



**ATTIKO METPO A.E.**

**TITLE OF THE TENDER: “PROCUREMENT AND INSTALLATION OF THE BUILDING AUTOMATION AND CONTROL SYSTEM (BACS) OF PHASE A’ IN THE EXTENSION TO PIRAEUS”**

**RFP-370/19, A.Σ. 75588**

**CONDITIONS OF CONTRACT**

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**ARTICLE 1 SCOPE**

**1.1** The scope of the Project includes the supply, design, installation and commissioning of the Building Automation and Control System (BACS) of Phase A' of the Athens Metro Extension to Piraeus, which includes the 3 first Stations, i.e. AGHIA VARVARA, KORYDALLOS and NIKEA. The BACS system shall monitor and control the ventilation system of the tunnels, the HVAC system and the building electromechanical systems in Stations, ventilation shafts and tunnels of the Extension A' to Piraeus, both locally from the workstation in the Station Master Room (SMR), in each Station and centrally from the existing functional workstations in the Operation Control Center (OCC) at SYNTAGMA, as well as from the maintenance workstation located in Sepolia area.

**1.2** The Contractor's scope of work for the implementation of this Contract shall include the following works:

- Preparation of the Detailed Final Design for the necessary works to be performed per installation and commissioning of the new BACS system, so as to ensure that no disturbance is caused to the Metro revenue service; the aforesaid DFD shall comply with the time schedule.
- In particular, part of the Detailed Final Design is a design for the interface of the BACS system to be installed with the already installed equipment in local and central level, as required.
- Provision of all data and information required for both the communication protocols and parameters of the entire software for the interconnection of the Contractor's systems and equipment with the other Contractors' systems and equipment, as required for the execution of the Project.
- Coordination, as regards all works, including the interfaces, as well as timely provision of information for any relevant clarifications to AM and the said Contractors, if requested.
- Supply, installation, testing and commissioning of whole BACS equipment.
- Supply, installation, testing and commissioning of all the necessary equipment for the interface of the BACS system with the currently functioning central servers of the EBI system, as it is mentioned in the Technical Specifications.
- The precise determination of the energy consumption requirements of the entire BACS equipment for the supply of the System from the Station's UPS shall be required as part of the Detailed Final Design (DFD).
- Design, construction, supply, installation and commissioning of the Fireman Boxes.
- Design, construction, supply, internal wiring and commissioning of the PLCs to control the operation of the foreseen E/M systems in the stations and shafts of Phase A' of the extension to Piraeus.



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- Supply and installation of fiber optics of the local LAN network in a ring-form in the Station, Shafts and Tunnel.
- Site Acceptance Tests and commissioning of the BACS systems.
- Participation in the Tests and the Commissioning of E/M systems belonging to other Contractors, as required.
- Participation and Support of the Trial Run.
- Maintenance related activities for the entire Warranty Period.
- Provision of the necessary spare parts, tools and equipment related to the performance of tests.
- Training of the maintenance and operation personnel, including the provision of a certification that the said personnel can operate, maintain the system and intervene in its software, on an as required basis.
- Provision of the necessary documentation with the appropriate structure, including the operation and maintenance manuals, as well as the "as built" documentation.

Additionally, the Contractor:

- During the preparation of the Detailed Final Design (DFD) and construction, testing, installation and commissioning of the equipment, he shall participate in all meetings with AM, as required.
- Shall proceed to risk assessment and safety assessment processes, as well as the verification of the safety of the BACS system to be provided by him, including all related interfaces; he shall provide evidence that the system is in compliance with the safety integrity level (SIL), as required for the purposes of the system under any potential operation conditions. He shall provide both general and special safety analyses for any application regarding the systems to be provided by him.
- Shall certify the RAMS performance, in accordance with the European Standard EN50126.
- Shall compose and follow a Health and Safety Plan.

**1.3** The scope and the technical requirements are included in more details in the documents entitled "Technical Description" and "Design, Performance, Materials & Workmanship Specification".

## **ARTICLE 2 APPLICABLE LEGISLATION**

This Contract to be signed and any claims arising thereof on the occasion of this Contract by either contracting party upon appointment of the Contractor, shall be governed by the conditions of its documents and the provisions of the Greek legislation, Law 4412/16 (Volume II, Articles 222-338), as it is in effect and the Greek Civil Code. The Courts of Athens are the only competent bodies.

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### ARTICLE 3 DEFINITIONS

- 3.1 Supply or Contractual Scope** means the design, the procurement, installation and commissioning of a Building Automation and Control System (BACS) on the extension to Piraeus (Phase A'), as mentioned in article 1 of these CC and in more detail, in the Contract documents entitled "Technical Description" and "Design, Performance, Materials & Workmanship Specification".
- 3.2 Agency – Owner of the Supply** is "ATTIKO METRO A.E.", which at the present Contract for brevity reasons can be referenced abbreviated as **AM**.
- 3.3 Operation Agency of the Metro** is the Company Urban Railway Transport S.A., herein stated as **STA.SY. S.A.** or, in brief, as **STASY**.
- 3.4 Contractor** means the economic operator(s) with whom AM shall sign a Contract for the execution of the present Supply.
- 3.5 Contract** is the written agreement between AM and the Contractor, for the implementation of the Contractual Scope, includes the Supply Agreement, as well as all documents and data mentioned in article 4 of the present C.C.
- 3.6 Contractual Delivery Period** is the deadline within which the Contractor must complete the design, procurement, installation and commissioning of the BACS system in accordance with the requirements of the relevant documents.
- 3.7 Time Schedule** is the Time Schedule for the execution of the Supply, which will be prepared by the Contractor and Approved by AM.
- 3.8 Contract Price or Contract Value** is the Overall Lump Sum Price (LSP) of the Contractor's Financial Offer for the overall Contract Scope and is included in the Supply Agreement.
- 3.9 AM Design** is the design that ATTIKO METRO has prepared and is made up by the "Technical Description", "Design, Performance, Materials & Workmanship Specification", and the drawings of the Procurement.
- 3.10 Detailed Final Design (DFD)** means all Designs to be prepared by the Contractor and approved by AM in the framework of the construction, installation, testing & commissioning of the BACS system for Phase A' of the extension to Piraeus (), including the detailed drawings, documents, calculations and other data required for the implementation of the contract according to the relevant specifications.
- 3.11 Board of Directors (BoD) of AM** means the body that administers and represents the Company on the basis of articles 6 and 10 of the

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Statutes; in particular, it makes resolutions about any change in the Contract terms or other conditions thereof.

- 3.12** 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**" it means that the relevant expenses have been included in a converted form and that the Contractor is not entitled to any additional compensation.

### ARTICLE 4 CONTRACT DOCUMENTS ORDER OF PRECEDENCE

The following contractual documents 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
- c. Documents entitled "Invitation to Tender" and "Clarifications Document", that may be issued
- d. Document entitled "Conditions of Contract"
- e. Document entitled "Technical Description"
- f. Design, Performance, Materials and Workmanship Specification
- g. Drawings of AM's Design
- h. The "Information Data – Technical Description of the Building Automation and Control System (BACS) installed in the stations of the extensions"
- i. The Time Schedule approved by AM, which shall be submitted by the Contractor upon signing the relevant Contract.
- j. Technical Offer of the Contractor.

### ARTICLE 5 LANGUAGE OF THE CONTRACT

- 5.1** The official language of the present Contract is Greek. All documents, correspondence etc. to be exchanged between the contracting parties, i.e. between AM and the Contractor, must be compiled in Greek.

- 5.2** Design data of any kind and data pertaining to drawings, etc. as well as the correspondence shall be submitted to AM in Greek. The documents, which have not been compiled in Greek shall be submitted along with their translation into the Greek language. In any case, Greek shall be the binding language. Exceptionally, any information technical leaflets for materials or equipment can be submitted in English and shall be translated by the Contractor in Greek, if so requested by AM.

