



TITLE OF THE TENDER: "PROCUREMENT AND INSTALLATION OF THE BUILDING AUTOMATION AND CONTROL SYSTEM (BACS) OF PIRAEUS EXTENSION PHASE B"

RFP-384/20, A.Σ. 94301

CONDITIONS OF CONTRACT

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**“PROCUREMENT AND INSTALLATION OF
THE BUILDING AUTOMATION AND
CONTROL SYSTEM (BACS) OF PIRAEUS
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ARTICLE 1 SCOPE

1.1 Phase B of the Athens Metro extension to Piraeus includes three (3) new Stations, namely MANIATIKA Station, PIRAEUS Station and DIMOTIKO THEATRO Station. It also includes three (3) intershafts (Tzavella, Roloι and Mela shafts), one (1) terminal shaft (Panepistimo shaft), one (1) electrical equipment recess at the forestation of DIMOTIKO THEATRO terminal station and the tunnels from the provisional forestation of NIKEA Station up to the forestation of DIMOTIKO THEATRO Station.

The scope of this Contract includes the design, supply, installation, testing and commissioning of a Building Automation and Control System (BACS), which shall monitor and control the ventilation system of the tunnels, the HVAC system and the building electromechanical systems in Stations, ventilation shafts, recesses and tunnels of the Phase B' Extension to Piraeus, both locally from the workstation in the Station Master Room (SMR) in each Station, as well as centrally from the existing and operating workstations in the Operation Control Center (OCC) at SYNTAGMA and from the maintenance workstation located in Sepolia area.

The scope of the contract also includes the necessary upgrades to the existing and operating equipment and software of the BACS system at the OCC and local levels of the stations in operation of Lines 2 and 3, as required, except from the Base Project stations (Monastiraki – Ethniki Amyna and Sepolia – Dafni). In this framework, upgrading the central EBI system in the OCC, as well as in the Station Master rooms, to which (EBI) the local BACS equipment will be connected.

The scope shall also include the design, construction, supply and commissioning of the Fireman Boxes (FB), as well as the design, construction, supply, installation of the PLC panels related to the E/M systems covered by this Contract.

Moreover, the scope of the contract shall include the good operation three (3)-year guarantee, the supply of spare part tools and the testing equipment, the personnel training, the compilation and delivery of Documentation, the delivery of the Maintenance and Operation Manuals, as well as the As-Built Drawings for the entire scope of the contract, in line with the stipulations of the Contract Documents.

1.2 More specifically, the scope, technical requirements and obligations ensuring from the contract are included in the documents “Technical Description”, “Design, Performance, Material and Workmanship Specifications for the Building Automation and Control System (BACS)” and in the remaining data and documents of the Tender.

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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, especially Law 4412/16 (Volume II, Articles 222-338) and, complementary, by the Greek Civil Code. The Courts of Athens are the only competent bodies.

ARTICLE 3 DEFINITIONS

- 3.1 Supply or Contractual Scope** means the design, procurement, installation, testing and commissioning of the Building Automation and Control System (BACS) for Piraeus extension Phase B, as specified in article 1 of these Conditions of Contract and as detailed in the documents “Technical Description” and “Design, Performance, Material and Workmanship Specifications” and in the remaining documents of the Tender.
- 3.2 Agency – Owner of the Supply** means “ATTIKO METRO SINGLE-MEMBER S.A. Company”, trading as “ATTIKO METRO S.A.” in this Contract.
- 3.3 The Metro Operation Agency** means the company “STATHERES SYGKOINONIES S.A.” (STASY S.A.), which in this contract can be referred to under the distinctive title “STASY S.A.”..
- 3.4 Contractor** means the economic operator with whom ATTIKO METRO S.A. shall sign a Contract for the execution of the required contract scope.
- 3.5 Contract** is the written agreement between ATTIKO METRO S.A. and the Contractor, for the implementation of the contractual scope, which includes the Contractual Agreement, as well as all documents and data mentioned in article 4 of the present C.C.
- 3.6 Contractual Delivery Period** is the deadline within which the Contractor must complete the the entire contract scope.
- 3.7 Time Schedule** is the Time Schedule for the execution of the contract, as this will be approved by ATTIKO METRO S.A..
- 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, referred to in the Agreement to be signed between ATTIKO METRO S.A. and the Contractor.
- 3.9 ATTIKO METRO S.A. Design** is the design that ATTIKO METRO S.A. has prepared and which is depicted in the documents and drawings of

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the contract, according to which the Contractor has prepared his Financial Offer.

- 3.10 Detailed Final Design (DFD)** means all Designs to be prepared by the Contractor and approved by ATTIKO METRO S.A. including the detailed drawings, documents, calculations and other data required for the implementation of the contract according to the relevant specifications.
- 3.11 Supervision Department** means ATTIKO METRO S.A. Department, to be appointed by the Board of Directors and be responsible for the monitoring, control and administration of the Contract scope.
- 3.12 Contract Acceptance Committee** means ATTIKO METRO S.A. competent Committee responsible for all issues related to the acceptance of the physical scope of the contract until the expiry of the warranted operation.
- 3.13 Board of Directors (BoD)** of ATTIKO METRO S.A. means the body that administers and represents the Company on the basis of its Statutes; in particular, it makes resolutions about any change in the Contract terms or other conditions thereof.
- 3.14** Wherever in the present Contract the following terms are mentioned “**at the Contractor’s expenses**”, “**borne by the Contractor**”, “**at the expense of the Contractor**”, “**without any particular compensation**”, “**without any particular fee**” or other similar terms, it means that the relevant expenses have been included in a converted form into the Lump Sum Price and that the Contractor is obliged to fulfil his obligations not being entitled to any additional compensation.

ARTICLE 4 CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE

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

- a. Private Agreement
- b. Financial Offer of the Contractor
- c. The Invitation to Tender, along with its Appendices, and the Clarifications Document that may be issued
- d. The present Conditions of Contract (CC), along with its Appendices
- e. The Technical Description
- f. The General Specifications
- g. The Design, Performance, Materials and Workmanship Specifications for the Building Automation and Control System (BACS)
- h. The Design Drawings of ATTIKO METRO S.A.

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- i. The Drawing Office Manual, the Project Work Break-down and Equipment Codification System
- j. The Time Schedule approved by ATTIKO METRO S.A., which shall be submitted by the Contractor upon signing the Contract
- k. The Technical Offer of the Contractor
- l. The Information Document – Technical Description of the Building Automation and Control System (BACS) installed in the extensions’ Stations.

ARTICLE 5 LANGUAGE OF THE CONTRACT

5.1 The official language of the contract is Greek. All documents, correspondence etc. to be exchanged between the contracting parties, 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 ATTIKO METRO S.A. in Greek.

The documents, which have not been compiled in Greek shall be submitted along with their official translation into the Greek language.

In any case, Greek shall be the binding language.

As regards the back up documentation, certificates, documents, etc. to be submitted by the Bidders, applicable shall be the provisions of article 1 Law 4250/2014 about the abolishment of the obligation to ratify copies of documents, except the cases in which, according to the terms of this Invitation, the submission of originals is required.

In particular, all public documents concerning foreign economic operators which shall be submitted by the bidders during this tendering process shall be legally ratified, and shall be translated either by the Translation Department of the Greek Ministry of Foreign Affairs or by the appropriate Consular Authorities, or by an attorney, as per article 454 of the Code for Civil Procedure and article 53 of the Code of Attorneys or by a chartered translator of the country of origin of the bidder, if such a service exists in this country. Similarly, it shall be allowed to submit any public document and supporting documentation regarding foreign companies in the form of a ratified photocopy deriving either from the legally ratified document by the Consular authorities in the country of the bidder, or from the original document by affixing the “Apostille” stamp as per the Hague Convention dated 05.10.61. This ratification must be made by an attorney in the sense of articles 454 of the Code for Civil Procedure and article 36 of the Code of Attorneys (Law 4194/2013).

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 ATTIKO METRO S.A..

