



**TITLE OF THE TENDER: "PROCUREMENT OF ROLLING STOCK
FOR THE THESSALONIKI METRO AND
ITS EXTENSION TO KALAMARIA"**

RFP-406/21, A.Σ. 134864

CONDITIONS OF CONTRACT

CONDITIONS OF CONTRACT

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ARTICLE 1 SCOPE

- 1.1** The scope of the Contract includes the design, manufacturing, procurement and commissioning of fifteen (15) new train-sets and more specifically: six (6) train-sets and nine (9) train-sets in view of fulfilling the needs of the Thessaloniki Metro Base Project and its extension to Kalamaria respectively.

Trains shall be fully automated, driverless (Grade-of-Automation 4 GoA4), in line with IEC 62290-1.

Trains shall be – physically and functionally – compatible with the existing Thessaloniki Metro Systems, i.e. the Base Project, the Extension to Kalamaria, Pylea Depot, with the existing maintenance equipment of the Rolling Stock, as well as with the existing rolling stock.

The scope of the Contractor’s works, as well as the equipment, the materials to be delivered, the training and the remaining works to be executed in the framework of the Contract to be concluded are described in detail in the document “Performance Specifications” and in the remaining contract documents of the Tender.

All the aforesaid items shall be implemented by the Contractor further to the cooperation and coordination with the remaining contractors involved in the Metro Base project and in the Metro Extensions.

ARTICLE 2 APPLICABLE LEGISLATION

As concerns the procedure related to the contract signing and execution, applicable shall be mainly the following provisions, as they are valid at the time of the awarding procedure or at the time of publication of this document in the Official Journal of the European Union:

- a) Law 4412/16, as amended and is in force
- b) Directive 2014/25/EU
- c) The terms of the Contract, and
- d) The Greek Civil Code.

ARTICLE 3 DEFINITIONS

- 3.1** **Supply or Contractual Scope** means the design, manufacturing, procurement, and commissioning of fifteen (15) new train-sets and more specifically: six (6) train-sets and nine (9) train-sets in view of fulfilling the needs of the Thessaloniki Metro Base Project and its extension to Kalamaria respectively, as specified in article 1 of this document and as described in more detail in the document entitled “Performance Specifications” and in the remaining contract documents..

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- 3.2** **Awarding Authority and Owner of the contract** to be compiled is ATTIKO METRO, a SINGLE-MEMBER S.A. Company, trading as “ATTIKO METRO S.A.
- 3.3** **Contractor** means the economic operator with whom ATTIKO METRO S.A. shall sign a Contract for the execution of the required contract scope.
- 3.4** **Contract** is the written agreement between ATTIKO METRO S.A. and the Contractor, for the implementation of the contractual scope, which includes the Contractual Agreement, as well as all documents and data mentioned in article 4 of the present C.C.
- 3.5** **Overall Delivery Period** is the overall contractual period required for the completion and delivery of the contract scope.
- 3.6** **Time Schedule** is the Time Schedule for the execution of the contract, as this will be approved by ATTIKO METRO S.A..
- 3.7** **Contract Price** or **Contract Value** is the Overall Lump Sum Price (LSP) of the Contractor’s Financial Offer for the overall Contract Scope, referred to in the Agreement to be signed between ATTIKO METRO S.A. and the Contractor.
- 3.8** **Design** means all individual designs’ categories to be prepared by the Contractor and approved by ATTIKO METRO S.A. including the detailed drawings, documents, calculations and other data required for the implementation of the contract according to the relevant specifications.
- 3.9** **Board of Directors (BoD) of ATTIKO METRO S.A.** means the body that administers and represents the Company on the basis of its Statutes; in particular, it makes resolutions about any change in the Contract terms or other conditions thereof.
- 3.10** Wherever in the present Contract the following terms are mentioned “**at the Contractor’s expenses**”, “**borne by the Contractor**”, “**at the expense of the Contractor**”, “**without any particular compensation**”, “**without any particular fee**” or other similar terms, it means that the relevant expenses have been included in a converted form into the Lump Sum Price and that the Contractor is obliged to fulfil his obligations not being entitled to any additional compensation.

ARTICLE 4 CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE

The contractual documents and the items comprising the contract to be concluded are the following. The subject documents and items complement each other. In case of conflict among them, their order of precedence is as follows:

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- a. Procurement Agreement
- b. Financial Offer of the Contractor
- c. The Invitation to Tender, along with its appendices, and the Clarifications Document, that may be issued
- d. The Conditions of Contract (CC), along with its Appendices
- e. The Performance Specifications along with its Appendices
- f. The information data
- g. The Time Schedule approved by ΑΤΤΙΚΟ ΜΕΤΡΟ S.A., which shall be submitted by the Contractor upon signing the relevant Contract
- h. The Technical Offer of the Contractor.

ARTICLE 5 LANGUAGE OF THE CONTRACT

- 5.1** The official language of the contract is Greek.
The contract document shall be compiled in Greek and optionally in other languages, in total or in part.

Design data of any kind and data pertaining to drawings, etc. as well as the correspondence exchanged between the contracting parties shall be submitted to ΑΤΤΙΚΟ ΜΕΤΡΟ S.A. in Greek.

Documents and data, which have not been compiled in Greek, shall be submitted along with their official translation in Greek.

In case of discrepancies among the sections of the contract documents that have been compiled in other languages, the Greek language shall be the prevailing one.

Information and technical leaflets and other print outs – corporate or not – with special technical content, i.e. print outs containing technical characteristics, such as numeric figures, conversions into international units, mathematic formulae and drawings, that can be read in any language and their translation is not necessary, can be submitted in another language and do not have to be accompanied by a translation in Greek. .

Any type of communication with ΑΤΤΙΚΟ ΜΕΤΡΟ S.A. and the communication between ΑΤΤΙΚΟ ΜΕΤΡΟ S.A. and the Contractor shall be necessarily in Greek. The Contractor is obliged to facilitate the communication of his foreign employees with ΑΤΤΙΚΟ ΜΕΤΡΟ S.A. by making arrangements for the presence of interpreters.

ARTICLE 6 CONDITIONS FOR THE EXECUTION OF THE CONTRACT

- 6.1** By signing the contract, the Contractor accepts fully and unconditionally the information contained in the contractual documents and undertakes the obligation to adhere to all his responsibilities ensuing from the contract.

The Contractor shall be bound to:

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a) that, in all stages that have preceded the contract, he did not act in a illicit, unlawful or abusive manner and he shall continue to do so during the contract execution stage;

b) that, as soon as it comes to his knowledge, he shall notify without any delay the awarding authority on any situation (even if possible) involving conflict of interests (either personal, or family, financial, political or other mutual interests, including conflicting professional interests) between his legal or authorized representatives, as well as between employees or associates who are engaged by him in the execution of the Contract (e.g. through sub-contracting contract) and members of the personnel of the awarding authority who are involved in any manner whatsoever in the contract execution procedure and/or who can affect the process and the decisions of the awarding authority on the contract execution, whenever this situation arises throughout the contract execution period.

In case the Contractor is an Association, the responsibilities and prohibitions of this clause shall be in effect for all members of the association, as well as for the sub-contractors he utilizes for the execution of the Contract.

6.2 Should, prior to the signing of the contract, the Contractor fail to be informed of any data regarding the execution of the works pertaining to the scope of the contract, he shall not be released from his responsibility for its successful completion within the framework of the offered Amount and the contractual time period for the completion of the Supply.

6.3 Further to his on-site visit at the stations, tunnels, at the Depot, the Control Centre and at the project in general, the Contractor has taken into consideration the foreseen operation conditions of the existing System of the Thessaloniki Metro Base Project and its Extension to Kalamaria, as well as of the subject System under construction, in order to conduct safely and successfully the tests and the commissioning of the new trains in the without interrupting the Metro operation, if it has initiated.

6.4 In order to execute the works pertaining to the testing and commissioning of the trains, the Contractor shall take into consideration the operating and engineering hours of the Thessaloniki Metro System.

6.5 The Contractor should take into consideration the coordination related requirements with other contractors, in line with article 45 herein.

ARTICLE 7 STANDARDS - SPECIFICATIONS – CODES – REGULATIONS

7.1 The Contractor shall prepare the designs and execute the contract in line with the technical specifications, as these are defined in the

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contract documents, and, in any case, by fulfilling the minimum requirements of the applicable Greek legislation.

- 7.2** 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 expiry of the deadline for the submission of offers intended for the subject Tender.

In line with the provisions of Law 4412/2016 (FEK 147 A'/08.08.16), the order of prevalence of the standardized documents shall be as follows:

- European technical approvals
- Common Technical Specifications,
- International Standards
- Other technical reference systems established by European Standardization Organizations

or, in the absence of the above:

- National Standards,
- National Technical Approvals,
- National Technical Specifications.

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

- 7.3** The new Regulations, Specifications, Codes, Provisions, etc., or the new versions or amendments of those already used, to be valid during the execution of the Project shall be implemented, should they be obligatory pursuant their establishment or further to ATTIKO METRO S.A.'s pertinent requirement, while the Contractor shall comply with this requirement. For any difference that may arise – in terms of finance – the Contractor shall be compensated in addition to the contract price.

ARTICLE 8 DEADLINES – TIME SCHEDULE

8.1 Overall Contractual Time for the Delivery

The overall contractual time for the full completion and delivery of the scope of the Supply is set to **nine hundred and ten (910) calendar days** as of the contract signing date.

The overall contractual time shall include all activities of the Contractor concerning the design, construction, procurement, testing and commissioning of the **fifteen (15) train sets**, the supply of all consumable materials and components, the special tools and the

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Train Maintenance and Operation Manuals, training and, in general, the overall execution of the procurement, as this is described in article 1.1 herein and in accordance with the requirements of the Contractual Documents.

In the event the Contractor completes the train manufacturing activities prior to the determined completion date, foreseen in the Approved Time Schedule, then the written permit on the part of ATTIKO METRO S.A. shall be required for the train sets to be transported and delivered in an ATTIKO METRO S.A. Depot in the city of Thessaloniki.

8.2 Partial Delivery Time Periods

Partial delivery time periods are set, as described below, which are calculated in **calendar days, as of the Contract signing date, namely:**

	Description	Partial Contractual Delivery Time Periods (calendar days)
8.2.1	Completion of the manufacturing at the factory, testing, delivery and commissioning in ATTIKO METRO S.A. facilities in the city of Thessaloniki of the first train set	670
8.2.2	Completion of the manufacturing at the factory, testing, delivery and commissioning in ATTIKO METRO S.A. facilities in the city of Thessaloniki of the four (4) next train sets	820
8.2.3	Completion of the manufacturing at the factory, testing, delivery and commissioning in ATTIKO METRO S.A. facilities in the city of Thessaloniki of the five (5) next train sets , completion of the delivery of the main spare parts and equipment, as referred to in Table D of the Financial Offer Form, completion of the delivery of the operation and maintenance manuals, as well as completion of the training of the Operation Company's/Agency's personnel	870
8.2.4	Completion of the manufacturing at the factory, testing, delivery and commissioning at the facilities of ATTIKO METRO S.A. in Thessaloniki, of the last five (5) trains.	910

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8.3 Extensions

8.3.1 The Contractor is obliged to deliver the entire rolling stock within the time frames and in the way defined in the contract, in line with the articles 8.1 and 8.2 herein.

In case the execution of the works foreseen by the supply contract is delayed, the contractual times for the delivery of the rolling stock (overall and/or partial) may be extended prior to the expiry of the initial contractual times for the delivery on the following cumulative preconditions:

- a) that the provisions of article 337, Law 4412/2016 on the amendment of contracts during their validity periods are adhered to;
- b) that a documented Resolution of ATTIKO METRO S.A. BoD has been issued further to the opinion of the Committee responsible for the Monitoring and Acceptance of the Contract, either on the initiative of ATTIKO METRO S.A. and with the consent of the Contractor or further to the Contractor's pertinent request, which shall necessarily be submitted prior to the expiry of the contractual period;
- c) that the time period for the extension is equal or less than the initial contractual time for the delivery.

8.3.2 In case the contractual time for the delivery **is extended, then the penalties foreseen in paragraph 8.4** herein shall apply. The Resolution for the extension shall be issued within a reasonable time period as of the submission of the Contractor's pertinent request.

8.3.3 The contractual time periods for loading – delivering the trains (either overall and/or partial) can be shifted based on ATTIKO METRO S.A. BoD well-documented Resolution, which shall be issued further to the opinion of the Committee responsible for the Contract Monitoring and Acceptance. **Time Shifting** shall be allowed only in case of force majeure, or due to other significant reasons rendering on-time delivery of the rolling stock practically impossible.

8.3.4 In case of shifting the contractual time periods for loading – delivering the trains, **no penalties shall apply**.

8.3.5 **If the contractual delivery time periods (either overall and/or partial), as defined in articles 8.1 and 8.2 herein, expire without prompt submittal of a request for extension or if the deadline extended as per the above expires without delivery of the required individual part described in article 8.1 and/or 8.2 herein (without any prior new request on the part of the Contractor for extension), the Contractor shall be declared forfeited.**

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

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8.4 Penalties

The penalties imposed for overdue delivery of the Supply, as per the above paragraph 8.3.2, are described below:

If the contractual delivery time periods (either overall and/or partial) for the delivery of the trains are not adhered to, after expiry of the contractual time and until the expiry of the extension granted, a penalty of 5% shall be imposed on the contractual value of the train(s) delivered overdue, VAT excluded.

The value of the overdue deliverables shall be calculated based on the cost deriving from article 10.2.1 of these Conditions of Contract. If the Contractor has received an advance payment, in addition to the penalty foreseen as above, an interest on the advance payment amount that the Contractor has already received shall be also imposed, starting on the day following the expiry of the contractual delivery time and until the rolling stock is delivered; the maximum percentage of the overdue interest shall be used, as valid each time.

The penalty and the interests on the advance payment shall be collected by withholding the relevant amount from the Contractor's payment or, in case this amount is not sufficient or none, or by payment of an equal amount from the good performance and the advance payment letters of guarantee respectively, if the Contractor does not deposit the required amount.

