



**TITLE OF THE TENDER: "DESIGN, PROCUREMENT, INSTALLATION AND COMMISSIONING OF THE AUTOMATIC FARE COLLECTION SYSTEM FOR THE EXTENSION OF THESSALONIKI METRO TO KALAMARIA"**

**RFP-456/24, Α.Σ. 18512**

**CONDITIONS OF CONTRACT**



**“DESIGN, PROCUREMENT, INSTALLATION  
AND COMMISSIONING OF THE AUTOMATIC  
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EXTENSION OF THESSALONIKI METRO TO  
KALAMARIA”**

RFP-456/24

A.Σ. 18512

**CONDITIONS OF CONTRACT**

---

**TABLE OF CONTENTS**

<b>Article 1</b>	<b>Scope</b>
<b>Article 2</b>	<b>Applicable Legislation</b>
<b>Article 3</b>	<b>Definitions</b>
<b>Article 4</b>	<b>Contract Documents and Order of Precedence</b>
<b>Article 5</b>	<b>Language of the Contract</b>
<b>Article 6</b>	<b>Conditions for the Execution of the Contract</b>
<b>Article 7</b>	<b>Standards - Specifications – Codes – Regulations</b>
<b>Article 8</b>	<b>Deadlines – Time Schedule</b>
<b>Article 9</b>	<b>Specifications of the Contract Time Schedule</b>
<b>Article 10</b>	<b>Financial Terms - Guarantees</b>
<b>Article 11</b>	<b>Contractor’s Designs</b>
<b>Article 12</b>	<b>Coordination – Cooperation with other Contractors and the Operation Agency</b>
<b>Article 13</b>	<b>System’s Compatibility</b>
<b>Article 14</b>	<b>Progress reports</b>
<b>Article 15</b>	<b>Monitoring – Acceptance of the Contract by ELLINIKO METRO S.A.</b>
<b>Article 16</b>	<b>Management of Works by the Contractor</b>
<b>Article 17</b>	<b>Delivery – Acceptance of Materials</b>
<b>Article 18</b>	<b>Good Operation Guarantee</b>
<b>Article 19</b>	<b>Spare Parts</b>
<b>Article 20</b>	<b>Software and Source Code</b>
<b>Article 21</b>	<b>Training</b>
<b>Article 22</b>	<b>Quality Management and Quality Control</b>



**“DESIGN, PROCUREMENT, INSTALLATION  
AND COMMISSIONING OF THE AUTOMATIC  
FARE COLLECTION SYSTEM FOR THE  
EXTENSION OF THESSALONIKI METRO TO  
KALAMARIA”**

RFP-456/24

A.Σ. 18512

**CONDITIONS OF CONTRACT**

---

<b>Article 23</b>	<b>Rejection of Materials – Replacement</b>
<b>Article 24</b>	<b>Sub-contractors / Suppliers</b>
<b>Article 25</b>	<b>Operation &amp; Maintenance Manuals</b>
<b>Article 26</b>	<b>Tests and Commissioning</b>
<b>Article 27</b>	<b>Contractor’s Liabilities</b>
<b>Article 28</b>	<b>Insurance</b>
<b>Article 29</b>	<b>Health &amp; Safety</b>
<b>Article 30</b>	<b>Adherence to Laws, Police Regulations - Issuance of Permits</b>
<b>Article 31</b>	<b>Taxes, Duties, Contributions, Retention</b>
<b>Article 32</b>	<b>Import - Transportation</b>
<b>Article 33</b>	<b>Declaring the Contractor forfeited</b>
<b>Article 34</b>	<b>Ownership of the Supply – Copyrights – Ownership of Industrial Property</b>
<b>Article 35</b>	<b>Compensation for Patent and Copyright</b>
<b>Article 36</b>	<b>Utilization of Computer Technology by the Contractor</b>
<b>Article 37</b>	<b>Publicity and Advertisement - Confidentiality</b>
<b>Article 38</b>	<b>Substitution</b>
<b>Article 39</b>	<b>Particular Obligations of the Contractor for overtime, night work and work during days off and holidays</b>
<b>Article 40</b>	<b>Contract Amendment</b>
<b>Article 41</b>	<b>Right for Unilateral Termination of the Contract</b>
<b>Article 42</b>	<b>Force Majeure</b>
<b>Article 43</b>	<b>Administrative Appeals during the contract execution – Judicial Settlement of Disputes</b>



**“DESIGN, PROCUREMENT, INSTALLATION  
AND COMMISSIONING OF THE AUTOMATIC  
FARE COLLECTION SYSTEM FOR THE  
EXTENSION OF THESSALONIKI METRO TO  
KALAMARIA”**

**RFP-456/24**

**A.Σ. 18512**

**CONDITIONS OF CONTRACT**

---

**APPENDICES:**

**APPENDIX (A)**

**SAMPLE A1: Good Performance Letter of Guarantee in the Greek Language**

**SAMPLE A2: Good Performance Letter of Guarantee in the English Language**

**APPENDIX (B)**

**SAMPLE B1: Advance Payment Letter of Guarantee in the Greek Language**

**SAMPLE B2: Advance Payment Letter of Guarantee in the English Language**

**APPENDIX (C)**

**SAMPLE C1: Good Operation Letter of Guarantee in the Greek Language**

**SAMPLE C2: Good Operation Letter of Guarantee in the English Language**

**APPENDIX (D)**

**TABLE D1 : Lump Sum Price (LSP) Financial Offer Breakdown Table, in line with paragraph 10.2.1 herein**



**“DESIGN, PROCUREMENT, INSTALLATION  
AND COMMISSIONING OF THE AUTOMATIC  
FARE COLLECTION SYSTEM FOR THE  
EXTENSION OF THESSALONIKI METRO TO  
KALAMARIA”**

RFP-456/24

A.Σ. 18512

**CONDITIONS OF CONTRACT**

---

**ARTICLE 1 SCOPE**

The scope of the Contract includes the design, procurement, installation and commissioning of the automatic fare collection system for the extension of Thessaloniki Metro to Kalamaria. In addition, the scope of the Contract includes the good operation three-year warrantee, the supply of the spare parts, special tools and testing equipment, the training of the personnel, the preparation and delivery of the Documentation, the delivery of the Maintenance and Operation Manuals and of the “as-built” drawings for the total of the contractual scope in line with the stipulations set in the Contractual Documents.

The scope of the Contractor’s works is described in detail in the document “Technical Description and Specifications”.

**ARTICLE 2 APPLICABLE LEGISLATION**

As concerns the procedure related to the contract signing and execution, applicable shall be mainly the following provisions:

- 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, procurement, installation and commissioning** of the Automatic Fare Collection System for the Extension of Thessaloniki Metro to Kalamaria, as described in more detail in the document entitled “Technical Description and Specifications” and in the remaining contract documents.

**3.2 Awarding Authority and Owner of the contract** to be compiled is ELLINIKO METRO, a SINGLE-MEMBER S.A. Company, trading as “ELLINIKO METRO S.A.

**3.3 Contractor** means the economic operator with whom ELLINIKO METRO S.A. shall sign a Contract for the execution of the required contract scope.

**3.4 Contract** is the written agreement between ELLINIKO 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 CC.

**3.5 Overall Delivery Period** is the overall contractual period required for the completion and delivery of the contract scope, as specified in article 8.1 herein.



**“DESIGN, PROCUREMENT, INSTALLATION  
AND COMMISSIONING OF THE AUTOMATIC  
FARE COLLECTION SYSTEM FOR THE  
EXTENSION OF THESSALONIKI METRO TO  
KALAMARIA”**

RFP-456/24

A.Σ. 18512

**CONDITIONS OF CONTRACT**

---

- 3.6** **Time Schedule** is the Time Schedule for the execution of the contract, as this will be approved by ELLINIKO METRO S.A..
- 3.7** **Overall Estimated Contract Value** is the budgeted value of the contract, including the foreseen amount for price readjustment, VAT not included, in line with paragraph 1.3 of the Invitation.
- 3.8** **Estimated Contract Value** is the budgeted value of the contract, not including the foreseen amount for price readjustment, VAT not included, in line with paragraph 1.3 of the Invitation.
- 3.9** **Overall Contract Value** is the overall amount offered by the Contractor, as it derives from his Financial Offer, including the foreseen amount of price readjustment, VAT not included.
- 3.10** **Value of the Contract or Contract Price or or Contract Value or Lump Sum Price (LSP)** is the amount offered by the Contractor, as it derives from his Financial Offer, not including the amount for price readjustment, VAT not included..
- 3.11** **Design** means all individual designs' categories to be prepared by the Contractor and approved by ELLINIKO METRO S.A. including the detailed drawings, documents, calculations and other data required for the implementation of the contract according to the relevant specifications.
- 3.12** **Board of Directors (BoD)** of ELLINIKO 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.
- 3.13** 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 offered 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:

- a. Procurement Agreement
- b. Financial Offer of the Contractor



**“DESIGN, PROCUREMENT, INSTALLATION  
AND COMMISSIONING OF THE AUTOMATIC  
FARE COLLECTION SYSTEM FOR THE  
EXTENSION OF THESSALONIKI METRO TO  
KALAMARIA”**

RFP-456/24

A.Σ. 18512

**CONDITIONS OF CONTRACT**

---

- c. The Invitation to Tender, along with its annexes, and the Clarifications Document, that may be issued
- d. The Conditions of Contract (CC), along with its Appendices
- e. The Technical Description and Specifications
- f. The information data
- g. The Time Schedule approved by ELLINIKO METRO 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**

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 ELLINIKO METRO 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 ELLINIKO METRO S.A. and the communication between ELLINIKO METRO S.A. and the Contractor shall be necessarily in Greek. The Contractor is obliged to facilitate the communication of his foreign employees with ELLINIKO METRO 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:



**“DESIGN, PROCUREMENT, INSTALLATION  
AND COMMISSIONING OF THE AUTOMATIC  
FARE COLLECTION SYSTEM FOR THE  
EXTENSION OF THESSALONIKI METRO TO  
KALAMARIA”**

RFP-456/24

A.Σ. 18512

**CONDITIONS OF CONTRACT**

---

a) that, in all stages that have preceded the contract, he did not act in an 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 ELLINIKO METRO S.A. 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 take cognizance of the local conditions, any special points and restrictions and in order to conduct safely and successfully the tests and the commissioning of the automatic fare collection system.
- 6.4** In order to execute the works pertaining to the testing and commissioning of the automatic fare collection system for the extension of Thessaloniki Metro to Kalamaria, the Contractor shall take into consideration the operating hours (indicatively 05:30 – 00:30) and the 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.





**“DESIGN, PROCUREMENT, INSTALLATION  
AND COMMISSIONING OF THE AUTOMATIC  
FARE COLLECTION SYSTEM FOR THE  
EXTENSION OF THESSALONIKI METRO TO  
KALAMARIA”**

RFP-456/24

A.Σ. 18512

**CONDITIONS OF CONTRACT**

---

**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 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 ELLINIKO 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 Contractual Time for the Delivery**

The contractual time for the full completion and delivery of the scope of the Supply is set to **three hundred eighty (380) calendar days** as of the contract signing date.



**“DESIGN, PROCUREMENT, INSTALLATION  
AND COMMISSIONING OF THE AUTOMATIC  
FARE COLLECTION SYSTEM FOR THE  
EXTENSION OF THESSALONIKI METRO TO  
KALAMARIA”**

RFP-456/24

A.Σ. 18512

**CONDITIONS OF CONTRACT**

---

The contractual time shall include all activities of the Contractor concerning the design, construction, procurement, installation, testing and commissioning of the automatic fare collection system for the extension of Thessaloniki Metro to Kalamaria, the personnel training, the supply of the spare parts, special tools 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.

