

## **ANNEX 2 – OBLIGATIONS**

### **I. GENERAL OBLIGATIONS**

#### **Article 1: Applicable Laws:**

The project shall be executed in accordance with the following legislative provisions:

- Law 4412/2016 "Public contracts for works, supplies and services (adaptation to Directives 2014/24/EU and 2014/25/EU)" (Government Gazette 147 A/08.08.2016),
- Law 1642/1986 on Value Added Tax (VAT) (Government Gazette 25 A/1986),
- Law 2362/1995 "Public Accounting" (Government Gazette 247 A/1995),
- Article 27 of Law 2166/1993, concerning the 6‰ withholding for TSMEDE (Engineering and Public Works Contractors' Pension Fund) (Government Gazette 137 A/24.08.1993),
- Law 3852/2010 "New Architecture of Local Government and Decentralized Administration – Kallikratis Program" (Government Gazette 87 A/07.06.2010), and specifically Articles 100 and 278, as amended and supplemented by Law 4071/2012 (Government Gazette 85 A/11.04.2012).

#### **Article 2: Circulars – Specifications**

During the execution of the project, the instructions provided in the relevant circulars issued by the Ministry for the Environment, Physical Planning and Public Works (Y.PE.XO.D.E.) and the Ministry of the Interior, Public Administration and Decentralization (Y.P.ES.D.D.A.) shall be followed. The applicable technical specifications relevant to the type of project, as issued by the aforementioned ministries, shall be implemented as referenced in the Special Terms of Contract or in the Bill of Quantities.

#### **Article 3: Content of the Prices in the Bill of Quantities / Financial Offer**

The prices refer to units of completed work. The contractor is not entitled to any other payment or compensation for the full and proper execution of each task. Thus, all prices in the bill of quantities / financial offer include:

- a) The operating costs of machinery required for executing each task, including rents, necessary fuel and lubricants, costs due to downtime for any reason, expenses for receiving, transporting to site, and returning the machinery, installation costs, and their insurance.
- b) Expenses for the personnel of the crews and mechanical equipment (foremen, machine operators, drivers, mechanics, skilled and unskilled laborers) covering wages, downtime, insurance, holiday hours, extraordinary monetary benefits, etc.
- c) The cost of materials required for every type of work, including loading, unloading, and transportation by any means from the place of production or supply to the worksite.
- d) Expenses for any kind of insurance for the materials and compensation for temporary occupation of land for their transport or storage.
- e) Expenses for depreciation, storage, and guarding of tools, machinery, and materials.
- f) Generally, any cost not specifically named but necessary for the full and proper execution of the work defined by the price in the bill of quantities.

No claim or dispute may be subsequently raised regarding quantities, transportation distances of materials, productivity of laborers, or prices of wages and materials after the contractor has participated in the tender.

#### **Article 4: Contractor's Overhead and Profit Percentage**

The contractor's overhead and profit percentage is applied on the value of the unit prices of the executed works, and includes:

- a) Salaries and all kinds of compensations, insurances, and travel expenses of the contractor's administrative and technical staff.
- b) Expenses for medical care of the contractor's personnel in general and expenses for the proper operation of the construction site facilities (water supply, heating, etc.).
- c) Expenses for participation in the tender, contract, installation, execution, and acceptance of the works.
- d) All kinds of taxes, fees, guarantee expenses, interest on working capital, and other types of charges.
- e) Expenses for implementing approved layouts, material testing, and tests in general for delivering the works in proper operational condition.
- f) Expenses for insurance or compensation of accidents involving the contractor's personnel and all kinds of compensation to third parties.
- g) Expenses for cleaning the works and the construction site and disposing of materials in locations permitted by the police.
- h) Any other expenses not specifically mentioned but necessary for the correct, skillful, and contract-compliant execution of the works, or required for the proper settlement of the works from all aspects in accordance with the applicable regulations, as well as any kinds of doubtful expenses.
- i) The contractor's profit.

#### **Article 5: Material Quality – Material Inspection – Samples**

Materials must be of excellent quality and comply with the terms of the respective technical specifications.

Material samples must be submitted for approval prior to use. Materials and other items used without approval will be rejected if found unsuitable. The necessary samples and descriptive data shall be delivered in due time before use and will be examined by the Supervising Authority. If required, samples will be sent for testing to an appropriate state materials testing laboratory. For this purpose, samples shall be properly packaged and labeled with the contractor's name, along with a statement that the materials to be used correspond to the submitted sample. Additionally, the type of inspection to which the materials will be subjected shall be indicated.

#### **Article 6: Material Proportions**

The material proportions specified in the bill of quantities and the terms of contract shall be applied precisely and carefully. Sand and sand-gravel must be sieved and measured using boxes of specified dimensions to ensure correct proportions.

#### **Article 7: Mechanical Equipment**

If mechanical equipment is required for the project, it shall be specified each time in the special terms of contract. This equipment shall either be provided by the contractor or secured at the contractor's own care and expense. The Supervising Authority assumes no obligation or responsibility for the provision or use of such equipment.

#### **Article 8: Accidents and Damages**

Contractors executing work within areas covered by I.K.A. (Social Insurance Institute) are obligated to ensure their personnel. In cases where work is carried out outside I.K.A.'s insurance zones, contractors are still required to continue the insurance of personnel already insured under I.K.A., provided their insurance status has not been interrupted. The remaining personnel must also be insured with an insurance company recognized by the State.

The total cost of the insurance premiums—i.e., both the employer's and the employee's contributions—shall be borne by the contractor.

Under no circumstances shall the Contracting Authority be burdened with compensation for accidents involving the contractor's personnel, nor with compensation for damage caused by the contractor's personnel or transportation means to third-party property, or to work belonging to the State, municipalities, communities, or any kind of public utility projects.

