



TITLE OF THE TENDER: "EXPANSION OF THE TRAMWAY DEPOT IN THE AREA OF ELLINIKO"

RFP-360/19 (Α.Σ. 86960)

CONDITIONS OF CONTRACT





CONDITIONS OF CONTRACT

TABLE OF CONTENTS

Article 1	Scope of the Project
Article 2	Legislation - Contract Documents- Language of the Contract
Article 3	Definitions
Article 4	Standards - Specifications – Codes - Regulations
Article 5	Good Performance Guarantee
Article 6	Lump Sum Price
Article 7	Work Increase / Decrease – Minus Cost - New Works - Urgent Additional Works
Article 8	Works on a Cost-Plus Basis
Article 9	Archaeological Works – Cleaning Works
Article 10	Deadlines
Article 11	Time Schedule of the Project
Article 12	Project Construction Conditions
Article 13	Diversions of PUO Networks
Article 14	Management of the Project by the Contractor
Article 15	Contractor’s Personnel - Special obligations in personnel
Article 16	Sub-Contracting Work - Substitution Prohibition
Article 17	Supervision of the works by ATTIKO METRO S.A.
Article 18	Responsibility of the Contractor for the Safe Execution of the Project and the occurrence of damage
Article 19	Insurance
Article 20	Contractor’s Designs
Article 21	Topographical Works
Article 22	Project Diary
Article 23	Measurements
Article 24	Advance Payment - Accounts – Certificates – Retention - Contractor’s Percentage Payments Table – Revision of Prices
Article 25	Worksite Areas
Article 26	Worksite Installations - Contractor’s Structures and Equipment
Article 27	Laboratory Tests
Article 28	PUO Connections - Access Roads – Worksite Signage
Article 29	Special Terms for the Worksite Electromechanical Installations
Article 30	Health and Safety during the construction of the Project
Article 31	Protection of the Environment
Article 32	Adherence to Laws, Police Regulations - Issuance of Permits
Article 33	Particular Obligations of the Contractor for overtime, night work - and work during days off and holidays
Article 34	Aggregates - Inappropriate and Redundant Material dumping areas
Article 35	Ownership of the materials
Article 36	Preliminary Approvals / Ordering of Materials, Devices, Equipment Ready Made Products
Article 37	Quality Assurance and Quality Control of the Project
Article 38	Material Unsuitability - Defects - Omission of Maintenance
Article 39	Damage at Works - Force Majeure
Article 40	Cooperation and Coordination with other Contractors
Article 41	Other Obligations of the Contractor
Article 42	Project Log
Article 43	Work Completion Certificate



**“EXPANSION OF THE TRAMWAY DEPOT IN THE
AREA OF ELLINIKO”**

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A.Σ. 86960**

CONDITIONS OF CONTRACT

Article 44	Provisional Acceptance - Administrative Acceptance for Use
Article 45	Project Maintenance Period
Article 46	Spare Parts
Article 47	Penalty Clauses
Article 48	Final Acceptance
Article 49	Forfeiture of the Contractor - Termination of the Contract - Cancellation of the Contract Termination - Indemnification of the Contractor
Article 50	Settlement of Disputes
Article 51	Utilization of Computer Technology by the Contractor
Article 52	Training
Article 53	Discretion
Article 54	Personal Data

APPENDICES TO THE CONDITIONS OF CONTRACT:

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

SAMPLE A.2: ADVANCE PAYMENT LETTER OF GUARANTEE in English

APPENDIX (C): CTPP : CONTRACTOR’S TABLE OF PERCENTAGE PAYMENTS

APPENDIX (B) : EIA : ENVIRONMENTAL IMPACT ASSESSMENT STUDY



CONDITIONS OF CONTRACT

Article 1 Scope of the Project

1.1 The subject project concerns the expansion of the existing Tramway Depot in the area of Elliniko.

The scope of the project includes the preparation of all designs and works pertaining to Civil Works, as well as to Electromechanical and Railway Systems required for:

- The construction of a new 70m x 43m. open (along its perimeter) building / shed, to be built in an area of approximately 5 square meters, adjacent to the existing Tramway Depot; the new Depot will serve the needs for stabling twenty two (22) new tramway vehicles on eleven (11) parallel new ballasted tracks, each one being able to accommodate two (2) vehicles – lengthwise. The new tracks will be connected to the existing tracks of the depot via new railway turnouts at their ends, while the 750 V DC overhead catenary system will be also expanded in order to ensure smooth circulation of the tramway vehicles on the new tracks. The area in-between the tracks underneath the shed shall accommodate the required small-height platforms that need to be constructed and that will be used for cleaning the vehicles. Due to the expansion of the depot and in view of managing increased tramway vehicles’ fleet, the Electromechanical and Railway Systems in the existing depot must also be updated.
- The execution of additional works within the existing workshop building for constructing two (2) new manholes / repair trenches and covering the operational needs arising from the Depot’s expansion and the supply of the new tramway vehicles.

1.2 In brief, the scope of the Project includes indicatively, but not limited to, the following:

- Surveys and Designs
- Preparatory Works, such as worksite occupations, relocations of PUO networks, traffic diversions, etc.
- Archaeological Works –Works for the Removal of Ammunition, in case ammunition is identified
- Civil Works
- Trackwork related activities
- Architectural Works
- Electromechanical Systems
- Development of the Project Log

1.3 In addition, in the framework of the implementation of the Project, the following shall be also included:

1.3.2 The issuance of any kind of permits, as and where foreseen by the Legislation and deemed necessary for the execution of the Project. The Contractor shall forward timely the aforesaid permits, approvals, etc. to the State’s/Municipal Authorities, Services and Organizations, by submitting the



CONDITIONS OF CONTRACT

relevant envelopes, requests, etc. The Contractor must forward the aforementioned at his own responsibility taking into consideration in the preparation of the Time Schedule of the Project the time required for the issuance of the permits, so that the contractual deadline for the completion of the Project and the partial deadlines are not disturbed. The Contractor must inform ATTIKO METRO S.A about all the aforementioned.

- 1.3.2 Securing safe accesses of both pedestrians and vehicles to all adjacent properties affected by all permanent and temporary occupations for the construction of the works, which are carried out in the wider area.
- 1.3.3 The works and designs that may be necessitated by the supplementation or adaptations to the Detailed Final Design, in line with the stipulations of the Technical Description, the Technical Specifications and the remaining Contractual Documents, as well as the works that may be required by reason of the difference between the conditions foreseen in the Detailed Final Design and the actual conditions of the Project's construction.
- 1.3.4 The implementation of the terms of the approved Environmental Studies and, in general, the obligations deriving from strict adherence to the environmental terms in the framework of the preparation of the designs and in execution of the construction activities.
- 1.3.5 The introduction of all necessary measures for Health and Safety at work during the execution of the project, as dictated by the legislation in force.
- 1.3.6 All necessary works regarding the implementation of preventive, protective or even repairing measures of all buildings/structures and/or E/M and Railway Systems (such as monuments, antiquities, churches, PUO networks, Tramway network in operation, etc.) against potential damage due to the construction of the Project.
- 1.3.7 The organization, management and coordination of designs, as well as the coordination of the construction activities of the Project that constitute the scope of the contract (Civil Works, Architectural Works, E/M Systems, etc.).
- 1.3.8 The remaining obligations of the Contractor deriving from these Conditions of Contract, the Technical Description and the remaining Contract Documents.
- 1.4** The works/designs and, in general, all obligations of the Contractor for the implementation of the Project are mentioned in detail in the remaining articles herein and in the remaining documents of the contract.

Article 2 Legislation - Contract Documents- Language of the Contract

- 2.1** This Contract, as defined in paragraph 3.4 herein, 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 and, in addition, by the Civil Code.



CONDITIONS OF CONTRACT

2.2 The contractual documents and items of the Contract to be concluded 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
2. The Financial Offer of the Contractor
3. The Invitation with its Appendices and the Clarifications Document that may be issued)
4. The subject Conditions of Contract (CC), along with its Appendices
5. The Technical Description with its Annex (Drawings)
6. The General Specifications
7. The Design, Performance, Material and Workmanship Specifications for Electromechanical (E/M) Works and Railway Systems
8. The Design, Performance, Material and Workmanship Specifications for Trackwork
9. The Design Specifications for Civil Works
10. The Material and Workmanship Specifications for Civil Works
11. The Contractor’s Time Schedule for the Construction of the Project, as this will be approved by ATTIKO METRO S.A.
12. The Contractor’s Designs, as they will be approved by ATTIKO METRO S.A.
13. Information Data of the Project.

2.3 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.

Both verbal and written communication between ATTIKO METRO S.A. and the Contractor shall be conducted in Greek. The documents, drawings, etc. attached to letters, shall be submitted to ATTIKO METRO S.A. in line with the stipulations of the Specification GS200 “DESIGN REQUIREMENTS (General Specifications).

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.

Article 3 Definitions

3.1 Title of the Project: The title of the Project is “EXPANSION OF THE TRAMWAY DEPOT IN THE AREA OF ELLINIKO”.

3.2 Project Owner as well as Agency of the Project’s Construction, is ATTIKO METRO a SINGLE-MEMBER S.A. Company, trading as “ATTIKO METRO S.A.

3.3 Contractor means the Economic Operator with which ATTIKO METRO S.A. signed the contract for the execution of the present Project.



CONDITIONS OF CONTRACT

- 3.4** **Contract** is the written agreement between ATTIKO METRO S.A. and the Contractor and shall include all documents and data mentioned in article 2 herein.
- 3.5** **Project** means the scope of the contract, as this is described in article 1 herein, the remaining articles herein, as well as the remaining contract documents.
- 3.6** **Contractual Deadline** is the deadline for the completion of the entire contract works, as determined in paragraph 11.5 of the Invitation to Tender.
- 3.7** **Partial Deadlines** are the interim deadlines within which specific activities pertaining to the execution of the Project must be completed by the Contractor, in line with the provisions of article 10 of the CC.
- 3.8** **Time Schedule** means the time schedule for the execution of the Project as this has been approved by ATTIKO METRO S.A..
- 3.9** **Overall Deadline** is the contractual deadline for the completion of the Project plus any extensions to it.
- 3.10** **Contract Price / Lump Sum Price (LSP)** is the Project cost offered by the Contractor , including Overhead and Contractor’s Profit (OH & CP), in line with his financial offer.
- Total Price** or **contract Value** means the Price, which includes the Lump Sum Price, the contingencies and the revision related expenses and the works performed on a cost-plus basis, (in application of the relevant stipulations of L 4412/2016, as these are applicable each time).
- The above Prices do not include VAT, which is borne by ATTIKO METRO S.A.
- 3.11** **Final Design of ATTIKO METRO S.A.** means the Technical Description and all Specifications, the documents and drawings prepared at ATTIKO METRO S.A.’s care, and, according to which, the Contractor has compiled his Financial Offer.
- 3.12** **Detailed Final Design** means the total of the individual categories of designs required to be prepared by the Contractor for the implementation of the, which shall be developed at a Detailed Final Design level and shall include all necessary construction details and data for the implementation of the Project (e.g. surveys, methodologies, MSS, etc.).
- The Detailed Design shall be prepared for each element of the construction as per the specifications and requirements of the contract documents, so as to form a completed and comprehensive design for construction of the Project and shall incorporate all comments and remarks of ATTIKO METRO S.A.



CONDITIONS OF CONTRACT

- 3.13 Detailed Design Drawings or Construction Drawings** means the drawings on the basis of which the Contractor shall execute the Project.
- 3.14 Administrative Authority** is ATTIKO METRO S.A Body that supervises its execution and is vested with the competencies stipulated by L. 4412/2016.
- 3.15 Managing Department or Supervising Department or Service** is ATTIKO METRO S.A's Projects Department to be appointed by the Board of Directors of ATTIKO METRO S.A. for the monitoring, control and management of the Project construction.
- 3.16 Operations Company** is the company “**URBAN RAIL TRANSPORT S.A.**”, referred to - on the basis of the contract - as “**STASY S.A.**”.
- 3.17 Base Project** is the completed Athens Tramway Project, which is in operation.
- 3.18 PUOs**, are the Public Utility Organizations / Companies, such as DEDDHE, OTE, , DEPA, OTA, etc. and/or alternative providers.
- 3.19 PUO Networks** means the networks of the Public Utility Organizations (Municipal Lighting/ Water Supply/ Sewage/ Natural Gas/ Telecommunications/ Traffic Lights, etc.).
- 3.20** Wherever in the present Contract the following terms are mentioned “**at the Contractor's expenses**”, “**borne by the Contractor**”, “**without any particular compensation**” or similar terms, it means that the relevant expenses have been included in a converted form into the Lump Sum Price and that the Contractor must fulfill his obligations at no additional compensation.

Article 4 Standards - Specifications – Codes - Regulations

- 4.1** 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 and, in any case, in full compliance with the applicable Greek legislation, as a minimum.
- 4.2** Wherever in the documents of the contract reference is made to standards, specifications, codes, regulations, technical recommendations etc., **applicable shall be the most recent release** one month prior to the expiry of the deadline for the submission of offers intended for this procedure.

According to the stipulations of Law 4412/2016 (Government's Gazette 147A'/08.08.2016), 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.)



CONDITIONS OF CONTRACT

- (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.)
- (e) Greek Standards (e.g. ELOT), technical specifications, approvals, etc.

As to the remaining issues, applicable shall be the provisions of article 282 of Law 4412/2016.

- 4.3** The new regulations, specifications, codes, provisions, 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 Detailed Final Design and during the construction of the Project, should they be obligatory pursuant their establishment or, otherwise, further to ATTIKO METRO S.A 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), in line with the stipulations of Law 4412/2016, Article 156, paragraph 3.a.

Article 5 Good Performance Guarantee

- 5.1** For the contract to be signed, the Contractor, in line with article 302 paragraph 1(b) of Law 4412/2016, must deposit a good performance letter of guarantee equal to **5%** of the Contract value, VAT excluded.

