

**TITLE OF THE TENDER: GEOLOGICAL AND GEOTECHNICAL
INVESTIGATIONS AND DESIGNS FOR
THESSALONIKI METRO EXTENSION
TO “MACEDONIA” AIRPORT”**

RFP-355/19 A.Σ. 82662

CONDITIONS OF CONTRACT



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ARTICLE 1 INTRODUCTION

This document entitled “Conditions of Contract” specifies the general framework and the special terms for the implementation of the Contractor’s contractual obligations. The special issues related to the awarding procedure are included in the document entitled “Invitation to Tender”, while the scope and technical characteristics of the contract are included in the documents entitled “Technical Data” and “Technical Specifications”.



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ARTICLE 2 EXECUTION OF THE CONTRACT

2.1 Execution of the Contract – Contractor’s Representatives

Following the occurrence of the legal effects of the Awarding Resolution, the selected Contractor will be invited, within a twenty (20)-calendar day deadline following the said invitation by AM, to sign the Contract, in accordance with article 6 of the Invitation.

The private agreement shall be signed –on the part of the Contractor- by the representative of the Bidder already authorized during the award stage (see Article 182 of Law 4412/2016), who shall also initial each sheet of the Contractual documents.

Moreover, upon execution of the Contract, the Contractor must also appoint a deputy representative bearing the same responsibilities. As regards the replacement of the aforementioned Contractor’s representatives, a relevant document issued by the Contractor is copied to AM, wherein attached is the relevant decision made by the Contractor’s statutory bodies or members, in case of Contracting Consortium or Joint Venture. The replacement of the Contractor’s representative is subject to the approval of the Managing Department. Any change of the representatives’ home address is similarly copied to AM. Notifications of contractual documents to the previous representative or to the previous address are considered valid if they are made prior to the notification of the subject changes.

The Contractor is obliged to provide his representative and his deputy representative with a Power of Attorney, based on which the subject persons are authorized to act by his order and must represent him in all contractually related issues, settle, on his behalf, any dispute that may result or is related to the Contract and participate, following an invitation from AM’s bodies, in meetings with Contract audit/monitoring institutions.

2.2 Execution of individual Contracts

The scope of works and the Time Schedules for the execution of individual works in the framework of this Agreement are not known in advance. They shall be determined by the Managing Department throughout the validity period of the framework-agreement and in accordance with its terms, while the Contractor shall be also called upon to sign each individual contract for the execution of the design scope set each time. At this phase, the number of the



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individual contracts is not known. However, the Contractor should take into account that AM – whenever it takes delivery of all data – may call him upon to sign only one individual contract, which will include the overall scope.

The scope of the individual contract as well as the fee that is set shall be transmitted to the Contractor, who shall be called upon to sign within 10 days the Contract for the execution of the scope of the individual contract. Should the deadline that has been set elapses idle, the guarantee for the good execution of the framework-agreement becomes payable and the Managing Department initiates the forfeiture related procedure.

2.3 Order of prevalence of the Contractual Documents

The contractual documents, based on which the works shall be executed, are those mentioned below. In case of inconsistencies among the terms included therein, the order of prevalence is set as follows:

1. The Agreement and the Agreements of the individual Contracts;
2. The Invitation to Tender and its Appendices, as well as the Clarifications Document that may be issued;
3. The Contractor's Financial Offer;
4. AM's Design Price List;
5. Conditions of Contract (CC);
6. The Technical Data document;
7. The Technical Specifications document;
8. The Pre-estimated Fee document.

2.4 Location of Works

The Contractor's location of works is his offices, his laboratories and the Project area.

The Contractor is obliged, on the basis of an advance notification given in due time by the competent bodies of ΑΤΤΙΚΟ ΜΕΤΡΟ S.A. (AM) (Administrative Authority, Managing Department and Supervisors) to attend meetings, provide written or verbal information or advice, participate in visits to the area where the works are planned to be constructed and generally provide any relative assistance deemed useful by AM.