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ARTICLE 6 CONDITIONS FOR THE EXECUTION OF THE CONTRACT

- 6.1** By signing the contract, the Contractor accepts fully and unconditionally the information contained in the contractual documents and undertakes the obligation to adhere to all his responsibilities ensuing from the contract.
- 6.2** Should, prior to the signing of the contract, the Contractor fail to be informed of any data regarding the execution of the works pertaining to the scope of the contract, he shall not be released from his responsibility for its successful completion within the framework of the offered Amount and the contractual time period for the completion of the Supply.
- 6.3** Further to his visit – at his own responsibility - at the Operation Control Centre (OCC) and, in general, at the Athens Metro systems, the Contractor has taken into consideration the operation conditions, in order to successfully implement the scope of the procurement and to safely and successfully perform testing and commissioning of the BACS system without any interruption to the operation of the Metro.
- 6.4** In order to execute the works related to the testing and commissioning of the BACS system, the Contractor shall take into consideration the operating hours of the Athens Metro as well as its engineering hours. The Contractor should take into consideration the coordination related requirements with other contractors, in line with article 42 herein.

ARTICLE 7 STANDARDS - SPECIFICATIONS – CODES – REGULATIONS

- 7.1** The Contractor shall prepare the designs and execute the contract in line with the technical specifications, as these are defined in the contract documents, and, in any case, by fulfilling the minimum requirements of the applicable Greek legislation.
- 7.2** Wherever in the documents of the contract reference is made to standards, specifications, codes, regulations, technical recommendations etc., **applicable shall be the most recent release** one month prior to expiry of the deadline for the submission of offers intended for the subject Tender.

The standards of the aforementioned organizations cover the minimum requirements that must be met.

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

- European technical approvals
- Common Technical Specifications,
- International Standards

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- Other technical reference systems established by European Standardization Organizations

or, in the absence of the above:

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

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

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

ARTICLE 8 DEADLINES – TIME SCHEDULE

8.1 Contractual Delivery Time

The Contractor is obliged to respect the contractual delivery time, which concerns phase B of the Extension to Piraeus. The contractual time period foreseen for the delivery of the entire scope 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)
Completion of the design, procurement, installation, testing and commissioning of a) the Building Automation and Control System (BACS) for Athens Metro Line 3 Extension to Piraeus – Phase B’ and more precisely in MANIATIKA, PIRAEUS and DIMOTIKO THEATRO Stations, in the three (3) intershafts (Tzavella, Roloι and Mela), in one (1) terminal shaft (Panepistimo), in one (1) electrical equipment recess at the forestation of DIMOTIKO THEATRO terminal station and the tunnels from the provisional forestation of NIKEA Station up to the forestation of DIMOTIKO THEATRO Station and b) the upgrading of the EBI software at	280

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the operating stations of the network except from the Base Project stations (Monastiraki – Ethniki Amyna and Sepolia – Dafni) and the completion of the entire scope of the contract, as described in the tender documents.	
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The contractual time incorporates all activities of the Contractor related to the design, procurement, installation, testing and commissioning of the **Building Automation and Control System (BACS)**, and, in general, to the implementation of this procurement, as it is described in article 1.1 of this document and in the remaining 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 Building Automation and Control System (BACS) within the foreseen deadline and as defined in the contract, in line with the Table shown in article 8.1 herein.

The contractual delivery period can be extended under the following preconditions that must be all in effect:

- A. If ATTIKO METRO S.A. BoD has issued a documented resolution, further to the expert opinion expressed either at ATTIKO METRO S.A initiative and on condition that the Contractor gives his concurrence, or following a relevant request, on the part of the Contractor, which shall necessarily be submitted prior to the expiry of the contractual period.
- B. If the time period of the extension is equal to or less than the initial contractual delivery time.

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

for reasons of force majeure or other significant reasons rendering on-time delivery of the system practically impossible, no penalties shall be imposed.

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.

Within a reasonable time period, ATTIKO METRO S.A. 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.

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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 Building Automation and Control System (BACS), in general, of the entire contract, as described in article 1 herein, without any prior new request on the part of the Contractor for extension, the Contractor shall be declared forfeited.

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

8.3 Penalties

The penalties imposed for overrun of the overall deadline for the delivery of the supply, as per item b above, are described below:

If the required system is completed by the Contractor upon expiry of the contractual time and until the expiry of the extension granted, a penalty of 5% shall be imposed on the contractual value per scope, as included in the attached Table D1 of this document, delivered overdue.

As concerns the calculation of the penalties, the contractual value of the Building Automation and Control System, for each station/location/scope, delivered with a delay, shall derive from the corresponding percentages, as stated in the attached Table D1, by increasing the percentage of each station/location/scope by the special percentage corresponding to the systems integration tests (SIT), and commissioning listed in Table D1. Proportionally, the aforesaid shall apply to the works in the OCC that may be delivered with a delay.

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 and commissioned. 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”.

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ARTICLE 9 SPECIFICATIONS OF THE CONTRACT TIME SCHEDULE

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

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

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

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

ATTIKO METRO S.A. 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 ATTIKO METRO S.A.'s comments, then ATTIKO METRO S.A. shall be entitled to correct and/or re-adjust the time schedule on behalf of the Contractor.

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

9.2 When compiling his time schedule, the Contractor shall take into account that access to the project sites shall be ensured at the earliest as follows:

- DIMOTIKO THEATRO Station: 120 days upon Contract Signing
- MANIATIKA Station: 150 days upon Contract Signing
- PIRAEUS Station: 180 days upon Contract Signing
- tunnels and shafts: at the earlier 120 days upon Contract Signing
- The OCC and the stations of the operating system: as scheduled with ATTIKO METRO S.A. and STASY S.A..

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

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

The time schedule shall be in accordance with and shall depict the contractual delivery times, which shall be confirmed by the time schedule's logic and the activities' sequence.

The time schedule shall indicate activities' duration, interfaces, earlier and later commencement and completion dates, total and free float, and the progress rates for various works. It shall also include activities, related to the preparation, submission and review by ATTIKO METRO S.A. of all designs, procurement and delivery of materials and equipment, as well as any type of tests. Apart from the procurement related activities, **all activities in the time schedule shall be analysed in such a way, so that none of them last more than thirty (30) calendar days.**

In addition, the part relating to the Designs shall show the development, submission and approval on the part of ATTIKO METRO S.A. of all manuals concerning Commissioning, Maintenance, Operation and Training as well as the Spare Parts' Lists required by the Contract.

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

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

- At specific time periods and in specific areas of the Project, works shall 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 the other Contractors and with STASY S.A.;
- The fact that dates or duration of activities have been omitted from the Time Schedule shall not deprive ATTIKO METRO S.A. of its right to define reasonable dates or durations as regards the aforementioned activities.
- At certain phases during the execution of the Contract, night shifts by the Contractor may be required. For this reason, the Contractor

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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;

- That the delivery of the required items of equipment on site the Project shall be effected in line with the time schedule of the Contract and within a short time period prior to their installation activities, which (time period) shall not exceed the time frame of three (3) months.

In addition, the Contractor shall submit a technical report containing a description of its time schedule for performing the works. The description shall also 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 in an editable form.

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

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

In case of extensions to contractual delivery time, the Contractor shall submit to ΑΤΤΙΚΟ ΜΕΤΡΟ S.A. for review and approval the revised Time Schedule of the contract, as per the extensions granted.

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

ARTICLE 10 FINANCIAL TERMS - GUARANTEES

10.1 Advance Payment

An interest-bearing advance payment **up to twenty percent (20%)** in total on the **value of the Contract is foreseen, not including VAT**. Granting the subject advance payment shall call for the submission of

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a letter of guarantee, as mentioned below. This 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 deducted 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).

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

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

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

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

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

ε(%): interest rate that equals to the 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 D1 of this Document.

According to Table D1, 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, equipment and SAT tests. It is stressed that the scope of the Stations also incorporates their corresponding shaft(s), as shown in Table D1.

