

## **ANNEX 2 – SPECIFIC OBLIGATIONS**

### **Article 1. Works insurance**

For the proper implementation of the works, the Contractor is obliged to have the construction works insured against all risks (civil liability and insurance to third parties), including cases of damage due to force majeure.

### **Article 2. Study of project execution conditions**

The Contractor accepts with his offer that he/she has fully studied the nature and location of the works, the general and local conditions, mainly regarding the conditions of finding, transporting, depositing and storing materials, the existence of labor, water, electricity, the volatility of weather conditions, the possibility of flooding of streams and generally all natural conditions in the area of the works, the configuration and condition of the soil and subsoil, the type, quality and quantity of materials and water above and below ground, the type and means that will be required before the commencement and during the period of works and any other matters which in any way may affect, in connection with the contract; the work or its cost.

In particular, he/she studied and took into account in the offer the load and traffic conditions of vehicles and the existence and operation of projects and public utility networks (pipelines, sewerage in general, etc.). It is noted that the responsibilities for correspondence and consultations that may be needed with the various Public Utilities all belong to the Contractor. All such actions will be done with the knowledge of the Supervising Authority.

The Contractor acknowledges that interference is expected from other Contractors of other projects and for this reason has taken into account these charges in the contractual prices of the offer and in the detailed construction program and that no such interference will be the basis for additional compensation to the Contractor. The Contractor shall cooperate with all other Contractors under the instructions of the Supervising Authority, and undertakes the obligation not to obstruct the execution of any other works or works of a public sector body, which may be affected by the works of the present assignment, to protect existing constructions from any damage or interruption of their operation and without reducing its liability to restore or contribute to the immediate restoration of damages or interruptions.

The Contractor must, in any case where he considers that a change in the plan of the approved design would be technically and economically beneficial to the project, to inform the Supervising and Contracting Authority, who may accept or reject the proposed change.

### **Article 3. Contractor's compliance with the contract and the orders of the Supervising Authority.**

The Contractor must comply with the provisions of the Special Conditions and other elements of the contract, as well as with the written orders of the Supervising and Contracting Authority. The Contractor has no obligation to comply with the orders given to him/her orally but only with the written orders or service notes of the Supervising Engineer certified by relevant documents of the Supervising Authority.

Exceptionally, in urgent cases, the Contracting and Supervising Authorities' order for amendments or additions may also be given orally at the site of the works. In this case, a relevant entry must be made in the project logbook. If such an order is given by the supervisor, he shall forthwith inform the Contracting Authority in writing of the issue of a proper order issued within three

working days of such written notification. If this order partially or totally alters the orders of the supervisor, the Contractor shall be compensated for the work he has carried out, in accordance with the order of the supervisor, until the order of the managing department is received.

#### **Article 4. Quality of Materials – Inspections**

The Contractor must procure at his own risk and expense all the materials and equipment that will be required for the execution of the project.

The receipt and quality control of the materials used in the construction of the project or incorporated in it, is done by the Supervising and Contracting Authority.

The materials must be of excellent quality and meet the terms of the respective applicable National Technical Specifications.

If during the implementation of the project, the Supervising Authority considers that the materials and equipment to be used do not meet the requirements of the specifications or are generally unsuitable, the Supervising Authority orders the non-use of the materials and equipment.

#### **Article 5. Inspections – Construction Test**

The Supervising Authority will proceed whenever is deemed appropriate and at the expense of the Contractor to inspections and tests of the structures, in order to ascertain, inter alia, their quality and effectiveness. The controls - tests are:

- Waterproofing of tanks and wells.
- Tightness of pipelines.
- Operation of gravitational networks
- Operation of pumps

#### **Article 6. Electro-mechanical and mechanical equipment**

The Contractor must procure at his own risk and expense all the electro-mechanical and mechanical equipment that will be required for the execution of the project. The equipment provided by the Contractor will be new and unused, in excellent working condition and will be maintained normally.

