

**TITLE OF THE TENDER: “THESSALONIKI METRO
DEVELOPMENT STUDY (TMDS)”**

RFP-361/19 A.Σ. 81337

CONDITIONS OF CONTRACT

TABLE OF CONTENTS

ARTICLE 1 : INTRODUCTION

ARTICLE 2 : EXECUTION OF THE CONTRACT

ARTICLE 3 : DEADLINES – TIME SCHEDULE – PENAL CLAUSES

ARTICLE 4 : FEE – WITHHOLDINGS

ARTICLE 5 : GUARANTEES

ARTICLE 6 : PERSONNEL OF THE CONTRACTOR

ARTICLE 7 : LIABILITY OF THE CONTRACTOR

**ARTICLE 8 : GENERAL DUTIES, RESPONSIBILITIES, OBLIGATIONS OF THE
CONTRACTOR**

ARTICLE 9 : INSURANCE

ARTICLE 10: OBLIGATIONS OF ATTIKO METRO S.A.

ARTICLE 11: DIFFERENCES – DISPUTES – FORCE MAJEURE

ARTICLE 12: FORFEITURE OF CONTRACTOR – TERMINATION OF CONTRACT

ARTICLE 13: ADMINISTRATIVE AND LEGAL SETTLEMENT OF DISPUTES

ARTICLE 14: GOVERNING LAW AND LANGUAGE OF COMMUNICATION

APPENDIX A

SAMPLE A.1 ADVANCE PAYMENT LETTER OF GUARANTEE (in Greek)

SAMPLE A.2 ADVANCE PAYMENT LETTER OF GUARANTEE (in English)

CONDITIONS OF CONTRACT

ARTICLE 1 INTRODUCTION

This document entitled “Conditions of Contract” specifies the general framework and the special terms for the implementation of the Contractor’s contractual obligations. The special issues related to the awarding procedure are included in the document entitled “Invitation to Tender”.

ARTICLE 2 EXECUTION OF THE CONTRACT

2.1 Execution of the Contract

Further to the review of the Back Up Documentation, the selected Contractor will be invited, within a twenty (20)-calendar day deadline following the said invitation by AM, to sign the Contract, in accordance with article 6 of the Invitation.

2.2 Location for the execution of the Contract

2.2.1 The Design Area is set to be Thessaloniki Urban Cluster (TUC) and the respective Suburban Zone; the overall population is approximately 991,847 citizens (2011 census) a figure that corresponds to approximately 89% of the Thessaloniki Prefecture population (1,110,551 citizens).

2.3 Supervision of the Contract

AM shall determine the persons who shall supervise the execution of the works of the contract. Acting in the framework of the Memorandum of Understanding, which was signed on 14.01.19 between ATTIKO METRO S.A. and the Urban Transport Organization of Thessaloniki (OSETH), as regards the services to be awarded, provision has been made for the cooperation and active participation of OSETH in the contract following-up related activities.

2.4 Contract Signing

The private agreement shall be signed, on the part of the Contractor, by the Bidder’s representative, already authorized during the award stage, (see Article 182 Law4412/16), who shall also initial every page of the Contractual Documents.

As to the remaining issues, applicable shall be the provisions of article 6 of the Invitation.

ARTICLE 3 DEADLINES – TIME SCHEDULE – PENAL CLAUSES

3.1 Deadlines

3.1.1 Overall Deadline

The overall deadline for the completion of the scope of the Contract is set to **seven hundred and forty (740) calendar days** as of the date a written

CONDITIONS OF CONTRACT

instruction is given by AM, taking into account that the date of the surveys commencement should coincide with the commencement date of a typical period (as this is set in paragraph 5.2 of Document TECHNICAL DESCRIPTION OF THE SCOPE & DESIGN PREPARATION SPECIFICATIONS).

The overall deadline for the completion of the Contract includes the period from the contract signing up to the issuance of the Resolution approving the overall studies.

The overall deadline is divided into the following individual periods:

1. **the net time period** in which the exclusive study scope of the contract is completed, including any supporting studies. **The net time period is set to six hundred and seventy (670) calendar days;**
2. **the additional period** to include delays which do not fall under the Contractor's liability, such as procedures for the review and approval of sections or of the entire study, along with the necessary consents and approvals by other Agencies. **The additional period is set to seventy (70) calendar days.**

3.1.2 Partial Deadlines

The partial deadlines of the contract are set as follows, based on the two distinct Phases A' and B' included in the Contract. Phase A' is divided into two sub-phases, A1 & A2, while Phase B' is divided into four Sub-phases, B1, B2, B3 and B4 (article 3.4 of these CC). The calculation of the days commences on the date AM gives its written instruction.