In case of economic operators association, the penalty and interest shall be imposed on a proportional basis on all members of the association jointly and severally

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

ARTICLE 9 SPECIFICATIONS OF THE CONTRACT TIME SCHEDULE

9.1 Based on the contractual delivery times stipulated in article 8 of this document and within twenty (20) calendar days after signing the Contract, the Contractor shall submit to ATTIKO METRO S.A. for approval the Detailed Time Schedule, defining the completion time of each activity and the contractual delivery time, for the completion of the Contract scope.

The Contractor is obliged to develop, document, process and present the time schedule, in full compliance with the time, cost, quantitative, and other restrictions and terms determined in the documents of this Contract.

The above time schedule shall be reviewed by ATTIKO METRO S.A. within a deadline of fifteen (15) calendar days.

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If ATTIKO METRO S.A. makes comments and requires correction and re-submittal of the time schedule, then the Contractor shall resubmit it, having incorporated ATTIKO METRO S.A.'s comments, within a period of fifteen (15) calendar days after receiving ATTIKO METRO S.A.'s written notification.

ATTIKO METRO S.A. shall review, correct – if it deems it necessary - and approve the time schedule within a period of fifteen (15) calendar days after its re-submission.

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

This Time Schedule, as approved by ATTIKO METRO S.A., shall constitute the **Approved Time Schedule** of the contract and the Contractor shall be obliged to implement it in an undeviating manner.

9.2 When compiling his time schedule, the Contractor shall take into account that delivery - on the part of ATTIKO METRO S.A. - of the necessary technical information about the systems pertaining to this contract (e.g. Signalling, Telecommunications, etc.) shall be effected within 75 calendar days as of the Contract signing.

9.3 The detailed time schedule shall be structured on the Critical Path Method (CPM) using the PRIMAVERA software, showing each individual activity in sequence, so as to meet the contractual delivery date.

The activities shall constitute distinct parts of works, which, once completed, they shall produce determined and recognisable parts or phases within the Contract. The activities shall be connected through relations determining, thus, the work sequence and the time schedule logic. Mandatory constraints shall be utilised neither in the time schedule development nor in its update.

The time schedule shall be in accordance with and shall depict with precision the contractual delivery times of the supply and the critical dates included in the Conditions of Contract. The partial contractual delivery time periods along with the overall contractual time shall be confirmed by the contract's time schedule logic and the sequence of activities.

The time schedule shall indicate activities' duration, interfaces, earlier and later commencement and completion dates, total and free float, and the progress rates for various works. It shall also include activities not related to the manufacturing factory, such as designs, factory tests, procurement and delivery of materials and equipment. It shall also include in detail the Time Schedule of all kinds of tests at the

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factory and in the city of Thessaloniki, as well as personnel training related activities. Apart from the procurement related activities, **all activities in the time schedule shall be analysed in such a way, so that none of them last more than thirty (30) calendar days.**

The part of the time Schedule relating to the Designs shall include all activities concerning preparation, submission and review on the part of ATTIKO METRO S.A. of all designs, calculations, drawings and specifications. Moreover, it shall show the development, submission and approval by ATTIKO METRO S.A. of all manuals concerning Commissioning, Maintenance, Operation and Training as well as the Spare Parts' Lists required by the Contract.

The Time schedule shall take into account as a minimum one cycle of re-submissions for each design, namely: submission – review – re-submission – approval. This shall not apply to the designs for which there are different provisions in other contractual documents.

The section of the time schedule referring to the factory manufacturing and the individual supplies shall include the manufacturing, assembly, factory test, inspection, packaging, transportation, acceptance of all items of equipment and materials required.

When preparing the aforementioned time schedule, the Contractor shall pay attention to the following conditions:

- At specific time periods access to the trains shall be provided to other Contractors and works shall be executed in parallel with them. The Contractor shall coordinate with the other Contractors and schedule his activities in such a way so as not to obstruct the works executed by them;
- The coordination of designs, activities and tests with the other Contractors;
- The fact that dates or duration of activities have been omitted from the Time Schedule shall not deprive ATTIKO METRO S.A. of its right to define reasonable dates or durations as regards the aforementioned activities.
- At certain phases during the execution of the Contract, night shifts by the Contractor may be required. For this reason, the Contractor ought to adjust his work schedule in such a way so that, if it is required for his personnel to work in different shifts apart from the normal working hours, then no delays occur and the required works/tests progress smoothly;

In addition, the Contractor shall submit a detailed technical report containing a description of its time schedule for performing the works. The description shall also make reference to the progress rates of several activities.

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The organization of the Time Schedule shall be based on the Work Breakdown Structure (WBS) and shall contain as a minimum three (3) analysis levels, as mentioned below, which shall apply to each activity and shall be finalised by ΑΤΤΙΚΟ ΜΕΤΡΟ S.A.

- Level 1:** Specifies the type of work
- Examples: Design, Procurement / Factory Manufacturing, Installation, Testing, Acceptance, Commissioning.
- Level 2:** Specifies the Train where works/ tests are being performed on-board
- Examples: 1st Train, 2nd Train
- Level 3:** Specifies the specific section of the Train on which works/ tests are being executed.
- Examples: bogie, doors, air-conditioning, power supply, propulsion system

The activity ID shall consist of letters and numbers which shall refer to the train, the phase, and the specific system pertaining to the subject activity.

The cost breakdown for partial payments shall be in line with the time schedule's cost breakdown. For absorption controlling reasons, all costs stipulated in article 10.2 of this Document shall correspond to one or more activities of the time schedule, while the option for direct identification shall be also given. The precondition for the approval of the time schedule is to defining the cost centres of the each activity of the time schedule in PRIMAVERA, so as the progress (absorption) – time S-curves can derive along with the compilation of the table matching the payments of article 10.2 with the activities of the time schedule.

The time schedule shall be submitted in both printed and digital form.

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

Within the first five (5) days of each month, along with the Monthly Progress Report, the Contractor shall submit in print-out and in electronic format the updated current time schedule highlighting the actual progress as compared to the approved time schedule.

Along with the monthly progress report, the Contractor shall also submit photographs in printed and electronic format showing the

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progress of the supply, as well as videos indicating important milestones of the Contract (e.g. acceptance of vehicle in the Depot in Thessaloniki, Dynamic tests, etc.).

In addition, should this be requested by ATTIKO METRO S.A., the Contractor shall prepare and submit on a weekly basis or per time intervals to be determined by ATTIKO METRO S.A., a 4-week roll-up detailed work schedule in bar chart to show in detail all activities which are in progress or are about to start. The activities shown in the above bar chart shall consist in an extension of those included in the Approved Time Schedule, with which they must be in full compliance

It is stressed that the Contractor is not entitled to raise any claims or file any objections through the aforesaid report. ATTIKO METRO S.A. is not obliged to take stand as regards the content of the reports; however, this does not mean that it approves or accepts them.

In case of extensions to contractual delivery time periods (either overall and/or partial), the Contractor shall submit to ATTIKO METRO S.A. for review and approval the revised Time Schedule of the contract, as per the extensions granted.

- 9.4** If during the execution of the contract, delays are observed in relation to the approved time schedule at the Contractor's fault, then the Contractor is obliged to introduce all necessary measures for accelerating the works, at his judgment or in accordance with ATTIKO METRO S.A.'s suggestions. The acceleration measures foreseen in this paragraph shall be applied at the Contractor's care and expenses.

ARTICLE 10 FINANCIAL TERMS - GUARANTEES

10.1 Advance Payment

- 10.1.1** An overall interest-bearing advance payment equal to **forty percent (40%)** on the value of the Contract (Overall Lump Sum Price) to be paid partially shall be provided to the Contractor. Payment of the partial advance payments calls for the submission of a Letter of Guarantee of an equal amount, in line with the stipulations of paragraph 10.1.1.

The subject advance payment is optional and the Contractor must file a relevant request.

The advance payment shall be broken down as follows:

- **10%** Upon the contract signing
- **20%** Upon approval by ATTIKO METRO S.A. of the submitted complete Design for the Supply to be submitted by the Contractor
- **10%** Upon completion of the manufacturing of the vehicle's body and bogies - as regards the first train - and further

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to their inspection and approval by ΑΤΤΙΚΟ ΜΕΤΡΟ S.A..

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

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

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

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

where,

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

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

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

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

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

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

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

where,

Y: The non-amortized part of the advance payment

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

It is hereby clarified that the time period needed for calculating the accrued interest rates is defined as the period extending from the date

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when the advance payment was collected until the submission of the 1st Payment Certificate. As far as the subsequent Payment Certificates are concerned, this time period is calculated as the period extending from the date when the previous payment certificate was submitted until the date when the current certificate is submitted.

ε(%): interest rate that equals to the smallest interest rate of the 12-month Interest-Bearing Bonds (Greek Treasury Bills), or if no such Bonds are issued, of the 6-month increased by 0.25%.

10.1.2 ATTIKO METRO S.A. requires the Contractor to submit an Advance Payment Letter of Guarantee equal to the amount of the advance payment. The Advance Payment Letter of Guarantee shall be drafted in line with Sample B.1 or B.2 of this document in Greek or in English depending respectively. The advance payment to be granted shall be interest-bearing as of the date of its submission to the Contractor and shall be borne with an interest to be determined further to the decision of the Minister of Finance. As to the remaining items, applicable shall be article 302 of Law 4412/16 and articles 7.1, 7.4 and 7.6 of the Invitation.

10.2 Payments – Accounts – Payment Certificates

10.2.1 Payments of the Contractual Price shall be made as a percentage (%) as follows:

- **20%** of Lump Sum Price 1 of the Financial Offer, divided by fifteen (1/15) per train; it shall be effected proportionally upon trains' delivery at a Metro Depot in Thessaloniki, including tests in the manufacturing plant. For this payment, approval of the Macroscopic Control Protocol is required, in line with article 17 herein;
- **80%** of Lump Sum Price 1 of the Financial Offer, divided by fifteen (1/15) per train; it shall be effected proportionally upon successful execution of testing and commissioning of the trains at a Metro Depot in Athens and at ATTIKO METRO S.A.'s lines in Thessaloniki. For this payment, required shall be either the approval of the Final Acceptance Protocol (with no remarks) or the approval of the 1st Stage Final Acceptance Protocol (with minor remarks), taking into consideration – in this case – the amount that has to be withheld, as determined in the approved 1st Stage Final Acceptance Protocol, in line with article 17 herein,
- **100%** of Lump Sum Price 2 of the Financial Offer, upon delivery of the main spare parts, the special tools, the diagnostic testing equipment, the delivery of the Operation and Maintenance Manuals and the training of the Operation

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Company / Agency personnel. For this payment, approval of the Spare Parts' Final Acceptance Protocol is required, in line with article 17 herein.

10.2.2 The required back up documents foreseen for the partial payments of the Contractor are as follows:

- Accounts / Payment Certificates compiled by the Contractor and submitted to ΑΤΤΙΚΟ ΜΕΤΡΟ S.A. for review, accompanied by the approved protocols of macroscopic or final acceptances, depending on the requirements of each payment
- A proof of evidence (document) showing the material arrival at ΑΤΤΙΚΟ ΜΕΤΡΟ S.A.'s depot/ warehouse
- Invoice of the Supplier
- Tax and social security contributions clearance certificates, in line with the related provisions.

It is stressed that the Contractor shall be charged with:

- A deduction of 0.07% that will be calculated on the value of each payment pro taxes and retention of the contract, in view of covering the operational needs of the Uniform Independent Public Contracts' Authority that shall be borne by the subject Contractor (paragraph 7, article 375, Law 4412/16, as in effect each time). It is clarified that the amount withheld shall be charged with a 3% duty stamp and with a 20% duty stamp in favour of OGA (Agricultural Insurance Organization);
- the deduction of 0.02% in favour of the development and maintenance of the Integrated Information System (OPS) of ESIDIS , which will be calculated on the value, except VAT, of the initial and of any supplementary contract. This amount will be withheld from each payment by ΑΤΤΙΚΟ ΜΕΤΡΟ S.A. in the name and on behalf of the Ministry of Digital Governance. The aforesaid amount (deduction) shall be charged with the respective duty stamp and with the duty stamp in favour of OGA. Matters involving the time, method and procedure for the deduction of all aforesaid amounts of money shall be regulated by a joint decision to be made by the Ministers of Finance and Digital Governance.
- the deduction of 0.06% which shall be calculated on the value of each payment before taxes and retention of the initial one and of each supplementary contract in favour of the Authority responsible for the Examination of Preliminary Appeals, in line with paragraph 3, article 350 Law 4412/16. This deduction shall be charged with the respective duty stamp and with a the duty stamp in favour of OGA;
- any other lawful retention in favour of third parties that may arise, on the basis of the legislation.

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10.2.3 Upon approval of the acceptance protocol, further to the macroscopic control and final acceptance, the account / payment certificate shall be submitted in five (5) printed originals, as well as in digital form.

All ATTIKO METRO S.A.'s requirements, such as penal clauses or price reductions for defects and omissions, advance payments (interest-bearing) amortizations, any lawful retention and, in general, ATTIKO METRO S.A.'s requirements that have not been satisfied in any other manner, shall be deducted from the accounts of the Contractor.

The accounts shall always be compiled always on a recapitulative basis. The amounts paid through the preceding accounts shall be deducted from the new account and the new payable amount shall derive thereof. The Contractor shall not be entitled for submitting a new account unless ATTIKO METRO S.A. has certified the previous one.

ATTIKO METRO S.A. shall review the account within thirty (30) calendar days as of the date of its receipt and, having verified the works for which the Contractor requests payment coincide with those of the acceptance protocol further to macroscopic control/final acceptance, it shall certify them.

If the required certificates / back up documents of the account contain ambiguities, inaccuracies or omissions, then ATTIKO METRO S.A. shall point them out to the Contractor and instructs the re-compilation and re-submittal the Account. In this case, the prescribed 30-calendar day deadline commences on the date when the Contractor resubmits the Account. After review, the account is approved by ATTIKO METRO S.A. and becomes the payment certificate for the Contractor's payment.