#### **Article 9: Taxes, Fees, and Deductions**

The contractor shall bear all taxes, fees, deductions, and any other lawful charges in effect at the time the obligation for their payment arises.

#### **Article 10: Project Conditions**

The contractor submitting the lowest bid is considered to have taken into account, when preparing their offer, the general and local conditions of the project, namely: the location of the project and its components, all necessary means of transportation, the disposal, management, and storage of materials, the condition of roads, the need to construct access roads, the availability of labor, water, and electricity, weather conditions, the condition of watercourses, and any other specific or general local conditions or issues that may arise and in any way affect the cost of the works. The contractor is also considered to have acknowledged that the works will be executed in accordance with the contract, which they are obligated to comply with.

#### **Article 11: Safeguarding of Materials, Works, Other Constructions and Equipment – Protection of Vegetation**

- a) The contractor shall safeguard and maintain in good condition all materials and equipment in their possession, as well as the works under execution. Relevant instructions issued by the Supervising Authority must be carried out by the contractor; otherwise, the Contracting Authority shall take the necessary safeguarding, protection, or maintenance measures and charge the costs to the contractor.
- b) The contractor is obliged to take appropriate measures to safeguard and protect all types of public utility works located near or carried out in the vicinity of the project, in order to prevent damage or interruption of their operation. Any damage caused due to the

contractor's negligence must be immediately repaired by the contractor; otherwise, the Contracting Authority shall undertake the repair at the contractor's expense and on their behalf.

- c) The contractor shall protect and safeguard the existing vegetation and cultivated land in the project area and shall be liable for any cutting of trees or shrubs and destruction of plantations that are not necessary for the execution of the works.
- d) The contractor is obliged to protect the environment from pollution and to take care to restore any environmental damage resulting from negligence or failure to take necessary measures during the execution of the works.

#### **Article 12: Accident Prevention – Health and Traffic Safety Measures**

The contractor, independently and regardless of the obligations and responsibilities stipulated by law, shall take measures for the prevention of accidents involving their own personnel and any third party, as well as for the provision of first aid to them. Earth excavations shall always be supported, and in general, excavations in inhabited areas shall additionally be marked with lights at night. Instructions issued by the Supervising Authority regarding traffic safety shall be implemented under the responsibility and at the expense of the contractor. The contractor shall maintain the necessary medical supplies for first aid on site.

#### **Article 13: Administrative Acceptance for Use**

For the project or an independent section thereof to be delivered for use, an "Administrative Acceptance for Use" is required. This acceptance is conducted through written communication by the Supervising Authority, the contractor and the Contracting Authority.

The "Administrative Acceptance for Use" referred to in the previous paragraph is carried out immediately after the completion of the works of the project or of its independent sections, if this is provided for in the contract. If no such provision exists, the "Administrative Acceptance for Use" may be conducted following a decision of the Supervising Authority.

The "Administrative Acceptance for Use" does not substitute for the temporary and final acceptance of the project.

#### **Article 14: Topographic Works – On-Site Layouts**

Any work deemed necessary by the Contracting and Supervising Authorities for the implementation of the approved layouts on the ground shall be carried out under the contractor's responsibility and at the contractor's expense, following instructions from the Supervising Authority, which shall verify accuracy in accordance with regulations. The costs for such work, including materials, technical equipment, and personnel, shall be borne by the contractor.

#### **Article 15: Expropriations**

The expropriations that may be required for the execution of the works shall be carried out by the Supervising Authority in accordance with applicable provisions. In the event of a delay in the completion of the project due to expropriations, and not due to fault on the part of the contractor, the Contracting Authority shall only be obliged to grant a corresponding extension of the deadline. No other liability or obligation for compensation toward the contractor shall be assumed by the Contracting Authority.

### **Article 16: Deductions**

The contractor is subject to all legal deductions in accordance with the applicable legislation.

## **II. SPECIFIC OBLIGATIONS**

### **Article 1: Applicable Regulations**

For this project (its design and construction), the following regulations apply:

- The Concrete Technology Regulation (CTR-2016), approved by Decision No. 3328/12.5.2016 of the Minister of Infrastructure, Transport and Networks (Government Gazette 1511/B'/2.6.2016).
- The Greek Reinforced Concrete Regulation (G.R.C.R. 2000), as currently in force.
- The Greek Seismic Code (GSC 2000), as described in Government Gazette 1154/B'/12.8.2003 of the Deputy Minister of Environment, Physical Planning and Public Works (Υ.ΠΕ.ΧΩ.Δ.Ε.).
- The Regulation on Reinforcement Steel Technology for Concrete (RRSTC) – Government Gazette 381/B'/24.3.2000, effective as of 14.6.2000.
- The General Building Regulation (G.B.C.), the Building Code, and zoning decrees for both in-plan and out-of-plan development.
- Presidential Decree 778/1980 (Government Gazette 193/A'/1980) on safety measures during the execution of construction works.
- Presidential Decree 447/1975 (Government Gazette 142/A'/1975) on the safety of employees engaged in construction work.
- Presidential Decree 1073/1981 (Government Gazette 260/A'/1981) on safety measures during construction site activities.
- Law 1430/1984 (Government Gazette 49/A'/1984), ratifying the international labor convention concerning safety regulations in construction, industry, etc.
- Law 1568/1985 (Government Gazette 177/A'/1985) on the hygiene and safety of workers.
- Presidential Decree 305/1996 (Government Gazette 21/A'/1996) setting minimum safety and health standards for temporary or mobile construction sites, in compliance with Directive 92/57/EEC.
- Decision No. 433/19.09.2000 (Government Gazette 1176/B'/22.09.2000) of the Ministry of Environment, Physical Planning and Public Works establishing the Safety and Health File (S.H.F.) as a mandatory element for both provisional and final acceptance of any public project.
- Regulations concerning building installations and thermal insulation.
- Provisions of the Public Power Corporation (P.P.C.).
- Local restrictions (e.g., by Archaeological or Forestry Services, proximity to power lines and columns of P.P.C., etc.).
- Circular E23/31.08.2001 regarding the regulation of public works quality assurance, etc.