The good performance guarantee shall cover in its total and with no exception whatsoever strict adherence on the part of the Contractor of all contractual terms, as well as all requirements of the Project Owner towards the Contractor deriving from this Project. The Letter of Guarantee to be issued and submitted by the Contractor shall be in accordance with Sample B.1 (in Greek) or B.1 (in English), Appendix B attached to the Invitation to Tender and shall be accompanied by an official translation in Greek.

- 5.2** If, the contract is amended, per article 337 of Law 4412/2016, which entails increase in the contract scope, the Contractor shall be obliged, prior to the subject amendment, to deposit a supplementary guarantee, whose value shall be 5% on the amount of the increase, VAT excluded.
- 5.3** ATTIKO METRO S.A shall review the validity of the subject Letters of Guarantee, in line with Law 4412/16 and the special legislation concerning this issue.
- 5.4** Immediately after the approval of the provisional acceptance protocol, the good performance guarantee, as it may have been supplemented following the signing of the supplementary agreements, is reduced to twenty per cent (20%). The remaining part of the guarantee shall be returned to the



CONDITIONS OF CONTRACT

Contractor upon the approval of the Final Acceptance Protocol of the Project and the approval of the final account of the Project, on the basis of Law 4412/2016 on condition that the terms of the contract have been fulfilled.

- 5.5** Each payment to the Contractor shall be subject to retention set to 5% on the certified value of the works and to 10% of the value of the materials, which are temporarily included in the payment certificate before their integration in the Project. The Contractor can at any time substitute the amount of the retention – either partially or in total – through the deposit of a letter of guarantee of an equal amount. As to the remaining items, valid shall be paragraph 6, article 302 of Law 4412/16.

Article 6 Lump Sum Price

- 6.1** The Lump Sum Scope includes all works and obligations for the implementation of the Project, as described herein and the remaining contract documents, with the following remarks:

- i) The expenses related to the investigation works, for the identification of antiquities, including the required retaining and or supporting works and the fees of the archaeological personnel that monitors the investigation activities, as well as the expenses for the fencing of the areas wherein archaeological works are executed are included in the Lump Sum Price in a converted form.
- ii) The following works and expenses concerning the PUO networks are included in the **Lump Sum Price** in a converted form:
 - (a) Expenses for works, including the materials to be used for these works related to
 - i) Investigation works for the identification of PUO networks,
 - ii) temporary or permanent relocations and/or diversions of PUO networks as these are defined in article 3.22 etc., and any retaining and or supporting works, due to traffic arrangements/ diversions regardless of whether ATTIKO METRO S.A. provides information or not. As regards works and materials that are obligatorily provided by the PUOs themselves, applicable is paragraph 6.2.iii (b) herein.
 - (b) The works and the connection and operation expenses of the PUO networks related to the worksite installations included those required for the execution of the archaeological works.
- iii) The safety measures, personal protection equipment (safety shoes, helmets, goggles, uniforms, rain jackets, masks, ear defenders, etc.), the expenses related to hygiene and health-care (doctor, nurse, vaccines, toilettes, etc.), as well as the expenses provided for in Specification

CONDITIONS OF CONTRACT

GS0750 (General Specifications) are included in the Lump Sum Price in a converted form.

- iv) It is strictly stipulated that the Lump Sum Price taxes, fees, duties, deductions, and any other lawful charges, borne by the Contractor, as applicable at the time when the obligation for payment thereof is imposed. By exception, taxes in favor of the State and other duties imposed directly on the contract price shall be borne by the Contractor only to the extent applicable at the time of the Offer's submission. Subsequent increases/decreases shall respectively increase/decrease the contact price due. As to the remaining items, application shall be made of article 138 of Law 4412/2016.
- v) Moreover, the Lump Sum Price shall also include any expenses for delays, reduced performance of machinery and personnel or equipment and personnel relocation due to archaeological obstacles or obstacles caused by cables, ducts, etc. of PUO or due to the diversion of PUO ducts or due to problems caused by the existing circulation conditions.

6.2 The following works are not included in the Lump Sum Price:

- i) The following **Archaeological Works**:

The archaeological excavations, recording and survey of the findings, as well as the detachment, transport, preservation, storage, re-positioning – as necessary – to their initial location and safe-guarding of the antiquities and the areas where archaeological excavations are being performed, which shall be paid on a cost-plus basis according to the provisions of Article 8 of the Conditions of Contract. It is pointed out that any necessary structure exclusively deriving from the archaeological needs or adjustment to the contractual scope, exclusively deriving from the archaeological needs (piles, retaining concreting works, sheds, etc.) shall be compensated on the basis of article 7 of the CC.

- ii) Any works related to the investigation of the area and – should it be required - the relocation of any ammunition of any type that might be still within the boundaries of the work front pertaining to the tramway depot expansion (e.g. bombs from II World War airplanes). Both the investigation and removal of the ammunition shall be performed by TENX - the special Greek army unit - and shall be compensated on the basis of a contract to be directly signed between ATTIKO METRO S.A. and TENX.

- iii) The following works related to PUO networks:

- (a) the implementation of the permanent and/or temporary relocations of PUO networks and their retaining and/or supports, concerning networks the relevant data on which have not been provided by the Organization and which ATTIKO METRO S.A. has not made available to the Contractor and the existence of which does not result following visual inspection (e.g. overhead networks, shafts, etc). In this case, excluding the works described in the above paragraph



CONDITIONS OF CONTRACT

6.1.ii, the Contractor shall be compensated in accordance with the stipulations of article 7 of the Conditions of Contract.

- (b) the works concerning relocations of PUO networks that are necessarily performed by the Public Utility Organizations themselves, including the materials they supply for the said works. In this case, the relevant expenses shall be borne by ATTIKO METRO S.A..
- (c) The expenses for works concerning permanent connections of PUO networks at all individual locations of the Project, executed by the Public Utility Organizations themselves, including the materials they supply for the said works, as well as the expenses for any rights – duties – guarantees. The subject expenses shall be borne by ATTIKO METRO S.A..

Article 7 Work Increase / Decrease – Minus Cost - New Works - Urgent Additional Works

- 7.1** For any Work Increase / Decrease applicable shall be the provisions of articles 155 and 156 of Law 4412/2016. The contractual quantities of work can be reduced and the cost saved (“Minus cost”) can be used for the execution of other works of the contract, in line with the provisions of article 156, paragraph 3b of Law 4412/2016.
- 7.2** The discount that shall be implemented as per the provisions of article 156 of Law 4412/2016 for the compilation of the New Work Unit Prices, related to each work of the overall Project, equals to the presumed discount, as stipulated in article 15 para. 2a of the Invitation and in the Financial Offer.
- 7.3** The fixed coefficient «σ» stipulated in paragraph 6 of article 156 of Law 4412/2016, which is being used for the multiplication of the new work unit prices is stipulated in paragraph b, article 11 of the Invitation.
- 7.4** The percentage pertaining to the Overhead and Contractor’s Profit, which shall be applicable wherever article 156 of Law 4412/2016 provides for, is determined to 18%.
- 7.5** The compilation of the unit prices of any new works shall be based on cases (b) and (c), para. 5 of article 156 of Law 4412/2016. For case (b) of article 156, paragraph 5 of Law 4412/2016, the Approved Price Lists are the Unified Price Lists (Roadwork Projects, Hydraulic Works, Building Works, Port and Landscape Works and E/M Works) and the Analytical Price List for E/M Works, 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.



CONDITIONS OF CONTRACT

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 8 Works on a Cost-Plus Basis

During the construction of the Project and should a relevant instruction be given by ATTIKO METRO S.A., the Contractor is obliged to execute work on a cost-plus basis (e.g. archaeological works), in line with Article 154 of Law 4412/2016.

The compensation to be paid to the Contractor shall be the actual expense that derives in line with the lawful back up payment documents for the execution of works, increased by a percentage of 18% for overhead and the Contractor's Profit, implementing the presumed discount, as shown in the Contractor's Financial Offer, on the Overhead and the Contractor's Profit (OH & CP).

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, engineers, 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 EFKA (Unified Social Security Institution) or of the pertinent social security Organization.

The fees of the aforesaid personnel shall be in line with those identified for each specialty by the Collective Labor Agreements and the Labor Legislation and in this framework 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 EFKA and of the respective detailed periodical statements of EFKA for each member of the personnel he utilized.

ATTIKO METRO S.A. 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.



CONDITIONS OF CONTRACT

3. Machinery and Vehicles:

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, ATTIKO METRO S.A. 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 ATTIKO METRO S.A. will take into account the lowest.

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 leasing must be justified through the approval of ATTIKO METRO S.A.. The whole procedure shall be implemented in accordance with the content of Specification GS 1100 (General Specifications).

In order to justify the aforementioned expenses, and prior to their approval, ATTIKO METRO S.A. 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 ATTIKO METRO S.A. will take into account the lowest.

It is stressed that expenses related to safety measures, personal protection means, medi-care and health related expenses, as well as the expenses regarding worksite installations and their operation shall be included in the LSP in a converted form.

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.



CONDITIONS OF CONTRACT

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 of Law 4412/2016.

Article 9 Archaeological Works – Cleaning Works

9.1 Before the inception of the works, the Contractor shall execute investigation works (investigation trenches, excavations, etc.), in order to identify whether antiquities exist or not, including the required retaining and/or supporting works. The required investigation works shall be determined by the Archaeological Department and shall be communicated to the Contractor via ATTIKO METRO S.A..

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 8 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 article 7 of this document.

9.2 The Contractor, as soon as he identifies the existence of antiquities, shall immediately notify the Archaeological Service and concurrently ATTIKO METRO S.A. 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.

9.3 Any impacts arising from the above in the temporal and financial development of the contraction of the Project shall be addressed as follows:

9.3.1 In case that the duration of the temporary interruption exceeds the provisions of the approved time schedule and is in ATTIKO METRO S.A.'s opinion justified and affects the critical path of the time schedule, an equivalent extension of the deadlines stipulated in article 10 herein shall be provided with a revision of the prices.



CONDITIONS OF CONTRACT

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.

- 9.3.2 In case that the duration of the temporary interruption does not affect the critical path of the time schedule, no extension shall be provided to the deadlines stipulated in article 10 herein, 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 9.3.1 herein.

- 9.4 The archaeological works shall be executed under the supervision of the Archaeological Department. The Contractor is obliged to facilitate in any way the work of the Archaeological Department and not to obstruct sATTIKO METRO S.A.e.

The personnel engaged in the archaeological works shall be approved both by the Archaeological Department and by ATTIKO METRO S.A..

- 9.5 Further to ATTIKO METRO S.A.'s relevant instruction the Contractor is obliged to execute the required archaeological works, in line with the stipulations of paragraphs 2.3 and 3.4.2 of the Technical Description. These works shall include the fencing (type c) of the Archaeological Site located at the SE end of the Depot and safe-guarding of the antiquities and the archaeological works areas, investigation works, investigation trenches, excavation activities, recording, conservation, safeguarding/provisional storage of archeological finds, etc., under the supervision of the Archaeological Department.

- 9.6 The excavation, loading/ unloading, transportation of the excavation spoil and pumping works to derive from the archaeological excavations in any section of the Project shall be deducted by the equal quantity and by correspondence from the Lump Sum Price. This deduction from the Lump Sum Price shall be effected on the basis of New Work Unit Prices implementing on them the presumed discount and the fixed coefficient (“σ”). The New Work Unit Prices shall derive from the unified Price Lists of YPEHODE, as valid each time, as follows:

- Excavation, loading/ unloading, transportation of the excavation spoil, based on the corresponding articles of the Descriptive Price List for Building Works
- Pumping works, based on the corresponding articles of the Descriptive Price List for Hydraulic Works.

- 9.7 It is stressed that in the framework of the project implementation, required shall be the execution of works related to the investigation of the area and the relocation of any ammunition of any type that might be still within the boundaries of the work front pertaining to the tramway depot expansion, as



CONDITIONS OF CONTRACT

well as in the areas of the new pits / repair trenches of the existing Maintenance / Repair building in the Tramway Depot (e.g. bombs from II World War airplanes). Both the investigation and removal of the ammunition shall be performed by TENX, the special Greek army unit.

During the investigation of the area and the relocation of any ammunition – if so required by TENX – gradual excavation works shall be performed; these works shall be separately compensated on a cost-plus basis and the pertinent quantities shall be removed from the Lump Sum Price, in accordance with article 9.6 herein.

Article 10 Deadlines

10.1 The Deadline for the completion of the Project is **seven hundred and ninety (790)** calendar days as of the contract signing date.

All Contractor’s activities for the execution of the Project shall be completed within the aforementioned deadline according to the requirements of all contract documents.

10.2 In addition, the works for the removal of the worksite installations and the full reinstatement (at their previous condition) of the areas occupied by these installations shall be completed within the aforementioned deadline, on condition that no different provision has been made by the contract. Moreover, the mechanical equipment of the Contractor should have been removed within the aforesaid deadline.

10.3 The following deadlines shall be set as the partial deadlines of the Project.

10.3.1	Submittal of the detailed final design for the shed ; the latest within	90 calendar days
10.3.2	Completion of the required works (CW, trackwork and E/M Works) and tests for tracks 2 and 7 of the existing maintenance building of the Depot in order to be delivered to STASY S.A. for operation; the latest within	200 calendar days
10.3.3	Completion of the required works for the construction of the steel shed (main bearing structure and covering) of the Depot; the latest within	380 calendar days
10.3.4	Completion of the required works (CW, trackwork and E/M Works) and tests for track 5 of the existing	90 calendar days, as of the delivery of the area by STASY



CONDITIONS OF CONTRACT

	maintenance building of the Depot in order to be delivered to STASY S.A. for operation; the latest within	S.A.
10.3.5	Completion of construction and tests of the new railway turnovers of the existing line for entering the Depot in order to be delivered to STASY S.A. for operation resuming; the latest within	30 calendar days, as of the delivery of the area by STASY S.A.

All aforementioned deadlines start from the contract signing date, unless otherwise specified.