5. Supervision of the Contract

AM shall determine the persons who shall supervise the execution of the works of the contract and shall notify the Contractor accordingly. The competence and responsibilities of the supervising persons are defined in Article 183 of Law 4412/16.



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ARTICLE 3 PERSONNEL OF THE CONTRACTOR

The Contractor is obliged to have sufficient and suitably qualified personnel for the execution of the works which have been assigned to him, and in accordance with the commitments he undertook with the submittal of his Offer. The experience and the general qualifications of this personnel are subject to the specific and/or tacit approval of AM. If not expressing its objections in writing, the MD is assumed to accept these persons.

The Contractor is obliged to use for the execution of the Contract the designers and the specialized personnel stated during the procedure of the Tender, in accordance with articles 20.2.1 and 20.2.2.a of the Invitation to Tender, and to immediately announce the departure of any member thereof. The MD will examine the reasons for departure and is able to approve their replacement with an equivalent employee who possesses minimum an equivalent experience. If the departure was instigated by the Contractor and it is not considered justified, it is punishable by forfeiture (Article 188, Para. 3 of Law 4412/16).

ARTICLE 4 FEE - WITHHOLDINGS

4.1 Value of the Contract

The estimated value of the Contract includes the foreseen pre-estimated fees of the individual contract(s) forming the entire Contract. The estimated value of the Contract includes fifteen per cent (15%) as contingencies, in accordance with the stipulations of paragraph 4, Article 186 of Law 4412/2016.

Upon signing the private agreement of the framework-contract, the total amount of the Contract is set as equal to the amount that results from the Pre-estimated Fee following the discount mentioned presented in the Contractor's document entitled "Financial Offer", while 15% of the contingencies is added therein. The total fee of the Contractor shall consist of the sum of the financial scope of all individual contracts to be concluded within the framework-contract.

4.2 Contractor's Fee

The design fee shall consist in the sum of the products of the prices per physical scope unit, as indicated in the Design's Price List, in the Pre-estimated Fee document, by the physical scope units that the Contractor shall be called upon to execute upon signing of the individual contracts, following the discount in the category mentioned in the Financial Offer document (VAT excluded).



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No revision of prices shall be foreseen for the Contractor’s fee.

4.3 Details of Contractor’s Fee

In order to receive his payment, the Contractor shall prepare and submit Payment Certificates to be drafted, reviewed and approved in accordance with paragraphs 4 - 9, article 187 of Law 4412/2016.

In order to receive his payment, the Contractor shall prepare and submit to the Managing Department Payment Certificates (PC) indicating distinct amounts of the fee for the sections of the Contract executed and measured by the Contractor, as approved by the Managing Department. Paragraphs 5 – 9 of article 187 Law 4412/2016 are applicable. The measured quantities of the investigation and supporting works shall be documented through the submission – at the same time with the measurement – of the geological design report for design category 20 and of the geotechnical evaluation factual report(s) for design category 21.

The approval of the measurement is completed within a two (2)-month deadline from its submittal and is also signed by the Supervisor. PCs make also a distinction for fees that relate to and are prepared cumulatively, i.e. they include the fee due in total until these PCs are drafted and submitted, deducting the amounts already paid. The subject PCs include amounts only for works foreseen by the Contract or by approved Comparative Tables.

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

- I. Invoice, in accordance with the provisions of the Law
- II. Tax Clearance Certificate
- III. Social Security Clearance Certificate concerning himself, in case of a physical entity, or the social security obligations towards those employed full-time (EFKA – Single Social Security Entity, etc.), in case of a legal entity. A Joint Venture or Consortium should provide evidence of social security contributions of all their members.
- IV. Duplicate proofs of payment set by the applicable provisions.

More specifically, the following expenses shall be borne by the Contractor:

- A retention of 0.07%, which is calculated on the basis of the value of each payment before contract taxes and withholdings, for the purpose of covering the operational needs of the Unified Independent Public Procurement Authority; this amount shall be borne by the Contractor (paragraph 7, article 375, Law 4412/16, as applicable each time). It is clarified that the subject



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retention is burdened with stamp duty equal to 3% and stamp duty in favor of OGA, calculated to 20% on the stamp duty.