If, however, and at the absolute discretion of the Supervising Authority, the mechanical and other equipment introduced into the project are not deemed sufficient for the timely completion of the works, then the Contractor is obliged, within ten days from a written order of the Contracting Authority, to reinforce the existing on-site mechanical equipment, etc. in accordance with the instructions of the Supervising Authority.

#### **Article 7. Deadline for completion – Timetable – Indicative/exclusive partial deadlines – Detailed programme – Logbook – Progress of work – Penalties**

The Contractor within five (5) days from the signing of the Contract must submit to the Supervising Authority for approval a detailed program, showing the order of execution of the works. This plan will also be drawn up in the form of a project progress diagram (GANTT diagram) so that the sections and the time limits for completion of the project are clearly shown. This program must be returned to the contractor, approved or modified, partially or totally, within eight (8) days of its submission.

The Contractor must use each time adequate crew of technicians and workers and mechanical means of construction or work overtime on Sundays and holidays and train night crews, without

being entitled for this reason to additional compensation, if this is deemed necessary to ensure the execution of the works in accordance with their above progress program.

The Supervising and/or Contracting Authority, if it considers that the rate of progress of the works is not satisfactory and in accordance with the work schedule, may require the Contractor to increase the number of his crew, overtime on working days and the number of machines and generally to take all measures necessary to accelerate the progress of the works. The Contractor must comply with the relevant orders of the Supervising and Contracting Authorities, without additional compensation.

The non-compliance of the Contractor with the above orders and the proven unjustified delay in the execution of the works according to the above program, gives the Contracting Authority the right to terminate the contract and deprive the Contractor of the right to continue the project. The non-exercise of the above rights of the Contracting Authority does not release the Contractor from any obligation arising from the contract.

The Contractor must keep a detailed logbook of works and weather conditions. The logbook should be filled in daily and should be indicated in a concise manner, in particular:

- i. General weather conditions, while harsh conditions need to be registered indicating the time of occurrence and duration, if possible.
- ii. Location and description of operations. Indication of the work for which there is no progress or is not being carried out, and the reasons for this.
- iii. Time of start and end of critical tasks within the day.
- iv. Arrivals and departures of main equipment.
- v. The materials presented and the operations carried out.
- vi. Delays, difficulties, accidents, damage, abnormal circumstances causing delays, the time for temporary suspension or resumption of work.
- vii. Emergencies
- viii. Any other relevant information relating to the project.

#### **Article 8. Excavations – Backfillings – Demolitions**

The excavation of trenches and shafts for the installation of pipelines and the execution of technical works shall be carried out in accordance with the execution plans (certified by the Supervision Authority) and the on-site instructions of the Supervision. The depths and widths of the excavation bottom where the implementation of the drawings of the approved design is not possible, shall be determined by the Supervisor according to the specific local conditions.

Excavations other than those specified in the plans or by the Supervising Authority are not recognized without its prior written order, nor are other works carried out due to additional excavation (backfilling, pavement restorations, etc.) recognized. The Contractor must propose to the Supervising Authority the modifications which, in his/her opinion, are required.

The excavated products shall be temporarily placed on the lower than the cross-section side so as not to be carried away by water towards the trench / shafts. The excavation of ditches / shafts and subsequent works up to and including their refilling, if necessary, must be carried out at the fastest possible pace, especially in areas with heavy traffic, so as not to maintain for long the irregularities caused to pedestrian traffic, cars, etc. by the existence of the ditch, soil, etc. It is particularly emphasized that the Contractor is obliged not to leave a part of a trench/shaft of any

length in which the works will not have been completed (from excavation to its refill), unless specified otherwise.

The Contractor must ascertain the possible existence of obstacles before excavations begin, gathering the required information from the competent Services, in order to avoid damages and accidents. Care will be taken not to damage underground cables, water supply networks, etc. Where residential water pipes meet, they must be properly supported and protected. Passage next to poles will be treated with complete and safe special support of the side of the trench / shaft at the necessary length and depth, with the appropriate safety measures each time. Unforeseen obstacles will be dealt with according to the specific circumstances.

