



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

RFP-434/23, A.Σ. 189830

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CONDITIONS OF CONTRACT**

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ARTICLE 1 DEFINITIONS

Awarding Authority and Owner of the Contract to be compiled is the company “ATTIKO METRO SINGLE MEMBER S.A”, trading as “ATTIKO METRO S.A.”.

Board of Directors (BoD) of ATTIKO METRO S.A. is the body that manages and represents the company by virtue of its Statutes and, in particular, the body that makes Resolutions about any change in the terms of the Contract or in any other information therein.

Administrative Authority is the Board of Directors of ATTIKO METRO S.A., in line with its Resolution No. 874(b)/09.05.07. ATTIKO METRO S.A. premises are located at 191-193 Messogion Avenue, Athens 115 25.

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

Contractor/Consultant is the economic operator that will conclude a contract with ATTIKO METRO S.A. for the execution of the required contractual scope.

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

Contract is the written agreement between ATTIKO METRO S.A. and the Contractor for the implementation of the contractual scope, which consists in the Agreement of the Contract and includes, apart from this document, all documents and information mentioned in articles 3.1 herein.

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

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

ARTICLE 2 INTRODUCTION

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

Upon signing the contract, the Contractor fully and explicitly accepts the information contained in the contractual documents and undertakes the obligation to adhere to all obligations deriving from the contract. The Contractor's omission to be briefed, prior to the signing of the contract, about



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any information related to the execution of the works falling under the scope of the subject contract does not release him from his responsibility to successfully complete the subject contract in the framework of the contractual scope and the contractual period.

ARTICLE 3 EXECUTION OF THE CONTRACT

3.1 Contractual Documents and Order of Prevalence

The contractual documents, constituting the basis for the execution of the contract, shall be those referred to below. In case of any discrepancies therein, their order of prevalence is as follows:

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

3.2 Location of execution and duration of the contract

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

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

- 3.2.2 The duration of the Contract is set to **sixty (60) months**, as of the contract signing date.

ATTIKO METRO S.A. reserves the right to set – at the Agreement signing date – a later date for the commencement of the Contract.

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



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3.3 Representatives of the Contractor

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

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

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

3.3.3 The representative of the Contractor and, in case of a joint venture or consortium, his deputy representative shall act by his order, shall represent him in all issues related to the Contract, shall settle on his behalf any dispute whatsoever that may arise or which is related to the Contract and shall participate, when invited to do so by bodies of ATTIKO METRO S.A., in meetings with entities responsible for the control / monitoring of the contract.

3.4 Management, Control, Supervision and Monitoring of the Contract by ATTIKO METRO S.A.

ATTIKO METRO S.A. shall appoint and notify accordingly to the Contractor the Managing Department which shall be responsible for the management and control of the contract, in accordance with article 183 of Law 4412/16, which aim at the strict fulfillment of the Contract terms by the Contractor, as dictated by the science and practice rules

The Managing Department shall set as supervisors one or more of his employees, as stipulated in article 183 of Law 4412/2016.



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The supervision of the Contract execution neither withdraws nor reduces the legal and contractual responsibilities of the Contractor.

3.5 Progress Reports of the Contractor

Within the first ten days of each calendar month and throughout the duration of the Contract, the Contractor shall submit to ATTIKO METRO S.A. a monthly progress report in three (3) copies, which will cover the progress of the works made during the previous month, including an analysis concerning the employed Personnel.

The aforementioned progress reports shall be signed by a representative of the Contractor to ATTIKO METRO S.A..

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

Article 4 CONTRACTOR'S FEE – PAYMENT METHOD

4.1 Estimated Value of the Contract - Value of the Contract

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

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

4.2 Contractor's Fee

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

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

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relating to the scientific support of the personnel to work in ATTIKO METRO S.A.'s offices.