- A retention of 0.06% calculated on the basis of the value of each payment before taxes and withholdings imposed on the initial value, as well as of each supplementary contract in favor of the Authority examining preliminary appeals. It is clarified that the subject retention is burdened with the 3% stamp duty, and stamp duty in favor of OGA, calculated based on 20% on the stamp duty.
- A retention of 0.02%, in favor of the Greek State, calculated on the basis of the value –VAT excluded- of the initial contract, as well as of each supplementary contract (paragraph 6, article 36, Law 4412/16). This amount is withheld from each payment by the Awarding Authority in the name of and on behalf of the Directorate General of Public Contracts and Procurements. The subject retention shall be charged with the equivalent stamp duty and the stamp duty in favor of OGA. The timing, method and procedure for withholding the aforesaid amounts of money, as well as every other necessary issue pertaining to the implementation of the aforesaid retention, depends on the issuance of the Joint Ministerial Decision of the Ministers of Economy, Development and Tourism and Finance stipulated in paragraph 6, article 36, Law 4412/16.
- Any other lawful retention in favor of third parties which results according to the Law.

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

It is clarified that:

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

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

The Contractor's contractual fee includes all expenses (such as traveling expenses, particular expenses and overhead etc.) and his business profit up to



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the completion and delivery of the contract, while no other reason pertaining to his fee's increase is acknowledged.

4.4 Amendments of the Contract

As regards amendments of the Contract during its execution, applicable are the stipulations of articles 186 and 337, Law 4412/16.

In particular, it is allowed to decrease by 10% the overall contractual fee (VAT and revision of prices excluded) following the preparation and approval of the Comparative Table, according to article 186, para. 3-9 of Law 4412/2016, or to increase / decrease the individual contractual fees from one category to the other up to a percentage of 20% for each category.

4.5 Currency of the Fee

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

4.6 Rights and Obligations upon expiry of the Contract

Upon expiry of the framework-agreement, based on the stipulations of this document, the Contract ceases to be in effect and does not entail any further impact/results, except for the rights that have been acquired or the obligations that have occurred until the expiry date of the Contract, which are still valid, are binding and produce legal effects.

ARTICLE 5 GUARANTEES

Good Performance Guarantee

In order to award the framework-agreement to the Contractor, upon signing of this agreement, the Contractor must deposit a Good Performance Letter of Guarantee (LoG) **equal to 0.5% of the Total Financial Offer of the Contractor, Contingencies included, VAT excluded**, based on the sample attached to the Invitation and the content of article 15 of the Invitation.

Apart from the Good Performance Guarantee of the framework-agreement, upon signing of each individual contract, the Contractor shall deposit an additional Good Performance LoG for the individual contract, **equal to 5% of the amount of the individual Contract, Contingencies included, VAT excluded**. If this LoG is not deposited, it is considered that the Contractor refused to conclude the individual contract, the Good Performance Guarantees deposited until that time become payable and the Managing Department initiates the termination procedure.



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The Good Performance LoG guarantees, in its entirety and indiscriminately, the complete, perfect and prompt implementation of the Contractual Scope by strictly adhering to the requirements, specifications, terms and pre-conditions of the Contract. The aforementioned Guarantee meets every requirement of AM before the Contractor, either regarding a violation of any term of the Contract, or for undue fulfilment of the subject Contract, or for any requirement of AM due to the imposition of penal clause to the detriment of the Contractor, or for the payment of compensation. However, this Guarantee does not exhaust the Contractor's liability to compensate AM in case it suffers damage higher to the Guarantee amount.

AM reserves the right to demand at any time, through a written statement to the Issuing Bank, the Overall or Partial Payment of the amount of the Good Performance LoG to meet its requirements before the Contractor, as these result from this Contract and are due to the non adherence of the Contractor's contractual obligations. The forfeiture of all the Guarantees does not waver the responsibility of the Contractor to compensate AM in the case the latter suffers damages greater than the amount of the Guarantees.

