acceptance Committee shall proceed with the quantitative and qualitative inspection shall draw a Final Acceptance Protocol in line with the provisions of para. (b) above.

Upon the approval of the Final Acceptance Protocol of the entire Contract or any self-standing parts thereof, the Supply related risk shall be transferred to AM, except the risk pertaining to any damage due to the Contractor's liability, who shall remain responsible for it until 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, for any risks that may also be encountered due to erroneous design, inherent defects, failure of the material.

ARTICLE 16 GOOD PERFORMANCE WARRANTY

16.1 The **warranty period** in which the Contractor bears responsibility of the Supply and the good performance of the Vehicles **is defined to three (3) years** from the 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 Vehicles throughout the guarantee period shall be provided by the Contractor, shall constitute his responsibility and their cost shall be borne by him.

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

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

16.2 The procedure to be implemented with regard to the reinstatement of defects and damage occurring during the operation period of the Vehicles throughout the warranty period is as follows:

- a) STASY (Maintenance Service) issues a work instruction, which concerns the rectification of fault/defect and includes fault related data (such as type, location, time), as well as the assessment of the Maintenance Service with regard to the cause of the fault/defect. The instruction is copied immediately to the Contractor by AM.
- b) The Contractor, upon receipt of the work instruction, proceeds immediately with the necessary activities for the rectification of

the fault/defect and provides the required spare parts and personnel, without any additional financial burden to AM.

- c) If the Contractor, upon communication of the work instruction to him, fails to meet immediately his contractual obligations regarding the rectification of the fault/defect, then AM shall proceed with the necessary corrective actions on his behalf and to the detriment of the Contractor, reserving its rights in accordance with the provisions of the Contract and the Law.

16.3 Any repairable accessories of the vehicles installed a-new on the vehicles upon repair must necessarily be accompanied by a Repair Report of the Contractor which shall state all damage causes, repair works and shall also certify that the accessory is suitable for use.

16.4 With regard to the equipment of the Vehicles and the features that have been either repaired or replaced during the guarantee period, **their good performance warranty period is extended by a six (6)-month period following the expiry of the warranty period.**

16.5 The Contractor shall accept full responsibility for the Design as regards efficient operation, satisfactory performance in service and compliance with the requirements of the Specification during the Guarantee Period.

During that period should the equipment or any component or individual system or software item thereof, fail repeatedly and does not operate or perform, as stipulated in the Specifications, then such failure shall be deemed to be a Design failure, in line with the requirements of the Document entitled "Performance Specifications".

In this case, the remedy of the failure by the Contractor shall include modification to the design of the associated components, of the equipment or software or systems and any associated removal and re-installation work, as well as the general application of the remedy to such other like components or systems of the Supply, wherever this is necessary. The relevant expenses shall be borne by the Contractor.

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

16.7 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 (including checks of RAMS and the partial performances, for which he has been evaluated and committed in his offer). 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 17 SPARE PARTS

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

17.1 Capital spare parts of the Supply

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

17.2 Warrantee Period Capital Spare Parts

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

17.3 Warrantee Period Consumable Spare Parts

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

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

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

17.6 Throughout the warrantee period of the Supply, the Contractor shall be exclusively liable for the availability of the spare parts and materials for the purpose of the maintenance and good operation of the Vehicles. The available spare parts' stock at the Depot during the warranty period shall cover the Supply needs for a time period of at least one (1) year.

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

ARTICLE 18 SOFTWARE AND SOURCE CODE

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

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

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

Should essential and irrevocable reasons exist, so as not to deliver the source code and the thorough documentation of the software in use, but only the items necessary for the smooth operation and

maintenance of the vehicles, then for this section only (which will not be delivered) the conclusion of an "Escrow Agreement" is absolutely required in order to ensure AM interests.

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

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

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

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

18.3

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

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

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

ARTICLE 19 TRAINING

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

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

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

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

ARTICLE 20 QUALITY ASSURANCE AND QUALITY CONTROL

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

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

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

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

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

20.4 The relevant regulations and criteria, dictated by the required standards concerning the equipment, materials and the quality of the work, are mentioned in the contractual documents. In the Quality Plan

all the requirements of these regulations and the criteria should be taken into consideration.