### **Article 2: Performance Guarantees**

The awarded contractor agrees to submit to the Contracting Authority one Performance Guarantee accounting to 5% of the contract value (excluding VAT).

The Performance Guarantee shall cover comprehensively and on a non-discriminatory basis the application of all the terms of the contract and any claim by the contracting authority or the client against the awarded contractor.

The successful contractor shall, within ten (10) calendar days of receipt of the contract, sign and date the contract and return it together with a copy of the Performance Guarantee. Any Performance Guarantee issuance expenses bear's the successful participant.

The Performance Guarantee shall be released after the completion of three (3) months from the written acceptance of the works performed by the Municipal Company for Water and Sewerage. The Contracting Authority will issue no payment to the Contractor until the Performance Guarantee has been submitted.

Guarantee letters must be issued by credit institutions that legally operate in the Member States of the European Union or the European Economic Area, or in the Member States of the Government Procurement Agreement (GPA) of the World Trade Organization, ratified by Law 2513/1997 (Government Gazette A' 139), and which are authorized to do so under applicable regulations.

They may also be issued by the Unified Fund for the Self-Employed – Engineers and Public Works Contractors Insurance Fund (E.T.A.A. – T.S.M.E.D.E.) or provided by a deposit slip from the Deposits and Loans Fund, with the corresponding amount of money deposited therein.

The guarantee letters may be issued, at the contractor's discretion, by one or more credit institutions, regardless of the total amount involved.

### **Article 3: Deadlines**

The project must have been completed by the 30<sup>th</sup> of April 2026.

The commencement of work by the contractor may not be delayed more than 20 days from the signing of the contract.

The order of execution of the works in fully completed sections shall be determined with the approval of the construction schedule of the project.

No extension of the deadline shall be granted to the contractor if they claim ignorance of:

- The local conditions in the area where the project is being carried out,
- The timeframe for the operation of material sourcing locations for the technical works (e.g., quarries) or borrowing materials for embankments (e.g., torrents, mines),
- The simultaneous use of material sources by this project and other contracts, or by any other contracts that may be active near the material sourcing locations,
- The condition of access roads to the material sourcing locations and the conditions for opening new roads,
- The climatic conditions prevailing in the area,
- The possibility of finding labor, machinery, etc.

An extension of the contractual deadline may be granted in cases of Force Majeure.

### **Article 4: Deadline Overrun – Penalty Clauses**

In the event that there are delays in the execution of the contract the awarded contractor is liable to a deduction of €100 per day, for every day of delay, including Sundays and public holidays, up

to a maximum of 10% of the contracted amount in case there are delays in the execution. In case of force majeure circumstances no penalties are imposed on the awarded contractor.

#### **Article 5: Study of Work Conditions**

By submitting their offer, the contractor accepts that they are fully informed of the nature and location of the project, as well as the general and local conditions for executing the work, particularly regarding all types of material supply sources, locations for the temporary or permanent disposal of demolition products, transport, handling, management, and storage of materials, the availability of skilled and unskilled labor, electricity, any existing water supply and sewerage networks in the area, existing traffic loads, the variability of weather conditions, the configuration and condition of the ground, and the quality and quantity of materials that may be encountered above or below the ground, etc.

Furthermore, by submitting their offer, the contractor accepts that they are fully aware of the type and availability of means of access and facilities before and during the progress of the works, and of any other matters that in any way may affect the work, its progress, or its cost, in combination with the terms of the contract.

The contractor also accepts that they have studied, with the intent to comply, the approved design diagrams as well as the contractual documents of the project, included in the project's study folder, and that these constitute the basis of the contract.

Failure by the contractor to inform themselves with all possible information relating to the terms of the contract does not exempt them from the responsibility of fully complying with it.

It is noted that difficulties may arise due to work being carried out in the project area by the employer or by other potential contractors, and the contractor is expected to take such difficulties into account when formulating their offer.

#### **Article 6: Schedule of Works**

The contractor will submit a Gantt Chart at the Offer Stage of the assignment.

The commencement of works by the contractor may not be delayed beyond twenty (20) days from the signing of the contract.

The contractor is required, at their own expense, to continuously monitor the implementation of the construction schedule and update it monthly in case of deviations, so that the overall project completion deadline is strictly met.

Compliance with the construction schedule, which constitutes one of the contractor's fundamental obligations, will be strictly and continuously monitored by the Supervising Authority. In the event of delays, the contractor may be declared in default, following a formal notice from the Contracting Authority.

The contractor may also be declared in default if they fail to comply with their obligations regarding the submission of the schedule, as provided in this article, meet their contractual obligations in general, or follow the written instructions of the Authority, as specified in the contract.

The Contractor is also obliged to promptly notify the Contracting Authority of any incident that may cause a delay or hinder the completion of the Project, and to inform the Authority of the corrective measures being taken to address or improve adverse conditions.

