



ATTIKO METPO A.E.

TITLE OF THE TENDER: “PROCUREMENT OF A MAINTENANCE VEHICLE FOR THE ATHENS TRAMWAY OVERHEAD CATENARY NETWORK ACCOMPANIED BY A TRAILER VEHICLE CARRYING A CABLE DRUM WINDING/UNWINDING MECHANISM”

RFP-321/17 A.Σ. 46655

FUNDING: The project is co-funded by the European Regional Fund and by National Resources through the OP Attica 2014-2020

CONDITIONS OF CONTRACT




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Attachments:


1. **SAMPLE A1: Good Performance Letter of Guarantee in the Greek Language**
2. **SAMPLE A2: Good Performance Letter of Guarantee in the English Language**
3. **SAMPLE B1: Advance Payment Letter of Guarantee in the Greek Language**
4. **SAMPLE B2: Advance Payment Letter of Guarantee in the English Language**
5. **SAMPLE C1: Good Operation Letter of Guarantee in the Greek Language**
6. **SAMPLE C2: Good Operation Letter of Guarantee in the English Language**

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ARTICLE 1 SCOPE

The scope of the Contract is the supply of one (1) new vehicle to serve the maintenance needs of the Athens Tramway overhead catenary network accompanied by one (1) new trailer vehicle carrying a cable drum winding/unwinding mechanism, which shall be pulled by the vehicle in public roads and on the tracks of the entire Athens Tramway network.

- 1.1** More specifically, the scope of the Supply includes the following:
- 1.1.1** Supply (design, manufacturing/installation of equipment, factory tests, delivery at the Depot, performance tests and commissioning) of one (1) new vehicle to serve the maintenance needs of the Athens Tramway overhead catenary network that also incorporates one (1) new trailer vehicle carrying a cable drum winding/unwinding mechanism, which shall be pulled by the vehicle in public roads and on the tracks of the entire Athens Tramway network.
The Project Vehicles shall be fully compatible with the Athens Tramway infrastructure, its extensions, the Depot and the Operation Company's control and operation systems.
 - 1.1.2** Preparation of a complete design of the vehicles accompanied by the relevant calculations and drawings, as well as the final “As-built” drawings.
 - 1.1.3** Provision of services related to performance and commissioning tests on the actual network and in the Depot. During these tests, the Contractor shall demonstrate the ability of the equipment to respect the specifications, as well as the compatibility between the provided Vehicles and the existing Tramway vehicles and existing installations.
 - 1.1.4** Supply of all consumable materials and components that are necessary for the preventive maintenance of the vehicles during the warranty period.
 - 1.1.5** Supply of all manuals, technical documents and illustrated part lists which are necessary for the training of the technical personnel and the drivers and for the Vehicle's operation, maintenance, overhaul, troubleshooting and repair.
 - 1.1.6** Provision of warranty services, which means the provision of the necessary trained personnel, sufficient tools, testing equipment, spare parts etc. needed for the repair or replacement of all faulty materials and software as well as for ensuring that the Vehicles shall be fully available during the warranty period.

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1.1.7 Training of the appropriate personnel of the Operations Company in order to ensure their full familiarity with the design, operation, maintenance, overhaul, troubleshooting and repair of the Vehicles.

1.2 The scope and the technical specifications of this supply are described in more detail in the “Performance Specifications” document.

ARTICLE 2 APPLICABLE LEGISLATION

This Contract, upon appointment of the Contractor until its completion, shall be governed by the conditions of its documents, the provisions of the Greek legislation, 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 of a maintenance vehicle for the Athens tramway overhead catenary network accompanied by a trailer vehicle carrying a cable drum winding/unwinding mechanism for the Athens Tramway network..

3.2 **Awarding 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 economic operator with whom AM shall sign 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 other documents mentioned in article 4 of the present C.C.

3.6 **Contractual Delivery Period** is the deadline within which the Contractor) must complete the design, manufacture, supply, testing and commissioning of the Vehicle for the maintenance of the Athens Tramway overhead catenary networks.

3.7 **Time Schedule** is the Time Schedule for the execution of the Supply, which has been prepared by the Contractor and Approved by AM.

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- 3.8** **Contract Price** is the amount offered by the Contractor in his Financial Offer for each section of the procurement.
- 3.9** **Design** means all Designs, to be prepared by the Contractor, required for the manufacturing of the Vehicles, each one including the necessary drawings, documents, calculations and other data.
- 3.10** **Board of Directors (BoD) of AM** means the body that administers and represents the Company on the basis of articles 6 and 10 of the Statutes; in particular, it makes resolutions about any change in the Contract terms or other conditions thereof.
- 3.11** Wherever in the present Contract the following terms are mentioned “**at the Contractor’s expenses**”, “**borne by the Contractor**”, “**at the expense of the Contractor**”, “**without any particular compensation**”, “**without any particular fee**” it means that the relevant expenses have been included in a converted form into the amount offered by 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. The Procurement Agreement
- b. The Financial Offer of the Contractor
- c. The Documents entitled “Invitation to Tender” and “Clarifications Document”, that may be issued
- d. The Document entitled “Conditions of Contract”
- e. The Document entitled “Performance Specifications”
- f. The Time Schedule
- g. The 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

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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 period for the completion of the Supply.
- 6.3** The Contractor has taken into consideration the operation conditions of the existing Athens Tramway System, having visited on site the Depot, the OCC and in general the entire Tramway system, in order to conduct safely and successfully the tests and the commissioning of the Vehicles without interrupting the Tramway operation.
- 6.4** In order to execute the works pertaining to the testing and commissioning of the Vehicles, the Contractor has taken into consideration the operating and engineering hours of the Athens Tramway.