The value of the System Integration Tests (SIT) and 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.

The value of the spare parts, the works required to be executed in the OCC and the ECC, of the System Integration Tests (SIT), the System Performance Tests (SPT) and the commissioning of all systems shall be compensated upon their successful completion, in line with the respective percentages on the overall offered price presented in parts A8, A9 and A10 of Table A. In case of partial deliveries per Station (-s), the SIT test percentage shall be allocated to per Station (-s) respectively.

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

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- Accounts / Payment Certificates compiled by the Contractor and submitted to ATTIKO METRO S.A. for review, accompanied by the approved final acceptance protocols, in accordance with article 16 herein
- Invoice of the Contractor in three copies
- A payment receipt of the Contractor, if the invoice does not bear the indication “Paid in full”
- Tax and social security contributions clearance certificates.

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 3% duty stamp and with the duty stamp in favour of OGA, calculated based on a 20% percentage of the duty stamp value. 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 3% duty stamp in favour of OGA, calculated based on a 20% percentage of the duty stamp value;
- any other lawful retention in favour of third parties that may arise, on the basis of the legislation.

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10.2.3 Upon approval of the final acceptance protocol by ATTIKO METRO S.A. BoD, further to the opinion expressed by the Acceptance Committee, the account / payment certificate shall be submitted in five (5) printed originals, as well as in digital form.

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

The accounts shall always be compiled 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 Contractor shall not be entitled for submitting a new account unless ATTIKO METRO S.A. has certified the previous one.

ATTIKO METRO S.A. shall review the account within 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 ATTIKO METRO S.A. shall point them out to the Contractor and instructs the re-compilation and re-submittal the Account. In this case, the prescribed 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 ATTIKO METRO S.A. or provision of services related to facilities (installations), tests and maintenance, if the Contractor's presence in Greece was not required for a period exceeding 183 days. The remittance related expenses shall be borne by the Contractor. As regards invoices issued by the Contractors established in Greece (when services are provided for a period exceeding 183 days), a cheque shall be issued payable to the branch or to the company of the Contractor in Greece. The provision of receipt is necessary for the payment.

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

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

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

10.3 Good Performance Guarantee

10.3.1 Upon signing the Contract, the Contractor deposits a Good Performance Guarantee **equal to 5% on the overall contractual amount, not including VAT**. 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 the Good Performance Letter of Guarantee is not issued in Greek, it shall be accompanied by an official translation in Greek. 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 or financial institutions or insurance companies in the sense of cases b and c, para. 1, article 14, Law 4364/2016, operating lawfully in the member - states of the European Union (EU) or the European Financial Area (EFA) or in member – states which have signed the Public Procurement Agreement and have this right in line with the applicable provisions. 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 ΑΤΤΙΚΟ ΜΕΤΡΟ S.A. before the Contractor regarding the infringement of a contractual term, undue fulfilment of the contractual terms, ΑΤΤΙΚΟ ΜΕΤΡΟ S.A. requirements arising from the imposition of a penal clause to the detriment of the Contractor, or, finally payment of compensation. However, the Guarantee does not exhaust the liability of the Contractor to compensate ΑΤΤΙΚΟ ΜΕΤΡΟ S.A. in case the latter suffers losses, exceeding the amount of the Guarantee.

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ATTIKO METRO S.A. 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 value of the supplementary contract, not including VAT.

10.3.4 Letters of Guarantee shall be issued and maintained in favour of ATTIKO METRO S.A., at the Contractor's sole expenditure. Letters of Guarantee shall be explicit, irrevocable, unreserved and payable upon ATTIKO METRO S.A.'s first request, as self-debtors and principal debtors, and shall include a waiver of the benefits of division and discussion.

Letters of Guarantee shall be collectable in Athens, they shall be governed by the Greek 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 ATTIKO METRO S.A. shall examine the validity of the subject Letters of Guarantee. In case a null and void, false or forged Good Performance Letter of Guarantee is submitted, the Contractor shall be declared forfeited and a criminal complaint shall be brought with the District Attorney.

10. 4 Good Operation Letter of Guarantee

The Contractor shall be responsible for the good operation of the scope of the contract. During the warrantee 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 warrantee operation duration. The subject guarantee amounts to **10% on the contract value, not including VAT**. As to the remaining items, the stipulations of article 215 Law 4412/2016 are in effect.

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

Good Performance/ Advance Payment Letters of Guarantee shall be returned 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

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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 ATTIKO METRO S.A.'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 shall be gradually released on condition that the remarks and the overdue delivery have been addressed as specified.

The final 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 ATTIKO METRO S.A.'s BoD, in line with the provisions of article 17 of this document.

ARTICLE 11 CONTRACTOR'S DESIGNS

- 11.1** Upon Contract signing, the Contractor must proceed with the preparation of the Detailed Final Design according to the provisions of the General Specifications, article GS200, the Technical Description, the Design, Performance, Material and Workmanship Specification, the Procurement drawings and the remaining contractual documents.
- 11.2** The Contractor shall be exclusively responsible for any deficiencies in the Final Design and the Detailed Final Design, to be prepared by him, resulting from his omission to timely request information and details regarding the execution of the contract.
- 11.3** In order to review the Design and express its relevant comments on the Detailed Final Design, as this will be gradually submitted, ATTIKO METRO S.A. shall have a deadline of thirty (30) 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 Detailed Final Design shall be returned for correction.
- 11.5** Within thirty (30) calendar days following the receipt of ATTIKO METRO S.A. comments, the Contractor is obliged to resubmit the respective design for approval by ATTIKO METRO S.A., who, in its turn, must re-examine it within thirty (30) calendar days after its receipt. As to the remaining items, the provisions of Article GS0200 of the General Specifications are in effect.

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- 11.6** If the above deadlines are overrun by ATTIKO METRO S.A., it will be examined if this has an impact on the time schedule of the contract. In this case, the eventual extension to the deadlines shall be determined by ATTIKO METRO S.A. 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** 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.
- 11.8** All works to be executed based on the aforesaid designs are included in the Contractual Price, while ATTIKO METRO S.A. shall not accept any alteration to this Price on account of any corrections made during the approval of the Designs by ATTIKO METRO S.A..
- 11.9** It is stressed that the approval of the Detailed Final Design, calculations, drawings work methods, procedures, tests, bill of quantities, etc. by ATTIKO METRO S.A. shall not release the Contractor from his responsibilities deriving from the Contract and does not constitute in any way acceptance of the efficiency and soundness of the design.
- 11.10** The Contractor shall not be allowed to execute any work relating to the manufacturing, supply and installation of the Automation Systems, prior to the approval of the relevant design by ATTIKO METRO S.A.
- 11.11** The evaluation of the Technical Offer, as well as the Contract signing shall not entail the acceptance of any terms conflicting with the requirements of the tender documents, while the Contractor, when preparing the designs, has to comply with the specifications and requirements of the contract documents.
- 11.12** The Contractor has examined at his own care and responsibility the entire content of the data and documents constituting the contract’s data, and he has accepted it in full and without any reservations.
- 11.13** The submissions of the Contractor shall be effected as determined in the General Specifications.

ARTICLE 12 WORKS CONSTRUCTION DIARY

- 12.1** The Contractor shall maintain a Work Construction Diary in the areas where activities will be performed. The Diary shall record the partial execution of the contract scope, the daily employment of the personnel per number and specialty, any extraordinary incidents and other information related to the execution of the contract. The Supervising Engineer of ATTIKO METRO S.A. shall co-sign the Diary

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and shall be entitled to write down any remarks regarding works under execution and adherence to the terms of the contract; he also can request the recording of other data related to this contract. The Diary inputs shall constitute evidence for the acceptance of the contract scope by the Tender Committee.

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 ATTIKO METRO S.A. through regular correspondence.

