



**TITLE OF THE TENDER: “TECHNICAL CONSULTANT
SERVICES FOR ATTIKO METRO S.A.
PROJECTS IN ATTICA REGION”**

RFP-381/20 (A.Σ. 95151)

CONDITIONS OF CONTRACT



**“TECHNICAL CONSULTANT SERVICES
FOR ATTIKO METRO S.A. PROJECTS IN
ATTICA REGION”CONDITIONS OF
CONTRACT**

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ARTICLE 1 DEFINITIONS

Project Owner, Employer and Awarding Agency of this Contract is the company “ATTIKO METRO S.A”.

Administrative Authority: the Board of Directors of ATTIKO METRO S.A., in line with its Resolution No..... ATTIKO METRO S.A. premises are located at 191-193 Messogion Avenue, Athens 115 25.

Managing Department: the Department appointed by the Board of Directors of ATTIKO METRO S.A., responsible for the supervision of the contract.

Contractor/Consultant: the physical or legal entity or Joint Venture or Consortium that concludes a contract with ATTIKO METRO S.A. for the execution of the works described in the contract documents.

Financial scope of the contract or value of the contract: the amount indicated in the Financial Offer document of the Contractor, Contingencies included, VAT excluded.

Contract: all terms and conditions defining the rights and obligations of the contracting parties, i.e. ATTIKO METRO S.A. and the Contractor. These terms and conditions are included in the documents related to the contract conclusion procedure, in the awarding decision and in the relevant private agreement to be signed between both contracting parties.

Contract documents: the private agreement to be signed between ATTIKO METRO S.A. and the Contractor, along with the documents that accompany and supplement same, as referred to in article ~~...~~7 of the Invitation, which (documents) are signed along the aforementioned private agreement, as well as statements and documents of third parties, whose resources are invoked by the bidder.

Contract fee of the Contractor: the overall fee of the Contractor for the sixty (60)-month period, in line with his financial offer.

Contract unit prices: the unit prices to derive from the Contractor's Financial Offer.

ARTICLE 2 INTRODUCTION

These Conditions of Contract specifies the general framework and the special terms for the implementation of the Contractor's contractual obligations. The special issues related to the awarding procedure are included in the document entitled “Invitation to Tender” and its Appendices and in the Clarifications Document, that might be issued.



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Upon signing the contract, the Contractor fully and explicitly accepts the information contained in the contractual documents and undertakes the obligation to adhere to all obligations deriving from the contract. The Contractor's omission to be briefed, prior to the signing of the contract, about any information related to the execution of the works falling under the scope of the subject contract does not release him from his responsibility to successfully complete the subject contract in the framework of the contractual scope and the contractual period.

ARTICLE 3 EXECUTION OF THE CONTRACT

3.1 Execution of the Contract

Upon the occurrence of the legal effects of the awarding resolution, the selected Contractor shall be invited by ATTIKO METRO S.A. within a twenty (20)-calendar day deadline following the special electronic invitation, to sign the Contract, in accordance with the stipulations of article 6 of the Invitation.

3.2 Order Of Prevalence of the Contract Documents

The contractual documents are those mentioned below. In case of any discrepancies of the terms contained therein, their order of prevalence is as follows:

1. The Private Agreement
2. The Invitation to Tender with its Appendices and the Clarifications Document that may be issued
3. The Financial Offer of the Contractor
4. The Conditions of Contract
5. The “Technical Information about the Consultant’s Personnel and Services”
6. The Technical Offer of the Contractor
7. The “Pre-estimated Fee”

3.3 Location and Duration

- 3.3.1 The Contractor's location of works is ATTIKO METRO S.A. offices in Athens as well as the worksites of the project in Athens and/or the temporary offices of ATTIKO METRO S.A. adjacent to the worksites for the execution of all kinds of works. Adequately equipped offices for the provision of the Consultant's services shall be made available to the Contractor's personnel by ATTIKO METRO S.A..