### ARTICLE 6 CONDITIONS FOR THE EXECUTION OF THE SUPPLY

- 6.1** By signing the Contract, the Contractor accepts fully and unconditionally the information contained in the contractual documents

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and undertakes the obligation to adhere to all his responsibilities ensuing from 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 supply of vehicles, he shall not be released from his responsibility for the successful completion of the Supply within the framework of the offered Amount and the contractual time period for the completion of the Supply.
- 6.3** Further to his visit – at his own responsibility - to the Control Centre and in general to the Athens Metro systems, the Contractor has taken into consideration the operation conditions, in order to successfully implement the scope of the supply and to conduct safely and successfully the tests and the commissioning of the BACS system on the extension to Piraeus without interrupting the metro operation.
- 6.4** In order to execute the works pertaining to the testing and commissioning of the BACS system, the Contractor has taken into consideration the operating and engineering hours of the ATHENS METRO.

## ARTICLE 7 SPECIFICATION – CODES - STANDARDS

The Standards and Codes stipulated in the Document entitled "Design, Performance, Materials and Workmanship Specifications" shall be applicable for the execution of the Supply.

Wherever in the above Document there is no reference to any Standards, then the Standards and Codes of the following Organizations shall be applicable:

- European Standards Harmonized with Greek Legislation
- Standards of the European Committee for Electrotechnical Standardization (CENELEC) and Standardization (CEN/EN)
- International Electrotechnical Commission (IEC) Standards and only in case of lack of the above.
- Recognized National Standards (e.g. VDE, etc.)

The standards of the aforementioned organizations cover the minimum requirements that must be met. The Contractor can adopt equivalent or superior standards to those mentioned in the Document entitled "Design, Performance, Materials and Workmanship Specifications" or the aforementioned organizations and in such a case, the Contractor shall prove that these Standards are equivalent and submit three (3) copies of these standards, clarifying the differences for AM to check them.

If the standards proposed are not approved by AM, then the Contractor shall have the obligation to adopt the standards specified in





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the "Design, Performance, Materials and Workmanship Specifications".

Wherever in the Document entitled "Design, Performance, Materials and Workmanship Specifications" reference is made to standards, codes, regulations, etc., their last release upon the date of the Offer's submission shall be in force.

### ARTICLE 8 DEADLINES – TIME SCHEDULE

#### 8.1 Contractual Delivery Time

The Contractor is obliged to respect the contractual delivery time, which concerns the first section of the Extension to Piraeus (Phase A'). The contractual time period foreseen for the delivery of the Supply is calculated in calendar days after the Contract signing and is determined in the following table.

Scope	Contractual Delivery Time Period (in calendar days)
<b>Phase A' – Section A: Beginning of the Project (KP 1+418) – up to and including Nikea Station (Ag. Varvara, Korydallos &amp; Nikea Stations)</b>	
Completion of the design, procurement, installation, testing and commissioning of the buildings automation and control system (BACS) for Phase A' of Line 3 Metro extension to Piraeus, and specifically for: Aghia Varvara, Korydallos and Nikea Stations, in the tunnel section extending from the Beginning of the Extension (KP 1+418) up to and including Nikea Station, at Taxiarchon shaft as well as in the remaining shafts belonging to this section.	<b>150</b>

The contractual time incorporates all activities of the Contractor related to the design, procurement, installation, testing and commissioning of the **buildings automation and control system (BACS)**, to training and in general related to the implementation of this procurement, as it is described in article 1.1 of the CC and in accordance with the Contractual Documents.

It is moreover clarified that the removal of the Contractor's worksite equipment is included in the contractual time.

#### 8.2 Extensions

The Contractor is obliged to deliver the BACS system within the foreseen deadline and as defined in the contract, in line with the Table shown in article 8.1 herein. In case the execution of the works



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foreseen by the supply contract is delayed for reasons for which the Contractor cannot be held liable (force majeure or other significant reasons rendering on-time delivery of the system practically impossible), then, in this case, the contractual delivery time of the BACS system that is affected can be extended.

The Contractor shall **necessarily** submit a written request prior to the expiry of the contractual delivery time.

Within a reasonable time period, AM shall specify the impact on the Time Schedule from the Contractor's Works and shall grant an equivalent extension to the affected contractual time, by issuing a documented Resolution of its BoD.

**If the contractual delivery date, as defined in article 8.1, expires without prompt submittal of a request for extension or if the deadline extended as per the above expires without delivery of the required BACS system (without any prior new request on the part of the Contractor for extension), the Contractor shall be declared forfeited.**

If the Contractual Time for the Delivery of the Supply is extended:

- A. for reasons of force majeure or other significant reasons rendering on-time delivery of the BACS system practically impossible, no penalties shall be imposed.
- B. in any other case where an extension to the contractual delivery time has been granted, the penalties foreseen in para. 8.3 below shall apply.

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 item b above, are described below:

If the BACS system is completed by the Contractor 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 per station.

As concerns the calculation of the penalties, the contractual value of the system, for each station, which is delivered with a delay, shall derive from the corresponding percentage of each station (including its associated shafts) on the overall offered amount, as stated in the attached Table A, by increasing the percentage of each station by the special percentage corresponding to the systems integration tests (SIT) and commissioning listed in Table A.



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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 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.

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 SUPPLY TIME SCHEDULE**

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

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 AM within a deadline of fifteen (15) calendar days.

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

AM shall review, correct – if it deems it necessary - and approve the time schedule within a period of ten (10) 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 AM's comments, then AM shall be entitled to correct and/or re-adjust the time schedule on behalf of the Contractor.

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This Time Schedule, as approved by AM, shall constitute the **Approved Time Schedule** of the Supply and the Contractor shall be obliged to implement it in an undeviating manner.

**9.2** When compiling his time schedule, the Contractor shall take into account that access to the project sites shall be provided.

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

The time schedule shall indicate activities' duration, interfaces, commencement and completion dates, total float, and the progress rates for various works. It shall also include activities, related to the preparation, submission and review by AM of all designs, supply and delivery of materials and equipment, as well as any type of tests.

Apart from the supply 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 activities shall constitute distinct parts of works, which, upon 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 not be utilised in the time schedule development and adherence thereto. The time schedule shall be in accordance with and shall depict the critical deadlines, the completion deadlines and the contractual delivery times, which shall be confirmed by the time schedule's logic and the activities' sequence.

In addition, the earlier commencement and expiry dates, the later commencement and expiry dates and the overall and free float times shall be also presented in the time schedule per activity.

The Time schedule shall take into account as a minimum one cycle of re-submissions for each design, namely: submission – review – re-submission – approval.

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

- At specific time periods and in specific areas, works may be executed in parallel with other Contractors. The Contractor shall coordinate with the other Contractors and schedule his activities in such a way so as not to obstruct the works executed by them;
- The coordination of designs, activities and tests with any other Contractors;



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- The fact that dates or duration of activities have been omitted from the Time Schedule shall not deprive AM 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 progress smoothly.

In addition, the Contractor shall submit a report containing a description of its plan for performing the works. The description shall make reference to the number of crews and work fronts, working days and hours for several activities.

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.

Within the first five (5) days of each month, along with the monthly Progress Report, the Contractor shall submit in electronic format too a copy of the updated current time schedule, highlighting the actual progress as compared to the approved time schedule.

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

In case of extensions to contractual Delivery times, the Contractor shall submit to AM for review and approval the revised Time Schedule of the Contract, as per the extensions granted.

- 9.4** If during the execution of the Supply, 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 AM's suggestions. The acceleration measures foreseen in this paragraph shall be applied at the Contractor's care and expenses.

## ARTICLE 10 FINANCIAL TERMS

### 10.1 Advance Payment

An interest-bearing advance payment equal to twenty percent (**20%**) **on the contract value, VAT excluded**. The subject advance payment shall be paid upon submission of a letter of guarantee, as mentioned



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below. The advance payment is optional and shall be granted upon the Contractor's pertinent request.

It is stressed that the good performance guarantee covers the provision to the Contractor of an Advance Payment of an equal amount without the requirement for the submission of an advance payment guarantee. Therefore, the Contractor shall submit an advance payment guarantee for the balance between the amount of the good performance and the amount of the advance payment guarantee. The advance payment guarantee shall be compiled in line with Sample B1 or B2 attached hereto in the Greek or the English language respectively.

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

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

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

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

where,

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

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

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

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

**$\rho$ :** 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:

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



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where,

- Y:** The non-amortized part of the advance payment
- H:** The time period needed for calculating the accrued interest rates measured in days until the date the relevant account is submitted.

