

**TITLE OF THE TENDER: “ARCHAEOLOGICAL WORKS AND PUBLIC UTILITY ORGANIZATIONS NETWORK RELOCATIONS – ATHENS METRO LINE 4, SECTION A’ ALSOS VEIKOU GOUDI”**

**RFP-322/17 – (Α.Σ. 66925)**

**CONDITIONS OF CONTRACT**

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**“ARCHAEOLOGICAL WORKS AND PUBLIC UTILITY  
ORGANIZATIONS NETWORK RELOCATIONS –  
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**ATTACHMENTS TO THE CONDITIONS OF CONTRACT:**

**(EIA) : Environmental Impact Assessment Study for “Athens Metro Line 4 Section A’ – Alsos Veikou – Goudi” [Technical Report – Annexes – Technical File of the Project] – January 2017**

**σ-ES : Environmental Study for the Differentiations that arose during the Consultation Process on the EIA for the Athens Metro Line 4 – October 2017**

**MD 9724/21.05.2018**

**Decision made by the Deputy Minister of Environment and Energy, its subject being: “Approval of Environmental Terms for the environmental licensing of the “Athens Metro Line 4 Section A’ – Alsos Veikou – Goudi”**

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**Article 1      Scope of the Contract**

The scope of the Contract, consists in awarding the Project entitled “ARCHAEOLOGICAL WORKS AND PUBLIC UTILITY ORGANIZATIONS NETWORK RELOCATIONS – ATHENS METRO LINE 4, SECTION A’ ALSOS VEIKOU – GOUDI” via the Framework-Agreement procedure. The scope of the project shall be the preparation of the required designs, the execution of archaeological works, of the works for of the relocations of the public utility networks, and the remaining necessary works to be performed in the areas of the Athens Metro Line 4 Project, in line with the document entitled “Technical Description” with the remaining contractual documents and the Design data of ΑΤΤΙΚΟ ΜΕΤΡΟ S.A. (AM).

**Article 2      Contract Work Categories**

This Contract shall be divided into three (3) main work categories, as shown in article 11.2 of the Invitation to Tender. The first category concerns the PUO networks relocations, the traffic diversions and the remaining works, as described in article 12, the second category comprises the Archaeological Works specified in article 11 and the third category comprises the required designs specified in article 17 of these CC. The requirements of the necessary designs and the scope of the aforesaid works are included in more detail in the remaining technical documents of the Tender.

In addition, the distinction in the three (3) aforementioned categories also concerns the method of payment of the Contractor, where the following provisions apply:

- PUO Networks Relocations, traffic deviations and other works shall be compensated on the basis of the prices included in AM’s Design Price List through the application of the unified offered discount percentage applicable for Work Category A, as included in the Contractor’s Financial Offer, while the percentage of the Overhead and the Contractor’s Profit shall be calculated on the resulting prices;
- Archaeological Works shall be compensated on a cost plus basis through the application of the offered discount percentage applicable for Work Category B, as included in the Contractor’s Financial Offer, on the Overhead and the Contractor’s Profit;
- Designs shall be compensated on the basis of the Pre-estimated Fees related Regulation through the application of the offered discount percentage applicable for Work Category C, as included in the Contractor’s Financial Offer.

Information about the method of payment, as regards the above, is provided in article 26.1 of these CC.

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**Article 3 Legislation - Contract Documents, Order of Prevalence - Language of the Contract**

**3.1** This Contract, as defined in paragraph 4.4 of the Conditions of Contract, from the moment when the Contractor is appointed until its completion, is governed by the Greek Law and especially by the provisions of Law 4412/2016, as these are applicable each time.

**3.2** The contractual documents and data of the contract to be drafted are as follows. The subject documents and data supplement each other and in case of any conflict among them their order of prevalence is defined as follows:

1. The Construction Agreement to be signed and the Construction Agreements of the individual Contracts.
2. The Invitation, along with its Appendices and the Clarifications Document.
3. The Financial Offer of the Contractor.
4. AM's Design Price List.
5. These Conditions of Contract (CC), along with its Appendices.
6. The Technical Description.
7. The General Specifications.
8. The Design Specifications.
9. Material and Workmanship Specifications.
10. AM's Design Drawings.
11. The Contractor's Designs, as these will be approved by AM.
12. The Time Schedules of the Individual Contracts, as these will be approved by AM.

**3.3** The official language of the Contract is Greek and all documents, correspondence etc. to be exchanged between the contracting parties must be compiled in Greek.

**3.4** Both verbal and written communication between AM and the Contractor shall be conducted in Greek. The documents, drawings, etc. attached to letters, shall be submitted in line with the stipulations of the Specification GS 0200 “DESIGNS SPECIFICATIONS” (General Specifications, Volume I). Documents that have not been submitted in the Greek language shall be accompanied with an official translation into Greek. In any case, Greek shall be the binding language.



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**Article 4 Definitions**

- 4.1 Title of the Project:** “ARCHAEOLOGICAL WORKS AND PUBLIC UTILITY ORGANIZATIONS NETWORK RELOCATIONS – ATHENS METRO LINE 4, SECTION A’ “ALSOS VEIKOU-GOUDI”.
- 4.2 Project Owner as well as Agency of the Project’s Construction,** is the company “ATTIKO METRO A.E.”, which at the Contract for brevity reasons can be referenced as **ATTIKO METRO** or abbreviated, as **AM**.
- 4.3 Contractor** means the Company or the Contracting Joint Venture with which AM signed the contract for the execution of the present Project.
- 4.4 Contract – Framework Agreement** is the written agreement between AM and the Contractor; its terms shall be determined by all documents and data, which are mentioned in article 3 of the Conditions of Contract and are included in the individual contracts that are to be concluded.
- 4.5 Project** means the Scope, which shall be executed in the framework of the Individual Contracts of the Framework Agreement, as this is described in the contract documents.
- 4.6 Administrative Authority** is AM’s Body that supervises its execution and is vested with the competencies stipulated by L. 4412/2016.
- 4.7 Managing Department or Supervising Department or Service** is AM’s “Projects Department” to be appointed by the Board of Directors of AM for the monitoring, control and administration of the Project’s construction.
- 4.8 PUOs,** are the Public Utility Organizations / Companies, such as PPC, OTE, EYDAP, DEPA, OTA, etc. and/or alternative providers.
- 4.9** 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 Financial Offer and that the Contractor must fulfill his obligations at no additional compensation.

**Article 5 Standards - Specifications – Codes - Regulations**

- 5.1** The Contractor is obliged to prepare the designs and to execute the Project in line with the Project’s Technical Specifications, as these are specified in the contractual documents (General Specifications, Design, Material and Workmanship Specifications) and, in any even, in full compliance with the applicable Greek legislation, as a minimum.

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**5.2** Wherever in the documents of the contract reference is made to specifications, codes, regulations, technical recommendations etc., applicable shall be the most recent release at the time of expiry of the deadline for the submission of offers intended for the Tender.  
In line with the provisions of Law 4412/2016 (FEK 147 A’/08.08.16), if any discrepancy derives as regards the design items’ requirements, the order of prevalence of regulations, standards, etc., shall be as follows:

- (a) Greek Regulations, Standards that constitute a transposition of European regulations, standards (e.g. Eurocodes with a National (Greek) Appendix, ELOT EN Standards for materials/tests/works, etc.)
- (b) European technical approvals, common technical specifications, codes and EN standards
- (c) International Specifications (e.g. ISO)
- (d) Other technical reference systems that have been instituted by European standardization organizations (e.g. DIN, NF, etc.)

**5.3** The new Regulations, Specifications, Codes, etc., or the new versions or amendments of those already applicable, to be valid during the execution of the Project shall be implemented during the preparation of the Contractor’s Design and during the construction of the Project, should they be obligatory pursuant their establishment or further to AM’s pertinent requirement. The Contractor shall comply with this requirement, while any difference that may arise – in terms of finance – shall be included in a Recapitulative Table of Works (RTW).

### Article 6 Good Performance Guarantee

**6.1** The selected Contractor, during the signing of the Framework Agreement, according to article 302, paragraph 1(c) of L. 4412/2016, shall deposit the relevant Good Performance Letter of Guarantee **equal to 0.5% of the Total Financial Offer of the Contractor – VAT excluded**, based on Sample A.1 attached to the Invitation to Tender.

**6.2** Apart from the Good Performance Guarantee of the Framework Agreement, upon signing of every individual contract, according to article 302, paragraph 1(b) of L. 4412/2016, the Contractor must deposit an additional Good Performance Letter of Guarantee of the individual contract **equal to 5% of the amount of the individual contract**, including contingencies – if any - **without VAT**, on the basis of Sample A.1 attached to the Invitation to Tender. If this Letter of Guarantee is not deposited, it is assumed that the Contractor refused to conclude the partial contract, the Good Performance Letters of Guarantee that have been deposited until that day become payable in favor of AM and the competent Managing Department (MD) initiates the procedure for the forfeiture of the Contractor.

The Good Performance Letter of Guarantee shall cover – in its entirety and with no distinction – strict adherence to all terms of the individual contract on

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the part of the Contractor and all requirements of the Project Owner towards the Contractor as regards the Project. The letter of guarantee to be issued by the Contractor shall be mandatorily in compliance with Sample A.1 attached to the Invitation to Tender.

**6.3** In case of amendment of the partial contracts, as per article 337, Law 4412/2016, which entails an increase in the contractual value, the Contractor prior to the aforementioned amendment is obligated to deposit, a supplementary guarantee, whose amount shall be equal to 5% on the amount of the increase, VAT not included.

**6.4** AM shall review the validity of the subject Letters of Guarantee.

**6.5** The good performance letters of guarantee shall be released as follows:

- The Good Performance Letter of Guarantee of the framework agreement, amounting to 0.5% of the Contractor's Overall Financial Offer, VAT excluded, shall be released in equal amounts and proportionately on an annual basis, in conjunction with the overall duration of the framework agreement.
- Right after the approval of the provisional acceptance protocols, the good performance letters of guarantee of the individual contracts – equal to 5% of the amount of the individual contracts, including any contingencies, without VAT - as they may have been supplemented following the signing of the supplementary agreements, shall be reduced at a percentage of 20%. The remaining part of the guarantees shall be returned upon the approval of the Final Acceptance Protocols of the individual contracts and the approval of the final accounts, on the basis of Law 4412/16 and on condition that the terms of the present document have been fulfilled.

**6.6** The good performance guarantee shall be supplemented by the retention effected in each payment; this retention is set to 5% on the certified value of the works and to 10% of the value of the materials on site the Project.

### **Article 7 Overall Duration of the Framework Agreement – Deadlines of Individual Contracts**

**7.1** **The overall duration of the Framework Agreement for the full completion of its scope of works is set to thirty (30) months.** The overall deadline shall commence on the date that comes after the date of the Private Agreement conclusion.

All Contractor's activities for the execution of the scope of the Framework Agreement shall be completed within the aforementioned deadline according to the requirements of all contract documents.

**7.2** The analysis of the scopes of works as well as the respective time schedules for the execution of the individual works of this Framework Agreement are not known in advance. They shall be determined by AM throughout the duration



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of the Framework Agreement and in line with its terms, in each individual contract that the Contractor shall be called upon to sign for the execution of the scope of works determined each time. It is worth mentioning that works that will be required to be executed at the TBM start-up shafts (archaeological works and network diversions works) will be given priority.

For each Individual Contract of the Framework Agreement, AM shall define the Overall Deadline of the scope to be included in the specific Individual Contract, which shall be valid as of the following date of the respective Construction Agreement conclusion.

**7.3** AM is entitled to determine Partial Deadlines too in the Individual Contracts, on a per case basis, and depending on their scope, which shall be presented in the relevant Construction Agreement.

**7.4** Each Individual Contract shall be transmitted to the Contractor, who will be called upon to sign it within a 10-calendar day deadline.

It is stressed that AM is entitled to award more than one Individual Contracts with time overlap or even simultaneously. To this end, the Contractor ought to have estimated the availability of his resources.

**7.5** The Contract Deadline as well as the Partial Deadlines of the Individual Contracts can be extended in the cases foreseen by articles 147 and 148 of Law 4412/2016.

**7.6** As to the remaining issues, valid are the stipulations of article 273 of Law 4412/2016.

### **Article 8 Time Schedule of the Project**

**8.1** Within a fifteen (15) - calendar day deadline upon each Individual Contract signing, the Contractor shall submit to AM for review and approval its detailed time schedule. The Contractor is obliged to develop, document, process and present his time schedule complying in full with the time, financial, quantitative, etc., restrictions and terms stipulated in the documents of the Contract.

The above time schedule shall be approved or commented upon by AM within a deadline of ten (10) calendar days upon its being submitted.

If comments are made by AM and correction and re-submittal of the time schedule is required, then the Contractor shall resubmit it incorporating AM's comments within a period of fifteen (15) calendar days, upon communication of AM's comments to him.

AM shall review, correct - if necessary - and approve the time schedule within a period of ten (10) calendar days following its re-submission or it shall request its re-submittal. Upon the approval of the time schedule by AM, the Contractor is obligated to implement it in an undeviating manner. If the

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Contractor fails to submit the time schedule timely in line with the Contract’s requirements, or, in case he does not comply with AM’s comments pertaining to its approval, or, in case he fails to adhere to it during the execution of the Project, then valid shall be article 145 of Law 4412/16.