- 4.2.3 The actual employment period of the Contractor's personnel in ATTIKO METRO S.A. shall be proven by the attendance system (in/out card) valid each time in ATTIKO METRO S.A.. It is assumed that the Contractor shall provide his services on a daily basis, having exhausted the 8-hour employment of the personnel per working day (except weekends and holidays, as stipulated in the Greek Legislation). Any kind of absences from work shall be borne by the Consultant and shall not be added to the services to be paid. In case "overtime" work, as well as work during Saturdays, Sundays and Holidays of the Personnel of the Contractor is required, it shall be assumed that it is covered by the Contractual prices of his Offer and shall not be compensated additionally by ATTIKO METRO S.A. (included in a converted form in the price of his offer). If so required by ATTIKO METRO S.A. and the Contractor has to work in his offices in order to deliver specific reports and tasks, then he shall be compensated on the basis of the calculation of the man-months to be required for the implementation of these specific tasks.
- 4.2.4 No revision of prices shall be foreseen for the Contractor's fee and for the sixty (60)-month validity period of the contract.

4.3 Amendment of the Contract

The Contract can be amended during its execution, without requiring a new procedure for the conclusion of a contract, only in accordance with the terms and conditions of article 186, Law 4412/16 and further to the Opinion of the Managing Department.

In particular, it is allowed to decrease the overall contractual fee or increase/decrease the individual contractual fees from one category to another not exceeding 20% of each category and 10% of the overall contractual fee (VAT and revision of prices excluded) following the preparation and approval of the Comparative Table, in line with article 186, para. 3 of Law 4412/2016.

4.4 Accounts - Payment Certificates – Retention

The payments of the Contractor shall be carried out on the basis of monthly analytical payment certificates for which the Contractor shall prepare and submit for approval to the Managing Department respective accounts which shall present the monthly fee (or proportionally in case of month fraction) of the Contractor's entire personnel engaged each time in their task, in accordance with article 187 of Law 4412/2016.

The accounts shall be divided on the basis of the work the Consultant's personnel will be engaged in (Base Project, Kalamaria extension etc.).

Following the review and signing by the Supervisor, who shall certify their preparation in accordance with the applicable provisions and the contract, the accounts shall be submitted and approved by the Managing Department within



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one (1) month as of their submission for the Contractor's payment. If the accounts include ambiguities or errors to such an extent that their correction is impossible, then they shall be returned to the Contractor to redraft and re-submit same. Checking and approval of the resubmitted account shall be carried out within fifteen (15) days.

The monthly reports that the Contractor ought to submit in line with article 3.5 herein, shall be checked by ATTIKO METRO S.A., as regards their completeness and timely submission, and shall constitute the precondition for the paying-off of his payment certificates.

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

- I. Invoice in accordance with the provisions of the Law, which must have been issued on the basis of the provisions of the Transaction Tax Reporting Code (KFAS).
- II. Tax Clearance Certificate.
- III. Social Security Contributions Certificate if it concerns a physical entity, or the social security obligations towards those employed full-time (EFKA – Single Social Security Entity, etc.) if it concerns a legal entity. A Joint Venture or Consortium should provide evidence of social security contributions of all their members.

ATTIKO METRO S.A. shall check the Request for Payment within five (5) working days upon its receipt and shall proceed with any eventual corrections or its approval.

ATTIKO METRO S.A. shall pay the amount of the Invoice to the Contractor within thirty (30) calendar days from the day of the approval of the Account, on condition that the Invoice is accompanied by the aforementioned Backup Documentation. If the payment is delayed without the Contractor being liable for more than two (2) months, the provisions of article 187, para. 7, Law 4412/2016, shall apply.

The retention in favor of third parties, as well as any other surcharge, in accordance with the subject legislation, VAT not included, shall be borne by the Contractor. In particular, the following retention shall be borne by the Contractor:

- a) A retention of 0.02% in favor of the development and maintenance of the Integrated Information System – ESIDIS, calculated on the basis of the value, VAT excluded, of the initial contract, as well as of any other supplementary one. This amount shall be deducted from each payment by ATTIKO METRO S.A. in the name of and on behalf of the Ministry of Digital Government, in accordance with paragraph 6 of article 36 of Law 4412/2016.



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- b) A retention of 0.1% calculated on the basis of the value of each payment before taxes and retention on the initial and any supplementary contract or contract amendment in favor of the Hellenic Single Public Procurement Authority (article 350, paragraph 3 of Law 4412/16, as applicable following the amendments of Law 4912/22).
- c) Any other lawful retention in favor of third parties which results according to the Law.