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

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

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

- 20.5.1 **Test and Inspection Plan in the Manufacturing Plant:**

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

During the phase of manufacturing of rolling stock abroad, AM can transmit a committee consisting of specialized employees (up to three persons) to perform the relevant inspection.

During this inspection, the Contractor is obliged to:

- a) provide the required technical means and personnel (laborers – technicians) for supporting the task of the aforementioned Committee.
- b) have all required materials in the same city or place, otherwise he shall be borne with the additional inspection cost.

If there are any remarks concerning the materials under manufacturing and it is required that these materials be rejected, applicable are the stipulations of article 21 herein.

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

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

- 20.6** 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,

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

- 20.6.2 List of materials and works that AM shall control at the different manufacturing stages, together with control procedures, types of tests and their frequency.
- 20.6.3 List of the purchased items that need to be checked at the supplier's factory according to the required quality control procedure.
- 20.6.4 Complete manufacturing, quality control, etc. procedures.
- 20.7** 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 plans. The Contractor's drawings, as well as the data that shall be submitted, should be in accordance with the relevant specifications of the contractual documents.
- 20.8** The Contractor should provide all the samples that will be put to a test and secure all the necessary transports for the quality control plan approved by AM to be executed.
- 20.9** 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.
- 20.10** The Contractor along with the adequate personnel shall perform all the necessary controls, tests and inspections at the sub-suppliers' factories as well as on site the Project, in order to secure that the Supply is executed according to the designs and specifications and that AM's competent employees will have at any time access to the aforementioned areas, in order to inspect the manufacturing works and monitor the tests under execution.
- The Contractor shall always announce the time and the place for conducting the quality related tests, so that AM's aforesaid Committee can be able to attend them. The tests shall be performed upon the written response of AM, in which AM shall verify the attendance / non-attendance of its representative in the specific tests.
- 20.11** However, adherence to all the aforementioned procedures does not release the Contractor from the responsibility for the good quality of the built-in materials and the complete, safe and flawless execution of the supply.
- 20.12** All expenses related to checks and audits such as Factory Acceptance Tests, Quality Control Checks, Project Audits and Safety Audits to be performed by inspectors or the authorized representative(s) of AM who shall attend the tests and audits shall be borne by the Contractor.

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

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

ARTICLE 21 REJECTION OF MATERIALS – REPLACEMENT

In case of final rejection of the overall quantity of materials or part thereof, either during the execution of works abroad or after the delivery of these materials to STASY Depot, 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 22 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 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 Supervision Department 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, from the delivery of materials to the Depot/warehouse up to the expiry of the warranted operation. More specifically, it shall perform the macroscopic control and 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, upon delivery of materials to the Depot/warehouse, monitors the tests and commissioning concurrently with the Supervision Department, in order to collect all data required for the preparation of its protocols.

22.1 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:

22.1.1 The approval of payment of advance payments is granted in accordance with the provisions of the Contract.

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

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

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

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

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

22.3 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.

- 22.4** The fact that AM supervises the works in no case does it release the Contractor from any of his liabilities ensuing from his contractual obligations and the applicable Legislation, neither does it imply that there is any employer's or his sub-contractor's liability.