ARTICLE 7 SPECIFICATION – CODES - STANDARDS

The Order of Prevalence of the Standards is as follows for the execution of the Supply:

- European Standards incorporated into the Greek Legislation
- Standards of the European Committee for Electrotechnical Standardization (CENELEC/EN) and General Standardization (CEN/EN) International Electrotechnical Commission (IEC) Standards and General Standardization (ISO).
- Recognized National Standards (e.g. VDE, etc.).

Wherever in the Document entitled “**Performance Specification**” reference is made to standards, codes, regulations, etc., their most recent release on the date of the Offer’s submission shall be applicable.

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ARTICLE 8 DEADLINES – TIME SCHEDULE

8.1 Contractual Delivery Time

The contractual time period foreseen for the delivery of the Supply is defined in **three hundred and thirty (330) calendar days**.

The contractual time shall include all activities of the Contractor pertaining to the design, manufacturing, supply, testing and commissioning of the Vehicle for the maintenance of the Tramway network and the Trailer Vehicle with the cable winding / unwinding machine, the training and, in general the overall execution of the supply, as this is described in article 1.1 of the CC and in line with the requirements of the contract documents.

8.2 Extensions


The Contractor is obliged to deliver the Vehicle for the maintenance of the Tramway network and the Trailer Vehicle with the cable winding / unwinding machine within the deadline 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 Vehicle for the maintenance of the Tramway network and the Trailer Vehicle with the cable winding / unwinding machine practically impossible), then the contractual delivery date that may be affected can be extended.

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

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

If the contractual delivery date, as set in article 8.1, expires without prompt submittal of a request for extension or if the deadline extended in line with the above expires without delivery of the Vehicles for the maintenance of the Tramway network and the Trailer Vehicle with the cable winding / unwinding machine (without any prior new request for extension on the part of the Contractor), the Contractor shall be declared forfeited.

If the Contractual Time for the delivery of the supply are extended

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A. for reasons of force majeure or other significant reasons rendering on-time delivery of the Vehicles for the maintenance of the Tramway network and the Trailer Vehicle with the cable winding / unwinding machine practically impossible, no penalties shall be imposed.

B. in any other case where an extension to the contractual delivery time has been granted, the penalties foreseen in para. 8.3 below shall apply.

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

8.3 Penalties

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

If the Vehicle for the maintenance of the Tramway network is delivered by the Contractor after expiry of the contractual time and before expiry of the extension granted, **a penalty of 5%** shall be imposed on its contractual value.

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


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

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

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

ARTICLE 9 SPECIFICATIONS OF THE SUPPLY TIME SCHEDULE

9.1 Based on the deadlines stipulated in article 8 of this document and within fifteen (15) calendar days upon signing the Contract, the

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Contractor shall submit to AM for approval the Detailed Time Schedule, defining the completion time of each activity, the contractual delivery times, for the completion of the Supply.

The above time schedule shall be checked by AM within a deadline of ten (10) 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 ten (10) calendar days upon communication of AM's written instruction.

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

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

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

9.2

The detailed time schedule shall be structured on the Critical Path Method (CPM) using the MS Project or equivalent software, showing each individual activity in sequence to meet the contractual delivery date.


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

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

In addition, the Contractor shall submit a brief report containing a description of its plan for performing the works.

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

Along with three (3) copies of the narrative texts and time schedules, the Contractor shall submit a CD where the detailed time schedule of the Contract shall be saved.

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In case of extensions to Contractual Delivery 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 interest-bearing advance payment equal to **twenty percent (20%)** on the overall Lump Sum Price of the Contract, to be paid in instalments, is foreseen. In order for these instalments to be paid, a Letter of Guarantee must be submitted according to the stipulations given below. This Advance Payment is optional and the Contractor must make a relevant request.

This Advance Payment is broken down as follows:

- **15%** upon contract signing
- **5%** upon approval by AM of the complete design of the supply to be submitted.

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 submits a request for advance payment, the Contractor is obliged to deposit an advance payment guarantee which shall cover the balance between the amount of the good execution guarantee and the amount of the advance payment that will 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 amortized in parts with each payment certificate, with a deduction to be made from each payment to the Contractor, until the amortization of the advance payment amount.

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The amount of the deduction, to be made in each payment certificate until its amortization, shall be increased by the interest corresponding to the non amortized amount of the advance payment until that time.

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:

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

where,

A: Partial amortization of the advance payment to be deducted 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; **Σ :** the part of the contract price that has not been paid yet to the Contractor when granting the advance payment.

If different amounts ρ_1 , ρ_2 are granted as advance payment installments, then the deduction percentage results from the following formula:

$$\Pi(\%) = 100 \times 1.10 \times (\rho_1/\Sigma_1 + \rho_2/\Sigma_2)$$


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

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

where,

Y: The non-amortized part of the advance payment

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

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

€ (%): 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 the Lump Sum Price of the Financial Offer 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 16 herein;
- **80%** of the Lump Sum Price of the Financial Offer 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 16 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 macroscopic or final acceptance protocols, depending on the individual payment needs.
- Proof of material import in TRAM’s Depot/Warehouse.
- Contractor’s invoice 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 that the Contractor shall be charged with:

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- A deduction of 0.06% that will be calculated on the value of each payment pro taxes and retention of the contract, in view of covering the operational needs of the Uniform Independent Public Contracts' Authority that shall be borne by the subject Contractor (paragraph 7, article 375, Law 4412/16, as in effect each time). It is clarified that the amount withheld shall be charged with a 3% duty stamp and with a 20% duty stamp in favour of OGA (Agricultural Insurance Organization);
- the deduction of 0.02% in favour of the Public Sector, which will be calculated on the value, except VAT, of the initial and of any supplementary contract. This amount will be withheld from each payment by the awarding authority in the name and on behalf of the General Department of Public Contracts and Procurements. The aforesaid amount (deduction) shall be charged with the respective duty stamp and with a the duty stamp in favour of OGA;
- the deduction of 0.06% which shall be calculated on the value of each payment before taxes and retention of the initial one and of each supplementary contract in favour of the Authority responsible for the examination of preliminary appeals. This deduction shall be charged with the respective duty stamp and with a the duty stamp in favour of OGA;
- any other lawful retention in favour of third parties that may arise, on the basis of the legislation.