**8.2 Extension – Shifting**

8.2.1 The Contractor is obliged to deliver the entire procurement within the time frames and in the way defined in the contract, in line with article 8.1 herein.

In case the execution of the works foreseen by the supply contract is delayed, the contractual time for the delivery of the procurement 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 ELLINIKO 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 ELLINIKO 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.

8.2.2 In case the contractual time for the delivery **is extended, then the penalties foreseen in paragraph 8.3** 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.

8.2.3 The contractual time period for delivering the automatic fare collection system can be shifted based on ELLINIKO 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 automatic fare collection system practically impossible.

In case of shifting the contractual time period for delivering the trains, **no penalties shall apply.**



**“DESIGN, PROCUREMENT, INSTALLATION  
AND COMMISSIONING OF THE AUTOMATIC  
FARE COLLECTION SYSTEM FOR THE  
EXTENSION OF THESSALONIKI METRO TO  
KALAMARIA”**

RFP-456/24

A.Σ. 18512

**CONDITIONS OF CONTRACT**

---

- 8.2.4 **If the contractual delivery time period, as defined in article 8.1 herein, expire without prompt submittal of a request for extension or if the deadline extended as per the above expires without delivery of the scope of the procurement, as described in article 8.1 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”.

**8.3 Penalties**

The penalties imposed for overdue delivery of the Supply, as per the above paragraph 8.2.2, are described below:

If the contractual delivery time period for the delivery of the automatic fare collection system is 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 system delivered overdue, the foreseen amount for price readjustment and 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 system 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 time stipulated in article 8 of this document and within twenty (20) calendar days after signing the



**“DESIGN, PROCUREMENT, INSTALLATION  
AND COMMISSIONING OF THE AUTOMATIC  
FARE COLLECTION SYSTEM FOR THE  
EXTENSION OF THESSALONIKI METRO TO  
KALAMARIA”**

RFP-456/24

A.Σ. 18512

**CONDITIONS OF CONTRACT**

---

Contract, the Contractor shall submit to ELLINIKO 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 ELLINIKO METRO S.A. within a deadline of fifteen (15) calendar days.

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

ELLINIKO 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 ELLINIKO METRO S.A.'s comments, then ELLINIKO 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 ELLINIKO 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 consideration the following:

1. That he will have access to the project sites and the OCC, as required by the sequence of activities, for *in-situ* installations and testing (i.e. after designs and procurement).
2. That he will be able to work on the interconnection of his system with the system of Thessaloniki Metro Base Project, as required by the sequence of activities.
3. That ELLINIKO METRO S.A. will provide all necessary data required for the preparation of its designs within thirty (30) calendar days from the signing of the contract.
4. That the completion of the delivery to ELLINIKO METRO S.A. of the spare parts, the special tools and the testing equipment of the contract shall be effected one month before the completion of the contract delivery time, as specified in article 8.1 herein.



**“DESIGN, PROCUREMENT, INSTALLATION  
AND COMMISSIONING OF THE AUTOMATIC  
FARE COLLECTION SYSTEM FOR THE  
EXTENSION OF THESSALONIKI METRO TO  
KALAMARIA”**

RFP-456/24

A.Σ. 18512

**CONDITIONS OF CONTRACT**

---

**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 time of the supply included in the Conditions of Contract. 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 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 ELLINIKO METRO S.A. of all designs, calculations, drawings and specifications. Moreover, it shall show the development, submission and approval by ELLINIKO 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:

- Works shall be executed in parallel with other Contractors. The Contractor shall coordinate with the other Contractors and



**“DESIGN, PROCUREMENT, INSTALLATION  
AND COMMISSIONING OF THE AUTOMATIC  
FARE COLLECTION SYSTEM FOR THE  
EXTENSION OF THESSALONIKI METRO TO  
KALAMARIA”**

RFP-456/24

A.Σ. 18512

**CONDITIONS OF CONTRACT**

---

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 ELLINIKO 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.

The organization of the Time Schedule shall be based on the Work Breakdown Structure (WBS) and shall contain as a minimum two (2) analysis levels, as mentioned below, which shall apply to each activity and shall be finalised by ELLINIKO METRO S.A.

**Level 1:** Specifies the type of work

Examples: Design, Procurement / Factory Manufacturing, Installation, Testing, Acceptance, Commissioning.

**Level 2:** Specifies the Station/Position where works/ tests are being performed on-board

Examples: Aretsou Station, OCC

The activity ID shall consist of letters and numbers which shall refer to the position/station, as well as to the phase 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





**“DESIGN, PROCUREMENT, INSTALLATION  
AND COMMISSIONING OF THE AUTOMATIC  
FARE COLLECTION SYSTEM FOR THE  
EXTENSION OF THESSALONIKI METRO TO  
KALAMARIA”**

RFP-456/24

A.Σ. 18512

**CONDITIONS OF CONTRACT**

---

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 progress of the supply.

In addition, should this be requested by ELLINIKO METRO S.A., the Contractor shall prepare and submit on a weekly basis or per time intervals to be determined by ELLINIKO 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. ELLINIKO 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/shifting to contractual delivery time period, the Contractor shall submit to ELLINIKO METRO S.A. for review and approval the revised Time Schedule of the contract, as per the extensions granted.

**9.3**

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 ELLINIKO METRO S.A.'s suggestions. The acceleration measures foreseen in this paragraph shall be applied at the Contractor's care and expenses.



**“DESIGN, PROCUREMENT, INSTALLATION  
AND COMMISSIONING OF THE AUTOMATIC  
FARE COLLECTION SYSTEM FOR THE  
EXTENSION OF THESSALONIKI METRO TO  
KALAMARIA”**

RFP-456/24

A.Σ. 18512

**CONDITIONS OF CONTRACT**

---

**ARTICLE 10 FINANCIAL TERMS - GUARANTEES**

**10.1 Advance Payment**

10.1.1 An overall interest-bearing advance payment equal to **thirty per cent (30%)** on the value of the contract (contractual lump sum price), the foreseen amount for price readjustment and VAT not included, shall be provided to the Contractor.

Payment of the advance payment calls for the submission of a Letter of Guarantee of an equal amount, in line with the stipulations of paragraph 10.1.2 herein. The subject advance payment is optional and the Contractor must file a relevant request.

The collected Advance Payment shall be partially amortized, 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 until the amortization of the advance payment amount derives 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=  $\rho/\Sigma \times 100 \times 1.10$

**$\rho$ :** The amount of the advance payment;  **$\Sigma$ :** 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:





**“DESIGN, PROCUREMENT, INSTALLATION  
AND COMMISSIONING OF THE AUTOMATIC  
FARE COLLECTION SYSTEM FOR THE  
EXTENSION OF THESSALONIKI METRO TO  
KALAMARIA”**

RFP-456/24

A.Σ. 18512

**CONDITIONS OF CONTRACT**

---

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

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, as regards the 1<sup>st</sup> Account, the time period needed for calculating the accrued interest rates is defined as the period extending from the date when the advance payment was collected until the submission of the 1<sup>st</sup> Account. As far as the subsequent Accounts are concerned, this time period is calculated as the period extending from the date when the previous account was submitted until the date when the subsequent account 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 ELLINIKO 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 2.1.5 and 2.2.2.C of the Invitation.

**10.2 Payments – Accounts – Payment Certificates**

10.2.1 The Contractor's payments shall be made in line with the Percentage Allocation shown in Table D1 herein.

Based on Table D1, the Contractor shall be compensated on the offered amount, for each section against the respective percentages.

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

- Accounts compiled by the Contractor and submitted to ELLINIKO METRO 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 ELLINIKO METRO S.A.'s depot/ warehouse
- The Contractor shall be under the obligation to issue an Electronic Invoice, which, in the context of the execution of public contracts,



**“DESIGN, PROCUREMENT, INSTALLATION  
AND COMMISSIONING OF THE AUTOMATIC  
FARE COLLECTION SYSTEM FOR THE  
EXTENSION OF THESSALONIKI METRO TO  
KALAMARIA”**

RFP-456/24

A.Σ. 18512

**CONDITIONS OF CONTRACT**

---

is the invoice that has been issued, transmitted and received in a structured electronic form, which allows its automatic and electronic processing, in accordance with the applicable legislation.

- Tax and social security contributions clearance certificates, in line with the related provisions.
- Certificate on the implementation of double taxation avoidance convention.

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

- a) A deduction of 0.1% that will be calculated on the value of each payment pro taxes and retention of the initial as well as any supplementary contract or contract amendment in favour of the Uniform Independent Public Contracts' Authority (paragraph 3, article 350, Law 4412/16, as in effect following the amendments of Law 4912/22).
- b) 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 ELLINIKO METRO S.A. in the name and on behalf of the Ministry of Digital Governance, in accordance with paragraph 6, article 36 of Law 4412/2016.
- c) any other lawful retention in favour of third parties that may arise, on the basis of the legislation.

The retention in favour of third parties shall be charged with the respective duty stamp of 3% and with the duty stamp in favour of OGA calculated with 20% on the duty stamp.

**10.2.3**

Upon approval of the final acceptance protocol, the account shall be submitted in five (5) printed originals, as well as in digital form.

All ELLINIKO 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, ELLINIKO 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



**“DESIGN, PROCUREMENT, INSTALLATION  
AND COMMISSIONING OF THE AUTOMATIC  
FARE COLLECTION SYSTEM FOR THE  
EXTENSION OF THESSALONIKI METRO TO  
KALAMARIA”**

RFP-456/24

A.Σ. 18512

**CONDITIONS OF CONTRACT**

---

new account unless ELLINIKO METRO S.A. has certified the previous one.

ELLINIKO 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 ELLINIKO 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 ELLINIKO METRO S.A. and becomes the backup document 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 ELLINIKO 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.

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.

ELLINIKO METRO 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.



**“DESIGN, PROCUREMENT, INSTALLATION  
AND COMMISSIONING OF THE AUTOMATIC  
FARE COLLECTION SYSTEM FOR THE  
EXTENSION OF THESSALONIKI METRO TO  
KALAMARIA”**

RFP-456/24

A.Σ. 18512

**CONDITIONS OF CONTRACT**

---

10.2.4 During the execution of the contract, including the time of any extension thereof, the part of the contract fee corresponding to the Contractual Scope delivered at least after twelve (12) months from the deadline for the submission of the offers shall be subject to **price re-adjustments** and will be increased accordingly. For this reason, a special item shall be included in the amount of the overall estimated contract value which relates to the anticipated price re-adjustment amount. In the event of undue delivery, at the Contractor's liability, the extension time shall not be taken into account for the re-adjustment. Any advance payment granted shall be deducted from the contract value to be re-adjusted

**The re-adjusted price of the contract fee (T)**, i.e. the contract price including the price re-adjustment, shall be calculated in line with the following formula, namely:

$$T = T_o * \alpha$$

Where:

**To:** the subject Contract price

**$\alpha$ :** the rate of re-adjustment of the part of the Contract Fee corresponding to the Contract Scope to be delivered twelve (12) months at least after the ending date for the submission of the offers; it is determined by the following formula:

$$\alpha = TK_1 / TK_2$$

More specifically, **TK<sub>1</sub>** and **TK<sub>2</sub>** are determined as follows:

**TK<sub>1</sub>:** the general consumer price index corresponding to the payment certificate period, provided that, at the time of delivery of the goods, at least twelve (12) months have elapsed since the ending date for the submission of offers.

**TK<sub>2</sub>:** the general consumer price index corresponding to the time period when the Financial Offer was submitted.