ARTICLE 23 CONTRACTOR's PERSONNEL / "CONTRACT" MANAGER

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

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

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

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

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

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

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

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

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

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

ARTICLE 24 SUB-CONTRACTORS / SUPPLIERS

- 24.1** If, upon the award of the Contract, a part thereof is awarded as a sub-contracting work, then the Contractor ought to present before AM the name, the contact details and the legal representatives of his sub-contractors, prior to the work commencement by the subject sub-contractors. AM shall verify that there are no reasons for disqualifying the aforesaid sub-contractor, in line with articles 73 and 74 of Law 4412/16. For this reason, sub-contractors presented after the award of the contract shall submit the pertinent certificates and back-up documentation. As to the remaining items, applicable shall be the provisions of article 336 of Law 4412/16.
- 24.2** The award of a part of the Contract to third parties in the form of sub-contracting work, does not release the Contractor from his liabilities or responsibilities, neither does it develop any kind of relationship between AM and the sub-contractors/suppliers.
- 24.3** The Contractor shall be solely and exclusively responsible for the adherence on the part of the sub-contractor/supplier of the terms and conditions of this Contract and shall not be released from his responsibilities or guarantees as regards any part of the works under execution by his sub-contractor/supplier.
- 24.4** In no case is the Contractor entitled to award to sub-contractors/suppliers contracts representing a percentage over 50% of the overall value of the Contract.

ARTICLE 25 OPERATION & MAINTENANCE MANUALS

- 25.1** The Contractor shall deliver the Operation and Maintenance Manuals upon the delivery of the first (1st) vehicle of the Supply at an AM's Depot in Athens, in accordance with the Approved Time Schedule.
- 25.2** In view of issuing the Final Acceptance Protocol of the overall Contract Scope, the Operation and Maintenance (O & M) Manuals Contractor should have been delivered, in line with the Document entitled "Performance Specifications".

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

ARTICLE 26 TESTS – COMMISSIONING

26.1 As required by the stipulations of the Document entitled "Performance Specifications" and the remaining terms of the Contract, the Contractor shall carry out the required tests and will set the vehicles into operation.

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

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

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

ARTICLE 27 CONTRACTOR'S LIABILITIES

27.1 The Contractor must implement the overall Contract Scope, in accordance with the terms of the Contractual Documents. The Contractor is solely responsible for the completeness, quality, durability, performance and good operation of the vehicles, as well as the equipment and the materials composing the aforementioned vehicles, as well as for the flawless and workmanlike implementation of the Contract scope.

27.2 During the execution of the Contract, the Contractor is fully responsible for any damage, loss or wear that will be caused to the equipment, material or works related to the Supply.

27.3 The Contractor shall bear exclusively both civil and penal responsibility for any harm or death that may be caused to the persons engaged in the execution of the "Supply", or to third parties at any place where the Contractor exercises his activities regarding the said Supply. Therefore, the Contractor should take all the necessary safety measures in view of preventing such events.

27.4 The Contractor is solely and exclusively responsible for the design he has prepared and selection of the equipment, materials and the systems, as well as for their proper utilization in view of materializing the scope, as per the Contract terms.

- 27.5** The Contractor shall be obliged to complete the Supply timely and to execute all works required for the materialization of the Supply adhering to the Approved Time Schedule.
- 27.6** The Contractor remains exclusively responsible for adherence to the terms and requirements of this contract by his sub-contractors and for his relations with them.
- 27.7** There is no dependence relationship between AM and the Contractor, his personnel or his sub-contractors.
- 27.8** Should AM is obliged to pay any compensation for reasons due to the aforementioned causes, then this amount shall be withheld from the amounts due to the Contractor or the Contractor's guarantees.
- 27.9** Should materials, equipment, systems or work methods, software or any other items be utilized for the implementation of the Scope, these are covered by patent licenses, while the relevant license and expenses to obtain the rights to use these rights shall be borne by the Contractor.

ARTICLE 28 INSURANCE

28.1 Personnel Insurance

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

b. The Contractor is obliged to insure in the Social Security Fund IKA-ETAM and other social security funds or organizations of main or auxiliary insurance all the personnel engaged by him or by his sub-contractors in Greece during the execution of the Supply, according to its specialties and in accordance with the provisions about IKA-ETAM or other insurance funds or organizations and in respective main insurance organizations of other countries, the personnel not falling under the provisions about IKA-ETAM.