The deadlines under items 10.3.2, 10.3.4 and 10.3.5 are defined as Exclusive Partial Deadlines, while the remaining ones are defined as Indicative Partial Deadlines.

10.4 The Contractual Deadline, as well as the Partial Deadlines can be extended in the cases foreseen by articles 147 and 148 of Law 4412/2016.

Article 11 Time Schedule of the Project

11.1 Within a twenty (20) - calendar day deadline upon the Contract signing, the Contractor shall submit to ATTIKO METRO S.A. for approval the detailed time schedule of the Project with the Critical Path Method (CPM) and with the use of PRIMAVERA software. The Contractor is obliged to develop, document, process and present the time schedule of the Project 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 ATTIKO METRO S.A. within a deadline of fifteen (15) calendar days after it has been received.

If comments are made by ATTIKO METRO S.A. and correction and re-submittal of the time schedule is required, then the Contractor shall resubmit same incorporating ATTIKO METRO S.A.'s comments within a period of ten (10) calendar days, upon communication of ATTIKO METRO S.A.'s comments to him.

ATTIKO METRO S.A. 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 of the Project by ATTIKO METRO S.A., the Contractor is obligated to implement it in an undeviating manner. If the Contractor fails to submit the Time Schedule timely in line with the Contract's requirements, or, in case he does not comply with ATTIKO METRO S.A.'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 articles 145, 148 and 160 of Law 4412/2016.



CONDITIONS OF CONTRACT

11.1.1 In addition, during the preparation of the time schedule, the Contractor is obliged to take into consideration the following:

- Sufficient time for the completion of the procedures pertaining to the delivery of areas by ATTIKO METRO S.A.. More precisely, the following minimum delivery times shall be taken into account:
 - Main area of the Project, i.e. shed area for the stabling of the Tramway vehicles, at least 30 days prior to the signing of the Contract;
 - Tracks 2 and 7 within the Depot already in operation, at least 90 days prior to the signing of the Contract.
- Sufficient time for the completion of the following necessary works:
 - Archaeological works to be executed in the Project locations; the relevant time period shall not be shorter than four (4) months for the main area of the Project and reasonable for the remaining locations.
 - Investigations by the Special Greek Army Unit (ΤΕΝΕ) in all Project locations; this time shall not be shorter than two (2) months for the main area of the Project and reasonable for the remaining locations, as well as
 - Relocations of PUO networks, if any.
- The necessary time period - at all Project locations - for the execution of any traffic diversions dictated by the specific contract. This time period shall be reasonable and proportional to the required approval procedures and, in general, to the involvement of the Third Parties concerned.
- The necessary time period for the scheduling and execution of works within the existing Depot, as well as for the limitations that shall be set due to the concurrent operation of the Depot in cooperation with STASY S.A.
- 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 in the worksite area, as described in paragraph 1.3.3 herein.

11.2 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 Overall Deadline for the completion of the Project.

The time schedule shall show activity duration, dependencies, earlier commencement and expiry dates, subsequent commencement and expiry



CONDITIONS OF CONTRACT

dates and total and free float time periods, resources, 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, factory tests, procurement and delivery of materials and equipment. In addition, it shall include in detail the Time Schedule of all systems tests and personnel training. With the exception of the activities related to the procurement, **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.**

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..

- 11.3** Within the first five (5) days of each month the Contractor shall submit a Monthly Progress Report including a list indicating the progress of the works for the previous month, as well as the compliance or non compliance with the approved Project time schedule, 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 editable 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. ATTIKO METRO S.A. 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 time adjustments agreed upon for affected activities exceed the total float available along their paths and as further defined by the applicable provisions of L. 4412/2016.

In case of extensions to the partial deadlines or to the contractual deadline of the Project, the Contractor is obliged to submit for review and approval to ATTIKO METRO S.A. the revised time schedule of the Project, in line with the granted extensions; this obligation derives from the applicable provisions of Law 4412/2016. The revised Time Schedule will be submitted within 15 calendar days as of the communication of the granted extension.

- 11.4** If during the execution of the Project, 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 ATTIKO METRO S.A. suggestions. The acceleration measures foreseen in this paragraph shall be implemented at the Contractor's care and expense.

- 11.5** 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



CONDITIONS OF CONTRACT

affect the critical path, then a respective extension to the deadlines of the Project shall be provided. With regard to this extension, the Contractor is not entitled to any compensation other than the lawful revision.

Article 12 Project Construction Conditions

By signing the contract, the Contractor states in writing that he has already taken into consideration in his Financial Offer the characteristics of the wider area bound to affect his activities/works, the design, construction and commissioning of the Project.

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

- 12.1** The Decision approving the Environmental Terms of the Project (JMD 105061-29/08/2001, as amended via Ministerial Decision MD 203853-14/12/2012)
- 12.2** The geological, hydrogeological, hydrological and geotechnical conditions in the area of the Project, for which the Contractor has received the relevant information from ATTIKO METRO S.A., as well as any additional data that the Contractor has eventually collected and evaluated himself. The Contractor is obliged and is exclusive responsible to evaluate, verify and supplement all the above data through the compilation of a Supplementary Sub-soil Geotechnical Investigation and in any other way he deems advisable in view of preparing the Final Designs and the Detailed Final Design and of constructing the Project.
- 12.3** The capacities of the existing road network that will be used for the transport of materials intended for the construction of the Project, all types of the Project's mechanical equipment, excavation spoils disposal sites, materials and means storage areas, as well as for the development of his facilities.
- 12.4** The archeological, urban, traffic, environmental, topographical and climatic-meteorological prevailing conditions, natural discharge streams (visible and/or embedded), the hydrology and the paleography of the area.
- 12.5** The existing conditions and the availability of the areas in the region where the Project will be constructed, the equipment and the necessary installations allowable for the execution of the works, in order to adjust accordingly the extent of the necessary worksite areas and their impact on the Project Time Schedule.
- 12.6** The fact that in the Project areas technical works by third parties might be in progress, which might affect the works of this Project.
- 12.7** The needs for modification and regulation of the traffic of any type of transportation means, which shall be required during the execution of the Project.



CONDITIONS OF CONTRACT

- 12.8** The possibility to provide power and water supply, as well as the possibility to provide sewage facilities.
- 12.9** 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 relevant legislation and the Decision approving the Environmental Terms of the Project.
- 12.10** The fact that numerous works will be executed within or next to the operating electrified depot, for him to introduce all necessary safety measures and to schedule his works properly.
- 12.11** The Contractor's omission to provide full and proper information about the existing conditions does not relieve him of 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 Lump Sum Price and/or increase to the Project's completion date.
- 12.12** Moreover, the Contractor is not entitled to claim any compensation for any damage and disaster 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 19 herein.

Article 13 Diversions of PUO Networks

- 13.1** At all locations of the Project where excavation is foreseen and if required, the Contractor has to investigate and identify the PUO networks, in direct cooperation with the organizations concerned and by executing investigation trenches and with ATTIKO METRO S.A.'s consent.

Whenever ATTIKO METRO S.A. provides the Contractor with networks details and data for the PUOs, such as the location, cross sections, 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 these diversions / relocations or supports.

- 13.2** The Contractor's obligations shall also include the following:
- i) The preparation of designs, diversions/relocations of PUO networks ;
 - ii) The execution of the temporary and/or permanent diversions/relocations 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;
 - iv) The reinstatement of the temporarily relocated PUO networks at their final locations.
- 13.3** Also included are the works for the disconnection and reconnection of the local networks / connections of the adjacent buildings with the PUO pipes,



CONDITIONS OF CONTRACT

which connections shall be executed so as the concerned networks remain active throughout the duration of the project. These works include the designs and implementation of the permanent and/or temporary diversions/relocations of PUO Networks of the PUO networks and their retaining and/or support.

- 13.4** All works related to the reinstatement of the PUO networks shall be executed in line with the Contract specifications and in accordance with the directions and requirements of the PUOs, the approved 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 diversion of the networks shall be prepared by the Contractor in communication with the concerned PUO, according to the latter's instructions and by incorporating any ATTIKO METRO S.A.'s remarks/comments. The design shall be approved by the concerned Organization, unless it is requested that the design be prepared by the PUO itself.

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 ATTIKO METRO S.A., 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 ATTIKO METRO S.A., with the exception of the provisions of paragraph 6.1.ii herein.

- 13.5** The Contractor is obliged to offer his assistance to the aforesaid PUOs and to coordinate his remaining works with the said Authorities. The works shall be supervised by ATTIKO METRO S.A., 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 the Supervising Engineer.

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.

- 13.6** 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, unless otherwise specified by article 6 of the CC.

Article 14 Management of the Project by the Contractor

- 14.1** On signing the contract, the Contractor shall make known the name of his attorney-at-law to ATTIKO METRO S.A. and the address of his head offices in Athens.



CONDITIONS OF CONTRACT

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

14.3 The Project Manager shall be an experienced Graduate Civil Engineer (Greek or equivalent Foreign University Graduate), who must have at least a 14-year construction experience.

His Deputy – also an experienced Graduate Engineer (Greek or equivalent Foreign University Graduate) must have at least a 14-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.

14.4 One Chief of Worksite Office (Worksite Manager). He/she shall be a (University) graduate Civil Engineer with at least a 10-year construction experience.

The Worksite Manager 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 ATTIKO METRO S.A. 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.). The act of appointment of the Worksite Manager shall include or be accompanied by a statement whereby the aforementioned person accept his/her appointment.

The Worksite Manager is responsible for the workman-like, flawless and safe performance of the works in accordance with the approved Detailed Final Designs and for the introduction and implementation of the required protection 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 and/or to the Project.

14.5 At least one (1) Worksite Manager Deputy, 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 Deputy shall be a Graduate Civil Engineer respectively (Greek or equivalent Foreign University Graduate) having an at least 5-year construction experience or alternatively, he/she can be Technical Institute graduate of a respective specialty, possessing seven (7) years of similar experience.



CONDITIONS OF CONTRACT

14.6 ATTIKO METRO S.A. 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 ATTIKO METRO S.A.’s written approval.

14.7 ATTIKO METRO S.A. 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 ATTIKO METRO S.A. for the execution of the Project.

14.8 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.

Article 15 Contractor’s Personnel - Special obligations in personnel

15.1 In the framework of his obligations, as determined in articles 138 and 139 of Law 4412/2016, the Contractor is obliged to staff permanently his offices at the worksite with the specialized and experienced personnel necessary to manage, monitor and execute the Project, covering at least the requirements of the CC.

15.2 Within one month upon the Contract signing, the Contractor shall prepare and submit to ATTIKO METRO S.A. for approval a comprehensive Plan for the Management, Monitoring and Execution 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 Plan shall support the progress rate of the works, in line with the approved Time Schedule of the Project, it shall include the proposed system for the Management, Monitoring and Execution of the Project, the structure, organization and fields of responsibilities of the relevant rankings, the staffing of the rankings with scientific and other personnel and, finally, the equipment available for the operation of the aforesaid system. The Project’s Management, Monitoring and Execution rankings shall be headed by the Project Manager.

All members of the Contractor’s personnel, who will be engaged in the Management, Monitoring and Execution of the Project, shall possess the required experience - in constructing or administrative fields - in similar Projects depending on the position they will take in the rankings of the Management, Monitoring and Execution of the Project and the respective responsibilities, in line with the paragraphs of this article, and with article 14 herein.



CONDITIONS OF CONTRACT

The aforesaid Plan for the Management, Monitoring and Execution of the Project/ Organization Chart 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 qualifications and experience of each member of the personnel.

The Project's main personnel shall be graduate engineers and graduates of Higher Technical Educational Institutes. The Organization Chart shall be updated and be re-submitted for approval each time it is amended. The Contractor shall not be entitled to release any of its personnel members without ATTIKO METRO S.A.'s approval.

15.3 During the execution of the project, the Contractor is obliged to utilize the appropriate labor-technical personnel (experienced topographical crews' assistants, operators, drivers, technicians, laborers, etc.) possessing 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.

15.4 ATTIKO METRO S.A., at its judgment, may not grant its approval as regards any technical or administrative staff of the Contractor, if it deems that this staff does not possess the necessary qualifications or experience or that they are not suitable for the specific position.

15.5 ATTIKO METRO S.A. is entitled to request the Contractor to remove any member of his personnel, who is deemed in a well-justified manner inappropriate for the safe and workmanlike construction of the Project, as well as for improper behavior towards ATTIKO METRO S.A.'s personnel or third parties or for lack of cooperation.

15.6 ATTIKO METRO S.A. may, at its own judgment, revoke the written approval it granted to the Contractor's personnel, as described in Article 14 herein. In this case, the Contractor shall be obliged to remove the personnel in question and replace it with other employees, whose appointment shall be also subject to ATTIKO METRO S.A.'s written approval.

15.7 ATTIKO METRO S.A. is entitled to request manning of the worksite with additional personnel, if deemed necessary, at its own judgment.

It is strictly pointed out that acceptance in principle of the aforementioned executives of the Contractor in no way does it release the latter from his liabilities and obligations. The Contractor shall remain exclusively and severally responsible before ATTIKO METRO S.A. for the execution of the Project.

15.8 In addition to the Organization Chart, the Contractor shall also submit equipment-related data for the entire available equipment and Project

CONDITIONS OF CONTRACT

machinery to be included in the development of the worksite for the execution of the Project.

15.9 Team responsible for the Organization, Management - Coordination of the Designs and Management of the Interfaces of the Project

The Team responsible for the Organization, Management and Coordination of the Designs, and for the Management of the Interfaces of the Project shall consist in the following persons, as a minimum:

- 1) One University Graduate Civil Engineer
- 2) One University Graduate Architect Engineer
- 3) One University Graduate Mechanical or Electrical Engineer.

One of the aforesaid engineers shall be the Chief of the Team; he / she shall have ten (10) years of experience and at least three (3) years out of this experience in railway projects. The remaining engineers of the team will have six (6) years of experience and at least three (2) years out of this experience in railway projects.