If the LoG is issued by a foreign Bank, then it can be drafted in one of the official languages of the European Union (EU), but it shall be necessarily accompanied by an official translation in Greek.

The release of the Good Performance LoGs is effected in accordance with article 15.2.4 of the Invitation.

In the event of contract amendment as per article 132, Law 4412/2016, leading to an increase of the contract value, prior to the amendment's signing, the Contractor shall submit a supplementary guarantee whose amount will rise to 5% of the increase, VAT excluded.

ARTICLE 6 DEADLINES – TIME SCHEDULE – PENAL CLAUSES

6.1. Deadlines

The contractual duration of the framework-agreement is defined to twenty four (24) months. The overall deadline commences the date that comes next the private agreement signing date. The Contractor shall be called upon to sign the individual contract(s) within the aforesaid deadline, in line with AM's scheduling. At this phase, the number of the individual contracts is not known. However, the Contractor should take into account that AM – whenever it takes delivery of all data – may call him upon to sign only one individual contract, which will include the overall scope.

The Time Schedule for the execution of the individual contract(s) shall be defined by ATTIKO METRO S.A. throughout the validity period of the



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framework-agreement and based on its terms. For every individual contract(s) of the framework-agreement, ATTIKO METRO S.A. shall set the contractual deadline(s) of the scope and shall be in effect on the day that follows the signature of the respective Agreement of each individual contract.

In any case, the Contractor - when preparing the Time Schedule of the individual contract(s) - should respond to AM's time requirements taking into account the preconditions of article 6.4 herein.

6.2 Extensions

The Contractor is obliged to execute the works and provide all deliverables described in the individual contract within the deadline that has been set and in accordance with the method set in the contract. An extension to the deadlines can be granted, following a Resolution issued by AM's Administrative Authority, if the delays in the execution of the Contract are not due to the Contractor's exclusive liability.

If the time of commencement of the design activities included in any individual contract is postponed at no Contractor's liability, the Contractor is entitled to an extension to the respective deadline.

The Contractor shall submit a request for extension 15 days prior to the expiry of the relevant affected deadline, at the latest. An extension can be also granted at the Managing Department's initiative.

As to the remaining issues, applicable shall be the provisions of Article 184 of Law 4412/16 "Deadlines – Time Schedules".

6.3 Penal Clauses

If the Contractor, on his liability, does not meet the contractual deadlines for the completion of works of each individual contract, penal clauses shall be imposed on him, as per article 185 of Law 4412/16, as follows:

For each day that the net time of the contract is exceeded and for a number of days equal to twenty percent (20%) thereof, a penal clause shall be imposed amounting to ten percent (10%) on the average daily value of the contract. For the following days and up to an additional ten percent (10%) of net time, the penal clause is set to twenty percent (20%) on the average daily value of the contract. The average daily value results from the division of the contractual fee to the number of days of the net time of each individual contract.

If the execution of the scope of the contract is delayed by more than thirty percent (30%) of the net time, then the forfeiture procedure is initiated.



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Penal clauses shall not exceed 2% of the amount of the Contract.

Penal clauses are imposed after a relevant decision has been issued by the Managing Department and are copied to the Contractor. They are collected through the Payment Certificate issued immediately after their imposition or, in case an Objection is filed, through the Payment Certificate issued immediately after the rejection of the Objection by the Administrative Authority.

As to the remaining items, applicable shall be the stipulations of Article 185 of Law 4412/16.

6.4 Time Schedule Specifications

Within a deadline of fifteen (15) days from the signing of the individual contract, if not otherwise specified therein, the Contractor is obligated to submit a Time Schedule, in line with the content of the contractual documents and AM requirements. The Time Schedule includes the net time for the execution of works, as well as the exact points of commencement of each activity, in order to meet the overall deadline.

In case the Contractor is required to sign an individual contract, the compilation of the Time Schedule of the subject individual contract should take into consideration the following, namely:

1. Use of five (5) drilling rigs as a minimum for simultaneous execution of boreholes
2. Utilization of one (1) laboratory as a minimum for the execution of laboratory tests, the soonest possible upon completion of each drilling.