The Contractor ought to have insured his laborers and technicians and other personnel against labor accident (Employer's Liability) in recognized Insurance Companies. This provision applies both to Greek and foreign personnel.

c. The content of the said Insurance Policies must necessarily be in accordance with the stipulations of this article. If in AM's judgment

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

28.2 Supply Insurance

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

- a) At the Vehicles **Transportation** stage from the country or their manufacturing plant until arrival at AM's facilities in Athens (WAREHOUSE TO WAREHOUSE), including storage of goods in the customs warehouse or in other INTRANSIT warehouses in the place of destination of the materials for forty five (45) days prior to their arrival. The said draft insurance policy must be submitted to AM for review at least two (2) months prior to the first loading. The relevant original insurance policy should be submitted to AM at least one month prior to the first loading.

The **Scope** of the Supply at hand shall consist in the overall CIF value of the goods plus 5% from the country or the manufacturing plant until arrival at AM's facilities with the minimum coverage according to clause C, plus war, strikes, riots and civil commotion as these are defined in the clauses of the Insurance Institute of London, applicable each time, as well as accidents during loading-unloading of the equipment and total-partial theft (the incoterm CIF must provide for delivery at AM's premises - WAREHOUSE TO WAREHOUSE). AM may request insurance of materials of its property that must be transported at the Contractor's liability, in the framework of the Supply.

- It is stressed that transshipment in intermediate stations or ports is not allowed without AM's consent;
 - If the transport means is a ship, the terms and agreements of CLASSIFICATION CLAUSES shall apply.
- b) From the arrival of the first vehicle (partial or not) at AM's premises in Athens until the Approval of the Final Acceptance Protocol, for each Trial Run required and for the Storage at AM's premises, a Material Damage Insurance Against All Risks of the Supply is required. The draft of the above insurance policy (-ies) must be submitted to AM for approval within a two (2) month-period before the arrival of the equipment at AM's premises in Athens. The original insurance policy (-ies) must be submitted to AM at least five (5) working days prior to the first arrival of the equipment, accompanied by the receipt for payment in full.

The scope of the insurance shall consist in the overall value of the Contract scope (vehicles, spare parts, tools, services, the full cost for

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

In the Insurance Policy AGAINST ALL RISK for MATERIAL DAMAGE the following special terms must also be included, namely:

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

- b1) **Duration of insurance:** The insurance company's liability commences upon the arrival of the first Vehicle at AM's facilities in Athens and expires upon the approval of the Final Acceptance Protocol. The aforementioned insurance policy (-ies) AGAINST ALL RISKS shall be submitted by the Contractor to AM, as per the stipulations of this paragraph 28.2.b.

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

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

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

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

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

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

c) Civil Liability Insurance

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

Duration of the insurance: The responsibility of the insurance company commences from the arrival of the first vehicle at AM's facilities and terminates upon the expiry of the warranted operation period.

- c2) The **indemnification limits** of a third party civil liability insurance policy shall include direct and consequential damage (indirect damage) and are defined per incident as follows:

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

€ 5,000,000

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

€ 1,000,000

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

€ 5,000,000

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

€ 10,000,000

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

- a) AM, its overall personnel, any of its consultants and their personnel, are regarded as third parties, according to the terms and the exceptions of Cross Liability.

- b) The insurance company ought to refute any case raised against the Contractor or AM and their personnel if the injury or damage involved is due to an act or omission of the above personnel, which is covered by the third party civil liability insurance policy.

- c) The insurance company shall waive any right of action against AM, its consultants, its partners and their employees, if the injury or damage involved is due to an act or omission of the above personnel,

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

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

- c4) The subject Insurance Policy shall also include the **Product Liability/Completed Operations** coverage; the lowest liability limit shall be EURO 10,000,000 per damage (individual coverage limit – including direct and consequential – indirect – damage) against the services provided by the Supplier relating

to saling, providing services and supporting the products he supplies. An original insurance certificate shall be provided to AM prior to the contract validity commencement date and in other cases too, further to AM's pertinent request.

The subject policy shall provide insurance coverage to AM, its subsidiaries and its related companies, as Additional Insured Parties.

AM, its subsidiaries and its related companies, including their employees fall under the sense of Third Parties.

- c5 Upon commencement of the Contract and in any renewal of the Insurance Policy until the completion of the guarantee period, the Contractor shall submit a Civil Liability insurance certificate, including the liability limits and the special terms mentioned above. Upon expiry of the guarantee period and in line with the relevant applicable provisions, the Contractor shall be liable for tort and producer's responsibility.