PHASE A'

3.1.2.1	Sub-phase A1: Completion of all computerized questionnaires of the surveys and submission to AM of all raw data in both printed and computerized form, at the latest within	180 calendar days
3.1.2.2	Sub-phase A2: Completion of Phase A', i.e. completion of analysis and processing of survey results / data collected and submission of Technical Report and other deliverables of Sub-Phase A2, at the latest within	300 calendar days

PHASE B'

3.1.2.3	Sub-phases B1 and B2: Completion and submission of Development of Transportation Model and Planning Factors Predictions, at the latest within	480 calendar days

CONDITIONS OF CONTRACT

3.2 Extensions

The Contractor is obliged to provide all deliverables of the Contract, in line with the time limitations and in the way it is determined therein. Table stipulated in article 8.1 herein. However, extension to the deadlines (overall and partial ones) can be granted via AM's Administrative Authority Resolution, should the delays in the execution of the contract are not due to the Contractor's exclusive liability. The Contractor shall submit a request for extension within a 15-day period at the latest before the expiry of the relevant affected deadline. An extension can also be granted at the initiative of the Managing Department.

It is stressed that in case an extension is granted due to any delay in the net time period for the preparation of the studies, the opinion of the relevant technical council (board) shall be required.

Extensions to the deadlines shall also be granted in case the Managing Department requests re-submission due to changes or corrections that had been previously required.

In case the commencement date of any of the study activities of the Contract is shifted at no Contractor's liability, then the Contractor shall be entitled to a respective deadline extension.

If the Contractor is obliged to resubmit a deliverable because AM deemed that it needed additions / corrections, the time of delay due to the subject resubmission does not document any extension to the affected deadline.

As to the remaining items, applicable shall be the provisions of article 184 Law 4412/16 “Deadlines – Time Schedules”.

3.3 Penal clauses

If the Contractor, at his own liability, does not meet the contractual deadline, he shall be borne with penal clauses, as per article 185 of Law 4412/16, as follows:

- 3.3.1 For each day of overrun of the net time period of the Contract and for a number of days equal to twenty per cent (20%) of the Contract, then a penalty clause shall be imposed to the Contractor which is set to ten per cent (10%) of the average daily value of the Contract. For the subsequent days and up to ten per cent (10%) of the net time, the penal clause is set to twenty per cent (20%) of the average daily value of the Contract. If the execution of the Contract scope delays beyond thirty per cent (30%) of the net time, the procedure for the Contractor's forfeiture shall be initiated.
- 3.3.2 The average daily value of the Contract is the quotient of the contractual fee divided by the number of days of the net time, as determined in paragraph 1 of article 184 of Law Law 4412/16.

CONDITIONS OF CONTRACT

- 3.3.3 If a supplementary contract / contract amendment is signed, the average daily value of the Contract is the quotient of the contractual fee foreseen therein divided by the number of days of the net time of the subject supplementary contract. For the calculation of the penal clauses of the supplementary contract, applicable shall be paragraph 3.3.1 of these CC. The supplementary contract sets whether an extension is granted to the deadlines of the initial contract and whether the penal clauses already imposed are abolished in total or in part.
- 3.3.4 As concerns overrun of any of the partial deadlines of the Contract, penalty clauses shall be respectively imposed if the Contractor overruns same due to his liability. The subject penal clauses shall amount to ten per cent (10%) on the average daily value of the Contract for each day of the contractor's liable overrun and the overall time of imposing the subject penalty clauses shall not exceed two per cent (2%) of the amount of the contract. Penal clauses related to partial deadlines overrun are independent from those imposed due to the overrun of the net time of the contract and can be revoked via a justified resolution of the Managing Department, if the contract is completed within the net time determined therein and within its approved extensions.
- 3.3.5 The amount of the penal clauses shall be collected through the certificate issued right after the imposition of penalties; in case an objection is filed in due time against the resolution for imposition of the subject penal clauses, then the amount of those penalties shall be collected though the certificate issued after its rejection via the explicit resolution to be made by the Administrative Authority.

3.4 Basic Data of the Time Schedule – Summary of Deliverables

In view of preparing the Time Schedule to be approved, the Contractor shall take into account the following:

The Contract shall be developed in **two phases, A' and B'**, which are partially overlapped by two months. More specifically:

- 3.4.1 Phase A'
Phase A' commences on the date AM provides its written notice, its duration is ten (10) months in total and is divided into two sub-phases, A1 and A2, as follows:

- Sub-Phase A1:
 - Preparation of surveys – duration; two (2) months;
 - Conduct of surveys – duration; three (3) months.

Upon completion of Sub-Phase A1, the Contractor shall submit for certification and approval all raw data of the four (4) surveys in both printed and computerized form (Data Bases and Digital Maps), in line with the **Partial deadline 3.1.2.1**. It is stressed that Surveys falling under Phase A' shall necessarily be conducted within the typical time period, while this constitutes a reason for the Contract termination.

CONDITIONS OF CONTRACT

- Sub-Phase A2:
 - Preparation of technical reports and other deliverables falling under Phase A – duration; five (5) months.

Submission of Sub-phase A2 shall be conducted by the end of the ten-month period, in line with the **Partial deadline 3.1.2.2.**

AM shall provide its comments – if any – within twenty (20) days.

The Contractor must complete the necessary additions or corrections within twenty (20) days and proceed to the re-submission of Phase A' of the Project.

3.4.2 Phase B'

Phase B' commences in the ninth month as of the date AM provides its written notice, its net duration is sixteen (16) months and is divided into four sub-phases, B1, B2, B3 and B4 as follows:

- Sub-Phase B1:
 - Development of Transportation Model – duration; six (6) months.
- Sub-Phase B2:
 - Planning Factors Predictions - – duration; six (6) months.