#### **Article 9. Removal of waste materials**

Excavation products and generally any kind of useless materials coming from demolitions, constructions related to road surface restorations, etc., will be removed without delay. Waste materials will be removed, even partially, in order to limit as much as possible, the period of existence of the anomaly that comes from it. Materials that need to be removed are:

The removal of excess excavated products must be carried out by the Contractor without objection and regardless of whether the quantity is large or small. The places where these materials are deposited shall be approved each time by the competent authority. The cost of removal shall be included in the excavation price.

#### **Article 10. Improper construction of works - Defects**

If, during the construction of the works until final acceptance, any work shows defects which are not rectified by the Contractor, an order from the Supervising and Contracting Authorities will be notified to him/her. The order shall specify the defects, determine whether they are substantial, insignificant or dangerous and set a reasonable time limit for their rectification. Restoration may include the removal of defective works and their reconstruction, if necessary. If the defect is not substantial and its rectification requires disproportionate costs, the order shall set a percentage reduction in the contractor's remuneration for the corresponding works. In the latter case, the order may also include the execution of certain operations to limit the defect.

If the defect is discovered at the time of acceptance of the works, the provisions of the respective law shall apply, and the rectification of the defects shall be established by the Contracting Authority.

The Contractor is declared void from the contract when his/her works are systematically poorly crafted or the materials he uses do not meet the specifications.

#### **Article 11. Health and Safety**

The Contractor is obliged to execute the works in a safe manner for his staff, or the staff of the project operator, or any third party, in order to eliminate or minimize the risks of accidents or occupational diseases during the construction phase of the project and in accordance with the Laws, Decrees, Police and other provisions and instructions of the Supervision Authority, concerning the health and safety of workers. Indicatively, and not restrictively, the following are mentioned:

- The Presidential Decree of 22-12-33 (Government Gazette 406 A/33) and its amendment by Presidential Decree 17/78 "On the safety of workers and employees of employees on portable ladders"

- Presidential Decree 447/75 (Government Gazette 142 A/75) "On the safety of employees engaged in construction work".
- Law 495/76 (Government Gazette 337A/76) "On weapons and explosives".
- Presidential Decree 778/80 (Government Gazette 193A/80) "On safety measures during the execution of building works".
- Presidential Decree 1073/81 (Government Gazette 260A/81) "On safety measures during the execution of works on building sites and all kinds of works under the responsibility of Civil Engineers".
- Law 1430/84 (Government Gazette 49A/84) "Sanctions of the International Labour Convention concerning safety provisions in construction, industry, etc.".
- Law 1568/85 (Government Gazette 177A/18.10.85) "On the health and safety of workers".
- Presidential Decree 294/88 (Government Gazette 138A/88) "Minimum employment time of safety technician and occupational doctor".
- Presidential Decree 395/94 (Government Gazette 220A/94) "Minimum Safety and Health Requirements for the use of work equipment by workers at work, in compliance with Directive 89/655/EEC".
- Presidential Decree 396/94 (Government Gazette 220/94) "Minimum safety and health requirements for the use by workers of personal protective equipment at work, in compliance with Directive 89/656/EEC".
- Presidential Decree 397/94 (Government Gazette 221A/94) "Minimum health and safety requirements for the manual handling of loads, where there is a particular risk of back injury, in compliance with Directive 90/269/EEC".
- Presidential Decree 399/94 (Government Gazette 221 A'/94) "Protection of workers from the risks related to exposure to carcinogens at work, in compliance with Directive 90/340/EEC".
- Presidential Decree 105/95 (Government Gazette 67A/95) "Minimum requirements for safety and/or health signs at work, in compliance with Directive 92/58/EEC".
- Presidential Decree 16/96 (Government Gazette 10A/96) "Minimum health and safety requirements in the workplace, in compliance with Directive 89/654/EEC".
- Presidential Decree 17/96 (Government Gazette 11A/96) "Implementation of measures to promote the improvement of health and safety of workers, in compliance with Directive 89/391/EEC and 91/383/EEC".
- Presidential Decree 305/96 (Government Gazette 212A/96) "Minimum requirements to be applied at temporary or mobile construction sites", in compliance with Directive 92/57/EEC.