If certain special works need to be executed, which could not be performed in the aforesaid areas, the Contractor shall be given the option to work in his own area, further to a written instruction to be given by ATTIKO METRO S.A.

- 3.3.2 The contractual duration for the execution of the contract is the overall deadline for the completion of the Contract scope, as defined in article 11 of the Invitation.. The commencement of the deadline coincides with the day that follows the signature of the Private Agreement, if not specified otherwise therein.

If the date for the enactment of the contractual deadline for the provision of services is shifted without the Contractor being liable, then the Contractor shall be entitled to a respective extension to the deadline.

3.4 Representatives of the Contractor

- 3.4.1 The private agreement shall be signed, on the Contractor's part, by the authorized representative of the bidder, appointed during the stage of award, should he be lawfully authorized to that end, who shall also initial and stamp each page of the Contractual Documents. The Contract to be concluded with joint ventures or consortia shall be signed by the Legal Common Representative, appointed upon the submission of the offer, should he be lawfully authorized to this end.

- 3.4.2 Furthermore, during the Contract signing, the Contractor, through a resolution made by his statutory bodies concerned, must appoint his representative responsible for the execution of the Contract. In case of a joint venture or a consortium, the Contractor shall appoint the common representative – and his deputy - of the subject joint venture/consortium who shall be liable before ATTIKO METRO S.A. for the entire duration of the contract.

As concerns the substitution of the above-mentioned representatives of the Contractor, the Contractor shall notify ATTIKO METRO S.A. in writing, attaching a relevant decision by the statutory bodies or members of the Contractor in the case of a Contracting Consortium or Joint Venture. The substitution of the representative of the Contractor shall be subject to the approval by the Manager of the Managing Department. Any change to the address of the representatives shall also be communicated to ATTIKO METRO S.A. in the same manner. Any communication of contract documents to the former representative or old address is considered valid, if this occurs before notification of the changes.

- 3.4.3 The Contractor is obliged to provide his representative and deputy representative – in case of a joint venture or consortium - with a notarial Power of Attorney, according to which these persons are authorized to act by his order, to represent him in all issues related to the Contract, to settle on his behalf any dispute whatsoever that may arise or which is related to the Contract and to participate, when invited to do so by statutory bodies of



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ATTIKO METRO S.A., in meetings with entities responsible for the control / monitoring of the contract.

3.5 Supervision of the Contract

ATTIKO METRO S.A. shall appoint and notify accordingly the persons who shall manage, monitor and supervise the execution of the works of the contract and shall notify the Contractor accordingly. The competence and responsibilities of the supervising persons are defined in Article 183 of Law 4412/2016.

3.6 Submittal of Reports by the Contractor

Within the first ten days of each calendar month, the Contractor shall undertake the obligation to include in the report that he submits to ATTIKO METRO S.A. concerning the provision of his Services information related to the actions that have been taken and the progress of works executed at various sections of the Projects during the previous month, including an analysis concerning the employed Personnel. The aforementioned reports shall be signed by a representative of the Contractor to ATTIKO METRO S.A..

The aforementioned reports shall be reviewed by ATTIKO METRO S.A. as regards their completeness and their prompt submission and shall constitute a precondition for the payment in full of the Payment Certificates.

ARTICLE 4 PERSONNEL OF THE CONTRACTOR

- 4.1** The Contractor is obliged to have sufficient and suitably qualified personnel for the execution of the services which have been assigned to him, and in accordance with the commitments he undertook with the submittal of his Offer. The experience and the general qualifications of this personnel are subject to the approval of ATTIKO METRO S.A.. If not expressing its objections in writing, the Managing Department is assumed to accept these persons.
- 4.2** The Contractor **is obliged to use for the execution of the Contract the team stated during the procedure of the Tender** and to immediately announce the departure of any member whatsoever from the team for any reason whatsoever. The Managing Department will examine the reasons for departure and is able to approve their replacement with an equivalent employee who possesses minimum an equivalent experience, if the departure is due to a good reason.
- 4.3** The departure of a member from the team without a good reason constitutes a serious offence to essential requirements of a public contract execution, “in the sense of article 73, paragraph 4, case f” and entails the exclusion of the member who departed from tender procedures for a time period of six (6)



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months, as of the issuance of the Managing Department Resolution concerning his replacement.