The retention in favor of third parties is subject to the proportional stamp duty of 3%, as valid each time, and the stamp duty in favor of OGA, calculated to 20% on the stamp duty.

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

The Contractor shall bear:

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

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

It is clarified that:

- (a) The Contractor is fully and solely responsible for all contributions, sums due, duties and other payments to the Social Security Funds, Health Insurance and Pension Funds of Professionals, Public or other parties.

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(b)The Contractual Fee does not include Value Added Tax. This tax shall be added on and paid to the Contractor with each Payment Certificate.

4.5 Currency of the Contractor’s Fee

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

4.6 Taxes, duties, contributions, retention

4.6.1 The Contractor shall pay all taxes, contributions, duties and fees of any kind related to the Contract, as these are currently in force or may be imposed during the execution of this Contract; VAT shall be excluded and be charged to ATTIKO METRO S.A.. ATTIKO METRO S.A. bears no responsibility for the above taxes, contributions, duties and fees of any kind. The Contractor is obliged to pay these surcharges, even if they are levied upon ATTIKO METRO S.A., and is held responsible before ATTIKO METRO S.A. for any cost or damage ATTIKO METRO S.A. may incur due to the Contractor’s omission to fulfill his aforementioned obligation.

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

ARTICLE 5 GOOD PERFORMANCE LETTER OF GUARANTEE

ATTIKO METRO S.A. shall request the Contractor to deposit a Good Performance Letter of Guarantee equal to five (5%) per cent **on the estimated value** of the Contract, VAT not included.

The Good Performance Letter of Guarantee can be deposited until the conclusion of the Agreement, in line with article 302, Law 4412/16, based on Sample B.1 of Appendix B of the Invitation attached hereto.

In case the Letter of Guarantee cannot be issued in Greek because the Credit Institution issuing the letter of guarantee does not operate in Greece, the Letter of Guarantee shall be issued in English, as per Sample B.2 of Appendix B of this Invitation and shall be accompanied by an official translation in Greek.

The Good Performance Letter of Guarantee shall become payable in favor of ATTIKO METRO S.A. in the event that the Contactor 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, ATTIKO METRO S.A. must require the Contractor to submit until the amended contract is concluded, a supplementary



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Good Performance Letter of Guarantee whose amount shall rise up to five per cent (5%) 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 ATTIKO METRO S.A. made before the Contractor.

The Good Performance Letters of Guarantee shall be returned in their totality further to the final quantitative and qualitative receipt of the entire scope of the contract.

ARTICLE 6 PERSONNEL OF THE CONTRACTOR

- 6.1** The Contractor is obliged to have sufficient and suitably qualified personnel for the execution of the services which have been assigned to him, in accordance with the commitments he undertook with the submittal of his Offer. The experience and the general qualifications of this personnel are subject to the approval of ATTIKO METRO S.A.. If not expressing its objections in writing, the Managing Department is assumed to accept these persons.
- 6.2** The Contractor is obliged to use for the execution of the Contract the team stated during the procedure of the Tender and to immediately announce the departure of any member whatsoever from the team for any reason whatsoever. The Managing Department will examine the reasons for departure and is able to approve their replacement with an equivalent employee who possesses minimum an equivalent experience, if the departure is due to a good reason.
- 6.3** The departure of a member from the team without a good reason constitutes a serious offence to essential requirements of a public contract execution, in the sense of article 73, paragraph 4, case f of Law 4412/16 and entails the exclusion of the member who departed from tender procedures for a time period of six (6) months, as of the issuance of the Managing Department Resolution concerning his replacement.
- 6.4** If his departure was made at the Contractor's responsibility and is not considered justified, then this member may be declared forfeited (article 188, paragraph 3, Law 4412/2016).
- 6.5** In its judgment, ATTIKO METRO S.A. shall be entitled to require - on a well-justified basis and within thirty (30) calendar days upon the relevant written notice to the Contractor - the replacement of any person proven to be insufficient or a person whose professional behaviour was not the appropriate one or a person failed to meet the provisions of the Contract, the applicable laws and regulations and the directions of ATTIKO METRO S.A.'s competent bodies. All the expenses relating to the replacement of the personnel (including replacements for reasons of health or for any other reason) shall be borne exclusively by the Contractor.