Sufficient number of auxiliary staff (draftspersons and/or technologist engineers and/or other Engineers), as required, experienced in CAD.

15.10 Soil Investigation Works Personnel

In view of the execution of Soil Investigation (SI) works, the Contractor shall employ as a minimum the personnel described below, namely:

- 1) Chief of Soil Investigation Field Works: (as foreseen in Specification E101-83, Annex, paragraph 4, as supplemented via Ministerial Decision (MD) 6019, paragraph 2 published in FEK B' 29/11.02.1986), responsible for supervising the proper execution of boreholes and *in situ* tests; he/she shall be a Geologist (University Graduate) or Engineer (University Graduate) with at least five (5) years of experience in sampling boreholes and *in situ* tests.
- 2) Chief of Laboratory: (as foreseen in MD Δ14/οικ./108445 dated 16.05.14 paragraph 2 published in FEK B' 1450/05.06.2014; he/she shall be a Geologist (University Graduate) or Engineer (University Graduate) or a Technologist (University Graduate) with at least five (5) years of similar professional experience in the execution of soil/rock engineering laboratory tests. The Chief of Laboratory shall be responsible for signing the forms of the laboratory tests and shall have the overall responsibility for the technical details of the laboratory. In addition, he/she shall participate in the selection of samples for the performance of laboratory tests.
- 3) Chief of Engineering – Geological Descriptions: he/she shall be a Geologist (University Graduate) with at least five (5) years of professional experience in the engineering – technical soil and rock descriptions. He/she may be one of the aforementioned members of



CONDITIONS OF CONTRACT

personnel (Chief of Soil Investigation Field Works or Chief of Laboratory), as long as he/she possesses the qualifications required for both positions he/she holds. The Chief of Engineering – Geological Descriptions shall execute the engineering – geological descriptions of the borehole cores, in line with the paragraph 2A.B of this document.

- 4) Drilling Rig Geologists: (as foreseen in Specification E101-83, Annex, paragraph 4, and in P.D. 344/29.12.2000 (FEK A'297/29.12.2000), Article 15, paragraph 5): there shall be one (1) Geologist per Drilling Rig with at least 3 years of similar professional experience in the execution of sampling boreholes and *in situ* tests.
- 5) Drilling Rig Operators: one per drilling rig, with at least 5 years of similar professional experience in the execution of sampling boreholes.
- 6) Assistants: at least one per drilling rig.

15.11 E/M Works Personnel

The Contractor ought to ensure as a minimum the number and experience of the personnel described below, which shall be of full and exclusive employment.

1. Chief of E/M Works, Mechanical Engineer or Electrical – Mechanical Engineer with a fifteen (15)-year experience, as a minimum, out of which five (5) years shall be in E/M systems of railway projects.
2. Mechanical Engineer or Electrical – Mechanical Engineer with a ten (10)-year experience, as a minimum, out of which five (5) years shall be in mechanical systems of railway projects.
3. Electrical Engineer or Electrical – Mechanical Engineer with a six (6)-year experience, as a minimum out of which three (3) years shall be in electrical traction power systems of railway projects with an overhead power supply system.
4. Electrical Engineer or Electrical – Mechanical or Electronic Engineer with at least ten (10) years of experience, five (5) out of which shall be in weak current systems.

Sufficient auxiliary personnel [engineers, technologist engineers, technicians, etc.].

The number and specialization of the personnel shall be determined depending on the progress of the relevant works, so as to cover all works and requirements. This personnel shall act under the directions of the aforementioned executives.



CONDITIONS OF CONTRACT

15.12 Trackwork Personnel

The Contractor shall organize a trackwork team, which, as a minimum, shall consist in:

- 1) Chief of Trackwork – Civil Engineer with a ten (10)-year experience, as a minimum, out of which five (5) years shall be in Metro or Tramway trackwork activities.

Sufficient auxiliary personnel [Engineers, Technologist Engineers, Technicians, etc.]. The number and specialization of the personnel shall be determined depending on the progress of the relevant works, so as to ensure timely construction of the connections with the operating depot according to ATTIKO METRO S.A. Time Schedule and requirements. This personnel shall act under the directions of the aforementioned executives.

15.13 Topographical Service Personnel

The Contractor shall organize a Topographical Service, which shall be exclusively involved in the topographical works required for the Project and shall appoint the Person in Charge of the said Service, who shall be a (University) graduate Survey Engineer with a fifteen (15)-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 and process them with a 4-year experience in similar Projects of a respective magnitude and requirements. Alternatively, the heads of the crews can be Technical Institute graduates of a respective specialty, possessing seven (7) years of similar experience.

Especially with regard to the topographical crews, which shall conduct survey measurements to cover Trackwork related needs, their heads shall be university graduate Survey Engineers, possessing five (5) years of experience in projects involving special requirements and precise measurements, similar to those required for the survey works conducted in the framework of railway trackwork; these crews shall be necessarily approved by ATTIKO METRO S.A..

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.

15.14 Archaeological Works Personnel

The number of the archaeological personnel monitoring the archaeological excavations of the Project shall depend on the number of the locations where excavation works are executed simultaneously and the daily work-hours, both items included in the Contractor’s time schedule.



CONDITIONS OF CONTRACT

The necessary personnel (scientific, laborers/technicians) shall be hired further to the approval of the relevant archaeological instructions depending on the needs of the project.

15.15 Health and Safety Services at Work 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 Health and Safety Coordinator/Manager, the Occupational 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 contractual documents.

15.16 Personnel of the Quality Management Service

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 ten (10) years of construction experience. The Quality Assurance Person in Charge, the Quality Control Person in Charge and the Worksite Laboratory Person in Charge – under exclusive and permanent engagement status in the respective fields, shall report to the Quality Management Manager; the subject persons in charge shall be engineers and shall possess a well-proven training and at least 5 years of experience in issues pertaining to their respective fields or, 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.

15.17 Commissioning Team

In line with Specification GS0420 “TESTING AND COMMISSIONING (General Specifications), the Contractor shall organize a Commissioning Team in order to coordinate and manage all worksite activities related to testing and commissioning and shall appoint the Chief of the Team, who shall be a university graduate Electrical or Mechanical Engineer with a ten (10)-year experience, as a minimum, out of which three (3) years shall be in railway projects commissioning activities. This person shall cooperate closely with the responsible Department of ATTIKO METRO S.A. for the coordination of all activities, in line with the commissioning plan. The Commissioning Team shall be set up in time, in line with the provisions of the approved Time Schedule of the Project. The composition of the team shall be suggested by the Contractor and be approved by ATTIKO METRO S.A.



CONDITIONS OF CONTRACT

15.18 Staffing of the Teams mentioned above shall be effected depending on the progress of the Project, further to the Contractor’s proposal and ATTIKO METRO S.A.’s approval.

Article 16 Sub-Contracting Work - Substitution Prohibition

In case of a sub-contracting work, valid shall be the provisions of articles 165 and 166, Law 4412/2016.

The approval of the sub-contractor on the part of ATTIKO METRO S.A. does not in any way release the Contractor from his obligations or responsibilities, neither does it create any relationship between ATTIKO METRO S.A. and the Sub-contractor. The Contractor is exclusively and solely responsible for the Sub-contractor’s adhering to the terms and requirements of the Contract and is not released from his responsibilities and guarantees.

The Contractor shall not be entitled to be substituted for the construction of the entire Project or a part thereof without the prior written approval of ATTIKO METRO S.A.. With regard to the substitution, applicable shall be the provisions of article 164, Law 4412/2016.

Article 17 Supervision of the works by ATTIKO METRO S.A.

17.1 ATTIKO METRO S.A. 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 and namely, in line with article 136, Law 4412/2016.

17.2 The fact that ATTIKO METRO S.A. supervises the Project does not release the Contractor in any way from any responsibility deriving from his contractual obligations and the applicable legislation.

17.3 The supervision of the Project by ATTIKO METRO S.A. does not mean that there is a dependence relationship between ATTIKO METRO S.A. and the Contractor or his sub-contractors.

17.4 Should ATTIKO METRO S.A. 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 ATTIKO METRO S.A. from requiring the correction of the default work and/or its rejection, according to the provisions of article 159 of Law 4412/2016.

Article 18 Responsibility of the Contractor for the Safe Execution of the Project and the occurrence of damage

18.1 The Contractor is fully responsible for any loss, damage or wear that will be caused to the equipment, material or works of the Project, throughout its construction period and until its delivery to ATTIKO METRO S.A..



CONDITIONS OF CONTRACT

- 18.2** The Contractor is fully responsible for any bodily injury or death that may be caused to the persons he employs in the Project, as well as to third parties, and, thus, he should take all the necessary safety measures in view of preventing such events.
- 18.3** In addition, the Contractor has the exclusive liability for any damage that he will cause to a property of any third party 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.
- 18.4** Should ATTIKO METRO S.A. 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.
- 18.5** There is no dependence relationship between ATTIKO METRO S.A. and the Contractor, his personnel or his sub-contractors.

Article 19 Insurance

19.1 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.

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 third countries that have signed and ratified the Public Contract Agreement

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.

A Certification of the insurances companies shall be submitted by the Contractor to ATTIKO METRO S.A. within five (5) calendar days prior to the contract signing, for the insurance coverage of the Project, in accordance with the terms of this article. CC. The original insurance policies shall be submitted by the Contractor within a twenty (20)-calendar day deadline upon the Contract signing, along with the proof of payment of the first installment of



CONDITIONS OF CONTRACT

premiums. The insurance policies shall be necessarily agreed upon with the terms stipulated in this article.

The insurance policy (-ies) of third party civil liability that may be required for covering the Contractor against third party liability, due to the execution of maintenance, 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 ATTIKO METRO S.A. by the Contractor fifteen (15) calendar days prior to the commencement of the respective works related to maintenance, repair, etc.

19.1.1 Insurance of personnel

The Contractor has to insure in EFKA and the remaining social security organizations, in line with the applicable legislation, all the personnel employed by him or by his sub-contractors in the Project, under any capacity and any contractual relationship who shall be engaged in the Project. 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.

19.1.2 Insurance of machinery

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

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

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 ATTIKO METRO S.A. for the cases of *force majeure* or accident, any damage or entire/partial loss of vehicle or machinery to be used in the Project.

19.1.3 Insurance of Materials

The Contractor has to insure the full value - and against all risks (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 ATTIKO METRO S.A..

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.



CONDITIONS OF CONTRACT

19.2 Insurance of the Project against all risks

19.2.1 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 also the full cost for the replacement of any kind of materials that may be provided by ATTIKO METRO S.A. 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.

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 all risks (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 ATTIKO METRO S.A.; in other words, ATTIKO METRO shall be co-insured.



CONDITIONS OF CONTRACT

19.2.2 Duration of insurance

The insurance coverage shall commence upon contract signing and shall expire on the date of issuing the Work Completion Certificate of the Project.

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

Past the deadline of the issuing the Work Completion Certificate, a similar insurance coverage shall be also provided for the completed Project until completion of the maintenance works as per the Contract terms.

During maintenance, insurance coverage shall be provided for any risk related to:

- (a) those engaged in the Project throughout the duration of the works carried out for meeting the Contractor's obligations as per the Contract terms, as well as
- (b) for losses, damage or failures occurring during maintenance due to a cause dating back to the construction period.

19.2.3 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 ATTIKO METRO S.A. for this purpose.

If ATTIKO METRO S.A. 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 ATTIKO METRO S.A. and the insurance company accepts and is obliged henceforth to pay the relevant compensation to ATTIKO METRO S.A. following the latter's application for this purpose”.

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

19.3 Third Party Civil Liability Insurance

19.3.1 Insurance scope

This insurance shall cover the Contractor's Third Party Civil Liability, so that the insurance company shall have to pay compensation sums to third parties for bodily injuries, sorrowful or moral injury and injury and material damages to movable or fixed property and/or animals, caused during and on account of



CONDITIONS OF CONTRACT

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.

19.3.2 Insurance duration

The insurers' liability shall commence upon the Contract signing and shall expire upon the completion of the Project maintenance, as per the contract terms. Past the deadline of issuing the Work Completion Certificate, the compensation limits can be reduced by a percentage of 40% of the initial amounts.

19.3.3 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:

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

1,000,000.00 EURO

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

500,000.00 EURO

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

1,000,000.00 EURO

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

3,000,000.00 EURO

It is mutually agreed that the insurance company shall be exempted a minimum amount of 3,000.00 EURO In any case, the aforementioned expenses related to these exemption limits shall be borne by the Contractor.



CONDITIONS OF CONTRACT

19.3.4 Special terms of the civil liability insurance policy

This insurance policy shall include the following special terms:

19.3.4.1 ATTIKO METRO S.A., 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.

19.3.4.2 The insurance company has to refute any case raised against the Contractor or ATTIKO METRO S.A. 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.

19.3.4.3 The insurance policy also covers ATTIKO METRO S.A.'s liability resulting from article 9.22 of the Civil Code (employer's liability).

19.4 General terms concerning all insurance policies

All insurance policies shall necessarily include the following general terms:

19.4.1 ATTIKO METRO S.A. shall be co-insured.

19.4.2 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 ATTIKO METRO S.A. sixty (60) calendar days beforehand.

19.4.3 The insurance company waives any of its cross action rights against ATTIKO METRO S.A., 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.

19.4.4 In case the Contractor does not fulfill his obligations against the insurance company, then the latter cannot cancel the insurance policy if ATTIKO METRO S.A. has not been notified on this issue for it (ATTIKO METRO S.A.) to pay the premium that will be deducted from the amount payable to the Contractor.

19.5 General obligations of the Contractor concerning the insurance

19.5.1 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.

19.5.2 The Contractor must be adhering to the terms etc. stipulated in the insurance policies and compensate ATTIKO METRO S.A. for any loss and requirements that may occur due the Contractor's failure to comply with 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 ATTIKO METRO S.A.'s final approval.



CONDITIONS OF CONTRACT

19.5.3 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.