In the event the aforesaid coefficient ( **$\alpha$** ) is less than the unit, the price stipulated in the contract shall be paid to the Contractor.

**10.3 Good Performance Guarantee**

The signing of the contract calls for the provision of the Good Performance Letter of Guarantee equal to four (4%) per cent **on the overall estimated value** of the Contract, including the foreseen amount of price re-adjustment, while VAT is not included.



**“DESIGN, PROCUREMENT, INSTALLATION  
AND COMMISSIONING OF THE AUTOMATIC  
FARE COLLECTION SYSTEM FOR THE  
EXTENSION OF THESSALONIKI METRO TO  
KALAMARIA”**

RFP-456/24

A.Σ. 18512

**CONDITIONS OF 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 2.1.5 and 2.2.2.B 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 ELLINIKO METRO 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, the Contractor ought 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 overall 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 ELLINIKO METRO 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 1.3 of this document.

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 ELLINIKO METRO 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**

Upon the final quantitative and qualitative acceptance of the entire scope of the contract, the Contractor shall be required to submit a Good Operation Letter of Guarantee intended for the rectification of defects that may arise or the repair of any damage that may be caused due to the malfunctioning of the goods during the good operation warrantee period.



**“DESIGN, PROCUREMENT, INSTALLATION  
AND COMMISSIONING OF THE AUTOMATIC  
FARE COLLECTION SYSTEM FOR THE  
EXTENSION OF THESSALONIKI METRO TO  
KALAMARIA”**

RFP-456/24

A.Σ. 18512

**CONDITIONS OF CONTRACT**

---

The amount of the Good Operation Letter of Guarantee shall be equal to five per cent (5%) of the overall estimated value of the Contract, including the foreseen amount of price re-adjustment, VAT not included, in line with article 302, Law 4412/16 and the stipulations of articles 2.1.5 and 2.2.2.D 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 Letter 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 letter of guarantee shall be returned having the aforesaid remarks and undue delivery being addressed.

In case of partial final acceptances including the commissioning phase, the Good Performance Letter of Guarantee shall be gradually released, by the amount corresponding to the value of the part of the quantity that was finally accepted and commissioned.

The Advance Payment Letter of Guarantee shall be returned to the Contractor upon amortization of the overall amount of the advance payment.

The gradual/overall release of the Good Performance and the Advance Payment Letters of Guarantee shall call for the prior opinion by the Monitoring and Acceptance Committee and the relevant approval by the BoD of ELLINIKO METRO S.A.

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 ELLINIKO METRO S.A. BoD. It is stressed that the necessary precondition for the approval of the relevant protocol consists in ascertaining the compliance of the fare collection system with all parameters and performances, indicated by the Contractor during his offer's submission stage, by maintaining relevant proceedings by the Monitoring and Acceptance Committee.





**“DESIGN, PROCUREMENT, INSTALLATION  
AND COMMISSIONING OF THE AUTOMATIC  
FARE COLLECTION SYSTEM FOR THE  
EXTENSION OF THESSALONIKI METRO TO  
KALAMARIA”**

**RFP-456/24**

**A.Σ. 18512**

**CONDITIONS OF CONTRACT**

---

**ARTICLE 11 CONTRACTOR’S DESIGNS**

- 11.1** Upon the contract signing, the Contractor ought to proceed to the preparation of the General Final Designs and the Detailed Final Designs, in line with the provisions of the Document entitled “Technical Description and Specifications”.
- 11.2** Through his design, the Contractor shall ensure the compatibility of the new fare collection system with the existing fare collection system of the Base Project and with all the related systems of Kalamaria extension, in line with article 13 herein. 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, ELLINIKO 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 ELLINIKO METRO S.A. comments, the Contractor is obliged to resubmit the respective design for approval by ELLINIKO 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 ELLINIKO METRO S.A. instructions.
- 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 ELLINIKO METRO S.A. shall not accept any alteration to this Price on account of any corrections made during the approval of the Designs by ELLINIKO METRO S.A..



**“DESIGN, PROCUREMENT, INSTALLATION  
AND COMMISSIONING OF THE AUTOMATIC  
FARE COLLECTION SYSTEM FOR THE  
EXTENSION OF THESSALONIKI METRO TO  
KALAMARIA”**

RFP-456/24

A.Σ. 18512

**CONDITIONS OF CONTRACT**

---

- 11.10** It is stressed that the approval of the Design, calculations, drawings work methods, procedures, tests, bill of quantities, etc. by ELLINIKO 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 prior to the approval of the relevant design by ELLINIKO 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 ELLINIKO METRO S.A. review and approval. The request for Technical Deviation must be submitted and approved prior to the submission of the (corresponding) Design.

**ARTICLE 12 COORDINATION – COOPERATION WITH OTHER CONTRACTORS  
AND THE OPERATION AGENCY**

- 12.1** The coordination between the Contractor of this Contract and the remaining ELLINIKO METRO S.A.'s Contractors – as regards interface related issues – shall be effected through ELLINIKO METRO S.A. during the design, procurement, installation and commissioning phases of the automatic fare collection system. However, it is the





**“DESIGN, PROCUREMENT, INSTALLATION  
AND COMMISSIONING OF THE AUTOMATIC  
FARE COLLECTION SYSTEM FOR THE  
EXTENSION OF THESSALONIKI METRO TO  
KALAMARIA”**

RFP-456/24

A.Σ. 18512

**CONDITIONS OF CONTRACT**

---

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.

The Contractor is obliged to participate effectively in the meetings to be held by ELLINIKO 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 ELLINIKO METRO S.A.'s Contractors shall not be binding for ELLINIKO METRO S.A.. The Contractor shall submit in writing to ELLINIKO METRO S.A. his requests, recommendations or remarks – if any - regarding his cooperation and the coordination of his works with the remaining ELLINIKO METRO S.A.'s Contractors.

**12.2** ELLINIKO 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 ELLINIKO METRO S.A.'s Contractors and the Contractor shall be obliged to comply with the above.

**12.3** Especially, during the testing and commissioning phases of the automatic fare collection system, the Contractor is obliged to cooperate in parallel with the Operation Agency of the Metro, in order to schedule with precision the tests and their sequence.

**ARTICLE 13 SYSTEMS COMPATIBILITY**

The Contractor shall ensure full compatibility of the system required by this contract with the existing fare collection system of the Base Project and with the associated architectural elements and the E/M systems of the extension to Kalamaria (architectural finishes, power supply, earthing, data transmission system, fire detection system, BACS system, etc.).

The Contractor shall also cooperate with the Base Project contractor, as well as with the contractor of the central fare collection system of Thessaloniki and of the body involved, i.e. TheTA S.A., to the extent required, so as to ensure the feasibility of the connection and the operational compatibility of the system of this contract with the above. This must be taken into consideration both during the Design phase and the system testing phase.



**“DESIGN, PROCUREMENT, INSTALLATION  
AND COMMISSIONING OF THE AUTOMATIC  
FARE COLLECTION SYSTEM FOR THE  
EXTENSION OF THESSALONIKI METRO TO  
KALAMARIA”**

RFP-456/24

A.Σ. 18512

**CONDITIONS OF CONTRACT**

---

Similarly, the Contractor shall ensure the above for the interconnection of new future extensions, in addition to the extension to Kalamaria. In the event of future extension projects, the Contractor shall cooperate with other eventual contractors for the implementation of an integrated Fare Collection system operating in the entire Thessaloniki Metro.

**ARTICLE 14 PROGRESS REPORTS**

The Contractor shall submit to ELLINIKO 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 9.2 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 9.3 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 ELLINIKO 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 carried out through the advisory and organizational bodies to be appointed by the BoD of ELLINIKO METRO 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, the monitoring and acceptance of the Contract shall be carried out by Contract Monitoring and Acceptance Committee, to be appointed by ELLINIKO METRO S.A.'s BoD. More specifically, the Contract Monitoring and Acceptance Committee shall consist in three (3) members, while, as an indication and not exhaustively the subject Committee shall be responsible for the following, namely:

- it shall make recommendations before ELLINIKO METRO S.A. BoD for 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 make a recommendation before ELLINIKO METRO S.A. BoD for the approval of the acceptance Protocol of the guaranteed operation, in shall make a resolution about the compliance of the Contractor with the contract requirements;



**“DESIGN, PROCUREMENT, INSTALLATION  
AND COMMISSIONING OF THE AUTOMATIC  
FARE COLLECTION SYSTEM FOR THE  
EXTENSION OF THESSALONIKI METRO TO  
KALAMARIA”**

RFP-456/24

A.Σ. 18512

**CONDITIONS OF CONTRACT**

---

- 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 ELLINIKO METRO S.A. BoD on issues related to any Contract extensions and amendments, technical deviations, return of letters of guarantee and the appointment of personnel to support the Committee on supervision-related issues;
- 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, ELLINIKO METRO 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 exchange of correspondence with the Contractor, as well as for issues regarding coordination with other agencies.

**15.4** In line with paragraph 11b, article 221 Law 4412/16 ELLINIKO METRO 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 ELLINIKO METRO S.A. in line with article 43 of this document. Its members shall 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 ELLINIKO METRO S.A. shall be the date when the letter was received from the Document Control Centre of ELLINIKO 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 ELLINIKO METRO S.A. arising from the terms of the Contract, which are



**“DESIGN, PROCUREMENT, INSTALLATION  
AND COMMISSIONING OF THE AUTOMATIC  
FARE COLLECTION SYSTEM FOR THE  
EXTENSION OF THESSALONIKI METRO TO  
KALAMARIA”**

RFP-456/24

A.Σ. 18512

**CONDITIONS OF CONTRACT**

---

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 ELLINIKO METRO S.A. and the Contractor.

**ARTICLE 16 MANAGEMENT OF WORKS BY THE CONTRACTOR**

**16.1** Upon signing the contract, the Contractor shall announce to ELLINIKO 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 ELLINIKO 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 or Computer 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 or Computer Engineer with at least 5 years of experience.

**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 ELLINIKO 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, ELLINIKO METRO S.A. must provide its prior explicit written approval.



**“DESIGN, PROCUREMENT, INSTALLATION  
AND COMMISSIONING OF THE AUTOMATIC  
FARE COLLECTION SYSTEM FOR THE  
EXTENSION OF THESSALONIKI METRO TO  
KALAMARIA”**

RFP-456/24

A.Σ. 18512

**CONDITIONS OF CONTRACT**

---

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

**16.7** 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.

ELLINIKO 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 systems, whose behavior towards ELLINIKO METRO S.A.'s personnel or third parties was also considered improper.

In these cases, within a 10-day period upon the communication of ELLINIKO 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 ELLINIKO METRO S.A..

**ARTICLE 17 DELIVERY– ACCEPTANCE OF MATERIALS**

**17.1** The Contractor is obliged to deliver the system within the time frame specified in article 8 herein.

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

**17.2** Final acceptances shall be carried out before each account, in line with the allocation presented in Table D1 attached hereto and the provisions of article 10.2 herein.

With regard to the required final acceptances, it can be carried out in line with the allocation presented in Table D1 attached hereto. It is possible to proceed with the final acceptance of each Station further to the completion of the design, required works, supplies, installations and SAT tests. Subsequently, the final acceptance of the system can take place once the integration tests and the commissioning have been completed. The Contractor ought to inform in writing, through the Coordination, Organization and Support Department, the Monitoring and Acceptance Committee that the required works and tests for the acceptance of the systems have been completed and invite the subject Committee to each final acceptance.