Regarding the adoption of safety measures, the Contractor is obliged to carry out under his/her responsibility any relevant study (static study of scaffolding, study of temporary marking of works, etc.) and to take all relevant measures. The Contractor bears full and exclusive responsibility for any damage caused to anyone by the breach of the above obligations, being liable, among others, for the payment of the relevant compensations. The Contractor must take protective measures, in accordance with the current legislation during the design and construction phase of the project. The Contractor of the project must insure to the insurance service as provided by law all the staff he will employ.

The Contractor is solely responsible for the observance of all provisions and regulations relating to the execution of the project and the provision of work, is responsible for any violation and is therefore charged with the payment of fines, compensation and any other amounts imputed to him/her.

**Article 12. Storage of materials, works, and existing structures**

The Contractor must keep at his/her own risk and expense the supplies and materials in his possession (equipment, pipes, special pieces, and other components) intended for the execution of the project. The Contractor will be responsible for any loss or breakage or damage thereof and has the obligation to replace them.

All claims of the Contracting Authority for the safekeeping of its property will be executed by the Contractor without any special compensation. If the Contracting / Supervising Authority finds that the Contractor does not adequately protect materials, machinery, supplies or works performed, then this property may be protected by the former, with the cost of safekeeping to be borne by the Contractor, and will be deducted from what he is entitled to receive.

**Article 13. Protection of vegetation – environment**

The Contractor has the obligation to take measures to protect the environment. He/she must comply with the applicable environmental legislation.

The Contractor protects the vegetation of the area where the project is executed and is responsible for any felling of trees, shrubs and destruction of a plantation that would not be necessary for the execution of the project. In case of damage or destruction to elements of the natural environment, which are not provided for in the approved design of the project (or by any modifications approved by the Supervising Authority), the Contractor, regardless of any responsibilities that may arise for him/her, is obliged to restore the existing works or the natural environment to the state it was in before its installation, at his/her expense, without being entitled to any financial compensation or extension of the deadline.

Violation in the fulfillment of obligations such as lack of proper protection of the environment, failure to protect the public, delay in repairing damage to other public works or public property impose on the contractor the sanctions of the respective laws.

**Article 14. Damage to the project - Damage from force majeure**

Until final acceptance, the Contractor bears the risk of damage from any cause. The Contractor is obliged to correct within a reasonable deadline the defects of the project, which will be detected during construction and until final acceptance. If the defect is not substantial and its correction requires disproportionate costs, a relative reduction of the contractor's consideration shall be made.

The Contractor is not entitled to any compensation from the Contracting Authority for any damage caused to the works, for any damage or loss of materials and generally for any damage due to negligence, carelessness or unpretentiousness of him/her or his/her staff or to non-use of appropriate means or to any other cause, except in cases of force majeure. The Contractor is obliged to repair the damages borne by him/her at his own expense.

In case of damage caused by force majeure to the works carried out or to the materials located on the construction site, the Contractor has the right, by reporting to the Supervising Authority,

submitted within ten days from the occurrence of the damage, to indicate the time when the damage occurred, the cause, the type, the extent and cost necessary to remedy it.

#### **Article 15. Use the project before completion**

The Technical Service of Tanagra Municipality, which will receive the project as a donation from GWP-Med, has the right to take possession or use any part of the work that has been partially or totally completed, only after its administrative acceptance (partial) in accordance.

If such possession or use delays the progress of the work, then the Contractor grants a corresponding extension of the deadline for completion of the work.

If the use of the project by the Technical Service of Tanagra Municipality before its completion entails additional costs for the Contractor, then the Technical Service of Tanagra Municipality shall pay these costs which must be fully justified.

Works for the restoration of damages due to the use of a work delivered to use before its acceptance in accordance with the provisions hereof, shall be carried out only after a written order of the Contracting Authority.

#### **Article 16. Measurements – Hidden Works**

At the end of each deliverable, the Contractor prepares measurements in distinct parts of the project for the works executed in the previous period. The measurement shall include for each operation a brief description of the operation with an indication of the corresponding article of the invoice or the protocols for regulating unit rates of new work performed and the necessary measurement drawings, data, and diagrams for this purpose, based on direct measurement data of operations or protocols of hidden operations.