It is hereby clarified that the time period needed for calculating the accrued interest rates is defined as the period extending from the date when the advance payment was collected until the submission of the 1<sup>st</sup> Payment Certificate. As far as the subsequent Payment Certificates are concerned, this time period is calculated as the period extending from the date when the previous payment certificate was submitted until the date when the current certificate is submitted.

**ε(%):** interest rate that equals to the applicable interest rate of the 6-month Interest-Bearing Bonds (Greek Treasury Bills), increased by 0.25%.

### 10.2 Payments – Accounts – Payment Certificates

10.2.1 Payments to the Contractor shall be made in line with the Percentage Allocation contained in Table A (attachment #7 of this Document).

According to Table A, the Contractor shall be compensated for each Station/Shaft against the respective percentage on the offered amount, upon completion of the design, execution of the required works, supplies, installations and SAT tests. It is stressed that the scope of the Stations also incorporates their corresponding shafts, as shown in Table A.

The value of the System Integration Tests (SIT), the commissioning shall be compensated separately upon their successful completion, in line with the respective percentage presented in Table A. In case of partial delivery per station-(s), the SIT test percentage shall be allocated to the respective value of each station.

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

- Accounts / Payment Certificates compiled by the Contractor and submitted to AM for review, accompanied by the approved final acceptance protocols
- Invoice of the Contractor bearing the indication "PAID IN FULL" or a payment receipt, if the invoice does not bear the above indication
- Tax and social security contributions clearance certificates.



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It is stressed that the Contractor shall be charged with:

- A deduction of 0.07% that will be calculated on the value of each payment pro taxes and retention of the contract, in view of covering the operational needs of the Uniform Independent Public Contracts' Authority that shall be borne by the subject Contractor (paragraph 7, article 375, Law 4412/16, as in effect each time). It is clarified that the amount withheld shall be charged with a 3% duty stamp and with a 20% duty stamp in favour of OGA (Agricultural Insurance Organization);
- the deduction of 0.02% in favour of the Public Sector, 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 the awarding authority in the name and on behalf of the General Department of Public Contracts and Procurements. The aforesaid amount (deduction) shall be charged with the respective duty stamp and with the duty stamp in favour of OGA. The time, method and procedure for the deduction of all aforesaid amounts of money, as well as every other necessary item for implementing the subject retention depends on the joint decision to be made by the Minister of Economy, Development and Tourism and the Minister of Finance, as stipulated in paragraph 6, article 36 of Law 4412/16;
- the deduction of 0.06% which shall be calculated on the value of each payment before taxes and retention of the initial one and of each supplementary contract in favour of the Authority responsible for the examination of preliminary appeals. This deduction shall be charged with the respective duty stamp and with a the duty stamp in favour of OGA;
- any other lawful retention in favour of third parties that may arise, on the basis of the legislation.

### 10.2.3

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

All AM's requirements, such as penal clauses or price reductions for defects and omissions, advance payments (interest-bearing) amortizations, any lawful retention and, in general, AM'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 on a recapitulative basis and for them to be paid, they shall always be accompanied by a summary table containing the data transmission systems per station that have been completed, as of the beginning of the Contract. The amounts paid through the preceding accounts shall be deducted from the new account and the new payable amount shall derive thereof. The





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Contractor shall not be entitled for submitting a new account unless AM has certified the previous one.

AM shall review the account within fifteen (15) working days as of the date of its receipt and, having verified the works for which the Contractor requests payment coincide with those of the final acceptance protocol, it shall then certify them.

If the required certificates / back up documents of the account contain ambiguities, inaccuracies or omissions, then AM shall point them out to the Contractor and instructs the re-compilation and re-submittal the Account. In this case, the prescribed 15-working day deadline commences on the date when the Contractor resubmits the Account. After review, the account is approved by AM and becomes the payment certificate for the Contractor's payment.

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

The payments shall be effected via a remittance, as regards imports in the name of AM 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.

AM 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.

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The currency to be used for the Contractor's payment shall be EURO.

### 10.3 Good Performance Guarantee

10.3.1 Upon signing the Contract, the Contractor deposits a Good Performance Guarantee **equal to 5% on the overall contractual amount, VAT excluded**. 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. In case of a Consortium, the Letter of Guarantee must be common in favour of all its members.

The Letters of Guarantee shall be issued by credit institutions operating lawfully in Greece or in any other member - state of the European Union (EU) or the European Financial Area (EFA) or in member – states which have signed the Public Procurement Agreement with the World Trade Organization (WTO). They can also be issued by T.M.E.D.E. or they can be provided through a check issued by the Trusts and Loans Fund with a deposit of the respective amount to the subject Fund.

10.3.2 The GPLoG shall guarantee, in its entirety and without any discretion whatsoever, the due, complete, flawless and timely execution of the Contractual Scope with strict adherence to the requirements, specifications, terms and conditions of the Contract. The aforementioned Guarantee covers all requirements of AM before the Contractor regarding the infringement of a contractual term, undue fulfilment of the contractual terms, or, finally, AM requirements arising from the imposition of a penal clause to the detriment of the Contractor. However, the Guarantee does not exhaust the liability of the Contractor to compensate AM in case the latter suffers losses, exceeding the amount of the Guarantee.

AM retains its right to require at any time, through a written statement addressed to the Issuing Bank, the Paying of the entire amount of the Good Performance Letter of Guarantee or a part of it, in order to meet its claims against the Contractor ensuing from this Contract due to the Contractor's non adherence to the contractual obligations.

10.3.3 Should the contract price be increased for any reason whatsoever due to the increase in the Contract Scope, then, prior to the supplementary contract signing, the Contractor shall provide a supplementary Good Performance Guarantee, amounting to **5%** on the additional Contract Price.

10.3.4 All Letters of Guarantee shall be issued and maintained in favour of AM, at the Contractor's sole cost and expenses. Letters of Guarantee shall be explicit, irrevocable, unreserved and payable upon AM's first request; they shall be issued by reliable, recognized Banks, acceptable by AM as self-debtors and principal debtors, they shall be deliverable and payable in Athens, shall be governed by the Greek



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Legislation and shall be subject to the exclusive jurisdiction of the competent Courts of Athens for the settlement of any disputes that may arise regarding guarantees.

10.3.5 AM shall examine the validity of the subject Letters of Guarantee.

### 10.4 Good Operation Letter of Guarantee

The Contractor shall be responsible for the good operation of the scope of the supply. During the warranty period, the Contractor shall proceed to the maintenance and the repair of every damage / fault, in line with provisions of article 17 herein.

Upon final acceptance, a good operation letter of guarantee must be submitted, meeting the requirements of the warranty operation duration. The subject guarantee amounts to **10% on the contract value, not including VAT**.

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

Good Performance/ Advance Payment Letters of Guarantee shall be delivered to the Contractor following the final quantitative and qualitative acceptance and commissioning of the Supply. In case of partial acceptances, Good Performance/ Advance Payment Letters of Guarantee shall be gradually released by the amount corresponding to the value of the finally accepted part of the quantity.

In no case shall the remaining amount of the letters of guarantee at AM's possession be less than the non-amortized amount of the advance payment.

Gradual release of the Letters of Guarantee is subject to prior opinion of the responsible Acceptance Committee.

If this Protocol includes remarks or in case of late delivery, then the letters of guarantee are returned on condition that the remarks and the overdue delivery have been addressed as specified. The release of the subject letters of guarantee call for the submission of the good operation letter of guarantee.

The good operation letter of guarantee shall be released upon the approval of the acceptance protocol of the guaranteed operation by AM's BoD.

## ARTICLE 11 DESIGNS

11.1 Upon the Contract signing, the Contractor must proceed with the compilation of the Detailed Final Design according to the provisions of the contractual documents, and more specifically the "Technical

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Description", the "Design, Performance, Materials and Workmanship Specification" and the Drawings of the Supply.