12.3 The Contractor is obliged to hand over to ATTIKO METRO S.A. a signed copy of the Work Construction Diary.

ARTICLE 13 PROGRESS REPORTS

The Contractor shall submit to ATTIKO METRO S.A. a monthly progress report in three (3) copies until the fifth day of each calendar month and for the entire duration of the project. The subject report shall cover the progress of works of the preceding calendar month, in accordance with article 9.3 of these Conditions of Contract. The purpose of the monthly progress report is to give a clear picture of the work progress and to record adherence or non-adherence to the approved time schedule of the contract. The subject progress report shall also record the reasons for any deviations, and shall present the action plan for the recovery of delays - if any, in line with article 9.4. Submission of the monthly progress reports shall commence thirty (30) calendar days after the Contract signing date. As to the remaining items, applicable shall be article GS0510 of the document entitled “General Specifications”.

ARTICLE 14 CONTRACT ADMINISTRATION - SUPERVISION OF WORKS BY ATTIKO METRO S.A.

14.1 The administration and supervision of the Contract as well as its acceptance shall be carried out through the relevant advisory bodies, to be set by ATTIKO METRO S.A.’s BoD. More specifically, ATTIKO METRO S.A.’s BoD shall appoint the competent contract Supervising Department and the Acceptance Committee and shall notify same in writing to the Contractor, upon the contract signing.

14.2 The contract Supervising Department shall be responsible for monitoring and checking the proper implementation of all contractual terms and the implementation of the Contractor’s obligations from the signing of the contract up to the expiry of the warranted operation. Moreover, it shall provide its expert opinion about every issue that arises from the Contract, especially in case of extensions to deadlines, amendments to the Contract, introduction of the necessary measures due to non adherence to the Contract terms and any forfeiture of the Contractor. Monitoring of the execution of the Contract does neither

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release the Contractor from his lawful and contractual responsibilities, nor does it reduce same nor does it release him from his obligations as regards omissions or faults occurred during the execution of the Contract. The Contractor is obliged to comply with ATTIKO METRO S.A.'s written instructions regarding the flawless, complete, timely and workmanlike implementation of the contract. More specifically, the Supervising Department 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 contract.

- 14.3** The Acceptance Committee of the contract 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 ATTIKO METRO S.A.'s BoD, as well as for the release of the Letters of Guarantee.

It is stressed that the Acceptance Committee may monitor – in its judgement - the testing and commissioning activities together with the Supervising Department, in order to gather the information needed for it to compile its protocols.

- 14.4** The Supervising Department shall notify the Contractor in writing his Supervisor and/or assistants, who will monitor the works to be executed.

The responsibilities of the aforesaid supervisors shall be - indicatively and not limited to - the following, namely:

- 14.4.1 Strict adherence to the approved designs and strict fulfilment of the contract terms.
- 14.4.2 Quantitative and qualitative monitoring of the works under execution, in line with the time schedule of the contract.
- 14.4.3 Entry in the Works Diary, kept by the Contractor, of any remark relating to the works under execution.
- 14.4.4 Checking of the Accounts/Payment Certificates in view of effecting partial payments to the Contractor.

- 14.5** Should ATTIKO METRO S.A. 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 ATTIKO METRO S.A. from requiring the correction of the defective work and/or its rejection.

- 14.6** The documents pertaining to the contract shall be communicated by the authorized representative of the Contractor to the Supervising Department through a letter and vice versa. Each letter shall be

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transmitted at the address of the contracting party included in the Contract. The date of the document's receipt by ATTIKO METRO S.A. shall be the date when the letter was received from the Document Control Centre of ATTIKO METRO S.A., which shall be verified by the respective DCC stamp on the said letter. Instructions about the type of letters shall be provided to the Contractor after the Contract signing.

- 14.7** The fact that ATTIKO METRO S.A. 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 announce to ATTIKO METRO S.A. the name of his representative and attorney, as well as the address of his head offices in Athens.

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

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

In particular, as concerns the specialized personnel to be engaged in the works for the modifications of the existing already installed items of equipment, the subject personnel must be in the position to successfully execute the works required. It is further clarified that, in line with article 26 of this document, the Contractor shall be responsible for the unobstructed completion of the contract works and, in case of failures, he shall bear the cost for their remedy and any other additional expenses.

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

Both executives shall be responsible for the workmanlike, flawless and safe performance of works and for the introduction and

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

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

15.6 ATTIKO METRO S.A., at its exclusive 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.

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

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

15.8 It is explicitly defined that the appointment of the aforementioned persons does not release the Contractor from the responsibilities and obligations, the Contractor always remaining exclusively liable before AM.

ARTICLE 16 DELIVERY - ACCEPTANCES

16.1 The procedure related to the final acceptances takes place prior to any payment certificate, according to the allocation shown in Table A attached hereto and the stipulations of article 10.2 herein.

16.2 As regards the required final acceptances, they can take place at two (2) integrated stages, in line with the allocation included in Table D1, attached hereto. During the first stage, it is possible to proceed with the acceptance of each Station (with its shafts) upon completion of the designs, execution of the required works, supplies, installations and SAT tests. The second stage includes the acceptance of the system of each Station (with its shafts) upon completion of the SIT tests and commissioning of their systems.

16.3 The system shall be accepted by the Acceptance Committee appointed by ATTIKO METRO S.A.'s BoD. The Contractor is obliged

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to inform in writing the Acceptance Committee about the completion of the relevant works and tests for the acceptance of the systems, and invite the Committee to perform the final acceptance. It is stressed that the Acceptance Committee may monitor, in its judgement, testing and commissioning activities along with the Supervision Department, in order to collect the data required for the compilation of its protocols. 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 ATTIKO METRO S.A.'s BoD.

The Acceptance Committee can:

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

The cost for conducting all checks required shall be borne by the Contractor.

In case the Acceptance Committee ascertains that there are deviations which do not affect the suitability and safe operation of the system and which are deemed to be of minor importance, then the Contractor is obliged to replace them within a reasonable time period. If the Acceptance Committee accepts the system with remarks, it shall record in the relevant protocol the deviations of the system 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's deviations do not affect its suitability, then, upon justified resolution of ATTIKO METRO S.A.'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 the Acceptance Committee's opinion the deviations of the system affect its suitability and the system cannot be used, i.e., they are essential, then ATTIKO METRO S.A. shall request the Contractor to remedy the subject deficiencies within a reasonable deadline, on the basis of ATTIKO METRO S.A.'s BoD justified resolution, issued further to a relevant opinion expressed by the Acceptance Committee. If these deficiencies are not remedied, the system can be rejected.

In the above cases where system was rejected or was deemed as deliverable with reduction of the contract price, based on audits conducted by the First Degree Acceptance Committee, the subject system 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. The Second Degree Acceptance Committee shall carry out again all audits

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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 factory/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.

16.4 The contract scope may be set in revenue service only after its final acceptance by ΑΤΤΙΚΟ ΜΕΤΡΟ S.A. as a whole ,as per the above.

16.5 Upon the approval of the Final Acceptance Protocol, the Supply related risk shall be transferred to ΑΤΤΙΚΟ ΜΕΤΡΟ S.A., 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 692 and 693 of the Greek Civil Code, also concerns any risks that may derive due to erroneous design, inherent defect, material failure.

ARTICLE 17 WARRANTED OPERATION PERIOD

17.1 The **warranted operation** period of the contract scope is **defined to three (3) years** as of the final acceptance of the entire scope.

During the warranted operation period, the Contractor’s obligations are defined as follows:

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

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

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- b) Supply and availability of consumable spare parts falling under the warranted period.
- c) Supply and availability of the necessary special tools for the repair and maintenance, as well as of the testing diagnostic hardware/software.
- d) Technical support to the Maintenance Service of the Operation Agency (STASY S.A.) that shall consist in immediate availability of at least one (1) Specialized Technician on the part of the Contractor with an experience in the operation/maintenance of Building Automation and Control Systems (BACS). The Specialized Technician shall repair the faults that may occur to the system, the software and the hardware during the 3-year warrantee period.