Sub-Phases B1 and B2 commence in the eleventh month as of the date AM provides its written notice and are being prepared simultaneously. By the end of the 16th month, the relevant works must have been completed and they are being submitted, in line with the **Partial deadline 3.1.2.3.**

AM shall provide its comments – if any – within twenty (20) days.

The Contractor must complete the necessary additions or corrections within twenty (20) days and proceed to the re-submission of Phases B1 and B2 of the Project.

- Sub-Phase B3:
 - Development of Alternative Infrastructure Networks and Creation of Data Bases – duration; ten (10) months. Works shall commence in the ninth month as of the date AM provides its written notice.
- Sub-Phase B4:
 - Evaluation of Scenarios of Transportation Infrastructure and Selection of the Optimum Transportation Plan – duration; six (6) months. Works shall commence in the seventeenth month as of the date AM provides its written notice.

By the end of the 22nd month, the works falling under Sub-phases B3 and B4 shall have been completed and they are submitted (**Net Time of the Contract: 670 calendar days**).

AM shall provide its comments – if any – within twenty (20) days.

CONDITIONS OF CONTRACT

The Contractor must complete the necessary additions or corrections within twenty (20) days and proceed to the re-submission of Sub-Phases B3 and B4.

Further to the review and approval of the re-submission and within a thirty – day period, the Final Acceptance of Works shall be conducted (**overall deadline: 740 calendar days – article 3.1.1**).

3.5 Specifications of the Study Time Schedule

3.5.1 On the basis of the contractual deadlines of article 3.1 and in line with article 3.4 of these Conditions of Contract and within a fifteen (15) - calendar day deadline upon the Contract signing, the Contractor shall submit to AM for approval the time schedule.

Through the time schedule, the Contractor shall commit himself to:

- a) The net time periods for the compilation of the studies for each category or stage;
- b) the precise points for the commencement of each activity related to the subject study, of each Phase and Sub-phase of the Study, so that the overall deadline be adhered to.

The Contractor is obliged to develop, document, process and present the time schedule complying in full with the time restrictions and terms stipulated in the documents of the Contract. The subject time schedule shall be reviewed by AM within a fifteen (15) - calendar day deadline.

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 ten (10) calendar days, upon communication of AM's written instruction 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.

This time schedule, as approved by AM, shall constitute the **Approved Time Schedule** of the Metro Development Study and the Contractor is obligated to implement it in an undeviating manner.

3.5.2 The time schedule shall be structured using the critical path method (CPM); PRIMAVERA or MS Project software shall be utilized; It shall comply with and shall show the contractual deadlines, which shall be verified by the logic of the time schedule and the activities' sequence.

With the exception of the activities related to the surveys and preparation / submission, the time schedule shall also include activities related to AM's review of all studies. **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.**

The activities shall be distinct work sections, which once completed, shall produce determined and recognizable sections or phases within the Contract.

CONDITIONS OF CONTRACT

The activities shall be interrelated determining the sequence of activities and the logic of the time schedule.

Mandatory constraints shall not be used in developing and maintaining the time schedule.

The time schedule shall assume as a minimum one cycle of re-submissions for each study, i.e.: submission – review – re-submission – approval.

Lack of dates or durations of activities shall not deprive AM from determining reasonable dates or durations for the subject activities.

In addition, the Contractor shall submit a report with a description of the Time Schedule regarding the sequence of execution / preparation of the works. The description shall make a reference to the number of crews and work fronts, as well as to the working days and hours of several activities for the field works.

Along with three (3) printouts of the Time Schedule, the Contractor shall also submit one (1) CD in which the Contractual time Schedule shall have been stored in electronic and editable format.

Within the first ten (10)-day period of each months, along with the Monthly Progress Report, the Contractor shall provide a copy of the updated current time schedule in electronic format too) 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 reports; however, this does not mean that it shall either approve or accept them.

In case of extensions to the contractual deadlines, the Contractor is obliged to submit for review and approval to AM the revised time schedule of the Contract, in line with the granted extensions.

3.5.3

If during the execution of the Contract, the Contractor exhibits delays - due to his fault - as compared to the approved time schedule, he is obliged to introduce the necessary measures for the acceleration of works in his judgment or depending on AM suggestions (change in mobilization, etc.). The acceleration measures foreseen in this paragraph shall be implemented at the Contractor's care and expense. The Contractor shall update the latest time schedule, taking into account the aforesaid necessary measures, so as to adhere to the submission dates of the deliverables stipulated in the Contract. The subject update must be approved by AM.

CONDITIONS OF CONTRACT

ARTICLE 4 FEE - WITHHOLDINGS

4.1 Value of the Contract

The estimated value of the contract shall include the pre-estimated fee. The estimated value of the contract shall include fifteen per cent (15%) as contingencies, in line with paragraph 4, article 186, Law 4412/16.

Upon signing of the private agreement of the Contract, the total amount of the Contract is set as equal to the amount deriving from the pre-estimated fee, having the discount percentage indicated in the Contractor's document entitled "Financial Offer", applied, while 15% of the amount for contingencies is added thereto.