- 11.2** The Contractor shall be exclusively responsible for any deficiencies in the Detailed Final Designs, to be prepared by him, resulting from his omission to timely request information and details regarding the execution of the Supply.
- 11.3** In order to review the Design and express its relevant comments on it, as this (the DFD) will be gradually submitted, AM shall have a deadline of twenty (20) calendar days following the submission of each design.
- 11.4** If any errors, deficiencies and inconsistencies are found during the said review, as compared to the provisions of the contractual documents, then the aforesaid DFD shall be returned for correction.
- 11.5** Within twenty (20) calendar days following the receipt of AM comments, the Contractor is obliged to resubmit the design for approval by AM, who, in its turn, must re-examine it within twenty (20) calendar days after its receipt.
- 11.6** If the above deadlines are overrun by AM, it will be examined if this has an impact on the time schedule of the Supply. In this case, the eventual extension to the deadlines shall be determined by AM based on the Contractor's relevant report, wherein the Contractor shall justify in detail the impact of these delays on the time schedule of the Supply, as well as the measures to be introduced to mitigate this impact.
- 11.7** The aforesaid designs shall be submitted in seven (7) sets (one original and six copies) and one (1) additional set in digital form, as per AM's instructions.
- 11.8** All expenses required for the compilation of the Detailed Final 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 AM shall not accept any alteration to this Price on account of any corrections made during the approval of the Designs by AM.
- 11.10** It is stressed that the approval of the DFD, calculations and drawings by AM 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** The Contractor shall not be permitted to execute any work relating to the manufacturing, supply and installation of the BACS system on the



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extension to Piraeus (Phase A') prior to the approval of the respective design by AM.

**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 design, 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 AM's General Final Design, including the assumptions and pre-conditions based on which this GFD has been prepared, and he has accepted it in full and without any reservations.

### **ARTICLE 12 WORKS CONSTRUCTION DIARY**

**12.1** The Contractor shall maintain a Work Construction Diary in the areas where activities will be performed. In the Diary, the Supervising Engineer of AM shall be entitled to write down any remarks regarding the works under execution and can request the recording of other data related to this Supply.

**12.2** It is noted that in the Work Construction Diary, the Contractor shall record only information and data regarding the works for the installation of the system and not any of its contractual positions. The contractual positions of the Contractor shall be transmitted to AM through regular correspondence.

**12.3** The Contractor is obliged to hand over to it a signed copy of the Work Construction Diary.

### **ARTICLE 13 PROGRESS REPORTS**

In case there are deviations from the approved time schedule or in case AM deems it advisable, then the Contractor shall submit to AM a progress report in four (4) copies. The purpose of the report is to give a clear picture of the work progress, to record adherence or non-adherence to the approved time schedule of the Supply and the reasons for any deviations, as well as to depict the action plan for the recovery of delays - if any.

### **ARTICLE 14 CONTRACT ADMINISTRATION - SUPERVISION OF WORKS BY AM**

The Contract administration by AM, the supervision of its works, as well as its acceptance shall be carried out through the relevant advisory bodies, to be set by AM's BoD.

AM's BoD shall appoint the Acceptance Committee of the contract shall be responsible for monitoring and checking the proper implementation of all contractual terms and the implementation of the

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Contractor's obligations from the signing of the contract up to the expiry of the warranted operation. Moreover, this Committee shall provide its expert opinion about every issue that arises from the Contract, especially in case of extensions to deadlines, if any, modifications to the Contract and forfeiture of the Contractor. More specifically, the Acceptance Committee shall be responsible for the approval of advance payments, the approval of the payment certificates and for the approval of the designs, as per the contractual stipulations. The Acceptance Committee shall be responsible for all issues related to the acceptance of the physical scope of the contract up to the expiry of the warranted operation. More specifically, it shall perform the final acceptances, shall prepare the respective protocols, as well as the protocol of warranted operation, and shall provide its expert opinion for their approval by AM's BoD, as well as for the release of the Letters of Guarantee.

The monitoring of the execution of the Contract does relieve the Contractor from his lawful and contractual responsibilities, nor does it reduce these responsibilities. The Contractor is obliged to comply with AM's written instructions regarding the flawless, complete, timely and workmanlike implementation of the Supply.

- 14.1** AM shall appoint and notify the Contractor in writing of any advisory body or any other executives appointed by AM as responsible for the monitoring of the contract.
- 14.2** Should AM fail to proceed to the quality control of the works under execution or should it fail to identify any defect to the works, the Contractor shall not be released from his contractual obligations nor will this prevent AM from requiring the correction of the defective work and/or its rejection.
- 14.3** The documents pertaining to the contract shall be communicated by the authorized representative of the Contractor to the Chairman of the Acceptance Committee through a letter and vice versa. Each letter shall be transmitted at the address of the contracting party included in the Contract. The date of the document's receipt by AM shall be the date when the letter was received from the Document Control Centre of AM, 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.
- 14.4** The fact that AM supervises the works in no case does it release the Contractor from any of his liabilities ensuing from his contractual obligations and the applicable Legislation, nor does it imply that there is any employer's or his sub-contractor's liability.

## ARTICLE 15 CONTRACTOR'S PERSONNEL

- 15.1** Upon signing the contract, the Contractor shall declare to AM the name of his attorney, the address of his head offices in Athens, as

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well as the responsible personnel working therein. More specifically as regards the specialized personnel to be employed in the amendment of the already installed equipment, this personnel must be certified and possess the necessary experience on the subject equipment.

- 15.2** The "Contract" Manager, who shall be a graduate Engineer with at least 10-years of experience in the Contract scope, shall take over his duties within twenty (20) calendar days upon signing of the contract at the latest. The Contract Manager shall appoint the Contractor's Responsible Person on site the Project, who must assume his duties prior to the commencement of the Contract works.  
The appointment of both persons mentioned above shall be notified to AM and be approved by AM.

- 15.3** The "Contract" Manager and the Contractor's Responsible Person on site the Project 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.

The "Contract" Manager and the Contractor's Responsible Person on site the Project 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 Supply 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.

- 15.4** It is explicitly determined that the Contractor is liable before AM for the acts and omissions of the "Contract" Manager or the Contractor's Responsible Person on site the Project. The service of the aforesaid persons shall be valid throughout the execution of the Contract. For their substitution, AM must provide its prior explicit written approval.

- 15.5** AM, at its absolute judgment, may not grant its approval for the aforesaid persons if it deems that they does not possess the required qualifications and experience or are not suitable for the said position.

- 15.6** In addition, AM 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 BACS system for Phase A' of the extension to Piraeus, whose behavior towards AM's personnel or third parties was also considered improper.

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

- 15.7** It is explicitly defined that the appointment of the aforementioned persons does not release the Contractor from the responsibilities and



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obligations, the Contractor always remaining exclusively liable before AM.

### **ARTICLE 16 DELIVERY - ACCEPTANCES**

The procedure related to the final acceptance takes place prior to any payment certificate, according to the allocation shown in Table A attached hereto and the stipulations about payment certificates of article 10.2.1 herein. It is clarified that the final acceptance can take place in two complete stages. At the first stage each station (and its associated shafts) can be accepted after the completion of the design, the required works, supplies, installation and SAT testing, while the second stage includes the acceptance of the system of each station (and associated shafts), after the completion of the systems SIT testing and commissioning.

The system is accepted by the Acceptance Committee appointed by AM's BoD. The Contractor is obliged to inform in writing the Acceptance Committee about the completion of the relevant works and tests for the acceptance of the systems, depending on the acceptance stage, and invite the Committee to perform the final acceptance. Within twenty (20) days after the communication made by the Contractor and provided that no deviations are ascertained, the Acceptance Committee shall draft the Final Acceptance Protocol to be approved by AM's BoD.

The Acceptance Committee can:

- i. accept the BACS system
- ii. accept the system with remarks due to deviations from the technical specifications of the Contract
- iii. reject the BACS system.

In case the Acceptance Committee ascertains that there are deviations which do not affect the suitability and safe operation of the systems and which are deemed to be of minor importance, then the Contractor is obliged to replace them within a reasonable time period, if possible. If the Acceptance Committee accepts the systems with remarks, it shall record in the relevant protocol the deviations of the systems from the terms of the contract and it shall formulate its justified opinion on whether the system is suitable or not for its intended use. In case, the Committee deems that the system is suitable for its intended use, then, upon justified resolution of AM's BoD and further to the opinion of the Acceptance Committee, the system can be utilized and its acceptance can be approved with or without reduction on the contract price.