In view of the Contractor's payment, the accounts shall be accompanied by an invoice from abroad if the materials, equipment, spare parts, etc. are manufactured abroad and are imported in Greece or by an invoice from Greece if the above are manufactured in Greece or certain works are executed in Greece.

The payments shall be effected via a remittance, as regards imports in the name of ATTIKO METRO S.A. or provision of services related to facilities (installations), tests and maintenance, if the Contractor's presence in Greece was not required for a period exceeding 183 days. The remittance related expenses shall be borne by the Contractor. As regards invoices issued by the Contractors established in Greece (when services are provided for a period exceeding 183 days), a cheque shall be issued payable to the branch or to the company of the Contractor in Greece. The provision of receipt is necessary for the payment.

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The invoice shall be accompanied by detailed lists giving the spare part description code in English and Greek, the measurement unit, the unit price and the value.

All payments to the Contractor deriving from this Contract shall be effected only if the invoices submitted by him are issued by a company/consortium, which has been established lawfully in Greece according to the Greek Laws, or if the invoices have been issued in a foreign country. The invoices must be fully documented, justified and accompanied by the necessary back up documents.

ΑΤΤΙΚΟ ΜΕΤΡΟ S.A. shall pay to the Contractor the amount in the approved account within thirty (30) days as of the date when the invoices were received, provided that these Invoices are accompanied by the aforementioned required lawful documentation.

10.3 Good Performance Guarantee

ΑΤΤΙΚΟ ΜΕΤΡΟ S.A. shall request the Contractor to deposit a Good Performance Letter of Guarantee equal to four (4%) per cent **on the estimated value** of the Contract.

The Good Performance Letter of Guarantee can be deposited until the conclusion of the Agreement, in line with article 302, Law 4412/16 and the stipulations of articles 7.1, 7.3 and 7.6 of the Invitation.

The Good Performance Letter of Guarantee to be issued by the Contractor **shall be compulsorily in accordance** with Samples A1 and A2 attached to these CC, in Greek and in English respectively, and shall be accompanied by an official translation in Greek.

The Good Performance Letter of Guarantee shall become payable in favour of ΑΤΤΙΚΟ ΜΕΤΡΟ S.A. in the event that the Contractor breaches the terms specified in the Contract.

In case of contract amendment as per article 337, Law 4412/16, concerning contract amendments throughout their validity period, which entails an increase to the contract value, ΑΤΤΙΚΟ ΜΕΤΡΟ S.A. must require the Contractor to submit until the amended contract is concluded, a supplementary Good Performance Letter of Guarantee whose amount shall rise up to 4% on the amount by which the contract value is increased.

The Good Performance Letter of Guarantee shall cover in total and without any exception all contract conditions and any requirement of ΑΤΤΙΚΟ ΜΕΤΡΟ S.A. made before the Contractor.

The validity period of the Good Performance Letter of Guarantee must be at least greater by three hundred and sixty five (365) days than the contractual time for loading or delivery for the time period set forth in article 5 of this document.

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If the validity period of the Good Performance Letter of Guarantee expires prior to the final acceptance of the contract scope at the Contractor's fault, then the Contractor shall be responsible for extending the subject guarantee's validity period, prior to its expiry date, in line with ΑΤΤΙΚΟ ΜΕΤΡΟ S.A.'s instructions.

The Good Performance Letters of Guarantee shall be returned in their totality further to the quantitative and qualitative receipt of the entire scope of the contract, in line with the stipulations of paragraph 10.5 of this article.

10. 4 Good Operation Letter of Guarantee

Further to the final acceptance, the submission of a Good Operation Letter of Guarantee is required by the Contractor in view of covering the requirements of the good operation guaranteed period.

The amount of the Good Operation Letter of Guarantee shall be equal to five per cent (5%) of the estimated value of the Contract, VAT included, in line with article 302, Law 4412/16 and the stipulations of articles 7.1 and 7.5 of the Invitation.

The Good Operation Letter of Guarantee to be issued by the Contractor shall be **mandatorily in accordance with** Samples C1 and C2 attached herein, in Greek and in English, accompanied by an official translation in Greek, respectively.

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

The Good Performance and Advance Payment Letters of Guarantee shall be returned to the Contractor upon the final quantitative and qualitative acceptance of the entire scope of the contract.

In case remarks are made on the final qualitative and quantitative acceptance protocol or in case of undue delivery, the good performance and the advance payment letters of guarantee shall be returned having the aforesaid remarks and undue delivery being addressed.

In case of partial acceptances, the Good Performance and Advance Payment Letters of Guarantee shall be gradually released, by the amount corresponding to the value of the part of the quantity that was finally accepted.

Their gradual/overall release shall call for the prior opinion by the Monitoring and Acceptance Committee and the relevant approval by the BoD of ΑΤΤΙΚΟ ΜΕΤΡΟ S.A.

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The Good Operation Letter of Guarantee shall be returned upon completion of the good operation warranty period.

The Good Operation Letter of Guarantee shall be released upon compilation of the acceptance Protocol of the guaranteed good operation by the Monitoring and Acceptance Committee and upon its approval by ATTIKO METRO S.A. BoD. It is stressed that the necessary precondition for the approval of the relevant protocol consists in ascertaining the compliance of vehicles with all parameters and performances, indicated by the Contractor during his offer's submission stage, via the issuance of a special Proceedings by the Monitoring and Acceptance Committee.

ARTICLE 11 CONTRACTOR'S DESIGNS

- 11.1** Upon the contract signing, the Contractor ought to proceed to the preparation of the Design, in line with the provisions of the Document entitled “Performance Specifications”.
- 11.2** Through his design, the Contractor shall ensure the compatibility of the new trains with the existing network, stations, tunnels, with the older trains and with all infrastructures and systems of the project and of the depot. This design shall also include the methods through which the Contractor shall ensure the necessary compatibility, where required.
- 11.3** The Contractor shall be exclusively responsible for any deficiencies in the Design, to be prepared by him, resulting from his omission to timely request information and details regarding the execution of the contract, as well as information concerning other contractors involved in the project.
- 11.4** In order to review the Design and express its relevant comments on Design, as this will be gradually submitted, ATTIKO METRO S.A. shall have a deadline of thirty (30) calendar days following each submission.
- 11.5** If any errors, deficiencies and inconsistencies are found during the said review, as compared to the provisions of the contractual documents, then the aforesaid Design shall be returned for correction.
- 11.6** Within thirty (30) calendar days following the receipt of ATTIKO METRO S.A. comments, the Contractor is obliged to resubmit the respective design for approval by ATTIKO METRO S.A., who, in its turn, must re-examine it within thirty (30) calendar days after its receipt.
- 11.7** The aforesaid designs shall be submitted in five (5) sets (1 original and 4 copies) and in two (2) additional sets in electronic format, according to ATTIKO METRO S.A. instructions.

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- 11.8** All expenses required for the compilation of the Design, including all engineering activities of the Contractor, shall be converted into the price of his offer and, thus, the Contractor shall not be entitled to any extra fee.
- 11.9** All works to be executed based on the aforesaid designs are included in the Contractual Price, while ATTIKO METRO S.A. shall not accept any alteration to this Price on account of any corrections made during the approval of the Designs by ATTIKO METRO S.A..
- 11.10** It is stressed that the approval of the Design, calculations, drawings work methods, procedures, tests, bill of quantities, etc. by ATTIKO METRO S.A. shall not release the Contractor from his responsibilities deriving from the Contract and does not constitute in any way acceptance of the efficiency and soundness of the design.
- 11.11** It shall not be allowed for the Contractor to execute any work relating to the manufacturing and the supply of the trains prior to the approval of the relevant design by ATTIKO METRO S.A.
- 11.12** The evaluation of the Technical Offer, as well as the Contract signing shall not entail the acceptance of any terms conflicting with the requirements of the tender documents, while the Contractor, when preparing the designs, has to comply with the specifications and requirements of the contract documents.
- 11.13** The Contractor has examined at his own care and responsibility the entire content of the data and documents constituting the contract's data, and he has accepted it in full and without any reservations.
- 11.14** In case a deviation from the contract provisions is required due to construction inability, inability to ensure materials, means/equipment, laboratories etc. or due to revision of the specifications/standards in force, the Contractor shall submit a Request for Technical Deviation.

The Request for Technical Deviation must be accompanied by a report, adequately documenting the reasons for which there is inability to comply with the contract provisions, including also a comparative technical report between the proposed solution and the contractually foreseen one (indisputable advantages or at least its equivalence, as compared with the contract requirement), reference to the adequacy and completeness of the proposed solution, its compliance with the remaining specifications of the Contract and its compatibility with the overall Supply. The relevant Request must also include an analysis and documentation of the difference -in terms of cost- between the proposed and the contract solution, if any, as well as the impact of the proposed solution on the Time Schedule of the Contract.

The deviation shall be implemented further to ATTIKO METRO S.A. review and approval. The request for Technical Deviation must be

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submitted and approved prior to the submission of the (corresponding) Design.

ARTICLE 12 POWER SUPPLY / CONSUMPTION

12.1 The power supply required for testing the trains at the facilities of Pylea Depot and in the Thessaloniki Metro Project (Base Project and Kalamaria extension) shall be effected at ATTIKO METRO S.A. and the Operation Company/Agency’s responsibility.

12.2 The power supply cost during Testing and Commissioning of the trains at the facilities of Pylea Depot and in the Thessaloniki Metro Project (Base Project and Kalamaria extension) shall be effected at ATTIKO METRO S.A. and the Operation Company/Agency’s responsibility and shall be borne by same.

ARTICLE 13 SYSTEMS COMPATIBILITY

The Contractor shall ensure the compatibility of the new trains with the 18 initial trains of the Base Project and with the existing electromechanical and railway systems and those under construction of both the Base Project and the Extension to Kalamaria.

If so required, further to the Contractor’s request, ATTIKO METRO S.A. shall provide access to the existing equipment of the existing systems, as well as to the necessary and available technical information, and their relevant Specifications.

ARTICLE 14 PROGRESS REPORTS

The Contractor shall submit to ATTIKO METRO S.A. a monthly progress report in three (3) copies until the fifth day of each calendar month and for the entire duration of the contract. The subject report shall cover the progress of works of the preceding calendar month, in accordance with article 9.3 of these CC. The purpose of the monthly progress report is to give a clear picture of the work progress and to record adherence or non-adherence to the approved time schedule of the contract. The subject progress report shall also record the reasons for any deviations, and shall present the action plan for the recovery of delays - if any, in line with article 9.4 herein.

Submission of the monthly progress reports shall commence thirty (30) calendar days after the contract signing date.

ARTICLE 15 MONITORING – ACCEPTANCE OF THE CONTRACT BY ATTIKO METRO S.A.

15.1 The monitoring and acceptance of the Contract, as well as the more general organizational structure that will be required for the impeccable supervision of the aforementioned Contract shall be

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carried out through the advisory and organizational bodies to be appointed by the BoD of ΑΤΤΙΚΟ ΜΕΤΡΟ S.A.; these bodies shall be notified in writing to the Contractor, upon the contract signing.

15.2

In line with paragraph 11b, article 221 Law 4412/16, as this has been amended through article 108 Law 4782/21, the monitoring and acceptance of the Contract shall be carried out by Contract Monitoring and Acceptance Committee, to be appointed by ΑΤΤΙΚΟ ΜΕΤΡΟ S.A.’s BoD. More specifically, the Contract Monitoring and Acceptance Committee shall consist in five (5) members, while, as an indication and not exhaustively the subject Committee shall be responsible for the following, namely:

- it shall make recommendations on all issues pertaining to the acceptance of the scope of the Contract by proceeding with macroscopic, functional and/or operational controls of the Contract scope to be accepted (if foreseen by the Contract or if deemed necessary);
- it shall prepare the relevant protocols, shall monitor and control the appropriate execution of the terms of the Contract and adherence to the obligations of the Contractor and it shall make the relevant recommendation on the measures which need to be introduced in the event that the aforementioned terms are not adhered to;
- it shall opine before the BoD on issues related to any Contract extensions and amendments, as well as technical deviations;
- It shall approve the Contractor’s designs’ submittals, after their review by the Engineering Department;
- It shall approve the time schedules, accounts and requests for advance payments – all submitted by the Contractor.

15.3

In addition, ΑΤΤΙΚΟ ΜΕΤΡΟ S.A.’s BoD shall appoint the Contract Organization and Support Department, which shall be responsible for issues pertaining to the organization and support of the Monitoring and Acceptance Committee, for items related to the correspondence and communication with the Contractor, as well as for issues regarding coordination with other agencies. Moreover, the Contract Organization and Support Department shall be responsible for appointing the pertinent personnel to support the Monitoring and Acceptance Committee in issues related to supervision.

15.4

In line with paragraph 11b, article 221 Law 4412/16, as this has been amended through article 108 Law 4782/21, ΑΤΤΙΚΟ ΜΕΤΡΟ S.A.’s BoD shall be required to appoint the three-member Objections Evaluation Committee, which shall be responsible for examining the foreseen objections and appeals that might be filed before ΑΤΤΙΚΟ ΜΕΤΡΟ S.A. in line with article 43 of this document. Its members shall

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be different than the members of the Monitoring and Acceptance Committee.

15.5 The documents pertaining to the contract shall be communicated to the authorized representative of the Contractor by the Organization and Support Coordination Department through a letter and vice versa. Each letter shall be transmitted at the address of the contracting party mentioned in the Contract. The date of the document’s receipt by ATTIKO METRO S.A. shall be the date when the letter was received from the Document Control Centre of ATTIKO METRO S.A., which shall be verified by the respective DCC stamp on the said letter. Instructions about the type of letters shall be provided to the Contractor after the Contract signing.

15.6 Contract execution monitoring shall neither raise nor reduce all lawful and contractual liabilities of the Contractor nor does it release the Contractor from his liabilities for omissions or faults during the execution of the Contract. The Contractor shall be responsible for the completeness of the contract scope. The Contractor shall be under the obligation to comply with the written instructions of ATTIKO METRO S.A. arising from the terms of the Contract, which are provided in order to ensure the flawless, complete and timely implementation of the service.