4.4 If his departure was made at the Contractor’s responsibility and is not considered justified, then this member may be declared forfeited (article 188, paragraph 3, Law 4412/2016).

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

4.6 The Consultant has to make available two groups (categories) of personnel, according to the Table “Consultant’s technical personnel required experience”, contained in the Document entitled “Technical Information about the Consultant Personnel and Services”.

Group K1 shall remain unchanged with regard to the number and the man-months of the executives throughout the execution of the contract.

Group K2 shall vary as to the number and the man-months of the executives in accordance with the actual needs and the time schedules of the projects.

The Contractor is obligated to respond immediately to personnel increase-decrease related requirements, no later than one (1) month following the relevant written notification of ATTIKO METRO S.A.. The increase or decrease of the Contractual Scope shall be defined based on the Contractual Unit Prices per man-month and specialty of the personnel, as defined in the Financial Offer of the Consultant.

It is stressed that the Contractor’s obligation to provide the required secretarial and drafting related support for his personnel is included in the price of his offer in a converted form.

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

Article 5 FEE - WITHHOLDINGS

5.1 Estimated Value of the Contract - Value of the Contract



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The **estimated value of the Contract** is the product of the number of estimated man-months for each executive by their pre-estimated fees. A percentage of fifteen per cent (15%) as contingencies, is added to the aforementioned amount, in accordance with the stipulations of paragraph 4, Article 186 of Law 4412/2016.

The **Value of the Contract** equals to the amount of the Contractor's Financial Offer, contingencies included, VAT excluded.

5.2 Contractor's Fee

5.2.1 The Contractor's overall fee shall be finally formulated on the basis of the actual employment of his personnel during the 60-month validity period of the Contract.

5.2.2 The contractual price of the Contractor shall include in an converted form the overall cost and all expenses for the workmanlike fulfillment of his contractual obligations, i.e. salaries, leaves, leave bonus, employer's contributions, remunerations, personnel bonuses, any over-time employment, operating costs, travel expenses, expenses related to the personnel insurance, and, in general, any type of expenses not explicitly referred to, the overhead and his profit. In general, the LSP shall include all expenditures on the part of the Consultant, directly or indirectly associated with the provision of his services, except the VAT. In addition, the LSP shall include any type of expenses relating to the scientific support of the personnel to work in AM's offices.

5.2.3 No revision of prices shall be foreseen for the Contractor's fee and for the sixty (60)-month validity period of the contract.

5.3 Amendments of the contract

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

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

5.4 Accounts - Payment Certificates – Retention

The payments of the Contractor shall be carried out on the basis of monthly analytical payment certificates for which the Contractor shall submit for approval to ATTIKO METRO S.A., which shall present the monthly fee (or proportionally in case of month fraction) of the Contractor's entire personnel engaged each time in their task. The monthly certificates shall be divided on the basis of the work the Consultant's personnel will be engaged in (Line 4, Piraeus extension, Tramway etc.).



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The Contractor's overall fee shall be finally calculated on the basis of the actual employment of his personnel during the 60-month validity period of the Contract.

The monthly reports that the Contractor ought to submit in line with article 3 herein, shall be checked by ATTIKO METRO S.A., as regards their completeness and timely submission, and shall constitute the precondition for the paying-off of his payment certificates.

ATTIKO METRO S.A. shall check the account within ten (10) working days as of the date of his receipt and, having verified the executed works, it shall certify the account.