4.2 Contractor's Fee

4.2.1 The contractual fee of the Contractor shall be the amount stated in the Financial Offer.

At each stage, further to his request and the Managing Department approval, the Contractor shall receive an interest-bearing advance payment amounting to fifteen (15) per cent on the contractual fee of every stage of the study, against a letter of guarantee of an equal amount, issued per the provisions of article 72, Law 4412/16 and compiled per Sample A1 herein.

The amortization of the letter of guarantee is effected according to paragraphs 4 and 5, article 150, Law 4412/16.

The advance payment letter of guarantee shall be returned according to paragraph 2, article 187, Law 4412/16.

It is stressed that the scope of the Contract is divided into the following distinct stages, on the basis of which payments shall be effected.

- Stage A: Stage A includes Sub-phase A1 of paragraph 3.4.1 herein, which corresponds to 45% of the Contractor's Financial Offer ;
- Stage B: Stage B includes Sub-phase A2 of paragraph 3.4.1 herein, which corresponds to 15% of the Contractor's Financial Offer;
- Stage C: Stage C includes Sub-phase B1 and Sub-phase B2 of paragraph 3.4.2 herein, which corresponds to 15% of the Contractor's Financial Offer, and
- Stage D: Stage D includes Sub-phase B3 and Sub-phase B4 of paragraph 3.4.2 herein, which corresponds to 25% of the Contractor's Financial Offer.

4.2.2 The contractual price of the Contractor shall include in an converted form the overall cost and all expenses for the workmanlike fulfillment of his contractual

CONDITIONS OF CONTRACT

obligations, until the completion and delivery of his scope, i.e. salaries, leaves, leave bonus, employer's contributions, remunerations, personnel bonuses, any over-time employment, operating costs, travel expenses, expenses related to the personnel insurance, and, in general, any type of expenses not explicitly referred to, the overhead and his profit. In general, the contractual price shall include all expenditures on the part of the Contractor, directly or indirectly associated with the provision of his services, except the VAT.

4.2.3 No revision of prices shall be foreseen for the Contractor's fee.

4.3 Amendments of the Contract

As regards amendments of the Contract during its execution, applicable are the stipulations of articles 186 and 337, Law 4412/16.

In particular, it is allowed to increase/decrease by 10% the overall contractual fee (VAT and revision of prices excluded) following the preparation and approval of the Comparative Table, according to article 186, para. 3-9 of Law 4412/2016.

4.4 Details of Contractor's Fee

For receiving his fee, the Contractor shall prepare and submit Payment Certificates, compiled reviewed and approved in line with article 187, Law 4412/2016.

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

- I. Invoice approved by the responsible Tax Authority (DOY);
- II. Tax Clearance Certificate
- III. Social Security Contributions Certificate in case of a physical entity, or the social security obligations towards those employed full-time (EFKA – Single Social Security Entity, etc.), in case of a legal entity. A Joint Venture or Consortium should provide evidence of social security contributions of all their members.
- IV. A duplicate proof of payment of retention stipulated by the provisions in force.

The following expenses shall be borne by the Contractor:

- A retention of 0.07%, which is calculated on the basis of the value of each payment before contract taxes and withholdings, for the purpose of covering the operational needs of the Unified Independent Public Procurement Authority; this amount shall be borne by the Contractor (paragraph 7, article 375, Law 4412/16, as applicable each time). It is clarified that the subject retention is burdened with stamp duty equal to 3% and stamp duty in favor of OGA, calculated to 20% on the stamp duty.

CONDITIONS OF CONTRACT

- A retention of 0.06% calculated on the basis of the value of each payment before taxes and withholdings imposed on the initial value, as well as of each supplementary contract in favor of the Authority examining preliminary appeals. The subject retention is burdened with the equivalent stamp duty and the stamp duty in favor of OGA,
- A retention of 0.02%, in favor of the Greek State, calculated on the basis of the value –VAT excluded- of the initial contract, as well as of each supplementary contract. This amount is withheld from each payment by the Awarding Authority in the name of and on behalf of the Directorate General of Public Contracts and Procurements. The subject retention shall be charged with the equivalent stamp duty and the stamp duty in favor of OGA, The time, place and procedure related to the retention of the aforementioned amounts, as well as any other issue necessary for the application of the subject retention shall depend on the issuance of a joint ministerial decision to be made by the Minister of Economy, Development and Tourism and Finance, as stipulated in paragraph 6, article 36 Law 4412/16.
- Any other lawful retention in favor of third parties which results according to the Law.

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

It is clarified that:

- (a) The Contractor is fully and solely responsible for all contributions, sums due, duties and other payments to the Social Security Funds, Health Insurance and Pension Funds of Professionals, Public or other parties.
- (b) The Contractual Fee does not include Value Added Tax. This tax shall be added on and paid to the Contractor with each Payment Certificate.

All payments shall be effected within one month of approval (explicit or tacit) of the Payment Certificate, on condition that all the aforementioned supporting documents will have been submitted. If there is a delay in payment surpassing one month, at no fault of the Contractor, then the stipulations of Article 187, paragraph 7 of Law 4412/2016 shall apply.

The Contractor shall bear:

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

CONDITIONS OF CONTRACT

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

4.5 Currency of the Contractor's Fee

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

ARTICLE 5 GUARANTEES

5.1 Good Performance Guarantee

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

- 5.1.1 The Contractor shall guarantee that he possess the experience, the necessary qualifications, permits and the organization required for the execution of the contract.