#### **Article 7: Project Management – Mechanical Equipment and Means**

When drafting the site organization chart the Contractor must also take into account the following:

- The contractor is obliged to procure and provide all necessary machinery, instruments, tools, transport means, facilities, and personnel as specified in the project's organization chart.
- In addition to the above, the contractor is required to provide the specialized personnel needed to complete the project on time.
- The contractor must appoint a licensed engineer of the appropriate specialty, holding a degree from a recognized institution in Greece or abroad, as their representative to manage the project. This engineer must have relevant experience with the type of works described in the project title. The appointed engineer must be available to the supervising authority at all times during the execution of the works. The Authority reserves the right to reject this engineer if they do not meet the required qualifications.
- If, despite the above, the mechanical equipment and other means brought to the site are, in the absolute judgment of the Supervising Authority, deemed insufficient to ensure timely completion, the contractor is obliged, within ten (10) days of receiving written instruction, to reinforce the existing site equipment in accordance with the Authority's directions. This may require amending the submitted site organization chart.
- If the contractor is a foreign entity, a translator must be included in the personnel. The foreign staff of the contractor must obtain the necessary residence and work permits for Greece. The Authority may assist the contractor in completing these formalities upon request. All other provisions apply as detailed in the terms of this document.

#### **Article 8: Selection of the Contractor's Personnel**

In addition to the provisions of Articles 136 (Project administration – supervision), 137 (default of the contracting authority), 138 (General obligations of the contractor), 139 (Site management by the contractor), and 140 (Obligations of joint venture members) of Law 4412/2016 regarding the contractor's personnel on site, the following conditions also apply. The contractor is obliged to comply with these when drafting and submitting the site organizational chart required by Article 145 of Law 4412/2016.

Upon signing the contract, the contractor shall declare to the Contracting and Supervising Authorities the appointment of a legal representative ("antiklitos") residing in the Prefecture of Achaia, authorized to receive notifications and documents. This declaration shall be accompanied by a written acceptance from the appointed representative, as well as the address of the contractor's central offices and the names of the designated staff present at those offices. Within thirty (30) days from the contract signature, the site office supervisor must take office. This person is to be appointed by the contractor and must be a qualified Civil or Surveying Engineer with at least 15 years of experience, specifically in hydraulic works.

To obtain approval for the proposed engineer, the contractor must submit detailed documentation and certificates demonstrating the engineer's qualifications and experience. The Contracting and Supervising Authorities reserve the discretionary right to reject the proposed engineer if deemed unqualified or unsuitable for the role.

The site supervisor must have excellent knowledge of the Greek language (spoken, read, and written). Otherwise, the permanent presence of a technical interpreter is required. The site



supervisor must be exclusively assigned to this project. In case of absence, a substitute engineer with similar qualifications, also approved by the Contracting and Supervising Authorities, must be appointed.

The site supervisor shall be fully authorized by notarial power of attorney to represent the contractor on all site matters, including receiving orders, instructions, notices, or remarks from the Contracting and Supervising Authorities on site, as well as signing all documents and records (e.g., inspections, measurements, site diaries, etc.).

The site supervisor is responsible for the proper, high-quality, and safe execution of the works, and for implementing all health and safety measures for both workers and third parties. For this reason, they must submit a declaration of acceptance of the appointment and its associated responsibilities to the Contracting and Supervising Authorities.

All personnel mentioned above are subject to the approval of the Contracting and Supervising Authorities, which also reserves the right to revoke any previously granted approvals and request their immediate replacement with another approved individual. Moreover, the Authorities may order the staffing of the site with additional personnel if deemed necessary. It is explicitly stated that the appointment of these individuals does not relieve the contractor from any responsibilities or obligations. The contractor remains solely and fully responsible toward the Authorities at all times.

If the contractor neglects or fails to meet the obligations of this article, the Authorities may, in addition to any other sanctions for breach of contract, impose a fine of up to twice the cost of the required but absent personnel, regardless of whether such personnel are permanent or temporary.

The presence of the personnel described in this article will be continuously monitored by the supervising authority. In case of systematic non-compliance, the superior authority will be notified.

The contractor is also required to submit to the supervising authority certificates from the relevant social insurance fund stating the insured period of the personnel employed.

#### **Article 9: Special Obligations of the Contractor for Overtime and Night Work – Work on Holidays and Festive Days**

The execution of overtime, night work, and work during holidays and public celebrations is permitted, provided it complies with the applicable national legislation. In the event such work is performed, the contractor shall not be entitled to claim any additional compensation. During the execution of such work, the contractor is obligated to obtain the necessary permits and to comply with all relevant laws and regulations governing such activities. If, in the opinion of the Contracting and Supervising Authorities, the execution of overtime, night work, or work on holidays is deemed necessary, the contractor shall be required to perform it without objection and without any special compensation.

In particular, with respect to overtime work, the Contracting and Supervising Authorities will support the contractor's request for approval if such work is deemed essential and if no other means are available to increase manpower. However, the Authorities cannot guarantee approval will be granted by the competent regulatory bodies.

If the contractor is unable to secure the required approval for overtime, this shall not constitute grounds for any extension of the contractual deadlines.

During the performance of night work, the contractor must provide, at their own expense, additional and adequate lighting to ensure the safety of both their personnel and the public. They must also provide appropriate means to ensure proper placement and inspection of materials and the overall effective execution of the works.

The contractor shall also take into consideration the applicable legislation concerning noise pollution and quiet hours in the project area when planning the works. During quiet hours and nighttime, no works causing significant noise should be carried out, and all necessary measures shall be taken to avoid noise pollution.

#### **Article 10: Specific Obligations of the Contractor**

The contractor is obliged, without additional payment:

- To ensure the issuance of any necessary permits from the Urban Planning Authority or the Municipality, if required,
- To oversee the implementation of the relevant approved studies,
- To provide the necessary instruments,
- To prepare, prior to the commencement of construction, a structural design for the structural works of the pumping stations and tanks of the project, and to obtain its approval by the Supervising Authority,
- To remove all waste materials from the construction site (scaffolding, packaging, etc.) once the work has been completed.

#### **Article 11: Ownership of Materials and Installations**

All temporary and auxiliary installations, machinery, devices, tools, and remaining materials brought by the contractor to the project site shall be used under the contractor's care and responsibility, provided they are suitable for the execution of the project and its schedule.