8.1.1 In addition, during the preparation of the time schedule of each individual contract, the Contractor is obliged to take into consideration the following:

- Sufficient time for the execution of the archaeological works at the cut and cover locations, in line with the risk assessment of each area. Upon signing of each individual contract, AM shall provide the Contractor with the minimum estimated durations for the execution of the archaeological works for those locations included in the specific individual contract. For example: at least three (3) months shall be assumed for the areas of low archaeological risk and at least six (6) months for the areas of medium archaeological risk, while for the areas of high archaeological risk, at least twelve (12) months shall be assumed.
- The data required for the issuance of the permits shall be submitted timely (sufficient time to ensure their issuance) before the foreseen commencement of the works at the worksite.
- All designs the Contractor is required to prepare for the completion of the Individual Contract shall be included in the Time Schedule. The Time Schedule shall include the design submittals related to specific completed parts of the Individual Contract, taking into account the design review time needed by AM, in adherence to the eventual Partial Deadlines, as well as the Deadline of the Individual Contract.
- The necessary estimated reasonable time period for the issuance of any kind of permits or approvals of designs or works by Third Parties (Archaeological Department, DOY, PUOs, Municipalities, etc.).

8.2 The time schedule shall consist of a precedence network diagram (PDM) using the critical path method (CPM), showing each individual essential activity in sequence to meet the Partial Deadlines as well as the Contract Deadline of the Individual Contract.

The time schedule shall show activity duration, dependencies and manpower, as well as production rates of the several works in general. It shall also include but not limited to, off-job-site activities such as designs, procurement and delivery of materials. **With the exception of the activities related to the designs, all the activities of the time schedule shall be analyzed in such a way, so that the duration of each activity does not last more than thirty (30) calendar days.**

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

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In addition, the Contractor shall submit a report with complementary and detailed description of the Time Schedule on the basis of the construction methods and the overall implementation plan. The description shall make a detailed reference to the progress rates of several activities, to the equipment and personnel requirements by specialty to complete a resource-loaded schedule.

The time schedule shall be prepared by the Contractor using the PRIMAVERA software. The Contractor shall submit together with four (4) copies of the report and the time schedule, one (1) CD where the time schedule of the Project will have been stored (in editable format).

- 8.3** Within the first five (5) days of each month the Contractor shall submit a Monthly Progress Report indicating the progress of the works for the previous month, as well as the compliance or non compliance with the approved Project time schedule of each Individual Contract, together with reasons for any deviations, as well as their action plan, so as to recover any delays.

Along with the Monthly Progress Report, the Contractor shall provide a copy of the updated current time schedule (in print out and electronic format) with an indication of the actual progress in relation to the approved Time Schedule.

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

Extensions of time for performing works that may be required, in accordance with other contractual articles, shall be made only to the extent that the agreed upon time adjustments for affected activities exceed the total float available along their paths and as further defined by the applicable provisions of L. 4412/16.

In case of extensions to the partial deadlines or to the contractual deadline of each Individual Contract, the Contractor is obliged to submit for review and approval to AM the revised Time Schedule of the Individual Contract, in line with the granted extensions; this obligation derives from the applicable provisions of Law 4412/2016.

- 8.4** If during the execution of each Individual Contract, the Contractor exhibits delays - due to his fault - as compared to the approved Time Schedule, he is obliged to take the necessary measures for the acceleration of works in his judgment or depending on AM suggestions.  
The acceleration measures foreseen in this paragraph shall be implemented at the Contractor's care and expense.

- 8.5** It is clarified that in case the Contractor is awarded with new/additional works, then the Time Schedule shall be re-adjusted and if the new/additional works affect the critical path, then a respective extension to the deadlines stipulated

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in Article 7 shall be provided. With regard to this extension, the Contractor is not entitled to any compensation other than the lawful revision.

### Article 9 Penalty Clauses

#### 9.1 Overrun of the Partial Contractual Deadline

In case of overrun of the Partial Contractual Deadline, due to the Contractor's fault, then a penalty clause shall be imposed to the Contractor in line with article 148 of Law 4412/2016 which is set to 15% of the daily value of the Individual Contract for each day of delay up to 20% of the deadline provided for by the individual contract and to 20% for the subsequent days and up to 15% of the Partial Contractual Deadline; the average daily value of the Individual Contract is the quotient of the Total Price of the Individual Contract along with the amount of any contract amendments, excluding VAT, divided by the Approved Deadline of the Individual Contract.

The total penalty clauses mentioned in the previous paragraph cannot exceed 6% of the total price, (VAT excluded) of the Individual Contract.

#### 9.2 Overrun of the Partial Deadlines

If partial deadlines in an individual contract are set, then the penal clause to be imposed to the Contractor for each calendar day of his liable overrun of the exclusive and the indicative partial deadlines is set to 15% of the daily average value of the Individual Contract for each day of delay and for a time period of up to two (2) months.

The total penal clauses mentioned in this paragraph cannot exceed 3% of the Total Price (VAT excluded) Individual Contract.

#### 9.3 Non-timely Submission of Final Measurement

In case the Contractor does not submit in time the final measurement, then to his detriment and for each completed month of delay, a special penal clause shall be imposed to him equal to two thousandth (2 ‰) on the total price that has been paid to the Contractor until that date for the entire individual contract. The penal clause shall be imposed through a Resolution to be made by the Managing Department for six (6) months of delay at the most. As to the remaining parts, valid shall be the provisions of paragraph 6 article 151 of Law 4412/2016.

9.4 The penal clauses, imposed by the Managing Department's Resolution for the overrun of the deadlines or for non-timely submission of the final measurement, shall be paid by the Contractor. In case he refuses to pay, then these amounts shall be withheld from the relevant payment certificates or from the good performance letter of guarantee.

### Article 10 Project Construction Conditions

10.1 The Contractor, by signing the “contract”, accepts that he has already taken into consideration in his Financial Offer and that he is fully aware of the local

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and special conditions of the Project and the characteristics of the wider area bound to affect his activities.

The Contractor has taken into consideration, among other things, the following:

- 10.1.1 The type and the means (machinery, material and services) to be required prior to the commencement and during the execution of works, the possibility for on time supply of machinery and materials, which may be required and which could, in any way whatsoever, affect the works, the progress or their cost, the possibility to ensure the necessary scientific personnel, labor/technicians and personnel in general.
- 10.1.2 The geological, hydrogeological, hydrological and geotechnical conditions, the palaeogeomorphology in the area, natural drainage streams (exposed or backfilled). The Contractor is obliged and is exclusive responsible to evaluate all the above data.
- 10.1.3 The capacities of the existing road network that he will use, access roads, etc., for any kind of transport of materials that will be required, for any kind of sources where materials can be taken from, the sites for temporary or final disposal of the excavation spoils, the areas for the storage of materials and means, as well as the development of his installations.
- 10.1.4 The archaeological, urban, traffic, environmental, topographical and climatic – meteorological conditions which prevail. .
- 10.1.5 The equipment and the installations which are required and permissible for the execution of the works, so as to adapt – as required – the extent of the necessary worksite areas and the relevant impact on the Time Schedule.
- 10.1.6 The fact that there might be technical works performed by third parties in the areas of the Project that may affect the works of this Project.
- 10.1.7 The possibility to provide power and water supply, as well as the possibility to provide sewage facilities.
- 10.1.8 The needs related to the transportation and disposal of the excavation spoil/demolition related materials, the unsuitable and redundant materials, etc., in communication with the responsible authorities and in accordance with the stipulation of the approved Environmental Conditions Design.
- 10.1.9 The Contractor accepts that he has studied, in view of complying with them, the design diagrams and drawings, made available by AM, and that he undertakes, without any reservation whatsoever, to fulfill all his obligations, as these ensue from the aforementioned conditions.
- 10.2** Having being informed on the aforementioned, the Contractor accepts that he has already taken them into consideration in his Financial Offer, along with

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the adverse eventuality for differentiations and deviations of the data in question from the actual conditions of the Project.

**10.2.1** The Contractor’s omission to provide full and proper information about the existing conditions does not relieve him from his responsibility and obligation to properly assess and deal with the difficulties that may emerge, nor does it constitute grounds for an increase to the prices and/or increase to the Project’s completion date.

**10.2.2** During the Project’s construction period, the Contractor is obliged to properly assess the actual conditions (geological, hydrogeological, hydrological, geotechnical, archaeological, urban, traffic, environmental, topographical, climatic - meteorological, etc, as above) and take these into account for the execution of the Project, without any increase in the prices.

**10.3** Moreover, the Contractor is not entitled to claim any compensation for any damage whatsoever resulting from adverse meteorological conditions, (e.g. floods, storms, snow fall, etc.). The Contractor is obliged to insure the entire Project against all risk and against force majeure incidents, in line with article 23 below.

**10.4** During the execution of the Project, the Contractor is obliged to take all necessary safety measures dictated by the applicable legislation and the stipulations of Specification GS750 “HEALTH AND SAFETY SPECIFICATIONS” (General Specifications Volume I).

**Article 11 Archaeological Works**

**11.1** Prior to the commencement of works at any location, the Contractor shall be obliged to execute the required investigating activities (trial/investigation trenches, etc.) for identifying antiquities, including the necessary retaining and/or supporting works. The required investigating activities shall be determined by the Archaeological Department and transmitted to the Contractor through AM.

Subsequently, the archaeological works shall be executed by the Contractor under the supervision of the Archaeological Department and in line with the pertinent Specifications. All archaeological finds revealed during the performance of the relevant works belong to the Greek State.

The investigating activities, archaeological excavations, recording and surveying of finds along with their transportation, preservation, storage and their repositioning at their initial location, as well as the safeguarding of the antiquities and the archaeological excavation sites shall be paid on a cost-plus basis in line with the stipulations of article 26.1.2 of these CC.

It is stressed that all necessary structures intended for satisfying the archaeological needs (piling, retaining, etc. works) shall be compensated as per AM’s Design Price List, as per article 26.1.5 of this document.

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- 11.2** The Contractor, as soon as he identifies the existence of antiquities, shall immediately notify the Archaeological Service and concurrently AM and shall interrupt any work executed in the area of the findings, taking also all the necessary measures for the safeguarding of these antiquities. After the characterization of the findings by the Archaeological Department, the Contract shall be given instructions either to continue the execution of the works, or to execute the required archaeological works, or to temporarily interrupt the works or to transfer the personnel and the equipment to another work front, if existing, for the time period during which the Archaeological Department shall carry out investigations.
- 11.3** Any impacts arising from the above in the temporal and financial development of the works shall be addressed as follows:
- 11.3.1** In case the duration of the archaeological works exceeds the time periods foreseen in paragraph 8.1.1 (as these shall be finalized in the individual contracts) and is in AM’s opinion justified and affects the critical path of the time schedule, then an equivalent extension to the deadlines of the subject individual contract shall be provided.
- Beyond this, no other compensation shall be given to the Contractor (e.g. for the idle mechanical equipment, as well as for the idle personnel consisting of the operators and assistants of this equipment, and for any other personnel and equipment. The Contractor shall be obliged to reactivate immediately the equipment and the personnel, as soon as the reason for the interruption of the works ceases to exist.
- 11.3.2** In case that the delays in the execution of the archaeological works does not affect the critical path of the time schedule, no extension shall be provided to the relevant deadlines, but rather the time schedule shall be reformulated on the basis of the new data.
- In this case as well, the Contractor is not entitled to compensation, as in the previous paragraph 11.3.1.
- 11.4** The Contractor is obliged to facilitate in any way the implementation of the archaeological works and not to obstruct same. The personnel engaged in the archaeological works shall be approved both by the Archaeological Department and by AM.
- 11.5** Further to AM’s relevant instruction the Contractor is obliged to execute the required archaeological works, as per the stipulations of paragraphs 3.5 and 3.8 of the Technical Description. These works shall include the fencing and safe-guarding of the antiquities and the archaeological works areas, investigation works (investigation trenches, etc.) for the identification of antiquities, the required retaining works, archaeological excavations, the recording and surveying of the finds, as well as maintenance, transport, storage, in accordance with the Detailed Design and under the supervision of the Archaeological Department.

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- 11.6** As to the remaining items, valid shall be Specification GS1100 “ARCHAEOLOGICAL WORKS”, as this is mentioned in the “General Specifications, Volume I”.

**Article 12 PUO Networks Relocations – Traffic Diversions**

The scope of the Contract includes the relocations of all existing PUO networks, in line with the instructions/designs and requirements of AM and the respective Organizations. The works concern the excavation of new trenches, the supply and installation of the networks as per the specifications of the Organizations, the backfilling of the aforesaid trenches and the reinstatement of the areas in line with AM instructions.

Moreover, the contract scope includes all Traffic diversions to be required in the framework of the Contract (including the required traffic studies), further to the pertinent approvals and permits to be provided by AM and the Services and Agencies concerned (DMEO, Municipalities, etc.)

In addition, the contract scope shall include all works related to the positioning, dismantling and relocation of traffic lights (CW, E/M works) and the works for the implementation of new signaling programs, in cooperation with the authorities concerned.

The method of payment of the relevant works is referred to in article 26 of these CC.

- 12.1** The Contractor has to verify and identify the PUO networks, in direct cooperation with the organizations concerned – on a per case basis - and/or by executing investigation trenches and with AM’s consent. The relevant expenditure shall be included in a converted form in the Financial Offer of the Contractor.