10.2.3 Upon approval of the final acceptance protocols, the accounts / payment certificates shall be submitted in five (5) printed originals, as well as in digital format, with their structure and content having been 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 and expenses that have been completed and paid 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 works that have been

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executed, it shall then certify them. Any works with deficiencies, faults or omissions shall not be certified.

If the required certificates / back up documents of the account contain ambiguities, inaccuracies or omissions, then AM shall point them out to the Contractor and instructs the re-compilation and re-submittal the Account. In this case, the prescribed 15-working day deadline for the review commences from the date when the Contractor resubmits the Account. After review, the account is approved by AM and becomes the payment certificate 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 certain 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 in 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 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 established 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 5%** on the amount offered by the Contractor in his Financial Offer. The Good Performance Letter of Guarantee to be issued by the Contractor **shall be mandatorily in accordance** with Samples A1 and A2 attached to these CC, in Greek and in English respectively. In case of a Consortium, the Letter of Guarantee must be common in favour of all its members.

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

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

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


- 10.3.3 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 warrantee period, the Contractor shall

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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 warrantee operation duration. The subject guarantee amounts to **10%** on the amount offered by the Contractor in his Financial Offer.

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

Good Performance/ Advance Payment Letters of Guarantee shall be delivered to the Contractor following the final quantitative and qualitative acceptance and the commissioning of the Supply. In case of partial acceptances, Good Performance/ Advance Payment Letters of Guarantee shall be gradually released by the amount corresponding to the value of the finally accepted part of the quantity. Gradual release of the Letters of Guarantee is subject to prior opinion of the Acceptance Committee concerned and approval by AM's BoD.


If this Protocol includes remarks or in case of overdue delivery, then the letters of guarantee are returned on condition that the remarks and the overdue delivery have been addressed as specified. 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 warranted good operation by the Acceptance Committee and its approval by AM's BoD. It is pointed out that a pre-requisite for the approval of the said Protocol is the demonstrated compliance of the Vehicles with the parameters and performance stated by the Contractor in his offer (article 17 of the Invitation) by issuing the relevant Minutes 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 Specification”.

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 Vehicles and the existing system, as well as the methods to be used by the Contractor in view of ensuring the required compatibility.

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- 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 digital 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.

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- 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 WORKS CONSTRUCTION LOG

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

ARTICLE 13 PROGRESS REPORTS

In case there are deviations from the approved time schedule or in case AM deems it advisable, then the Contractor shall submit to AM a progress report in four (4) copies. The purpose of the report is to give a clear picture of the work progress, to record adherence or non-adherence to the approved time schedule of the Supply and the

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reasons for any deviations, as well as to depict the action plan for the recovery of delays - if any.

ARTICLE 14 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 Committee shall provide its expert opinion about every issue that arises from the Contract, especially in case of extensions to deadlines, if any, modifications to the Contract and forfeiture of the Contractor. The monitoring of the execution of the Contract neither does it relieve the Contractor from his lawful and contractual responsibilities, nor does it reduce these responsibilities. The Contractor is obliged to comply with AM's written instructions regarding the flawless, complete, prompt and workmanlike implementation of the Supply. More precisely, the Supervision Department shall be responsible for approving the payment of advance payments, approving accounts and approving the designs, as per the provisions of the Contract.

The Acceptance Committee of the Contract shall be responsible for all issues related to the acceptance of the physical scope of the contract up to the expiry of the warranted operation. More specifically, it shall perform the macroscopic controls 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 monitors the tests and commissioning concurrently with the Supervision Department, in order to collect all data required for the preparation of its protocols.

- 14.1** The Supervision Department shall appoint and notify the Contractor in writing of the supervisor and/or 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:

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- 14.1.1 Approval of advance payments according to the stipulations of the Contract.
- 14.1.2 Strict adherence to the approved designs and strict fulfillment of the contractual terms,
- 14.1.3 Quantitative and qualitative monitoring of the works under execution, in accordance with the time schedule of the supply,
- 14.1.4 Entry in the Project Diary, which is kept by the Contractor, of any comment made with regard to works under execution.
- 14.1.5 Checking the accounts, in view of making partial payments to the Contractor.
- 14.2** Should AM fail to proceed to the quality control of the works under execution or should it fail to identify any defect to the works, the Contractor shall not be released from his contractual obligations nor will this prevent AM from requiring the correction of the defective work and/or its rejection.
- 14.3** 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.
- 14.4** 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 15 CONTRACTOR's PERSONNEL

- 15.1** 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 of working therein.
- 15.2** The “**Contract**” **Manager**, who shall be a graduate Engineer with at least 10-years of experience in the Contract scope and have his seat in the place where the contract is executed, shall take over his duties within five (5) calendar days upon signing of the contract at the latest.

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The appointment of the person mentioned above shall be notified to AM and be approved by the Supervision Department.

15.3 The “Contract” Manager shall be fully authorized by a proxy to represent the Contractor in technical issues. The same proxy shall also include a statement of this person, whereby he accepts his appointment and responsibilities.

15.4 The “Contract” Manager shall be responsible for the workmanlike, flawless and safe performance of works and for the introduction and implementation of the required measures for the safety and protection of personnel and any third party during the execution of the Supply against any damage caused to works and structures of third parties. In addition, he shall be responsible for the tests and the commissioning of the Vehicles.