There is no employee/employer relationship in the sense of article 992 of the Civil Code between ATTIKO METRO S.A. and the Contractor.

ARTICLE 16 CONTRACTOR’S PERSONNEL

16.1 Upon signing the contract, the Contractor shall announce to ATTIKO METRO S.A. the name of his representative and attorney, as well as the address of his head offices in Athens or Thessaloniki.

16.2 Within ten (10) calendar days upon signing the contract, at the latest, the Contractor shall transmit to ATTIKO METRO S.A. for approval the appointment of both the Manager and the Person Responsible for the Implementation of the Contract Works. The relevant submission shall be accompanied by the CVs of both executives, whereby it must be proven that they both possess the minimum experience stipulated in paragraph 15.3 of this article. Upon approval of the aforesaid submission, both executives shall assume their duties immediately.

16.3 More specifically, the Manager must be a graduate Electrical or Mechanical Engineer with at least 10 years of experience in the scope of the contract. The Person Responsible for the Implementation of the Contract Works, who must assume his duties his duties prior to the commencement of the Contract works, shall be also a graduate Electrical or Mechanical Engineer with at least 5 years of experience.

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In particular, as concerns the specialized personnel to be engaged in the works for the modifications of the existing already installed items of equipment, they must be both certified and experienced in the subject equipment.

- 16.4** The Manager and the Person Responsible for the Implementation of the Contract Works shall be fully authorized by a proxy to represent the Contractor in technical issues. The same proxy shall also include a statement of these persons, whereby they accept their appointment and responsibilities.

Both executives shall be responsible for the workmanlike, flawless and safe performance of works and for the introduction and implementation of the required measures for the safety and protection of personnel and any third party during the execution of the contract against any damage caused to works and structures of third parties. In addition, he shall be responsible for the tests and the commissioning of the contractual scope.

- 16.5** It is explicitly determined that the Contractor is liable before ATTIKO METRO S.A. for the acts and omissions of both executives. The service of the aforesaid persons shall be valid throughout the execution of the Contract. For their substitution, ATTIKO METRO S.A. must provide its prior explicit written approval.

- 16.6** ATTIKO METRO S.A., at its judgment, may not grant its approval for the aforesaid persons if it deems that they does not possess the required qualifications and experience or are not suitable for the said position.

- 16.7** In addition, ATTIKO METRO S.A. is entitled to request that the Contractor to remove any of his employees deemed inappropriate for the safe and flawless manufacturing, commissioning and attending the tests of the contract's trains, whose behavior towards ATTIKO METRO S.A.'s personnel or third parties was also considered improper.

In these cases, within a 10-day period upon the communication of ATTIKO METRO S.A.'s resolution, the Contractor has to propose another person.

- 16.8** It is explicitly defined that the appointment of the aforementioned persons does not release the Contractor from the responsibilities and obligations, the Contractor always remaining exclusively liable before ATTIKO METRO S.A..

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ARTICLE 17 DELIVERY - ACCEPTANCES

17.1 Delivery of the Scope

The Contractor is obliged to deliver the rolling stock and the spare parts within the time limitation and as specified in the Contract. The Contractor is obliged to notify the Monitoring and Acceptance Committee through the Organization and Support Department on the date he intends to deliver the materials at least five (5) working days in advance.

Upon delivery of the material to the specified area (depot/warehouse), the Contractor shall submit to ΑΤΤΙΚΟ ΜΕΤΡΟ S.A. proofing documentation validated by the Person Responsible for the Acceptance including delivery date, the material, the quantity and the number of the Contract based on which delivery was effected.

17.2 Acceptance of Rolling Stock – Spare Parts

The rolling stock shall be accepted by the Monitoring and Acceptance Committee, as this is defined in article 15.2.

During the acceptance procedure of the procurement, a quantitative and qualitative control shall be carried out and, if the Contractor wishes so, he can be present. The cost for the subject controls shall be borne by the Contractor. Further to the foreseen controls, the Monitoring and Acceptance Committee shall prepare protocols for macroscopic control, final acceptance, final acceptance with remarks (stages 1 and 2) or for rejection of materials.

a) The macroscopic control takes place in the Depot further to the assembly of the train(s). The Contractor is obliged to inform in writing the Monitoring and Acceptance Committee on the completion of the assembly works and invite the Committee to perform a visual inspection. During the macroscopic control, the Monitoring and Acceptance Committee proceeds with the quantitative inspection of the completeness of the train(s). Within one (1) month further to the communication made by the Contractor and provided that no deviations are ascertained, the Monitoring and Acceptance Committee shall draft a macroscopic control protocol to be approved by ΑΤΤΙΚΟ ΜΕΤΡΟ S.A.'s BoD. In case the Monitoring and Acceptance Committee rejects the rolling stock due to deviations found during visual inspection, the Committee shall not proceed with further inspections.

b) The final acceptance takes place in two (2) stages and is carried out further to the successful completion of all required tests and the commissioning of the trains.

The Contractor is obliged to inform in writing the Monitoring and Acceptance Committee – through the Organization and Support Department - on the completion of the tests and the commissioning

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of the train(s) and invite the Committee to perform the final acceptance.

The Acceptance Committee can:

- i. proceed with the acceptance of the rolling stock
- ii. proceed with the acceptance with remarks of the rolling stock due to deviations from the technical specifications of the Contract
- iii. reject the rolling stock. Within two (2) months further to the communication made by the Contractor and provided that no deviations are ascertained, the Monitoring and Acceptance Committee shall draft a Final Acceptance Protocol to be approved by ATTIKO METRO S.A.'s BoD.

In case the Monitoring and Acceptance Committee ascertains that there are deviations from the technical specifications of the contract which do not affect the suitability and safe operation of the trains and are deemed to be of minor importance, then the final acceptance procedure is carried out in two stages, namely:

1st Stage: The Monitoring and Acceptance Committee compiles the Final Acceptance Protocol of the 1st Stage, whereby it accepts the contract scope and in which it records in detail the relevant minor deviations, while a reasonable time period is also defined therein for the Contractor to proceed to their rectification, should this be possible. In the subject Final Acceptance Protocol, the Monitoring and Acceptance Committee determines the amount that will temporarily be deducted from the contract value of the scope to be accepted until the completion of the 2nd Stage of the Final Acceptance, which will be proportionate to the minor deviations. The Monitoring and Acceptance Committee recommends the approval of the aforementioned Final Acceptance Protocol to ATTIKO METRO S.A.'s BoD; upon its approval the subject Protocol is communicated to the Contractor.

2nd Stage: After the elapse of the period given to the Contractor for the rectification of the aforementioned deviations, the Monitoring and Acceptance Committee proceeds to the inspection of the contract scope and to its acceptance - with or without any reduction on the contract price – and compiles the Final Acceptance Protocol of the 2nd Stage. The Final Acceptance Protocol of the 2nd Stage is approved by ATTIKO METRO S.A.'s BoD.

If this is not the case, should, in ATTIKO METRO S.A.'s opinion, the material deviations from the technical specifications affect its suitability and the material cannot be used, then the Contractor will be required to rectify the subject deficiencies within a reasonable deadline. If these deficiencies are not reinstated, then upon ATTIKO METRO S.A.'s BoD justified resolution and the issuance of the opinion of the Monitoring and Acceptance Committee, the material to be accepted shall be rejected.

For rejected trains or trains accepted with reduction of the contract price further to checks performed by the First Degree Acceptance

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Committee, materials can be checked from a Second Degree Acceptance Committee.

Referral to the Second Degree Acceptance Committee is subject to the Contractor's relevant request or *ex officio* by ATTIKO METRO S.A.. The Second Degree Acceptance Committee shall proceed anew with all checks foreseen by the Contract and shall draft the relevant Acceptance or Rejection Certificate following the same procedure.

The request for re-examination of the material by a Second Degree Monitoring and Acceptance Committee shall be submitted by the Contractor within a mandatory deadline of twenty (20) days upon communication of the relevant resolution. The costs of the Second Degree Monitoring and Acceptance Committee shall be borne by the Contractor if the materials are conclusively rejected or accepted with reduction, irrespective of whether the referral to a new check was effected further to the Contractor's relevant request or *ex officio* by ATTIKO METRO S.A.. The distribution of the expenses shall be subject to the BoD's pertinent resolution and shall be deducted from the payment of the Contractor or shall be collected from the Good Performance Letter of Guarantee of the Contract.

Protocols drafted by the Monitoring and Acceptance Committees, be it of First or Second Degree, shall be also mandatorily communicated to the Contractor.

If the Contractor disagrees with the result of the laboratory inspections conducted further to the acceptance by the First or Second Degree Monitoring and Acceptance Committee, he may request in writing an appeal inspection, in line with article 208, Law 4412/16. The result of the appeal inspection is mandatory and final for both parties.

In case the Contractor does not exhibit any compliance, then applicable shall be the provisions of article 33 herein.

The rolling stock may be set in revenue service only upon the final acceptance (with no remarks) or the final acceptance of the 1st Stage (in case of minor deviations) by ATTIKO METRO S.A. as per the above.

With regard to the acceptance of the spare parts, three (3) months further to their delivery to ATTIKO METRO S.A.'s warehouse the Monitoring and Acceptance Committee shall proceed with the quantitative and qualitative inspection shall draw a Final Acceptance Protocol in line with the provisions of para. (b) above.

Upon the approval of the Final Acceptance Protocol (either with no remarks or during the 1st Stage of the Final Acceptance with minor remarks) of the entire Contract or any self-standing parts thereof, the

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

ARTICLE 18 GOOD OPERATION WARRANTY

18.1 The **warranty period** during which the Contractor is fully responsible for the Contract and the good performance of the trains is **defined to three (3) years** as of the final acceptance of the entire scope of the contract.

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

a) Correction, repair, refurbishment and restoration of defects, bad workmanship, faults and construction defects and omissions of the hardware & software caused by the Contractor.

The spare parts, the materials, the equipment and the works required to correct deficiencies and bad workmanship, in view of ensuring good operation of the trains throughout the guarantee period shall be provided by the Contractor, shall constitute his responsibility and their cost, including transportation cost, shall be borne by the Contractor.

b) Supply and availability of the consumable spare parts falling under the warranty period, in line with the stipulations of the Document entitled “Performance Specifications”.

c) Supply and availability of the special tools, required for the repair and maintenance, as well as the testing diagnostic equipment.

d) Technical support to the STASY's Maintenance Service. The technical support shall consist in the constant presence on site and shall be provided by at least one (1) Specialized Technician (Warranty Manager) with a ten-year experience in the maintenance of trains and by two (2) Specialized Persons, i.e. one (1) Specialized Rolling Stock Electrical Engineer and one (1) Rolling Stock Mechanical Engineer with a six-year experience each in the maintenance of trains. The Specialized Technical Staff of the Contractor shall possess the experience and the capability required, in order to be able to identify and handle any fault related to the Equipment and Systems of the trains. The Team of the Specialized Staff shall provide its

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technical support to the Operation Company/Agency's Maintenance Division.

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

18.2 The procedure to be implemented with regard to the repair of defects and damage occurring during the operation of the trains throughout the warranty period is as follows:

- a) The Operation Company/Agency (Maintenance Service) issues a work instruction, which concerns the rectification of fault/defect and includes fault related data (such as type, location, time), as well as the assessment of the Maintenance Service with regard to the cause of the fault/defect. The instruction is copied immediately to the Contractor by ATTIKO METRO S.A..
- b) The Contractor, upon receipt of the work instruction, proceeds immediately with the necessary activities for the rectification of the fault/defect and provides the required spare parts and personnel, without any additional financial burden to ATTIKO METRO S.A..
- c) If the Contractor, after receiving ATTIKO METRO S.A.'s work instruction, fails to meet immediately his contractual obligations regarding the rectification of the fault/defect, then ATTIKO METRO S.A. shall proceed with the necessary corrective actions on his behalf and at his cost, reserving all its rights as per the provisions of the Contract and the Law.

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

18.4 With regard to the equipment of the trains and the components that have been either repaired or replaced during the guarantee period, **their good performance warranty period is extended by a six (6)-month period after the expiry of the warranty period of the contract.**

18.5 The Contractor shall accept full responsibility for the Design as regards efficient operation, satisfactory performance in service and compliance with the requirements of the Specification during the Guarantee Period.

During that period, should the equipment or any component or individual system or software item thereof, fail repeatedly and does

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not operate or perform, as stipulated in the Specifications, then such failure shall be deemed to be a Design failure, in line with the requirements of the Document entitled “Performance Specifications”.

In this case, the remedy of the failure by the Contractor shall include modification to the design of the associated components, of the equipment or software or systems and any associated removal and re-installation work, as well as the general application of the remedy to such other like components or systems, wherever this is necessary. The relevant expenses shall be borne by the Contractor.

18.6 The Operation Company/Agency shall be responsible for the scheduled maintenance of the trains and its cost shall be borne by STASY. During the execution of the works relating to the scheduled maintenance, the Contractor is obliged to provide his services for supporting the Operation Company/Agency’s Maintenance Team for the optimal maintenance of the trains, in accordance with the Operation and Maintenance Manual and the Illustrated Part Lists that he has submitted.

18.7 Within one (1) month upon the expiry of the deadline of the foreseen warranted operation, the Monitoring and Acceptance Committee shall draft the relevant Acceptance Certificate verifying that the Contractor complies with the requirements of the Contract (including checks of RAMS and the partial performances, for which he has been evaluated and committed in his offer). In case of non compliance – in full or in part - on the part of the Contractor, the Monitoring and Acceptance Committee may propose payment - in full or in part - of the Good Operation Letter of Guarantee, as foreseen in article 10 herein. This Protocol shall be approved by ATTIKO METRO S.A’s BoD.

ARTICLE 19 SPARE PARTS

The Contractor shall be responsible for the supply of all spare parts of the Contract to ATTIKO METRO S.A., as these are described in the Contract Documents.

19.1 Main spare parts of the Contract

These are the spare parts determined by ATTIKO METRO S.A. in the Document entitled “Performance Specifications”.