Whenever AM provides the Contractor with technical data from the PUOs, such as locations, cross section, depth, and other data for the networks, these are indicative and the Contractor is obliged to identify through investigation trenches, their precise location and to carry out the required diversions / relocations or supports.

- 12.2** The Contractor’s scope of works shall include the following:
- i) The preparation of PUO network designs, relocations and/or diversions;
  - ii) The execution of the relocations and/or diversions of PUO Networks, as well as any retaining/supporting required for the construction needs of the project;
  - iii) The disconnections of sections of PUO networks, which become obsolete or are relocated;

- 12.3** All works related to the reinstatement of the PUO networks shall be executed in accordance with directions and requirements of the PUOs, the approved



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designs and the most recent Material and Design Technical Specifications of the associated PUOs, even if the existing networks have been constructed on the basis of older specifications.

The design concerning the method of protection or support or relocation of the networks shall be prepared by the Contractor in communication with the concerned PUO and according to the latter’s instructions, unless it is requested that the PUO itself prepares the subject design, The design shall be approved by the concerned Organization, in line with the requirements of the Technical Description.

If the PUOs do not give their permit to the Contractor to execute works, then these works shall be executed by the aforesaid Organizations following the approval of AM, which is granted upon the Contractor’s relevant request. Only in this case the costs for the above work (including the necessary materials) shall be borne by AM.

The Contractor is obliged to offer his assistance to the aforesaid PUOs and to coordinate his remaining works with the said Authorities. The works to be performed by the Contractor shall be supervised by AM, unless the PU Organization requests that its representative be present on site to supervise the works; however any instructions of this representative to the Contractor shall be through AM’s Supervising Engineer.

- 12.4** The coordination with and the provision of any necessary assistance to the Public Utility Organizations, the Municipal Authorities executing works falling within their competence in the framework of the Project constitute the Contractor’s responsibility.

### **Article 13 Topographical Works**

- 13.1** The Contractor’s obligations to use appropriate equipment also include the topographical equipment, which will be on site the Project on a constant basis; all topographical activities, the alignments of the works and the topographical and other geometrical checks of the structures shall be performed with the use of the said equipment. The accuracy of the instruments shall be in compliance with the Design Specifications, article 107 and shall be submitted to AM for approval.

In addition, the Contractor’s obligations include the following:

- All topographical works described in Articles 107 and 109 of the Design Specifications.
- Complete inventory of the existing features for the areas to be occupied for the Project needs, as well as any supplementary topographical inventory of the initial surfaces, as required, as per Article 104 of the Design Specifications.
- All required submittals, as these are described in articles 104, 107 and 109of the Design Specifications, as well as in Articles GS0200 and GS0460 of the document entitled “General Specifications”.

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- 13.2** The instruments for the measurements, the accuracy of the measurement their calculation methods and the software to be used shall be in accordance with AM specifications and shall be submitted each time for AM’s approval.
- 13.3** In addition, whenever and if so requested, the Contractor is obliged to provide AM with personnel, instruments and assistants and facilitate the Service for conducting checks throughout the construction phases. Moreover, he is obliged to submit to AM all data related to measurements and calculations and all drawings (in printed and digital form).
- 13.4** All aforementioned obligations of the Contractor shall be implemented at his care and diligence. The payment method of the relevant works is referred to in article 26 of these Conditions of Contract.

### **Article 14 Worksite Areas**

- 14.1** At locations to be approved by AM and permitted by the Authorities concerned, the Contractor is obliged to record all kinds of obstacles that have to be re-installed, abolished, demolished – including any expropriated buildings -or relocated, to adapt his requirements with regard to the extent of the worksite areas and their use by him exclusively and to proceed to the cleaning of the worksite areas prior to the worksite installation and the commencement of the construction activities.

AM reserves the right without being obliged to pay any particular compensation to the Contractor and within the time schedule, to proceed to any *in situ* adjustments and worksite area increases / decreases due to local conditions, e.g. in view of avoiding the expression of any complaints on the part of the residents living adjacent to worksites, the Municipal Authorities or for any other reason it deems it advisable.

The Contractor is obliged to prepare with accuracy and detail and to submit the inventory of the existing features of the areas to be occupied, as well as the drawings for their reinstatement/configuration after the completion of the works.

Moreover, the Contractor shall submit drawings for delimiting the worksite areas, which shall include all data required for the preparation of Delivery / Acceptance Protocols of the areas, as well as for the temporary occupations, that may be needed.

In addition, the Contractor ought to comply with the terms of the EIA regarding the operation of the worksite areas, as well as with the stipulations of the respective article of General Specifications - Volume I.

- 14.2** The Contractor is responsible for drafting and submitting to the competent authorities all data (diagrams, drawings, etc.) required for the issuance of any kind of permits.

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The responsibility for the issuance of the relevant permits lies exclusively with the Contractor, who cannot request any compensation or extension to the deadlines due to the delay or non-issuance of the said permits.

**14.3** The Contractor must proceed to all necessary actions in communication with the responsible agencies and with AM’s consent for re-installations or relocations of any installations and/or structures belonging to the Municipalities, other agency or persons, such as demolitions, removal of any obstacles, relocation of kiosks, signs, small structures, relocations of bus stops, ticket issuing facilities, chemical toilets, pre-cast small structures belonging to OASA or to Municipalities, fire hydrants, lighting poles, traffic cameras, removals of busts, statues, fountains, several Works of Art, etc.. that may be located in the areas to be formed as worksites; he should also proceed to the preparation of the designs for all items mentioned above that may be required, as well as to the required works pertaining to cleaning/dismantling prior to the commencement of works, and during the construction period and to the works involving the final cleaning of the installations and the worksite(s) prior to the Project acceptance by AM. The relevant works shall be compensated in line with article 26.1.4 of this document.

**14.4** For any worksite area, the Contractor shall submit for approval to AM a layout drawing for the installations with full data for their operation. This drawing will present the manners in which the problem related to the access of pedestrians and vehicles to adjacent properties, the arrangements for the traffic in the city and probably the time scheduling for blocking accesses for the supply of the stores, etc. is handled.

In particular, prior to the initiation of the work, the Contractor ought to examine the option for temporary accesses (beyond the permanent ones) at locations where this is feasible from and to the worksite areas, in view of serving in the best possible manner the needs of the construction activities. It is the Contractor’s obligation to proceed to the implementation of these accesses, having secured the prior approval of AM.

Specifically, as regards the permanent accesses, the Contractor ought to maintain same throughout the duration of the Project and to proceed to their full reinstatement (milling, asphalt paving work, etc.) after the completion of the works.

**14.5** For the Contractor to take delivery of any new worksite area, the following preconditions should be fulfilled, namely:

- i) the inventory of the existing conditions of the areas to be occupied should have been approved;
- ii) the drawings for delimiting the worksite areas should have been approved;
- iii) the drawings for configuring the worksite installations should have been approved;

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As the aforementioned have been described in this article and in Specification GS 0200.

- 14.6** There might be certain interfaces between the Contractor’s work and other activities to be executed during the same time period by other AM’s Contractors.  
The Contractor of the Project shall be obliged to provide, whenever deemed necessary, access to AM’s Contractors, not to obstruct the execution of their works in adjacent areas or areas located within the worksite itself, as well as to make available to them - should he be requested so - sufficient worksite area.
- 14.7** The reinstatement/configuration of the areas occupied by the said facilities/structures in their initial condition, or as indicated by AM, unless otherwise specified by the remaining contractual terms, shall be effected within the deadlines foreseen in the time schedule for the construction of the Project, so as to limit the disturbance to the operation of the city at minimum.
- 14.8** The Contractor is obliged to proceed with the reinstatement/configuration of the worksite areas that had been occupied for the needs of the Project (Archaeology, PUO network diversions, traffic deviations), either in their initial condition or as to be indicate by AM.

### **Article 15 Contractor’s Installations - Structures and Equipment**

- 15.1** The Contractor is obliged, within the areas available to him (as these are specified in the Contract documents and the drawings) to proceed to the construction of a fully equipped worksite offices for use by AM, according to the requirements of the General Specifications Volume I. and by the Contractor as well by the Archaeological Department. As AM shall indicate to him, a Contractor’s worksite office shall be installed at the Project’s locations, at least in the areas accommodating an AM’s worksite office.
- 15.2** The worksite installations-structures related to the general activities of the Contractor shall be effected in areas which shall not affect in any way the construction works that the Contractor or other parties may execute in the same area.
- 15.3** The Contractor is obliged to proceed to the supply and installation of the worksite equipment – E/M and other items of equipment – the implementation and the maintenance of the worksite installations/structures (offices, warehouses, sheds, etc.) regarding his general activities (including the archaeological works).
- 15.4** The consumption bills concerning the PUO networks, along with the relevant surcharges (duties, taxes, etc. that are collected through the bills) shall be borne by the Contractor.

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- 15.5** In any case, the dismantling and the removal of the installed equipment constitute the responsibility and obligation of the Contractor of the Contract.
- 15.6** The Contractor shall see to the safeguarding of all materials, machinery, tools, drawings, documents and any other object, etc. that belong to AM, to him, to the personnel engaged in the Project, or to third parties and are within the worksite areas and to take all foreseen measures hiring at the same time the appropriate personnel of exclusive employment to this end (day and night-guards, etc.). In case of loss, wear, fault, damage of the items mentioned above, the Contractor shall be exclusively responsible to compensate the owner or to repair the materials, etc., without being entitled to claim any compensation.
- 15.7** The dismantling/demolition and removal of all the aforementioned installations-structures and supplies shall be performed by the Contractor and at the appropriate time period, so as the cleaning works and any works for the reconfiguration of the areas that had been occupied may be performed in an unobstructed manner, as stipulated in the General Specification GS0450 “CLEANING WORKS”.
- The Contractor is obliged to dismantle/demolish and remove from the worksites all temporary installations-structures, including any foundations, foundation slabs, etc., debris, tools, scaffolding, redundant useful or useless materials, temporary machinery installations, etc.; he is obliged to repair or reconstruct sections of road pavements, sidewalks, buildings and other facilities that were damaged due to the execution of the Project, at his expense and before delivering to AM the worksite areas further to the completion of the relevant sections of the Project. In addition, he is obliged to abolish or destruct/dismantle any auxiliary work to be indicated to him by AM as useless or harmful (e.g. temporary retaining piles).
- Further to AM’s instruction, the Contractor is obliged to demolish all protective structures erected in view of avoiding any damage, wear, accidents, etc. If the Contractor does not proceed the execution of the aforesaid works for cleaning the worksite areas within fifteen (15) days following the AM’s written instructions, then these works shall be executed to the detriment of the Contractor and shall be deducted from his subsequent payments.
- 15.8** Should for any reason during the construction of the Project the need arises for the relocation or removal of any worksite installation-structure, then the Contractor is obliged to proceed to the necessary actions.
- 15.9** The Contractor shall pay all municipal fees and taxes related to the total of the worksite areas, as well as all expenses regarding the operation (office stationery), maintenance and cleaning of the worksite areas.
- 15.10** The Contractor is also obliged to see to the maintenance, cleaning and keeping his worksite offices, as well as the worksite offices required for the archaeological works and those of AM in good condition, as well as to the supply of all consumables and equipment required for the functioning of the

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subject offices. In addition, the Contractor shall be obliged to provide additional sanitary facilities, in case of increase in AM's or the Contractor's number of personnel (including those required for the archaeological works), in view of securing the hygiene related requirements throughout the duration of the Project.

- 15.11** All aforementioned obligations of the Contractor shall be implemented at his care, diligence and expense, while the relevant cost is included in his Financial Offer in a converted form.

### **Article 16 PUO Connections - Access Roads – Worksite Signage**

- 16.1** The Contractor shall be required to ensure the worksite connections with the PUOs (OTE, PPC, EYDAP) implementing all procedures necessary for the submission of the required documentation and securing the necessary items of equipment and preconditions. The expenses related to the worksite connections with the PUOs, as well as the consumption bills deriving from the operation of worksites along with the pertinent surcharges (duties, taxes, etc. collected through the aforesaid bills) throughout the execution of the works of the Contract shall be borne by the Contractor. The aforesaid worksite connections with the PUOs shall be interrupted at the Contractor's care, expense and actions further to the completion of the works of the Contract.

- 16.2** The Contractor shall ensure electrical power from PPC at the needed quantities and voltage. At the same time, the Contractor shall make sure that he has at his worksite the proper facilities for the temporary supply of power, either in case of delay in the necessary works of PPC to secure power from the national network, or in case the network sustains a damage or blackouts during the construction of the Project.

- 16.3** The Contractor is responsible for strict adherence of the safety regulations of the several Organizations (OTE, PPC, EYDAP. etc.) at all locations of the works, for the construction, maintenance of the networks, waste processing, as well as for the payment of the bills according to the measurements performed by the aforementioned Organizations, based on the applicable bills containing the subject charges. The Contractor shall use existing roads to access the Project, with the explicit obligation that the machinery and the other transportation vehicles moving on public roads shall not exceed the maximum size and weight limits foreseen by the provisions in force, in view of avoiding damage to the roads and creation of traffic problems.

The Contractor shall not be entitled to raise any claims for compensation if he is not granted a special authorization to use special transportation vehicles for the disposal of excavation spoils in the city roads.