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

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

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

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

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

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

ARTICLE 7 LIABILITIES OF THE CONTRACTOR

- 7.1** 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.

- 7.2** The Contractor shall execute the Contract in accordance with its terms, the applicable specifications and the rules of science and technology; he shall bear full responsibility for the completeness of the scope of the services he provides.



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- 7.3** 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.
- 7.4** The Contractor shall bear exclusively both civil and penal responsibility for any harm or death that may be caused to the persons engaged in any way whatsoever in the execution of the contract or to third parties or at any place where the Contractor exercises any activity related to the said contract. Therefore, the Contractor should take all the necessary safety measures in view of preventing such events.
- 7.5** The claims of ATTIKO METRO S.A. against the Contractor, due to defective fulfillment of his obligations during the execution of the Contract, are statute-barred after the lapse of six (6) years from the acceptance of the scope or the termination in any way whatsoever of the Contract, in line with article 188, paragraph 1, Law 4412/2016.

ARTICLE 8 GENERAL DUTIES AND OBLIGATIONS OF THE CONTRACTOR

8.1 General obligations and responsibilities of the Contractor

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

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



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8.1.4 Upon the termination of the Contract, the Contractor is obliged to return to ATTIKO METRO S.A. all the documents or data he received in order to fulfill his contractual obligations, as well as anything else which may belong to him.

8.1.5 The Contractor is obliged to inform ATTIKO METRO S.A. in writing about cases of conflict of interests and he is not permitted to engage at the same time in any other form of work from which such a conflict results.

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

a. the principle of the irreconcilable also applies in the case that the Contractor (natural or legal entity, the personnel/executives of the group proposed as personnel of the Consultant inclusive) already participates in an engineering or contracting group, which has undertaken assisted by the natural or legal entity in question, works for ATTIKO METRO S.A. included in the scope of this Contract.

b. the principle of the irreconcilable applies as regards the participation of each natural or legal entity of the Consultant and only if the natural or legal entity in question has undertaken or intends to undertake works or to participate on behalf of another natural or legal entity in works directly or indirectly related with the Metro designs or construction works, as these are described in the contract document “Technical Data of Services and of the Contractor’s Personnel”.

c. There is no conflict of interests and, thus, irreconcilable as regards the participation of a legal entity in the Consultant’s group to arise from this Tender and, in parallel, as regards the participation of same legal entity in the Consultant’s group to arise from other Tenders of ATTIKO METRO S.A.. It is clarified that in no case whatsoever can the same personnel participate in different contracts of Consultants (neither in the submission of offers, nor during the execution of the contract).

8.2 Undertaking of responsibilities by the Contractor

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

8.3 Ownership of Drawings and Documents

All documents (drawings, designs, data, etc.), which shall be compiled by the Contractor in the framework of the execution of the Contract, shall be the property of ATTIKO METRO S.A., shall always be at the disposal of his legal



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representatives during the period of the validity of the Contract and they shall be handed over to ATTIKO METRO S.A. in the time frame foreseen by the Law and the Contract or otherwise during whichever procedure of termination or cancellation of the Contract.

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

8.4 Documentation of data produced by a PC

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

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

8.5 Ownership and Use of the Contractor's Software

8.5.1 The Contractor is obliged to make available to ATTIKO METRO S.A., whenever he is requested to do so, the Computer programs (software) which shall be used by the Contractor for the execution of his services and the fulfillment of his obligations.

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

8.6 Contractor's Insurance Obligations towards his Personnel

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

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

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



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8.7 Health and Safety

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

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

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

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

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

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

ARTICLE 9 OBLIGATIONS OF ATTIKO METRO S.A.