19.2 Warrantee Period Main Spare Parts

The contract scope shall include the Warrantee Period main spare parts required throughout the three-year warrantee period of the contract for the correction of any faults, defects, bad workmanship and other deficiencies, which are due to the Contractor. The Contractor shall assume the responsibility and the expenses for storing the warrantee period main spare parts and shall be exclusively responsible for their availability.

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19.3 Warrantee Period Consumable Spare Parts (components and materials)

The scope of the contract shall include the supply of the warrantee period consumable spare parts (components and materials), which are subject to wear or “contamination” during the normal operation of the trains, and, therefore, the replacement of which is required at specified time intervals to ensure smooth operation for the three (3) years of the warrantee period.

Additional data on the consumable spare parts (components and materials) of the Warrantee are included in the document of the Performance Specification.

19.4 The cost of the all the aforementioned spare parts, deliverable at ATTIKO METRO S.A.’s warehouses in Thessaloniki, is included in the Lump Sum Price of the Contractor’s Offer.

19.5 The Contractor shall guarantee that all necessary spare parts shall be at the disposal of ATTIKO METRO S.A. for a period of 15 years from the expiry of the warrantee period for the entire Contract Scope.

19.6 Throughout the warrantee period, the Contractor shall be exclusively responsible for the availability of the spare parts and materials for the purpose of the maintenance and good operation of the trains. The available spare parts’ stock at the Depot during the warranty period shall cover the Supply needs for a time period of at least one (1) year.

19.7 The three-year guarantee of the contract scope shall cover the total of the main spare parts stored in ATTIKO METRO S.A.’s warehouses. Should a defective material be found upon its use, it shall then be immediately replaced by the Contractor.

19.8 The Contractor shall organize the list of spare parts in such a manner so that the Company/Operation Agency is able to use the spare parts current codification based on the computer aided system for the management of spare parts. The electronic system for the management of spare parts itself does not constitute part of the scope of the Project.

19.9 The Contractor shall submit a complete list containing all special tools, required for the maintenance and repair of the scope of the contract. The Contractor shall provide a sufficient number of all required special tools, in view of facilitating the Operation company’s/Agency’s Maintenance Service in the proper maintenance and repair of the trains. The number of the tools shall be approved by ATTIKO METRO S.A., based on the pertinent functional analysis to be handed over.

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ARTICLE 20 SOFTWARE AND SOURCE CODE

20.1 Along with the equipment, the Contractor shall provide detailed information and documentation in relation to the entire software to be utilized in the equipment and its sub-systems. This information shall include the source code (in electronic and printed form), as well as the object code (in electronic form) properly documented (architecture and planning, library software, operational system and settings, communication protocols, files, etc), as described in the Document entitled “Performance Specifications”.

The source code can only be delivered in electronic format, should it be accompanied by a printed, complete and detailed table of contents regarding all deliverables, as well as by data relating to the software background and instructions for use.

20.2 The Contractor is obliged to provide all data that are necessary and relate to the software in use, as well as the non-exclusive and irrevocable software license, so as ATTIKO METRO S.A. to be able to proceed to the future to any type of modifications, enhancements or upgrades.

Should essential and irrevocable reasons exist, so as not to deliver the source code and the thorough documentation of the software in use, but only the items necessary for the smooth operation and maintenance of the trains, then for this section only (which will not be delivered) the conclusion of an “Escrow Agreement” is absolutely required in order to ensure ATTIKO METRO S.A. interests.

The Contractor is obliged to sign -at his cost- a contract with an “Escrow Agreement” Company to be selected by him and approved by ATTIKO METRO S.A. in order to submit the source code. The Contractor, at his own cost, is obliged to keep the source code in “Escrow” for 10 years upon the completion of the warranty period.

The Contractor shall submit a certification by the “Escrow Agreement” company, according to which:

- a. The submitted means are compatible, complete and tested, in order to verify that the source code files are similar to those of the software manufacturer and that they are included in the submitted software.
- b. The submitted source code in a fully developed form shall process the data in the same way, as the program for which there is a relevant permit.
- c. The submitted source code has been updated, according to the latest changes effected.

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In case the Contractor or the software development company related to the Supply closes down, partially or fully, files a petition for bankruptcy, or is declared in a state of insolvency or is merged and/or bought by another company or fails to respond to ATTIKO METRO S.A.'s request for the provision of technical support to ATTIKO METRO S.A. or fails to respond to ATTIKO METRO S.A.'s request for upgrading the software at ATTIKO METRO S.A.'s expense, or fails to respond to ATTIKO METRO S.A.'s request for repairing a fault of the software, then within a 30 - day period, the “Escrow Agreement” company shall release the total of the submitted software to ATTIKO METRO S.A. and this will become property of ATTIKO METRO S.A., without being obliged to cover any expense.

- 20.3** The Contractor shall provide ATTIKO METRO S.A. with non-exclusive and irrevocable licences for the utilization of the software, standards, codes, drawings, etc. to be provided in the framework of this contract, for the operation, maintenance and upgrading of the trains within the boundaries of the Greek State and for fifty (50)-year time period, without the obligation to pay intellectual property rights to the Contractor, the present document serving as a transfer and cession of the above rights.

In particular and in the framework of exercising the above rights ceded to it, ATTIKO METRO S.A. is entitled to use without the permit of the Contractor the software of the equipment or the systems, in order to cover any future operational needs that may derive.

All the aforementioned rights can be exercised either by ATTIKO METRO S.A. or by Operation Company / Agency or by a third party to whom ATTIKO METRO S.A. or Operation Company / Agency shall cede the maintenance of the Rolling Stock.

ARTICLE 21 TRAINING

The Contractor shall submit a detailed training program for the Training of the Operation Company / Agency's and ATTIKO METRO S.A.'s personnel. This program shall be valid upon its approval by ATTIKO METRO S.A.. The trainees shall be selected by ATTIKO METRO S.A..

The Contractor shall be responsible for the proper training of Operation Company / Agency's - ATTIKO METRO S.A.'s personnel and guarantees the correct execution of the training programs and tasks. The participants in the training courses shall be selected by ATTIKO METRO S.A. and shall be transferred to the designated training areas.

All expenses related to travels, accommodation of those participating in Operation Company / Agency's - ATTIKO METRO S.A.'s personnel training programs shall be borne by the Contractor.

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The training of Operation Company / Agency's - ATTIKO METRO S.A.'s personnel shall be performed in accordance with the stipulations of Chapter 16.0 of the Document entitled “Performance Specification” and the remaining Contract Documents.

ARTICLE 22 QUALITY MANAGEMENT AND QUALITY CONTROL

22.1 Quality control and quality management of the manufacturing, installation and commissioning of the trains and of the equipment and materials composing the trains shall be performed based on the requirements of the Quality Management Plan, described in article 18 of the Document entitled “Performance Specifications”.

22.2 Within sixty (60) days upon Contract signing, the Contractor must submit for ATTIKO METRO S.A.'s review the documentation of the Quality Management Plan, as well as a detailed Test and Inspection Plan/Quality Plan.

Within thirty (30) working days, ATTIKO METRO S.A. shall return to the Contractor the aforementioned submissions with remarks, if any. The Contractor must incorporate the revised versions of the Quality Management Plan and the detailed Quality and Inspections Plan and submit them within 30 calendar days upon ATTIKO METRO S.A.'s response.

Any revisions of the aforementioned documents shall be submitted to ATTIKO METRO S.A. for approval.

22.3 Quality control and tests shall be performed on the Contractor's responsibility and at his expense.

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

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

22.5 The Contractor shall be responsible for the quality of all materials, equipment and systems that he will manufacture or purchase, as well as for the quality of the works under execution.

For this reason, he should submit the following two basic Inspection Plans:

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22.5.1 Test and Inspection Plan in the Manufacturing Plant:

The “Quality Control Plan and Plan for the Inspection” that will cover all the suggested controls and tests at the Contractor’s and at the sub-supplier’s factories, with reference to the procedures for the performance of the controls in question.

During the phase of manufacturing of rolling stock abroad, ATTIKO METRO S.A. can transmit a committee consisting of specialized employees (up to three persons) to perform the relevant inspection.

During this inspection, the Contractor is obliged to:

- a) provide the required technical means and personnel (laborers – technicians) for supporting the task of the aforementioned Committee.
- b) have all required materials in the same city or place, otherwise he shall be borne with the additional inspection cost.

If there are any remarks concerning the materials under manufacturing and it is required that these materials be rejected, applicable shall be the stipulations of article 21 herein.

22.5.2 Test and Inspection Plan at the Depot and the Lines of the Thessaloniki Metro:

Quality Control Plan and Test and Inspection Plan to be carried out in the Depot and the lines of the Thessaloniki Metro, that will cover all control, inspection and test procedures determined by the Contract.

22.6 The Quality Control Plans 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. In particular,

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

22.6.2 List of materials and works that ATTIKO METRO S.A. shall control at the different manufacturing stages, together with control procedures, types of tests and their frequency.

22.6.3 List of the purchased items that need to be checked at the supplier’s factory, according to the required quality control procedure.

22.6.4 Complete manufacturing, quality control, etc. procedures.

22.7 As far as quality control is concerned, detailed and updated data should be kept in a suitable form concerning the materials and the equipment that have been ordered, delivered, found defective etc. during the execution of the works. Additional data shall be submitted, according to the conditions of the Contract and the approved quality plans. The Contractor’s drawings, as well as the data that shall be

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submitted, should be in accordance with the relevant specifications of the contractual documents.

22.8 The Contractor should provide all the samples that will be put to a test and secure all the necessary transports for the quality control plan approved by ATTIKO METRO S.A. to be executed.

22.9 The quality control plan that will be suggested by the Contractor and approved by ATTIKO METRO S.A. will be followed throughout the validity period of the Contract, unless otherwise approved and instructed for specific issues.

22.10 The Contractor along with the adequate personnel shall perform all the necessary controls, tests and inspections at the sub-suppliers' factories as well as on site the Project, in order to secure that the Supply 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 aforementioned areas, in order to inspect the manufacturing works and monitor the tests under execution.

The Contractor shall always announce the time and the place for conducting the quality related tests, so that ATTIKO METRO S.A.'s aforesaid Committee can be able to attend them. The tests shall be performed upon the written response of ATTIKO METRO S.A., in which ATTIKO METRO S.A. shall verify the attendance / non-attendance of its representative in the specific tests.

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

22.12 All expenses related to inspections and audits such as Factory Acceptance Tests, Quality Control Checks, Project Audits and Safety Audits to be performed by inspectors or the authorized representatives of ATTIKO METRO S.A. who shall attend the tests and audits shall be borne by the Contractor.

It is clarified that these expenses are as follows:

- The costs related to travels to and from the countries where works or activities related to the Supply are carried out. For air-flights lasting 6 hours or more, the tickets shall be business class;
- The costs related to accommodation (four-star hotels), including the travels, meals.

It is clarified that the maximum amount related to travel expenses (travel, overnight stays and meals related expenditure) shall not exceed the amount of the travel related expenses as provided for in the provisions of Chapter C', sub-paragraph D', article 2 of Law 4336/2015 (FEK 94/A') "Expenses concerning employees traveling in Greece and abroad".

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ARTICLE 23 REJECTION OF MATERIALS – REPLACEMENT

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

If the aforementioned replacement takes place after the expiry of the contractual time, the deadline set for this replacement cannot exceed $\frac{1}{2}$ of the overall contractual time and the Supplier is considered overdue and is subject to penalties due to overdue delivery.

If the Supplier does not replace the rejected materials within the set deadline and provided that the contractual time has expired, the Supplier is declared forfeited and is subject to the foreseen penalties.

As to the remaining issues, applicable are the stipulations of article 213 of Law 4412/16.

ARTICLE 24 SUB-CONTRACTORS / SUPPLIERS

24.1 If following contract award, a section of the contract is assigned to a sub-contractor, the Contractor shall submit for approval to ATTIKO METRO S.A. the name, the communication details and the legal representatives of his sub-contractors before subcontractors commence to execute works. ATTIKO METRO S.A. shall verify that the reasons for disqualification of sub-contractors do not apply, in line with articles 73 and 74 of Law 4412/16, as well as that the proposed sub-contractor satisfies the qualifications required for the execution of the part of the project that he undertakes. To this end, any sub-contractors notified after contract award shall submit to ATTIKO METRO S.A. the required certificates and the remaining relevant back-up documentation. As to the remaining items, the provisions of article 336, Law 4412/16 apply.

24.2 Awarding a section of the contract under the form of sub-contracting work to third parties does not release the Contractor in any way whatsoever from his responsibilities or obligations nor does it give rise to a relationship between ATTIKO METRO S.A. and the Subcontractors/Suppliers.

24.3 The Contractor shall be solely and exclusively responsible for the adherence on the part of the sub-contractor/supplier of the terms and conditions of this Contract and shall not be released from his responsibilities or guarantees as regards any part of the works under execution by his sub-contractor/supplier.

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- 24.4** The Contractor shall not be entitled – in any case whatsoever – to award to sub-contractors/suppliers contracts representing a percentage over 50% of the overall value of the contract.

ARTICLE 25 OPERATION & MAINTENANCE MANUALS

- 25.1** The Contractor shall deliver the Operation and Maintenance Manuals upon delivery of the 1st train of the supply in ATTIKO METRO S.A. Depot, in accordance with the Approved Time Schedule.

- 25.2** The final acceptance of the scope of the contract calls for the delivery of the Operation and Maintenance Manuals, in line with the Document entitled “Performance Specifications”.

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

ARTICLE 26 TESTS – COMMISSIONING

- 26.1** As required by the stipulations of the Documents entitled “Performance Specification and the remaining contractual terms, the Contractor shall carry out the required tests and shall commission the trains.

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

The exact test and commissioning dates shall be brought to ATTIKO METRO S.A.’s knowledge prior to their commencement.

- 26.2** All tests shall meet the requirements, which are determined and are considered necessary in order to ensure the “commissioning” foreseen by the Contract. The test results shall be submitted by the Contractor based on the approved methods and the stipulations of the document entitled “Performance Specifications”.