28.3 Mandatory Terms

The Insurance policies must necessarily include the following terms:

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

28.4 General insurance terms

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

- a) All insurance policies referred to herein shall be submitted to AM for approval, in line with the specific provisions of articles 28.1 – 28.2.
- b) In entering into all the above insurance contracts, the Contractor must be conforming and be taking into account the provisions of the Laws, Decrees, and Regulations, etc. each time in force and effect in Greece.
- c) The Contractor should adhere to the terms stipulated in the insurance policies and compensate AM against any losses and claims that may ensue from an omission of the Contractor to comply with or meet the stipulations of the insurance policies. The insurance coverage, financial and insurance terms, exceptions, exemptions etc. provided for, are subject, in any case, to AM's final approval.
- d) The aforementioned insurance policies do not remove or limit in any way the obligations and liabilities of the Contractor, arising from the Contract, especially with regard to the exceptions, rebates, privileges, restrictions etc. provided for by the relevant insurance policies and the Contractor remains exclusively responsible for the repair of damage caused to persons and/or property even beyond the amounts covered by the above policies.
- e) In case the insurance company the Contractor concluded the above insurance policies with omits or refuses to pay (totally or partially) any damage or injury etc. for any reason or cause whatsoever, then the Contractor is exclusively responsible for settling the damage or injury etc. not paid in full according to the terms of this Contract and AM is entitled to deducting, from amounts payable to the Contractor, or from any kind of his guarantees, the amounts that, in its judgment, are required for the repair of the injury or damage in question.
- f) AM reserves its right to deduct from amounts payable to the Contractor any amount or render payable an equivalent amount from the Good Performance/Good Operation Letter of Guarantee that cannot be received from the insurance company due to exclusions, exemptions etc. according to the terms of the relevant insurance policies.
- g) In case the Contractor omits or neglects to submit for approval the insurance policies, or comply with his insurance obligations, in general, or in case the insurance policies that he will conclude are considered non satisfactory by AM, then the latter is entitled to conclude, in the name and at the cost of the Contractor, the required insurance policies and to deduct (interest-bearing and on the basis of the lawful overdue interest) the premium rate either from the amounts payable to the Contractor or by rendering payable an

equivalent amount from his Good Performance/Good Operation Letter of Guarantee. In this case, AM shall act via an irrevocable order and on behalf of the Contractor, should this is to AM's interest.

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

ARTICLE 29 HEALTH AND SAFETY

- 29.1** The Contractor is obliged to execute all works related to the present Contract which are being executed in Greece, i.e. delivery at the Depot (unloading/loading/transport). Testing and commissioning, implementing the provisions concerning the health and safety provided for by both the Greek and the EU legislation.

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

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

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

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

This plan shall be fully in compliance with STASY S.A. applicable regulations, while it shall be checked, approved or returned to the Contractor with comments within fourteen (14) calendar days.

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

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

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

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

- 30.1** Throughout the execution of the works and tests pertaining to the Supply, the Contractor is obliged to comply with the laws of the State where works are performed, the decrees and regulations, the police regulations or orders, as well as all lawful requirements of any public, municipal or other authority referring and applying to any means to the Contractor and his works related to the progress and completion of the supply.
- 30.2** The Contractor, being responsible for adhering to laws etc., is obliged to inform AM immediately on the orders addressed or copied to him throughout the execution of the works and the documents of the various authorities with regard to the indicated measures of control, safety etc.
- 30.3** In addition, the Contractor is obliged to issue, at his own care, responsibility and expenses, any permit foreseen by the above Laws, decrees etc. and required for the execution of his works. Prior to the submittal of any request of the Contractor related to the above permit, AM shall be informed, in order to provide its concurrence and accord for the issuance of the said permit. AM will assist and support the Contractor in obtaining the necessary permits, without being liable for any delays.

ARTICLE 31 IMPORT - TRANSPORTATION

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

Note that transshipment to intermediate stations or ports is not allowed without AM's consent. If the transportation mode is a ship, it is subject to the terms and agreements of Classification Clauses.