Otherwise, if in AM's opinion the deviations of the system affect its suitability and it cannot be used, i.e., they are essential, then AM shall request the Contractor to remedy the subject deficiencies within a reasonable deadline. If these deficiencies are not remedied, the





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system's acceptance can be rejected by AM's BoD justified resolution, issued on the basis of a relevant opinion expressed by the Acceptance Committee.

In the above cases where systems were rejected or were accepted with reduction of the contract price, based on audits conducted by the First Degree Acceptance Committee, materials can be audited by a Second Degree Acceptance Committee.

Referral to the Second Degree Acceptance Committee as per the above is subject to the Contractor's relevant request or *ex officio* by AM. The Second Degree Acceptance Committee shall carry out again all audits foreseen by the Contract and shall draft the relevant Acceptance or Rejection protocol, adhering to the same procedure.

The request for re-examination of the system by a Second Degree Acceptance Committee shall be filed by the Contractor within a mandatory deadline of twenty (20) days after the communication of the relevant resolution.

Protocols drafted by the First or Second Degree Acceptance Committees are necessarily communicated to the Contractor.

If the Contractor disagrees with the results of the laboratory tests conducted for acceptance by the First or Second Degree Acceptance Committee, the Contractor may request in writing an appeal inspection, in line with article 208, Law 4412/16. The verdict of the appeal inspection is binding and final for both parties.

In case the Contractor does not comply, then article 32 herein applies.

The contract scope may be set in revenue service only after its final acceptance or the acceptance of any independent parts thereof by AM as per the above.

Upon the approval of the Final Acceptance Protocol, the Supply related risk shall be transferred to AM, with the exception of the risk pertaining to any damage due to the Contractor's liability, who shall remain responsible for this damage until expiry of the warranted operation. Upon expiry of the warranted operation, the Contractor's liability, as delimited by articles 6.9.2 and 6.9.3 of the Greek Civil Code, also concerns any risks that may derive due to erroneous design, inherent defect, material failure.

## ARTICLE 17 GOOD PERFORMANCE WARRANTY

**17.1** The **warranty period** during which the Contractor is fully responsible for the Supply and the good performance of the Building Automation and Control Systems (BACS) is **defined to three (3) years** as of the final acceptance of the entire scope or its independent parts.



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

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

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

- b) Supply and availability of warrantee spare parts, according to the stipulations in the Design, Performance, Materials and Workmanship Specifications
- c) Supply and availability of the special tools, required for the repair and maintenance, as well as the testing diagnostic equipment.
- d) Technical support to the STASY's Maintenance Service. The technical support shall consist in the constant presence on site and shall be provided by at least one (1) Specialized Technician with a ten-year experience in the maintenance of BACS systems and by at least of two (2) Experienced Assistants, each with a six-year experience in the maintenance of BACS systems. The Specialized Technician and the Assistants shall repair the faults that may occur to the system, the software and the hardware during the 3-year warrantee period. The above Technical Staff of the Contractor shall possess the experience and the abilities required, in order to be able to identify by themselves and handle any fault related to the System and its Equipment concerning the OCC and the Stations, so as to restore operation in case of failures.

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

- e) Assistance to STASY in fault finding and troubleshooting activities regarding serious faults, which jeopardize operation. The maintenance response time, i.e. the time between receiving the call for maintenance support from STASY's authorized maintenance leader and arriving on site during the period of revenue service shall be no longer than
- One (1) hour for intervention at the Stations or the OCC at Syntagma

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- 17.2** The procedure to be implemented with regard to the repair of defects and damage occurring during the operation of the BACS systems throughout the warranty period is as follows:
- a) STASY (Maintenance Service) issues a work instruction, which concerns the rectification of fault/defect and records 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 AM.
  - 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 AM.
  - c) If the Contractor, after receiving AM's work instruction, fails to meet immediately his contractual obligations regarding the rectification of the fault/defect, then AM 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 Article 33 herein.
- 17.3** With regard to the equipment of the BACS systems 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.**
- 17.4** The Contractor shall accept full responsibility for the DFD 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 DFD failure.
- 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 BACS systems, wherever this is necessary. The relevant expenses shall be borne by the Contractor.
- 17.5** **During the three-year Warranty Period, the Contractor also bears the responsibility for the preventive (scheduled) maintenance for a period of twelve (12) months** upon final acceptance of the entire scope or its independent parts. The maintenance expenses associated to this time period shall be borne by the Contractor. The



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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, the supply and installation of the required consumable spare parts, as well as the training of the personnel of STASY Maintenance Service. For the remaining 24-month period, STASY shall be responsible for the preventive maintenance and its cost shall be borne by STASY. During the execution of the works relating to the scheduled maintenance, the Contractor is obliged to provide his services for the optimal maintenance, in accordance with the Operation and Maintenance Manual and the Illustrated Part Lists that he has submitted.

### **ARTICLE 18 SPARE PARTS**

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

#### **18.1 Main spare parts of the Supply**

The scope of the Contract shall include the supply of the main Spare parts, which relate to the entire supply, as these are defined in the Documents entitled "Technical Description" and "Design, Performance, Materials and Workmanship Specification". The delivery of the main spare parts of the supply shall be implemented and completed proportionally prior to the commencement of the trial running of each independent part.

#### **18.2 Warrantee Period Main Spare Parts**

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

#### **18.3 Warrantee Period Consumable Spare Parts**

The scope of the contract shall include the supply of the warrantee period consumable spare parts, which are subject to wear or "contamination" during the operation of the BACS System, and, therefore, the replacement of which is required at specified time intervals to ensure smooth operation throughout the three-year warrantee period.

The type and the frequency for replacing the consumable spare parts falling under the warranty period shall be in compliance with the

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stipulations of the Document entitled "Design, Performance, Materials and Workmanship Specifications".

- 18.4** The cost of the all the aforementioned spare parts, deliverable at AM warehouses in Athens, is included in the Lump Sum Price of the Contractor's Offer.
- 18.5** The Contractor shall guarantee that all necessary spare parts shall be at the disposal of AM for a period of 25 years from the expiry of the warranty period for the entire Contract Scope.
- 18.6** Throughout the warranty 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 BACS Systems. The available spare parts' stock during the warranty period shall cover the contract needs for a time period of at least one (1) year.
- 18.7** Upon completion of the construction of the entire supply and prior to the completion of testing and commissioning, the Contractor shall submit to AM a list of proposed spare parts for the Contract Scope operation to be covered for a time period of three years after the expiry of the warranty period. The list in question shall cover main and consumable spare parts with reference to the maximum guaranteed lead time from the day on which the order is placed.
- 18.8** The three-year guarantee of the contract scope shall cover the total of the main spare parts stored in AM's warehouses. Should a defective material be found upon its use, it shall then be immediately replaced by the Contractor.
- 18.9** The Contractor shall organize the list of spare parts in such a manner so that AM is able to use the spare parts 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.
- 18.10** The Contractor shall submit a complete list containing all special tools, required for the maintenance and repair of the scope of the Supply. The Contractor shall provide a sufficient number of all required special tools, in view of facilitating AMEL's Maintenance Service in the proper maintenance and repair of the System. The number of the tools shall be approved by AM, based on the pertinent functional analysis to be handed over.

## ARTICLE 19 SOFTWARE

The Contractor shall provide AM with non-exclusive and irrevocable software licences, standards, codes, drawings, etc. to be provided in the framework of this contract, for the operation, maintenance and upgrading of the BACS system within the boundaries of the Greek



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State and for a period of fifty (50) years, 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, AM is entitled to use without the permit of the Contractor the software of the equipment or the system, in order to cover any future operational needs that may derive.

All the aforementioned rights can be exercised either by AM or by STASY or by a third party to whom AM or STASY shall cede the maintenance of the system.

### **ARTICLE 20 TRAINING**

The Contractor shall submit a detailed training program for the Training of STASY's and AM's personnel. This program shall be valid upon its approval by AM. The trainees shall be selected by AM.

The Contractor shall be responsible for the proper training of STASY/AM's personnel and guarantees the correct execution of the training programs and tasks. The participants in the training courses shall be selected by AM.

### **ARTICLE 21 QUALITY ASSURANCE AND QUALITY CONTROL**

**21.1** Within thirty (30) days upon Contract signing, the Contractor must submit for AM's review the documentation of the Quality Management Plan, as well as a Test and Inspection Plan/Quality Plan.