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ARTICLE 27 CONTRACTOR’S LIABILITIES

- 27.1** The Contractor must fulfil his obligations as concerns the fields of environmental, social-security and labour law that have been established by the European Law, the national law, the collective agreements or the international provisions of the environmental, social-security and labour law, which are detailed in Annex XIV of Appendix B Law 4412/16. Adherence to the aforesaid obligations shall be examined and certified by the bodies supervising the execution of the contracts, as well as by the pertinent public authorities and services acting within the limits of their responsibility and jurisdiction. In addition, the Contractor must adhere to the provisions of the legislation about the employees’ health and safety and the prevention of professional risk, as provided for in article 335 of Law 4412/16.
- 27.2** The Contractor must implement the overall contract scope, in accordance with the terms of the Contractual Documents. The Contractor is solely responsible for the completeness, quality, durability, performance and good operation of the trains, as well as the equipment and the materials composing the aforementioned systems, as well as for the flawless, timely and workmanlike implementation of the Contract scope.
- 27.3** During the execution of the Contract, the Contractor is fully responsible for any damage, loss or wear that will be caused to the equipment, material or works related to the contract scope.
- 27.4** The Contractor shall bear exclusively both civil and penal responsibility for any harm or death that may be caused to the persons engaged in the execution of the contract, or to third parties at any place where the Contractor exercises his activities regarding the said contract. Therefore, the Contractor should take all the necessary safety measures in view of preventing such events.
- 27.5** The Contractor is solely and exclusively responsible for the design he has prepared and selection of the equipment, materials and the installation of the systems, as well as for their proper utilization in view of materializing the scope, as per the Contract terms.
- 27.6** The Contractor shall be obliged to complete the contract timely and to execute all works required for the materialization of the Supply adhering to the approved Time Schedule.
- 27.7** The Contractor remains exclusively responsible for adherence to the terms and requirements of this contract by his suppliers and for his relations with them.
- 27.8** There is no dependence relationship between ATTIKO METRO S.A. and the Contractor, his personnel or his Sub-contractors.

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27.9 Should ATTIKO METRO S.A. is obliged to pay any compensation for reasons due to the aforementioned causes, then this amount shall be withheld from the amounts due to the Contractor or the Contractor's guarantees.

27.9 Should materials, equipment, systems or work methods, software or any other items be utilized for the implementation of the contract scope, these are covered by patent licenses, while the relevant license and expenses to obtain the rights to use these rights shall be borne by the Contractor.

ARTICLE 28 INSURANCE

28.1 Personnel Insurance

- a. Without his responsibilities and obligations being limited, according to the Contract, the Contractor is obliged to insure the Personnel, Machinery, Materials and Third Parties Liability with regard to the entire Project at his own expenses, on the basis of the stipulations of Greek Legislation and the present article. The insurance company to be selected by the Contractor must be able to insure similar scopes according to the relevant provisions and must operate lawfully in Greece, according to PD 400/70 entitled “Insurance of Private Company” to be applied as it is valid each time or in line with the European provisions on Freedom to Provide Services, as they are in effect.
- b. The Contractor is obliged to insure in the Social Security Fund EFKA and other social security funds or organizations of main or auxiliary insurance all the personnel engaged by him or by his sub-contractors in Greece during the execution of the Supply, according to its specialties and in accordance with the provisions about EFKA or other insurance funds or organizations and in respective main insurance organizations of other countries, the personnel not falling under the provisions about EFKA.

The Contractor ought to have insured his laborers and technicians and other personnel against labor accident (Employer's Liability) in recognized Insurance Companies. This provision applies both to Greek and foreign personnel.

- c. The content of the said Insurance Policies must necessarily be in accordance with the stipulations of this article. If in ATTIKO METRO S.A.'s judgment corrections are required, the Contractor shall take them into consideration. In case of the Contractor's non-compliance with all the above, ATTIKO METRO S.A. is entitled to conclude these insurance policies by itself on behalf and at the expense of the Contractor. The original Insurance Policies, along with the premium receipt, shall be submitted as follows.

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28.2 Supply Insurance

The Contractor is obliged to insure the Supply at hand at the following stages of the execution of the Contract:

- a) At the trains **Transportation** stage from the country or their manufacturing plant until arrival at ATTIKO METRO S.A.'s facilities in Thessaloniki (WAREHOUSE TO WAREHOUSE), including storage of goods in the customs warehouse or in other INTRANSIT warehouses in the place of destination of the materials for forty five (45) days prior to their arrival. The said draft insurance policy must be submitted to ATTIKO METRO S.A. for review at least two (2) months prior to the first loading. The relevant original insurance policy should be submitted to ATTIKO METRO S.A. at least one month prior to the first loading.

The **Scope** of the Supply at hand shall consist in the overall CIF value of the goods plus 5% from the country or the manufacturing plant until arrival at ATTIKO METRO S.A.'s facilities with the minimum coverage according to clause C, plus war, strikes, riots and civil commotion as these are defined in the clauses of the Insurance Institute of London, applicable each time, as well as accidents during loading-unloading of the equipment and total-partial theft (the incoterm CIF must provide for delivery at ATTIKO METRO S.A.'s premises - WAREHOUSE TO WAREHOUSE). AM may request insurance of materials of its property that must be transported at the Contractor's liability, in the framework of the Supply.

- It is stressed that transshipment in intermediate stations or ports is not allowed without ATTIKO METRO S.A.'s consent;
 - If the transport means is a ship, the terms and agreements of CLASSIFICATION CLAUSES shall apply.
- b) From the arrival of the first train (partial or not) at ATTIKO METRO S.A.'s premises in Athens until the Approval of the Final Acceptance Protocol, for each Trial Run required and for the Storage at ATTIKO METRO S.A.'s premises, a Material Damage Insurance Against All Risks of the Supply is required. The draft of the above insurance policy (-ies) must be submitted to ATTIKO METRO S.A. for approval within a two (2) month-period before the arrival of the equipment at ATTIKO METRO S.A.'s premises in Athens. The original insurance policy (-ies) must be submitted to ATTIKO METRO S.A. at least five (5) working days prior to the first arrival of the equipment, accompanied by the receipt for payment in full.

The scope of the insurance shall consist in the overall value of the Contract scope (trains, spare parts, tools, services, the full cost for each type of materials to be supplied by ATTIKO METRO S.A. to be incorporated, etc.), including any supplements to the

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Contract. The Contractor is obliged to request the insurance Company to re-adjust the insured capital, according to the actual value of the Contract valid each time (overall or non-overall) in order to avoid any under-insurance right. This insurance coverage shall be provided against any loss, damage or destruction, partial or total, due to or caused by any reason whatsoever [i.e. *force majeure*, earthquakes, accident during transportation, accidental incidents, as well as erroneous design and/or production/assembly of materials, manufacturer’s risk, defective materials, erroneous work etc.] except for the risks normally exempted and not covered by the usual insurance policies MATERIAL DAMAGE AGAINST ALL RISKS (e.g. war, invasion, rebellion, popular uprising, revolution, seizure, pollution by radiation or ionizing radiation etc.).

In the Insurance Policy AGAINST ALL RISK for MATERIAL DAMAGE the following special terms must also be included, namely:

- a) ΑΤΤΙΚΟ ΜΕΤΡΟ S.A. shall be co-insured.
 - b) It must be explicitly mentioned that the sense of the word “Contractor” means all kind of personnel engaged under any work relation whatsoever with the Contractor in the subject Project, as well as the Contractor’s Sub-Contractors and Suppliers.
 - c) The insurance policies in question cannot be cancelled, modified or terminated without written notice, sent by registered mail sixty (60) days beforehand to the Contractor, as well as to ΑΤΤΙΚΟ ΜΕΤΡΟ S.A. by the insurance company.
 - d) The insurance company waives its rights to raise a case against ΑΤΤΙΚΟ ΜΕΤΡΟ S.A., its employees, its consultants, its associates and their employees, in case the injury or damage derives from an act or omission of the aforementioned persons not due to grievous negligence.
 - e) In case of total or partial interruption of the works due to the Contractor’s liability, the Contractual Scope, whichever the phase it is found in, can be insured against all possible risks by ΑΤΤΙΚΟ ΜΕΤΡΟ S.A. and the insurance costs shall be borne by the Contractor.
- b1) **Duration of insurance:** The insurance company’s liability commences upon the arrival of the first train at ΑΤΤΙΚΟ ΜΕΤΡΟ S.A.’s facilities in Thessaloniki and expires upon the approval of the Final Acceptance Protocol. The aforementioned insurance policy (-ies) AGAINST ALL RISKS shall be submitted by the Contractor to ΑΤΤΙΚΟ ΜΕΤΡΟ S.A., as per the stipulations of this paragraph 28.2.b.

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For ATTIKO METRO S.A. to ensure its requirements against the Contractor in relation to the amounts that it has already paid to him, the Contractor ought to request that his insurance company includes the following special term in the insurance policy:

“In case of partial or full destruction or damage of the scope:

For the insurance company to pay to the Contractor the relevant compensation for the damage, it must have previously received the written and explicit consent of ATTIKO METRO S.A. for this purpose.

In case ATTIKO METRO S.A. does not provide to the insurance company the said consent, automatically and without further formulations (special or other kind of order or authorization from the Contractor), the claim of the Contractor against the insurance company for the payment of the relevant compensation is ceded *ipso jure* to ATTIKO METRO S.A. and the insurance company accepts henceforth and is obliged to pay the relevant compensation to ATTIKO METRO S.A., following ATTIKO METRO S.A.’s request to this end.

The transfer of the Contractor’s claim to ATTIKO METRO S.A. does not release him in any way from his responsibilities and obligations deriving from the Contract.

It is agreed that any amount not insured or not recovered by virtue of the aforementioned insurance policy AGAINST ALL RISKS, is covered by the Contractor according to his responsibilities deriving from the Contract”.

c) Civil Liability Insurance

- c1) The **scope** of this insurance is to cover the Contractor’s Third Party Civil Liability and the Insurance Company ought to pay compensation sums to third parties for bodily injuries, moral distress or moral damage and material damage to movable or fixed property caused during and on account of works related to tests and commissioning, maintenance, repair of damage and various other arrangements, whenever these are implemented and provided that they are carried out within the framework of the Contractor’s contractual obligations.

Duration of the insurance: The responsibility of the insurance company commences from the arrival of the first train at ATTIKO METRO S.A.’s facilities and terminates upon the expiry of the warranted operation period.

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c2) The **indemnification limits** of a third party civil liability insurance policy shall include direct and consequential damage (indirect damage) and are defined per incident as follows:

a) For **material** damage, to third party property, irrespective of the number of any third parties who have suffered damage:

€ 5,000,000.00

b) For **bodily** injury or death of third parties **per individual and per accident**

€ 1,000,000.00

c) For **bodily** injury or death of third parties after a **group** accident, irrespective of the number of the injured parties:

€ 5,000,000.00

d) **Highest** liability limit of insurers throughout the duration of the insurance coverage

€ 10,000,000.00

c3) This insurance policy shall include the following **special** terms as well:

a) ATTIKO METRO S.A., its overall personnel, any of its consultants and their personnel, are regarded as third parties, according to the terms and the exceptions of Cross Liability.

b) The insurance company ought to refute any case raised against the Contractor or ATTIKO METRO S.A. and their personnel if the injury or damage involved is due to an act or omission of the above personnel, which is covered by the third party civil liability insurance policy.

c) The insurance company shall waive any right of action against ATTIKO METRO S.A., its consultants, its partners and their employees, if the injury or damage involved is due to an act or omission of the above personnel,

The draft insurance policy for third party civil liability shall be submitted by the Contractor to ATTIKO METRO S.A. two (2) months prior to the delivery of the first train to AM. The original Third Party Civil Liability Insurance Policy, which is required for the coverage of the civil liability of the Contractor due to the execution by the said Contractor of works or any other relevant arrangement and within the framework of his remaining contractual obligations, shall be submitted at least within five (5) working days prior to the aforementioned deadline.

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- d) The Contractor is obliged to insure ATTIKO METRO S.A.’s employees, its consultants and their personnel who will travel to the country where the trains will be manufactured in view of monitoring the works of the Contract, from the moment they depart ATTIKO METRO S.A.’s premises up to their return to these premises and throughout their staying there.
- c4) The subject Insurance Policy shall also include the **Product Liability/Completed Operations** coverage; the lowest liability limit shall be EURO 10,000,000.00 per damage (individual coverage limit – including direct and consequential – indirect – damage) against the services provided by the Supplier relating to sale, providing services and supporting the products he supplies. An original insurance certificate shall be provided to ATTIKO METRO S.A. prior to the contract validity commencement date and in other cases too, further to ATTIKO METRO S.A.’s pertinent request.
- The subject policy shall provide insurance coverage to ATTIKO METRO S.A., its subsidiaries and its related companies, as Additional Insured Parties.
 - AM, its subsidiaries and its related companies, including their employees fall under the sense of Third Parties.
- c5) Upon commencement of the Contract and in any renewal of the Insurance Policy until the completion of the guarantee period, the Contractor shall submit a Civil Liability insurance certificate, including the liability limits and the special terms mentioned above. Upon expiry of the guarantee period and in line with the relevant applicable provisions, the Contractor shall be liable for tort and producer’s responsibility.

28.3 Mandatory Terms

The Insurance policies must necessarily include the following terms:

- a) ATTIKO METRO S.A. shall be co-insured.
- b) It must be explicitly mentioned that the sense of the word “Contractor” means all kind of personnel engaged under any work relation whatsoever with the Contractor in the subject Project, as well as the Contractor’s Sub-Contractors and Suppliers/Suppliers.
- c) The insurance policies in question cannot be cancelled, modified or terminated without written notice, sent by registered mail sixty (60) days beforehand to the Contractor, as well as to ATTIKO METRO S.A. by the insurance company.