The review of the Time Schedule by AM shall be carried out within 15 calendar days from the date of its acceptance. If, following AM's review, the need rises to re-submit the Time Schedule, the Contractor is obligated to re-submit it to AM within 10 calendar days, having incorporated AM's comments.

AM shall review, correct –if deemed necessary- and approve the Time Schedule within ten (10) calendar days from its re-submission.

This Time Schedule, as approved by AM, shall constitute the **Approved Time Schedule** of the individual contract, to which the Contractor must strictly adhere.

The Time Schedule shall be structured based on the Critical Path Method – CPM) by using the MS Project software. It shall be in accordance with and shall present the contractual deadlines, which shall be confirmed by the logic of the Time Schedule and the sequence of activities.



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The Contractor shall submit, along with three (3) printouts of the Time Schedules, one (1) CD where he shall have stored in electronic and editable format, the Time Schedule of the Contract.

In case extensions to the contractual deadlines are granted, the Contractor is obligated to submit to AM for review and approval the revised Time Schedule of the Contract, in accordance with the extensions that were granted.

ARTICLE 7: LIABILITY OF THE CONTRACTOR

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

The Contractor is liable for errors or omissions during the execution of the Contract. The claims of AM against the Contractor, due to defective fulfillment of his obligations during the execution of the Contract, are deleted after the lapse of **six years** (article 188, paragraph 1 of Law 4412/2016) from the acceptance of the scope or the termination in any way whatsoever of the Contract.

ARTICLE 8 GENERAL DUTIES, RESPONSIBILITIES, OBLIGATIONS OF THE CONTRACTOR

8.1 General obligations and responsibilities of the Contractor

The Contractor commits himself unconditionally & explicitly to fulfill his obligations, as they are specified in the “Technical Data” document which accompanies the Invitation to Tender, as well as the responsibilities emanating from the Contract with skill, diligence and professional judgment and assumes all responsibilities deriving from the Contract.

If the Contractor is called by AM to intervene in an issue between the latter (AM) and a third party, he is obliged to act in accordance with the Contract. If the Contract does not elucidate clearly how he should intervene, then he shall seek relative instructions from AM.

Following the due notification of AM’s bodies, the Contractor is obliged to participate in meetings, provide written or verbal information or consultation to these Services and their Bodies, participate in visits in the area where it is foreseen to construct the projects and, in general, to provide any related support deemed useful by AM.



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

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

8.2 Undertaking of responsibilities by the Contractor

The Contractor is obliged to undertake his lawful responsibilities, relieving AM and its personnel respectively and protecting AM against all types of claims or responsibilities that may arise on account of accidents or death which may occur to the Contractor's personnel and to third parties during the execution of the works of this Contract.

8.3 Concession of Rights or Obligations

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

8.4 Confidentiality

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

8.5 Ownership of Drawings and Documents

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

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



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8.6 Documentation of data in electronic form

Each and every type of calculation or any data which shall result from computer processing, by the Contractor (or his employees), or from the services of AM with assistance / guidance from the Contractor, shall be necessarily accompanied by a detailed Memorandum which shall include:

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

8.7 Ownership and Use of the Contractor’s Software

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

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

8.8 Tax Obligations of the Contractor

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

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

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



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

8.9 Contractor’s Insurance Obligations

8.9.1 Without any limitation to his obligations and responsibilities deriving from the Contract the Legislation in force, the Contractor shall insure the personnel, machinery, worksite installations and third parties at his own care and expense, based on the Greek legislation in force and the provisions of this article. The insurance company to be selected by the Contractor must be able to provide insurance to a similar scope, in line with the relevant provisions and be seated in Greece or in another member-state of the European Union. In the second case. 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.

8.9.2 Personnel Insurance

The Contractor (and in the case of a Joint Venture all its members) is obliged to fulfill his obligations stemming from the applicable social security legislation of EFKA - Single Social Security Entity as regards his personnel to be employed in the execution of the Contract, both himself and his Sub-Contractors, 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 has to insure in insurance companies his labor and remaining personnel not falling under the provisions of EFKA, in line with the stipulations of article 8.9.1 herein. This provision is in force for both the local and the foreign staff. The subject insurance policy shall be submitted to AM, in line with article 8.9.3.