15.5 It is explicitly determined that the Contractor is liable before AM for the acts and omissions of the “Contract” Manager. The service of the aforesaid person shall be valid throughout the execution of the Contract. For his substitution, AM must provide its prior explicit written approval.

15.6 AM, at its absolute judgment, may not grant its approval for the aforesaid person if it deems that he does not possess the required qualifications and experience or he is not suitable for the said position.

In addition, AM is entitled to request that the Contractor to remove any of his employees deemed inappropriate for the safe and flawless manufacturing, commissioning and attending the tests of the 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.

15.7 It is explicitly defined that the appointment of the Contract Manager of the Contractor in no case does it release him from his responsibilities and obligations and that the Contractor always remains exclusively liable before AM.

ARTICLE 16 DELIVERY - ACCEPTANCE

16.1 Delivery of the Scope

The Contractor is obliged to deliver the Vehicles within the time limitation and as specified in the Contract or in line with the period stated in his Offering time periods.

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16.2 Acceptance of Vehicles – Spare Parts

The Vehicles shall be accepted by an 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 Macroscopic examination which takes place in the Depot after the assembly of the Vehicle for the maintenance of the overhead catenary networks and the Trailer Vehicle carrying a cable winding/unwinding machine.


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 macroscopic inspection. During the macroscopic inspection, the Acceptance Committee proceeds with the quantitative inspection of the completeness of the Vehicles. Within one (1) month after the communication transmitted by the Contractor and provided that no deviations are ascertained, the Acceptance Committee shall draft a Macroscopic Inspection Protocol to be approved by AM's BoD. In case the Acceptance Committee rejects the Vehicles due to deviations found during macroscopic inspection, the Committee shall not proceed with further inspections.

- b) The final acceptance takes place after the completion of all required tests and the commissioning of the Vehicles.

The Contractor is obliged to inform in writing the Acceptance Committee on the completion of the tests and the commissioning of the Vehicle for the maintenance of the overhead catenary networks and the Trailer Vehicle carrying a cable winding/unwinding machine and invite the Committee to perform the final acceptance. Within two (2) months further to the communication transmitted by the Contractor and provided that no deviations are ascertained, the Acceptance Committee shall draft a Final Acceptance Protocol to be approved by AM's BoD.

The Acceptance Committee can:

- i. proceed with the acceptance of the Vehicles
- ii. proceed with the acceptance of the Vehicles with remarks on account of deviations from the technical specifications of the

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Contract, by implementing a discount on the contractual price if necessary.

iii. reject the Vehicles.


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 Vehicles, it shall record in the relevant protocol the deviations of the Vehicles from the terms of the contract and it shall formulate its justified opinion on whether the Vehicles are suitable or not for their intended use. Then, upon justified Resolution of AM’s BoD and further to the opinion of the Acceptance Committee, the Vehicles can be utilized and their acceptance can be approved with or without reduction on the contract price.

If this is not the case, if, in AM’s opinion, the deviations of the Vehicles affect their suitability and they cannot be used, i.e. these deviations are essential, then the Contractor will be requested to restore the subject deficiencies within a reasonable deadline. If these deficiencies are not restored, then upon AM’s BoD justified Resolution and the issuance of the opinion of the Acceptance Committee, the Vehicle 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, Vehicles can be checked by 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 Vehicles 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 Contractor if the Vehicles 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

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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 Vehicles may be commissioned only upon their 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 and shall draw a Final Acceptance Protocol in line with the provisions of para. (b) above.

Upon approval of the Final Acceptance Protocol, the Supply related risk shall be transferred to AM, except the risk pertaining to any damage due to the Contractor’s liability, who shall remain responsible for it until expiry of the warranted operation. Upon expiry of the warranted operation, the Contractor shall be liable, as per the stipulations of articles 692 and 693 of the Greek Civil Code, for any risks that may also be encountered due to erroneous design, inherent defects, failure of the material.

ARTICLE 17 GOOD PERFORMANCE WARRANTY

17.1 The **warranty period** in which the Contractor bears responsibility of the Supply and the good performance of the Vehicle for the maintenance of the overhead catenary networks and the Trailer Vehicle carrying a cable winding/unwinding mechanism **is defined to three (3) years** upon final acceptance of the scope or self-standing parts thereof.

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

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- 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 special tools, required for the repair and maintenance, as well as the testing diagnostic equipment.
- c) Technical support to the STASY’s Maintenance Service.

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


17.2 The procedure to be implemented with regard to the reinstatement of defects and damage occurring during the operation period of the Vehicles throughout the warrantee 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.

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

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- 17.4** 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.**
- 17.5** 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 Specification”.
- 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.
- 17.6** STASY shall be responsible for the scheduled checking of the Vehicles’ maintenance and its cost shall be borne by STASY. During the execution of the works relating to the scheduled maintenance, the Contractor is obliged to provide his services for supporting STASY’s Maintenance Team, in accordance with the Operation and Maintenance Manuals.
- 17.7** Within one (1) month upon the expiry of the deadline of the foreseen warranted operation, the Acceptance Committee shall draft the relevant Acceptance Certificate verifying that the Contractor complies with the requirements of the Contract. In case of non compliance – in full or in part- of the Contractor, the Acceptance Committee may propose payment - in full or in part - of the Good Performance Letter of Guarantee, as foreseen in article 10 herein. This Protocol shall be approved by AM’s BoD.

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ARTICLE 18 SPARE PARTS

Warranty Period Capital Spare Parts

The contract scope of the Supply shall include the Warranty Period Capital Spare Parts required throughout the three-year warranty 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 warranty period capital spare parts and shall be exclusively responsible for their availability.