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- d) The insurance company waives its rights to raise a case against ATTIKO METRO S.A., its employees, its consultants, its associates and their employees, in case the injury or damage derives from an act or omission of the aforementioned persons not due to grieve negligence.
- e) In case of total or partial interruption of the works due to the Contractor’s liability, the Contractual Scope, whichever the phase it is found in, may be insured against all possible risks by ATTIKO METRO S.A. and the insurance costs shall be borne by the Contractor.
- f) The insurers waive their right for under-insurance.
- g) ATTIKO METRO S.A.’s liability arising from Article 922 of the Civil Code is covered (employer’s liability).

28.4 General insurance terms

When drafting the insurance contracts to be concluded in the framework of this article, the following shall be in effect, namely:

- a) All insurance policies referred to herein shall be submitted to ATTIKO METRO S.A. for approval, in line with the specific provisions of articles 28.1 – 28.2.
- b) In entering into all the above insurance contracts, the Contractor must be conforming and be taking into account the provisions of the Laws, Decrees, and Regulations, etc. each time in force and effect in Greece.
- c) The Contractor should adhere to the terms stipulated in the insurance policies and compensate ATTIKO METRO S.A. against any losses and claims that may ensue from an omission of the Contractor to comply with or meet the stipulations of the insurance policies. The insurance coverage, financial and insurance terms, exceptions, exemptions etc. provided for, are subject, in any case, to ATTIKO METRO S.A.’s final approval.
- d) The aforementioned insurance policies do not remove or limit in any way the obligations and liabilities of the Contractor, arising from the Contract, especially with regard to the exceptions, rebates, privileges, restrictions etc. provided for by the relevant insurance policies and the Contractor remains exclusively responsible for the repair of damage caused to persons and/or property even beyond the amounts covered by the above policies.
- e) In case the insurance company the Contractor concluded the above insurance policies with omits or refuses to pay (totally or partially) any damage or injury etc. for any reason or cause whatsoever, then the Contractor is exclusively responsible for settling the damage or

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injury etc. not paid in full according to the terms of this Contract and ATTIKO METRO S.A. is entitled to deducting, from amounts payable to the Contractor, or from any kind of his guarantees, the amounts that, in its judgment, are required for the repair of the injury or damage in question.

- f) ATTIKO METRO S.A. reserves its right to deduct from amounts payable to the Contractor any amount or render payable an equivalent amount from the Good Performance/Good Operation Letter of Guarantee that cannot be received from the insurance company due to exclusions, exemptions etc. according to the terms of the relevant insurance policies.
- g) In case the Contractor omits or neglects to submit for approval the insurance policies, or comply with his insurance obligations, in general, or in case the insurance policies that he will conclude are considered non satisfactory by ATTIKO METRO S.A., then the latter is entitled to conclude, in the name and at the cost of the Contractor, the required insurance policies and to deduct (interest-bearing and on the basis of the lawful overdue interest) the premium rate either from the amounts payable to the Contractor or by rendering payable an equivalent amount from his Good Performance/Good Operation Letter of Guarantee. In this case, ATTIKO METRO S.A. shall act via an irrevocable order issued upon compilation of the contract and on behalf of the Contractor, should this be to ATTIKO METRO S.A.'s interest.

In addition, in case the Contractor neglects or is reluctant to pay to the insurers the premium due, then AM, in view of avoiding any nullification of the insurance policy(-ies), shall be entitled to pay the premium to the insurers on behalf of the Contractor and to deduct same from the amounts payable to him, in line with the above.

ARTICLE 29 HEALTH AND SAFETY

29.1 The Contractor shall be responsible for executing all the works specified in this Contract which are implemented/carried out in Greece, i.e. delivery at the depot (unloading, loading, transportation) testing and commissioning, in full compliance with the health and safety provisions foreseen by the Greek and European regulation.

In case the relevant health regulation is missing from the Greek or the European legislation, the Contractor shall be responsible to apply relevant internationally recognized codes and the prevailing good practices of other European countries.

29.2 Through this Contract the Contractor shall be rendered exclusively liable and responsible for introducing all prevention and protection measures for both his personnel and the personnel of any subcontractors, the personnel of ATTIKO METRO S.A., Operation

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Company / Agency and third parties for any incident (to which a person and/or an asset was subject) occurring in Greece in the areas where the Contractor carries out his activities, even if he implemented the specifications approved by ATTIKO METRO S.A. on condition that these specifications do not obstruct the Contractor from introducing any other additional required measure he deems necessary.

29.3 At least thirty (30) calendar days prior to the commencement of the aforementioned works in Greece, the Contractor shall submit to ATTIKO METRO S.A. in duplicate his health and safety plan.

The said plan shall be detailed both in relation to the procedures as well as to the measures that the Contractor will introduce for the health and safety of his personnel, the personnel of ATTIKO METRO S.A., Operation Company / Agency and the personnel of third parties.

The aforementioned plan must be also fully harmonized with the applicable regulations of Operation Company / Agency. The plan shall be checked and approved or returned to the Contractor with remarks within fourteen (14) calendar days.

If the plan is returned to the Contractor with remarks, the Contractor shall be under the obligation to resubmit it to ATTIKO METRO S.A. for approval within seven (7) calendar days from the day of the receipt of ATTIKO METRO S.A. comments, while ATTIKO METRO S.A. shall re-examine it within a period of seven (7) calendar days from the day of its receipt.

No work shall be executed in Greece if the health and safety plan has not been previously approved by ATTIKO METRO S.A.

All the expenses incurred by the above shall be borne by the Contractor and shall be included in the Contractor's offer.

ARTICLE 30 ADHERENCE TO LAWS, POLICE REGULATIONS - ISSUANCE OF PERMITS

30.1 Throughout the execution of the works and tests pertaining to the contract, the Contractor is obliged to comply with the laws of the State where works are performed, the decrees and regulations, the police regulations or orders, as well as all lawful requirements of any public, municipal or other authority referring and applying to any means to the Contractor and his works related to the progress and completion of the contract scope.

30.2 The Contractor, being responsible for adhering to laws etc., is obliged to inform ATTIKO METRO S.A. immediately on the orders addressed or copied to him throughout the execution of the works and the documents of the various authorities with regard to the indicated measures of control, safety etc.

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- 30.3** In addition, the Contractor is obliged to issue, at his own care, responsibility and expenses, any permit foreseen by the above Laws, decrees etc. and required for the execution of his works. Prior to the submittal of any request of the Contractor related to the above permit, ATTIKO METRO S.A. shall be informed, in order to provide its concurrence and accord for the issuance of the said permit. ATTIKO METRO S.A. will assist and support the Contractor in obtaining the necessary permits, without being liable for any delays.

ARTICLE 31 TAXES, DUTIES, CONTRIBUTIONS, RETENTION

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

ARTICLE 32 IMPORT - TRANSPORTATION

The Contractor is responsible to issue the permit for the trains' import in Greece, which shall be in his name, and to obtain any other required relevant permits, approvals, etc., from the national public authorities. ATTIKO METRO S.A. shall make any possible effort to assist the Contractor timely in view of meeting the said requirements. The expenses related to the import the trains in Greece shall be borne by the Contractor.

Note that transshipment to intermediate stations or ports is not allowed without ATTIKO METRO S.A.'s consent. If the transportation mode is a ship, it is subject to the terms and agreements of Classification Clauses.

Upon approval by ATTIKO METRO S.A., the import of trains in Greece can be effected by the Contractor in the name of ATTIKO METRO S.A.; in this case, the pertinent expenses shall be borne by the Contractor.

In addition, the Contractor is responsible for the transportation of the trains from its manufacturing plant and for its delivery at the Metro Facilities (Depot) in Thessaloniki. This procedure shall be implemented, in accordance with the provisions of the INCOTERMS (International Commercial Terms).

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ARTICLE 33 DECLARING THE CONTRACTOR FORFEITED

33.1 The Contractor shall be mandatorily declared forfeited of the Contract and of any rights arising thereof further to ATTIKO METRO S.A.’s BoD Resolution made on the opinion of the Monitoring and Acceptance Committee in the following cases:

- a) If the Contractor fails to show up within the deadline set in the special invitation to sign the contract without prejudice to objective reasons of force majeure, in line with para. 7, article 105, Law 4412/16.
- b) If the Contractor does not fulfil his contractual obligations and/or if he does not comply with the written instructions of ATTIKO METRO S.A., which are in accordance with the Contract or with the applicable provisions, within the agreed validity period of the Contract.
- c) If the Contractor does not load, deliver or does not replace the contractual goods or if he does not repair them or he does not maintain them within the contractual time or within the time extension that was granted to him, in line with the provisions of article 206, Law 4412/16, regarding the materials delivery time, without prejudice to the provisions of para. 33.2 of this article.

33.2 In this case, ATTIKO METRO S.A. shall serve to the Contractor a special notice that makes reference to the provisions of article 203, Law 4412/16, includes a specific description of the actions that the Contractor ought to execute, and integrates a deadline with which the Contractor should comply accordingly. The deadline to be set shall be reasonable and relevant to the duration of the contract and in no case less than fifteen (15) days. If the deadline to be set in the special notice elapses idle without compliance on the part of the Contractor, the Contractor shall be declared forfeited within a deadline of thirty (30) days from the date on which the aforementioned compliance deadline elapsed idle further to ATTIKO METRO S.A. pertinent resolution.

33.3 The Contractor shall not be declared forfeited for reasons related to the liability of ATTIKO METRO S.A. or for reasons of force majeure.

33.4 Economic operators declared forfeited, as far as the award or assignment or the contract are concerned, shall suffer cumulatively, further to the Resolution of the Board of Directors on the opinion of the Monitoring and Acceptance Committee calling upon the party concerned to provide the relevant explanations, **the penalties** foreseen in para. 4, article 203 of Law 4412/16.

33.5 The awarding authority shall communicate without any delay the forfeiture of the Contractor to the Unified Independent Authority for Public Contracts (EAADHSY), being the body concerned where the

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relevant records are held. The data included in the records shall be utilized in the event of application of article 74, Law 4412/16 concerning the disqualification of an economic operator from public contracts.

As to the remaining items, applicable shall be article 203 of Law 4412/16.

ARTICLE 34 OWNERSHIP OF THE SUPPLY – COPYRIGHT – OWNERSHIP OF INDUSTRIAL PROPERTY

- 34.1** The contractual price also includes transference to ATTIKO METRO S.A. of the right to use all Contractor's and his /Suppliers' copyrights, which are incorporated into this contract.
- 34.2** ATTIKO METRO S.A. is entitled to unobstructedly exercise all powers ensuing from the copyrights, in the framework of its statutory purpose, to make them further available for improvement, upgrading, modernization, operation and maintenance of the trains.
- 34.3** The contractual price also includes, at no additional cost further to the payment of the contractual price, the transference to ATTIKO METRO S.A., for a period of fifty (50) years, of the right to use any patent product, or utility model or any product of industrial property produced or utilized by the Contractor in the framework of this contract, to the extent, in the manner and with the means that ATTIKO METRO S.A. deems appropriate in the framework of its statutory purpose, while the present document serves as a written proof of the transference of these Contractor's rights to ATTIKO METRO S.A..
- 34.4** It is forbidden to the Contractor or to any third party – to be employed by the Contractor - within the framework of the contract, to use, reproduce or allot to third parties in any way and for any reason whatsoever the material that he has produced or used exclusively for this supply, either the Project Owner took delivery of it or not, without ATTIKO METRO S.A.'s prior written permit.
- 34.5** The Contractor must, each time he delivers to ATTIKO METRO S.A. any work incorporating intellectual rights or constituting a product of a third party's industrial property, provide ATTIKO METRO S.A. with a written evidence issued by that third party creator, whereby the Contractor received the right to use, in the framework of this Supply and transfer its rights over to ATTIKO METRO S.A., to the extent, in the manner and with the means required, aiming at the operation, maintenance and upgrading of the systems. ATTIKO METRO S.A. bears no responsibility before the third party creator. In case the Contractor does not undertake the aforementioned actions, then it is assumed that he himself is the beneficiary.
- 34.6** The Contractor has to state to ATTIKO METRO S.A. the name of the sub-contractor/supplier to be placed on the

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material/equipment/system. In case the Contractor fails to make that statement, it will be presumed that the material/equipment/system belongs to the Contractor.

34.7 In case of a breach of the Contractor’s obligations, which are all regarded to be essential, ATTIKO METRO S.A. shall be entitled to claim compensation for each damage it incurs as a result of the action or omission of the Contractor’s.

34.8 As to the remaining aspects, any one of them not otherwise regulated by this document, collaterally applicable are the provisions of Law 2121/93 for the protection of intellectual rights, as this has been amended and is in force, as well as the provisions of the Greek Legislation concerning the protection of industrial property.

ARTICLE 35 COMPENSATION FOR PATENT AND COPYRIGHT

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

ARTICLE 36 UTILIZATION OF COMPUTER TECHNOLOGY BY THE CONTRACTOR

36.1 All data, which, in line with the contract documents, the Contractor is obliged to deliver throughout the duration of the contract up to its final acceptance of its scope by ATTIKO METRO S.A., shall be delivered in an electronic format too, in accordance with the technical instructions issued by ATTIKO METRO S.A..

36.2 The deliverables that have to be in electronic form, as well as the electronic “format” in which they must be handed over are specified below, namely:

36.2.1 Any type of text (reports, letters, etc.) shall be in Microsoft **Word 2010** or newer release.

36.2.2 Any type of tables (reports, statistics, diagrams) shall be in Microsoft **Excel 2010** or newer release.

36.2.3 Any type of construction drawings shall be in **dwg** files (AutoCAD 2012 or newer) and the respective software for electrical drawings, in line with the requirements of the Performance Specifications.

36.2.4 Flow charts, charts or other type of drawings apart from construction drawings shall be in MICROSOFT **Visio 2010**7 files or newer release.

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- 36.2.5 The time schedules of the contract with PRIMAVERA software.
- 36.3** Any designs or special calculations must also be delivered in an electronic format if they come as the result of using specialized computer software. The delivery shall not contain only the results but all necessary data based on which 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.
- 36.4** 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 of ATTIKO METRO S.A..
- 36.5** In addition, in case ATTIKO METRO S.A. uses specialized software for various designs and calculations and the Contractor is contractually obliged to deliver relevant information, then these data shall be delivered in a format that can be processed in this specialized software.
- 36.6** Every software to be utilized by the Contractor shall be submitted to ATTIKO METRO S.A. for approval.