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

- 5.1.2 A sample of this Letter (in Greek and English) is included in Appendix A, Samples A3 & A4 of the Invitation to Tender.

- 5.1.3 The Participation Letter of Guarantee is issued to the benefit of AM, at the sole expense of the Bidder. The letters of guarantee shall be issued by Credit institutions or funding institutions or insurance companies, in the sense of cases (b) and (c) of paragraph 1, article 14, Law 4364/2016, lawfully operating in the member-states of the European Union, or the European Financial Area (EFA) or in the member-states that have signed the Government Procurement Agreement and have this specific right, in line with the applicable provisions. In addition, they can be issued by TMEDE or be provided by depositing a trust of an equal amount or bonds of equal value to the Trusts and Loans Fund. In case of a consortium / joint venture, it is possible to issue more than one Letters of Guarantee, which cover the total summed amount of the guarantee, provided that **these Letters of Guarantee are issued on behalf of all the members of the consortium / joint venture and not on behalf of separate individual members.**

CONDITIONS OF CONTRACT

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

In the event of contract amendment as per article 132, Law 4412/2016, leading to an increase of the contract value, prior to the amendment, the Contractor shall submit a supplementary guarantee whose amount will rise to a percentage of 5% of the increase, VAT excluded.

- 5.1.4 Beyond the Good Performance LoG, the Contractor shall also deposit an LoG for partial payments too, as per article 187 of the Law. Out of the aforesaid guarantees, those stipulated in paragraphs 2b and 2c of article 30 shall be returned upon submission in full of the study's stage for which they were issued, while the guarantee stipulated in paragraph 2f shall be returned upon the final acceptance of the study.

5.2 General Conditions for Guarantees

The Guarantees of Paragraph 5.1 herein cover in their entirety and indiscriminately, the strict adherence by the Contractor to all terms of the Contract and any claim filed by AM against the Contractor which ensues from the fulfillment of the entire scope of the contract.

If deemed necessary, the forfeiture of all or, depending on the request, some of the Guarantees will be decided. Once the decision has been issued, AM may collect the Guarantee with a declaration in writing to the Guarantor. Should there be a lawful cause for its forfeiture, the Director of the Managing Department shall issue a well-documented resolution.

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

The Good Performance Letter of Guarantee shall be returned to the Contractor after the acceptance of the overall scope of the contract.

ARTICLE 6 PERSONNEL OF THE CONTRACTOR

- 6.1 The Contractor is obliged to have sufficient and suitably qualified personnel for the execution of the entire scope of the contract which has been assigned to him, and in accordance with the commitments he undertook with the submittal of his Offer. The experience and the general qualifications of this personnel are subject to the specific and/or tacit approval of AM. If not expressing its objections in writing, the MD is assumed to accept these persons.

CONDITIONS OF CONTRACT

6.2 The minimum required personnel of the Contractor is divided into two groups, i.e. K1 and K2.

6.2.1 It is required for the persons falling under group K1 to be available to the Bidders during the Tender phase; more specifically, their resumes (CVs) must be submitted for evaluation in the Back Up Documentation for Participation sub-folder, in accordance with article 4.2 of the Invitation.

6.2.2 It is required for the persons falling under group K2 to be available upon signing of the Contract. Their resumes (CVs) must be submitted by the Contractor within a ten-day period after the contract signing, in order to be reviewed and approved by the Managing Department.

The persons falling under group K2 must fulfill the minimum requirements indicated in Table A of article 11.3 of the Invitation. In case the submitted CVs do not prove that the minimum requirements are indeed fulfilled, then the Contractor has the obligation to replace those persons not fulfilling the subject preconditions and to comply with the requirements set by the Managing Department, at the latest within five (5) days.

6.3 The Contractor is obliged to use for the execution of the Contract the specialized executives of Group K1 he has stated during the procedure of the Tender and to immediately announce the departure of any member whatsoever from the team. The MD will examine the reasons for departure and is able to approve their replacement with an equivalent employee who possesses minimum an equivalent experience. If the departure was instigated by the Contractor and it is not considered justified, it is punishable by forfeiture (Article 188, Para. 3 of Law 4412/16).

6.4 If a member has left the team without a good reason, he shall not be allowed to take part in the personnel of another company and he shall not be entitled to participate individually in AM's tenders for a time period of six (6) months from the issuance of a MD Resolution concerning his replacement. If his departure was made under the Contractor's responsibility and is not considered justified, then this member may be declared forfeited.

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

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

CONDITIONS OF CONTRACT

ARTICLE 7 LIABILITY OF THE CONTRACTOR

- 7.1** The Contractor shall execute the Contract in accordance with its terms, the applicable specifications and the rules of science and technology; he shall bear full responsibility for the completeness of the scope of the services he provides.
- 7.2** The Contractor is liable for errors or omissions during the execution of his contractual obligations. The claims of AM against the Contractor, due to defective fulfillment of his obligations during the execution of the Contract, are statute-barred after the lapse of six years (article 188, paragraph 1 Law 4412/2016) from the acceptance of the scope or the termination in any way whatsoever of the Contract.