In case a spare part is found defective after its utilization, it will be immediately replaced by the Contractor.

ARTICLE 19 SOFTWARE

The Contractor shall provide AM with non-exclusive and irrevocable licences for the utilization of the software, standards, codes, drawings, etc. to be provided in the framework of this contract, for the operation, maintenance and upgrading of the Vehicles.


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 20 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.

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ARTICLE 21 QUALITY ASSURANCE AND QUALITY CONTROL

21.1 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 Specification”.

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

Within thirty (30) days, AM shall return to the Contractor the aforementioned submissions with remarks, if any. The Contractor must incorporate the revised versions of the Quality Management Plan and the detailed Quality and Inspections Plan.

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

Quality control shall be performed on the Contractor’s responsibility and at his expense.

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

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


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

21.5 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:

21.5.1 Inspection Plan in the place of manufacture

Quality Control and Inspection Plan shall cover all control, inspection and tests procedures in the manufacturing plants of the Contractor

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and the Sub-suppliers, making reference to the procedures related to the conduct of the controls.

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 22 herein.

21.5.2 Inspection Plan at the Depot and the Lines of the Athens Tramway:

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

21.6 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,

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


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

21.6.3 Complete manufacturing, quality control, etc. procedures.

21.7 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.

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

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

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ARTICLE 22 REJECTION OF MATERIALS – REPLACEMENT

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


If the aforementioned replacement takes place after the expiry of the contractual time, the deadline set for this replacement cannot exceed ½ 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 23 SUB-CONTRACTORS/ SUPPLIERS

- 23.1** If following contract award, a section of the contract is assigned to a sub-contractor, the Contractor shall be responsible to communicate to AM the name, the communication details and the legal representatives of his sub-contractors before subcontractors commence to execute works. AM shall verify that the reasons for disqualification of sub-contractors do not apply in the sense of articles 73 and 74 of Law 4412/16. To this end, any sub-contractors notified after contract award shall submit the pertinent certificates and the remaining relevant back-up documentation. As to the remaining items, the provisions of article 336, Law 4412/16 apply.
- 23.2** Awarding a section of the contract under the form of sub-contracting work to third parties does not release the Contractor in any way whatsoever from his responsibilities or obligations nor does it give rise to a relationship between AM and the Subcontractors/Suppliers.
- 23.3** The Contractor shall be solely and exclusively responsible for the adherence on the part of the sub-contractor/supplier of the terms and conditions of this Contract and shall not be released from his responsibilities or guarantees as regards any part of the works under execution by his sub-contractor/supplier.
- 23.4** The Contractor is not entitled to assign to sub-contractors/suppliers contracts representing a percentage over 50% of the overall value of the Contract.

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ARTICLE 24 OPERATION & MAINTENANCE MANUALS

24.1 The Contractor shall deliver the Operation and Maintenance Manuals prior to the completion of tests and the commissioning of the Vehicles, in accordance with the Approved Time Schedule.

24.2 The final acceptance of the Scope of the Supply calls for the delivery of the Operation and Maintenance Manuals, as these are foreseen in the Document entitled “Performance Specification”.

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

ARTICLE 25 TESTS & COMMISSIONING – POWER CONSUMPTION

25.1 As required by the stipulations of the Document entitled “Performance Specification”, the Contractor shall carry out the required tests and will set the Vehicles into operation.

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

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


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

25.3 The power required for testing the Vehicles at Athens Tramway facilities shall be supplied at AM’s and the Operation Company’s responsibility.

25.4 The power supply cost during Tests and Commissioning of the Vehicles at the Athens Tramway facilities (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 S.A. to the Public Power Corporation (PPC).

ARTICLE 26 CONTRACTOR’S LIABILITIES

26.1 The Contractor must implement the overall Contract Scope, in accordance with the terms of the Contractual Documents. The Contractor is solely responsible for the completeness, quality,


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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.

- 26.2** During the execution of the Contract, the Contractor is fully responsible for any damage, loss or wear that will be caused to the equipment, material or works related to the Supply.
- 26.3** The Contractor shall bear exclusively both civil and penal responsibility for any harm or death that may be caused to the persons engaged in the execution of the “Supply”, or to third parties at any place where the Contractor exercises his activities regarding the said Supply. Therefore, the Contractor should take all the necessary safety measures in view of preventing such events.
- 26.4** The Contractor is solely and exclusively responsible for the design he has prepared and selection of the equipment, materials and the systems, as well as for their proper utilization in view of materializing the scope, as per the Contract terms.
- 26.5** The Contractor shall be obliged to complete the Supply timely and to execute all works required for the materialization of the Supply adhering to the Approved Time Schedule.
- 26.6** The Contractor remains exclusively responsible for adherence to the terms and requirements of this contract by his suppliers and for his relations with them.
- 26.7** There is no dependence relationship between AM and the Contractor, his personnel or his suppliers.
- 26.8** Should AM is obliged to pay any compensation for reasons due to the aforementioned causes, then this amount shall be withheld from the amounts due to the Contractor or the Contractor’s guarantees.
- 26.9** Should materials, equipment, systems or work methods, software or any other items be utilized for the implementation of the Scope, these are covered by patent licenses, while the relevant license and expenses to obtain the rights to use these rights shall be borne by the Contractor.

ARTICLE 27 INSURANCE

27.1 Personnel Insurance

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- 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 has 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.

27.2 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

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loading. The relevant original insurance policy should be submitted to AM at least one (1) month prior to the first loading.


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 Vehicles (partial or not) at the Tramway premises in Athens until the Approval of the Final Acceptance Protocol, for each Trial Run required and for the Storage at the Tramway 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 the Tramway 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.

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- 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 suspension 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.

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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 Vehicles 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**:


€ 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

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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 Vehicles 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.

27.3 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.