Within thirty (30) days, AM shall return to the Contractor the aforementioned submissions with remarks, if any. The Contractor must incorporate the revised versions of the Quality Management Plan and the detailed Quality and Inspections Plan.

Any revisions of the aforementioned documents shall be submitted to AM for approval.

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

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

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 proved through the appropriate accompanying documentation.

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**21.4** The Contractor can suggest alternative standards equivalent to the required standards offering products of relevant quality that he shall use, provided that they are approved by AM.

**21.5** 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.

For this reason, he should submit the following Plan:

### **Inspection Plan in the areas where the System will be installed:**

Quality Control and Inspection Plan to be conducted in the areas where the System will be installed. The Control Plan shall be covered by all control, inspection and tests procedures defined by the Contract.

**21.6** The Quality Control Plan should include the following basic data, which must be completed and updated with additional information as frequently as necessary for the quality requirements to be met. In particular,

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

21.6.2 List of materials and works that AM shall control at the different manufacturing stages, together with control procedures, types of tests and their frequency.

21.6.3 Complete manufacturing, quality control, etc. procedures.

**21.7** 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 plans. 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.

**21.8** The quality control plan that will be suggested by the Contractor and approved by AM, will be followed throughout the validity period of the Contract, unless otherwise approved and instructed for specific issues. The results of the controls shall appear in bound documents with duplicate numbered pages.

**21.9** 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 supply.

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### ARTICLE 22 REJECTION OF MATERIALS – REPLACEMENT

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

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

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

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

### ARTICLE 23 SUB-CONTRACTORS

- 23.1** If following contract award, a section of the contract is assigned to a sub-contractor, the Contractor shall submit for approval to AM the name, the communication details and the legal representatives of his sub-contractors before subcontractors commence to execute works. AM shall verify that the reasons for disqualification of sub-contractors do not apply, in line with articles 73 and 74 of Law 4412/16, as well as that the proposed sub-contractor satisfies the qualifications required for the execution of the part of the project that he undertakes. To this end, any sub-contractors notified after contract award shall submit to AM the required certificates and the remaining relevant back-up documentation. As to the remaining items, the provisions of article 336, Law 4412/16 apply.
- 23.2** Awarding a section of the contract under the form of sub-contracting work to third parties does not release the Contractor in any way whatsoever from his responsibilities or obligations nor does it give rise to a relationship between AM and the Subcontractors/Suppliers.
- 23.3** The Contractor shall be solely and exclusively responsible for the adherence on the part of the sub-contractor/supplier of the terms and conditions of this Contract and shall not be released from his responsibilities or guarantees as regards any part of the works under execution by his sub-contractor/supplier.
- 23.4** The Contractor shall not be entitled – in any case whatsoever – to award to sub-contractors/suppliers contracts representing a percentage over 50% of the overall value of the contract.





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**ARTICLE 24 OPERATION & MAINTENANCE MANUALS**

**24.1** The Contractor shall deliver the Operation and Maintenance Manuals prior to the completion of tests and the commissioning of the BACS system in accordance with the Approved Time Schedule.

**24.2** The final acceptance of the scope of the contract calls for the delivery of the Operation and Maintenance Manuals, as these are foreseen in the Document entitled "Technical Description" and "Design, Performance, Materials and Workmanship Specifications".

Non-submission of the aforementioned information, as well as all the "As Built" Drawings, constitutes a reason for AM not to Accept the Supply.

**ARTICLE 25 TESTS – COMMISSIONING**

**25.1** As required by the stipulations of the Documents titled "Design, Performance, Materials and Workmanship Specification", "Technical Description" and the other contractual terms, the Contractor shall carry out the required tests and shall commission the BACS 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 AM's knowledge prior to their commencement.

**25.2** 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.

The Contractor shall provide proper instructions, including the Maintenance and Operation Manuals, rendering feasible the future operation and maintenance of each component by AM's personnel.

**ARTICLE 26 CONTRACTOR'S LIABILITIES**

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

**26.2** 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 Supply.

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- 26.3** 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 "Supply", or to third parties at any place where the Contractor exercises his activities regarding the said Supply. Therefore, the Contractor should take all the necessary safety measures in view of preventing such events.
- 26.4** The Contractor is solely and exclusively responsible for the design he has prepared and selection of the equipment, materials and the system, as well as for their proper utilization in view of materializing the scope, as per the Contract terms.
- 26.5** The Contractor shall be obliged to complete the Supply timely and to execute all works required for the materialization of the Supply adhering to the Approved Time Schedule.
- 26.6** The Contractor remains exclusively responsible for adherence to the terms and requirements of this contract by his suppliers and for his relations with them.
- 26.7** There is no dependence relationship between AM and the Contractor, his personnel or his suppliers.
- 26.8** Should AM 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.
- 26.9** Should materials, equipment, systems or work methods, software or any other items be utilized for the implementation of the 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 27 INSURANCE

### 27.1 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 Project, the machinery, the materials, the Supply itself, as well as the civil liability that may result from the Contract 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).



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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 AM within a 5-day period prior to the 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 AM 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 the IKA – ETAM 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 an 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.

## **27.2 Insurance of Contract Scope**

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

- a) At the BACS equipment **Transportation** stage from the manufacturing place to AM's facilities in Athens. The said draft insurance policy must be submitted to AM 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 transshipment shall also



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be covered. The relevant original insurance policy should be submitted to AM at least one month prior to the first loading.

- b) **From the arrival of the first BACS equipment** at AM's premises in Athens until the Approval of the Final Acceptance Protocol. The draft of the above insurance policy must be submitted to AM for approval within a two (2) month-period before the arrival of the equipment at AM's premises in Athens. The original insurance policy must be submitted to AM 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 (BACS systems, spare parts, tools, services, etc.), including any supplements, revisions and/or re-adjustments (plus or minus) to the Contract price.

**27.3 Insurance of the Project against all risks** from the arrival of the first item of the Building Automation and Control System equipment at AM'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 adaptations. 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 Contractor shall not be responsible to be insured for any indirect damage, such as foregone profits, loss of use, etc., **caused to the Supply Agency** by the execution of the Contract.

The insurance policies mentioned in the above paragraphs (a) and (b) should be concluded in the name of both the Contractor and AM.

**Duration of insurance:** The insurance company's liability commences upon the arrival of the first item of the Building Automation and Control System equipment at AM's installation areas in Athens and expires upon the approval of the Final Acceptance Protocol. The aforementioned insurance policy AGAINST ALL RISKS

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shall be submitted by the Contractor to AM, as per the stipulations of paragraph 28.3.b.

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

- "In case of partial or full destruction or damage of the scope, :

for the insurance company to pay to the Contractor the relevant compensation for the damage, it must have previously received the written consent of AM for this purpose.

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

The transfer of the Contractor's claim to AM 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".

### 27.4

**Third Party Civil Liability Insurance**, from the arrival of the first item of the Building Automation and Control System equipment at AM's installation areas up to the expiry of the guaranteed operation period.

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

**Insurance duration:** The Insurance Company's liability shall commence upon the arrival of the first item of the Building Automation and Control System equipment at AM's installation areas and ends upon expiry of the guaranteed operation period.

2. The **indemnification limits** of a third party civil liability insurance policy are defined per incident as follows:

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- 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

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

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

- b) The insurance company ought to refute any case raised against the Contractor or AM 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 Building Automation and Control System equipment to AM. The original Third Party Civil Liability Insurance Policy, which is required for the coverage of the civil liability of the Contractor due to the execution by the said Contractor of works or any other relevant arrangement and within the framework of his remaining contractual obligations, shall be submitted at least within five (5) working days prior to the aforementioned deadline.

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



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**27.5 Mandatory Terms**

The Insurance policies must necessarily include the following terms:

- a) AM 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, 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 AM by the insurance company.
- d) The insurance company waives its rights to raise a case against AM, 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 a grave negligence.
- e) In case of total or partial interruption of the works due to the Contractor's liability, the Contractual Scope, whichever the phase it is found in, may be insured against all possible risks by AM and the insurance costs shall be borne by the Contractor.
- f) AM's liability arising from Article 922 of the Civil Code is covered (employer's liability).