The removal of machinery foreseen by the project schedule shall not be allowed during the relevant work period. If machinery is removed prematurely, the contractor shall bear the consequences of not complying with the project timeline.

#### **Article 12: Quality of Materials**

The materials must be of excellent quality, in accordance with the specifications set forth by the Standard Technical Specifications (STS) of the Ministry of Infrastructure – Transport – Networks, and subject to the absolute approval of the Contracting Authority regarding their origin, dimensions, appearance, etc. These materials must be suitable for incorporation into the works, free from any harmful admixtures or defects that could compromise the durability or appearance of the project.

#### **Article 13: Quality of Workmanship – Defects**

The works shall be carried out in accordance with the applicable Standard Technical Specifications (STS), the description and conditions of the items in the Project's Bill of Quantities, the approved designs, best construction practices, and the instructions of the supervising authority.

If during the execution of the works it is found that they have been performed inadequately, poorly, or not in accordance with the above, Article 159 of Law 4412/2016 shall apply.

**Article 14: Increases or Decreases in Work Quantities – New Works**

The contractor is obliged to execute the project in accordance with the specifications and the accompanying documents and drawings, as stipulated in the provisions of Article 156 of Law 4412/2016, and additionally in compliance with Circulars 57/1995, 18/1996, and 34/1996 of the Ministry of Environment, Planning and Public Works regarding unforeseen expenses, as well as with the circulars issued for the implementation of the provisions codified into a single text by Law 3669/2008 (specifically Circulars E35/1994, E43/1995, E8/1995, E36/1994, E38/1996, E24/1997, E20204/2005, E36/2005, E20/2006, E30/2007).

In the event that works not included in the contractual bill of quantities are required, new unit prices shall be determined based on the approved standard price lists for the respective categories of works: building, road construction, hydraulic, port, and landscaping works, in accordance with Article 53, paragraph 7(z) of Law 4412/2016, as currently in force.

For types of work not included in the aforementioned standard price lists, any other approved price analysis issued by the Ministry of Infrastructure and Transport that includes such types of work shall be taken into account.

The basic wage rates, material prices, and machinery rental rates to be applied shall be those included in the Report of the Committee for the Determination of Public Works Prices in accordance with Article 153 of Law 4412/2016, for the period corresponding to the tendering date of the project.

**Article 15: Quality and Origin of Materials Supplied by the Contracting Authority**

The contractor is obliged to accept the materials provided by the Contracting and the Supervising Authorities for incorporation into the works, with their value deducted from the corresponding item of the project's bill of quantities, without any additional compensation.

**Article 16: Supervision**

The contractor is subject to the control of the Contracting and the Supervising Authorities. The contractor must allow free access to the Supervisor and all officials appointed by the Contracting Authority to supervise the project, including access to construction sites, quarries, warehouses, factories, etc. The same applies to any other individual to whom the Authorities grants approval. The contractor is obliged to comply with the written instructions of the respective Authorities that are given to ensure the proper, orderly, and high-quality execution of the project.

The fact that the Contracting Authority supervises the project does not exempt the Contractor from any responsibility arising from their contractual obligations or from applicable laws, regulations, etc., nor does it diminish their full and exclusive responsibilities and obligations as defined by the terms of the tender notice, this Special Terms Document (E.S.Y.), the technical specifications, and other tender documents.

The contractor is required to facilitate the supervision and the personnel of the supervising authority in the performance of inspections and other related tasks.

It is noted that the Authorities, and especially the Supervising Authority (and Project Owner / Beneficiary) may engage a technical consultant during the execution of the project. The contractor must facilitate the consultant in the performance of the duties assigned by the Authority. The same applies to the consultant's personnel.

**Article 17: Site Logbook – Measurement of Concealed Works**

The Contractor is required to maintain a daily site logbook in accordance with Article 146 of Law 4412/2016.

All concealed works of the project must be recorded in the Concealed Works Measurement Book, in accordance with Article 151, paragraph 3 of Law 4412/2016.

**Article 18: Project Acceptance – Warranty Period – Free Maintenance**

The contractor is obliged to maintain the works in excellent condition, free of charge, throughout the warranty period, and to repair at his own expense any deterioration resulting from use or other causes, except in cases of damage due to force majeure, as provided for in Article 157 of Law 4412/2016.

During the warranty period, the contractor shall bear the cost of restoring any part of the works he has constructed, provided that the damage or wear is due to poor workmanship as defined in the contract.

In the event that damage occurs due to force majeure during the warranty period, such damage shall be repaired by the Project Owner (also Supervising Authority), under whose jurisdiction the project falls, of a relevant damage assessment protocol prepared by a committee appointed by the said authority. The Authority may also instruct the contractor to carry out the necessary repairs, in which case the contractor shall be paid separately for this work at prices agreed upon. The warranty period, on the Contracting Authority's side, is set at three (3) months. The project Owner / Supervising Authority may request an extended period.

**Article 19: Project Signage – Photographs – Visual and Statistical Project Data**

The contractor is obliged to take, print, and submit to the Supervising and Contracting Authorities sufficient number of photographs showing the initial condition and various stages of the project's construction, as well as other visual documentation related to the project under execution. Furthermore, the contractor must keep, compile, print, and submit complete records of the project. All costs related to the above obligations shall be borne by the contractor and are included in the general expenses.

**Article 20: Advance Payments**

No advance payment is foreseen for this project.

**Article 21: Contractor's Responsibility**

The provisions of Law 4412/2016 shall apply. Additionally, it is clarified that the contractor is solely responsible for the implementation of the designs as well as for the quality and durability of the works. Any kind of inspection does not release the Contractor from this responsibility. In the event that a subcontractor is used to execute specialized works, the contractor remains solely and exclusively responsible for those works.