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- 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 suspension 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) AM's liability arising from Article 922 of the Civil Code is covered (employer's liability).

27.4 General 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 27.1 – 27.2.
- 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)

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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 28 HEALTH AND SAFETY

- 28.1** The Contractor is obliged to execute all works taking place in Greek territory related to the present Contract, i.e. delivery of the materials at the Tramway Depot (loading/unloading/transportation), testing and commissioning, by implementing the provisions concerning the health and safety provided for by both the Greek and the EU legislation.
- 28.2** The Contractor is hereby rendered exclusively responsible and liable for the introduction of all prevention and protection measures concerning its personnel, and, AM's, STASY's and third parties' personnel for any incident (to a person and/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.

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


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

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

ARTICLE 30 IMPORT, TRANSPORTATION - TAXES, DUTIES, CONTRIBUTIONS, RETENTION

- 30.1** 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.

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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.

30.2 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).

30.3 The Contractor shall pay all taxes, contributions and duties of any kind related to the Contract, which are currently in effect or may to be imposed during the Contract's execution period, except VAT to be borne by AM. AM shall not be responsible for the aforesaid taxes, contributions and duties of any kind. The Contractor shall be obliged to pay the above taxes, contributions and duties even if they are imposed in the name of AM, being liable before AM for any relevant expenditure or damage that AM may suffer due to the Contractor's omission to fulfill his aforesaid obligation.


ARTICLE 31 CONTRACTOR'S FORFEITURE

31.1 The Contractor is declared forfeited further to AM's BoD Resolution in the following cases:

1. If the provisional contractor to whom the contract was awarded does not show up within the deadline set to sign the pertinent contract.
2. If the Contractor does not deliver the Vehicles or if he does not replace them or if he does not repair them or maintain them within the contractual time or within the time extension that was granted to him.
3. If the Contractor does not fulfil his contractual obligations or if he does not comply with the written instructions of the Service, which are in accordance with the Contract or with the applicable legislation.

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

1. If the contract was not signed under AM's responsibility or if the Vehicles were 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.

	<p align="center">PROJECT: “PROCUREMENT OF A MAINTENANCE VEHICLE FOR THE ATHENS TRAMWAY OVERHEAD CATENARY NETWORK ACCOMPANIED BY A TRAILER VEHICLE CARRYING A CABLE DRUM WINDING/UNWINDING MECHANISM”</p> <p align="center">CONDITIONS OF CONTRACT</p>	<p align="center">RFP-321/17</p> <p align="center">A.Σ. 46655</p>
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31.3 The following penalties shall be imposed to the Contractor who has been forfeited, as far as the award or assignment or the contract are concerned, by virtue of AM’s BoD Resolution, further to the opinion expressed by the Supervision Department, which mandatorily, calls upon the Contractor to provide explanations. The subject penalties are the following:

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

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


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

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

32.3 The contractual price also includes, at no additional cost further to the payment of the contractual price, the transference to AM, for a period of fifty (50) years, of the right to use any patent product, or utility model or any product of industrial property produced or utilized by the Contractor in the framework of this contract, to the extent, in the manner and with the means that AM deems appropriate in the framework of its statutory purpose, while the present document serves as a written proof of the transference of these Contractor’s rights to AM.

32.4 It is forbidden to the Contractor or to any third party – to be employed by the Contractor - within the framework of the contract, to use, reproduce or allot to third parties in any way and for any reason whatsoever the material that he has produced or used exclusively for this Supply, either the Project Owner took delivery of it or not, without AM’s prior written permit.

32.5 The Contractor must, each time he delivers to AM any work incorporating intellectual rights or constituting a product of a third party’s industrial property, provide AM with a written evidence issued by that third party creator, whereby the Contractor received the right to use, in the framework of this Supply and transfer its rights over to AM, to the extent, in the manner and with the means required, aiming

	<p align="center">PROJECT: “PROCUREMENT OF A MAINTENANCE VEHICLE FOR THE ATHENS TRAMWAY OVERHEAD CATENARY NETWORK ACCOMPANIED BY A TRAILER VEHICLE CARRYING A CABLE DRUM WINDING/UNWINDING MECHANISM”</p> <p align="center">CONDITIONS OF CONTRACT</p>	<p align="center">RFP-321/17</p> <p align="center">A.Σ. 46655</p>
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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.


- 32.6** The Contractor has to state to AM the name of the sub-contractor/supplier to be placed on the material/equipment/system. In case the Contractor fails to make that statement, it will be presumed that the material/equipment/system belongs to the Contractor.
- 32.7** In case of a breach of the Contractor's obligations, which are all regarded to be essential, AM shall be entitled to claim compensation for each damage it incurs as a result of the action or omission of the Contractor's.
- 32.8** As to the remaining aspects, any one of them not otherwise regulated by this document, collaterally applicable are the provisions of Law 2121/93 for the protection of intellectual rights, as this has been amended and is in force, as well as the provisions of the Greek Legislation concerning the protection of industrial property.

ARTICLE 33 COMPENSATION FOR PATENT AND COPYRIGHT

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

ARTICLE 34 UTILIZATION OF COMPUTER TECHNOLOGY BY THE CONTRACTOR

- 34.1** All data, which, in line with the contract documents, the 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.
- 34.2** The deliverables that must be handed over in electronic form, as well as the electronic “format” of the delivered files, shall be as specified below, not limited to that:

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- 34.2.1 Any type of text (reports, letters, etc.) shall be in Microsoft **Word 2007** or newer release.
- 34.2.2 Any type of tables (reports, statistics, diagrams) shall be in Microsoft **Excel 2007** or newer release.
- 34.2.3 Any type of construction drawings shall be in **dwg** files (AutoCAD 2000 or newer) for engineering drawings and the respective software for electrical drawings.
- 34.2.4 Flow charts, charts or other type of drawings apart from construction drawings shall be in MICROSOFT **Visio 2007** or newer release.
- 34.3** Any designs or special calculations must also be delivered in an electronic format if they come as the result of using specialized computer software. The delivery shall not contain only the results but all necessary data based on which AM would be in a position to create a similar work environment in its own computer in order to further process the designs or calculations.
- 34.4** If the Contractor uses software, which is not used by AM, but nevertheless this software can export in a format used by AM, then the Contractor is obliged to deliver the files in that specific format.
- 34.5** In addition, in case AM uses specialized software for various designs and calculations and the Contractor is contractually obliged to deliver relevant information during the Project, then these data shall be delivered in a format that can be processed in this specialized software.