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

In addition, the Contractor is responsible for the transportation of the vehicles from its manufacturing plant and for its delivery at the Tramway Facilities in Athens. This procedure shall be implemented, in

accordance with the provisions of the INCOTERMS (International Commercial Terms).

ARTICLE 32 TAXES, DUTIES, CONTRIBUTIONS, RETENTION

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

ARTICLE 33 CONTRACTOR'S FORFEITURE

33.1 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.
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 Division, which are in accordance with the contract or the applicable legislation.

33.2 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.

33.3 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 necessarily, 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 34 OWNERSHIP OF THE SUPPLY – COPYRIGHT – OWNERSHIP OF INDUSTRIAL PROPERTY

- 34.1** The contractual price also includes transference to AM of the right to use all Contractor's and his Sub-Contractors'/Suppliers' copyrights, which are incorporated into this Supply.
- 34.2** AM is entitled to unobstructedly exercise all powers ensuing from the copyrights, in the framework of its statutory purpose, to make them further available for improvement, upgrading, modernization, operation and maintenance of the Vehicles.
- 34.3** The contractual price also includes, at no additional cost further to the payment of the contractual price, the transference to AM, for a period of fifty (50) years, of the right to use any patent product, or utility model or any product of industrial property produced or utilized by the Contractor in the framework of this contract, to the extent, in the manner and with the means that AM deems appropriate in the framework of its statutory purpose, while the present document serves as a written proof of the transference of these Contractor's rights to AM.
- 34.4** It is forbidden to the Contractor or to any third party – to be employed by the Contractor - within the framework of the contract, to use, reproduce or allot to third parties in any way and for any reason whatsoever the material that he has produced or used exclusively for this Supply, either the Project Owner took delivery of it or not, without AM's prior written permit.
- 34.5** The Contractor must, each time he delivers to AM any work incorporating intellectual rights or constituting a product of a third party's industrial property, provide AM with a written evidence issued by that third party creator, whereby the Contractor received the right to use, in the framework of this Supply and transfer its rights over to AM, to the extent, in the manner and with the means required, aiming at the operation, maintenance and upgrading of the Vehicles. AM bears no responsibility before the third party creator. In case the Contractor does not undertake the aforementioned actions, then it is assumed that he himself is the beneficiary.
- 34.6** The Contractor has to state to AM the name of the sub-contractor/supplier to be placed on the material/equipment/system. In case the Contractor fails to make that statement, it will be presumed that the material/equipment/system belongs to the Contractor.
- 34.7** In case of a breach of the Contractor's obligations, which are all regarded to be essential, AM shall be entitled to claim compensation

for each damage it incurs as a result of the action or omission of the Contractor's.

- 34.8** As to the remaining aspects, any one of them not otherwise regulated by this document, collaterally applicable are the provisions of Law 2121/93 for the protection of intellectual rights, as this has been amended and is in force, as well as the provisions of the Greek Legislation concerning the protection of industrial property.

ARTICLE 35 COMPENSATION FOR PATENT AND COPYRIGHT

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

ARTICLE 36 UTILIZATION OF COMPUTER TECHNOLOGY BY THE CONTRACTOR

- 36.1** All data, which, in line with the contract documents, the Contractor is obliged to deliver throughout the duration of the contract up to its final acceptance of the scope of Supply by AM, shall be delivered in an electronic format too, in accordance with the technical instructions issued by AM.
- 36.2** The deliverables that must be handed over in electronic form, as well as the electronic "format" of the delivered files, shall be as specified below, not limited to that:
- 36.2.1** Any type of text (reports, letters, etc.) shall be in Microsoft **Word 2007** or newer release (and/or in compatible "formats").
- 36.2.2** Any type of tables (reports, statistics, diagrams) shall be in Microsoft **Excel 2007** or newer release.
- 36.2.3** Any type of construction drawings shall be in **dwg** files (AutoCAD 2007 or newer) for mechanical drawings and the respective software for electrical drawings, in line with the requirements of the Document entitled "Performance Specifications".
- 36.2.4** Flow charts, charts or other type of drawings apart from construction drawings shall be in MICROSOFT **Visio 2007** files or newer release.
- 36.3** Any designs or special calculations must also be delivered in an electronic format if they come as the result of using specialized computer software. The delivery shall not contain only the results but all necessary data based on which AM would be in a position to create

a similar work environment in its own computer in order to further process the designs or calculations.