19.5.4 In case the Contractor omits or neglects fulfillment of the above insurance obligations or the insurance policies he concluded are judged by ATTIKO METRO S.A. 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, ATTIKO METRO S.A. shall act through an irrevocable order and on behalf of the Contractor, on condition that this case relates to ATTIKO METRO S.A.'s benefit.

Additionally, in case the Contractor neglects or deliberately fails to pay to the insurance company the premiums due, ATTIKO METRO S.A. 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.

ATTIKO METRO S.A. 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.

19.5.5 In case the insurance company with which the Contractor concluded the above insurance policies omits or refuses to pay off (totally or partially) any damage etc. for any reason or cause whatsoever, the Contractor is exclusively responsible for the payment of the not paid damage or injury etc. according to the terms of the contract and ATTIKO METRO S.A. 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.

19.5.6 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 ATTIKO METRO S.A. due to the interruption and the cost for this insurance shall be borne by the Contractor.

Article 20 Contractor's Designs

ATTIKO METRO S.A. 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 ATTIKO METRO S.A., the Contractor has already checked, at his own responsibility and expenses, their entire content, he has



CONDITIONS OF CONTRACT

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 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.

20.1 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 ATTIKO METRO S.A.;
- b) prepare the required Designs for the works, including any supplementation and adaptations to the Information Data provided by ATTIKO METRO S.A., 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;
- 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.

20.2 The Contractor's Designs shall be compiled based on the requirements of ATTIKO METRO S.A.'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 GS0101 "Drawing Office Manual and Codification of Tramway Works" (General Specifications). More precisely, with regard to the PUO networks and facilities, applicable shall be the particular provisions of article 13 and, as regards the Archaeological Works, the particular provisions of article 9 herein shall be in force.

As regards the greater area of the project, there is an older topographical survey, which is included in the contract documents.

In the framework of preparing the project related designs, the Contractor shall check and verify the precision and completeness of the information provided to him regarding any section of the project and shall execute all topographical works required for the revision, updating and preparation of new topographical diagrams, as well as for the expansion and complementation of the subject surveys in any area this may be required.

The EGSA Reference System shall be utilized for all contract related works.

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



CONDITIONS OF CONTRACT

20.3 The approval by ATTIKO METRO S.A. 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).

20.4 “As built” Drawings

Upon completion of the Project related works 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 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 ATTIKO METRO S.A. 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 “DESIGN REQUIREMENTS” (General Specifications).

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.

Article 21 Topographical Works

21.1 The Contractor’s obligations to use appropriate equipment also include the topographical equipment, which will be on site the Project on a constant basis; 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



CONDITIONS OF CONTRACT

the CW Design Specifications, article 9 and shall be submitted to ATTIKO METRO S.A. for approval.

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

- All topographical works described in Article 12 of the Design Specifications for Civil Works.

- Complete inventory of the existing features for the areas to be occupied for the Project needs, as per Article 6 of the Design Specifications for Civil Works, as well as any supplementary topographical survey of the initial surfaces that may be required,.

- All required submittals, as these are described in the aforementioned articles 6 and 9 of the Design Specifications for CW, as well as in Specification GS0200 “DESIGN REQUIREMENTS” (General Specifications).

21.2 The instruments for the measurements, the accuracy of the measurement their calculation methods and the software to be used shall be in accordance with ATTIKO METRO S.A. specifications and shall be submitted each time for ATTIKO METRO S.A.'s approval.

21.3 In addition, whenever and if so requested, the Contractor is obliged to provide ATTIKO METRO S.A. with personnel, instruments and assistants and facilitate the Service for conducting checks throughout the construction phases. Moreover, he is obliged to submit to ATTIKO METRO S.A. all data related to measurements and calculations and all drawings (in printed and digital form).

21.4 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 22 Project Diary

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

22.2 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.

22.3 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 ATTIKO METRO S.A. prior to their being used by the Contractor.



CONDITIONS OF CONTRACT

22.4 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 ATTIKO METRO S.A. 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.

22.5 On a daily basis, the Contractor is obliged to submit one (1) signed copy of the duplicate of the aforesaid Diary to ATTIKO METRO S.A.'s Supervising Authority.

22.6 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 23 Measurements

23.1 With regard to the measurements, the provisions of article 151 of the applicable Law 4412/2016 are in effect, in general.

23.2 The following are additionally stated:

23.2.1 ATTIKO METRO S.A. is entitled to refuse the recording of any defective works or inappropriate materials in the measurement sheets.

23.2.2 The recording of the measurement data in the measurement sheets in no case does it constitute evidence that the works are satisfactory or that the incorporated materials are appropriate. Any defects, errors or omissions shall be checked and handled by the provisions of the Contract (articles 27, 36, 37 and 38 of the CC and the Technical Specifications).

23.2.3 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 ATTIKO METRO S.A. only if, it is proved and in its judgment, these lower geometrical dimensions do not jeopardize the safety or operation of the Project 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, the contractual price shall be reduced depending on the non-executed quantity of work at the price to derive in accordance with the provisions of article 7 herein;
- 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,



CONDITIONS OF CONTRACT

then the dimensions of the approved design shall be taken into consideration for the measurement and payment, unless there is a written order of ATTIKO METRO S.A. for the greater dimensions.

It is stressed that the geometrical dimensions and/or quantities foreseen by ATTIKO METRO S.A.'s Tendering Design are indicative and that the final dimensions shall ensue from the approved Detailed Design.

23.3 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 42 herein - this Log being considered as integral part of the final measurement.

In case all the above are not submitted in due time, a special penal clause is imposed, according to paragraph 6 of article 151 of Law 4412/2016 and, in general, the provisions of the said provision.

Article 24 Advance Payment - Accounts – Certificates – Retention - Contractor's Percentage Payments Table – Revision of Prices

24.1 Advance Payment

An interest-bearing advance payment equal to ten percent (10%) of the Value of the Contract, without including the amounts for revision and VAT, in line with the provisions of article 150, Law 4412/16, is foreseen to be granted to the Contractor - either on a lump sum basis or in part - upon his request.

The aforementioned advance payment shall be paid after installation of the worksite by the Contractor of the Project.

The terms governing the granting, return, retention of interest, etc. of the advance payment shall comply with the applicable terms of article 150, Law 4412/16.

It is stressed that the good performance guarantee covers the provision to the Contractor of an Advance Payment of an equal amount without the requirement for the submission of an advance payment guarantee. Therefore, the Contractor shall submit an advance payment guarantee for the balance between the amount of the good performance and the amount of the advance payment guarantee. The advance payment guarantee shall be compiled in line with Sample A.1 or A.2 of Annex (A) attached hereto in the Greek or the English language respectively.

24.2 Accounts – Payment Certificates - Retention

24.2.1 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 ATTIKO METRO S.A. suggestions. The said accounts shall be also submitted in digital files, so that it can be easily processed by ATTIKO METRO S.A..



CONDITIONS OF CONTRACT

24.2.2 All relevant documentation shall be also attached to the accounts, according to article 152 of Law 4412/2016 along with the following deductions:

- A deduction of 0.07% that will be calculated on the value of each payment pro taxes and retention of the initial contract, as well as of each supplementary 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 each time). It is clarified that the amount withheld shall be charged with a 3% duty stamp and with a duty stamp in favour of OGA (Agricultural Insurance Organization), calculated as 20% on the amount of the duty stamp;
- 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 (article 36, paragraph 6 of Law 4412/2016). This deduction shall be charged with the respective duty stamp and with the duty stamp in favour of OGA. The time, method and procedure for the deduction of the aforesaid amounts, as well as any other matter required for the implementation of the subject deduction depends on the issuance of the joint ministerial decision of the Minister of Economy, Development, and Tourism and Finance, stipulated in paragraph 6, article 36 of Law 4412/2016.
- any other lawful retention in favour of third parties that may arise, on the basis of the legislation.

24.2.3 Following the checking of the accounts by ATTIKO METRO S.A. and any correction made in them, the Contractor is obliged to submit immediately the various documentation, such as retention, tax office record etc. required by Law 4412/2016 and the remaining applicable legislation, so that the accounts may be approved by ATTIKO METRO S.A. and constitute the certificates for the payment of the Contractor.

The invoices shall be issued in the name of the contracting company / Consortium, they shall have been lawfully drafted, as imposed by the Tax legislation, they 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.

24.3 Contractor's Percentage Payments Table

24.3.1 The Contractor's Percentage Payments Table, attached hereto, constitutes the Contractor's compensation mechanism and shall be the basis on which the monthly payment certificates shall be prepared. As regards both Civil and



CONDITIONS OF CONTRACT

E/M Works, this Table contains a breakdown into basic works on a percentage basis on the overall CW E/M works of the Project, respectively.

As regards Civil Works, the sum up of the percentages (%) of the basic work equals the unit. Similarly, as regards the Electromechanical Works, the sum up of the percentages (%) of the basic works equals the unit and, as regards Trackwork, it equals also the unit. The sum up of the percentages (%) of all individual parts (CW & E/M & Trackwork) as to the overall Project equals also the unit. The revision articles on the basis of which the resulting amounts shall be revised are determined in all basic works.

It is clarified that all basic works of the Contractor's Percentage Payments Table include in a converted form all the works of the Lump Sum Price that concern either the entire Project (e.g. Designs, Investigations, Survey Recordings, Traffic Arrangements, Worksite Installations, etc.) or sub-sections of the basic works (e.g. concreting, reinforcements and formwork related activities for Platforms – Walkways, etc.).

- 24.3.2 It is stressed that the works not referred to in the allocation and/or description of the works in the aforementioned table are included in a converted form in the Lump Sum Price.
- 24.3.3 The Contractor's Percentage Payments Table constitutes the basis for the compilation of the monthly certificates. However, under no circumstances can this Table constitute the mechanism for the compilation of New Work Unit Prices.
- 24.3.4 Sixty (60) calendar days, at the latest, following the Contract signing, the Contractor shall submit to ATTIKO METRO S.A. for approval the Contractor's Percentage Payments Table with a more detailed analysis of the work, taking into consideration the stipulations of paragraph 11.2 above. The submission of the aforesaid analysis intends to facilitate the Contractor's payment and constitutes the precondition for his compensation.
- 24.3.5 The Contractor is obliged to submit – on a regular basis – a more detailed Percentage Payments Table, taking into consideration – as far as its analysis is concerned – the progress of the works. ATTIKO METRO S.A. will review, correct – as required – and approve the subject Percentage Payments Table.
- 24.3.6 It is particularly stressed for the compilation of the subject Table that, as to the payment of Electromechanical works,
- i) a percentage of 65% shall be paid for the materials and equipment transported on site of the Project. The precondition for paying the aforesaid percentage is the approval of the relevant designs;
 - ii) a percentage of 20% shall be paid for the installation of materials and equipment;
 - iii) a percentage of 15% upon the successful completion of all tests, the commissioning of the systems, the deletion of all Punch List items, the training of the personnel and the submission of “as-built” drawings and the operation and maintenance manuals.



CONDITIONS OF CONTRACT

For the aforementioned materials and equipment to be included in a Payment Certificate, they should concern works to be executed within the subsequent semester.

24.4 Revision of prices

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

Article 25 Worksite Areas

25.1 At the locations to be approved by ATTIKO METRO S.A. and permitted by the competent authorities, 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.

ATTIKO METRO S.A. 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.

In addition, the Contractor must prepare with accuracy and detail and submit the inventory of the existing features of the areas to be occupied, as well as the drawings for their reinstatement / configuration.

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 any required temporary occupations.

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 General Specifications (Volume I).

25.2 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.

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.

25.3 The Contractor must proceed to all necessary actions in communication with the responsible agencies and with ATTIKO METRO S.A.’s consent for re-installations or relocations of any installations and/or structures belonging to



CONDITIONS OF CONTRACT

the Municipalities, other agency or persons, such as relocation and re-installation of electrical switchboards, small structures, signs, sheds, removal of any obstacles 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 ATTIKO METRO S.A..

25.4 For any worksite area, the Contractor shall submit for approval to ATTIKO METRO S.A. 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 to the Church of Aghia Paraskevi or the adjacent KTEO 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 ATTIKO METRO S.A..

The work for the implementation of these accesses and of the worksite installations and structures shall include the removal of any material and overlaying structure disposed in the area to be used, the reinstatement – in line with the contractual provisions - (after the completion of the works) dismantling of the foundations fences, walls and other surface structures, the reinstatement of any elevation differences along them, the abolishment/demolition of any temporary structure or ancillary work, asphalt laying work, as well as any other activity required.

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.

25.5 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,

as these have been described in this article, in the Technical Description and in Specification GS 0200 (General Specifications).



CONDITIONS OF CONTRACT

In addition, it must be ensured that the content of paragraph 25.7 of this article, as well as the stipulations of article 40 herein have been taken into account.

- 25.6** As regards the worksite fencing, the Contractor is obliged to implement a program for improving the aesthetics of the fencing, to be annually renewed (new message and creative part), in line with the provisions of the Document entitled “Material and Workmanship Specifications for CW”, Article 01535 Worksite Temporary Fencing. The related manufacturing, implementation and maintenance cost shall be borne by the Contractor, while the themes shall be given by ATTIKO METRO S.A. in electronic format.
- 25.7** On a 24-hour basis, seven (7) days a week and throughout the duration of the Project, the Contractor shall provide protection/ guarding of the construction worksite and any archaeological works, worksite installations and offices including ATTIKO METRO S.A.’s offices by employing security personnel working on the basis of an exclusive employment contract.
- 25.8** There might be certain interfaces between the Contractor’s work and other activities to be executed during the same time period by other Contractors in the Project area, primarily taking into consideration the development of Hellinikon (Metropolitan Pole of Hellinikon-Agios Kosmas) by the Company HELLINIKON S.A. or by its subsidiary company or by third parties to whom execution or commercial utilization is conceded. The Contractor of the Project shall be obliged to provide access to them whenever deemed necessary, 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.
- 25.9** The initiation of the operation and the dismantling/removal of each worksite facilities/structures and the complete reinstatement of the areas occupied by the aforesaid facilities/structures, 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.
- 25.10** The Contractor is obliged to proceed with the reinstatement of the occupied worksite areas of the stations, exits, shafts, etc., as well as with the reinstatement of the PUO network diversions, the traffic diversions, etc., which shall be performed in accordance with final drawings for the areas reinstatement, as well as with the final configuration of the elevations of the streets at the perimeter, as approved by ATTIKO METRO S.A., and in line with the stipulations of the contractual documents and/or drawings and the approved town plan, securing adaptation to the surrounding areas.
- 25.11** All the aforementioned Contractor’s obligations shall be fulfilled through the Contractor’s diligence, responsibility and at his expenses, while the relevant cost is included in a converted form in his Financial Offer.