If the accounts include ambiguities or errors to such an extent that their correction is impossible, then they shall be returned to the Contractor to redraft same, within the deadline intended for their approval. The deadline for their approval commences on the re-drafted account submission date.

After the certification of the account by ATTIKO METRO S.A., the Consultant shall submit the Lawful Back Up Documents Foreseen each time. The Contractor shall also submit Back-Up Documents for the amount approved by Managing Department for the services that have been approved, including the Value Added Tax (VAT).

Any payment to the Contractor on the basis of the Contract shall be made only on condition that the Invoices he submits have been issued on the basis of the Tax Code Transaction (ΚΦΑΣ). ATTIKO METRO S.A. shall pay to the Contractor the amount included in the Invoice within thirty (30) working days upon its receipt on condition that this Invoice is accompanied by the aforementioned required Lawful Documentation.

The actual employment period of the Contractor's personnel in ATTIKO METRO S.A. shall be proven by the attendance system (in/out card) valid each time in ATTIKO METRO S.A.. It is assumed that the Contractor shall provide his services on a daily basis, having exhausted the 8-hour employment per working day (except weekends and holidays stipulated in the Greek Legislation). Any kind of absences from work shall be borne by the Consultant and shall not be added to the services to be paid. In case "overtime" work, as well as work during Saturdays, Sundays and Holidays of the Personnel of the Contractor is required, it is assumed that it shall be covered by the contractual prices of his Offer and is not compensated additionally by ATTIKO METRO S.A. (included in a converted form in the price of his offer). If so required by ATTIKO METRO S.A. and the Contractor has to work in his offices in order to deliver specific reports and tasks, then he shall be compensated on the basis of the man-months to be required for the implementation of these specific tasks.

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

- I. Invoice in accordance with the provisions of the Law



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- II. Tax Clearance Certificate
- III. Social Security Contributions Certificate if it concerns a physical entity, or the social security obligations towards those employed full-time (EFKA – Single Social Security Entity, etc.) if it concerns a legal entity. A Joint Venture or Consortium should provide evidence of social security contributions of all their members.
- IV. Duplicate proof of payment of retention specified in the applicable provisions.

The following retention shall be borne by the Contractor:

- A retention of 0.07%, which is calculated on the basis of the value of each payment before contract taxes and withholdings, as well as of each supplementary contract for the purpose of covering the operational needs of the Unified Independent Public Procurement Authority; this amount shall be borne by the Contractor (article 4 of Law 4013/2011 as applicable). The subject retention is burdened with stamp duty equal to 3% and stamp duty in favor of OGA, calculated to 20% on the stamp duty.
- A retention of 0.06% calculated on the basis of the value of each payment before taxes and withholdings imposed on the initial value, as well as of each supplementary contract in favor of the Authority examining Preliminary Appeals (article 350, paragraph 3 of Law 4412/16). The subject retention is burdened with the equivalent stamp duty and the stamp duty in favor of OGA calculated to 20% on the stamp duty.
- A retention of 0.02%, in favor of the Greek State, calculated on the basis of the value –VAT excluded- of the initial contract, as well as of each supplementary contract. This amount is withheld from each payment by the Awarding Authority in the name of and on behalf of the Directorate General of Public Contracts and Procurements (article 36, paragraph 6 of Law 4412/2016). The subject retention shall be charged with the equivalent stamp duty and the stamp duty in favor of OGA, The time, place and procedure related to the retention of the aforementioned amounts, as well as any other issue necessary for the application of the subject retention shall depend on the issuance of a joint ministerial decision to be made by the Minister of Economy, Development and Tourism and Finance, as stipulated in paragraph 6, article 36 Law 4412/16.
- Any other lawful retention in favor of third parties which results according to the Law.

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



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It is clarified that:

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

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

The Contractor's contractual fee includes all expenses (such as travel expenses, particular expenses and overhead etc.) and his business profit until the completion and delivery of the contract scope; no other reason for fee increase is acknowledged.