**Article 22: Preparation of the Project Register**

The contractor is obligated to prepare the Project Register of the new project, following the instructions and directives of the supervising authority. The Project Register shall be compiled and

submitted to the supervising authority. The cost of preparing the Project Register is borne by the contractor and is included in the general expenses.

The contractor is required to deliver the Project Register to the Supervising Authority, drafted in the Greek language, except for manuals from foreign manufacturers/suppliers, which may be in English. The Project Register must be submitted upon completion of the works. All documents comprising the Project Register must be numbered, organized in folders, and submitted both in hard copy and digital format, as specified at the end of this Article.

Specifically, the Project Register shall include, at a minimum:

- 1) Inventory Table, summarizing and coding all individual works and the installed equipment.
- 2) Document of elevation benchmarks and triangulation points (elevations, coordinates), including diagrams displaying their location.
- 3) Volume of any geotechnical investigations and studies prepared by the contractor.
- 4) Copies of all drawings used during the project execution, in standardized DIN sizes, with sequential numbering, including all amendments, revisions, corrections, and approvals. These drawings shall be accompanied by a volume containing detailed results of relevant tests and inspections. All drawings must be of "As-Built" construction level and marked as "AS BUILT".
- 5) Mapped positions of the contractor's work on the sewerage network, including information on the location, type, and cross-section of pipelines constructed or reconstructed, in EGSA '87 (Greek Geodetic Reference System 1987).
- 6) Color photographs from various phases of construction.

The submission of the Project Register, as described above, is a prerequisite for the provisional acceptance of the project. Failure to submit the Project Register shall result in the imposition of a penalty clause on the contractor.

### **Article 23: As-Built Drawings**

The contractor is obliged, upon completion of the works, and before provisional acceptance, to prepare at their own expense and deliver to the Contracting and Supervising Authorities two (2) printed copies and one digital disk (CD) containing the as-built construction drawings and installation plans. These shall be at a scale of 1:500 or 1:1000 for site plans and pipeline longitudinal sections, and 1:50 for building works, exactly as executed. The drawings must include detailed layout and implementation diagrams of the installations, as well as floor plans indicating the location, size, and interconnection of devices, machinery, the telephone network, etc. The above drawings shall be submitted both in printed and electronic form.

### **Article 24: Project Safety Measures – Site Security**

The contractor shall bear full penal and civil liability for any accident occurring to its own personnel, the personnel of the Supervising Authority, or any other third party, caused by failure to take the necessary safety measures, regardless of whether the project is being executed properly or not.

The contractor is obliged to guard and protect the project works and is responsible for any damage or deterioration that may occur for any reason, except for force majeure, even if the damage is caused by intentional or unintentional actions of people passing through or near the site. Any

such damage shall be repaired by the contractor at its own expense, with no right to claim compensation for the cost of restoration.

#### Health and Safety of Employees / Workers:

The contractor is required to perform all works in a safe manner and in accordance with all relevant laws, decrees, police regulations, and other applicable provisions and instructions of the Contracting and Supervising Authorities, regarding the health and safety of employees / workers. Indicatively, but not exhaustively, the following regulations are referenced:

- Presidential Decree (P.D.) of 22.12.1933 (Government Gazette 406 A'/1933), as amended by P.D. 17/78, regarding worker safety on portable ladders;
- P.D. 447/1975 (GG 142 A'/1975), on the safety of workers in construction activities;
- Law 495/1976 (GG 337 A'/1976), concerning weapons and explosives;
- P.D. 413/1977 (GG 128 A'/1977), on the purchase, transport, and use of explosives;
- P.D. 778/1980 (GG 193 A'/1980), on safety measures during building operations;
- P.D. 1073/1981 (GG 260 A'/1981), on safety measures during construction site activities and all types of civil engineering works;
- Law 1430/1984 (GG 49 A'/1984), ratifying the International Labour Convention on construction safety;
- Law 1568/1985 (GG 177 A'/18.10.1985), on the health and safety of workers;
- P.D. 294/1988 (GG 138 A'/1988), on the minimum required hours for safety technicians and occupational doctors;
- P.D. 225/1989 (GG 106 A'/1989), on the health and safety of workers in underground works.
- Ministerial Decision 3046/304/30.1.1989 (Government Gazette 59D'/1989) "Building Code" (especially Article 5, paragraph 4.2 on the use of explosives),
- P.D. 31/1990 (Gov. Gazette 11A'/1990) "Supervision of the operation, handling, and maintenance of machinery for technical works",
- P.D. 395/1994 (Gov. Gazette 220A'/1994) "Minimum Safety and Health requirements for the use of work equipment by workers during their work, in compliance with Directive 89/655/EEC",
- P.D. 396/1994 (Gov. Gazette 220A'/1994) "Minimum safety and health requirements for the use by workers of personal protective equipment during work, in compliance with Directive 89/656/EEC",
- P.D. 397/1994 (Gov. Gazette 221A'/1994) "Minimum health and safety requirements for the manual handling of loads where there is a particular risk of back or lumbar injury, in compliance with Directive 90/269/EEC",
- P.D. 398/1994 (Gov. Gazette 221A'/1994) "Minimum safety and health requirements for work with display screen equipment, in compliance with Directive 90/270/EEC",
- P.D. 399/1994 (Gov. Gazette 221A'/1994) "Protection of workers from the risks related to exposure to carcinogens at work, in compliance with Directive 90/394/EEC",
- P.D. 105/1995 (Gov. Gazette 67A'/1995) "Minimum requirements for safety and/or health signs at work, in compliance with Directive 92/58/EEC",
- P.D. 16/1996 (Gov. Gazette 10A'/1996) "Minimum health and safety requirements in workplaces, in compliance with Directive 89/654/EEC",

- P.D. 17/1996 (Gov. Gazette 11A'/1996) "Implementation of measures to improve the health and safety of workers, in compliance with Directives 89/391/EEC and 91/383/EEC",
- P.D. 305/1996 (Gov. Gazette 212A'/1996) "Minimum requirements applicable to temporary or mobile construction sites", in compliance with Directive 92/57/EEC,
- Technical Specification for Signage of Roadworks inside and outside populated areas (Gov. Gazette 946B'/2003).