It is stressed that the wear to the local roads (main and/or secondary ones), sidewalks or pedestrian walkways in the area of the Project, due to the circulation of the Project's vehicles shall be rectified by the Contractor immediately.

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In line with the applicable provisions and the suggestions of the Supervising Authority, the Contractor is responsible for cleaning the roads and for avoiding pollution emitted by the trucks and the Project construction machinery.

**16.4** At the worksite locations and at the locations where the works are executed, the Contractor is obliged to place the required fencing, signals and safety signs depending on the nature of the works and to see to their maintenance. At locations dangerous for the traffic circulation, it is obligatory to place automatic flashlights. Moreover, traffic policemen employed by the Contractor shall be used, as needed, for the safe guidance of pedestrians and vehicles and the unobstructed and safe circulation on the roads, bypasses and accesses to all worksites of the Project during day and night. The Contractor shall bear both penal and civil liability for every accident caused due to lack of the necessary safety measures.

**16.5** All works mentioned above that fall under the Contractor’s liabilities shall be implemented at his care, responsibility and expense, while the relevant cost is included in his Financial Offer in a converted form. Apart from the above, it is noted that the Contractor is obliged to place additional indicative and informative signs with the Project’s details, on a metal structure, which shall be installed in each worksite of the Project in locations to be indicated by AM. The subject works shall be compensated on the basis of the prices incorporated into the Service’s Price List.

### **Article 17 Information Data to be provided by AM to the Contractor - Contractor’s Designs – Contractor’s Designers**

AM has prepared the Drawings, as shown in the List of Drawings in Annex A’ of the Technical Description. Based on the information data provided to him by AM, the Contractor has already checked, at his own responsibility and expenses, their entire content, he has accepted it in full and without any reservation whatsoever, and has taken it into consideration in the compilation of his Financial Offer. On the basis of the aforementioned data, the Contractor – when called upon through the individual contracts by AM - is fully responsible for the compilation of all Designs for the works he will execute in accordance with the stipulations of the Technical Description and the remaining contract documents.

**17.1** The Contractor ought to:

- a) proceed to the review of the existing data and local conditions and to the receipt of the complementary data required for the supplementation and adaptation to the Information Data provided by AM;
- b) prepare the required Designs for the works, including any supplementation and adaptations to the Information Data provided by AM, in line with the stipulations of the Technical Description, the technical specifications and the remaining contractual documents for the complete and workmanlike construction of the Project;

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c) prepare all designs and drawings of the auxiliary installations that are required during the construction of the Project, such as those installations related to the organization of his worksites, the configuration of the construction facilities, scaffoldings’ drawings, etc.

**17.2** The Contractor’s Designs shall be compiled based on the requirements of AM’s Design Specifications, specifications, codes and regulations, applicable each time, and suggestions of the PUOs concerned or other Services concerned depending of the scope of works (Archaeological Department, Road Infrastructures Directorate (DOY)/Ministry of Transport (YPOME) , etc.). The drawings shall be compiled and coded in line with Specification GS0100 “Drawing Office Manual and Codification of Metro Works” (General Specifications – Volume II). The subject Volume II of the General Specifications shall be provided to the Contractor after signing of the relevant Contract. More precisely, with regard to the PUO networks and facilities, applicable shall be the particular provisions of article 12 and, as regards the Archaeological Works, the particular provisions of article 11 shall be in force.

As regards the Contractor’s Topographical Designs, there is an older topographical survey of the individual areas of the works on a 1:500 scale prepared at the Metro OMA Reference System. The Contractor shall check and verify the accuracy and completeness of the information that was made available to him concerning any section of the Works.

During the preparation of his Designs, the Contractor shall be required to include and apply remarks, corrections and instructions on the part of AM, of the PUOs or other Services concerned.

**17.3** The approval by AM of the aforesaid Contractor’s Designs, calculations and drawings shall not release the Contractor from his obligations ensuing from the Contract documents for the workmanlike, full and in due time execution of the Project in line with the rules of science and practice, since this approval consists in the compliance of the above designs with the requirements of all Contract Documents, regulations, codes and standards governing their preparation.

The submittals of the Contractor shall be implemented in line with the provisions of Specification GS 0200 “Design Requirements” (General Specifications Volume I).

**17.4 “As built” Drawings**

Upon completion of the Project related works of each individual contract and until the submission of their final measurement, the “As Built” Drawings shall be submitted for each one of the design scopes of the Project.

These drawings shall be the drawings of the approved Detailed Final Designs, they shall include all changes and modifications that have been effected during the construction of the works (Field Changes, Technical



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Deviations, etc.), as well as the corrections or remarks on the changes that have been effected and correspond in full to the final form of the structures.

As regards the Archaeological Works, the subject drawings shall also present all characteristic phases of the excavations that need to be recorded in line with the suggestions of AM and the Archaeological Department.

The “As Built” drawings shall depict univocally and precisely the final form of all sections of the Project and, as already stated, all characteristic phases of the Archaeological excavation, constituting at the same time the basis for the unhindered future maintenance, modification or extension of the entire Project or its parts thereof.

The topographical “As Built” drawings shall be submitted in line with the stipulations of Specifications GS 0200 and GS 0460 (General Specifications-Volume I).

The aforesaid Contractor’s obligations shall be effected at his own care, liability and expense, while the relevant cost is included in his Financial Offer in a converted form.

### **17.5 Contractor’s Designers**

For the preparation of the designs required by the contract, the Contractor ought to coordinate with Designers/Engineering Firms possessing the following qualifications, namely:

17.5.1 In case of Greek engineering firms/companies, each one shall be registered with the GEM under the following one or more design categories and respective license classes:

- a) Topographical, Category 16
- b) Hydraulic, Category 13
- c) Transportation Work and Traffic, Category 10
- d) Structural, Category 8
- e) Geotechnical, Category 21.

17.5.2 In case of foreign firms/companies, there must be proof that they are registered in a professional or commercial registry of the country they are established; in case of lack thereof, an equivalent document issued by the competent authority of the country they are established, proving that the preconditions referred to in this article are met. If the relevant country does not issue such a document or certificate or if this document/certificate does not cover all aforementioned cases, then it can be replaced by a statement under oath (affidavit), or – in member-states where such a statement under oath is not provided for – by a legal statement before the competent judicial

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or administrative authority, a notary public or the competent professional association of the country where these firms are established that no such registry exists and that it possesses the experience referred to in this article, by submitting the relevant proving documents.

17.5.3 The engineering firms must possess manpower per design category, which shall be covered individually by the following designers, as a minimum:

- a) For the Topographical Designs, one (1) designer possessing a 12-year relevant experience, or, one (1) designer possessing a 12-year relevant experience, one (1) designer possessing an 8-year relevant experience and two (2) designers possessing a 4-year relevant experience, or two (2) designers possessing a 12-year relevant experience, one (1) designer possessing an 8-year relevant experience and four (4) designers possessing a 4-year relevant experience;
- b) For the Hydraulic Designs one (1) designer possessing a 12-year relevant experience, one (1) designer possessing an 8-year relevant experience and two (2) designers possessing a 4-year relevant experience, or two (2) designers possessing a 12-year relevant experience, one (1) designer possessing an 8-year relevant experience and four (4) designers possessing a 4-year relevant experience;
- c) For the Transportation Work and Traffic Designs, one (1) designer possessing an 8-year relevant experience, or for Licence Class C, one (1) designer possessing a 12-year relevant experience, or one (1) designer possessing a 12-year relevant experience, one (1) designer possessing an 8-year relevant experience and two (2) designers possessing a 4-year relevant experience, or two (2) designers possessing a 12-year relevant experience, one (1) designer possessing an 8-year relevant experience and four (4) designers possessing a 4-year relevant experience.
- d) For Structural Designs, one (1) designer possessing a 12-year relevant experience, or one (1) designer possessing a 12-year relevant experience, one (1) designer possessing a 8-year relevant experience and two (2) designers possessing a 4-year relevant experience, or two (2) designers possessing a 12-year relevant experience, one (1) designer possessing an 8-year relevant experience and four (4) designers possessing a 4-year relevant experience.
- e) For Geotechnical Designs & Surveys, one (1) designer possessing an 8-year relevant experience, or one (1) designer possessing a 12-year relevant experience, or one (1) designer possessing a 12-year relevant experience, one (1) designer possessing an 8-year relevant experience and two (2) designers possessing a 4-year relevant experience, or two (2) designers possessing a 12-year relevant experience, one (1) designer possessing an 8-year relevant experience and four (4) designers possessing a 4-year relevant experience.

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If more designers possessing more experience are made available, then the requirements as regards less experience are diminished. The overall equivalent resulting man-power must correspond to the provisions of paragraphs 4 and 6 of article 39, Law 3316/05.

- 17.6** AM shall approve the Contractor’s designers. In cases of insufficient or deficient designs, it can recall its written consent as regards the appointment of the aforementioned persons; in this case, the Contractor is obliged to dismiss them and replace them with other persons, who shall be also subject to AM’s approval.

### **Article 18 Management of the Project by the Contractor**

- 18.1** On signing the contract, the Contractor shall make known the name of his attorney to AM and the address of his head office in Athens.

- 18.2** Ten (10) calendar days at the latest upon the contract signing, the Contractor shall appoint and communicate to AM the following persons who shall undertake the Management of the Project’s works. These persons shall be approved by AM, on condition they possess the foreseen qualifications and experience and are appropriate for the subject position.

- 18.2.1** The Project Manager shall be an experienced Graduate Civil Engineer (Greek or equivalent Foreign University Graduate), who must have at least a 20-year construction experience.

His Deputy – also an experienced Graduate Engineer (Greek or equivalent Foreign University Graduate) must have at least a 15-year construction experience.

The Project Manager and his Deputy shall be fully authorized by a power of attorney to represent the Contractor in all matters concerning the Project. The acts of appointment of the Project Manager, his Deputy, shall include or be accompanied by a statement whereby the aforementioned persons accept their appointment. The Project Manager and his Deputy must be fluent in Greek – reading, written and oral speech.

- 18.2.2** At least three (3) Chiefs of Worksite Office (Worksite Managers). They shall be a (University) graduate Civil Engineer with at least a 10-year construction experience.

The Worksite Managers shall be fully authorized by a power of attorney to represent the Contractor in all matters concerning the worksite, inclusive of the acceptance of instructions, notifications, directions or remarks given by AM on site, as well as the signature of all documents and data, whose signature is foreseen on site the Project (deliveries, final measurements, diaries etc.).

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The acts of appointment of the Worksite Managers shall include or be accompanied by a statement whereby the aforementioned persons accept their appointment.

The Worksite Manager is responsible for the workmanlike, flawless and safe performance of the works in accordance with the approved Designs and for the introduction and implementation of the required protection, health and safety measures intended for the employees and any third party engaged in the section of the Project that he manages, as well for avoiding any damage to any third party or to the Project.

- 18.2.3** At least three (3) Worksite Manager Deputies, whose duties shall be determined by the Contractor, so as to cover in full the activities related to the construction of the Project.

The aforementioned Deputies shall be Graduate Civil Engineers respectively (Greek or equivalent Foreign University Graduate) having an at least 5-year construction experience or alternatively, they can be Technical Institute graduates of a respective specialty, possessing seven (7) years of similar experience.

- 18.3** A Worksite Manager, who is Graduate Civil Engineer (Greek or equivalent Foreign University Graduate) having an at least 5-year construction experience, responsible for the organization, monitoring, coordination and supervision of the correct, workmanlike and safe execution of all Archaeological Works. He shall have the necessary Administrative – Secretarial Support and the necessary Assistants (Foremen), depending on the extent and progress of Archaeological Works.

The required data mentioned in paragraph 18.2.2 concerning the Worksite Managers are also applicable for the Worksite Manager of Archeological Works.

- 18.4** AM may, in its judgment, recall its written approval regarding the appointment of the above persons, in which case the Contractor is obliged to remove them and replace them with other persons, whose appointment is still subject to AM’s written approval.

- 18.5** AM may order the staffing of the worksite with additional personnel, when, in its judgment, this is necessary.

It is explicitly determined that in no way does the appointment of the aforementioned executives of the Contractor’s release the latter from his responsibilities and obligations, while the Contractor remains always exclusively and fully responsible before AM for the execution of the Project.

- 18.6** Apart from the Organization Chart, the Contractor shall also submit data pertaining to the equipment and the machineries included in his worksite development for the execution of the Project.

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**Article 19 Contractor’s Personnel - Special obligations in personnel**

**19.1** Apart from his obligations, as determined in articles 136 and 138 of Law 4412/2016, the Contractor is obliged to staff permanently his offices at the worksites with the specialized and experienced personnel necessary to manage, monitor and execute the Project, covering at least the requirements of the Conditions of Contract (CC). In order to approve the subject personnel, a written and signed acceptance of responsibilities must be submitted, along with the signed relevant CVs, for each one of the personnel members.

**19.2** Within one month upon the contract-framework agreement signing, the Contractor shall prepare and submit to AM for approval a comprehensive Program for the Management and Supervision of the Project (Organization Chart), describing in detail all particulars of the Managerial and remaining staff up to the Foreman level, covering as a minimum the requirements of the CC. This Program shall include the proposed system for the Project’s Management and Supervision, the structure, organization and fields of responsibilities of the relevant rankings, staffing of the rankings with scientific and other personnel and, finally, the equipment available for the operation of the aforesaid system. The Project Manager shall supervise the Project’s Management and Supervision rankings.