CONDITIONS OF CONTRACT

Article 26 Worksite Installations - Contractor’s Structures and Equipment

- 26.1** The Contractor is obliged, within the areas to be made available to him by ATTIKO METRO S.A. to proceed to the construction of a fully equipped worksite offices for use by ATTIKO METRO S.A., according to the requirements of the General Specifications and by the Contractor as well by the Archaeological Department. The Contractor’s worksite office shall be installed at the locations of the Project, as indicated by ATTIKO METRO S.A., and – as a minimum – in the areas accommodating An ATTIKO METRO S.A.’s worksite office.
- 26.2** 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.
- 26.3** 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. In addition, he is obliged to proceed to all connections, disconnections and PUO supplies required for this Project.
- 26.4** The PUO consumption bills, along with the relevant charges (taxes, fees, etc., collected through these bills) shall be borne by the Contractor.
- 26.5** In any case, the dismantling and the removal of the installed equipment of the PUO worksite supplies constitute the responsibility and obligation of the Contractor of the Contract.
- 26.6** The Contractor shall see to the safeguarding of all materials, machinery, tools, drawings, documents and any other object, etc. that belong to ATTIKO METRO S.A., 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 on a daily basis (24/7). 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.
- 26.7** 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 Specification GS0450 “CLEANING WORKS” (General Specifications).

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



CONDITIONS OF CONTRACT

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 ATTIKO METRO S.A. 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 ATTIKO METRO S.A. as useless or harmful for the subsequent operation (e.g. temporary retaining piles), to level the areas where the aforesaid were placed or installed, to deliver the worksite areas fully cleaned at the condition they were handed over to him, unless otherwise indicated by ATTIKO METRO S.A., and, in general, to introduce all necessary measures for the delivery and unobstructed operation of the Project, as per the terms of this Document. The dismantling of any auxiliary work and temporary structures shall be performed until they are founded.

Further to ATTIKO METRO S.A.'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 ATTIKO METRO S.A.'s written instructions, then these works shall be executed to the detriment of the Contractor and shall be deducted from his subsequent payments.

- 26.8** 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.
- 26.9** The Contractor shall pay all municipal fees and taxes, power, water and any other PUO consumption related expenses, for all worksite areas, as well as all expenses regarding the operation (office stationery), maintenance and cleaning of the worksite areas.
- 26.10** The Contractor is also obliged to see to the maintenance, daily cleaning and keeping his worksite offices, as well as the worksite offices required for any archaeological works and those of ATTIKO METRO S.A. in good condition, as well as to the supply of all consumables and equipment required for the functioning of the subject offices. In addition, the Contractor shall be obliged to provide additional sanitary facilities, in case of increase in ATTIKO METRO S.A.'s or the Contractor's number of personnel (including those required for any archaeological works), in view of securing the hygiene related requirements throughout the duration of the Project.
- 26.11** Prior to the commencement of the contract works, the Contractor shall submit to ATTIKO METRO S.A. a list with the E/M equipment of the worksite; this list shall contain the technical characteristics of this equipment, as well as its guaranteed performance. If, for any reason whatsoever, ATTIKO METRO S.A. deems that the aforesaid equipment cannot ensure the quantitative and qualitative construction of the Project within the prescribed time schedule and in the framework of the Contractor's contractual responsibilities, in general, then ATTIKO METRO S.A. may order the immediate replacement or supplementation of this equipment. The Contractor ought to comply immediately with the above.



CONDITIONS OF CONTRACT

26.11 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 27 Laboratory Tests

27.1 Laboratory tests shall be performed by independent Accredited Laboratories, to be approved by ATTIKO METRO S.A..

The Contractor shall submit to ATTIKO METRO S.A. for approval a complete description of the laboratories, devices, items of equipment, personnel, as well as of the independent Accredited laboratories certificates (licenses)..

In case tests and/or investigations are carried out in foreign laboratories, then the Contractor shall be obliged to cover all expenses of the Supervising Authority's representatives.

27.2 The utilization of the accredited quality control laboratories to be approved by ATTIKO METRO S.A. shall be integrated in the Contractor's contractual obligations for the quality control of the Project.

27.3 The results of the tests from the Accredited Laboratories related directly with the progress of the Project (e.g. project specimens crushing results, compaction tests results, etc.) should be submitted to ATTIKO METRO S.A. as soon as possible.

With regard to tests related to concrete, shotcrete and aggregates, asphalt-concrete, compactions, etc., a monthly report of the laboratory shall be submitted, within a month upon execution of the tests, including the test results, as well as their statistical analysis, where required.

The results of any tests, which are required by the Contract documents and the Specifications and are not described above, shall be submitted to ATTIKO METRO S.A. as soon as possible.

27.4 The Contractor is obliged to allow the entrance of ATTIKO METRO S.A.'s authorized representatives at the laboratories for monitoring the tests to be performed therein.

27.5 The number of the checks that will be performed should be mandatorily equal at least in nature and in number to the checks provided for in the Project's specifications, ATTIKO METRO S.A.'s directions and the applicable Regulations. In case of discrepancies among the contract documents or standards/ procedures, then the maximum number of tests shall be performed.

The Contractor shall be responsible for the complete execution of the necessary number of checks. Should the number of the tests performed be less than the number of the tests provided for in the Contract and the



CONDITIONS OF CONTRACT

specifications, then ATTIKO METRO S.A. reserves the right to impose on the Contractor relevant reductions on his future payments.

- 27.6** The Contractor is obliged to maintain in the worksite all instruments or devices deemed necessary for the conduct of the daily measurements, as well as the respective specialized personnel.
- 27.7** The Contractor ought to notify ATTIKO METRO S.A. in time on the factories (in Greece and abroad), where parts of the equipment to be integrated in the Project or be utilized for the construction of the Project shall be manufactured.
- 27.8** The Contractor shall propose to ATTIKO METRO S.A. a visit, testing and acceptances program in the factories with which he cooperates. This program shall include the participation of representatives or external partners on the part of ATTIKO METRO S.A.; whose overall expenses shall be covered by the Contractor.
- 27.9** Controls and measurements may continue to be performed after the completion of the Project and until its final acceptance, should ATTIKO METRO S.A. request so.
- 27.10** It is stressed that the concrete to be used in the Project is assumed to be “Worksite Concrete” and that ATTIKO METRO S.A. has the complete control and full responsibility for monitoring the production throughout its phases.
- 27.11** 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 28 PUO Connections - Access Roads – Worksite Signage

- 28.1** The Contractor shall be required to ensure the worksite connections with the PUOs (DEDDHE, OTE, 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 worksite 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.
- 28.2** The Contractor shall ensure electrical power from DEDDHE 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 DEDDHE to secure power from the national network, or in case the network sustains a damage or blackouts during the construction of the Project.



CONDITIONS OF CONTRACT

- 28.3** The Contractor is responsible for strict adherence of the safety regulations of the several Organizations (DEDDHE, OTE, , EYDAP. etc.) for the payment of the bills according to the measurements performed by the aforementioned Organizations, based on the applicable bills containing the subject charges..
- 28.4** 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. 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.
- 28.5** 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, persons employed by the Contractor as traffic policemen 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 the worksite 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.
- 28.6** All works related to the installation, dismantling, relocation of traffic lights (CW – E/M Works) and works related to the implementation of new signaling programs shall be executed by the Contractor in co-operation with the Authorities concerned.
- 28.7** The preparation of the required traffic designs, as well as the execution of the respective works shall constitute the Contractor's responsibility.
- 28.8** 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.
- 28.9** Apart from the items determined above, it is noted that the Contractor is obliged to place additional informative and indication signs with the Project's details, on a metal structure, which shall be installed in the worksite of the Project at locations to be indicated by ATTIKO METRO S.A., in line with the



CONDITIONS OF CONTRACT

provisions of the Document entitled “Material and Workmanship Specifications for CW”, Article 01535 “Worksite Temporary Fencing”.

Article 29 Special Terms for the Worksite Electromechanical Installations

29.1 The Contractor shall install near every machinery, device, instrument etc. an informative sign stating in Greek its name, as well as operation and maintenance instructions.

29.2 The Contractor shall equip all his crews with complete sets of modern tools for the execution of the works. They should have an excellent quality and structure and their type has to be approved by the Ministry of Development.

Their steel parts have to be earthed according to their operation specifications.

29.3 All temporary electrical installations concerning the movement and lighting of the Contractor, including the switchboards, sub-switchboards, cables, transformers etc. of any voltage, shall meet the regulations in effect with his exclusive responsibility for their proper and safe operation.

29.4 It is generally pointed out that the Contractor’s liability consists in the execution of the works for the E/M installations, not only in a method concurrent with the requirements of the applicable specifications, but also in a method ensuring the final result of the good and safe operation of the installations.

For installing equipment in the worksite areas, the Contractor shall identify the necessary protection measures that have to be implemented on the machinery, equipment / cabling, etc., so as to avoid failures and interruptions, in case of lightning or consequent serious induction phenomena.

29.5 All areas and work positions shall have adequate lighting for the safe execution of the works and the movement of personnel and materials.

External lighting shall provide adequate illumination to all areas and especially the areas requiring more lighting for safety reasons.

29.6 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 30 Health and Safety during the construction of the Project

30.1 The Contractor is exclusively responsible for adhering to the pertinent legislation 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 in any way whatsoever, ATTIKO METRO S.A.’s personnel, the persons authorised by ATTIKO METRO S.A., and any third party.



CONDITIONS OF CONTRACT

- 30.2** 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 ATTIKO METRO S.A. 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.
- 30.3** 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.
- 30.4** 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.
- 30.5** If the Contractor fails to meet the aforementioned obligations, ATTIKO METRO S.A. shall be entitled to prohibit the employment of the aforementioned personnel in the Project.
- 30.6** As to the remaining parts, applicable shall be Specification GS 0750 HEALTH & SAFETY SPECIFICATIONS (General Specifications).
- 30.7** 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 31 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, as these are applicable each time or as these are re-adjusted in the time period when the pertinent works are executed.

The Contractor is responsible to adhere to the approved Environmental Terms of the Project (Decision no. Α.Π. 105061-29/08/2001: “Modern Tramway in the Athens Area”, , as amended via Decision no. Α.Π. /οικ.203853/14.12/2012: “Modification and Extension of the Validity of the Environmental Terms pertaining to the Athens Tramway” and as foreseen in the Modification – Updating Envelope 2011, which are attached to the Conditions and Contract and constitute an integral part thereof.

More specifically, the Contractor’s obligations to meet the environmental requirements during the construction of the Project also include the stipulations of the Specification GS0180: “Designs and Measures in view of



CONDITIONS OF CONTRACT

Addressing the Environmental Impact during Construction”, (General Specifications).

Article 32 Adherence to Laws, Police Regulations - Issuance of Permits

32.1 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. co

32.2 Being responsible for adhering to the laws etc., the Contractor is obliged to inform ATTIKO METRO S.A. 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.

32.3 In addition, the Contractor is obliged to issue at his own care, responsibility and expense any permit foreseen by the above Laws, decrees etc. and required for the execution of his works.

Prior to the submittal of any request on the part of the Contractor related to the above permit, ATTIKO METRO S.A. shall be informed in order to provide its concurrence for its issuance.

Article 33 Particular Obligations of the Contractor for overtime, night work - and work during days off and holidays

33.1 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.

33.2 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. In case of executing such works, the Contractor is not entitled to ask for additional compensation. During the execution of such works, the Contractor is obliged to secure the relevant permits and comply with all Laws and provisions, such as police provisions, regulations, etc. pertaining to such works. Should the Contractor be unable to secure an approval for working overtime, this will not constitute a reason for extension to the deadlines for the execution of the Project. Should ATTIKO METRO S.A. consider that overtime or night work or work during days off and holidays is necessary, the Contractor is obliged to proceed to the execution of the above-mentioned works without raising objections and without receiving any particular compensation.

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



CONDITIONS OF CONTRACT

- 33.4** When scheduling the execution of the Project, the Contractor should take into consideration the legislation in force concerning noise pollution and resting hours in the areas where works are being executed. During resting hours and during the night, executing works causing disturbance should be avoided and, should these be necessary, adequate measures should be taken in order for the disturbance in question to be avoided.

Article 34 Aggregates - Inappropriate and Redundant Material dumping areas

- 34.1** All used quarry aggregates must bear the CE marking, in line with MD 6690/2012 (FEK 1914/B/15.06.2012)

- 34.2** First of all, the Contractor shall investigate the possibility of using the Project's excavation spoils for the creation of aggregates. If the Project excavation spoils are deemed unsuitable or insufficient, approved quarries shall be used as a source for aggregates supply.

- 34.3** Before any source of aggregates is used, the Contractor is obliged to make sure, at his own cost, that the material shall be examined by a laboratory approved by the pertinent State's Agency in order to ascertain its suitability.

- 34.4** The Contractor shall be fully responsible for the excellent quality of every kind of aggregates integrated in the Project. Excellent quality means satisfying all requirements set by the contract documents and the respective legislation.

ATTIKO METRO S.A. is entitled to control in its judgment and at any time the quality of the aggregates, while the Contractor is obliged to pay the cost of the “laboratory checks” to be required, without being released from his responsibilities for the quality and suitability of every kind of aggregates integrated in the works.