8.9.3 Machinery – vehicles insurance

The Contractor has to insure in an insurance company the cars and the transportation modes and vehicles, in general, that are to be used for the subject scope of works according to the relevant provisions. The Contractor has to insure all machinery to be utilized in the execution of the Contract. It is clarified that in no case – not even in cases of *force majeure* or accident - is the Contractor entitled to claim any compensation from AM for any damage, failure or entire/partial loss of vehicle.

The machinery – vehicles to be utilized in the Contract shall be insured (against all risks and civil liability) against an amount to cover in full its replacement cost not only for the time period when this machinery is going to be into the worksite areas but also during their transportation/travel therein.



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The aforesaid original insurance policies shall be submitted by the Contractor within a 20-calendar 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 responsibility of the insurance company commences upon signing of the contract, while it expires upon completion of the filed works.

8.9.4 Insurance of the worksites against all risks

The Contractor has to insure in an insurance company his permanent and/or temporary worksite installations, as well as the machinery and his mechanical equipment in general to be utilized for the completion of the Contract Scope against an amount covering in full their replacement in the worksite area. This insurance coverage shall be provided against any loss or damage due to or caused by *Force majeure* and/or accidental incidents, including any harmful actions by third parties.

The insurances referred to in the aforesaid paragraphs 8.9.3 and 8.9.4 should be in the name of both AM and the Contractor.

Insurance duration: The liability of the insurance company commences upon the Contract signing, while it expires upon completion of the filed works. The subject insurance policy of the worksites against all risks shall be submitted by the Contractor to AM, in line with article 8.9.3.

8.9.5 Third Party Civil Liability Insurance

The **scope** of this insurance shall cover the Contractor's Third Party Civil Liability, so that the insurance company shall have to pay compensation sums to third parties for bodily injuries, sorrowful or moral injury and injury and material damage to movable or fixed property (including floating means) and/or animals, caused during and on account of the works related to the execution of boreholes and tests, maintenance, repair, reinstatement of damage and various other arrangements, whenever these take place and provided they are carried out within the framework of the contractual obligations of the Contractor.

Insurance duration: The liability of the insurance company commences upon the Contractor's installation in the surveys' area, while it expires upon submission of the last geotechnical evaluation factual report.

The **compensation limits** of the third party civil liability insurance policy are defined as follows on a per case basis:

- a) For **material damage**, direct to third party property and indirect, per accident, irrespective of the number of injured third parties 300,000.00 EURO



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- b) For **bodily injury** or death of third parties **per person and accident** 300,000.00 EURO
- c) For **bodily injury** or death of third parties after a **group accident**, irrespective of the number of the injured parties 900,000.00 EURO
- d) **Highest** liability limit of insurers throughout the duration of the insurance policy 1,400,000.00 EURO

It is mutually agreed that the insurance company shall be exempted the amount of 10,000.00 EURO. In any case, the aforementioned expenses related to these exemption limits shall be borne by the Contractor.

This insurance policy shall include the following **special terms**:

- a) AM, its overall personnel, any of its consultants and their personnel, are regarded to be third parties, according to the terms and the exceptions of Cross Liability.
- b) The insurance company is obliged to refute any case raised against the Contractor or AM and their personnel if the injury or damage involved is due to an act or omission of the above people, which is covered by the third party civil liability insurance policy, while it will pay any warranty amount for the abrogation of any seizure etc. related to the civil liability within the limits of the amounts referred to in each case as the highest liability limits of the insurers.
- c) The insurance policy also covers AM's liability resulting from article 9.22 of the Civil Code (employer's liability).