All members of the Contractor’s personnel, who will be engaged in the management and supervision of the Project, shall possess the required experience - in constructing or administrating the fields - in similar Projects depending on the position they will take in the rankings of the Management and Supervision of the Project and the respective responsibilities, in line with the paragraphs of this article, and with article 18 of the CC.

The Program related to the Management and Supervision of the Project shall be accompanied by signed Curriculum Vitae of the entire personnel of the Contractor, by the written acceptance of the assigned responsibilities signed by each member of the personnel, by certificates of construction experience in similar projects and other detailed data related to the personnel’s qualifications and experience. In order to prove the experience of the Project Manager, Deputy and the Chiefs (Worksite Managers), the Contactor shall submit experience certificates issued by the Projects Owners/Agencies who have employed the said personnel.

The basic personnel to be engaged in the project shall be (University) graduate engineers. The Organization Chart shall be updated and re-submitted for approval every time it is modified.

The Contractor is not entitled to release any member of his personnel without sufficient justification and without AM’s approval.

**19.3** During the execution of the Project, the Contractor is obliged to utilize the appropriate labor-technical personnel (foremen, experienced topographical crews’ assistants, operators, drivers, technicians, laborers, etc.), necessary for monitoring and supervising the works; he is also obliged to appoint guards

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for the security of the area on a 24-hour basis with rotating shifts. All members of the aforesaid personnel shall possess the formal qualifications, as required on the basis of the Greek Legislation, as well as the necessary essential qualifications. In case the Contractor utilizes foreign personnel, they should possess, apart from the relevant experience, the relevant residence and work permit in Greece in accordance with the applicable legislation.

**19.4** AM, at its judgment, may not grant its approval as regards any technical or administrative executive of the Contractor, if it deems that the subject executives do not possess the necessary qualifications or experience or that they are not suitable for the specific position.

**19.5** AM is entitled to request the Contractor to remove any member of his personnel, who is deemed inappropriate for the safe and workmanlike construction of the Project, as well as for improper behavior towards AM's personnel or third parties or for lack of cooperation.

**19.6** Topographical Service Personnel

The Contractor shall organize a Topographical Service, which shall be exclusively involved in the topographical works required for the Works and shall appoint the Person in Charge of the said Service, who shall be a (University) graduate Survey Engineer with a 10-year experience in similar Projects of a respective magnitude and requirements and shall include experienced construction topographic work crews; the chief of each working crew shall be a (University) graduate survey engineer, who shall conduct the measurements with a 4-year experience in similar Projects of a respective magnitude and requirements. Alternatively, the heads of the crews could be Technical Institute graduates of a respective specialty, possessing seven (7) years of similar experience. These topographic work crews shall be utilized for the needs of the GSM measurements, on an as-needed basis.

The personnel of the Topographical Service shall be of full-time and exclusive employment and shall be at all times sufficient in terms of number and experience, in view of satisfying the needs of the topographical works of the Project.

**19.7** Archaeological Works Personnel

The number of the archeological personnel monitoring the archaeological excavations of the Project shall depend on the number of the locations where excavations are carried out simultaneously and the hours at which excavation works are carried out on a daily basis. This data shall be included in the Contractor's time schedule.

The hiring of the necessary personnel (scientific, labor technicians) shall be subject to the approval of the relevant archaeological orders depending on the project needs.

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As a minimum requirement, the following personnel shall be engaged in the Project, namely: one full-time employee (archaeologist) per location working on an 8-hour shift, one architect and one Civil Engineer (University graduate or graduate of Higher Technical Institutes) responsible for the coordination and monitoring of the technical and archaeological works of the Project, possessing the relevant experience.

### **19.8** Health and Safety Services Personnel

The Contractor shall organize the Department of Health and Safety at Work (DAYE), which shall directly report to the Project Management. The role of DAYE, as specified by the Law, shall be to provide consulting services on all issues pertaining to Health and Safety at Work. It shall be made up by the Safety Coordinator, the Company Doctor and the Safety Technician(s). The Contractor is obliged to fill the positions of DAYE with individuals who satisfy the requirements of the respective Contract Documents.

### **19.9** Quality Management

The Contractor shall organize a Quality Management Department with a Management Quality Manager to be employed on an exclusive and full-time basis. The subject Manager shall be a University graduate engineer possessing a well-proven training and at least 10 years of experience in issues pertaining to Quality Management. The Quality Assurance Person in Charge and the Quality Control Person in Charge shall report to the Quality Management Manager; the subject persons in charge shall be engineers of a specialty acknowledged by the Technical Chamber of Greece (TEE) and shall possess a well-proven training and at least 5 years of experience in issues pertaining to their respective fields; alternatively, these positions could be filled in by executives of another University Discipline, who shall possess a well-proven training and at least 6 years of proven professional experience in issues pertaining to their fields of responsibility related to the subject positions. Finally, the Job Descriptions, the responsibilities and the hierarchies of the personnel staffing the Quality Management Department shall be described in the Organization Chart on the basis of their scope of work.

### **19.10** Time Scheduling

The Contractor ought to ensure the required number of experienced personnel as mentioned below. The subject personnel shall be of full and exclusive employment.

The Chief of Time Scheduling shall be a graduate Engineer with at least ten (10) years of experience in the Management and Monitoring of Projects. Depending on the needs and the progress of the Project, one (1) and/or two (2) graduate Engineers of different specialties (CW and H/M) with at least three (3) years of experience in the Management and Monitoring of Projects shall report to the Chief of Time Scheduling. The Engineers of the Time

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Scheduling team shall have an excellent knowledge on the theories and methods pertaining to Time Scheduling and, especially, of the Critical Path Method, as well as of the required PRIMAVERA software.

### **Article 20 Sub-Contracting Work – Contractor’s Substitution**

In case of sub-contracting work, applicable shall be the provisions of article 165 of Law 4412/2016, while, in case of the Contractor’s Substitution by a third party, applicable shall be the provisions of article 164 of Law 4412/2016.

### **Article 21 Supervision of the works by AM**

- 21.1** AM shall appoint and notify the Contractor in writing the supervisors and their assistants who shall perform the supervision of the Project according to the applicable legislation.
- 21.2** The fact that AM supervises the Project does not release the Contractor in any way from any responsibility deriving from his contractual obligations and the applicable legislation.
- 21.3** The supervision of the Project by AM does not mean that there is a dependence relationship between AM and the Contractor.
- 21.4** Should AM fail to proceed to the quality control of the works under execution or should it fail to note any fault at the Project, then the Contractor shall not be released from his contractual obligations nor shall this prevent AM from requiring the correction of the default work and/or its rejection, according to the provisions of article 159 of Law 4412/2016.
- 21.5** All actions undertaken by the Contractor shall be known to the Supervising Authority; the correspondence shall be implemented through the Managing Department of the Project or by communication of the documentation to the Supervising Authority, while conclusions of meetings, etc., shall be summarized in information reports to be duly submitted.

### **Article 22 Responsibility of the Contractor for the Safe Execution of the Project and the occurrence of damage**

- 22.1** As regards the works that he performs, the Contractor is fully responsible for any loss, damage or wear that will be caused to the equipment, material or works of the Project.
- 22.2** As regards the works that he performs, the Contractor is fully responsible for any harm that may be caused to health or death of the persons he employs as well as to third parties and, thus, he should take all the necessary safety measures in view of preventing such events.



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**22.3** As regards the works that he performs, the Contractor has the exclusive liability for any damage that he will cause to a property of any third party (tangible or fixed assets) that includes the installations and networks of Public Utility Organizations (PUO) or public works (bridges, pavement etc.) situated in the area of the worksite as well as in any area where he performs activities pertaining to the Project that is being executed. More specifically:

- a) He shall neither cause any interruptions nor raise any entanglements to the works of other AM Contractors or Consultants, unless otherwise authorized by AM;
- b) He shall not enter any property of third parties, unless otherwise authorized by AM;
- c) He shall neither cause any damage nor shall be block or obstruct any PUO facility, street or other property;
- d) He shall neither cause any interruptions nor raise any entanglements to the operation of any network of ducts, telephone cables, power supply cables, without the prior relevant permit and approval by the PUOs or other Services concerned and AM's consent;
- e) He shall not cause any damage to cultivated or planted areas and vegetation, such as trees, plants, bushes and grass within areas which, as to be specified by AM, are not related to the execution of the contract works. This also applies to damage caused by the operation of the equipment or the disposal of materials generated by the execution of the aforesaid works.

**22.4** The Contractor shall not be entitled to any extension of deadlines or to any compensation due to his negligence to protect all materials, items of equipment and the environment and to adhere to all his contractual obligations. All expenses related to any kind of repair or reinstatement works, necessary or required due to any non-permissible entanglement, damage or use shall be borne by the Contractor. Should AM be obliged to pay any compensation for reasons pertaining to the above-mentioned causes, the amount in question will be retained from the amounts to be received by the Contractor or from his guarantees.

**22.5** There is no dependence relationship between AM and the Contractor and his personnel.

**Article 23 Insurance**

**23.1 General**

Without any limitation to his obligations and responsibilities deriving from the Contract and the Legislation in force, the Contractor shall insure the personnel to be engaged in the Project, the machinery, the materials, the Project itself, as well as the civil liability that may result from the Project or due to the Project, at his own care and expense based on the legislation in force and the provisions of this Article.

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

The insurance company must be seated in any country of the European Union, of the European Financial Area (EFA) or in any country that has signed the Public Procurement Agreement (PPA).

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

Draft insurance policies shall be submitted by the Contractor to AM within ten (10) calendar days prior to the contract signing, for them to be reviewed and be certified that they are in accordance with the terms of these CC. The original insurance policies shall be submitted by the Contractor upon the Contract signing, along with the proof of payment of the first installment of premiums.

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

### 23.1.1 Insurance of personnel

The Contractor has to insure in the IKA and the remaining social security organizations all the personnel employed by him in the Project, under any capacity and any contractual relationship who may be engaged in the Project, according to the applicable Legislation. In all circumstances the Contractor is obliged to insure the subject personnel; otherwise, he shall not be entitled to utilize same for the Project.

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

### 23.1.2 Insurance of machinery

The Contractor has to insure in an insurance company the vehicles that are to be used for the Project according to the relevant provisions.

The Contractor has to insure all machinery (cranes, tunnel excavation machines, etc.) to be utilized in the Project.

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The machinery to be utilized in the Project shall be insured (against all risks and civil liability) against an amount to cover in full its replacement cost not only for the time period when this machinery is going to be into the worksite areas but also during their transportation/travel therein.

The Contractor is not entitled to claim any compensation from AM for the cases of *force majeure* or accident, any damage or entire/partial loss of vehicle or machinery to be used in the Project.

### 23.1.3 Insurance of Materials

The Contractor has to insure the full value - and against any risk (theft, wear, fire, landslide etc.), from the date of delivery to the date of their incorporation in the Project - of the materials that will have been brought into the worksite areas by the Contractor or will have been provided to him by AM.

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

## 23.2 **Insurance of the Project against any risk**

### 23.2.1 Insurance scope

The insurance scope shall be the total value of the Project (Contractual Price), inclusive of any contract supplements, revisions and/or readjustments of the contract price.

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

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

Moreover, covered by insurance shall be the permanent and/or temporary worksite installations of the Contractor.

Moreover, an insurance coverage shall be provided for an additional amount equal to 15% of the insured capital, as this is determined above, for covering any unforeseeable additional cost for the restoration of any loss or the repair of any damage including the occupational fees and the cost for the demolition or removal of any part of the Project or the demolition spoil of any nature.

It is mutually agreed that the insurance company is exempted up to the amount of 100,000 EURO for cases involving tunneling activities, wrong designs, and construction activities for destructive incidents due to adverse weather conditions and up to the amount of 50,000 EURO for other causes.

In any case, the aforementioned expenses related to these exemption limits shall be borne by the Contractor.

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The insurance coverage shall be provided against any loss, damage or destruction, partial or total, due to or caused by any reason or cause. Therefore, insurance coverage shall be also provided against force majeure (force majeure includes natural disasters due to earthquakes, floods, unusual rainfalls, landslides, terrorist actions, any damage caused by manifestations, malicious acts, accidental incidents, as well as wrong design, wrong work and/or construction (Manufacturer’s Risk)], faulty materials, except the risks that are normally excepted and are not covered by the usual insurance policies against any risk (e.g. war, invasion, rebellion, popular uprising, revolution, pollution by radiation or ionizing radiation etc.).

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

### **23.2.2 Duration of insurance**

The insurance coverage shall commence upon contract signing and shall expire on the date of the Final Acceptance of the entire Project, as per the provisions of the Contract pertaining to the Project’s overall cost (Contract Price).

In the event of partial deliveries/individual contracts, during maintenance period the Contractor is obliged to:

- Insure any delivered or commissioned sections of the insured project against any possible loss or damage caused by construction works, which shall still be covered under the Insurance Policy Against all Risks.
- Insure the completed works as of the date of the issuance of the Work Completion Certificate of the individual contract until the final acceptance of the overall Project, as per the Contract terms, through a Civil Works Completed Risks Policy.