- 34.5** As regards the management of redundant excavation spoil, it shall be checked in terms of quality at the Contractor's responsibility and shall be categorized as aggregates, dangerous or non-dangerous on the basis of the European Regulations 33/2003. Depending on its characterization and in accordance with the current National and Community Legislation, it shall be transported at the Contractor's care and, disposed in proper areas, as defined by the competent authorities, the legislation in force and the environmental terms of the Project.

- 34.6** In any case, the Contractor shall be exclusively responsible to find suitable excavation spoil disposal sites or to secure an environmental license for the disposal of excavation spoil, according to the stipulations of the applicable legislation and on the foreseen preconditions (e.g. Law 3040/11).

- 34.7** The Contractor shall be responsible for all actions required (e.g. preparation of the necessary designs), for obtaining the necessary permits and managing the materials (transportation - regardless of the distance – quality control, improvement, disposal, spreading, etc.) in the framework of the Project.



CONDITIONS OF CONTRACT

34.8 The Contractor shall be fully liable for all the aforementioned activities, whose expenditure is included in a converted form in the Contract Price.

Article 35 Ownership of the materials

35.1 With the exception of the archaeological finds that belong to the Greek State, ATTIKO METRO S.A. retains the ownership of materials of any nature that may arise from the excavation work or other activities of the Contractor's or his subcontractors'.

35.2 The Contractor is obliged, without any particular compensation, to proceed to their removal and their disposal to appropriate areas, as foreseen by the relevant Specifications and in compliance with the relevant legislation, including the materials for temporary retaining measures that are utilized in the Project.

Article 36 Preliminary Approvals / Ordering of Materials, Devices, Equipment Ready Made Products

36.1 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, the Contractor is obliged, before placing an order, to submit for approval to ATTIKO METRO S.A. Material Submittal Sheets (MSS) that have to be fully documented and in line with the requirements of the contractual documents and the drawings, 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.

36.2 The above data and drawings shall be submitted in line with the stipulations of the General Specification GS0200 DESIGN REQUIREMENTS, within a 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.

ATTIKO METRO S.A. 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 the “General Specifications”.

36.3 The approval of technical items of these scopes by ATTIKO METRO S.A. 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.



CONDITIONS OF CONTRACT

36.4 Any delay that may occur from any erroneous selection of items by the Contractor, their rejection by ATTIKO METRO S.A. and re-submittal with new data shall not constitute a reason for the Contractor to request an extension to the deadlines of the Project.

36.5 Prior to the commencement of each work, the Contractor shall deliver to ATTIKO METRO S.A. samples of the aforementioned items, which he shall include in the Project, together with the names 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.

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.

36.6 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.

36.7 ATTIKO METRO S.A. 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.

36.8 With regard to the main E/M equipment, factory tests shall be performed as provided for by the specifications and the approved technical documents, in order to ensure the full compliance with them, in the presence of ATTIKO METRO S.A., provided that it may be present, otherwise relevant certificates shall be issued. The cost related to the aforementioned tests, including the cost of ATTIKO METRO S.A. representatives' or external partners' attendance, shall be borne by the Contractor.

Article 37 Quality Assurance and Quality Control of the Project

37.1 Project Quality Control, as regards both dimensions and quality of the items to be incorporated in the Project as per article 36 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 4 herein, the provisions of Law 4412/2016 and the relevant legislation.

37.2 All controls, foreseen by the Contract documents and the technical specifications, codes, etc., referred to therein, shall be conducted at the Contractor's care, responsibility and cost, in line with the particular stipulations of Article 27 herein.



CONDITIONS OF CONTRACT

37.3 The Contractor shall be obliged to submit to ATTIKO METRO S.A. within sixty (60) calendar days prior to the signing of the Contract 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 of article 158 of Law 4412/2016.

Within ten (10) working days, ATTIKO METRO S.A. 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 ATTIKO METRO S.A.'s response.

Every eventual revision of the aforesaid Project Quality Plan shall be submitted for approval by ATTIKO METRO S.A..

37.4 At the latest within 60 calendar days upon signing of the Contract, the Contractor should submit for ATTIKO METRO S.A.'s review the General Control and Tests programs, based on the General Specifications, GS0650. Complete procedures concerning every item of the aforementioned Programs should be submitted to ATTIKO METRO S.A. for approval before the initiation of each new phase of the Project. The aforementioned Programs shall be directly related to the Quality Control Program.

37.5 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 Lump Sum 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 ATTIKO METRO S.A. in the framework of the Contract Regulations or Specifications for exercising its (ATTIKO METRO S.A.'s) own quality control, making available the required personnel, equipment or materials to his end and, in general, shall facilitate ATTIKO METRO S.A.'s personnel for exercising these controls at his own expense.

37.6 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.

37.7 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.

37.8 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, tests and reports.



CONDITIONS OF CONTRACT

- List of scopes, based on the titles of article 36 of the CC, and works to be checked by ATTIKO METRO S.A. 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.

37.9 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.

37.10 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 ATTIKO METRO S.A. at his own expenses.

37.11 The control and tests programs that will be suggested by the Contractor and that ATTIKO METRO S.A. will approve, shall be respected and followed throughout the validity period of the Contract, unless different instructions are given by ATTIKO METRO S.A. for particular issues.

37.12 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 ATTIKO METRO S.A.’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, regarding the respective time period.

37.13 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.

37.14 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 38 Material Unsuitability - Defects - Omission of Maintenance

38.1 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 defective, incomplete or inappropriate or do not meet the requirements of the specifications and, in



CONDITIONS OF CONTRACT

general, are not in accordance with the provisions of the Contract, then the provisions of article 159 of Law 4412/2016 shall be applied.

- 38.2** The Contractor cannot, in any case, invoke the presence of the supervisor or any other representative of ATTIKO METRO S.A. 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 39 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 19 herein. As to the remaining parts and for any eventual damage to the Project, application shall be made of the provisions of article 157, Law 4412/2016.

Article 40 Cooperation and Coordination with other Contractors

In case cooperation and coordination among other contractors is required, this shall be effected via ATTIKO METRO S.A. through official correspondence and aims at dealing with all issues that arise in a timely manner and within the deadlines set by the Time Schedule.

To this end, the Contractor of this Project shall submit to ATTIKO METRO S.A. in writing any requests, suggestions or remarks related to the cooperation and coordination with the other ATTIKO METRO S.A.'s contractor.

ATTIKO METRO S.A. is entitled to call upon the Contractor - always within the framework of the approved time schedule of the Project - to schedule the order and sequence of his work in such a way so as to minimize the interfaces with the works of the other Contractor. The Contractor ought to comply with the above, at no increase in the Lump Sum Price.

The relevant cost of all aforementioned Contractors' obligations is included in a converted form in his Financial Offer.

Article 41 Other Obligations of the Contractor

- 41.1** 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 ATTIKO METRO S.A. to do so.

The Contractor should secure and safeguard the area 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.

- 41.2** The Contractor is obliged to proceed to the relevant investigations and find the adequate locations for the connection of the temporary or permanent



CONDITIONS OF CONTRACT

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.

- 41.3** In case the Contractor must have access to areas being under the Operations Company jurisdiction, the Contractor shall be responsible to adhere to the regulations and procedures of the Operations Company (STASY S.A.), as regards access, safety and execution of works in these areas.
- 41.4** The Contractor shall be responsible for the: supply and transportation to the location of incorporation and/or storage, the incorporation and/or storage, safe keeping, processing and fetching of all –irrespective of materials and micro-materials- main and ancillary materials, either incorporated and not, necessary for the workmanlike execution of the works, as well as all necessary loading and unloading, time wasted by means of transport and any kind of transportation until their full incorporation (and/or use). The Contractor's responsibilities also include transportation, in accordance with the above, of the surplus and/or the unsuitable spoil and useless materials to the appropriate dumping places, taking into account all environmental restrictions that might be valid shall constitute the Contractor's responsibility.
- 41.5** The salaries, wages, over-time, work in more shifts or in bank holidays, according to the current provisions, social security contributions (Single Insurance Agency, 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.
- 41.6** Any kind of the Contractor's mobilization/de-mobilization for the organization configuration, re-positioning, etc. of the equipment and the facilities, including those related to any archaeological works, the worksite area to be handed over by ATTIKO METRO S.A. shall constitute the Contractor's responsibility.
- 41.7** The reinstatement of damage caused to buildings or structures or other works or facilities (Public Utility Organization networks, road pavements, etc.), due to the Contractor's liability shall constitute the Contractor's responsibility.
- 41.8** 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.



CONDITIONS OF CONTRACT

Article 42 Project Log

As regards the Project Log, applicable are the provisions of Ministerial Decision ΔΝΣ/γ/οικ.38108/ΦΝ 466 (Government’s Gazette Β’ 1956/07.06.2017).

42.1 The log of the Project, as provided for in article 23.3 herein, will be submitted along with the final measurement and, in addition to the content of the Ministerial Decision concerned, it shall necessarily include the following items:

- An Inventory table which shall summarize the individual works that constitute the Project.
- Topographical layout and elevation network documents and drawings and topographic surveys “as-built” drawings.
- A Document containing detailed instructions for the operation of the systems of the PUO networks of the Project.

In all drawings presenting the finishing, masonry walls, flooring and false ceiling materials, reference must be also made to the finally approved MSSs used for the construction of the Project.

An electronic list of the aforementioned MSSs is required, so that these MSSs are provided to the Operations Company.

42.2 All the above data of the Project’s log shall be numbered and classified in files. They should also be submitted to ATTIKO METRO S.A. 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.

42.3 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 20.4 of the Conditions of Contract, ATTIKO METRO S.A. – at its own discretion - may request their partial immediate submission, upon completion of the respective works.

42.4 AM will review the validity of the data of the Project Log. The Contractor is obliged to correct any errors thereof and proceed to their resubmittal according to ATTIKO METRO S.A.’s remarks.

42.5 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 43 Work Completion Certificate

The Work Completion Certificate shall be issued in line with the provisions of Article 168, Law 4412/2016.



CONDITIONS OF CONTRACT

Article 44 Provisional Acceptance - Administrative Acceptance for Use

- 44.1** The provisional acceptance of the Project shall be effected in accordance with the provisions of Article 170, Law 4412/2016.
- 44.2** The provisional acceptance shall be effected within a period of six (6) months upon the certified completion of the Project and the fulfillment of all relevant obligations of the Contractor in the sense of article 170, Law 4412/2016.
- 44.3** In ATTIKO METRO S.A.'s judgment there can be approval of a provisional acceptance of self-standing sections of the Project that have been completed.
- 44.4** In ATTIKO METRO S.A.'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, according to article 169, Law 4412/2016.

The administrative acceptance for use shall be carried out in line with article 169, Law 4412/2016.

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 contract, including the successful completion of all relevant tests and commissioning. Through the said certificate, the Contractor shall state that he completed the design, construction and testing of the structures, facilities, systems, equipment and finishes of the contract works according to the contract documents, the specifications and the proper engineering practice and he shall certify the completion, correctness, operability, safety and readiness of the aforementioned in view of supporting the services to the passengers in a safe, effective and reliable manner.

Article 45 Project Maintenance Period

- 45.1** The mandatory maintenance of the Project follows Article 171 of Law 4412/2016 and the Specification GS150 “Mandatory Project Maintenance Period” (General Specification).
- 45.2** 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 three (3) years** from the certified completion and on condition that the Final Measurement is submitted in time, otherwise as of the date when the 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 the Project in a satisfactory condition and to execute all works regarding repair and reconstruction, repair of deficiencies, bad



CONDITIONS OF CONTRACT

workmanship, faults or damage and construction deficiencies, or other imperfections that may occur in the Project.

As per the detailed provisions of the General Specifications (GS0180), prior to the commencement of the Project, the Contractor shall prepare an appropriate Program for Monitoring the airborne and groundborne noise and vibration levels, to be checked by ATTIKO METRO S.A. and approved by the competent Service of YPEN.

In line with the provisions of the subject Monitoring Program, the Contractor shall conduct the necessary measurements and shall prepare the Results Evaluation Reports of the Program at hand during the warranty period of the Project.

The spare parts, materials and equipment required for the aforementioned works for ensuring good operation of the system throughout the guarantee period, as well as ensuring the required permits for accessing the Project by its operating agency, including their transport and the remaining requirements of the contract, shall constitute the Contractor's obligations during the warranty period.

During the warranty period, the Contractor is obliged to provide direct technical support to the Tramway Maintenance Service, which shall consist in the availability of one (1) specialized Graduate Engineer who should have at least a 5-year experience in maintenance or construction. The Contractor's obligations also include payment of the fees, transportation expenses and all other expenses related to the services they offer in the framework of the warranty period.

The aforesaid Graduate Engineer shall offer his/her services for the resolution of issues / restoration of faults that may occur in the equipment and the systems of the Project during the three-year warranty period.

45.3 The procedure related to the correction of the defects and faults and the remaining aforementioned cases that may derive throughout the guarantee period is described in the Specification GS 0150 (General Specifications).

If the Contractor, having received the aforesaid work order - in line with the stipulations of the Specification GS 0150 - does not respond immediately to his contractual obligations related to the correction of the defects / faults etc., as these derive from the requirements relating to the availability of the system, as per the General Specifications (GS 0140) for the good, safe and uninterrupted operation of the Metro, then ATTIKO METRO S.A. shall rectify the defect / fault etc. on behalf and to the detriment of the Contractor by implementation of article 159 of Law 4412/2016 without excluding the possibility for ATTIKO METRO S.A.'s compensation for any damage that ATTIKO METRO S.A. may sustain from non-adherence on the part of the Contractor to his contractual obligations.

45.4 With regard to the spare parts, materials, devices and other equipment of systems or sections of the Project that shall be either replaced or repaired



CONDITIONS OF CONTRACT

during the warranty period, their good operation guarantee period shall be extended by six (6) months following the date when the warranty period of the Project expires.