**27.6 General insurance terms**

All insurance policies shall necessarily include the following general terms:

- a) All insurance policies referred to herein shall be submitted to AM for approval, in accordance with the special provisions of articles 28.1-28.2.
- 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 AM 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 AM's final approval.

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- 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 AM is entitled to deducting, from amounts payable to the Contractor, or from any kind of his guarantees, the amounts that, in its judgment, are required for the repair of the injury or damage in question.
- f) AM 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 AM, 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, AM shall act via an irrevocable order and on behalf of the Contractor, should this be to AM's interest.

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

## ARTICLE 28 HEALTH AND SAFETY

- 28.1** The Contractor is exclusively and irrevocably responsible before AM to ensure that the workers, sub-contractors, consultants, representatives, his suppliers, throughout the time period that they are involved in Athens Metro in the framework of the execution of the BACS system in the Extension to Piraeus (Phase A'), shall comply in all respects with the applicable legislation, the provisions and the





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regulations concerning safety, health and fire safety, as well as with AM'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 adhering to the rules regarding Health and Safety of his Employees, for supervising the works, as well as for the provision of Personal Protection Equipment (PPE) to his employees.

The Contractor shall execute his works so as to always ensure health and safety of his employees, AM's and third party's employees.

AM 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/due to his own activities or omissions.

The Contractor shall report immediately to AM any incident causing injury to his personnel or third parties or any damage to property, irrespective of severity/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 AM a monthly summary of the accidents' statistics.

Any failure on the part of the Contractor to comply with the requirements set forth in this article shall be considered as a violation of the subject contract; in this case, AM shall be entitled to immediately suspend the works at the Contractor's cost until the aforesaid failure is restored.

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

AM reserves the right to proceed to any action required in order to restore any deficiency as regards Safety related issues, in case the Contractor does not see to that. In this case, the Contractor shall compensate AM immediately and in full against all expenses, borne by AM, as regards the aforesaid corrective actions.

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



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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 manuals) proving ability of the equipment to operate safely. The Contractor shall ensure that the equipment shall undergo all safety tests, measurements and inspections foreseen by the Law. Copies of the certificates shall be made available to AM upon request.

The Contractor shall deliver to AM the "Materials Safety Data Sheet" for all hazardous materials to be (eventually) used in the Athens Metro. The relevant approvals must be obtained for each material included in this category, every time such a material is used in the Athens Metro.

AM can require that any person who systematically violates the safety procedures, in AM's substantiated opinion, be removed from the work area. This person cannot return to the work area without AM's prior written consent. It is advisable that the Contractor provides the employees with work clothing labeled with the Contractor's name.

The Contractor must issue a worksite ID for all his employees. The issuance of the worksite ID presupposes that the employee has a proven record of completed medical examinations before commencing the works, has completed the relevant training and that he is equipped with the required Personal Protection Equipment. It is underlined that entrance to the work area is allowed only upon demonstration of the worksite ID.

The Contractor shall be exclusively responsible for the implementation of the health monitoring systems of his employees. He shall appoint a qualified representative to the Health and Safety Inspection Authority to act as Safety Technician as per Law 3850/2010 and Presidential Decree 17/96. The Safety Technician, who, among his other duties, shall attend the safety related meetings with AM. The Safety Technician shall necessarily have at least five (5) years of proven experience on safety related matters. If the Safety Technician comes from an Independent Protection and Prevention Service (ΕΞΥΠΠ), then he shall have five (5) years of proven experience. The announcement to the local Labour 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 AM's approval.

The Contractor shall provide full access to all relevant files (e.g. accident investigations, accident statistics, omission reports, etc.) and documentation (training, certificates, measurements, evaluations, maintenance manuals, etc.) and shall duly assist AM in monitoring the implementation and performance of the Organization and Management System for Safety and Health at Work (SODAYE). AM reserves the right to carry out onsite inspections or detailed checks whenever deemed advisable.



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All Contractor's obligations are transferred unchanged and apply to his sub-contractors too that may be engaged in the Athens Metro.

**28.2 ORGANIZATION AND MANAGEMENT SYSTEM FOR SAFETY AND HEALTH AT WORK (SODAYE)**

The Contractor shall develop his own "Organization and Management System for Safety and Health at Work" (SODAYE) for the specific Project in accordance with the provisions of the decision No. ΔΙΠΑΔ/οικ/889/14.01.2003 and the instructions of ELOT 1801 Standard. SODAYE shall present in detail the way in which persons (employees and others), property and procedures are protected against any risks to arise from the Contractor's activities. SODAYE shall include the policy, organization chart, check systems (training programs, certifications, risk analysis, risk assessment, procedures), measurement/ monitoring methods and the relevant revision programs.

Twenty (20) days prior to the commencement of the works, the Contractor shall submit to AM the initial SODAYE. If AM is not satisfied with the submitted SODAYE (presenting its relevant justification in a complete and reasonable manner), the Contractor must revise, modify and resubmit the revised SODAYE within a reasonable time frame and, in any case, not later than ten (10) days after his official notification.

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

At least twenty (20) days prior to the commencement of the works, the Contractor shall submit to AM the Health and Safety Plan (HSP) and the Health and Safety File (HSF) for the specific project. AM shall review the above within a period of 10 working days.

Any additional modifications or additions to the HSP must be submitted prior to the commencement of works presupposing the submission and acceptance of these additions and modifications. Should, at any given time, the HSP is considered insufficient, based on AM'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 AM can instruct the Contractor to revise and resubmit the HSP to AM for review within ten (10) 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 AM and shall ensure that the proper personnel shall undertake its implementation.



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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 AM.

**ARTICLE 29 ADHERENCE TO LAWS, POLICE REGULATIONS - ISSUANCE OF PERMITS**

**29.1** Throughout the execution of the works and tests pertaining to the supply, 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 supply.

**29.2** The Contractor, being responsible for adhering to laws etc., is obliged to inform AM 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.

**29.3** 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, AM shall be informed, in order to provide its concurrence and accord for the issuance of the said permit. AM will assist and support the Contractor in obtaining the necessary permits, without being liable for any delays.

**ARTICLE 30 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 AM. AM 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 AM, being liable before AM for any relevant expenditure or damage that AM may suffer due to the Contractor's omission to fulfill his aforesaid obligation.

**ARTICLE 31 CONTRACTOR'S FORFEITURE**

**31.1** The Contractor is declared forfeited further to AM's BoD Resolution in the following cases:

1. If the provisional contractor to whom the contract was awarded does not show up within the deadline set to sign the pertinent contract.

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2. If the Contractor does not deliver the systems or if he does not replace them or if he does not repair them or maintain them within the contractual time or within the time extension that was granted to him.
3. If the Contractor does not fulfil his contractual obligations or if he does not comply with the written instructions of the Service, which are in accordance with the Contract or with the applicable legislation.

**31.2** The Contractor is not declared forfeited, as far as the award or assignment or the contract are concerned in the following cases:

1. If the contract was not signed under AM's responsibility or if the system was neither delivered nor replaced nor maintained within the contractual time or within the time extension that was granted to him under AM's responsibility.
2. Due to force majeure.

**31.3** The following penalties shall be imposed to the Contractor who has been forfeited, as far as the award or assignment or the contract are concerned, by virtue of AM's BoD Resolution, further to the opinion expressed by the Supervision Department, which mandatorily, calls upon the Contractor to provide explanations. The subject penalties are the following:

- a) Overall payment of the performance or good operation letter of guarantee of the contract on a per case basis;
- b) Collection of the advance payment with interest that was granted to the forfeited Contractor.

## ARTICLE 32 OWNERSHIP OF THE SUPPLY – COPYRIGHT – OWNERSHIP OF INDUSTRIAL PROPERTY

**32.1** The contractual price also includes transference to AM of the right to use all Contractor's and his /Suppliers' copyrights, which are incorporated into this supply.

**32.2** AM 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 building automation and control system.

**32.3** The contractual price also includes, at no additional cost further to the payment of the contractual price, the transference to AM, 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

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manner and with the means that AM 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 AM.