9.1 Provision of existing data

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

9.2 Prompt payment to the Contractor

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



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

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

- a) The cost for flight tickets (economy class) and any other fares, upon submission of the original stub and proof of purchase;
- b) The total of accommodation and subsistence costs in Greece will be maximum eighty five (85)€/day.
- c) The total of subsistence costs abroad will be maximum 95€/day. Reimbursement for accommodation shall be provided for a 4-star hotel category;
- d) The aforesaid expenses shall be reimbursed upon submission of the respective invoices – receipts, accompanied by the necessary back-up documentation.

ARTICLE 10 ACCEPTANCE OF THE SCOPE OF THE CONTRACT

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

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

Acceptance of the scope of the contract may also take place in parts in the event that the works performed (Thessaloniki Metro Base Project and Metro Extension to Kalamaria) are completed earlier than the duration of the contract.

ARTICLE 11 FORCE MAJEURE

If during the execution of the Contract, acts or incidents of “force majeure” occur, which are clearly and proven to be beyond the control and responsibility of the contractual parties, and which could not have been prevented even if due diligence and prudent measures had been taken, each party is entitled to suspend the fulfillment of their contractual responsibilities, provided that these occurrences or incidents hinder their fulfillment. The above right exists only in



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cases where the consequences of these incidents are not regulated by Law 4412/2016 or the Contract.

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

Failure on the part of the Contractor to submit the aforementioned notifications in writing shall deprive the Contractor of his right to invoke the aforementioned reasons in order to justify non-fulfillment of his services.

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

The Contractor shall not be entitled in any way whatsoever to any additional or extra compensation on the grounds of the occurrence of force majeure.

Article 12 FORFEITURE OF CONTRACTOR – TERMINATION OF CONTRACT

12.1 Forfeiture of the Contractor

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

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

Following the finalization of the forfeiture, the Contract is settled and the Good Performance Guarantee becomes payable in favor of ATTIKO METRO S.A., as a special penal clause. If penalties have been imposed for exceeding the partial deadlines up to the finalization of the reduction, these penalties shall be cumulatively owed by the Contractor, while the penalty for exceeding the overall deadline shall be imposed, if a similar case exists (article 191, para.8, Law 4412/2016).

If, after the finalization of the forfeiture, the Administrative Authority makes a resolution to complete the contract, it invites the candidate ranked next in the tender procedure during which the forfeited contractor was awarded the contract and proposes that he/she undertake to complete the contract, under the same terms and conditions and on the basis of the offer submitted in the tender procedure. The execution contract shall be concluded if, within fifteen (15) days of the notification of the proposal, the Administrative Authority receives a written and unconditional acceptance of the proposal. Idle expiry of the aforesaid deadline shall be assumed as a rejection of the proposal. If this



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candidate does not accept the proposal for the conclusion of the contract, the Administrative Authority invites the candidate ranked next in classification order, while, as per the remaining items, the same procedure is followed. If this candidate too rejects the proposal, the Administrative Authority shall, at its discretion, have recourse either to open or negotiated procedure, provided that the legal requirements are met. This procedure shall apply only in case the Administrative Authority considers, on a well-justified basis, that the above offers are not satisfactory to the employer of the design, but it may also apply *mutandis mutandis* in case of design's completion, following the termination of the contract. (Article 191, paragraph 10 of Law 4412/2016).

12.2 Termination of the Contract

ATTIKO METRO S.A. is entitled to terminate the Contract during its execution in the cases foreseen in article 338 of Law 4412/16, without compensation to the Contractor, in accordance with article 192 of Law 4412/16.

Article 13 ADMINISTRATIVE AND LEGAL SETTLEMENT OF DISPUTES

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

Article 14 GOVERNING LAW

With regard to the Contract's conclusion and execution, the following provisions are mainly in force, as these are valid at the time the awarding procedure commences, i.e. the publication of the Invitation to the Official Journal of the European Communities:

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

Article 15 LANGUAGE OF THE CONTRACT

The official language of the Contract is Greek.

The Contract documents shall be drafted in Greek and, optionally, in other languages as well, in total or in part. In case of discrepancies among the parts of the documents of the contract that have been compiled in more languages, then the Greek version shall prevail.



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Any type of information of designs, drawings etc. as well as the correspondence between the contracting parties, shall be submitted to ATTIKO METRO S.A. in Greek.