ARTICLE 8 GENERAL DUTIES, RESPONSIBILITIES, OBLIGATIONS OF THE CONTRACTOR

8.1 General obligations and responsibilities of the Contractor

- 8.1.1** The Contractor is obliged to make use of the data made available to him by AM. In the event of inaccurate, ambiguous or, in general, insufficient data, affecting the completeness of his work, the Contractor must notify AM in writing and without any further delay.
- 8.1.2** The Contractor commits himself unconditionally & explicitly to fulfill his obligations, as they are specified in the contractual documents, as well as the responsibilities deriving from the Contract with skill, diligence and professional judgment.
- 8.1.3** If the Contractor is called by AM to intervene in an issue between the latter (AM) and a third party, he is obliged to act in accordance with the Contract. If the Contract does not elucidate clearly how he should intervene, then he shall seek relative instructions from AM.

The Contractor is obliged, on the basis of an advance notification given in due time by AM's competent bodies to attend meetings, provide written or verbal information or advice to the Services concerned and their bodies, participate in visits to the area where the works are planned to be carried out and generally provide any relative assistance deemed useful by AM.

- 8.1.4** Upon the termination of the Contract, the Contractor is obliged to return to AM all the documents or data he received in order to fulfill his contractual obligations, as well as anything else which may belong to him.
- 8.1.5** The Contractor is obliged to inform AM in writing about cases of conflict of interests and he is not permitted to engage at the same time in any other form of work from which such a conflict results.

As regards the companies participating in the group of companies of the Contractor and the executives of these companies, forming part of the technical personnel of the Contractor, as this Contractor will arise from this Tender and

CONDITIONS OF CONTRACT

will be nominated as the Contractor of the relevant Contract, it is noted that the **irreconcilable** principle applies as to the assignment of works or the participation in works, which are directly or indirectly related with the scope of this Contract.

8.2 Undertaking of responsibilities by the Contractor

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

8.3 Concession of Rights or Obligations

It is forbidden for the Contractor to concede to any third party a part or all of his rights and obligations emanating from the Contract, apart from the instances foreseen in Article 195 of Law 4412/16. Substitution in these instances is made based on an A.A. Resolution, following judgment of the responsible Technical Council.

8.4 Confidentiality

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

8.5 Ownership of Drawings and Documents

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

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

8.6 Documentation of data in electronic form

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

- The type of the Computer used.

CONDITIONS OF CONTRACT

- The name of the software used and the details of the writer and owner, and
- In the case of calculations, a description of the methods, assumptions of calculation, method of completing data, so that the respective calculations can be verified with other traditional methods or other programs.

8.7 Ownership and Use of the Contractor's Software

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

8.8 Tax Obligations of the Contractor

- 8.8.1 The Contractor (and in the case of a Joint Venture all its members) is obliged to fulfill according to the existing stipulations, his tax obligations and **by way of example:**
- the obligation to register at the Tax Authority (DOY) concerned and submit the necessary documentation, such as Income Tax Declaration, VAT, etc.;
 - the keeping of books in accordance with Greek Tax regulations;
 - the payment of income tax or other taxes or duties and the fulfillment of his obligations for the payment of social security contributions for his workers.

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

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

8.9 Contractor's Insurance Obligations towards his Personnel

The Contractor is obliged to fulfill his obligations stemming from the applicable social security legislation of EFKA - Single Social Security Entity as regards his personnel to be employed in the execution of the Contract.

CONDITIONS OF CONTRACT

8.10 Publications – Announcements in the Press

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

8.11 Correspondence between the Contractor and AM

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

8.12 Health and Safety

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

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

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

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

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

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

8.13 Compilation of Study Quality Program (SQP)

The Contractor is obliged to submit the Study Quality Program (SQP) in line with paragraph 4 Article 188 Law 4412/2016, regardless of whether it has been certified by any of the Internationally Accepted Quality Standards or not. The SQP integrates and codifies all requirements of the contractual documents, it describes the method the study will be prepared, it includes the time schedule of the Contract, the members of the team they will execute same, it describes

CONDITIONS OF CONTRACT

the method the documents will be managed and it states any other item ensuring the execution of the contract, in line with its terms, specifications and science and practice rules. The quality program shall be submitted within the first month upon the contract signing and shall be revised in each amendment of the contract terms and of the information initially included therein.

ARTICLE 9 Insurance

The Contractor has the exclusive penal, administrative and civil liability for any damage, fault, accident, etc., that may derive due to or on account of the execution of the contract, to persons or to items of his or AM's personnel or to any third party due to any reason or cause whatsoever.

The insurance policies must necessarily comply with the terms stipulated in this article.

9.1 Personnel Insurance

The Contractor is obliged to have insured by EFKA (Single Social Security Entity) and the remaining Social Security Funds or Organizations of Main and/or Auxiliary Insurance all his personnel to be engaged by him, depending in its specialty, and in line with the provisions of the remaining Social Security Funds or Organizations.

The Contractor must maintain Detailed Lists for his personnel to be engaged in this specific scope of works.