The Contractor shall bear:

- a) The overall employer's contributions for providing social security to his personnel in Greece and abroad; in addition - if so required by the respective Greek and/or foreign legislation for social security - he shall see to the withholding and returning of the respective labour contributions too, to securing the relevant residence and work permits of his foreign personnel in Greece.
- b) The insurance - of any nature - of his personnel.
- c) The taxes - both direct and indirect ones - and the duties that, according to the Greek Legislation or other provisions about taxation, concern the provision of services by any means by the Consultants, as well as all expenses and costs for their compliance with their obligations, which shall be covered in their entirety by the Consultants, who shall be exclusively responsible for their payment.
- d) The travelling expenses for the arrival of his foreign executives in Greece and their transportation / return, for their annual vacation or other type of leave of absence or any health related problems or final departure, as well as all expenses pertaining to their installation and staying in Greece.

5.5 Currency of the Contractor's Fee

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

ARTICLE 6 GOOD PERFORMANCE GUARANTEE



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- 6.1** For the signing of the contract, the Contractor is required, in accordance with article 302, paragraph 1b of Law 4412/2016 to deposit a Good Performance Letter of Guarantee, whose amount is set to **5% on the value of the Contract**, VAT excluded. The subject Letter of Guarantee shall be issued in favor of ATTIKO METRO S.A. at the Contractor's exclusive expense.
- The Good Performance Letter of Guarantee of this contract shall cover - in total and without any distinctions - the implementation of all contract terms by the Contractor and all requirements of ATTIKO METRO S.A. regarding the good and in due time execution of the contract. The Contractor shall guarantee that he possess the experience, the necessary qualifications, permits and the organization required for the services duly provided.
- 6.2** The Good Performance Letter of Guarantee to be issued and deposited by the Contractor must necessarily be in accordance with Sample B.1 attached to the Invitation (in Greek) or B.2 (in English) of Appendix B, accompanied by an official translation in Greek.
- 6.3** In case of a contract amendment, as per article 337 of Law 4412/2016, which entails an increase of the contractual value, the Contractor is obligated to deposit, prior to the subject amendment, a supplementary guarantee amounting to 5% on the increase , VAT excluded.
- 6.4** ATTIKO METRO S.A. shall check the validity of the subject letters of guarantee, in accordance with Law 4412/16 and the special legislation on this issue.
- 6.5** At any time, ATTIKO METRO S.A. is entitled, through its written statement towards the Agency issuing the subject Letter of Guarantee, to require payment of the amount of the Letter of Guarantee - either in total or in part - in view of satisfying its claims against the Contractor, which derive from this Contract and are due to non-adherence on the part of the Contractor to his contractual obligations. The Good Performance Letter of Guarantee becomes payable in favor of ATTIKO METRO S.A. via a justified decision of the Manager of the Managing Department, especially upon finalization of the Contractor's forfeiture. Any objection on the part of the Contractor against the aforesaid decision does not suspend the collection of the LoG related amount.
- The Contractor's responsibility for compensating ATTIKO METRO S.A., in case his damage exceeds the amount of the Guarantees, is not exhausted by the payment of the entire amount of guarantees.
- 6.6** The Good Performance Letter of Guarantee, ~~as configured following various modifications to the Contract~~, shall be returned to the Contractor after the issuance of the Completion Certificate for his services and the acceptance of the overall scope of the contract, provided that the terms stipulated herein are fully met.