The documents and data not drafted in Greek shall be submitted accompanied by an official translation in Greek. In case of discrepancies among the parts of the documents of the contract that have been compiled in more languages, then the Greek version shall prevail.

All communication with ATTIKO METRO S.A., as well as all communication between ATTIKO METRO S.A. and the Contractor shall be in the Greek Language. The Contractor shall be under the obligation to facilitate the communication between his foreign employees and ATTIKO METRO S.A. by appointing and making available interpreters.

ARTICLE 16 CONFIDENTIALITY

The Contractor shall be under the obligation to keep confidential and not to disclose to third parties (including representatives of the Greek and international press) any documents or information which may come to his knowledge during the execution of the Contract and which concerns indicatively, without however being limited to, the organization, obligations, data, activity, financial issues or cases of ATTIKO METRO S.A. The Contractor shall make sure that all executives or associates of his, involved in the implementation of the Contract, shall be bound by the terms related to the confidentiality of information. The provisions of this article shall also apply upon the expiry or termination of the Contract. In case the Contractor breaches the confidentiality clause, he shall be under the obligation to compensate ATTIKO METRO S.A. and to remedy any other damage it suffers.

ARTICLE 17 INSURANCES

Insurance policies shall mandatorily comply with the terms specified in this article.

The Contractor shall be under the obligation to insure **his Professional Liability**, as provided for in P.D. 17/2019, against economic losses suffered by third parties due to negligence, errors and omissions caused during the execution of his duties and his professional activity with minimum limits of liability **€ 750,000 per claim** and **€1,000,000 cumulatively** for the entire insurance period.

Insurance policies shall include the following special terms:

1. ATTIKO METRO S.A., its personnel in general, its eventual consultants and their personnel shall be considered as third parties.



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2. ATTIKO METRO S.A. shall be considered as co-insured party.
3. Insurance policies cannot be cancelled, amended or terminated without a previous written thirty (30)-day notice, given through registered mail of the insurance company sent both to the Contractor and to ATTIKO METRO S.A.
4. ATTIKO METRO S.A., under its capacity of co-insured party, shall be advised in writing by the insurance company upon the submission of the notice of damage or claim and shall reserve its right to be advised on the outcome of the case throughout its evolution and until its final settlement. Prior to the payment of the third-party compensation due to the liability of ATTIKO METRO S.A. and only in this case, the insurance company shall have previously obtained the written consent of ATTIKO METRO S.A. to this end.

CONTRACTOR'S LIABILITY

The CONTRACTOR shall bear the exclusive Penal and Civil Liability for acts or omissions on his part related to, indicatively without however being limited to, the rehabilitation of bodily injuries and the reinstatement of material damage, including of his subcontractors or ATTIKO METRO S.A. and of its personnel, or before any third party and for any reason or cause these (acts or omissions) might be caused, even if they are caused by accidental incidents or force majeure or inexperience or negligence etc. of the Contractor or of third parties that the Contractor might use in the execution of the works, ATTIKO METRO S.A., being exempted from any liability ensuing from this cause or for any other cause not precisely specified. These obligations on the part of the Contractor shall also apply even in the case of shared liability of ATTIKO METRO S.A. and its assignees; however, in no case will these apply for any liability caused by any fraudulent action of ATTIKO METRO S.A. and its assignees.

Moreover, the Contractor shall be exclusively liable and accountable for any kind of eventual demands, claims, etc. which might be raised against him for any of the aforementioned causes, originated either from his personnel, or third parties, or suppliers, or the State, or Legal Entities of Private or Public Law, or Institutions, or Funds, or from any other body not particularly specified.

If subcontractors are used for the execution of works, the Contractor shall be solely and exclusively responsible for the safe execution of these works.

The Contractor shall clearly state that ATTIKO METRO S.A. bears no responsibility whatsoever for any of the aforementioned causes. In the event that proceedings are launched against ATTIKO METRO S.A. for any of the aforementioned causes, the Contractor shall be under the obligation to undertake the execution and the defense of the cases and to exempt ATTIKO METRO S.A. from the relevant liability, being liable before ATTIKO METRO S.A. for any expenditure or claim it will be required to pay for the aforementioned reasons.