The related costs, transportation expenses and any other expenditure related to the services to be offered by the Contractor in the framework of the systems' warranted operation period shall be borne by the Contractor.

- e) Assistance provided to the Operation Agency (STASY S.A.) 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 the authorized maintenance leader of STASY S.A. and arriving on site during the period of revenue service shall be no longer than:
 - two (2) hours for intervention at Stations or at the OCC in SYNTAGMA Station.

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 warranted operation period is as follows:

- a) The Operation Agency (STASY S.A.) and in particular the Maintenance Service issues a brief failure report and a work instruction, and transmits it to ATTIKO METRO S.A.. The subject instruction 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 ATTIKO METRO S.A..
- b) The Contractor, upon receipt of the work instruction, proceeds immediately with the necessary activities for the rectification of the fault/defect, providing the required spare parts and personnel, without any additional financial burden to ATTIKO METRO S.A..

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- c) If the Contractor, after receiving ATTIKO METRO S.A.'s work instruction, fails to meet immediately his contractual obligations regarding the rectification of the fault/defect, then 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 31 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 warranted operation period is extended by a six (6)-month 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 warranted operation 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 the system and any associated removal and re-installation work, as well as the general application of the remedy to such other like components or systems, wherever this is necessary. The relevant expenses shall be borne by the Contractor.

17.5 During the three-year warranted operation period and further to the stipulations of paragraph 17.1 of this article, the Contractor shall be also responsible for the preventive (scheduled) maintenance for a period of twelve (12) months upon final acceptance of the entire scope; periodic controls every three (3) months shall be also included. The maintenance expenses associated to this time period shall be borne by the Contractor. For the remaining 24-month period, the Operation Agency shall be responsible for the preventive maintenance and the relevant cost shall be borne by same.

ARTICLE 18 SPARE PARTS

The Contractor shall be responsible for the supply of all spare parts of the Contract to ATTIKO METRO S.A., as these are described in article GS0430 of the General Specifications.

ARTICLE 19 SOFTWARE

The Contractor shall provide ATTIKO METRO S.A. 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 Building Automation and Control System within the boundaries of the Greek State and for a period of

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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, ATTIKO METRO S.A. 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 ATTIKO METRO S.A. or by the Operation Agency or by a third party to whom ATTIKO METRO S.A. shall cede the maintenance of the system.

ARTICLE 20 TRAINING

The Contractor shall be responsible – against no further compensation – for the proper and complete training of ATTIKO METRO S.A.’s and of the Operation Agency’s personnel and he shall guarantee the sound conduct of the training programs and works, in full compliance with the recognized European Training Standards.

The Contractor shall submit a detailed training program for the training of personnel. Training shall be conducted in Greek and shall be valid upon its approval by ATTIKO METRO S.A..

Training of ATTIKO METRO S.A. and of the Operation Agency personnel shall be conducted in line with the stipulations in the General Specifications document.

The personnel to be trained shall be selected by ATTIKO METRO S.A. and the Operation Agency.

ARTICLE 21 QUALITY ASSURANCE AND QUALITY CONTROL

21.1 Within thirty (30) days upon Contract signing, the Contractor must submit for ATTIKO METRO S.A.’s review the documentation of the Quality Management Plan (QMP), as well as the Quality Plan for the Systems’ Installation and the Inspection - Test Plan.

Within ten (10) working days, ATTIKO METRO S.A. shall return to the Contractor the aforementioned submissions with remarks, if any. The Contractor must incorporate the revised versions of the Quality Management Plan, for the Systems’ Installation and the Inspection - Test Plan.

Any revisions of the aforementioned documents shall be submitted to ATTIKO METRO S.A. for approval, in accordance with the stipulations of the General Specifications and, in particular, in article GS0600.

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

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21.3 The criteria dictated by the required standards and regulations concerning the equipment, materials and the quality of the construction (manufacturing), are mentioned in the contractual documents. In the Quality Plan for the systems' Installation and in the Test - Control Plan all the requirements of these criteria should be taken into consideration.

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

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

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

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

21.5.2 Material Submittal Sheets (MSSs) and complete work and quality control methods ATTIKO METRO S.A. shall control at the different manufacturing stages.

21.6 As far as quality control is concerned, detailed and updated data should be kept in a suitable form concerning the materials and the equipment that have been ordered, delivered, found defective etc. during the execution of the works. Additional data will be submitted, according to the conditions of the Contract and the approved quality plan. The Contractor's drawings, as well as the data that shall be submitted, should be in accordance with the relevant specifications of the contractual documents.

21.7 The quality control plan that will be suggested by the Contractor and approved by ATTIKO METRO S.A., will be followed throughout the validity period of the Contract.

21.8 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.

ARTICLE 22 REJECTION OF MATERIALS – REPLACEMENT

In case of final rejection of the overall quantity of materials or part thereof, based on ATTIKO METRO S.A.'s Board of Directors

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resolution following the expert opinion of the Acceptance Committee, approval can be granted for the replacement of this quantity by another expert opinion subject to the terms of the Contract within a fixed deadline set through this resolution.

If the aforementioned replacement takes place after the expiry of the contractual time, the deadline set for this replacement cannot exceed ½ of the overall contractual time and the Contractor is considered overdue and is subject to penalties due to overdue delivery.

If the Contractor 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 ΑΤΤΙΚΟ ΜΕΤΡΟ S.A. the name, the communication details and the legal representatives of his sub-contractors before subcontractors commence to execute works. ΑΤΤΙΚΟ ΜΕΤΡΟ S.A. shall verify that the reasons for disqualification of sub-contractors do not apply, in line with articles 73 and 74 of Law 4412/16, as well as that the proposed sub-contractor satisfies the qualifications required for the execution of the part of the project that he undertakes. To this end, any sub-contractors notified after contract award shall submit to ΑΤΤΙΚΟ ΜΕΤΡΟ S.A. the required certificates and the remaining relevant back-up documentation. As to the remaining items, the provisions of article 336, Law 4412/16 apply.
- 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 ΑΤΤΙΚΟ ΜΕΤΡΟ S.A. 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.
- 23.5** During the Contract signing, the Contractor is obligated to report to ΑΤΤΙΚΟ ΜΕΤΡΟ S.A. the names, the contact information and the

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legal representatives of his sub-contractors, who participate in the execution of this contract, should these particulars are known at that specific time. In addition, he shall be obliged to notify ATTIKO METRO S.A. of any change in this information during the execution of the contract, as well as of the required information about any new sub-contractor, whom the Contractor shall utilize in the subject contract, by submitting the relevant agreements/cooperation statements. In case the cooperation between the Contractor and the Sub-contractor(s) is interrupted, he shall then notify ATTIKO METRO S.A. of this interruption immediately and he ought to ensure smooth execution of part(s) of the contract - that have been not executed - either by himself or by a new sub-contractor, whom he will announce to ATTIKO METRO S.A., as per the aforementioned procedure.

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 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 ATTIKO METRO S.A. not to Accept the Contract.

ARTICLE 25 TESTS – COMMISSIONING

25.1 As required by the stipulations of the Documents titled “Design, Performance, Materials and Workmanship Specification”, “General Specifications” and the other contractual terms, the Contractor shall carry out the required tests and shall commission the 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 ATTIKO METRO S.A.’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

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operation and maintenance of each component by ATTIKO METRO S.A.'s and the Operation Agency'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.

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

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 contract scope.

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 contract, or to third parties at any place where the Contractor exercises his activities regarding the said contract. Therefore, the Contractor should take all the necessary safety measures in view of preventing such events.

26.4 The Contractor is solely and exclusively responsible for the design he has prepared and selection of the equipment, materials and the installation of 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 contract 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 ATTIKO METRO S.A. and the Contractor, his personnel or his suppliers.

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

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

ARTICLE 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).

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 ATTIKO METRO S.A. 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 instalment 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 ATTIKO METRO S.A. by the Contractor fifteen (15) calendar days prior to the commencement of the respective works related to maintenance, repair, etc.