### **23.2.3 Special term in the insurance policy against all risks**

The following term must be included in the Insurance Policy:

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

If AM does not provide the insurance company with the said concurrence, then automatically and without any other formalities (special or other kind of orders or authorization by the Contractor), the Contractor’s claim against the insurance company related to the payment of compensation is transferred to AM and the insurance company accepts and is obliged henceforth to pay the

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relevant compensation to AM following the latter’s application for this purpose”.

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

### 23.3 Third Party Civil Liability Insurance

#### 23.3.1 Insurance scope

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

#### 23.3.2 Insurance duration

The insurers’ liability shall commence upon the Contract signing and shall expire upon the final acceptance, as per the contract terms.

#### 23.3.3 Compensation limits

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

23.3.3.1 For material damage, direct and indirect to third party property, following direct damage, irrespective of the number of injured third parties

16,500,000.00 EURO

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

1,000,000.00 EURO

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

12,000,000.00 EURO

23.3.3.4 Highest liability limit of insurers throughout the duration of the insurance policy

35,000,000.00 EURO

It is mutually agreed that the insurance company shall be exempted a minimum amount of 30,000 EURO and up to a maximum amount of 80,000

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EURO for civil liability up to 10% for every damage. In any case, the aforementioned expenses related to these exemption limits shall be borne by the Contractor.

### 23.3.4 Special terms of the civil liability insurance policy

This insurance policy shall include the following special terms:

23.3.4.1 AM, its overall personnel, any of its consultants and their personnel, are regarded to be **third parties**, according to the terms and the exceptions of Cross Liability.

23.3.4.2 The insurance company has to refute any case raised against the Contractor or AM and their personnel if the injury or damage involved is due to an act or omission of the above people, which is covered by the third party civil liability insurance policy, while it will pay any warranty amount for the abrogation of any seizure etc. related to the civil liability within the limits of the amounts referred to in each case as the highest liability limits of the insurers.

23.3.4.3 The insurance policy also covers AM’s liability resulting from article 9.22 of the Civil Code (employer’s liability).

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

All insurance policies shall necessarily include the following general terms:

23.4.1 AM shall be co-insured.

23.4.2 The insurance policies in question cannot be cancelled, amended or terminated without written notice, sent by registered mail by the insurance company to the Contractor as well as to AM sixty (60) calendar days beforehand.

23.4.3 The insurance company waives any of its cross action rights against AM, its employees, consultants and associates and their employees, in case the injury or damage is due to an act or omission, non intentional, on the part of those people.

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

23.5.1 In entering into all the above insurance contracts, the Contractor must be conforming and must be taking into account the provisions of the laws, decrees, regulations etc. in force at each time and effective in Greece.

23.5.2 The Contractor ought to adhere to the terms stipulated in the insurance policies and compensate AM against all losses and liabilities that may derive from the Contractor’s failure to comply or meet the terms 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.

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

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

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

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

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

23.5.6 In case of interruption of works (either in total or in part) at the Contractor’s liability, then the Project - whatever its phase may be - can be insured against all the aforementioned and potential risks by AM due to the interruption and the cost for this insurance shall be borne by the Contractor.

**Article 24 Project Diary**

**24.1** The Contractor shall keep a Project Diary and shall have one (1) copy of the approved designs in the worksite office.

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- 24.2** The entries in the Diary shall include information data about the meteorological conditions, the equipment and manpower engaged in the execution of the Project and in general about the picture of the Project, as determined in detail in Article 146 of Law 4412/2016.
- 24.3** The Diary of the Project shall be prepared and submitted at the Contractor’s care and responsibility in book-bound documents with duplicate numbered pages; the said Diary shall be kept by the Contractor on a daily basis throughout the execution of the Project. All pages of the documents shall be numbered, stamped and initialed by AM prior to their being used by the Contractor.
- 24.4** It is noted that in the Project Diary, the Contractor shall record only information and data regarding the picture of the Project and not any of his contractual positions. The contractual positions of the Contractor shall be transmitted to AM through regular correspondence. On a daily basis and having being filled in by the Contractor, the diary shall be brought to the Supervising Authority’s attention for it to record its remarks - if any. The Managing Department can determine the entry of supplementary information or other data related to the specific Project in the Project Diary; moreover, it can request the Contractor to keep additional statistic data.
- 24.5** On a daily basis, the Contractor is obliged to submit one signed copy of the duplicate of the aforesaid Diary to AM’s Supervising Authority.
- 24.6** All aforementioned obligations of the Contractor shall be implemented at his care, diligence and expense, while the relevant cost is included in his Financial Offer in a converted form.

**Article 25 Measurements**

- 25.1** With regard to the measurements, the provisions of article 151 of Law 4412/2016 are in effect, in general.
- 25.2** The following are additionally stated:
- 25.2.1** AM is entitled to refuse the recording of any defective works or inappropriate materials in the measurement sheets.
- 25.2.2** The recording of the measurement data in the measurement sheets (article 151 paragraph 1 of Law 4412/2016) in no case does it constitute evidence that the works are satisfactory or that the incorporated materials are appropriate.
- 25.2.3** If during the execution of the Project:
- the actual geometrical dimensions and/or quantities are less than the respective ones of the approved design, they shall be accepted by AM only if, it is proved and in its judgment, these lower geometrical dimensions do not jeopardize the safety or operation of the Project



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and do not cause any poor workmanship, for which the provisions of article 159 of Law 4412/2016 are applicable. However, in this case when quantities/dimensions less than the approved ones derive, these shall be compensated in accordance with the actual executed quantity of work;

- If the actual dimensions and/or quantities are greater than the respective dimensions and/or quantities of the approved designs and it is proved that no problem is caused to the Project due to this fact, then the dimensions of the approved design shall be taken into consideration for the measurement and payment, unless there is a written order of AM for the greater dimensions;

**25.3** Within the deadline for the submittal of the final measurement foreseen by Law 4412/2016, the Contractor is obliged to submit the Project Log - stipulated in article 37 of the Conditions of Contract and article 17 of the Conditions of Contract “As Built Drawings”- being considered as integral part of the final measurement.

### **Article 26 Method of Payment - Accounts/Certificates - Revision of Prices**

#### **26.1 Advance Payment**

An interest-bearing advance payment equal to five percent (5%) on each Individual Contract – revision and VAT excluded – shall be granted to the Contractor. The subject advance payment shall be optional and shall be granted upon the Contractor’s pertinent request. The subject advance payment shall be granted for each individual Contract upon the installation of a worksite by the Contractor on site the Project.

It is stressed that the good performance guarantee covers the provision to the Contractor of an Advance Payment of an equal amount without the requirement for the submission of an advance payment guarantee.

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

The amount of the deduction, to be made from each certification until its amortization, shall be increased by the interest rates corresponding to the non-amortized – until that time – part of the advance payment.

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

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

where,

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

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

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

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

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

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

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

where,

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

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

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

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

### 26.2 Method of Payment

26.2.1 The **relocations of PUO networks and traffic deviations related works** shall be compensated on the basis of AM's Design Price List with the application of the offered unified discount for Works Category A, as included in the Financial Offer of the Contractor. The Overhead and the Contractor's Profit percentage shall be calculated on the resulting prices, which (percentage) includes the provisions of the General Terms of the AM's Design Price List.

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In the event that works on a cost-plus-basis are executed due to the relocation of PUO networks and traffic diversions, these will be compensated on a cost-plus-basis, while the offered discount percentage for Works Category A pertaining to Overhead and Contractor’s Profit shall apply on the prices.

26.2.2 The **archaeological works** shall be compensated on a cost plus basis (actual expenditure) on the basis of any lawful proof of payment presented, through application of the offered discount percentage for Works Category B, as included in the Financial Offer of the Contractor, on the Overhead and the Contractor’s Profit.

It is stressed that the Overhead and the Contractor’s Profit shall include the provisions of the General Terms of AM’s Design Price List.

More specifically, the Contractor is obliged to execute archaeological and any other works on a cost-plus basis, in line with article 154 Law 4412/2016.

Especially, with regard to the compensation of the personnel, machinery - vehicles and materials and other means, the following are stressed:

1. Salaried scientific personnel (archaeologists, etc.) and remaining salaried personnel (guards, etc.):

The Contractor shall be compensated on a cost-plus basis (salary plus deductions plus employer’s contributions) for each of the above persons upon submitting monthly salary lists of IKA or of the pertinent social security Organization. The fees of the aforesaid personnel shall not exceed those identified for each specialty by the Collective Labor Agreements and the Labor Legislation and in the framework of these limitations they will be approved by the Managing Department.

2. Labor personnel (not specialized or specialized laborers or technicians, etc.):

The Contractor shall be compensated on a cost-plus basis based on the hours of work of one person, upon submission of the detailed salary statements of IKA and of the respective detailed periodical statements of IKA for each member of the personnel he utilized.

AM may determine a maximum limit for the hourly compensation rate, in line with the respective rate of the market.

The number of the required personnel, its classification per specialty and the respective fees shall be approved by the Managing Department.

3. Machinery and Vehicles:

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For the utilization of machinery and vehicles – either private or leased - the Contractor shall be compensated on a cost-plus basis, based on the hours approved and certified on a daily basis in the special Project Diary by the Supervising Authority of the Project.

In order to justify the aforementioned expenses and before the commencement of the relevant works, AM may determine a threshold for the hourly compensation rate, which shall derive from market research through the submission of at least three (3) offers out of which AM will extract their average.

For the utilization of leased machinery and vehicles the Contractor shall be compensated upon submission of the relevant paid-off invoices (lawfully approved).

In case the machinery and/or vehicles constitute the Contractor’s property, the property is proven through the submission of a lawful license – should it be foreseen by the legislation- or through lawful supporting documentation in the name of the Contractor, or in case of a Joint Venture in the name of one member or in the name of any invoked operator.

4. Materials and Equipment:

For purchasing materials, the Contractor shall be compensated on a cost-plus basis upon submitting the respective purchase paid-off invoices, lawfully authenticated. Equipment shall be leased should it be feasible; otherwise it shall be purchased. The Contractor shall be compensated for leasing or purchasing purposes upon submitting the respective paid-off invoices, lawfully authenticated. The impossibility on the part of the Contractor to proceed to a leasing option shall be decided upon by AM. The whole procedure shall be implemented in accordance with the content of paragraph 3 Specification GS 1100 “ARCHAEOLOGICAL WORKS” (General Specifications Volume I).

In order to justify the aforementioned expenses, and prior to their approval, AM may determine a threshold for rate, which shall derive from market research through the submission of at least three (3) offers out of which AM will extract their average.

The members of the personnel to be engaged in the works, the time for their engagement, the utilized machinery and vehicles, as well as the materials and other means shall be recorded in the special Project Diary and shall be signed by the Project’s Supervising Engineer, in accordance with the provisions of article 154 of Law 4412/2016.

For payment reasons, the Contractor is obliged to submit all necessary back-up documents required by the Contract and the law. In case invoices are submitted, these must be paid-off. As to the remaining issues, valid shall be the stipulations of article 154 Law 4412/16.

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26.2.3 The required **designs and topographical works** shall be compensated on the basis of the Pre-Estimated Fees Regulations, in line with article 53, paragraph 8 of Law 4412/16. The offered discount for Works Category C on designs, as included in the Financial Offer of the Contractor, is applied on these prices.

More specifically, the costs for topographical surveys, designs and works, as specified in article 107 of the Design Specifications for Civil Works (except paragraph 107.1.1.e, in which the cost is presented in a converted form in the Contractor’s Financial Offer), and the inventory of existing features related cost, as specified in article 104 of the Design Specifications (except paragraphs 104.1.1.2 and 104.1.1.4, in which their cost shall be compensated on a cost plus basis, depending on the employment period, on the basis of the Pre-Estimated Fees Regulations) shall be compensated on the basis of the Pre-Estimated Fees Regulations.

It is hereby clarified that the preparation of the required Detailed Final Design shall not be separately compensated, since the Contractor’s pertinent fee is included in the unit prices of AM’s Design Price List.

26.2.4 **Works required for the configuration of worksite areas, in view of executing the works falling under the scope of the Project**, (e.g. demolitions, removal of any obstacles, relocation of kiosks, signs, small structures, relocation of bus stops, ticket issuing offices, chemical WCs, OASA’s or Municipalities prefabricated small structures, fire fighting hydrants, lighting poles, traffic cameras, removal of busts, statues, fountains, several works of art, etc.) shall be compensated based on AM’s Design Price List – should they be included therein; otherwise, the compensation shall be effected on a cost-plus-basis upon application of the discount percentage on the Overhead and the Contractor’s Profit (OH and CP), using the Cost-Plus-Basis Work Item pertaining to Work Category A’ Relocations of PUO networks.

26.2.5 It is pointed out that any structure rendered necessary due to archaeological needs (piles, retaining works, etc.) shall be compensated on the basis of AM’s Design Price List.

### 26.3 Accounts / Certificates

26.3.1 The accounts for the works that have been executed shall be prepared according to the provisions of article 152 of Law 4412/2016, as they are applicable, in time periods lasting no less than one (1) month. The accounts shall be prepared in line with AM suggestions. The said accounts shall be also submitted in digital files, so that it can be easily processed by AM.