- 32.4** 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 AM's prior written permit.
- 32.5** The Contractor must, each time he delivers to AM any work incorporating intellectual rights or constituting a product of a third party's industrial property, provide AM 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 AM, to the extent, in the manner and with the means required, aiming at the operation, maintenance and upgrading of the system. AM 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.
- 32.6** The Contractor has to state to AM 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.
- 32.7** In case of a breach of the Contractor's obligations, which are all regarded to be essential, AM shall be entitled to claim compensation for each damage it incurs as a result of the action or omission of the Contractor's.
- 32.8** 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 33 COMPENSATION FOR PATENT AND COPYRIGHT**

With this document, the Contractor assumes the responsibility to assist, defend and compensate AM, 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.



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**ARTICLE 34 UTILIZATION OF COMPUTER TECHNOLOGY BY THE CONTRACTOR**

- 34.1** All data, which, in line with the contract documents, the Contactor is obliged to deliver throughout the duration of the contract up to its final acceptance of the scope of Supply by AM, shall be delivered in an electronic format too, in accordance with the technical instructions issued by AM.
- 34.2** The deliverables that must be handed over in electronic form, as well as the electronic "format" of the delivered files, shall be as specified below, not limited to that:
- 34.2.1 Any type of text (reports, letters, etc.) shall be in Microsoft **Word 2007** or newer release (and/or in compatible "format").
- 34.2.2 Any type of tables (reports, statistics, diagrams) shall be in Microsoft **Excel 2007** or newer release.
- 34.2.3 Any type of construction drawings shall be in **dwg** files (AutoCAD 2007 or newer) and the respective software for electrical drawings.
- 34.2.4 Flow charts, charts or other type of drawings apart from construction drawings shall be in MICROSOFT **Visio 2007** files or newer release.
- 34.3** Any designs or special calculations must also be delivered in an electronic format if they come as the result of using specialized computer software. The delivery shall not contain only the results but all necessary data based on which AM would be in a position to create a similar work environment in its own computer in order to further process the designs or calculations.
- 34.4** If the Contractor uses software, which is not used by AM, but nevertheless this software can export in a format used by AM, then the Contractor is obliged to deliver the files in that specific format of AM.
- 34.5** In addition, in case AM uses specialized software for various designs and calculations and the Contractor is contractually obliged to deliver relevant information during the Project, then these data shall be delivered in a format that can be processed in this specialized software.

**ARTICLE 35 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 AM.



## **CONDITIONS OF CONTRACT**

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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 AM, 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 AM.

### **ARTICLE 36 PROHIBITION FOR SUBSTITUTION**

The Contractor shall not be entitled to be substituted for the entire or a part of the Supply, without the previous explicit written consent of AM.

### **ARTICLE 37 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 AM 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 Supply 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 the Supply related 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





## CONDITIONS OF CONTRACT

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works are necessary, then adequate measures should be taken so that no disturbance is caused during resting hours.

### ARTICLE 38 CONTRACT AMENDMENT

In case the Contract needs to be amended, then AM shall maintain the right to consider the issue in view of the provisions of Directive 2014/25/EC and article 337 of Law 4412/16.

### ARTICLE 39 SYSTEM's COMPATIBILITY

The Contractor shall ensure full compatibility of the building automation and control system with the current systems.

### ARTICLE 40 FORCE MAJEURE

In case the Contractor invokes *force majeure*, he shall then be obliged within a 20-calendar day period, as of the date that the incidents constituting the *force majeure* took place, to report them in writing and submit to AM the pertinent evidence.

### ARTICLE 41 ADMINISTRATIVE APPEALS DURING THE CONTRACT EXECUTION –JUDICIAL SETTLEMENT OF DISPUTES - RIGHT FOR UNILATERAL TERMINATION OF THE CONTRACT

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

Filing the subject appeal within the prescribed deadline suspends the imposed penalties. AM's BoD shall make the relevant resolution on the aforesaid appeal further to the Acceptance Committee opinion on it , 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.

**41.2** Each dispute between the contracting parties resulting from the contract is settled by filing an appeal or legal action to the Regional Administrative Court of Appeal where the contract is executed. Prorogation of jurisdiction is not allowed. As for the rest, the stipulations of article 205 A Are valid.



**CONDITIONS OF CONTRACT**

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- 41.3** During the execution of the Contract, AM reserves the right to proceed with the unilateral termination of the Contract in the cases and under the conditions foreseen in article 338 of Law 4412/16.

**ARTICLE 42 COORDINATION – COOPERATION WITH CONTRACTORS AND STASY**

- 42.1** The coordination between the Contractor of this Contract and the remaining AM's Contractors – as regards interface related issues – shall be effected through AM during the design, construction, supply, installation, testing and commissioning phases of the system and equipment. However, it is the Contractor's responsibility to identify and request clarifications as regards interface related issues within the time float foreseen by the Approved Time Schedule, as well as to provide information regarding these interface related issues.

The Contractor is obliged to participate effectively in the meetings to be held by AM 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 Supply and, mainly, for interface related issues.

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

- 42.2** AM 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 AM's Contractors and the Contractor shall be obliged to comply with the above.
- 42.3** Especially, during the testing and commissioning phases of the system, the Contractor is obliged to cooperate with STASY too, in order to schedule with precision the tests and their sequence.



CONDITIONS OF CONTRACT

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 Αττικό Μετρό Α.Ε..

Το παραπάνω ποσό τηρείται στη διάθεσή σας και θα καταβληθεί ολικά ή μερικά

<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.



**CONDITIONS OF CONTRACT**

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

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

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

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

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

(Εξουσιοδοτημένη Υπογραφή)



CONDITIONS OF CONTRACT

ΥΠΟΔΕΙΓΜΑ Α2/SAMPLE Α2

**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 ATTIKO METRO S.A. Invitation to Tender ..... (number)".

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

<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



**PROJECT: "PROCUREMENT AND INSTALLATION  
OF THE BUILDING AUTOMATION AND CONTROL  
SYSTEM (BACS) OF PHASE A' OF THE  
EXTENSION TO PIRAEUS"**

**RFP-370/19**

**A.Σ. 75588**

**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)



CONDITIONS OF CONTRACT

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  
καλή εκτέλεση της σύμβασης "(**τίτλος σύμβασης**)", σύμφωνα με την (αριθμό)  
..... Διακήρυξη της Αττικό Μετρό Α.Ε..

Το παραπάνω ποσό τηρείται στη διάθεσή σας και θα καταβληθεί ολικά ή μερικά

<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.



**CONDITIONS OF CONTRACT**

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

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

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

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

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

(Εξουσιοδοτημένη Υπογραφή)





CONDITIONS OF CONTRACT

ΥΠΟΔΕΙΓΜΑ B2/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 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 ATTIKO METRO S.A. Invitation to Tender ..... (number)".

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

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.

<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



**PROJECT: "PROCUREMENT AND INSTALLATION  
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**RFP-370/19**

**A.Σ. 75588**

**CONDITIONS OF CONTRACT**

---

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)



CONDITIONS OF CONTRACT

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 εκτέλεση της σύμβασης "**(τίτλος σύμβασης)**", σύμφωνα με την (αριθμό)  
..... Διακήρυξη της Αττικό Μετρό Α.Ε..

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

<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.



**CONDITIONS OF CONTRACT**

---

έγγραφο ειδοποίησής σας.

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

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

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

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

(Εξουσιοδοτημένη Υπογραφή)



CONDITIONS OF CONTRACT

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 ATTIKO METRO S.A. Invitation to Tender ..... (number)".

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

<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



**PROJECT: "PROCUREMENT AND INSTALLATION  
OF THE BUILDING AUTOMATION AND CONTROL  
SYSTEM (BACS) OF PHASE A' OF THE  
EXTENSION TO PIRAEUS"**

**RFP-370/19**

**A.Σ. 75588**

**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)



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CONDITIONS OF CONTRACT

**TABLE A**

**PERCENTAGE ALLOCATION FOR THE PAYMENTS OF THE CONTRACTOR**

No	Description	Payment percentages on the offered amount
1.	AGHIA VARVARA Station (including Komninoun and M. Alexandrou shafts)	28.00%
2.	Taxiarhon Shaft	47.00%
3.	KORYDALLOS Station (including Pissidias Shaft)	28.00%
4.	NIKEA Station	28.00%
5.	System Integration Tests (SIT) and Commissioning of the Building Automation and Control system (BACS)	9.00%
	<b>TOTAL</b>	<b>100.0%</b>