Insurance of personnel

The Contractor has to insure in EFKA and the remaining social security organizations all the personnel employed by him, as well as

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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 Transportation stage** of the required equipment from the manufacturing place to ATTIKO METRO S.A.'s facilities in Athens. The said draft insurance policy must be submitted to ATTIKO METRO S.A. for review at least two (2) months prior to the first shipment. Clause A' (Institute Cargo Clauses A-ALL RISK), including the Institute War Clauses Cargo and the Institute Strikes Clauses Cargo shall be valid in the insurance policy, with the note that any trans-shipment shall also be covered. The relevant original insurance policy should be submitted to ATTIKO METRO S.A. at least one (1) month prior to the first loading.
- b) **From the arrival of the first equipment** at ATTIKO METRO S.A.'s premises in Athens until the Approval of the Final Acceptance Protocol. The draft of the above insurance policy must be submitted to ATTIKO METRO S.A. 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 ATTIKO METRO S.A. at least five (5) working days prior to the first arrival of the equipment.

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

27.3 Insurance of the Project against all risks from the arrival of the first item of the equipment at ATTIKO METRO S.A.'s installation areas up to the approval of the Final Acceptance Protocol.

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

The total value of the Contract, inclusive of any Contract supplements and/or adaptations. The Contractor is obliged to request the insurance Company to re-adjust the insured capital, according to the actual

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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 insurance policies mentioned in the above paragraphs (a) and (b) should be concluded in the name of both the Contractor and ATTIKO METRO S.A..

Duration of insurance: The insurance company’s liability commences upon the arrival of the first item of the required equipment at ATTIKO METRO S.A.’s installation areas in Athens and expires upon the approval of the Final Acceptance Protocol. The aforementioned insurance policy AGAINST ALL RISKS shall be submitted by the Contractor to ATTIKO METRO S.A., as per the stipulations of paragraph 28.3.b.

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

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

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

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

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

It is agreed that any amount not insured or not recovered by virtue of the aforementioned insurance policy AGAINST ALL RISKS, is

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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 required Equipment at ATTIKO METRO S.A.’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 required equipment at ATTIKO METRO S.A.’s facilities 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:

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

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

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

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

27.5 Mandatory Terms

The Insurance policies must necessarily include the following terms:

- a) ATTIKO METRO S.A. shall be co-insured.
- b) Explicit reference must be made to the fact that the term “Contractor” includes any kind of personnel engaged in the subject project under any type of labour relationship with the Contractor for the subject contract, as well as the sub-contractors and the sub-suppliers of the Contractor.
- c) The insurance policies in question cannot be cancelled, modified or terminated without written notice, sent by registered mail sixty (60) days beforehand to the Contractor, as well as to ATTIKO METRO S.A. by the insurance company.
- d) The insurance company waives its rights to raise a case against ATTIKO METRO S.A., its employees, its consultants, its associates and their employees, in case the injury or damage 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

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it is found in, may be insured against all possible risks by ATTIKO METRO S.A. and the insurance costs shall be borne by the Contractor.

- f) ATTIKO METRO S.A.’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 ATTIKO METRO S.A. for approval, in accordance with the special provisions of articles 27.1-27.4.
- b) In entering into all the above insurance policies, the Contractor must be conforming and be taking into account the provisions of the Laws, Decrees, and Regulations, etc. each time in force and effect in Greece.
- c) The Contractor should adhere to the terms stipulated in the insurance policies and compensate ATTIKO METRO S.A. against any losses and claims that may ensue from an omission of the Contractor to comply with or meet the stipulations of the insurance policies. The insurance coverage, financial and insurance terms, exceptions, exemptions etc. provided for, are subject, in any case, to ATTIKO METRO S.A.’s final approval.
- d) The aforementioned insurance policies do not remove or limit in any way the obligations and liabilities of the Contractor, arising from the Contract, especially with regard to the exceptions, rebates, privileges, restrictions etc. provided for by the relevant insurance policies and the Contractor remains exclusively responsible for the repair of damage caused to persons and/or property even beyond the amounts covered by the above policies.
- e) In case the insurance company the Contractor concluded the above insurance policies with omits or refuses to pay (totally or partially) any damage or injury etc. for any reason or cause whatsoever, then the Contractor is exclusively responsible for the payment of the damage or injury etc. not paid in full according to the terms of this Contract and ATTIKO METRO S.A. is entitled to deducting, from amounts payable to the Contractor, or from any kind of his guarantees, the amounts that, in it judgment, are required for the repair of the injury or damage in question.
- f) ATTIKO METRO S.A. reserves its right to deduct from amounts payable to the Contractor any amount or render payable an equivalent amount from the Good Performance Letter of Guarantee that cannot be received from the insurance company due to

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exclusions, exemptions etc. according to the terms of the relevant insurance policies.

- g) In case the Contractor omits or neglects to submit for approval the insurance policies, or comply with his insurance obligations, in general, or in case the insurance policies that he will conclude are considered non satisfactory by ATTIKO METRO S.A., then the latter is entitled to conclude, in the name and at the cost of the Contractor, the required insurance policies and to deduct (interest-bearing and on the basis of the lawful overdue interest) the premium rate either from the amounts payable to the Contractor or by rendering payable an equivalent amount from his Good Performance Letter of Guarantee. In this case, ATTIKO METRO S.A. shall act via an irrevocable order and on behalf of the Contractor, should this is to ATTIKO METRO S.A.'s interest.

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

ARTICLE 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 B'), shall comply in all respects with the applicable legislation, the provisions and the regulations concerning safety, health and fire safety, as well as with ATTIKO METRO S.A.'s regulations. In case the pertinent Greek Law or the Law of the European Union does not exist, the best current practice shall apply.

The Contractor shall be exclusively responsible for 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, ATTIKO METRO S.A.'s and third party's employees.

ATTIKO METRO S.A. shall bear no responsibility whatsoever for labour 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.

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The Contractor shall report immediately to ATTIKO METRO S.A. 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 ATTIKO METRO S.A. 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, ATTIKO METRO S.A. 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 ATTIKO METRO S.A.'s Department concerned or by any State Authority, he shall immediately notify ATTIKO METRO S.A. by transmitting copies of the relevant notifications (unless the notification has been issued by ATTIKO METRO S.A.) and shall proceed with all necessary corrective actions, in line with the relevant requirements of ATTIKO METRO S.A.'s Department concerned or any State Authority.

ATTIKO METRO S.A. 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 ATTIKO METRO S.A. immediately and in full against all expenses, borne by ATTIKO METRO S.A., as regards the aforesaid corrective actions.

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

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 ATTIKO METRO S.A. upon request.

The Contractor shall deliver to ATTIKO METRO S.A. 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.



**“PROCUREMENT AND INSTALLATION OF
THE BUILDING AUTOMATION AND
CONTROL SYSTEM (BACS) OF PIRAEUS
EXTENSION PHASE B”**

RFP-384/20

A.Σ. 94301

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ATTIKO METRO S.A. can require that any person who systematically violates the safety procedures, in ATTIKO METRO S.A.'s substantiated opinion, be removed from the work area. This person cannot return to the work area without ATTIKO METRO S.A.'s prior written consent. It is advisable that the Contractor provides the employees with work clothing labelled 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 ATTIKO METRO S.A.. 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 ATTIKO METRO S.A.'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 ATTIKO METRO S.A. in monitoring the implementation and performance of the Organization and Management System for Safety and Health at Work (SODAYE). ATTIKO METRO S.A. reserves the right to carry out onsite inspections or detailed checks whenever deemed advisable.

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

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(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 ATTIKO METRO S.A. the initial SODAYE. If ATTIKO METRO S.A. 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 ATTIKO METRO S.A. 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 ATTIKO METRO S.A.'s reasonable and substantiated opinion, or revision or modification thereof is required for ensuring safe execution of works or protection of all employees and visitors, then ATTIKO METRO S.A. can instruct the Contractor to revise and resubmit the HSP to ATTIKO METRO S.A. 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 ATTIKO METRO S.A. and shall ensure that the proper personnel shall undertake its implementation.