ARTICLE 7 LIABILITY OF THE CONTRACTOR



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

ARTICLE 8 GENERAL DUTIES, RESPONSIBILITIES, OBLIGATIONS OF THE CONTRACTOR

8.1 General obligations and responsibilities of the Contractor

- 8.1.1 The Contractor is obliged to make use of the data made available to him by ATTIKO METRO S.A.. In the event of inaccurate, ambiguous or, in general, insufficient data, affecting the completeness of his work, the Contractor must notify ATTIKO METRO S.A. in writing and without any further delay.
- 8.1.2 The Contractor binds himself unconditionally & explicitly to fulfill his obligations, as they are specified in the “Technical Information about the Consultant Personnel and Services” and in the Invitation, showing skillfulness, diligence and professional judgment, and to assume all responsibilities deriving from the Contract.
- 8.1.3 If the Contractor is called upon by ATTIKO METRO S.A. to intervene in an issue between ATTIKO METRO S.A. and a third party, he is obliged to act in accordance with the Contract. If the way he should act is not clearly identified in the Contract, , he shall then turn to ATTIKO METRO S.A. to receive relevant instructions.

Further to the prompt invitation extended by ATTIKO METRO S.A – through its competent statutory bodies – to the Contractor, the latter is obliged to attend meetings, provide information or consultation – either verbally or in writing – and participate in visits in areas where projects are under construction or are expected to be constructed and, in general, to provide all support deemed advisable by ATTIKO METRO S.A.

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

As regards the companies participating in the group of companies of the Contractor and the executives of these companies, forming part of the technical personnel of the Contractor, it is noted that the **irreconcilable** principle applies as to the assignment of works or the participation in works, which are directly or indirectly related with the scope of the provision of services stipulated in this Contract. With regard to the above, the clarifications presented below apply:

- a. the principle of the **irreconcilable** also applies in the case that the Contractor (natural or legal entity, the personnel/executives of the group proposed as personnel of the Consultant inclusive) already participates in an engineering or contracting group, which has undertaken assisted by the natural or legal entity in question, works for ATTIKO METRO S.A. included in the scope of this Contract.
- b. the principle of the **irreconcilable** applies as regards the participation of each natural or legal entity of the Consultant and only if the natural or legal entity in question has undertaken or intends to undertake works or to participate on behalf of another natural or legal entity in works directly or indirectly related with the Metro designs or construction works, as these are described in the contract document “Technical Data of Services and of the Contractor’s Personnel”.
- c. There is no conflict of interests and, thus, irreconcilable as regards the participation of a legal entity in the Consultant’s group to arise from this Tender and, in parallel, as regards the participation of same legal entity in the Consultant’s group to arise from other Tenders of ATTIKO METRO S.A.. It is clarified that in no case whatsoever can the same personnel ~~can~~ participate in different contracts of Consultants (neither in the submission of offers, nor during the execution of the contract).

8.2 Undertaking of responsibilities by the Contractor

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

8.3 Concession of Rights or Obligations

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

8.4 Confidentiality

The Contractor shall not proceed to any announcement and shall not disclose by any means any contract related information to any third party, agency, legal



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entity, official body, etc., without the prior explicit written consent of ATTIKO METRO S.A.

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

If the Contractor violates the confidentiality related obligation, he shall be liable to compensate ATTIKO METRO S.A. and to restore any related damage ATTIKO METRO S.A. has suffered.

8.5 Ownership of Drawings and Documents

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

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

8.6 Documentation of data in electronic form

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

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

8.7 Ownership and Use of the Contractor's Software

8.7.1 The Contractor is obliged to make available to ATTIKO METRO S.A., whenever he is requested to do so, the Computer programs (software) which shall be

used by the Contractor for the execution of his services and the fulfillment of his obligations.

- 8.7.2 The ownership of these programs remains with the Contractor, however ATTIKO METRO S.A. has the right to use them, free of charge and without any restrictions for issues related to the Technical Scope of the present Contract.

8.8 Tax Obligations of the Contractor

- 8.8.1 The Contractor (and in the case of a Joint Venture all its members) is obliged to fulfill according to the existing stipulations, his tax obligations and **by way of example:**

- the obligation to register at the Tax Authority (DOY) concerned and submit the necessary documentation, such as Income Tax Declaration, VAT, etc.;
- the keeping of books in accordance with Greek Tax regulations;
- the payment of income tax or other taxes or duties and the fulfillment of his obligations for the payment of social security contributions for his workers.