36.4 If the Contractor uses software, which is not used by AM, but nevertheless this software can export in a format used by AM, then the Contractor is obliged to deliver the files in AM's "format".

36.5 In addition, in case AM uses specialized software for various designs and calculations and the Contractor is contractually obliged to deliver relevant information during the Project, then these data shall be delivered in a format that can be processed in this specialized software.

ARTICLE 37 PUBLICITY AND ADVERTISEMENT - CONFIDENTIALITY

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

In line with the requirements of the European Commission Regulation (EC) 1828/08.12.2006, the Contractor must install signs inside the vehicles, as well as at locations and dimensions to be agreed upon by AM during the preparation of the design.

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

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

ARTICLE 38 PROHIBITION FOR SUBSTITUTION

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

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

It is permitted to carry out overtime or night work and work during days off and holidays, according to the stipulations of the Greek Laws and the remaining provisions that have been published in execution thereof. During the execution of such works, the Contractor is obliged to secure the relevant permits and comply with all Laws and provisions, such as police regulations, other regulations, etc. pertaining to such works. Should AM consider that overtime or night

work or work during days off and holidays is necessary, then the Contractor is obliged to proceed to the execution of the above-mentioned works without raising objections and without receiving any particular compensation.

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

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

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

ARTICLE 40 MODIFICATION OF THE CONTRACT

40.1 In case the Contract needs to be modified, then AM shall maintain the right *to consider the issue in view of the provisions of Directive 2004/25/EC and, more specifically, of Article 337, Law 4412/16.*

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

ARTICLE 41 SYSTEM's COMPATIBILITY

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

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

Further to the Contractor's request, AM shall provide access to the existing equipment of the existing system, as well as to the necessary

and available technical information, further to the Specifications provided.

ARTICLE 42 FORCE MAJEURE

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

ARTICLE 43 ADMINISTRATIVE APPEALS DURING THE CONTRACT EXECUTION PROCESS - RIGHT FOR UNILATERAL TERMINATION OF THE CONTRACT

43.1 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.

43.2 AM is entitled to unilaterally terminate the Contract, during its execution period, in the cases and under the preconditions stipulated in article 338, Law 4412/16.

ARTICLE 44 COORDINATION – COOPERATION OF CONTRACTORS AND STASY

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

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

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

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

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

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

ΥΠΟΔΕΙΓΜΑ Α1

ΕΓΓΥΗΤΙΚΗ ΕΠΙΣΤΟΛΗ ΚΑΛΗΣ ΕΚΤΕΛΕΣΗΣ

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

Ημερομηνία έκδοσης

Προς: (Πλήρης επωνυμία Αναθέτουσας Αρχής/Αναθέτοντος Φορέα¹)

.....

(Διεύθυνση Αναθέτουσας Αρχής/Αναθέτοντος Φορέα)²

Εγγύηση μας υπ' αριθμ. ποσού ευρώ³.

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.....⁴

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)
..... 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

¹ Όπως ορίζεται στα έγγραφα της σύμβασης.

² Όπως ορίζεται στα έγγραφα της σύμβασης.

³ Ολογράφως και σε παρένθεση αριθμητικώς.

⁴ Όπως υποσημείωση 3.

έγγραφο ειδοποίησή σας.

Η παρούσα ισχύει μέχρις ότου αυτή μας επιστραφεί μαζί με έγγραφο 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 υπόκεινται στην αποκλειστική δικαιοδοσία των αρμόδιων Ελληνικών Δικαστηρίων της Αθήνας κατά το ελληνικό δίκαιο.