9.2 Third Party and Personnel Civil Liability Insurance

9.2.1 Throughout the duration of the Contract, without any limitation to his obligations and responsibilities deriving from the Contract, the Contractor shall proceed, at his own expense and based on the Greek legislation in force along the provisions of this article, to Civil Liability Insurance that may derive on account of the Contract.

By virtue of the Contractor's Third Party Civil Liability, the insurance company shall pay compensation sums to third parties for bodily injuries, sorrowful or moral injury and injury and material damage to movable or fixed property and/or animals, caused during and on account of the scope of the contract and for any other Contractor's obligations whenever these take place and provided they are carried out within the framework of this contract.

9.2.2 Compensation Limits

The compensation limits of the third party civil liability insurance policy are defined as follows on a per case basis:

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

500,000.00 EURO

CONDITIONS OF CONTRACT

9.2.2.2 For bodily injury or death of third parties (including indirect damage) per person

500,000.00 EURO

9.2.2.3 For bodily injury or death of third parties (including indirect damage) after a group accident, irrespective of the number of the injured parties

1,000,000.00 EURO

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

1,000,000.00 EURO

The compensation limits of the Employer's Liability insurance policy are defined as follows on a per case basis:

9.2.2.5 For bodily injury or death per person

250,000.00 EURO

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

500,000.00 EURO

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

500,000.00 EURO

9.2.3 Special terms of the Insurance Policy:

9.2.3.1 AM, its overall personnel, any of its consultants and their personnel, are regarded to be third parties.

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

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

9.2.3.4 AM shall be co-insured.

9.2.3.5 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) days beforehand.

9.2.3.6 The insurance company waives any of its cross action rights against AM, its employees, consultants and associates and their employees, in case the injury

CONDITIONS OF CONTRACT

or damage is due to an act or omission, non intentional, on the part of those people.

ARTICLE 10 OBLIGATIONS OF ATTIKO METRO S.A.

10.1 Provision of existing data

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

10.2 Contract Administration

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

10.3 Timely Payment to the Contractor

The Employer is obliged to pay in time the contractual price to the Contractor, per the terms of the Law and these Conditions of Contract, as specified in particular in paragraph 4.2.

ARTICLE 11 DIFFERENCES – DISPUTES – FORCE MAJEURE

11.1 Bona Fide Implementation of the Contract

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

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

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

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

CONDITIONS OF CONTRACT

11.3 Force Majeure

11.3.1 If during the execution of the Contract, acts or incidents of “force majeure” occur, which are clearly and proven to be beyond the control and responsibility of the contractual parties, each party is entitled to suspend the fulfillment of their contractual responsibilities, provided that the occurrences or incidents hinder their fulfillment. The above right exists only in cases where the consequences of these incidents are not regulated by Law 4412/2016 or the Contract.

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

11.4 Execution of the Contract despite the existence of a dispute

Differences, discrepancies and disputes which may arise during the execution of the Contract do not entitle the Contractor to refuse to provide his services or exercise his duties as foreseen by the Contract, unless this is strictly foreseen by Law 4412/2016 or the Contract. If, despite the fact that this right does not exist, the Contractor refuses to execute the Contract, AM may declare the Contractor forfeited, according to the respective stipulations of the Law.

ARTICLE 12 FORFEITURE OF CONTRACTOR – TERMINATION OF CONTRACT

12.1 Forfeiture of the Contractor

If the Contractor does not meet his obligations emanating from the Contract, or does not comply with the written instructions of the Service which are in accordance with the Contract or the subject provisions, he is declared forfeited, as specified in detail in Article 191 of Law 4412/2016.

If the clauses of Para. 2 of Article 191 of Law 4412/2016 do apply, then the procedure for forfeiture is obligatorily initiated.

Following the finalization of the forfeiture, the Contract is settled and the Good Performance Guarantee becomes payable in favor of the Employer as a special penal clause. If penal clauses were imposed for partial deadlines’ overrun up to the finalization of the forfeiture, these clauses shall be due by the contractor on a cumulative basis, while the penal clause for the overrun of the overall deadline, should a similar case exists (article 191, paragraph 9 of Law 4412/2016). .

12.2 Termination of the Contract

12.2.1 The Employer is entitled to terminate the Contract during its execution without compensation to the Contractor in the cases mentioned in article 338 of Law 4412/16.

CONDITIONS OF CONTRACT

The Employer is entitled to **reduce** the contract scope **against no compensation** through the termination of the contract for the remaining stages of the study, per article 192 of Law 4412/16. In order to exercise this right, he shall instruct the Contractor in writing. In this case, the effects on the termination of the Contract shall be addressed by the provisions of articles 192-194 of the Law.

In addition, the Employer is entitled to terminate the Contract during the stage of the study preparation as well, being liable for payment of compensation, which shall be calculated per article 194 of the Law.

- 12.2.2 The Employer is entitled to stop the execution of a Contract and terminate it, apart from the provisions of paragraph 1, article 192, Law 4412/16, as per paragraph 2, article 192, Law 4412/16.

In this case, the Contractor is entitled to compensation only for the services/designs provided in accordance with the Contract, while any other claim for services not provided or not in accordance with the Contract, as well as for direct or indirect damage, is strictly excluded.

- 12.2.3 The Contractor is entitled to terminate the Contract, in line with paragraph 3, article 192, Law 4412/16.