The Monitoring and Acceptance Committee can:



**“DESIGN, PROCUREMENT, INSTALLATION  
AND COMMISSIONING OF THE AUTOMATIC  
FARE COLLECTION SYSTEM FOR THE  
EXTENSION OF THESSALONIKI METRO TO  
KALAMARIA”**

RFP-456/24

A.Σ. 18512

**CONDITIONS OF CONTRACT**

---

- i. proceed with the acceptance of the material
- ii. proceed with the acceptance with remarks of the material due to deviations from the technical specifications of the Contract
- iii. reject the material.

The cost for the execution of all the tests to be deemed necessary shall be borne by the Contractor.

**17.3**

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 ELLINIKO 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 system and are deemed to be of minor importance, then the final acceptance procedure is carried out in two (2) stages, namely:

**1<sup>st</sup> Stage:** The Monitoring and Acceptance Committee compiles the Final Acceptance Protocol of the 1<sup>st</sup> 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 2<sup>nd</sup> 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 ELLINIKO METRO S.A.'s BoD; upon its approval the subject Protocol is communicated to the Contractor.

**2<sup>nd</sup> 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 2<sup>nd</sup> Stage. The Final Acceptance Protocol of the 2<sup>nd</sup> Stage is approved by ELLINIKO METRO S.A.'s BoD and the relevant resolution is communicated to the Contractor.

**If this is not the case, should, in ELLINIKO 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





**“DESIGN, PROCUREMENT, INSTALLATION  
AND COMMISSIONING OF THE AUTOMATIC  
FARE COLLECTION SYSTEM FOR THE  
EXTENSION OF THESSALONIKI METRO TO  
KALAMARIA”**

RFP-456/24

A.Σ. 18512

**CONDITIONS OF CONTRACT**

---

deficiencies within a reasonable deadline. If these deficiencies are not reinstated, then upon ELLINIKO 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.

Materials that have been rejected or considered as acceptable with reduction on the contract price, based on the controls performed by the First Degree Acceptance Committee, can have referral to the Second Degree Acceptance Committee following the Contractor's relevant request or *ex officio*, in accordance with paragraph 5, article 208 of Law 4412/16.

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 ELLINIKO 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 acceptance of materials and the preparation of the relevant protocol is not effected by the Monitoring and Acceptance Committee within the aforementioned time set, it is considered that the acceptance was performed *ex officio*, in accordance with article 209 of Law 4412/16.

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

**17.4** The automatic fare collection system may be set in revenue service only upon the final acceptance (with no remarks) or the final acceptance of the 1<sup>st</sup> Stage (in case of minor deviations) by ELLINIKO METRO S.A. as per the above.

**17.5** Upon the approval of the Final Acceptance Protocol (either with no remarks or during the 1<sup>st</sup> Stage of the Final Acceptance with minor



**“DESIGN, PROCUREMENT, INSTALLATION  
AND COMMISSIONING OF THE AUTOMATIC  
FARE COLLECTION SYSTEM FOR THE  
EXTENSION OF THESSALONIKI METRO TO  
KALAMARIA”**

RFP-456/24

A.Σ. 18512

**CONDITIONS OF CONTRACT**

---

remarks) of the entire Contract or any self-standing parts thereof, the Supply related risk shall be transferred to ELLINIKO 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 automatic fare collection system is **defined to three (3) years** as of the final acceptance of the overall scope of the contract (including integration tests and commissioning of the system).

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

- a) Preventive (scheduled) maintenance for a period of twelve (12) months upon final acceptance of the overall contract scope (including integration tests and commissioning of the system), which will also include periodic inspections every three (3) months. The maintenance expenses associated to this time period shall be borne by the Contractor. The preventive maintenance shall include the establishment of a shifts program on a weekly basis for the Contractor's maintenance personnel, as regards his maintenance and repair work groups he possesses, the supply and installation of the required consumable spare parts, as well as the training of the personnel of the maintenance department of the Operation Agency. During the execution of the works relating to the scheduled maintenance, the Contractor is obliged to provide his services for the optimal maintenance, in accordance with the Operation and Maintenance Manuals and the Illustrated Part Lists that he has submitted. For the remaining twenty four (24)-month period, the Operation Agency shall be responsible for the preventive maintenance of the system and its cost shall be borne by same.
- b) 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 system throughout the guarantee period shall be provided by the Contractor, shall





**“DESIGN, PROCUREMENT, INSTALLATION  
AND COMMISSIONING OF THE AUTOMATIC  
FARE COLLECTION SYSTEM FOR THE  
EXTENSION OF THESSALONIKI METRO TO  
KALAMARIA”**

**RFP-456/24**

**A.Σ. 18512**

**CONDITIONS OF CONTRACT**

---

constitute his responsibility and their cost, including transportation cost, shall be borne by the Contractor.

- c) Supply and availability of the consumable spare parts falling under the warranty period, in line with the stipulations of the Document entitled “Technical Description and Specifications”.
- d) Supply and availability of the special tools, required for the repair and maintenance, as well as the testing diagnostic equipment.
- e) Technical support to the Maintenance Service of the Operation Agency. The technical support shall consist in the constant presence on site and shall be provided by at least one (1) Specialized Technician with a ten-year experience in the maintenance of fare collection systems and by one (1) Electrical Technician with a five-year experience in the maintenance of fare collection systems. 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 during the three-year warrantee. The Team of the Specialized Staff shall provide its technical support to the Operation 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 systems’ warranty period shall be borne by him.

**18.2** The procedure to be implemented with regard to the repair of defects and damage occurring throughout the warrantee period is as follows:

- a) The Operation 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 ELLINIKO 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 ELLINIKO METRO S.A..
- c) If the Contractor, after receiving ELLINIKO METRO S.A.’s work instruction, fails to meet immediately his contractual obligations regarding the rectification of the fault/defect, then



**“DESIGN, PROCUREMENT, INSTALLATION  
AND COMMISSIONING OF THE AUTOMATIC  
FARE COLLECTION SYSTEM FOR THE  
EXTENSION OF THESSALONIKI METRO TO  
KALAMARIA”**

RFP-456/24

A.Σ. 18512

**CONDITIONS OF CONTRACT**

---

ELLINIKO 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 components of the equipment installed a-new 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 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 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 “Technical Description and 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 Agency shall be responsible for the scheduled maintenance of the automatic fare collection system, carried out after the Preventive Maintenance period, and its cost shall be borne by same. During the execution of the works relating to the scheduled maintenance, the Contractor is obliged to provide his services for supporting, if required, the Operation Agency’s Maintenance Department for the optimal maintenance, 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). 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



**“DESIGN, PROCUREMENT, INSTALLATION  
AND COMMISSIONING OF THE AUTOMATIC  
FARE COLLECTION SYSTEM FOR THE  
EXTENSION OF THESSALONIKI METRO TO  
KALAMARIA”**

RFP-456/24

A.Σ. 18512

**CONDITIONS OF CONTRACT**

---

the Good Operation Letter of Guarantee, as foreseen in article 10 herein. This Protocol shall be approved by ELLINIKO 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 ELLINIKO METRO S.A., as these are described in the Contract Documents.

The Contractor shall be exclusively responsible for their availability. The warehouse facilities in Pylea Depot shall be made available for their storage.

The cost of all spare parts' is included in the Lump Sum Price of the Contractor's Offer.

**19.1 Capital spare parts of the Contract**

The scope of the contract shall include the Capital Spare Parts, in line with the requirements of the Document entitled “Technical Description and Specifications”. The Capital Spare Parts shall have been delivered at the time determined in article 9.2, item 4 herein.

**19.2 Warrantee Period Capital Spare Parts**

The contract scope shall include the Warrantee Period capital spare parts required throughout the three-year warrantee period of the contract, in line with the requirements of the Document entitled “Technical Description and Specifications”.

**19.3 Warrantee Period Consumable Spare Parts (components and materials)**

The scope of the contract shall include the supply of the consumable spare parts (components and materials), which are subject to wear or “contamination” during the operation and, therefore, the replacement of which is required at specified time intervals, to ensure preventive maintenance and smooth operation for one (1) year of the warrantee period, in line with the requirements of the Document entitled “Technical Description and Specifications”.

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

**19.5** 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 fare collection equipment. The available spare parts' stock at the Depot during the



**“DESIGN, PROCUREMENT, INSTALLATION  
AND COMMISSIONING OF THE AUTOMATIC  
FARE COLLECTION SYSTEM FOR THE  
EXTENSION OF THESSALONIKI METRO TO  
KALAMARIA”**

RFP-456/24

A.Σ. 18512

**CONDITIONS OF CONTRACT**

---

warranty period shall cover the Supply needs for a time period of at least one (1) year.

- 19.6** The three-year guarantee of the contract scope shall cover the total of the main spare parts stored in ELLINIKO METRO S.A.'s warehouses. Should a defective material be found upon its use, it shall then be immediately replaced by the Contractor.
- 19.7** The Contractor shall organize the list of spare parts in such a manner so that the 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.
- 19.8** 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 fare collection system. The number of the tools shall be approved by ELLINIKO METRO S.A., based on the pertinent functional analysis to be handed over.

**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 “Technical Description and 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 ELLINIKO 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 fare collection system, then for this section only (which will not be delivered) the conclusion of an “Escrow



**“DESIGN, PROCUREMENT, INSTALLATION  
AND COMMISSIONING OF THE AUTOMATIC  
FARE COLLECTION SYSTEM FOR THE  
EXTENSION OF THESSALONIKI METRO TO  
KALAMARIA”**

RFP-456/24

A.Σ. 18512

**CONDITIONS OF CONTRACT**

---

Agreement” is absolutely required in order to ensure ELLINIKO 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 ELLINIKO 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.

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 ELLINIKO METRO S.A.’s request for the provision of technical support to ELLINIKO METRO S.A. or fails to respond to ELLINIKO METRO S.A.’s request for upgrading the software at ELLINIKO METRO S.A.’s expense, or fails to respond to ELLINIKO 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 ELLINIKO METRO S.A. and this will become property of ELLINIKO METRO S.A., without being obliged to cover any expense.

**20.3**

The Contractor shall provide ELLINIKO 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 system 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, ELLINIKO 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.



**“DESIGN, PROCUREMENT, INSTALLATION  
AND COMMISSIONING OF THE AUTOMATIC  
FARE COLLECTION SYSTEM FOR THE  
EXTENSION OF THESSALONIKI METRO TO  
KALAMARIA”**

RFP-456/24

A.Σ. 18512

**CONDITIONS OF CONTRACT**

---

All the aforementioned rights can be exercised either by ELLINIKO METRO S.A. or by Operation Company / Agency or by a third party to whom ELLINIKO METRO S.A. or Operation Company / Agency shall cede the maintenance of the automatic fare collection system.

**ARTICLE 21 TRAINING**

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

The Contractor shall be responsible for the proper training of Operation Agency's - ELLINIKO 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 ELLINIKO METRO S.A. and shall be transferred to the designated training areas.

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

The training of Operation Company / Agency's - ELLINIKO METRO S.A.'s personnel shall be performed in accordance with the stipulations of article 17 of the Document entitled “Technical Description and Specifications” and the remaining Contract Documents.

**ARTICLE 22 QUALITY MANAGEMENT AND QUALITY CONTROL**

**22.1** Within thirty (30) days upon Contract signing, the Contractor must submit for ELLINIKO METRO S.A.'s review the documentation of the Quality Management System (QMS), as well as the Quality Plan and the Inspection & Test Plan.

Within ten (10) working days, ELLINIKO METRO S.A. shall return to the Contractor the aforementioned submissions with remarks, if any. The Contractor must incorporate these remarks in the revised versions of the Quality Management System, the Quality Plan and the Inspection & Test Plan.