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

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

29.1 Throughout the execution of the works and tests pertaining to the contract, the Contractor is obliged to comply with the laws of the State where works are performed, the decrees and regulations, the police regulations or orders, as well as all lawful requirements of any public,

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municipal or other authority referring and applying to any means to the Contractor and his works related to the progress and completion of the contract scope.

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

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

ARTICLE 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 ATTIKO METRO S.A.. ATTIKO METRO S.A. shall not be responsible for the aforesaid taxes, contributions and duties of any kind. The Contractor shall be obliged to pay the above taxes, contributions and duties even if they are imposed in the name of ATTIKO METRO S.A., being liable before ATTIKO METRO S.A. for any relevant expenditure or damage that ATTIKO METRO S.A. may suffer due to the Contractor's omission to fulfil his aforesaid obligation.

ARTICLE 31 CONTRACTOR'S FORFEITURE

31.1 The Contractor is declared forfeited further to ATTIKO METRO S.A.'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.
2. If the Contractor does not deliver the system or if he does not replace it or if he does not repair it or maintains it 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.

CONDITIONS OF CONTRACT

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 ATTIKO METRO S.A.'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 ATTIKO METRO S.A.'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 ATTIKO METRO S.A.'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 participation or performance or good operation letter of guarantee of the contract on a per case basis;
- b) Lawfull 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 ATTIKO METRO S.A. of the right to use all Contractor's and his /Suppliers' copyrights, which are incorporated into this contract.

32.2 ATTIKO METRO S.A. is entitled to unobstructedly exercise all powers ensuing from the copyrights, in the framework of its statutory purpose, to make them further available for improvement, upgrading, modernization, operation and maintenance of the required systems.

32.3 The contractual price also includes, at no additional cost further to the payment of the contractual price, the transference to ATTIKO METRO S.A., for a period of fifty (50) years, of the right to use any patent product, or utility model or any product of industrial property produced or utilized by the Contractor in the framework of this contract, to the extent, in the manner and with the means that ATTIKO METRO S.A. deems appropriate in the framework of its statutory purpose, while the present document serves as a written proof of the transference of these Contractor's rights to ATTIKO METRO S.A..

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 ATTIKO METRO S.A.'s prior written permit.

CONDITIONS OF CONTRACT

- 32.5** The Contractor must, each time he delivers to ATTIKO METRO S.A. any work incorporating intellectual rights or constituting a product of a third party's industrial property, provide ATTIKO METRO S.A. with a written evidence issued by that third party creator, whereby the Contractor received the right to use, in the framework of this Supply and transfer its rights over to ATTIKO METRO S.A., to the extent, in the manner and with the means required, aiming at the operation, maintenance and upgrading of the systems. ATTIKO METRO S.A. bears no responsibility before the third party creator. In case the Contractor does not undertake the aforementioned actions, then it is assumed that he himself is the beneficiary.
- 32.6** The Contractor has to state to ATTIKO METRO S.A. the name of the sub-contractor/supplier to be placed on the material/equipment/system. In case the Contractor fails to make that statement, it will be presumed that the material/equipment/system belongs to the Contractor.
- 32.7** In case of a breach of the Contractor's obligations, which are all regarded to be essential, ATTIKO METRO S.A. shall be entitled to claim compensation for each damage it incurs as a result of the action or omission of the Contractor's.
- 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 ATTIKO METRO S.A., as well as its representatives, from and against all claims, damage and expenses, should any idea, product, design, equipment, material, software and source code, procedure, lawfully registered material or confidential information or any part of the above, etc., offered in the framework of the present contract, constitute violation of a pattern or a copyright or a lawfully registered material or stealing of commercial secrets.

ARTICLE 34 UTILIZATION OF COMPUTER TECHNOLOGY BY THE CONTRACTOR

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

CONDITIONS OF CONTRACT

- 34.2** The deliverables that have to be in electronic form, as well as the electronic “format” in which they must be handed over are specified below, namely:
- 34.2.1 Any type of text (reports, letters, etc.) shall be in Microsoft **Word 2010** or newer release.
- 34.2.2 Any type of drawings shall be in AutoCAD 2010 or newer release.
- 34.2.3 Any type of construction drawings shall be in **dwg** files (AutoCAD 2012 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 2010** files or newer release.
- 34.2.5 The time schedules of the contract with PRIMAVERA software.
- 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 ATTIKO METRO S.A. would be in a position to create a similar work environment in its own computer in order to further process the designs or calculations.
- 34.4** If the Contractor uses software, which is not used by ATTIKO METRO S.A., but nevertheless this software can export in a format used by ATTIKO METRO S.A., then the Contractor is obliged to deliver the files in that specific format of ATTIKO METRO S.A..
- 34.5** In addition, in case ATTIKO METRO S.A. uses specialized software for various designs and calculations and the Contractor is contractually obliged to deliver relevant information, then these data shall be delivered in a format that can be processed in this specialized software.
- 34.6** Every software to be utilized by the Contractor shall be submitted to ATTIKO METRO S.A. for approval.

ARTICLE 35 PUBLICITY - CONFIDENTIALITY

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

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

CONDITIONS OF 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 ΑΤΤΙΚΟ ΜΕΤΡΟ S.A..

In case the Contractor breaches the confidentiality related provisions, he shall then be responsible for compensating ΑΤΤΙΚΟ ΜΕΤΡΟ S.A. and for restoring any other damage that ΑΤΤΙΚΟ ΜΕΤΡΟ S.A. may have suffered.

ARTICLE 36 PROHIBITION FOR SUBSTITUTION

The Contractor shall not be entitled to be substituted for the entire or a part of the contract scope, without the previous explicit written consent of ΑΤΤΙΚΟ ΜΕΤΡΟ S.A..

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 ΑΤΤΙΚΟ ΜΕΤΡΟ S.A. consider that overtime or night work or work during days off and holidays is necessary, The Contractor is obliged to proceed to the execution of the above-mentioned activities working overtime or during nights or during days off and holidays without receiving any particular compensation.

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

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

The Contractor should take into consideration the legislation in force concerning the noise pollution in the areas where works are executed and the resting hours when scheduling the execution of the works. During resting hours and night hours, executing works causing

CONDITIONS OF CONTRACT

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

ARTICLE 38 CONTRACT AMENDMENT

In case the Contract needs to be amended, then ATTIKO METRO S.A. 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 SYSTEMS' COMPATIBILITY

The Contractor shall ensure full compatibility of the system required by this contract 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 ATTIKO METRO S.A. the pertinent evidence. In case of force majeure, the Contractor shall be entitled to an extension to the deadline, should the critical path of the Time Schedule is affected. This extension shall be the only compensation to the Contractor for the subject delay and the Contractor shall not be entitled to any other compensation.

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. ATTIKO METRO S.A.'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

CONDITIONS OF CONTRACT

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 of ATTIKO METRO S.A. establishment, where the contract is executed. Prorogation of jurisdiction is not allowed.

As for the rest, the stipulations of article 205 A of Law 4412/16 are valid.

- 41.3** During the execution of the Contract, ATTIKO METRO S.A. 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.

In all cases of contract termination, the Contractor shall be entitled only to the fee corresponding to the items provided in compliance with the contract, while all other claims on the part of the Contractor for items not provided or not in compliance with the contract, as well as for direct or indirect damage shall be exclusively rejected. Any financial claims, on the part of ATTIKO METRO S.A., as these are provided by the Contract, shall be withheld from the fee due to the Contractor. Moreover, the Good Performance Letter of Guarantee – either in total or in part and on a per case basis – shall be payable in favor of ATTIKO METRO S.A.

ARTICLE 42 COORDINATION – COOPERATION WITH CONTRACTORS

- 42.1** The coordination between the Contractor of this Contract and the other ATTIKO METRO S.A.'s Contractors – as regards interface related issues – shall be effected through ATTIKO METRO S.A. during the design, supply, installation, testing and commissioning phases of the systems 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 ATTIKO METRO S.A. whenever this is required, aiming at promoting the implementation of the works, the time schedule for their execution, the exchange of information for the resolution of issues pertaining to the contract and, mainly, for interface related issues.