As to the remaining items, applicable are the stipulations of article 192 of Law 4412/2016.

12.3 Termination of the Contract for financial reasons

AM is entitled unilaterally and without damages on his part to denounce the Contract if he does not approve the substitution of the Contractor according to Article 195 of Law 4412/16, or if the latter goes into liquidation or into compulsory administration. Bankruptcy of the Contractor signifies the *ipso jure* termination of the Contract, while the bankruptcy of one of the members of a Joint Venture or Consortium signifies the possibility of substituting the bankrupt member following approval by the A.A.

12.4 Termination of the Contract

The termination of the Contract, should no reasons for earlier termination exist (Contractor's forfeiture or termination of the Contract) is certified with the acceptance of the works of the Contractor, and the issuance of a Resolution by the A.A.

The acceptance is effected within three (3) months as of the approval of all stages of the study and the issuance of the Works Completion Certificate by the Managing Department, where the submission of all deliverables by the Contractor is certified, as well as that the Contractor has fulfilled all his contractual obligations within the period of validity of the Contract. As far as the approval of the Study and the acceptance of the Contract scope are concerned, the stipulations of article 189 of Law 4412/16 shall be in effect.

CONDITIONS OF CONTRACT

The Good Performance Letters of Guarantee shall be returned to the Contractor in accordance with Article 5 of these C.C., upon the issuance of the Completion Certificate of the Contractor's services.

Further to the Contractor's request, a partial acceptance of the study of a self-standing project or of a study's stage can be effected.

Further to the Contractor's request and based on the terms of article 302, paragraph 7 of Law 4412/16, a gradual release of the guarantees can be effected.

ARTICLE 13 ADMINISTRATIVE AND LEGAL SETTLEMENT OF DISPUTES

Any disputes between AM and the Contractor are settled as stipulated in detail in Article 198 of Law 4412/16. The administrative and legal procedures shall not suspend the execution of the Contract, unless otherwise specified by the Law.

ARTICLE 14 GOVERNING LAW AND LANGUAGE OF COMMUNICATION

14.1 Legislation

The Contract is governed exclusively by the provisions of its documents, Law 4412/16 and the Greek Law.

14.2 Language of Communication

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

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

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

ΠΡΟΣΑΡΤΗΜΑ Α

ΥΠΟΔΕΙΓΜΑ Α.1

ΕΓΓΥΗΤΙΚΗ ΕΠΙΣΤΟΛΗ ΠΡΟΚΑΤΑΒΟΛΗΣ

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

Ημερομηνία έκδοσης

Προς: (Πλήρης επωνυμία Αναθέτουσας Αρχής/Αναθέτοντος Φορέα¹)
(Διεύθυνση Αναθέτουσας Αρχής/Αναθέτοντος Φορέα)²

Εγγύηση μας υπ' αριθμ. ποσού ευρώ³.

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

ευρώ.....⁴

υπέρ του:

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

....., ΑΦΜ: (διεύθυνση)

....., ή

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

..... (διεύθυνση) ή

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

α) (πλήρη επωνυμία) ΑΦΜ: (διεύθυνση)

β) (πλήρη επωνυμία), ΑΦΜ: (διεύθυνση)

γ) (πλήρη επωνυμία), ΑΦΜ: (διεύθυνση)

(συμπληρώνεται με όλα τα μέλη της ένωσης / κοινοπραξίας)

ατομικά και για κάθε μία από αυτές και ως αλληλέγγυα και εις ολόκληρο υπόχρεων μεταξύ τους, εκ της ιδιότητάς τους ως μελών της ένωσης ή κοινοπραξίας, για την καλή εκτέλεση της σύμβασης “(τίτλος σύμβασης)”, σύμφωνα με την (αριθμό) Διακήρυξη της Αττικό Μετρό Α.Ε..

Το παραπάνω ποσό τηρείται στη διάθεσή σας και θα καταβληθεί ολικά ή μερικά χωρίς

¹ Όπως ορίζεται στα έγγραφα της σύμβασης.

² Όπως ορίζεται στα έγγραφα της σύμβασης.

³ Ολογράφως και σε παρένθεση αριθμητικώς.

⁴ Όπως υποσημείωση 3.

CONDITIONS OF CONTRACT

καμία από μέρους μας αντίρρηση, αμφισβήτηση ή ένσταση και χωρίς να ερευνηθεί το βάσιμο ή μη της απαίτησής σας μέσα σε **πέντε (5) ημέρες** από την απλή έγγραφη ειδοποίησή σας.

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

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

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

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

(Εξουσιοδοτημένη Υπογραφή)

CONDITIONS OF CONTRACT

APPENDIX A
SAMPLE A.2
ADVANCE PAYMENT LETTER OF GUARANTEE

Issued by (Full name of the Credit Institution)

...../ T.M.E.Δ.E.

Date of issuance:

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

.....

(Address of the Awarding Authority / Agency²)

.....

Our Guarantee no. against the amount of euro³.

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

in favour of:

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

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

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

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

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

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

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

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

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

¹ As specified in the Contract documents

² As specified in the Contract documents

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

⁴ See footnote 3

CONDITIONS OF CONTRACT

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

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

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

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

(Authorized Signature)