- 45.5** In case, during the guarantee period, any individual system or equipment of the Project fails to operate or perform in accordance with the respective performance specification, then the Contractor shall rectify this failure up to the point where full compliance with the specification is achieved, bearing full responsibility for the design, construction, supply, installation and commissioning of the E/M systems and equipment.

The rectification of the failure may consist in the amendment of the design of the relevant components or systems, any associated works, removal and re-installation as well as any repair of other systems or components of the Project, that caused this failure.

- 45.6** 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 46 Spare Parts

The Contractor shall be responsible for the supply of all spare parts of the Project to ATTIKO METRO S.A., as these are described in the contractual documents and in the relevant Specification (GS 0430). The cost of the spare parts to be supplied to ATTIKO METRO S.A. by the Contractor, based on the above, (including the expenses for customs clearance, transportation, insurance, etc.), which are deliverable to ATTIKO METRO S.A.'s and the Contractor's warehouses, as indicated each time, is included in the Lump Sum Price.

The spare parts of the Project are divided into the following categories, namely:

46.1 Main Spare Parts of the Project

These shall be the spare parts which are defined as such by ATTIKO METRO S.A. in the Contract Documents, Material and Workmanship Specifications for Civil Works, Design Specifications for Civil Works and Design, Performance, Materials and Workmanship for E/M and Railway Systems. These spare parts are relating to the overall sections and systems of the Project, whose supply and delivery to ATTIKO METRO S.A. shall be completed by the Contractor prior to the commencement of the trial run of the Project.

46.2 Main Spare Parts of the Guarantee

These are the spare parts required for repairing any defects, faults, and bad workmanships and other deficiencies, which are due to the Contractor and fall within his contractual obligations throughout the three-year warranty period of the Project.



CONDITIONS OF CONTRACT

The Contractor shall assume the responsibility and the expenses for storing the spare parts of the Guarantee and he is exclusively liable for their availability. The available spare parts' stock at the Contractor's Warehouses during the warranty period shall cover the Project needs for at least one year.

46.3 Consumable Spare parts and Materials falling within the Warranty Period

These are the equipment features and materials, which sustain wear during the normal utilization of the Project, thus, they need to be replaced within specified time periods for the smooth operation of the systems and other sections of the Project and concern the warrantee period.

The consumable spare parts and materials are those defined as such in the Maintenance Manuals of the Project, as these will be submitted by the Contractor and approved by ATTIKO METRO S.A..

46.4 For the acceptance of the spare parts of the Project to be delivered by the Contractor at ATTIKO METRO S.A.'s warehouses or anywhere else defined by ATTIKO METRO S.A., an Acceptance Protocol shall be drafted to be signed by the representatives of the contracting parties.

Article 47 Penalty Clauses

47.1 Overrun of the Overall Deadline

In case of overrun of the approved Overall Deadline for the delivery of the Project, due to the Contractor's fault, then, in line with article 148 Law 4412/2016, a penalty clause shall be imposed to the Contractor which is set to 15% of the average daily value of the Project for each day of delay, for a number of days equal to 20% of the Contractual Deadline and to 20% of the foreseen by the Contract Overall Deadline of the average daily value of the Project for the subsequent days and up to 15% of the initial Overall Deadline.

The average daily value of the Project is the quotient of the total price along with the amount of any contract amendments, excluding VAT, divided by the approved Overall Deadline of the Project, i.e. the initial overall deadline, and all the extensions approved further to the Contractor's pertinent request.

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

As to the remaining items, applicable shall be the content of article 148, Law 4412/2016.

47.2 Overrun of the Partial Deadlines

The penal clause to be imposed to the Contractor for each calendar day of his liable overrun of the partial deadlines of the Project is set to 15% of the



CONDITIONS OF CONTRACT

daily average value of the Contract for each calendar 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).

As to the remaining items, applicable shall be the content of article 148, Law 4412/2016.

47.3 Non-timely Submission of Final Measurement

In case the Contractor does not submit in time the final measurement, i.e. within two months at the latest, upon notification to him of the work completion certificate, 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 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.

47.4 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 48 Final Acceptance

46.1 The provisions of article 172, Law 4412/2016 shall be valid for the Final Acceptance of the Project, upon the expiry of the three-year maintenance period.

46.2 In case provisional acceptance of self-standing sections of the Project was made in accordance with Article 44, para. 44.3 of the CC, the final acceptance for those sections 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.

46.3 The Final Acceptance Protocol shall make clear reference to the fact that the HSF stipulated in paragraph 7 of article 3 of PD 609/85 was implemented and updated after the provisional acceptance or that it was supplemented with the works that have been executed in implementation of the comments concerning the correction of the defects.



CONDITIONS OF CONTRACT

Article 49 Forfeiture of the Contractor - Termination of the Contract - Cancellation of the Contract Termination - Indemnification of the Contractor

49.1 If the Contractor fails to fulfill his contractual obligations and does not comply with the written instructions of ATTIKO METRO S.A., 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 cases stipulated in article 160, Law 4412/2016 is applicable.

The procedure to be followed shall be the one foreseen in the subject article.

49.2 In case the Contract is terminated by ATTIKO METRO S.A., then ATTIKO METRO S.A. shall compensate the Contractor on the basis of the procedure stipulated in article 163 of Law 4412/2016 shall be followed.

49.3 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 50 Settlement of Disputes

50.1 ATTIKO METRO S.A. and the Contractor agree that, throughout the validity of the contract, they will cooperate smoothly and will adhere strictly to the provisions of the applicable Law 4412/2016, as well as to the provisions of the contract documents.

50.2 If, despite the above, disputes arise during the execution of the Project, these disputes shall be settled exclusively by the competent Athens Courts, in line with the applicable provisions of articles 174 and 175 of the Law 4412/2016.

Article 51 Utilization of Computer Technology by the Contractor

51.1 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 S.A., shall be delivered in an electronic format, in accordance with the technical instructions to be issued by ATTIKO METRO S.A..

51.2 All items described in article 37 (Project Log) shall be submitted to ATTIKO METRO S.A. - 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).

51.3 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:

51.3.1 The time schedules shall be in PRIMAVERA software.



CONDITIONS OF CONTRACT

- 51.3.2 All photographs shall be in jpeg file, low compression, high resolution.
- 51.3.3 Any type of text (reports, letters, etc.) shall be in Microsoft **Word 2010** or newer release.
- 51.3.4 Any type of tables (reports, statistics, diagrams) shall be in Microsoft Excel 2010 or newer release.
- 51.3.5 Any type of construction drawings shall be in dwg files (AutoCAD 201207 or newer release).
- 51.3.6 Sketches, flow charts or other type of drawings apart from construction drawings shall be in MICROSOFT Visio 2010 files or newer release.
- 51.4** Any designs or special calculations must also be delivered in an electronic format if they come as the result of using specialized computer software. The delivery shall not contain only the results but all necessary data based on which ATTIKO METRO S.A. would be in a position to create a similar work environment in its own computer in order to further process the designs or calculations.
- 51.5** If the Contractor uses software, which is not used by ATTIKO METRO S.A., but nevertheless this software can export in a format used by ATTIKO METRO S.A., then the Contractor is obliged to deliver the files in that specific “format”.
- 51.6** All kinds of software to be utilized by the Contractor shall be submitted to ATTIKO METRO S.A. for approval.

Article 52 Training

The Contractor – at no additional compensation - is responsible for the proper and complete training of ATTIKO METRO S.A.’s and the Operations Company personnel and guarantees for the proper execution of the training programs and tasks as per the recognized European Training Standards.

The Contractor shall submit a detailed training program for the Training of ATTIKO METRO S.A.’s and the Operations Company personnel. The training shall be performed in the Greek language and this program shall be valid upon its approval by ATTIKO METRO S.A..

The training of ATTIKO METRO S.A.’s personnel shall be carried out based on the stipulations of the Specification GS410 (General Specifications Volume I).

The personnel to be trained shall be selected by ATTIKO METRO S.A..



CONDITIONS OF CONTRACT

The Contractor shall see to securing the area for conducting the training courses and in case the training is conducted abroad, then he shall bear all per diem expenses.

Article 53 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 ATTIKO METRO S.A., 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 ATTIKO METRO S.A..

In case discretion is violated by the Contractor, he shall then be liable to compensate ATTIKO METRO S.A. and to repair any damage suffered by the latter.

Article 54 Personal Data

ATTIKO METRO S.A. is the Controller of the individuals' personal data to be collected in the framework of the Tender and the Contract. The subject data shall be processed in line with the provisions of the legislation on the protection of personal data, as valid each time. The subject personal data may be communicated to parties to which ATTIKO METRO S.A. assigns the execution of a specific project on its behalf, namely to Consultants, company executives and, in general, the remaining agents of the Company, on condition that confidentiality is observed at all times during the execution of their lawful activities, as well as to public agencies and judicial authorities who must also observe the confidentiality requirement in the framework of their jurisdiction. The purpose of the processing of personal data is to evaluate the Envelope of the Offer, to observe the obligations of ATTIKO METRO S.A., as these ensue from the Law, to advise the Bidders on the evaluation of the submitted Envelopes of their Offer, and, in general, to safeguard the safety and protection of transactions.

Natural entities submitting an Offer Envelope as representatives of a Bidding Association consent to the processing of their above-mentioned personal data for the specified purposes and reserve all their lawful rights of access, rectification and opposition to the processing and of consent revocation, according to Sample B.1 of Annex (B).

This consent is in effect for the Tender framework as for the execution of the contract to be signed with the appointed Contractor.



CONDITIONS OF CONTRACT

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 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.

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

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.

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

¹ As specified in the Contract documents

² As specified in the Contract documents

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

⁴ See footnote 3



**“EXPANSION OF THE TRAMWAY DEPOT IN THE
AREA OF ELLINIKO”**

RFP- 360/19

A.Σ. 86960

CONDITIONS OF CONTRACT

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)



**“EXPANSION OF THE TRAMWAY DEPOT IN THE
AREA OF ELLINIKO”**

**RFP- 360/19
A.Σ. 86960**

CONDITIONS OF CONTRACT

CONDITIONS OF CONTRACT

ANNEX B

CONTRACTOR’S TABLE OF PERCENTAGE PAYMENTS

**Break-down of the Lump Sum Price and its Allocation into Percentages, in view of the
Contractor’s payment
as well as the determination of the respective Revision Items**

Section	Group Description	% / Part	% / Overall Price	Revision Items
A. CIVIL WORKS				
	Excavations, Backfilling, Dismantling, Demolition, Fencing Works, Water Drainage	10.42%		OIK 2112 55%, ODO 2551 20%, ODO 2548 15%, ODO 2612 10%,
	Shed	64.89%		OIK 6118 70%, OIK 7231 30%
	Platforms – Walkways	7.34%		OIK 7373.1 55%, OIK 3216 25%, OIK 3873 20%
	Works in the Maintenance Building (Construction of pits, repair of industrial floor, etc.)	13.72%		OIK 6104 55%, OIK 3216 40%, OIK 7373.1 5%
	Roadworks (Earthworks, Technical Works, Road Paving, Asphalt Works, Signage, etc.)	3.63%		ODO 1123A 10%, ODO 2922 30%, ODO 3211B 25%, ODO 4521B 35%
A.	Sub-Total	100.00%	28.16%	



**“EXPANSION OF THE TRAMWAY DEPOT IN THE
AREA OF ELLINIKO”**

**RFP- 360/19
A.Σ. 86960**

CONDITIONS OF CONTRACT

Section	Group Description	% / Part	% / Overall Price	Revision Items
B. Electromechanical works				
	Traction Power and overhead catenary system	31.18%		HΛM 20 10%, HΛM 5 20%, HΛM 60 20%, HΛM 102 20%, HΛM 34 30%
	Earthing – lightning protection	0.22%		HΛM 20 10%, HΛM 5 20%, HΛM 60 20%, HΛM 102 20%, HΛM 34 30%
	Water supply	0.07%		HΛM 20 10%, HΛM 5 20%, HΛM 60 20%, HΛM 102 20%, HΛM 34 30%
	Drainage – Pumping Stations	0.49%		HΛM 20 10%, HΛM 5 20%, HΛM 60 20%, HΛM 102 20%, HΛM 34 30%
	Compressed air	0.02%		HΛM 20 10%, HΛM 5 20%, HΛM 60 20%, HΛM 102 20%, HΛM 34 30%
	Fire protection	0.14%		HΛM 20 10%, HΛM 5 20%, HΛM 60 20%, HΛM 102 20%, HΛM 34 30%
	Lighting	2.21%		HΛM 20 10%, HΛM 5 20%, HΛM 60 20%, HΛM 102 20%, HΛM 34 30%
	WI-FI	1.33%		HΛM 48 60%, HΛM 105 40%
	Signalling	16.40%		HΛM 48 60%, HΛM 105 40%
	Depot Management System	45.77%		HΛM 48 60%, HΛM 105 40%
	CCTV	2.12%		HΛM 48 60%, HΛM 105 40%
	BACS	0.05%		HΛM 48 60%, HΛM 52 40%
B.	Sub-Total	100.00%	34.58%	
C. trackwork				
	Trackwork	100.00%		ODO 2620 70%, ODO 2551 30%
C.	Sub-Total	100.00%	37.26%	
T.	Total		100.00%	



**“EXPANSION OF THE TRAMWAY DEPOT IN THE
AREA OF ELLINIKO”**

**RFP- 360/19
Α.Σ. 86960**

CONDITIONS OF CONTRACT

ΠΡΟΣΑΡΤΗΜΑ Γ

ΜΕΛΕΤΗ ΠΕΡΙΒΑΛΛΟΝΤΙΚΩΝ ΕΠΙΠΤΩΣΕΩΝ



**“EXPANSION OF THE TRAMWAY DEPOT IN THE
AREA OF ELLINIKO”**

**RFP- 360/19
A.Σ. 86960**

CONDITIONS OF CONTRACT

ANNEX C

ENVIRONMENTAL IMPACT ASSESSMENT STUDY