The insurance policy of third party civil liability shall be submitted to AM by the Contractor, in line with article 8.9.3. The insurance policy of third party civil liability that may be required for covering the Contractor against third party liability, due to the execution of maintenance, repair and other relevant arrangements by the Contractor and within the framework of his other contractual obligations, shall be submitted to AM by the Contractor five (5) working days prior to the commencement of the respective works

8.9.6 **Mandatory terms**

All insurance policies shall necessarily include the following terms:

- a) AM shall be co-insured.

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- b) The insurance policies in question cannot be cancelled, amended or terminated without written notice, sent by registered mail by the insurance company to the Contractor as well as to AM sixty (60) days beforehand.
- c) The insurance company waives any of its cross action rights against AM, its employees, consultants and associates and their employees, in case the injury or damage is due to an act or omission, non intentional, on the part of those people.
- d) In case of entire and partial interruption of works, due to Contractor's liability, the Contract Scope, at any phase whatsoever, can be insured by AM against all potential risks, while the relevant insurance coverage expenses shall be borne by the Contractor.

8.9.7 General Terms concerning the Insurance

- a) All insurance policies referred to in this article shall be submitted to AM for approval.
- b) In entering into all the above insurance policies, the Contractor must be conforming and must be taking into account the provisions of the Laws, Decrees, Regulations etc. in force at each time and effective in Greece.
- c) The Contractor must be adhering to the terms etc. stipulated in the insurance policies and compensate AM against all losses and requirements that may derive due to the Contractor's omission to comply with or adhere to the terms of the insurance policies. The insurance coverage, financial and insurance terms, exceptions, exemptions etc. provided for, are subject, in any case, to AM's final approval.
- d) The aforementioned insurance policies do not remove or limit in any way the obligations and liabilities of the Contractor's arising from the insurance policies, i.e. exceptions, rebates, privileges, restrictions etc., and the Contractor remains exclusively responsible for the repair of damage caused to people and/or property even beyond the amounts covered by the above policies.
- e) In case the insurance company with which the Contractor concluded the above insurance policies omits or refuses to pay off (totally or partially) any damage etc. for any reason or cause whatsoever, the Contractor is exclusively responsible for the payment of the not paid damage or injury etc. according to the terms of this contract and AM is entitled to deducting, from any of the Contractor's accounts, or from any of his guarantees, whatever its nature may be, the amounts that, in its judgment, are required for the repair of the injury or damage in question.



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- f) AM reserves its right to deduct from amounts payable to the Contractor or by rendering payable the equivalent amount out of the total amount of the Good Performance Letter of Guarantee any amount that cannot be received from the insurance company due to exceptions, exemptions etc. according to the terms of the relevant insurance policies.
- g) In case the Contractor omits or neglects to submit for approval the insurance policies or to adhere to the above insurance obligations, in general, or the insurance policies he concluded are judged by AM to be unsatisfactory, the latter is entitled to concluding, in the name and at the cost of the Contractor, the insurance policies in question and deduct (with interest according to the interest rates applied to money due) the amount of the premiums, either from the amounts payable to the Contractor or by rendering payable the equivalent amount out of the total amount of the Good Performance Letter of Guarantee. In this case, AM shall act through an irrevocable order and on behalf of the Contractor, on condition that this case relates to AM's benefit. Additionally, in case the Contractor neglects or deliberately fails to pay to the insurance company the premiums due, AM to avoid possible cancellation of the insurance policy, is entitled to pay the premiums on behalf of the Contractor and deduct the amount from the amount payable to the Contractor in accordance with what has been described above.

8.10 Publications – Announcements in the Press

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

8.11 Correspondence with AM

The documents which shall be exchanged between the Contractor and AM should first be sent by ax, and the originals shall then be sent by registered post or by courier and be composed in the Greek language.

8.12 Preparation of the Design Quality Plan (DQP)

The Contractor is obligated to submit the Design Quality Plan (DQP) in accordance with paragraph 4, article 188 of Law 4412/2016, irrespective of whether this Plan has been certified by one of the internationally accepted Quality Standards or not. The DQP incorporates and codifies all requirements of the contractual documents, describes the design execution method, includes the Time Schedule of the contract, the team members that will execute it, describes the document management method and includes any other information ensuring the execution of the contract, in accordance with the rules of good workmanship and science. The DQP is submitted within the first month



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from the execution of the Contract and is revised at every amendment of the terms of the Contract and of the information initially included therein.