(Εξουσιοδοτημένη Υπογραφή)

SAMPLE A2

GOOD PERFORMANCE LETTER OF GUARANTEE

Issued by (Full name of the Credit Institution)

...../ETAA TMEDE

Date of issuance:.....

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

.....

(Address of the Awarding Authority / Agency²)

.....

Our Guarantee no. against the amount of euro³.

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 euro⁴

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.

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.

¹ As specified in the Contract documents

² As specified in the Contract documents

³ The amount of the Letter of Guarantee is written in full and in numbers in brackets.

⁴ See footnote 3

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)

ΥΠΟΔΕΙΓΜΑ Β1

ΕΓΓΥΗΤΙΚΗ ΕΠΙΣΤΟΛΗ ΠΡΟΚΑΤΑΒΟΛΗΣ

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

Ημερομηνία έκδοσης

Προς: (Πλήρης επωνυμία Αναθέτουσας Αρχής/Αναθέτοντος Φορέα¹)

.....

(Διεύθυνση Αναθέτουσας Αρχής/Αναθέτοντος Φορέα)²

Εγγύηση μας υπ' αριθμ. ποσού ευρώ³.

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.....⁴

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)
..... 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

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³ Ολογράφως και σε παρένθεση αριθμητικώς.

⁴ Όπως υποσημείωση 3.

έγγραφο ειδοποίησή σας.

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

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(Εξουσιοδοτημένη Υπογραφή)



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

RFP-291/16

CONDITIONS OF CONTRACT

A.Σ. 38385

SAMPLE B2

ADVANCE PAYMENT LETTER OF GUARANTEE

Issued by (Full name of the Credit Institution)

...../ETAA TMEDE

Date of issuance:.....

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

.....

(Address of the Awarding Authority / Agency²)

.....

Our Guarantee no. against the amount of euro³.

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 ⁴

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.

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.

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³ The amount of the Letter of Guarantee is written in full and in numbers in brackets.

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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)

ΥΠΟΔΕΙΓΜΑ Γ1

ΕΓΓΥΗΤΙΚΗ ΕΠΙΣΤΟΛΗ ΚΑΛΗΣ ΛΕΙΤΟΥΡΓΙΑΣ

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

Ημερομηνία έκδοσης

Προς: (Πλήρης επωνυμία Αναθέτουσας Αρχής/Αναθέτοντος Φορέα¹)

.....

(Διεύθυνση Αναθέτουσας Αρχής/Αναθέτοντος Φορέα)²

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ανέκκλητα και ανεπιφύλακτα παραιτούμενοι του δικαιώματος της διαιρέσεως και
διζήσεως μέχρι του ποσού των

ευρώ.....⁴

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)
..... 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

¹ Όπως ορίζεται στα έγγραφα της σύμβασης.

² Όπως ορίζεται στα έγγραφα της σύμβασης.

³ Ολογράφως και σε παρένθεση αριθμητικώς.

⁴ Όπως υποσημείωση 3.

έγγραφο ειδοποίησή σας.

Η παρούσα ισχύει μέχρις ότου αυτή μας επιστραφεί μαζί με έγγραφο 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 υπόκεινται στην αποκλειστική δικαιοδοσία των αρμόδιων Ελληνικών Δικαστηρίων της Αθήνας κατά το ελληνικό δίκαιο.

(Εξουσιοδοτημένη Υπογραφή)

SAMPLE C2

GOOD OPERATION LETTER OF GUARANTEE

Issued by (Full name of the Credit Institution)

...../ETAA TMEDE

Date of issuance:.....

To: (Full name of the Awarding Authority / Agency ⁹)

.....

(Address of the Awarding Authority / Agency¹⁰)

.....

Our Guarantee no. against the amount of euro¹¹.

We hereby declare that we irrevocably and unreservedly guarantee waiving our rights to make use of the benefit of division and discussion up to the amount of euro¹²

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.

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.

⁹ As specified in the Contract documents

¹⁰ As specified in the Contract documents

¹¹ The amount of the Letter of Guarantee is written in full and in numbers in brackets.

¹² See footnote 3

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)