Any revision of the aforementioned documents shall be submitted to ELLINIKO METRO S.A. for approval.

**22.2** Quality control shall be performed on the Contractor's responsibility and at his expenses.

**22.3** The criteria dictated by the required standards and regulations concerning the equipment, materials and the quality of the





**“DESIGN, PROCUREMENT, INSTALLATION  
AND COMMISSIONING OF THE AUTOMATIC  
FARE COLLECTION SYSTEM FOR THE  
EXTENSION OF THESSALONIKI METRO TO  
KALAMARIA”**

RFP-456/24

A.Σ. 18512

**CONDITIONS OF CONTRACT**

---

construction, are mentioned in the contractual documents. In the Quality Plan for the Systems' Installation and in the Test - Control Plan all the requirements of these criteria should be taken into consideration.

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 mark, which shall be proven through the appropriate accompanying documentation.

- 22.4** The Contractor shall be responsible for the quality of all materials, equipment and systems that he will construct or purchase as well as for the quality of the works under construction.
- 22.5** The Quality Control Plan should include as a minimum the following basic data, which must be completed and updated with additional information as frequently as necessary for the quality requirements to be met.
- All quality control documentation (procedures, work instructions, forms, etc.) proposed by the Contractor;
  - Lists of documents, files, drawings, materials, equipment, suppliers, etc.
  - Inspection programs and practices for coping with any non-compliance related cases during the execution of the contract.
- 22.6** The Inspection & Test Plan shall include in detail all required inspections and tests, depending on the progress of the contract, the criteria deriving from the relevant standards and regulations, as well as reports in the respective inspection forms.
- 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 will be submitted, according to the conditions of the Contract and the approved Quality Plan. The Contractor's drawings, as well as the data that shall be submitted, should be in accordance with the relevant specifications of the contractual documents.
- 22.8** The Quality Control Plan that will be submitted by the Contractor and approved by ELLINIKO METRO S.A., will be followed revised throughout the validity period of the Contract.
- 22.9** However, 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 contract.



**“DESIGN, PROCUREMENT, INSTALLATION  
AND COMMISSIONING OF THE AUTOMATIC  
FARE COLLECTION SYSTEM FOR THE  
EXTENSION OF THESSALONIKI METRO TO  
KALAMARIA”**

RFP-456/24

A.Σ. 18512

**CONDITIONS OF CONTRACT**

---

**ARTICLE 23 REJECTION OF MATERIALS – REPLACEMENT**

In case of final rejection of the overall quantity of materials or part thereof, based on ELLINIKO 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 ½ 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** 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 ELLINIKO METRO S.A. and the Subcontractors/Suppliers.
- 24.2** 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.
- 24.3** The Contractor shall not be entitled – in any case whatsoever – to award to sub-contractors/suppliers contracts representing a percentage over 50% of the value of the contract, including neither the foreseen amount for price re-adjustment, nor VAT.
- 24.4** During the Contract signing, the Contractor is obligated to report to ELLINIKO METRO S.A. the names, the contact information and the legal representatives of his sub-contractors, who participate in the execution of this contract, should these particulars are known at that specific time. In addition, he shall be obliged to notify ELLINIKO METRO S.A. of any change in this information during the execution of the contract, as well as of the required information about any new sub-contractor, whom the Contractor shall utilize in the subject contract, by submitting the relevant agreements/cooperation statements. In case the cooperation between the Contractor and the Sub-contractors of





**“DESIGN, PROCUREMENT, INSTALLATION  
AND COMMISSIONING OF THE AUTOMATIC  
FARE COLLECTION SYSTEM FOR THE  
EXTENSION OF THESSALONIKI METRO TO  
KALAMARIA”**

RFP-456/24

A.Σ. 18512

**CONDITIONS OF CONTRACT**

---

the Contract is interrupted, he shall then notify ELLINIKO METRO S.A. of this interruption immediately and he ought to ensure smooth execution of part(s) of the contract either by himself or by a new sub-contractor, whom he will announce to ELLINIKO METRO S.A., as per the aforementioned procedure.

- 24.5** ELLINIKO METRO S.A. shall verify that the reasons for disqualification of sub-contractors do not apply, as well as that the proposed sub-contractor satisfies the qualifications (experience) required for the execution of the part of the project that he undertakes, should the part or parts of the contract that the Contractor intends to assign in the form of a sub-contracting work exceed 30% of the value of the contract, including neither the foreseen amount for price re-adjustment, nor VAT. To this end, any sub-contractors that present themselves after the contract award shall submit to ELLINIKO 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 shall apply.

**ARTICLE 25 OPERATION & MAINTENANCE MANUALS**

- 25.1** The Contractor shall deliver the Operation and Maintenance Manuals prior to the completion of testing and the commissioning of the system, 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.

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

**ARTICLE 26 TESTS – COMMISSIONING**

- 26.1** As required by the stipulations of the Documents entitled “Technical Description and Specifications” and by the remaining contractual terms, the Contractor shall carry out the required tests and shall commission the automatic fare collection system.

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 ELLINIKO 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 documents.



**“DESIGN, PROCUREMENT, INSTALLATION  
AND COMMISSIONING OF THE AUTOMATIC  
FARE COLLECTION SYSTEM FOR THE  
EXTENSION OF THESSALONIKI METRO TO  
KALAMARIA”**

RFP-456/24

A.Σ. 18512

**CONDITIONS OF CONTRACT**

---

The Contractor shall give the proper instructions, including the Operation and Maintenance Manuals, to enable the Future Operation and Maintenance of each item by the personnel of ELLINIKO METRO S.A. and the Operation Agency.

**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 system, as well as of the equipment and the materials composing the aforementioned systems, as well as for the flawless, timely and workmanlike implementation of the Contract scope.

The equipment shall be stored at the Contractor’s liability and expenses. Storage shall be made in a safe and well-organized manner, always in compliance with the appropriate conditions (temperature, humidity, dust, loading, shading, etc.), so that the equipment be maintained in an excellent condition, in strict adherence to the specifications.

**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



**“DESIGN, PROCUREMENT, INSTALLATION  
AND COMMISSIONING OF THE AUTOMATIC  
FARE COLLECTION SYSTEM FOR THE  
EXTENSION OF THESSALONIKI METRO TO  
KALAMARIA”**

RFP-456/24

A.Σ. 18512

**CONDITIONS OF CONTRACT**

---

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 ELLINIKO METRO S.A. and the Contractor, his personnel or his Sub-contractors.
- 27.9** Should ELLINIKO 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 General**

Without any limitation to his obligations and responsibilities deriving from the Contract and the Legislation in force, the Contractor shall insure the personnel to be engaged in the execution of the contract, the materials, the Procurement itself, as well as the civil liability that may result from or due to the Contract, at his own care and expense, based on the legislation in force and the provisions of this article.

The insurance company (-ies) to be selected by the Contractor must be well-recognized and solvent, and to be able to provide the required coverage for the entire insurance period.

The insurance company must be seated in any country of the European Union, of the European Financial Area (EFA).

In case the insurance company is not seated in Athens, the said company should either have a certified office - branch in Athens - or appoint an attorney-at-law in Athens, as per the provisions of article 142, paragraph 4 of the Code of Civil Procedure.

The certification of the insurance company (-ies) concerning the insurance coverage of the contract should be submitted by the Contractor to ELLINIKO METRO S.A. within a 5-day period prior to the



**“DESIGN, PROCUREMENT, INSTALLATION  
AND COMMISSIONING OF THE AUTOMATIC  
FARE COLLECTION SYSTEM FOR THE  
EXTENSION OF THESSALONIKI METRO TO  
KALAMARIA”**

RFP-456/24

A.Σ. 18512

**CONDITIONS OF CONTRACT**

---

Contract signing, for checking purposes. The original insurance policies shall be submitted by the Contractor within a 15-day deadline upon the Contract signing, along with the proof of payment of the first installment of premiums. The insurance policies must necessarily comply with the terms of this article.

The insurance policy (-ies) of third party civil liability that may be required for covering the Contractor against third party liability, due to the execution of maintenance and repair works by the Contractor and within the framework of his other contractual obligations, shall be submitted to ELLINIKO METRO S.A. by the Contractor fifteen (15) calendar days prior to the commencement of the respective works related to maintenance, repair, etc.

Insurance of personnel

The Contractor has to insure in EFKA and the remaining social security organizations all the personnel employed by him, as well as the work crew personnel, in the execution of the Contract, who may be engaged in the contract related works under any capacity and any contractual relationship. In all circumstances the Contractor is obliged to insure the subject personnel; otherwise, he shall not be entitled to utilize same for the contract.

The Contractor is obliged to insure in a recognized and solvent insurance company the aforementioned personnel (both the local and the international staff) against accidents if the personnel in question is not falling within the provisions about mandatory insurance, covering, thus, his employer's liability.

**28.2 Insurance of Contract Scope**

The Contractor is obliged to insure the Contractual Scope at the following stages:

- a) **At the Transportation stage** of the required equipment from the manufacturing country/place to ELLINIKO METRO S.A.'s facilities in Thessaloniki. The said draft insurance policy must be submitted to ELLINIKO METRO S.A. for review at least two (2) months prior to the first shipment. Clause A' (Institute Cargo Clauses A-ALL RISK), including the Institute War Clauses Cargo and the Institute Strikes Clauses Cargo shall be valid in the insurance policy, with the note that any trans-shipment shall also be covered. The relevant original insurance policy should be submitted to ELLINIKO METRO S.A. at least one (1) month prior to the first shipment.
- b) **From the arrival of the first equipment** at ELLINIKO METRO S.A.'s premises in Thessaloniki until the Approval of the Final Acceptance Protocol. The draft of the above insurance policy



**“DESIGN, PROCUREMENT, INSTALLATION  
AND COMMISSIONING OF THE AUTOMATIC  
FARE COLLECTION SYSTEM FOR THE  
EXTENSION OF THESSALONIKI METRO TO  
KALAMARIA”**

RFP-456/24

A.Σ. 18512

**CONDITIONS OF CONTRACT**

---

must be submitted to ELLINIKO METRO S.A. for checking within a two (2) month-period before the arrival of the equipment at AM's premises in Thessaloniki. The original insurance policy must be submitted to ELLINIKO METRO S.A. at least five (5) working days prior to the first arrival of the equipment.

The scope of the insurance shall consist in the overall value of the Contract scope (required systems, materials, spare parts, tools, services, etc.), including any supplements, revisions and/or re-adjustments (plus or minus) to the Contract price.

- 28.3 Insurance of the Procurement against all risks** from the arrival of the first item of the equipment at ELLINIKO METRO S.A.'s installation areas up to the approval of the Final Acceptance Protocol.

**The scope** of this insurance is as follows:

The total value of the Contract, inclusive of any Contract supplements and/or adjustments. 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, and the Insurance Company waives its claim for 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 [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 AGAINST ALL RISKS (e.g. war, invasion, rebellion, popular uprising, revolution, seizure, pollution by radiation or ionizing radiation etc.).

The insurances mentioned in the above paragraphs should be concluded in the name of both the Contractor and ELLINIKO METRO S.A..

**Duration of insurance:** The insurance company's liability commences upon the arrival of the first item of the required equipment at ELLINIKO METRO S.A.'s installation areas in Thessaloniki and expires upon the approval of the Final Acceptance Protocol. The aforementioned insurance policy AGAINST ALL RISKS shall be submitted by the Contractor to ELLINIKO METRO S.A., as per the stipulations of paragraph 278.2.b.