ARTICLE 35 PUBLICITY AND ADVERTISEMENT - CONFIDENTIALITY

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

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

The Contractor shall not proceed to any announcement, shall not take any photographs and shall not communicate any information concerning the Contract to the public, the press, any natural or legal

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

ARTICLE 36 PROHIBITION FOR SUBSTITUTION

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


ARTICLE 37 PARTICULAR OBLIGATIONS OF THE CONTRACTOR FOR OVERTIME, NIGHT WORK AND WORK DURING DAYS OFF AND HOLIDAYS

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

The Contractor is obliged to execute all works required for the materialization of the Supply within the contractual deadline without being entitled to any additional compensation for any overtime or night work or work during days off and holidays.

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.

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ARTICLE 38 MODIFICATION TO THE CONTRACT DURING ITS EXECUTION

In case the need arises, applicable shall be the provisions of article 337of Law 4412/16.

ARTICLE 39 SYSTEM’s COMPATIBILITY

The Contractor shall ensure full compatibility of the Vehicles with the current Tramway systems and/or the OCC.

ARTICLE 40 FORCE MAJEURE

In case the Contractor invokes *force majeure*, he shall then be obliged within a 20-calendar day period, as of the date that the incidents constituting the *force majeure* took place, to report them in writing and submit to AM the pertinent evidence.


ARTICLE 41 ADMINISTRATIVE APPEALS DURING THE CONTRACT EXECUTION PROCESS

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.

ARTICLE 42 COORDINATION – COOPERATION OF CONTRACTORS AND STASY

- 42.1** The coordination between the Contractor of this Contract and the remaining AM’s Contractors – as regards interface related issues – shall be effected through AM during the design, construction, supply, testing and commissioning phases of the Vehicles. 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.


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

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

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

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

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ΥΠΟΔΕΙΓΜΑ Α1

ΕΓΓΥΗΤΙΚΗ ΕΠΙΣΤΟΛΗ ΚΑΛΗΣ ΕΚΤΕΛΕΣΗΣ

Εκδότης (Πλήρης επωνυμία Πιστωτικού Ιδρύματος / 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..

¹ Όπως ορίζεται στα έγγραφα της σύμβασης.

² Όπως ορίζεται στα έγγραφα της σύμβασης.

³ Ολογράφως και σε παρένθεση αριθμητικώς.

	<p>PROJECT: “PROCUREMENT OF A MAINTENANCE VEHICLE FOR THE ATHENS TRAMWAY OVERHEAD CATENARY NETWORK ACCOMPANIED BY A TRAILER VEHICLE CARRYING A CABLE DRUM WINDING/UNWINDING MECHANISM”</p> <p>CONDITIONS OF CONTRACT</p>	<p>RFP-321/17</p> <p>A.Σ. 46655</p>
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Το παραπάνω ποσό τηρείται στη διάθεσή σας και θα καταβληθεί ολικά ή μερικά χωρίς καμία από μέρους μας αντίρρηση, αμφισβήτηση ή ένσταση και χωρίς να ερευνηθεί το βάσιμο ή μη της απαίτησής σας μέσα σε **πέντε (5) ημέρες** από την απλή έγγραφη ειδοποίησή σας.


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

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

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

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

(Εξουσιοδοτημένη Υπογραφή)

	<p align="center">PROJECT: “PROCUREMENT OF A MAINTENANCE VEHICLE FOR THE ATHENS TRAMWAY OVERHEAD CATENARY NETWORK ACCOMPANIED BY A TRAILER VEHICLE CARRYING A CABLE DRUM WINDING/UNWINDING MECHANISM”</p> <p align="center">CONDITIONS OF CONTRACT</p>	<p align="center">RFP-321/17</p> <p align="center">A.Σ. 46655</p>
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SAMPLE A2

GOOD PERFORMANCE LETTER OF GUARANTEE

Issued by (Full name of the Credit Institution)

...../ 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.

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

	<p>PROJECT: “PROCUREMENT OF A MAINTENANCE VEHICLE FOR THE ATHENS TRAMWAY OVERHEAD CATENARY NETWORK ACCOMPANIED BY A TRAILER VEHICLE CARRYING A CABLE DRUM WINDING/UNWINDING MECHANISM”</p> <p>CONDITIONS OF CONTRACT</p>	<p>RFP-321/17</p> <p>A.Σ. 46655</p>
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The present guarantee shall remain valid until it is returned to us along with a written statement of yours that we can assume that our Bank is free from any relevant obligation for the provision of security.

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

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

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

(Authorized Signature)

	<p>PROJECT: "PROCUREMENT OF A MAINTENANCE VEHICLE FOR THE ATHENS TRAMWAY OVERHEAD CATENARY NETWORK ACCOMPANIED BY A TRAILER VEHICLE CARRYING A CABLE DRUM WINDING/UNWINDING MECHANISM"</p> <p>CONDITIONS OF CONTRACT</p>	<p>RFP-321/17</p> <p>A.Σ. 46655</p>
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ΥΠΟΔΕΙΓΜΑ Β1

ΕΓΓΥΗΤΙΚΗ ΕΠΙΣΤΟΛΗ ΠΡΟΚΑΤΑΒΟΛΗΣ

Εκδότης (Πλήρης επωνυμία Πιστωτικού Ιδρύματος / 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..