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



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CONDITIONS OF CONTRACT

the coordination of his works with the remaining ATTIKO METRO S.A.'s Contractors.

42.2 ATTIKO METRO S.A. reserves the right to request the Contractor, within the framework of the approved time schedule of the Supply, to execute his works in such a manner and sequence, so as to minimize the interfaces with the works of the remaining ATTIKO METRO S.A.'s Contractors and the Contractor shall be obliged to comply with the above.

42.3 Especially, during the testing and commissioning phases of the system, the Contractor is obliged to cooperate with STASY S.A. too, for the precise scheduling and sequence of tests and for the commissioning of the extension.

CONDITIONS OF CONTRACT

ΠΡΟΣΑΡΤΗΜΑ (Α)

ΥΠΟΔΕΙΓΜΑ Α1

ΕΓΓΥΗΤΙΚΗ ΕΠΙΣΤΟΛΗ ΚΑΛΗΣ ΕΚΤΕΛΕΣΗΣ

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

Ημερομηνία έκδοσης

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

(Διεύθυνση Αναθέτουσας Αρχής/Αναθέτοντος Φορέα)²

Εγγύηση μας υπ' αριθμ. ποσού ευρώ³.

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

ευρώ.....⁴

υπέρ του:

c) [σε περίπτωση φυσικού προσώπου]: (ονοματεπώνυμο,
πατρώνυμο), ΑΦΜ: (διεύθυνση)
....., ή

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

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

α) (πλήρη επωνυμία) ΑΦΜ: (διεύθυνση)

β) (πλήρη επωνυμία), ΑΦΜ: (διεύθυνση)

γ) (πλήρη επωνυμία), ΑΦΜ: (διεύθυνση)

(συμπληρώνεται με όλα τα μέλη της ένωσης / κοινοπραξίας)

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

1 Όπως ορίζεται στα έγγραφα της σύμβασης.

2 Όπως ορίζεται στα έγγραφα της σύμβασης.

3 Ολογράφως και σε παρένθεση αριθμητικώς.

4 Όπως υποσημείωση 3.



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

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

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

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

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

(Εξουσιοδοτημένη Υπογραφή)



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ΥΠΟΔΕΙΓΜΑ 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 ¹)

.....

(Address of the Awarding Authority / Agency²)

.....

Our Guarantee no. against the amount of euro³.

We hereby declare that we irrevocably and unreservedly guarantee waiving our rights to to make use of the benefit of division and discussion up to the amount of euro ⁴

in favour of:

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

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

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

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

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

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

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

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

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

¹ As specified in the Contract documents

² As specified in the Contract documents

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

⁴ See footnote 3



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

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

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

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

(Authorized Signature)

CONDITIONS OF CONTRACT

ΠΡΟΣΑΡΤΗΜΑ (B)

ΥΠΟΔΕΙΓΜΑ Β1

ΕΓΓΥΗΤΙΚΗ ΕΠΙΣΤΟΛΗ ΠΡΟΚΑΤΑΒΟΛΗΣ

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

Ημερομηνία έκδοσης

Προς: (Πλήρης επωνυμία Αναθέτουσας Αρχής/Αναθέτοντος Φορέα¹)

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

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ανέκκλητα και ανεπιφύλακτα παραιτούμενοι του δικαιώματος της διαιρέσεως και
διζήσεως μέχρι του ποσού των

ευρώ.....⁴

υπέρ του:

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

....., ΑΦΜ: (διεύθυνση)

....., ή

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

..... (διεύθυνση) ή

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

α) (πλήρη επωνυμία) ΑΦΜ: (διεύθυνση)

β) (πλήρη επωνυμία), ΑΦΜ: (διεύθυνση)

γ) (πλήρη επωνυμία), ΑΦΜ: (διεύθυνση)

(συμπληρώνεται με όλα τα μέλη της ένωσης / κοινοπραξίας)

ατομικά και για κάθε μία από αυτές και ως αλληλέγγυα και εις ολόκληρο υπόχρεων
μεταξύ τους, εκ της ιδιότητάς τους ως μελών της ένωσης ή κοινοπραξίας, για την
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..... Διακήρυξη της Αττικό Μετρό Α.Ε..

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2 Όπως ορίζεται στα έγγραφα της σύμβασης.

3 Ολογράφως και σε παρένθεση αριθμητικώς.

4 Όπως υποσημείωση 3.



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

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

(Εξουσιοδοτημένη Υπογραφή)



**“PROCUREMENT AND INSTALLATION OF
THE BUILDING AUTOMATION AND
CONTROL SYSTEM (BACS) OF PIRAEUS
EXTENSION PHASE B”**

RFP-384/20

A.Σ. 94301

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 ¹)

.....

(Address of the Awarding Authority / Agency²)

.....

Our Guarantee no. against the amount of euro³.

We hereby declare that we irrevocably and unreservedly guarantee waiving our rights to to make use of the benefit of division and discussion up to the amount of euro ⁴

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.

¹ As specified in the Contract documents

² As specified in the Contract documents

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

⁴ See footnote 3



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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

ΠΡΟΣΑΡΤΗΜΑ (Γ)

ΥΠΟΔΕΙΓΜΑ Γ1

ΕΓΓΥΗΤΙΚΗ ΕΠΙΣΤΟΛΗ ΚΑΛΗΣ ΛΕΙΤΟΥΡΓΙΑΣ

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

Ημερομηνία έκδοσης

Προς: (Πλήρης επωνυμία Αναθέτουσας Αρχής/Αναθέτοντος Φορέα¹)

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

Εγγύηση μας υπ' αριθμ. ποσού ευρώ³.

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

ευρώ.....⁴

υπέρ του:

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

....., ΑΦΜ: (διεύθυνση)

....., ή

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

..... (διεύθυνση) ή

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

α) (πλήρη επωνυμία) ΑΦΜ: (διεύθυνση)

β) (πλήρη επωνυμία) ΑΦΜ: (διεύθυνση)

γ) (πλήρη επωνυμία) ΑΦΜ: (διεύθυνση)

(συμπληρώνεται με όλα τα μέλη της ένωσης / κοινοπραξίας)

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

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

¹ Όπως ορίζεται στα έγγραφα της σύμβασης.

² Όπως ορίζεται στα έγγραφα της σύμβασης.

³ Ολογράφως και σε παρένθεση αριθμητικώς.

⁴ Όπως υποσημείωση 3.



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CONDITIONS OF CONTRACT

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

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

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

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

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

(Εξουσιοδοτημένη Υπογραφή)



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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 ¹)

.....

(Address of the Awarding Authority / Agency²)

.....

Our Guarantee no. against the amount of euro³.

We hereby declare that we irrevocably and unreservedly guarantee waiving our rights to to make use of the benefit of division and discussion up to the amount of euro ⁴

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.

¹ As specified in the Contract documents

² As specified in the Contract documents

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

⁴ See footnote 3



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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

APPENDIX (D)

TABLE D1

Breakdown of the Lump Sum Price and its Allocation in Percentages for the Contractor's Payment

a/a	Description	Payment percentages on the offered amount
1	Upgrading of the Software and Equipment of the installed EBI system	20.00%
2	MANIATIKA Station including its shaft(s) – Installation of equipment (PCs, switchboards, fibre optics network, etc.) SAT tests	18.00%
3	PIRAEUS Station including its shaft(s) – Installation of equipment (PCs, switchboards, fibre optics network, etc.) SAT tests	18.00%
4	DIMOTIKO THEATRO Station including its shaft(s) – Installation of equipment (PCs, switchboards, fibre optics network, etc.) SAT tests	18.00%
5	System Integration Tests (SITs) and commissioning of the Building Automation and Control System	26.00%
	TOTAL	100.00%