For ELLINIKO 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:



**“DESIGN, PROCUREMENT, INSTALLATION  
AND COMMISSIONING OF THE AUTOMATIC  
FARE COLLECTION SYSTEM FOR THE  
EXTENSION OF THESSALONIKI METRO TO  
KALAMARIA”**

RFP-456/24

A.Σ. 18512

**CONDITIONS OF CONTRACT**

---

- “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 consent of ELLINIKO METRO S.A. for this purpose.

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

The transfer of the Contractor’s claim to ELLINIKO 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”.

**28.4**

**Third Party Civil Liability Insurance**, from the arrival of the first item of the required Equipment at ELLINIKO METRO S.A.’s installation areas up to the expiry of the guaranteed operation period and **Employer’s Liability** against the employees and its remaining personnel throughout the validity period of the contract and the insurance period.

1. **The scope of Civil Liability** 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.

**The scope of the Employer’s Liability** is to cover the Employer for any amounts he will be required to pay as compensation of moral damages and/or moral injury, depending on the case, and for the amounts set forth under articles 657 & 658 of the Civil Code by reason of labor accidents caused during, because or on the occasion of the works and the services provided constituting the scope of this Contract. “Third parties” means all the employees and the personnel having a dependent employment relationship with the Contractor. This obligation applies for the personnel both Greek nationals and foreigners.





**“DESIGN, PROCUREMENT, INSTALLATION  
AND COMMISSIONING OF THE AUTOMATIC  
FARE COLLECTION SYSTEM FOR THE  
EXTENSION OF THESSALONIKI METRO TO  
KALAMARIA”**

RFP-456/24

A.Σ. 18512

**CONDITIONS OF CONTRACT**

---

**Insurance duration:** The Insurance Company's liability shall commence upon the arrival of the first item of the required equipment at ELLINIKO METRO S.A.'s facilities and ends upon expiry of the guaranteed operation period.

2. **The indemnification limits** of a civil liability insurance policy are defined as a minimum as follows:

**General Civil Liability**

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

**€ 1,000,000**

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

**€ 400,000**

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

**€ 1,000,000**

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

**€ 1,500,000**

**Employer's liability (sub-limits of the General Civil Liability)**

- a) For **bodily injury or death** of third parties, per individual and per accident:

**€ 400,000.00**

- b) For **bodily injury or death** of third parties after a massive accident, irrespective of the number of the injured parties:

**€ 800,000.00**

- c) **Maximum limit** of the insurer's liability throughout the duration of the insurance:

**€ 800,000.00**

3. This insurance policy shall include the following **special terms** as well:



**“DESIGN, PROCUREMENT, INSTALLATION  
AND COMMISSIONING OF THE AUTOMATIC  
FARE COLLECTION SYSTEM FOR THE  
EXTENSION OF THESSALONIKI METRO TO  
KALAMARIA”**

RFP-456/24

A.Σ. 18512

**CONDITIONS OF CONTRACT**

---

- a) ELLINIKO METRO S.A., its overall personnel, any of its consultants and their personnel, are regarded as third parties.
- b) The insurance company ought to refute any case raised against the Contractor or ELLINIKO 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.

The draft insurance policy for third party civil liability shall be submitted by the Contractor to AM two (2) months prior to the delivery of the first item of the required equipment to ELLINIKO METRO S.A.. 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.

- 4. The Contractor is obliged to insure ELLINIKO METRO S.A.'s employees, its consultants and their personnel who will travel to the country where the Procurement's equipment will be manufactured in view of monitoring the works of the Contract, from the moment they depart ELLINIKO METRO S.A.'s premises up to their return to these premises and throughout their staying in the country where the equipment of the procurement is manufactured.

**28.5 Mandatory Terms**

The Insurance policies must necessarily include the following terms:

- a) ELLINIKO METRO S.A. shall be co-insured.
- b) Explicit reference must be made to the fact that the term “Contractor” includes any kind of personnel engaged in the subject project under any type of labor relationship with the Contractor for the subject contract, as well as the sub-contractors and the sub-suppliers of the Contractor.
- 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 ELLINIKO METRO S.A. by the insurance company.
- d) The insurance company waives its rights to raise a case against ELLINIKO METRO S.A., its employees, its consultants, its associates and their employees, in case the injury or damage is due to an act or omission of the aforementioned persons not caused by grave negligence.



**“DESIGN, PROCUREMENT, INSTALLATION  
AND COMMISSIONING OF THE AUTOMATIC  
FARE COLLECTION SYSTEM FOR THE  
EXTENSION OF THESSALONIKI METRO TO  
KALAMARIA”**

RFP-456/24

A.Σ. 18512

**CONDITIONS OF CONTRACT**

---

- 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 ELLINIKO METRO S.A. and the insurance costs shall be borne by the Contractor.
- f) ELLINIKO METRO S.A.'s liability arising from Article 922 of the Civil Code is covered (employer's liability).

**28.6 General insurance terms**

All insurance policies shall necessarily include the following general terms:

- a) All insurance policies referred to herein shall be submitted to ELLINIKO METRO S.A. for approval, in accordance with the special provisions of articles 28.1-28.4.
- b) In entering into all the above insurance policies, 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 ELLINIKO 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 ELLINIKO 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 the payment of the damage or injury etc. not paid in full according to the terms of this Contract and ELLINIKO METRO S.A. is entitled to deducting, from amounts payable to the Contractor, or from any kind of his guarantees, the amounts



**“DESIGN, PROCUREMENT, INSTALLATION  
AND COMMISSIONING OF THE AUTOMATIC  
FARE COLLECTION SYSTEM FOR THE  
EXTENSION OF THESSALONIKI METRO TO  
KALAMARIA”**

RFP-456/24

A.Σ. 18512

**CONDITIONS OF CONTRACT**

---

that, in its judgment, are required for the repair of the injury or damage in question.

- f) ELLINIKO 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 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 ELLINIKO 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 Letter of Guarantee. In this case, ELLINIKO METRO S.A. shall act via an irrevocable order and on behalf of the Contractor, should this is to ELLINIKO METRO S.A.'s interest.

In addition, in case the Contractor neglects or is reluctant to pay to the insurers the premium due, then ELLINIKO METRO S.A., 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 GENERAL**

The Contractor is exclusively and irrevocably responsible before ELLINIKO METRO A.E. to ensure that the workers, work crews, consultants, representatives, his suppliers, throughout the time period that they are involved in Thessaloniki Metro in the framework of the execution of this contract, shall comply in all respects with the Applicable Legislation, the provisions and the regulations concerning safety, health and fire safety, as well as with ELLINIKO METRO S.A.'s regulations. In case the pertinent Greek Law or the Law of the European Union does not exist, the best current practice shall apply.

The Contractor shall be exclusively responsible for the health and safety of his employees, the supervision of the works, as well as for the provision of PPE to his employees.



**“DESIGN, PROCUREMENT, INSTALLATION  
AND COMMISSIONING OF THE AUTOMATIC  
FARE COLLECTION SYSTEM FOR THE  
EXTENSION OF THESSALONIKI METRO TO  
KALAMARIA”**

RFP-456/24

A.Σ. 18512

**CONDITIONS OF CONTRACT**

---

The Contractor's works shall be executed in such a way, so as to always ensure the health and safety of his employees, ELLINIKO METRO S.A.'s and third party's employees.

ELLINIKO METRO S.A. shall bear no responsibility whatsoever for labor accidents to the Contractor's workers. The Contractor is exclusively responsible for labor accidents or damage to third party property caused by his own activities or omissions.

The Contractor shall report **immediately** to ELLINIKO METRO S.A. any incident causing injury to his personnel or third parties or any damage to property, irrespective of severity or significance, as well as any hazardous incidents caused by his own activities or omissions.

The Contractor shall keep detailed accident and injury records and shall submit to ELLINIKO METRO S.A. a standardized monthly summary of the accidents' statistics. The standardized monthly summary of statistics shall be in line with ELLINIKO METRO S.A.'s sample to be delivered to the Contractor at least twenty (20) working days prior to the commencement of works.

Any failure, on the part of the Contractor, to comply with the requirements of this article shall be regarded as violation of this contract and, in this case, ELLINIKO METRO S.A. shall be entitled to suspend the works immediately at the Contractor's cost until the aforesaid failure is remedied.

Should the Contractor receive a notification for inspection or a notification of deficiencies further to the inspection carried out by ELLINIKO METRO S.A.'s Department concerned or by any State Authority, he shall immediately notify ELLINIKO METRO S.A. by transmitting copies of the relevant notifications (unless the notification has been issued by ELLINIKO METRO S.A.) and shall proceed with all necessary corrective actions, in line with the relevant requirements of ELLINIKO METRO S.A.'s Department concerned or any State Authority.

ELLINIKO METRO S.A. reserves the right to proceed to any action necessary to correct any safety-related deficiency, in case the Contractor does not see to it. The Contractor shall compensate immediately and in full ELLINIKO METRO S.A. against all expenses that ELLINIKO METRO S.A. suffered as regards the introduction of the subject corrective actions.

Should an act or omission of the Contractor results in the imposition of fines to ELLINIKO METRO S.A. by any State Authority or this act or omission burdens AM with expenses related to the implementation of the applicable Greek legislation concerning safety, then the Contractor shall pay and/or compensate ELLINIKO METRO S.A. for all the relevant costs and expenses.



**“DESIGN, PROCUREMENT, INSTALLATION  
AND COMMISSIONING OF THE AUTOMATIC  
FARE COLLECTION SYSTEM FOR THE  
EXTENSION OF THESSALONIKI METRO TO  
KALAMARIA”**

RFP-456/24

A.Σ. 18512

**CONDITIONS OF CONTRACT**

---

The entire equipment of the Contractor should be as specified by the European Legislation and bear the CE marking, as dictated by the relevant Legislation, as well as the relevant documents (e.g. maintenance books, manuals) proving the ability of the equipment to operate safely. The Contractor shall ensure that the equipment shall undergo all safety tests and inspections foreseen by the Law. Copies of the certificates shall be made available to ELLINIKO METRO S.A. upon request.

The Contractor shall deliver to ELLINIKO METRO S.A. the “Safety Data Sheet - SDS” for all hazardous materials to be (eventually) used in Thessaloniki Metro. The relevant approvals must be obtained for each material included in this category, every time such a material is used in Thessaloniki Metro.

ELLINIKO METRO S.A. can require that any person who systematically violates the safety procedures, in ELLINIKO METRO S.A.’s substantiated opinion, be removed from the work area. This person cannot return to the work area without ELLINIKO METRO S.A.’s prior written consent.

It is advisable that the Contractor provides the employees with work clothing labeled with the Contractor’s name.

The Contractor shall be exclusively responsible to implement his employees’ health monitoring systems.

The Contractor is under the obligation to ensure – for all employees – that they have - on a well-documented basis – completed the medical examinations **prior** to the commencement of the works, that they have completed training and that they have been given the required PPE equipment.

The Contractor shall appoint a Safety Technician to the local Department of Health and Safety at Work (ΔΥΑΕ) as per Law 1568/85, Law 3850/2010 and Presidential Decree 17/96. The announcement to the local Labor Inspection Authority of the assignment of duties to the Safety Technician shall be made **prior** to the commencement of the works by the Contractor and further to ELLINIKO METRO S.A.’s **prior approval**.

The Contractor shall adhere to the applicable legislation requirements regarding the Occupational Doctor’s provision of services, if required.