¹ Όπως ορίζεται στα έγγραφα της σύμβασης.

² Όπως ορίζεται στα έγγραφα της σύμβασης.

³ Ολογράφως και σε παρένθεση αριθμητικώς.

	<p>PROJECT: “PROCUREMENT OF A MAINTENANCE VEHICLE FOR THE ATHENS TRAMWAY OVERHEAD CATENARY NETWORK ACCOMPANIED BY A TRAILER VEHICLE CARRYING A CABLE DRUM WINDING/UNWINDING MECHANISM”</p> <p>CONDITIONS OF CONTRACT</p>	<p>RFP-321/17</p> <p>A.Σ. 46655</p>
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Το παραπάνω ποσό τηρείται στη διάθεσή σας και θα καταβληθεί ολικά ή μερικά χωρίς καμία από μέρους μας αντίρρηση, αμφισβήτηση ή ένσταση και χωρίς να ερευνηθεί το βάσιμο ή μη της απαίτησής σας μέσα σε **πέντε (5) ημέρες** από την απλή έγγραφη ειδοποίησή σας.


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

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

(Εξουσιοδοτημένη Υπογραφή)

	<p>PROJECT: “PROCUREMENT OF A MAINTENANCE VEHICLE FOR THE ATHENS TRAMWAY OVERHEAD CATENARY NETWORK ACCOMPANIED BY A TRAILER VEHICLE CARRYING A CABLE DRUM WINDING/UNWINDING MECHANISM”</p> <p>CONDITIONS OF CONTRACT</p>	<p>RFP-321/17</p> <p>A.Σ. 46655</p>
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SAMPLE B2

ADVANCE PAYMENT LETTER OF GUARANTEE

Issued by (Full name of the Credit Institution)

...../ 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.

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

	<p>PROJECT: “PROCUREMENT OF A MAINTENANCE VEHICLE FOR THE ATHENS TRAMWAY OVERHEAD CATENARY NETWORK ACCOMPANIED BY A TRAILER VEHICLE CARRYING A CABLE DRUM WINDING/UNWINDING MECHANISM”</p> <p>CONDITIONS OF CONTRACT</p>	<p>RFP-321/17</p> <p>A.Σ. 46655</p>
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The present guarantee shall remain valid until it is returned to us along with a written statement of yours that we can assume that our Bank is free from any relevant obligation for the provision of security.

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

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

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

(Authorized Signature)

	<p>PROJECT: "PROCUREMENT OF A MAINTENANCE VEHICLE FOR THE ATHENS TRAMWAY OVERHEAD CATENARY NETWORK ACCOMPANIED BY A TRAILER VEHICLE CARRYING A CABLE DRUM WINDING/UNWINDING MECHANISM"</p> <p>CONDITIONS OF CONTRACT</p>	<p>RFP-321/17</p> <p>A.Σ. 46655</p>
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ΥΠΟΔΕΙΓΜΑ Γ1

ΕΓΓΥΗΤΙΚΗ ΕΠΙΣΤΟΛΗ ΚΑΛΗΣ ΛΕΙΤΟΥΡΓΙΑΣ

Εκδότης (Πλήρης επωνυμία Πιστωτικού Ιδρύματος / 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..

¹ Όπως ορίζεται στα έγγραφα της σύμβασης.

² Όπως ορίζεται στα έγγραφα της σύμβασης.

³ Ολογράφως και σε παρένθεση αριθμητικώς.

	<p>PROJECT: “PROCUREMENT OF A MAINTENANCE VEHICLE FOR THE ATHENS TRAMWAY OVERHEAD CATENARY NETWORK ACCOMPANIED BY A TRAILER VEHICLE CARRYING A CABLE DRUM WINDING/UNWINDING MECHANISM”</p> <p>CONDITIONS OF CONTRACT</p>	<p>RFP-321/17</p> <p>A.Σ. 46655</p>
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Το παραπάνω ποσό τηρείται στη διάθεσή σας και θα καταβληθεί ολικά ή μερικά χωρίς καμία από μέρους μας αντίρρηση, αμφισβήτηση ή ένσταση και χωρίς να ερευνηθεί το βάσιμο ή μη της απαίτησής σας μέσα σε **πέντε (5) ημέρες** από την απλή έγγραφη ειδοποίησή σας.


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

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

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

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

(Εξουσιοδοτημένη Υπογραφή)

	<p align="center">PROJECT: “PROCUREMENT OF A MAINTENANCE VEHICLE FOR THE ATHENS TRAMWAY OVERHEAD CATENARY NETWORK ACCOMPANIED BY A TRAILER VEHICLE CARRYING A CABLE DRUM WINDING/UNWINDING MECHANISM”</p> <p align="center">CONDITIONS OF CONTRACT</p>	<p align="center">RFP-321/17</p> <p align="center">A.Σ. 46655</p>
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SAMPLE C2

GOOD OPERATION LETTER OF GUARANTEE

Issued by (Full name of the Credit Institution)

...../ TMEDE

Date of issuance:.....

To: (Full name of the Awarding Authority / Agency ⁵⁾)

.....

(Address of the Awarding Authority / Agency ⁶⁾)

.....

Our Guarantee no. against the amount of euro ⁷.

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 ⁸

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.

⁵ As specified in the Contract documents

⁶ As specified in the Contract documents

⁷ The amount of the Letter of Guarantee is written in full and in numbers in brackets.

⁸ See footnote 3

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

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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)