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

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

8.9 Contractor's Insurance Obligations towards his Personnel

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

The Contractor is obliged to insure the entire personnel he intends to engage in the project in EFKA and in the remaining social security funds or organizations of main or auxiliary insurance, depending on the personnel's specialty and in line with the provisions of the remaining social security funds or organizations.

The Contractor must keep detailed lists of his personnel for the specific scope of works.

8.10 Publications – Announcements in the Press

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

8.11 Communication - Correspondence between the Contractor and AM

The original documents which shall be exchanged between the Contractor and ATTIKO METRO S.A. should be transmitted to the Document Control Centre (DCC) of ATTIKO METRO S.A. based on the procedure to be set by the Managing Department first be sent by telefax, and the originals shall then be sent by registered post or by courier and shall necessarily be composed in the Greek language. At any place and at any time during the contract validity period, any interpretation or translation of the contract from and/or to Greek is required, the provision of the subject tasks shall be ensured by the Contractor, and their cost shall be borne by same.

Verbal communication with ATTIKO METRO S.A. shall necessarily be in Greek. The Contractor is obliged to facilitate the communication of his foreign employees with ATTIKO METRO S.A., through the appointment and in the presence of interpreters.

8.12 Health and Safety

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

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

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

ATTIKO METRO S.A. shall not be held responsible in case of labor accident to the Contractor's employees. The Contractor shall bear the exclusive penal, administrative and civil liability for any damage, failures, accidents etc. that will be caused due to or on the occasion of the contract execution to persons or items of his personnel, or of ATTIKO METRO S.A. personnel, or to any third party for any reason or cause whatsoever.

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



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

ARTICLE 9 OBLIGATIONS OF ATTIKO METRO S.A.

9.1 Provision of existing data

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

9.2 Prompt payment to the Contractor

ATTIKO METRO S.A. is obliged to pay in time the contract price to the Contractor, as per the terms of Law 4412/2016 and this document, as particularly specified in paragraph 4.4 herein.

9.3 Contract Administration

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

9.4 Expenses to be borne by ATTIKO METRO S.A.

Any accommodation and subsistence expenses on the part of the Contractor's executives to be incurred away from the base of operations that may be required in view of providing their services shall be covered by ATTIKO METRO S.A. as follows:

- a) The cost for flight tickets (economy class) and any other fares, upon submission of the original stub and proof of purchase;
- b) The total of accommodation and daily reimbursement expenses in Greece (except Athens) will be maximum 82€/day.
- c) The total of accommodation and daily reimbursement expenses abroad will be maximum 95€/day Reimbursement for accommodation shall be provided for a 4-star hotel category;
- d) The aforesaid expenses shall be reimbursed upon submission of monthly invoices accompanied by the necessary back-up documentation.

ARTICLE 10 DIFFERENCES – DISPUTES – FORCE MAJEURE

10.1 Bona Fide Implementation of the Contract

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

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

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

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

10.3 Force Majeure

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

10.3.2 In cases force majeure is invoked by the Contractor, the latter is obliged within a 20-calendar day period as of the date when force majeure incidents occurred, to report them in writing and submit to ATTIKO METRO S.A. the necessary evidence.

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

10.4 Execution of the Contract despite the existence of a dispute

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

exist, the Contractor refuses to execute the Contract, ATTIKO METRO S.A. may declare the Contractor forfeited, according to the respective stipulations of the Law.

Article 11 FORFEITURE OF CONTRACTOR – TERMINATION OF CONTRACT

11.1 Forfeiture of the Contractor

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

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

Following the finalization of the forfeiture, the Contract is settled and the Good Performance Guarantee becomes payable in favor of ATTIKO METRO S.A., as a special penal clause.