26.3.2 Once the accounts are checked and corrected by AM and in view of settling the Payment Certificate, the Contractor must submit all payment back-up documentation, such as retention, tax clearance certificate, etc. as required by Law 4412/2016 and the remaining applicable legislation.  
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 (article 4, Law 4013/2011, as in effect). 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);
- A deduction of 0.02% in favour of the Greek State that will be calculated on the value, VAT excluded, of the initial contract and of any supplementary contract. The subject amount shall be deducted from any payment made by the Awarding Authority in the name and on behalf of the General Department of Public Contracts and Procurement. This 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.

**26.3.3** Deductions (retention amounts) are applicable to all payments to the Contractor; such retention amounts to five per cent (5%) on the certified value of the works, along with the respective revision, and ten per cent (10%) on the value of the materials that are temporarily included in the payment certificate, until those materials are incorporated into the works.

The invoices that will be issued by the Contractor shall be issued in the name of the company or in case of a Joint Venture in the name of the Joint Venture and approved by the competent Tax Authority shall be in Greek and in forms bearing the Contractor's logo and the signature of the Contractor's representative.

In case of a Consortium, the invoices shall bear the signature of the common representative of the Contracting Consortium, as this representative has been appointed through the notary act for the establishment of the Consortium.

### **26.4 Revision of prices**

With regard to the revision of the value of the works for this Project, applicable shall be the stipulations of article 153 of Law 4412/2016, as valid each time.

### **Article 27 Work Increase / Decrease – Minus Cost - New Works - Urgent Additional Works**

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- 27.1** For any Work Increase / Decrease applicable shall be the provisions of articles 155, 156 and 337 of Law 4412/16. It is stressed that if supplementary contracts are required, their overall amount shall not exceed 50% of the amount of the initial framework-agreement. In addition, the contractual quantities of work of the individual contracts can be reduced and the cost saved (“Minus cost”) can be used for the execution of other works of the individual contract should all preconditions of paragraph 3b article 156 Law 4412/16 exist. It is clarified that, in any case, upon completion of each individual contract, the expenditure saved can be utilized for the execution of works falling under the same category of other individual contracts.
- 27.2** The discount that shall be implemented as per the provisions of article 156 Law 4412/16 for the compilation of the New Work Unit Prices is specified by the Contractor’s offer discount.
- 27.3** The fixed coefficient «σ» stipulated in paragraph 6 of article 156 Law 4412/16, which is being used for the multiplication of the new work unit prices, shall be calculated for each individual contract.
- 27.4** The percentage pertaining to the Overhead and Contractor’s Profit, which shall be applicable wherever article 156 Law 4412/16 provides for, is determined to 18%.
- 27.5** The compilation of the unit prices of any new works shall be based on cases (5.a), (5.b) and (5.c) of article 156 Law 4412/16. For case (b) of article 156 Law 4412/16, the Approved Price Lists are the Unified Price Lists (Roadwork Projects, Hydraulic Works, Building Works, Port, Landscape Works and E/M Works for Roadwork Projects, Hydraulic Works and Port), as applicable until the expiry date for the submission of the Contractor’s Financial Offer.

It is clarified that the compilation of the unit prices of any new works shall mainly take into consideration the relation of the work to be priced with the description of the selected article, regardless of the category of the Unified Price Lists, to which the article belongs.

In case there are more than one prices in the Unified Price Lists, whose description coincides with the work to be priced, then the article belonging to the category of the Price Lists which is closer to the work nature shall be selected.

In any case, the execution of the new works shall be in accordance with the technical specifications of the Contract.

## **Article 28 Health and Safety during the construction of the Project**

- 28.1** The Contractor is exclusively responsible for adhering to the rules for ensuring Health and Safety in the areas where works are executed for the Project for his personnel, the persons who are engaged in the Project by him

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in any way whatsoever, AM’s personnel, the persons authorised by AM, as well as those involved with the archaeological works and any third party.

- 28.2** The Contractor is obliged to ensure safe access and circulation of the aforementioned persons in the Project areas.
- 28.3** If the Contractor intends to use crews for the execution of the works, regardless of his legal relationship with them, then he should communicate to AM the particulars of the crew and the number of the persons to be employed before assuming work.  
The said particulars shall be recorded in the Project’s Diary.
- 28.4** The obligations of the employers arising from the legislation concerning adherence to the rules for the health and safety of employees in projects similar to the one under execution, should be met, in any case, by the Contractor, constituting his contractual obligation, at his responsibility, diligence and expense, before all the employees engaged in the Project in any way whatsoever.
- 28.5** In all cases and regardless the legal nature of the relationship between the Contractor and the personnel engaged in the Project, the Contractor is not entitled to invoke provisions concerning the obligations of employers on health and safety related matters (e.g. Safety Coordinator Technician, Occupational Doctor, etc.) if the personnel employed does not constitute the Contractor’s employees, given that these requirements should be met by the Contractor as per the above.
- 28.6** If the Contractor fails to meet the aforementioned obligations, AM shall be entitled to prohibit the employment of the aforementioned personnel in the Project.
- 28.7** As to the remaining items, applicable shall be Specification GS 0750 “HEALTH AND SAFETY SPECIFICATIONS” (General Specifications Volume I).
- 28.8** All expenses for the implementation of the provisions pertaining to Health and Safety for any person, whichever his/her work relationship with the Project activities, shall be borne by the Contractor and they have been included in his calculations during the preparation of his Financial Offer, in a converted form.

### **Article 29 Protection of the Environment**

All the activities and works of the Contractor shall be compliant with the applicable provisions of the Greek and Community Legislation.

The Contractor is responsible to adhere to the approved Environmental Terms of the Project (Subject of the Decision: “Approval of Environmental Terms for the environmental licensing of the “Athens Metro Line 4 Section A’ – Alsos Veikou – Goudi”, Decision No. Α.Π. οικ.9724/21.05.2018) and to the provisions of the approved EIA (Environmental Impact Assessment Study for



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“Athens Metro Line 4 Section A’ – Alsos Veikou – Goudi” [Technical Report – Annexes – Technical File of the Project] – January 2017), as well as to the σ-ES (Environmental Study for the Differentiations that arose during the Consultation Process on the EIA for the Athens Metro Line 4 – October 2017), which are attached to these Conditions of Contract and constitute an integral part thereof.

In addition, the obligations of the Contractor, for adhering to the environmental requirements during the Project, also include the stipulations of the General Specifications (see article GS 0180: “Studies and Measures for Addressing the Environmental Impact”).

### **Article 30 Adherence to Laws, Police Regulations - Issuance of Permits**

**30.1** Throughout the execution of the Project, the Contractor is obligated to comply with the laws of the State, the decrees, the regulations, the Police and Fire Department regulations, etc., as well as with all legal requirements of any public, municipal or other authority, directly or indirectly related to the Contractor’s works.

**30.2** Being responsible for adhering to the laws etc., the Contractor is obliged to inform AM immediately on the orders addressed or copied to him throughout the execution of the Project and the documents transmitted by the various authorities with regard to the indicated measures of control, safety etc.

**30.3** In addition, the Contractor is obliged to proceed to all necessary actions towards the competent Public Authorities, Organizations and Services (PUOs, Archaeological Department, Municipalities, Ministries, OASA, Police Authority, etc.) so that the pertinent communications be effected, the relevant approvals be granted and all necessary permits, required for the execution of the works included in the scope of the Project, be issued on time. Prior to the submittal of any request on the part of the Contractor related to the above permits, AM shall be informed in order to provide its concurrence for their issuance.

### **Article 31 Particular Obligations of the Contractor for overtime, night work - and work during days off and holidays**

**31.1** The Contractor is obliged to execute the works required for the construction of the Project within the contractual deadline without being entitled to any additional compensation for overtime, night work or work during days off and holidays.

**31.2** The Contractor shall carry out overtime or night work and work during days off and holidays, according to the stipulations of the Greek Laws and the relevant provisions issued in implementation thereof. During the execution of such works, the Contractor is obliged to secure the relevant permits and comply with all Laws and provisions, such as police provisions, regulations, etc. pertaining to such works. Should the Contractor be unable to secure an

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approval for working overtime, this will not constitute a reason for extension to the deadlines for the execution of the Project.

**Article 32 Preliminary Approvals / Ordering of Materials, Devices, Equipment Ready Made Products And Other Items**

**32.1** With regard to various scopes such as materials, devices, equipment, ready made products etc. originating from abroad or from Greece, that may be incorporated into the Project, whose features and characteristics may not be determined in an accurate and satisfactory manner in the specifications and in order to prevent any misinterpretations, the Contractor is obliged, before placing an order, to submit for approval to AM Material Submittal Sheets (MSS) that have to be fully documented and in line with the requirements of the contractual documents, so that it may be proven that the items to be ordered are in accordance with the specifications and, in general, the contractual obligations. These orders shall be promptly placed on the dates determined in the time schedule for the construction of the Project.

**32.2** The above data and drawings shall be submitted in line with the stipulations of the Specification GS 0200 “DESIGN REQUIREMENTS”, (General Specifications, Volume I), within the appropriate time frame so that their contractually scheduled final approval be effected prior to their incorporation into the Project. Non-approved materials, devices, equipment, ready-made products and other items either from Greece or abroad shall not be incorporated into the Project.

AM shall check the compliance of the technical characteristics with the contractual provisions and the requirements of the relevant detailed design. The checking procedure shall comply with the stipulations of Specification “GS 0200 - Design Requirements” of AM’s General Specifications Volume I.

**32.3** The approval of technical items of these scopes by AM does not release the Contractor from his responsibilities and obligations provided that, during tests and deliveries, it should be proven that they are in accordance with the contractual documents.

**32.4** Any delay that may occur from any erroneous selection of items by the Contractor, their rejection by AM and re-submittal with new data shall not constitute a reason for the Contractor to request an extension to the deadline for the completion of the Project.

**32.5** Prior to the commencement of each work, the Contractor – if required - shall deliver to AM samples of the aforementioned items, which he shall include in the Project, together with the details of the suppliers, before ordering them. The submitted samples have to be representative for the overall dispatch and the respective items shall not be used prior to the approval of the samples. It is stressed that the shipment of the materials and equipment, purchased by the Contractor for the Project needs, shall be effected at a date ensuring adherence to the Time Schedule.



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When the shifting of the supply precedes the supply’s incorporation into the Project, then it shall be stored at the Contractor’s expense and in such a way so as to be protected against bad weather conditions, damage and risks.

- 32.6** All material and equipment brought by the Contractor in order to be incorporated in the Project shall be new, without any defects and shall meet the respective contractual terms determining their type, category and remaining features.
- 32.7** AM shall be entitled to check any item coming in the worksite and may order its removal if, per its judgment, it does not meet the contractual terms referring to its quality and characteristics.

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**Article 33 Quality Assurance and Quality Control of the Project**

**33.1** Project Quality Control concerns materials and workmanship of the project as per article 32 of the CC and further to the completed constructions of the Project, shall be performed on the basis of the contractual documents and the Specifications referred to therein, the regulations, codes, standards, as defined in article 5 of the CC, as well as on the applicable Law 4412/2016 85 and the relevant circulars governing similar Projects.

**33.2** All controls, foreseen by the Contract documents and the technical specifications, codes, etc., referred to therein, shall be conducted at the Contractor's care and responsibility; the pertinent cost is included in the Contractor's Financial Offer.

**33.3** The Contractor shall be obliged to submit to AM within 60 calendar days prior to the signing of the Contract – Framework Agreement the documentation of the Quality Management System (QMS), as well as the Project Quality Plan (PQP), based on the provisions of the General Specifications and the stipulations of article 158 of Law 4412/16.

Within ten (10) working days, AM shall return to the Contractor the aforementioned submittals including comments, in any, which the Contractor ought to incorporate in the revised issues of the Quality Management System and the Project Quality Plan and submit them within twenty (20) calendar days upon AM's response.

Every eventual revision of the aforesaid Project Quality Plan shall be submitted for approval by AM.

**33.4** At the latest within 60 calendar days upon signing of the Contract – Framework Agreement, the Contractor should submit for AM's review the General Control and Tests programs, based on the General Specifications, Volume I, GS0650 “QUALITY CONTROL”. Complete procedures concerning every item of the aforementioned Programs should be submitted to AM for approval before the initiation of each new phase of the Project. Ta aforementioned Programs shall be directly related to the Quality Control Program.

**33.5** Quality control shall be performed on the Contractor's responsibility and at his expenses. The relevant cost is included in a converted form in the Contract Price and shall also concern testing related items (measurements, tests, value of materials, use of machinery, work performance, etc.).

The Contractor shall perform all tests or controls to be required by AM in the framework of the Contract Regulations or Specifications for exercising its (AM's) own quality control, making available the required personnel, equipment or materials to his end and, in general, shall facilitate AM's personnel for exercising these controls at his own expense.