Due to the importance of complying with safety measures, the following points are mentioned as indicative and not exhaustive:

- The contractor must provide all required personal protective equipment (PPE) to the labor force, supervising staff (including external consultants), and anyone else present at the worksite. Indicative PPE includes: safety helmets, safety boots, rubber galoshes, high-visibility fluorescent jackets (for winter), reflective vests (for summer), protective gloves, earplugs, protective eyewear and sunglasses, first aid kits (one for offices and one for each site vehicle), various types of masks, safety harnesses, SCBA breathing apparatus, etc.
- The contractor must ensure the placement of appropriate signs or visual signals for marking dangerous areas, as well as warning and advisory signs for both workers and visitors near or within the construction zone. The contractor must provide drinking water, sanitation and hygiene facilities, and ensure availability of first aid spaces and equipment at the workplace.

The contractor must take fire safety measures, including:

- Providing suitable firefighting equipment,
- Periodically clearing vegetation and removing flammable materials,
- Avoiding welding or open flame activities near flammable materials or storage areas unless necessary precautions are taken.

The contractor is required to comply with the approved Health & Safety Plan (HSP) and maintain the Health & Safety File (HSF) for the duration of the project, per P.D. 305/1996 and Directive 92/57/EEC.

In accordance with the respective Ministerial Decisions of the Deputy Minister of the Ministry of Environment, Spatial Planning and Public Works (Government Gazette 16B'/14.01.2003), the contractor is obligated to comply with the following for the prevention and management of occupational risk during the execution of public works:

#### Regulatory Requirements

The contractor is required to execute the project in a safe manner and in accordance with applicable laws, decrees, police regulations, and directives issued by the project owner, as conveyed through the Supervising Authority, concerning the safety and health of the workers.

#### Contractor's Obligation to Revise the Health & Safety Plan (HSP) and Health & Safety File (HSF)

The project's Health and Safety Coordinator is required to revise the Health and Safety Plan and File of the Study, to monitor the works in terms of health and safety issues, and to prepare the final Health and Safety File. The HSP shall be updated in line with the progress of the works, while

the HSF shall include any changes that occurred during execution. Consequently, the Health and Safety File is progressively completed and delivered upon project completion to the project owner, fully updated to reflect the actual as-built conditions of the project. In the event that the HSP and HSF were not delivered to the contractor along with the technical study, the contractor is obliged to prepare them at no cost to the State.

#### Contents of the Health and Safety Plan (HSP)

- General Information
- Type and intended use of the project
- Brief description of the project
- Exact address of the project
- Details of the project owner
- Details of the party responsible for drafting the HSP
- Information on existing public utility networks
- Information on access to the construction site and safe access to work area
- Arrangement of pedestrian and vehicle traffic within and around the construction site
- Definition of material storage areas and methods for disposal of waste
- Conditions for the disposal of hazardous materials
- Provision of hygiene, catering, and first aid facilities
- Design studies for scaffolding not covered by applicable regulations, e.g., special types of scaffolding, shoring of large excavations or embankments, and provisions for fall protection during work at height
- Tabulated record of work phases and sub-phases, based on the approved project schedule
- Tabulated identification of hazards, sources of hazards, and risk assessment for each work phase and sub-phase, with risk rating scale, e.g.: L = Low risk, M = Medium risk, H = High risk.
- In cases of simultaneous execution of multiple work phases, additional arising risks must be taken into account.
- Alternative work methods for risks that cannot be eliminated
- For residual occupational risks, specific preventive measures must be described, along with special measures for activities involving particular hazards (as listed in Annex II of Article 12 of Presidential Decree 305/1996)

#### Contents of the Health and Safety File (HSF)

##### A. General Information:

- Type and intended use of the project
- Exact address of the project
- Permit/license number
- Details of the project owner
- Details of the health and safety coordinator responsible for preparing the HSF

##### B. Project Record Data:

- Technical description of the project
- Design assumptions



- "As-built" drawings

C. Guidelines and useful information on health and safety issues which need to be considered during any potential future works throughout the lifecycle of the project (e.g., maintenance, modifications, cleaning, etc.). Indicatively, the guidelines refer to the safe execution methods for various types of work, the avoidance of risk associated with utility networks (water supply, electricity, gas, steam, etc.), fire protection measures, etc.

D. Operation and Maintenance Manual of the Project. This includes:

- Operating regulations for the project, such as all relevant information concerning user interaction with the facility, and basic informative brochures to be distributed to users so they are aware of proper use and what to do in case of emergencies.
- Operating instructions for the operation and management personnel, including guidelines on the use of both fixed and mobile equipment included in the specific contract, under normal and emergency conditions.
- Maintenance instructions, including specific guidance for the periodic maintenance of the project.

During the execution of the project, both the Health and Safety Plan (HSP) and the Health and Safety File (HSF) shall be kept on-site under the contractor's responsibility and be available to the relevant inspection authorities. The Supervising Authority is obligated to monitor the existence and implementation of the HSP and HSF. Upon project completion, the Health and Safety File shall accompany the project throughout its lifecycle and shall be stored under the responsibility of the project owner.

The cost for the preparation of the HSP and HSF, as well as any associated expenses required by the law for organizing the construction site, shall be borne by the contractor and must be accounted for in the contractor's bid.