ARTICLE 37 PUBLICITY AND ADVERTISEMENT - CONFIDENTIALITY

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

In line with the requirements of the European Commission Regulation (EC) 1828/08.12.2006, the Contractor must install signs inside the trains, as well as at locations and dimensions to be agreed upon by ATTIKO METRO S.A. during the preparation of the design.

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

The Contractor shall not proceed to any announcement, shall not take any photographs and shall not communicate any information concerning the Contract to the public, the press, any natural or legal entity or to any official body etc., unless he has previously received the explicit written consent of ATTIKO METRO S.A..

In case the Contractor breaches the confidentiality related provisions, he shall then be responsible for compensating ATTIKO METRO S.A.

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and for restoring any other damage that ATTIKO METRO S.A. may have suffered.

ARTICLE 38 SUBSTITUTION

The Contractor shall be entitled to be substituted by a third party for the entire or a part of the contract scope, only if the preconditions referred to in case d, paragraph 1, article 337 of Law 4412/16 are in effect. The subject substitution is forbidden without the previous explicit written consent of ATTIKO METRO S.A., further to the Contractor’s pertinent request.

ARTICLE 39 PARTICULAR OBLIGATIONS OF THE CONTRACTOR FOR OVERTIME, NIGHT WORK AND WORK DURING DAYS OFF AND HOLIDAYS

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

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

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

The Contractor should take into consideration the legislation in force concerning the noise pollution in the areas where works are executed and the resting hours when scheduling the execution of the works. During resting hours and night hours, executing works causing disturbance should be avoided; if these works are necessary, then adequate measures should be taken so that no disturbance is caused during resting hours.

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ARTICLE 40 CONTRACT AMENDMENT

The Contract may be amended during its validity period without necessitating the activation of a new procedure for the conclusion of a contract but only by application of the terms and conditions of article 337, Law 4412/2016 and further to the opinion of the Monitoring and Acceptance Committee.

ARTICLE 41 RIGHT FOR UNILATERAL TERMINATION OF THE CONTRACT

ATTIKO METRO S.A. shall be given the option, at least under the following circumstances and under the preconditions set forth by the applicable provisions, to terminate the contract during its execution period, if:

- a) the contract has been substantially amended, a fact that would call for a new contract signing procedure, by virtue of article 337, Law 4412/16;
- b) if, at the time the Contract was awarded, the Contractor was in any of the situations detailed in paragraphs 14.1 and 14.5 of the Invitation and, thus, he should have been disqualified from the contract signing related process;
- c) if the contract should not have been awarded to the Contractor due to grave breaching of his obligations he is under, by virtue of the Treaties and Directive 2014/25/EU, which has been acknowledged by the European Union Court of Justice Decision in the framework of the subject procedure, by virtue of TFEU (Treaty for the European Union) article 258.

ARTICLE 42 FORCE MAJEURE

The Contractor invoking *force majeure* shall be obliged within a twenty (20)- day period as of the date that the incidents constituting the *force majeure* took place to report them in writing and submit to ATTIKO METRO S.A. the pertinent evidence.

However, in any case the Contractor ought to act with due diligence, eliminate any adverse effects and keep ATTIKO METRO S.A. informed in writing on the measures introduced to address the force majeure incident. Failing to deliver the aforementioned written notifications to the Contractor, deprives the Contractor of his right to invoke the aforementioned reasons for justifying his failure to provide his services.

The Contractor shall not be entitled in any case to an additional or supplementary compensation due to the occurrence of force majeure. In case *force majeure* does exist, then the Contractor shall be entitled to an extension to the deadline, should the critical path of the Time Schedule is affected.

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ARTICLE 43 ADMINISTRATIVE APPEALS DURING THE CONTRACT EXECUTION – JUDICIAL SETTLEMENT OF DISPUTES

43.1 Against the decisions imposing penalties to him by virtue of articles 203, 206, 207, 208, 213, 218, 219 and 220 of Law 4412/16, as well by virtue of the contractual terms, the Contractor is entitled to file an appeal for reasons of legality and essence before the Entity executing the contract within a thirty (30)-day mandatory deadline, as of the date when he was notified or was fully informed about the relevant decision.

Filing the subject appeal within the prescribed deadline suspends the imposed penalties. ATTIKO METRO S.A.'s BoD shall make the relevant resolution on the aforesaid appeal further to the Objections Evaluation Committee opinion on it, as specified in articles 15.1 and 15.4, within a deadline of thirty (30) days as of the time the appeal has been filed; otherwise, it is considered as tacitly rejected.

The subject Resolution cannot be disputed via another administrative appeal of any nature. If the subject appeal is not filed in due time against the resolution imposing penalties, or if this appeal is rejected by the responsible decision-making Body, this resolution is deemed final. If an appeal is filed in due time, the consequences of this resolution are suspended until it is finalized.

43.2 If ATTIKO METRO S.A. resolution fails to satisfy the Contractor, he is entitled to take legal action for the settlement of the dispute, as per the provisions of article 205A of Law 4412/16. Prior to filing the Appeal before the Administrative Court of Appeal, the judicial process, as provided for in Article 205 Law 4412/2016 and in article 43.1, must be necessarily adhered to; otherwise the appeal shall be rejected as unacceptable. If the Contractor is an association, the appeal shall be filed either by the subject association or by all its members. Adhering to the judicial process is not required if the interested party files an lawsuit in whose legal document does not include any application for cancellation or modification of the administrative act or omission.

ARTICLE 44 COORDINATION – COOPERATION WITH CONTRACTORS AND THE OPERATION COMPANY / AGENCY

44.1 The coordination between the Contractor of this Contract and the remaining ATTIKO METRO S.A.'s Contractors – as regards interface related issues – shall be effected through ATTIKO METRO S.A. during the design, procurement, installation, testing and commissioning phases of the trains and equipment. However, it is the Contractor's responsibility to identify and request clarifications as regards interface related issues within the time float foreseen by the approved time schedule, as well as to provide information regarding these interface related issues.

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

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

- 44.2** ATTIKO METRO S.A. reserves the right to request the Contractor, within the framework of the approved time schedule of the Supply, to execute his works in such a manner and sequence, so as to minimize the interfaces with the works of the remaining ATTIKO METRO S.A.'s Contractors and the Contractor shall be obliged to comply with the above.
- 44.3** Especially, during the testing and commissioning phases of the trains, the Contractor is obliged to cooperate with the Operation Company / Agency too, in order to schedule with precision the tests and their sequence.

ΠΡΟΣΑΡΤΗΜΑΤΑ

ΥΠΟΔΕΙΓΜΑ Α1

ΕΓΓΥΗΤΙΚΗ ΕΠΙΣΤΟΛΗ ΚΑΛΗΣ ΕΚΤΕΛΕΣΗΣ

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

Ημερομηνία έκδοσης

Προς: (Πλήρης επωνυμία Αναθέτουσας Αρχής/Αναθέτοντος Φορέα¹)
.....

(Διεύθυνση Αναθέτουσας Αρχής/Αναθέτοντος Φορέα)²

Εγγύηση μας υπ' αριθμ. ποσού ευρώ³.

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

ευρώ.....⁴

υπέρ του:

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

....., ΑΦΜ: (διεύθυνση)

....., ή

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

..... (διεύθυνση) ή

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

α) (πλήρη επωνυμία) ΑΦΜ: (διεύθυνση)

β) (πλήρη επωνυμία), ΑΦΜ: (διεύθυνση)

γ) (πλήρη επωνυμία), ΑΦΜ: (διεύθυνση)

(συμπληρώνεται με όλα τα μέλη της ένωσης / κοινοπραξίας)

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

¹ Όπως ορίζεται στα έγγραφα της σύμβασης.

² Όπως ορίζεται στα έγγραφα της σύμβασης.

³ Ολογράφως και σε παρένθεση αριθμητικώς.

⁴ Όπως υποσημείωση 3.



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Το παραπάνω ποσό τηρείται στη διάθεσή σας και θα καταβληθεί ολικά ή μερικά χωρίς καμία από μέρους μας αντίρρηση, αμφισβήτηση ή ένσταση και χωρίς να ερευνηθεί το βάσιμο ή μη της απαίτησής σας μέσα σε πέντε (5) ημέρες από την απλή έγγραφη ειδοποίησή σας.

Η παρούσα ισχύει μέχρι και την

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

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

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

(Εξουσιοδοτημένη Υπογραφή)



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**ΥΠΟΔΕΙΓΜΑ Α2/
SAMPLE A2**

GOOD PERFORMANCE LETTER OF GUARANTEE

Issued by (Full name of the Credit Institution)

...../ TMEDE

Date of issuance:.....

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

.....

(Address of the Awarding Authority / Agency²)

.....

Our Guarantee no. against the amount of euro³.

We hereby declare that we irrevocably and unreservedly guarantee waiving our rights to to make use of the benefit of division and discussion up to the amount of euro⁴

in favour of:

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

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

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

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

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

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

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

individually and for each one of the above and jointly and severally liable in their capacity as members of the Joint Venture/ Consortium for the good performance of the contract “**(title of the contract)**”, in accordance with ΑΤΤΙΚΟ ΜΕΤΡΟ 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

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



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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)

ΥΠΟΔΕΙΓΜΑ Β1

ΕΓΓΥΗΤΙΚΗ ΕΠΙΣΤΟΛΗ ΠΡΟΚΑΤΑΒΟΛΗΣ

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

Ημερομηνία έκδοσης

Προς: (Πλήρης επωνυμία Αναθέτουσας Αρχής/Αναθέτοντος Φορέα¹)
.....

(Διεύθυνση Αναθέτουσας Αρχής/Αναθέτοντος Φορέα)²

Εγγύηση μας υπ' αριθμ. ποσού ευρώ³.

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

ευρώ.....⁴

υπέρ του:

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

....., ΑΦΜ: (διεύθυνση)

....., ή

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

..... (διεύθυνση) ή

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

α) (πλήρη επωνυμία) ΑΦΜ: (διεύθυνση)

β) (πλήρη επωνυμία), ΑΦΜ: (διεύθυνση)

γ) (πλήρη επωνυμία), ΑΦΜ: (διεύθυνση)

(συμπληρώνεται με όλα τα μέλη της ένωσης / κοινοπραξίας)

ατομικά και για κάθε μία από αυτές και ως αλληλέγγυα και εις ολόκληρο υπόχρεων
μεταξύ τους, εκ της ιδιότητάς τους ως μελών της ένωσης ή κοινοπραξίας, για την
προκαταβολή 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

¹ Όπως ορίζεται στα έγγραφα της σύμβασης.

² Όπως ορίζεται στα έγγραφα της σύμβασης.

³ Ολογράφως και σε παρένθεση αριθμητικώς.

⁴ Όπως υποσημείωση 3.



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

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

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

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

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

(Εξουσιοδοτημένη Υπογραφή)



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**ΥΠΟΔΕΙΓΜΑ Β2/
SAMPLE B2**

ADVANCE PAYMENT LETTER OF GUARANTEE

Issued by (Full name of the Credit Institution)

...../ TMEDE

Date of issuance:.....

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

.....

(Address of the Awarding Authority / Agency²)

.....

Our Guarantee no. against the amount of euro³.

We hereby declare that we irrevocably and unreservedly guarantee waiving our rights to to make use of the benefit of division and discussion up to the amount of euro⁴

in favour of:

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

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

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

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

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

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

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

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

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

¹ As specified in the Contract documents

² As specified in the Contract documents

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

⁴ See footnote 3



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

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

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

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

(Authorized Signature)



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ΥΠΟΔΕΙΓΜΑ Γ1

ΕΓΓΥΗΤΙΚΗ ΕΠΙΣΤΟΛΗ ΚΑΛΗΣ ΛΕΙΤΟΥΡΓΙΑΣ

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

Ημερομηνία έκδοσης

Προς: (Πλήρης επωνυμία Αναθέτουσας Αρχής/Αναθέτοντος Φορέα¹)

.....
(Διεύθυνση Αναθέτουσας Αρχής/Αναθέτοντος Φορέα)²

Εγγύηση μας υπ' αριθμ. ποσού ευρώ³.

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

ευρώ.....⁴

υπέρ του:

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

....., ΑΦΜ: (διεύθυνση)

....., ή

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

..... (διεύθυνση) ή

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

α) (πλήρη επωνυμία) ΑΦΜ: (διεύθυνση)

β) (πλήρη επωνυμία), ΑΦΜ: (διεύθυνση)

γ) (πλήρη επωνυμία), ΑΦΜ: (διεύθυνση)

(συμπληρώνεται με όλα τα μέλη της ένωσης / κοινοπραξίας)

ατομικά και για κάθε μία από αυτές και ως αλληλέγγυα και εις ολόκληρο υπόχρεων
μεταξύ τους, εκ της ιδιότητάς τους ως μελών της ένωσης ή κοινοπραξίας, για την
καλή λειτουργία 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

¹ Όπως ορίζεται στα έγγραφα της σύμβασης.

² Όπως ορίζεται στα έγγραφα της σύμβασης.

³ Ολογράφως και σε παρένθεση αριθμητικώς.

⁴ Όπως υποσημείωση 3.



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έγγραφο ειδοποίησής σας.

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

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

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

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

(Εξουσιοδοτημένη Υπογραφή)



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**ΥΠΟΔΕΙΓΜΑ Γ2/
SAMPLE C2**

GOOD OPERATION LETTER OF GUARANTEE

Issued by (Full name of the Credit Institution)

...../ TMEDE

Date of issuance:.....

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

.....

(Address of the Awarding Authority / Agency²)

.....

Our Guarantee no. against the amount of euro³.

We hereby declare that we irrevocably and unreservedly guarantee waiving our rights to to make use of the benefit of division and discussion up to the amount of euro⁴

in favour of:

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

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

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

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

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

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

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

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

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

¹ As specified in the Contract documents

² As specified in the Contract documents

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

⁴ See footnote 3



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

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

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

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

(Authorized Signature)



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