The Contractor shall provide ELLINIKO METRO S.A. with full access to all relevant files (e.g. accident investigations, accident statistics, omission reports, etc.) and documentation (training, certificates, measurements, evaluations, maintenance manuals, etc.). ELLINIKO





**“DESIGN, PROCUREMENT, INSTALLATION  
AND COMMISSIONING OF THE AUTOMATIC  
FARE COLLECTION SYSTEM FOR THE  
EXTENSION OF THESSALONIKI METRO TO  
KALAMARIA”**

RFP-456/24

A.Σ. 18512

**CONDITIONS OF CONTRACT**

---

METRO S.A. is entitled to carry out onsite inspections or detailed checks whenever deemed advisable.

All Contractor's obligations shall be transferred and apply – unchanged – to his Subcontractors and/or his work crews that may be engaged in Thessaloniki Metro.

**29.2 HEALTH AND SAFETY PLAN (HSP) AND HEALTH AND SAFETY FILE (HSF)**

At least twenty (20) working days prior to the commencement of “his construction work”, the Contractor shall submit to ELLINIKO METRO S.A. a Health and Safety Plan (HSP) and the Health and Safety File (HSF) for the **specific** contract. ELLINIKO METRO S.A. shall examine same within a ten (10)-working day period.

The Risk Assessment at Work study shall be an integrated part of the HSP. Any additional modifications or additions to the HSP must be submitted prior to the commencement of any works presupposing the submission and acceptance of these additions and modifications. Should, at any given time, the HSP is considered insufficient, based on ELLINIKO METRO S.A.'s reasonable and substantiated opinion, or revision or modification thereof is required for ensuring safe execution of works or protection of all employees and visitors, then ELLINIKO METRO S.A. can instruct the Contractor to revise the HSP and the Contractor shall resubmit same to ELLINIKO METRO S.A. for review within ten (10) working days.

The Contractor shall implement the principles and the procedures provided for in the HSP, as well as any modification or additions to it which have been accepted by ELLINIKO METRO S.A. and shall ensure that the suitable personnel shall undertake its implementation.

The Contractor is obliged to update the HSF with all necessary data for the file to be complete. The completeness and accuracy of the HSF constitutes an integral part in view of the acceptance of the Project by ELLINIKO METRO S.A.

**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.



**“DESIGN, PROCUREMENT, INSTALLATION  
AND COMMISSIONING OF THE AUTOMATIC  
FARE COLLECTION SYSTEM FOR THE  
EXTENSION OF THESSALONIKI METRO TO  
KALAMARIA”**

RFP-456/24

A.Σ. 18512

**CONDITIONS OF CONTRACT**

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- 30.2** The Contractor, being responsible for adhering to laws etc., is obliged to inform ELLINIKO 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.
- 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, ELLINIKO METRO S.A. shall be informed, in order to provide its concurrence and accord for the issuance of the said permit. ELLINIKO 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 ELLINIKO METRO S.A.. ELLINIKO 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 ELLINIKO METRO S.A., being liable before ELLINIKO METRO S.A. for any relevant expenditure or damage that ELLINIKO 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 import of the materials in Greece, which shall be in his name, and to obtain any other required relevant permits, approvals, etc., from the national public authorities. ELLINIKO 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 ELLINIKO 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 ELLINIKO METRO S.A., the import of materials in Greece can be effected by the Contractor in the name of ELLINIKO METRO S.A.; in this case, the pertinent expenses shall be borne by the Contractor.



**“DESIGN, PROCUREMENT, INSTALLATION  
AND COMMISSIONING OF THE AUTOMATIC  
FARE COLLECTION SYSTEM FOR THE  
EXTENSION OF THESSALONIKI METRO TO  
KALAMARIA”**

RFP-456/24

A.Σ. 18512

**CONDITIONS OF CONTRACT**

---

**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 ELLINIKO METRO S.A.'s BoD Resolution having obtained the opinion of the competent decision-making body, in the following cases:

- a) paragraph 7, article 105, Law 4412/16 on the award and conclusion of the contract.
- b) If the Contractor does not fulfil his contractual obligations and/or if he does not comply with the written instructions of ELLINIKO 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 paragraph 33.2 of this article.

**33.2** In this case, ELLINIKO 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 ELLINIKO METRO S.A. pertinent resolution.

**33.3** The Contractor shall not be declared forfeited for reasons related to the liability of ELLINIKO 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 paragraph 4, article 203 of Law 4412/16.

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

**ARTICLE 34 OWNERSHIP OF THE SUPPLY – COPYRIGHT – OWNERSHIP OF**

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**“DESIGN, PROCUREMENT, INSTALLATION  
AND COMMISSIONING OF THE AUTOMATIC  
FARE COLLECTION SYSTEM FOR THE  
EXTENSION OF THESSALONIKI METRO TO  
KALAMARIA”**

RFP-456/24

A.Σ. 18512

**CONDITIONS OF CONTRACT**

---

**INDUSTRIAL PROPERTY**

- 34.1** The contractual price also includes transference to ELLINIKO METRO S.A. of the right to use all Contractor's and his /Suppliers' copyrights, which are incorporated into this contract.
- 34.2** ELLINIKO 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 automatic fare collection system.
- 34.3** The contractual price also includes, at no additional cost further to the payment of the contractual price, the transference to ELLINIKO 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 ELLINIKO 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 ELLINIKO 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 ELLINIKO METRO S.A.'s prior written permit.
- 34.5** The Contractor must, each time he delivers to ELLINIKO METRO S.A. any work incorporating intellectual rights or constituting a product of a third party's industrial property, provide ELLINIKO 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 ELLINIKO METRO S.A., to the extent, in the manner and with the means required, aiming at the operation, maintenance and upgrading of the systems. ELLINIKO 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 ELLINIKO METRO S.A. the name of the sub-contractor/supplier to be placed on the 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, ELLINIKO METRO S.A. shall be entitled to



**“DESIGN, PROCUREMENT, INSTALLATION  
AND COMMISSIONING OF THE AUTOMATIC  
FARE COLLECTION SYSTEM FOR THE  
EXTENSION OF THESSALONIKI METRO TO  
KALAMARIA”**

RFP-456/24

A.Σ. 18512

**CONDITIONS OF CONTRACT**

---

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 ELLINIKO 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 ELLINIKO METRO S.A., shall be delivered in an electronic format too, in accordance with the technical instructions issued by ELLINIKO 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.
- 36.2.4 Flow charts, charts or other type of drawings apart from construction drawings shall be in MICROSOFT **Visio 2010** files or newer release.
- 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



**“DESIGN, PROCUREMENT, INSTALLATION  
AND COMMISSIONING OF THE AUTOMATIC  
FARE COLLECTION SYSTEM FOR THE  
EXTENSION OF THESSALONIKI METRO TO  
KALAMARIA”**

RFP-456/24

A.Σ. 18512

**CONDITIONS OF CONTRACT**

---

all necessary data based on which ELLINIKO 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 ELLINIKO METRO S.A., but nevertheless this software can export in a format used by ELLINIKO METRO S.A., then the Contractor is obliged to deliver the files in that specific format of ELLINIKO METRO S.A..
- 36.5** In addition, in case ELLINIKO 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 ELLINIKO 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 ELLINIKO METRO S.A..

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 ELLINIKO 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 ELLINIKO METRO S.A..

In case the Contractor breaches the confidentiality related provisions, he shall then be responsible for compensating ELLINIKO METRO S.A. and for restoring any other damage that ELLINIKO 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





**“DESIGN, PROCUREMENT, INSTALLATION  
AND COMMISSIONING OF THE AUTOMATIC  
FARE COLLECTION SYSTEM FOR THE  
EXTENSION OF THESSALONIKI METRO TO  
KALAMARIA”**

RFP-456/24

A.Σ. 18512

**CONDITIONS OF CONTRACT**

---

explicit written consent of ELLINIKO 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 ELLINIKO 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.

**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**



**“DESIGN, PROCUREMENT, INSTALLATION  
AND COMMISSIONING OF THE AUTOMATIC  
FARE COLLECTION SYSTEM FOR THE  
EXTENSION OF THESSALONIKI METRO TO  
KALAMARIA”**

RFP-456/24

A.Σ. 18512

**CONDITIONS OF CONTRACT**

---

ELLINIKO 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 2.2.3.1 and 2.2.3.9 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 ELLINIKO METRO S.A. the pertinent evidence.

However, in any case the Contractor ought to act with due diligence, eliminate any adverse effects and keep ELLINIKO 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 a shifting of the deadline, should the critical path of the Time Schedule is affected, in line with article 8.2.3 herein.

**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.



**“DESIGN, PROCUREMENT, INSTALLATION  
AND COMMISSIONING OF THE AUTOMATIC  
FARE COLLECTION SYSTEM FOR THE  
EXTENSION OF THESSALONIKI METRO TO  
KALAMARIA”**

**RFP-456/24**

**A.Σ. 18512**

**CONDITIONS OF CONTRACT**

---

Filing the subject appeal within the prescribed deadline suspends the imposed penalties. ELLINIKO 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** Any dispute between the contracting parties arising out of the contract to be concluded shall be resolved by filing an appeal or bringing an action before the Administrative Court of Appeal of the Region in which the contract is performed, 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 a lawsuit in whose legal document does not include any application for cancellation or modification of the administrative act or omission.



**“DESIGN, PROCUREMENT, INSTALLATION  
AND COMMISSIONING OF THE AUTOMATIC  
FARE COLLECTION SYSTEM FOR THE  
EXTENSION OF THESSALONIKI METRO TO  
KALAMARIA”**

RFP-456/24

A.Σ. 18512

**CONDITIONS OF CONTRACT**

**ΠΡΟΣΑΡΤΗΜΑ (Α)**

**ΥΠΟΔΕΙΓΜΑ Α1**

**ΕΓΓΥΗΤΙΚΗ ΕΠΙΣΤΟΛΗ ΚΑΛΗΣ ΕΚΤΕΛΕΣΗΣ**

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

Ημερομηνία έκδοσης .....

Προς: (Πλήρης επωνυμία Αναθέτουσας Αρχής/Αναθέτοντος Φορέα<sup>1</sup>)

.....  
(Διεύθυνση Αναθέτουσας Αρχής/Αναθέτοντος Φορέα)<sup>2</sup> .....

Εγγύηση μας υπ' αριθμ. .... ποσού ..... ευρώ<sup>3</sup>.

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.....<sup>4</sup>

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 ΕΛΛΗΝΙΚΟ ΜΕΤΡΟ Α.Ε..

<sup>1</sup> Όπως ορίζεται στα έγγραφα της σύμβασης.

<sup>2</sup> Όπως ορίζεται στα έγγραφα της σύμβασης.

<sup>3</sup> Ολογράφως και σε παρένθεση αριθμητικώς.

<sup>4</sup> Όπως υποσημείωση 3.



**“DESIGN, PROCUREMENT, INSTALLATION  
AND COMMISSIONING OF THE AUTOMATIC  
FARE COLLECTION SYSTEM FOR THE  
EXTENSION OF THESSALONIKI METRO TO  
KALAMARIA”**

RFP-456/24

A.Σ. 18512

**CONDITIONS OF CONTRACT**

---

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 υπόκειται στην αποκλειστική δικαιοδοσία των αρμόδιων Ελληνικών Δικαστηρίων της Αθήνας κατά το ελληνικό δίκαιο.

(Εξουσιοδοτημένη Υπογραφή)



**“DESIGN, PROCUREMENT, INSTALLATION  
AND COMMISSIONING OF THE AUTOMATIC  
FARE COLLECTION SYSTEM FOR THE  
EXTENSION OF THESSALONIKI METRO TO  
KALAMARIA”**

RFP-456/24

A.Σ. 18512

**CONDITIONS OF CONTRACT**

---

**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 <sup>1</sup>)

.....

(Address of the Awarding Authority / Agency<sup>2</sup> )

.....

Our Guarantee no. .... against the amount of ..... euro<sup>3</sup>.