8.13 Health and Safety

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

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

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

AM shall not be held responsible in case of labor accident to the Contractor's employees. The Contractor is exclusively responsible in case of labor accidents or damage to third party properties, which are due to his own activities or omissions.

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

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

ARTICLE 9 OBLIGATIONS OF ΑΤΤΙΚΟ ΜΕΤΡΟ S.A.

9.1 Provision of existing data

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



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9.2 Due Payment of the Contractor

AM is obligated to pay in due time the contractual price to the Contractor, based on the provisions of the Law and these CC, as specified in particular in paragraph 4.3 of this Conditions of Contract.

9.3 Contract Administration

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

ARTICLE 10 DIFFERENCES – DISPUTES – FORCE MAJEURE

10.1 Bona Fide Implementation of the Contract

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

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

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

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

10.3 Force Majeure

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



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

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

10.4 Execution of the Contract despite the existence of a dispute

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

Article 11 FORFEITURE OF CONTRACTOR

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

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

Following the finalization of the forfeiture, the Contract is settled and the Good Performance Letter of Guarantee becomes payable in favor of AM as special penal clause. Penal clauses that might have been imposed for exceeding partial deadlines until finalization of the forfeiture are cumulatively due by the Contractor, if any, while a penal clause is additionally imposed for overrun of the overall deadline, provided that a similar case exists (article 191, paragraph 9 of Law 4412/2016).

ARTICLE 12 TERMINATION OF THE CONTRACT

The cases leading to the termination of the Contract, the legal effects of this termination, as well as all related details, are described in article 192 of Law 4412/16.

In case the termination of the Contract is cancelled, applicable shall be the stipulations of article 193 of Law 4412/2016.



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ARTICLE 13: DISSOLUTION OF THE CONTRACT FOR FINANCIAL PURPOSES

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

ARTICLE 14: EXPIRY OF THE CONTRACT – ACCEPTANCE OF SCOPE

The expiry of the Contract, provided that there is no reason for early dissolution (Contractor's forfeiture or termination of the Contract), is certified by the acceptance of the Contractor's works and the issuance of a relevant resolution by the Administrative Authority. The subject acceptance is effected within three (3) months from the approval of the completed designs foreseen by the Contract and the issuance of a work completion certificate, whereby it is certified in writing by AM that all deliverables have been submitted by the Contractor, and on condition that the Contractor has fulfilled all his contractual obligations within the validity period of the Contract. As far as the approval of the design and the acceptance of the Contract are concerned, all stipulations of article 189 of the Law shall be in effect.

ARTICLE 15 ADMINISTRATIVE AND JUDICIAL SETTLEMENT OF DISPUTES – APPLICABLE LEGISLATION

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

The Contract is exclusively governed by the provisions of the contractual documents, of Law 4412/16 and of the Greek Law.

ARTICLE 16 LANGUAGE OF COMMUNICATION

The Contract shall be drawn up in the Greek language.

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



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

ARTICLE 17 PERSONAL DATA

AM acts as the entity in charge for processing the personal data of natural entities, which shall be collected in the framework of the Tender, while processing of the subject data shall be effected in accordance with the Legislation about the protection of personal data, as applicable each time. The purpose of the aforesaid processing is to evaluate the Offers' Folders, fulfillment of AM's obligations ensuing from the Law, the provision of information to the Bidders regarding the evaluation of their Offers' Folders, as well as the security and protection of transactions in general.

The natural entities who submit an Offer Envelope, as representatives of a Bidding Association, shall give their consent about their personal data processing for the purposes set and shall reserve all their rights ensuing from the Law about accessing, correcting and opposing to the processing procedure and revoking of this consent, in line with Sample **C1** “GDPR STATEMENT OF CONSENT” of the Appendix to the Invitation.

The aforesaid consent applies both in the framework of the Tender and during the execution of the Contract, to be concluded with the Contractor to be appointed.