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- 33.6** The relevant regulations and criteria, stipulating the required standards concerning the materials and the quality of the work, are mentioned in the contractual documents. In the control and tests programs all requirements of these regulations and criteria should be taken into consideration.
- 33.7** As regards the works that he executes, the Contractor shall be responsible for the quality of all materials and equipment to be used in the Project based on the above and, in general, for the quality of the Project.
- 33.8** Every control and tests program should include the following basic data, which must be supplemented and updated with additional information as frequently as necessary for the quality requirements to be met:
- Samples of the suggested quality control forms, printed tests and printed reports.
  - List of scopes, based on the titles of article 32 of the CC, and works to be checked by AM during different construction stages, together with control procedures, types of tests and their frequency.
  - List of the scopes, based on the above, that need to be inspected / checked at the supplier’s factory in accordance with the required quality control procedure.
- 33.9** As far as quality control is concerned, detailed and updated data should be kept in a suitable form concerning the materials, the equipment etc. that have been ordered, delivered, and found defective etc. during the execution of the works. Additional data shall be submitted, according to the conditions of the Contract and the approved control and tests programs. 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.
- 33.10** The Contractor shall provide all the samples that will be put to a test and secure all the necessary transports making possible the execution of the control and test programs approved by AM at his own expenses.
- 33.11** The control and tests programs that will be suggested by the Contractor and that AM will approve, shall be respected and followed throughout the validity period of the Contract, unless different instructions are given by AM for particular issues.
- 33.12** The Contractor along with the adequate personnel and OPE shall perform all the necessary controls, tests and inspections at the suppliers shops as well as on site the Project, so as to secure that the Project is executed according to the designs and specifications and that AM’s competent employees will have at any time access to the above-mentioned areas in order to inspect the Project and attend the relevant tests. The Contractor is obliged to submit a monthly report describing in detail the information pertaining to the quality control and the quality management of the Project.



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**33.13** In any case, the adherence to all the aforementioned procedures shall not release the Contractor from the responsibility for the good quality of the items to be used in the Project and the complete, safe and workmanlike execution of the Project.

**33.14** All aforementioned obligations of the Contractor shall be implemented at his care, diligence and expense, while the relevant cost is included in his Financial Offer in a converted form.

**Article 34 Material Unsuitability - Defects - Omission of Maintenance**

**34.1** If, throughout the execution of the Project and up to its final acceptance, the works or the materials to be used or were used for the execution of the works in a part of the Project or in the entire Project are, as per AM’s judgment, defective, incomplete or inappropriate or do not meet the requirements of the specifications and, in general, are not in accordance with the provisions of the Contract, then the relevant provisions of article 159 of Law 4412/2016 shall be applied.

**34.2** The Contractor cannot, in any case, invoke the presence of the supervisor or any other representative of AM on site the Project in order to be released from his contractual obligations, at the locations where defective works, omissions or deficiencies were identified. The Contractor shall remain responsible for the quality of the works that have been executed.

**Article 35 Damage at Works - Force Majeure**

The Contractor is obliged to insure the entire Project against all risks, as regards force majeure too, according to article 23 of the CC. As to the remaining parts and for any eventual damage to the Project, application shall be made of the provisions of article 157 of Law 4412/2016.

**Article 36 Other Obligations of the Contractor**

**36.1** Information to the Public

AM’s Public Relations Department shall establish a program to inform the public in view of achieving most effective relationships with the Municipality or other Agencies and Businesses adjacent to the area where works will be executed. A part of this program shall concern the cooperation of the Contractor with AM in order to establish and maintain a continuous liaison with the persons whose properties will be occupied or those who have businesses in the area of the worksites, in order to minimize any disturbances deriving from the construction of the Project.

In cooperation with AM’s Public Relations Department, the Contractor shall contact with the residents and the entrepreneurs, who may suffer any adverse effects due to the construction works, they shall make known to them the name of the Contractor’s worksite representative, who shall be

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responsible for the issues pertaining to the public and they shall advise them on the ways these residents and entrepreneurs could contact the aforementioned representative immediately. The Contractor shall assist AM in organizing meetings on a regular basis with the local and/or wider agencies in which (meetings) there shall be presentations regarding any future plans, the status of the works and general issues concerning the agencies involved with the Project.

- 36.2** The Contractor is both entitled and obliged (if so requested by the Supervising Authority) to forbidden to any persons not related to the execution of the Contract the access to the work areas, with the exception of the persons authorized by AM to do so.

The Contractor should secure and safeguard all areas where works are executed, warehouses, etc. Being exclusively responsible, the Contractor shall take all necessary measures for safeguarding all existing structures and for preserving and maintaining them.

- 36.3** The Contractor is obliged to proceed to the relevant investigations and find the adequate locations for the connection of the temporary or permanent sewage whose waters are disposed from the Project’s area with the city’s relevant network.

Should the existing network be inadequate and failure be noted regarding the disposal of the pumped waters at existing shafts near the outflow locations of their pumps, the waters in question shall be channeled into locations that EYDAP will indicate.

- 36.4** The salaries, wages, over-time, work in more shifts or in bank holidays, according to the current provisions, social security contributions (IKA, Insurance Companies, other local or foreign Social Security Organizations etc. depending on the requirements of each case), Christmas and Easter bonuses, annual leave benefit etc., relating to any kind of professional or managerial, specialized and non specialized worksite office, machinery, crew etc. local or foreign personnel working for the Project, either on site the Project or anywhere else shall constitute the Contractor’s responsibility.

- 36.5** The reinstatement of damage caused to buildings or structures or other works or facilities (Public Utility Organization networks, bridges, road pavements, etc.), due to the Contractor’s liability, and/or other required special measures shall constitute the Contractor’s responsibility.

- 36.6** All aforementioned obligations of the Contractor shall be implemented at his care, diligence and expense, while the relevant cost is included in his Financial Offer in a converted form.

**Article 37 Project’s Log**



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- 37.1** The log of the Project, as provided for in articles 25.3 and 39.2 of the CC, that will accompany the final measurement, should necessarily include the following items:
- 37.1.1** An Inventory table which shall summarize the individual works that constitute the Project.
- 37.1.2** Topographical layout and elevation network documents and drawings and topographic surveys “as-built” drawings.
- 37.1.3** A Document containing detailed instructions for the operation of the systems of the PUO networks of the Project.
- 37.2** All the above data of the Project’s log shall be numbered and classified in files. They should also be submitted to AM in four (4) hard copies and in two (2) soft copies. The Contractor shall not receive any particular compensation for the relevant work and the submittal of the above.
- 37.3** The data of the log are considered, per the contractual sense, equal to the measurements and, thus, failure to submit all data will entail a respective delay in the submission of the final measurement. However, partial submittal of the above is allowed. Especially as regards the “As Built” drawings referred to in article 17 of the Conditions of Contract, AM – at its own discretion - may request their partial immediate submission, upon completion of the respective works.
- 37.4** AM will review the validity of the data of the Project’s log. The Contractor is obliged to correct any errors thereof and proceed to their re-submittal according to AM’s remarks.
- 37.5** All aforementioned obligations of the Contractor shall be implemented at his care and expense, while the relevant cost is included in his Financial Offer in a converted form.

**Article 38 Work Completion Certificate**

The Work Completion Certificate of each individual Contract shall be issued in line with the provisions of Article 168 of Law 4412/2016. The Work Completion Certificate shall be issued by AM in writing, reserving its rights for hidden defects, fraud and severe faults that are equal to fraud, as well as its rights deriving from these CC and the contractual Specifications documents.

**Article 39 Provisional Acceptance - Administrative Acceptance for Use**

- 39.1** The provisional acceptance of the Project shall be effected in accordance with the provisions of Article 170 of Law 4412/2016.
- 39.2** The provisional acceptance shall be effected partially for each individual contract upon completion of the Project and the fulfillment of all relevant obligations of the Contractor’s.



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In line with paragraph 2 of Law 4412/2016, the Project log is submitted along with the final measurement.

- 39.3** In AM's judgment and according to the relevant provisions of Law 4412/2016, the entire Project or a part thereof can be delivered for use prior to its provisional acceptance and after its administrative acceptance for use, (Law 4412/2016, article 169).

For the administrative acceptance for use or the provisional acceptance of the entire Project or a self-standing part thereof to be effected, the Contractor is obliged - if requested by the Managing Department - to certify, by signing the relevant certification, the successful completion of the works in full compliance with the provisions of the individual contracts.

### **Article 40 Project maintenance period**

- 40.1** The mandatory maintenance of the Project follows Article 171 of Law 4412/2016.

- 40.2** The **warranty period** in which the Contractor bears the full responsibility of the Project and is obliged to take care of its maintenance is defined to **fifteen (15) months** from the certified completion of each individual contract and on condition that the Final Measurement is submitted in time, otherwise as of the date when the relevant final measurement was submitted or – by any means - compiled, in line with the stipulations of article 171 of Law 4412/2016.

During this time period, the Contractor is obliged to inspect the Project regularly, to maintain it in a satisfactory condition and to execute all works regarding repair and reconstruction, repair of deficiencies, bad workmanship, faults or damage not due to frequent use and construction deficiencies, or other imperfections that may occur in the Project.

The spare parts, materials and equipment required for the aforementioned works for ensuring good operation of the networks throughout the guarantee period, shall constitute the Contractor's obligations during the warranty period.

- 40.3** All aforesaid obligations of the Contractor shall be fulfilled with diligence, responsibility and at his expenses, while the relevant cost is included in a converted form in his Financial Offer.

### **Article 41 Final Acceptance**

- 41.1** The provisions of article 172 of Law 4412/2016 shall be valid for the Final Acceptance of each individual contract of the Project.

- 41.2** The final acceptance of each individual contract must be made within two (2) months from the expiry of the warranty period and the mandatory maintenance warranty period of the Project that was accepted.

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**Article 42 Forfeiture of the Contractor - Termination of the Contract - Cancellation of the Contract Termination - Indemnification of the Contractor**

**42.1** If the Contractor fails to fulfill his contractual obligations and does not comply with the written instructions of AM, which are in accordance with the Contract or the Law, then he is declared forfeited.

The procedure related to the Contractor’s forfeiture is initiated without fail against him if one of the following cases is applicable, according to article 160 of Law 4412/2016, namely:

- (a) If he delays at his own fault and for a period over one (1) month upon the individual contract signing to:
  - i. Initiate the works, or
  - ii. Submit the detailed Time Schedule, as per the provisions of the individual Contract
- (b) If at his own fault - the completion of the development of his worksite exceeds over one (1) month the time foreseen by the individual Contract to this end.
- (c) If - at his own fault - he exceeds by two (2) months at least even one exclusive deadline included in the approved time schedule. By exception, if the execution of works delay but the Contractor has already executed works whose percentage corresponds to at least 80% of the contract scope, as this has been configured through the supplementary individual contracts that might have been signed, then an extension to the deadlines to the benefit of the Project may be granted, even if the delay in works are due to the Contractor’s fault. The extension is granted in this case without price revision and by virtue of the provisions of article 148 Law 4412/2016;
- (d) If the Contractor’s works consistently show signs of poor workmanship or if he uses materials do not meet the specifications;
- (e) If he deviates repeatedly from the approved drawings or if he omits systematically to adhere to the safety rules for the personnel or to the protection of environment;
- (f) if it is proven that he has submitted a fake letter of guarantee

The procedure to be followed until the Contractor’s final forfeiture shall be the one foreseen in article 160 of Law 4412/2016. When the forfeiture becomes final, the Contractor shall be removed from the Project. After the final forfeiture of the Contractor, the procedure related to the settlement of all accounts, as per the above article shall be followed.

**42.2** In case the Contract is terminated by AM, the procedure stipulated in article 161 of Law 4412/2016 shall be followed.

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**42.3** Should the Contractor wish so, the termination of the contracting work can be cancelled and the provisions of article 162 of Law 4412/2016 shall apply.

**Article 43 Settlement of Disputes**

**43.1** AM and the Contractor agree that, throughout the validity of the contract, they will cooperate smoothly and will adhere strictly to the provisions of Law 4412/2016, as these have been supplemented or amended and are valid, as well as to the provisions of the contract documents.

**43.2** If, despite the above, disputes arise during the execution of the Project, these disputes shall be settled in line with the applicable provisions of articles 174 and 175 of Law 4412/2016.

**Article 44 Utilization of Computer Technology by the Contractor**

**44.1** All deliverables, which, according to the contract documents, the Contractor is obliged to deliver throughout the duration of the Project up to its final acceptance by ATTIKO METRO A.E., shall be delivered in an electronic format, in accordance with the technical instructions issued by AM.

**44.2** All items described in article 37 (Project Log) shall be submitted to AM - in addition to the manner stipulated in article 37.2 - in duplicate soft copies (in CDs for files up to 700Mb and DVDs for larger files).

**44.3** The deliverables that must be delivered in electronic form, as well as the electronic “format” of the delivered files, shall be as specified below, not limited to that:

44.3.1 The time schedules shall be in PRIMAVERA.

44.3.2 The images shall be in jpeg format using a low compression and high quality.

44.3.3 Any type of text (reports, letters, etc.) shall be in Microsoft Word 2000 or newer release.

44.3.4 Any type of tables (reports, statistics, diagrams) shall be in Microsoft Excel 2000 or newer release.

44.3.5 Any type of construction drawings shall be in dwg files (AutoCAD 2000 or newer).

44.3.6 Flow charts, charts or other type of drawings apart from construction drawings shall be in MICROSOFT Visio 2000 files or newer release.

**44.4** Any designs or special calculations must also be delivered in an electronic format if they come as the result of using specialized computer software.



**“ARCHAEOLOGICAL WORKS AND PUBLIC UTILITY  
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VEIKOU-GOUDI”**

**RFP-322/17  
A.Σ. 66925**

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**Article 45 Discretion**

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

The Contractor shall not proceed to any announcement, shall not take any photographs and shall not communicate any information concerning the Project and in general the ATHENS METRO to any natural or legal entity, authority, organization, agency or any third party unless he has previously received the written consent of AM.