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 ..... euro<sup>4</sup>

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 ELLINIKO 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.

---

<sup>1</sup> As specified in the Contract documents

<sup>2</sup> As specified in the Contract documents

<sup>3</sup> The amount of the Letter of Guarantee is written in full and in numbers in brackets.

<sup>4</sup> See footnote 3





**“DESIGN, PROCUREMENT, INSTALLATION  
AND COMMISSIONING OF THE AUTOMATIC  
FARE COLLECTION SYSTEM FOR THE  
EXTENSION OF THESSALONIKI METRO TO  
KALAMARIA”**

RFP-456/24

A.Σ. 18512

**CONDITIONS OF CONTRACT**

---

The present guarantee shall remain valid until .....

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)



**“DESIGN, PROCUREMENT, INSTALLATION  
AND COMMISSIONING OF THE AUTOMATIC  
FARE COLLECTION SYSTEM FOR THE  
EXTENSION OF THESSALONIKI METRO TO  
KALAMARIA”**

RFP-456/24

A.Σ. 18512

**CONDITIONS OF CONTRACT**

**ΠΡΟΣΑΡΤΗΜΑ (B)**

**ΥΠΟΔΕΙΓΜΑ Β1**

**ΕΓΓΥΗΤΙΚΗ ΕΠΙΣΤΟΛΗ ΠΡΟΚΑΤΑΒΟΛΗΣ**

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

Ημερομηνία έκδοσης .....

Προς: (Πλήρης επωνυμία Αναθέτουσας Αρχής/Αναθέτοντος Φορέα<sup>1</sup>)

.....  
(Διεύθυνση Αναθέτουσας Αρχής/Αναθέτοντος Φορέα)<sup>2</sup> .....

Εγγύηση μας υπ' αριθμ. .... ποσού ..... ευρώ<sup>3</sup>.

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.....<sup>4</sup>

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)

<sup>1</sup> Όπως ορίζεται στα έγγραφα της σύμβασης.

<sup>2</sup> Όπως ορίζεται στα έγγραφα της σύμβασης.

<sup>3</sup> Ολογράφως και σε παρένθεση αριθμητικώς.

<sup>4</sup> Όπως υποσημείωση 3.



**“DESIGN, PROCUREMENT, INSTALLATION  
AND COMMISSIONING OF THE AUTOMATIC  
FARE COLLECTION SYSTEM FOR THE  
EXTENSION OF THESSALONIKI METRO TO  
KALAMARIA”**

RFP-456/24

A.Σ. 18512

**CONDITIONS OF CONTRACT**

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..... Διακήρυξη της ΕΛΛΗΝΙΚΟ ΜΕΤΡΟ Α.Ε..

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

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

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

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

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

(Εξουσιοδοτημένη Υπογραφή)



**“DESIGN, PROCUREMENT, INSTALLATION  
AND COMMISSIONING OF THE AUTOMATIC  
FARE COLLECTION SYSTEM FOR THE  
EXTENSION OF THESSALONIKI METRO TO  
KALAMARIA”**

RFP-456/24

A.Σ. 18512

**CONDITIONS OF CONTRACT**

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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<sup>1</sup>)

.....

(Address of the Awarding Authority / Agency<sup>2</sup> )

.....

Our Guarantee no. .... against the amount of ..... euro<sup>3</sup>.

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 ..... euro<sup>4</sup>

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 ELLINIKO 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.

---

<sup>1</sup> As specified in the Contract documents

<sup>2</sup> As specified in the Contract documents

<sup>3</sup> The amount of the Letter of Guarantee is written in full and in numbers in brackets.

<sup>4</sup> See footnote 3



**“DESIGN, PROCUREMENT, INSTALLATION  
AND COMMISSIONING OF THE AUTOMATIC  
FARE COLLECTION SYSTEM FOR THE  
EXTENSION OF THESSALONIKI METRO TO  
KALAMARIA”**

**RFP-456/24**

**A.Σ. 18512**

**CONDITIONS OF CONTRACT**

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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)



**“DESIGN, PROCUREMENT, INSTALLATION  
AND COMMISSIONING OF THE AUTOMATIC  
FARE COLLECTION SYSTEM FOR THE  
EXTENSION OF THESSALONIKI METRO TO  
KALAMARIA”**

RFP-456/24

A.Σ. 18512

**CONDITIONS OF CONTRACT**

**ΠΡΟΣΑΡΤΗΜΑ (Γ)**

**ΥΠΟΔΕΙΓΜΑ Γ1**

**ΕΓΓΥΗΤΙΚΗ ΕΠΙΣΤΟΛΗ ΚΑΛΗΣ ΛΕΙΤΟΥΡΓΙΑΣ**

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

Ημερομηνία έκδοσης .....

Προς: (Πλήρης επωνυμία Αναθέτουσας Αρχής/Αναθέτοντος Φορέα<sup>1</sup>)

.....  
(Διεύθυνση Αναθέτουσας Αρχής/Αναθέτοντος Φορέα)<sup>2</sup> .....

Εγγύηση μας υπ' αριθμ. .... ποσού ..... ευρώ<sup>3</sup>.

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.....<sup>4</sup>

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 ΑΤΤΙΚΟ ΜΕΤΡΟ Α.Ε..

<sup>1</sup> Όπως ορίζεται στα έγγραφα της σύμβασης.

<sup>2</sup> Όπως ορίζεται στα έγγραφα της σύμβασης.

<sup>3</sup> Ολογράφως και σε παρένθεση αριθμητικώς.

<sup>4</sup> Όπως υποσημείωση 3.





**“DESIGN, PROCUREMENT, INSTALLATION  
AND COMMISSIONING OF THE AUTOMATIC  
FARE COLLECTION SYSTEM FOR THE  
EXTENSION OF THESSALONIKI METRO TO  
KALAMARIA”**

RFP-456/24

A.Σ. 18512

**CONDITIONS OF CONTRACT**

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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 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)



**“DESIGN, PROCUREMENT, INSTALLATION  
AND COMMISSIONING OF THE AUTOMATIC  
FARE COLLECTION SYSTEM FOR THE  
EXTENSION OF THESSALONIKI METRO TO  
KALAMARIA”**

RFP-456/24

A.Σ. 18512

**CONDITIONS OF CONTRACT**

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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<sup>5</sup>)

.....

(Address of the Awarding Authority / Agency<sup>6</sup> )

.....

Our Guarantee no. .... against the amount of ..... euro<sup>7</sup>.

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 ..... euro<sup>8</sup>

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 ELLINIKO 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.

---

<sup>5</sup> As specified in the Contract documents

<sup>6</sup> As specified in the Contract documents

<sup>7</sup> The amount of the Letter of Guarantee is written in full and in numbers in brackets.

<sup>8</sup> See footnote 3



**“DESIGN, PROCUREMENT, INSTALLATION  
AND COMMISSIONING OF THE AUTOMATIC  
FARE COLLECTION SYSTEM FOR THE  
EXTENSION OF THESSALONIKI METRO TO  
KALAMARIA”**

**RFP-456/24**

**A.Σ. 18512**

**CONDITIONS OF CONTRACT**

---

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

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

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

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

(Authorized Signature)



**“DESIGN, PROCUREMENT, INSTALLATION  
AND COMMISSIONING OF THE AUTOMATIC  
FARE COLLECTION SYSTEM FOR THE  
EXTENSION OF THESSALONIKI METRO TO  
KALAMARIA”**

RFP-456/24

A.Σ. 18512

**CONDITIONS OF CONTRACT**

**APPENDIX (D)**

**TABLE D.1**

**Lump Sum Price (LSP) Financial Offer Breakdown Table, in line with paragraph 10.2.1 herein**

<b>Section</b>	<b>Group Description</b>	<b>% / Section</b>	<b>% / Overall Price</b>
<b>A<sub>1</sub></b>	<b>NOMARCHIA STATION</b>		
	Preparation – Approval of General Final Design	10.00%	
	Procurement, Installation of the Automatic Fare Collection System and Completion of SAT Tests	75.00%	
	Completion of the Required Integration Tests (SIT)	15.00%	
<b>A<sub>1</sub></b>	<b>Sub-total</b>	<b>100.00%</b>	<b>14.00%</b>
<b>A<sub>2</sub></b>	<b>KALAMARIA STATION</b>		
	Preparation – Approval of General Final Design	10.00%	
	Procurement, Installation of the Automatic Fare Collection System and Completion of SAT Tests	75.00%	
	Completion of the Required Integration Tests (SIT)	15.00%	
<b>A<sub>2</sub></b>	<b>Sub-total</b>	<b>100.00%</b>	<b>14.00%</b>
<b>A<sub>3</sub></b>	<b>ARETSOU STATION</b>		
	Preparation – Approval of General Final Design	10.00%	
	Procurement, Installation of the Automatic Fare Collection System and Completion of SAT Tests	75.00%	
	Completion of the Required Integration Tests (SIT)	15.00%	
<b>A<sub>3</sub></b>	<b>Sub-total</b>	<b>100.00%</b>	<b>14.00%</b>
<b>A<sub>4</sub></b>	<b>NEA KRINI STATION</b>		



**“DESIGN, PROCUREMENT, INSTALLATION  
AND COMMISSIONING OF THE AUTOMATIC  
FARE COLLECTION SYSTEM FOR THE  
EXTENSION OF THESSALONIKI METRO TO  
KALAMARIA”**

RFP-456/24

A.Σ. 18512

**CONDITIONS OF CONTRACT**

	Preparation – Approval of General Final Design	10.00%	
	Procurement, Installation of the Automatic Fare Collection System and Completion of SAT Tests	75.00%	
	Completion of the Required Integration Tests (SIT)	15.00%	
<b>A<sub>4</sub></b>	<b>Sub-total</b>	<b>100.00%</b>	<b>14.00%</b>
<b>A<sub>5</sub></b>	<b>MIKRA STATION</b>		
	Preparation – Approval of General Final Design	10.00%	
	Procurement, Installation of the Automatic Fare Collection System and Completion of SAT Tests	75.00%	
	Completion of the Required Integration Tests (SIT)	15.00%	
<b>A<sub>5</sub></b>	<b>Sub-total</b>	<b>100.00%</b>	<b>14.00%</b>
<b>A<sub>6</sub></b>	<b>WORKS IN THE OCC</b>		
	Preparation – Approval of General Final Design	11.76%	
	Completion of Fare Collection System and SAT tests in Pylea OCC .	88.24%	
<b>A<sub>6</sub></b>	<b>Sub-total</b>	<b>100.00%</b>	<b>21.25%</b>
<b>A<sub>7</sub></b>	<b>SYSTEMS INTEGRATION TESTS (SIT)</b>		
	Completion of the Required Integration Tests (SIT) of all Stations and the OCC. The interconnection with the Base Project and OASTH is included.	100.00%	
<b>A<sub>7</sub></b>	<b>Sub-total</b>	<b>100.00%</b>	<b>5.00%</b>
<b>A<sub>8</sub></b>	<b>SPARE PARTS</b>		
	Spare Parts	100.00%	
<b>A<sub>8</sub></b>	<b>Sub-total</b>	<b>100.00%</b>	<b>3.75%</b>
<b>ΣAi</b>	<b>Total</b>		<b>100.00%</b>



**“DESIGN, PROCUREMENT, INSTALLATION  
AND COMMISSIONING OF THE AUTOMATIC  
FARE COLLECTION SYSTEM FOR THE  
EXTENSION OF THESSALONIKI METRO TO  
KALAMARIA”**

**RFP-456/24**

**A.Σ. 18512**

**CONDITIONS OF CONTRACT**

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