11.2 Termination of the Contract

11.2.1 ATTIKO METRO S.A. is entitled to terminate the Contract during its execution without compensation to the Contractor in the cases mentioned in article 338 or 192 of Law 4412/16. For these cases, the Administrative Authority is not obliged to proceed to the compensation of the Contractor.

11.2.2 ATTIKO METRO S.A. is entitled to stop the execution of a Contract and terminate it, apart from the provisions of paragraph 1, article 192, of Law 4412/16.

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

11.2.3 The Contractor is entitled to terminate the Contract in the following cases:

a) If he exceeds the contractual deadline without being liable for it;

b) If he suspends the provision of services at ATTIKO METRO S.A. instruction for more than three (3) months upon notification of the relevant instruction.

c) If due to various facts which actually constitute a delay on the part of the Employer, the Contractor is forced either not to start providing his services on the date specified by the Contract, or he has to stop providing his services after their commencement for more than three (3) months. As regards the commencement of the deadline, the Contractor submits to the Managing

Department a Special Statement, as per the stipulations of paragraph 4, article 192 of Law 4412/2016.

d) If at least two (2) months elapse from the submittal of the Special Statement by the Contractor to ATTIKO METRO S.A., due to the elapse of the deadline for the payment of the Payment Certificate.

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

11.3 Substitution of the Contractor

Any substitution of the Contractor can be accepted for the cases stipulated in article 195, Law 4412/2016, further to the Administrative Authority Resolution and to the opinion of the competent Technical Council.

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

11.4 Expiry of the Contract

The expiry of the Contract, on condition that no reasons for early termination (forfeiture of the Contractor or dissolution of the Contract) exist, shall be certified by the acceptance of the Contractor's works and the issuance of the relevant Resolution by the Administrative Authority.

The acceptance shall be effected within three (3) months upon issuance of the Work Completion Certificate by the Managing Department, verifying submission of all deliverables by the Contractor and fulfillment of all his contractual obligations within the validity period of the Contract.

The Good Performance Letters of Guarantee shall be returned to the Contractor, in line with article 5 herein, further to the issuance of the Contractor's Services Completion Certificate and the acceptance of the entire contract scope.

The termination of the Contract is certified with the Completion Certificate of the services provided by the Contractor, to be issued by the Managing Department. where the submission of all deliverables by the Contractor is certified, as well as that the Contractor has fulfilled all his contractual obligations within the period of validity of the Contract. The Good Performance Letters of Guarantee shall be returned to the Contractor in accordance with Article 5 herein, upon the issuance of the Completion Certificate of the Contractor's services and the acceptance of the overall scope of the Contract.

Article 12 ADMINISTRATIVE AND LEGAL SETTLEMENT OF DISPUTES

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

Article 13 GOVERNING LAW AND LANGUAGE OF COMMUNICATION

13.1 Legislation

The Contract is governed exclusively by the provisions of its documents, Law 4412/2016 and the Greek Law.

With regard to the Contract's conclusion and execution, the following provisions are mainly in force, as these are valid at the time this document is published:

- a) the provisions of Book II (articles 222 to 338), Law 4412/2016,
- b) articles 182 to 199 of Law 4412/2016 shall apply for the execution of the Contract,
- c) the terms of the Contract, and
- d) the Civil Code shall additionally apply.

13.2 Language of Communication

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

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

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

ARTICLE 14 CONFIDENTIALITY - PERSONAL DATA

The Contractor assumes the obligation to keep confidential any document or information notified to him during the execution of the contract about the organization, obligations, information data, activities or financial matters of ATTIKO METRO S.A. The Contractor is obliged to ensure that each one of his executives or associates, engaged in the implementation of the Contract, shall be bound by the terms of confidentiality. The provisions of this article shall continue to be in force upon the expiry of the contract validity or its termination. If the Contractor violates the confidentiality related obligation, he shall then be



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liable to compensate ATTIKO METRO S.A. and to restore any related damage ATTIKO METRO S.A. has suffered.

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, 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 C.1 of Annex (C).

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