The measurements, accompanied by the necessary measurement data and drawings, in electronic form, shall be submitted by the Contractor to the Supervising Authority for inspection no later than ten days (10) after the end of the period following their execution, after being signed by him with the indication "as prepared by the Contractor". which ends with the approval decision of the latter.

The Supervising Authority, within five (5) days from the submission of the measurements by the Contractor, has the obligation to check and correct the calculations, approve the measurements and notify the contractor of the measurements that have been checked and corrected. The Contractor, if he does not accept the corrections, may exercise the prescribed right of objection. If the submitted measurements show deficiencies that make it impossible to check or correct them, the Supervising Authority returns the measurements to the Contractor within the above five (5) day deadline and invites him to remedy the specific deficiencies. The Contractor is obliged within five (5) days resubmit the measurements by completing all the information requested in the invitation. After resubmission of the measurements, the Supervising Authority may not return them again to the Contractor for completion but is obliged within ten (10) days to check, correct, approve, and notify them to the contractor. The measurements, if they are not returned approved or corrected or for completion within the above period or if, after their resubmission, they are not checked, corrected, approved and notified to the Contractor within the above deadline, are considered automatically approved, only in the sense that they can be included by the Contractor in a subsequent account.

In the case of works, the quantitative verification of which is not possible in the final form of the project (hidden works), such as works that are to be overlapped by others and are not finally

visible, quantities received by weighing or the like, the Contractor is obliged to invite the Supervising Authority for the Receipt of Hidden Works, in order to proceed jointly with the counting or weighing and to draw up a protocol of receipt of hidden works or a weighing protocol respectively. This protocol, signed by the contractor and the supervisor, shall be a prerequisite for the certification of the work concerned. The invitation of the Contractor to the Supervising Authority must be made for the joint weighing at least one (1) working day before it, and for the receipt of the field data at least five (5) working days before they are carried out. Failure by the designated bodies to respond to the invitation may constitute grounds for default on the part of the developer and shall result in disciplinary action against those responsible. The protocol of receipt of works must accompany the measurement of the relevant works, has no enforceable administrative character, and is not challenged independently except together with the challenge to the approval act of the measurement.

One (1) month at the latest after the certified completion of the project, the Contractor is obliged to submit to the Supervising Authority individual measurements that are missing and the "final measurement", i.e. a final summary table summarizing the quantities of all partial measurements and the protocols of the paragraph of receipt of hidden works. If these have been checked by the Supervising Authority, the quantities shall be entered as corrected, even if objections by the contractor or requests for treatment are pending. Such inclusion in the final measurement shall not constitute a waiver by the contractor of such lawfully filed applications or objections, nor shall it entitle him to submit new ones. For individual measurements which have not yet been checked by the department, the measurement quantities as drawn up by the Contractor prior to the department's inspection shall be recorded. The final measurement shall be signed by the Contractor with the words 'as drawn up by the Contractor'. The Supervising Authority is obliged to proceed with the audit of the final measurement within one (1) month from its submission and to notify the Contractor of the audited and corrected measurement.

If no final measurement is submitted by the Contractor, no later than one month after the notification to him/her of the certificate of completion of the works, a special penalty of two thousandths (2‰) of the total amount paid to the contractor until then for the whole contract shall be imposed on him, for each completed month of delay. The penalty is imposed by decision of the managing department and for a maximum of six (6) months of delay. Irrespective of the imposition of the penalty clause and after the expiry of the period of its imposition, the final measurement is drawn up by the department that may use private technicians and workshops for this purpose, charging the relevant cost at the expense of the contractor. The final measurement thus drawn up shall be communicated to the Contractor.

#### **Article 17. Completion of works – Delivery**

The completion of the assigned works will be certified to the Contracting Authority by the Technical Service of Tanagra Municipality, as the Supervising Authority of the project, in compliance with its internal procedures. The Contracting Authority will receive the final invoice from the Contractor, the works are transferred automatically to the Contracting Authority until its donation to the Technical Service of Tanagra Municipality.