#### **Article 25: Insurances**

When concluding its insurance contracts, the contractor is obliged to take into account and comply with the provisions of applicable legislation, as in force on the date the insurance contracts are signed. The contractor shall also be aware of and comply with the insurance legislation of the European Union and the relevant provisions of EU Directives. The contractor must adhere to the terms and conditions of the insurance policies. Specifically:

- The contractor is required to insure its labour and other personnel employed at the construction site with the primary and supplementary social insurance organizations in accordance with the respective regulations. If the personnel is not subject to those regulations, the contractor must insure them against accidents with state-recognized insurance companies.
- The contractor shall insure and maintain, throughout the period from the signing of the contract until the final acceptance of the project, civil liability insurance against third-party claims and property damage. This insurance shall cover any potential or contingent liabilities to protect the contractor against any claims arising from the execution of the works or those of its subcontractors.

- The insurance agreement must include a hold harmless clause, whereby the insurer agrees to indemnify and hold harmless, to the maximum extent permitted by law, the Contracting and Supervising Authorities, its representatives, the Supervising Engineers and their representatives. The insurance shall cover them against any damage, cost or fee arising from bodily injuries, property damage, damage to vehicles, machinery, special tools, including death, physical harm, emotional distress, and moral damage of affected parties, as well as damage to adjacent buildings and facilities occurring on site or related to the works under the contractor's contractual obligations, regardless of whether liability arises from the contractor's negligence, its representatives, employees, or subcontractors, or due to acts or omissions of either the project owners or the contractor or their appointees.

The following provisions must also be included in the contractor's civil liability and property damage insurance contract:

- The contract shall state that it may not be cancelled, terminated, modified, or altered by the insurer unless written notice is sent by registered mail to the insured party at least ten (10) days in advance. A copy of such notice shall also be sent to the Contracting and Supervising Authorities.
- A copy of this insurance contract must be delivered to the Contracting and Supervising Authorities upon signing the present contract.

This insurance shall also cover the contractor as a co-insured party for any damage to labour personnel or visitors, as well as any damage to third-party property.

The Contracting and Supervising Authorities have the right to withhold from the contractor's account any appropriate amounts, at its discretion, until the above insurance policies are submitted. The Contracting Authority also reserves the right to arrange this insurance itself for the entire duration or part of the project and to charge the cost to the contractor.

If at any time any of the aforementioned insurance contract is deemed unsatisfactory to the Contracting and Supervising Authorities, either in form or substance, or if the insurer is deemed unacceptable, the contractor shall promptly obtain a replacement insurance contract and submit it to the Authorities for approval before the expiration or termination of the previous one.

#### **Article 26: Laboratory Tests**

Regardless of the laboratory facilities and personnel of the Supervising Authority, the contractor is obliged, if requested by the Authority, to provide at his own care and expense the appropriate instruments, equipment, and personnel for conducting sampling and quality control tests.

The results of the tests in question must be submitted to the Authority within a short period following the completion of the laboratory control. If a certain period is required for the testing, the results must still be submitted promptly; otherwise, they shall not be taken into account.

All types of tests, with precise information on locations and types, shall be recorded in a dedicated table, which accompanies interim certifications and partial measurements, and constitutes an integral part thereof.

Independently from the laboratory tests and examinations carried out by the contractor, the Supervising Authority retains the right to take its own samples and perform laboratory examinations for an in-depth quality control of the works performed.

Any test or control concerning materials or works does not entitle the contractor to claim or request an extension of time, even if such tests require time to determine whether the material or work is acceptable or not.

#### **Article 27: Concrete**

During the execution of any type of concrete construction, the contractor is obliged to fully comply with the provisions of the Concrete Technology Regulation 2016, as currently in force.

The mixing of concrete materials shall be carried out exclusively with a mechanical mixer, with a capacity corresponding to an integer multiple of cement bags.

All costs related to testing and preliminary testing shall be borne entirely by the contractor. Likewise, the contractor shall bear all compensations specified in Chapter C of the Concrete Technology Regulation.

The compaction of concrete in all reinforced structural elements (as per Chapter D4 of the Regulation) shall be carried out using vibrators. The use of vibrators is not subject to additional compensation to the Contractor, as it is considered to be included in the unit prices of the contract and in the lump-sum payments of the project.

Also included among the uncompensated obligations of the contractor is the curing of concrete, as defined in Article 10 of the Concrete Technology Regulation.

To verify the compressive strength of the concrete, specimens shall be taken during placement, in accordance with Chapter G1 of the Regulation. The sampling and testing of specimens shall be carried out at the contractor's expense, under the supervision and instructions of the supervising authority (six test specimens per day, for each mix composition and for every 150 m<sup>3</sup> of concrete). Core sampling (carrots) from the completed concrete structures and their strength testing shall also be carried out at the contractor's expense, following a relevant order by the Authority.

To verify the workability (consistency, plasticity) of the concrete, a slump test shall be performed simultaneously with each strength specimen sampling, in accordance with Article 8 of the Concrete Technology Regulation. This sampling shall also be carried out at the contractor's expense and under the supervision's instructions and presence.

Beyond this scheduled testing, the supervising authority retains the right to perform slump tests on any batch or load of concrete. Therefore, the contractor is required to have an Abrams cone device readily available to the supervising authority without any claim for additional compensation.

If a reduction in the strength of a batch of concrete is observed, and is deemed non-critical, then the payment to the contractor shall be reduced by twice the percentage of the strength reduction compared to the design strength. In such cases, the new contractual strength shall be taken as the average of the tested strengths from the latest quality control testing of the affected batch.

#### **Article 28: Testing of Installations**

Should the Supervising Authority request it, the contractor is obligated, immediately upon the full completion of the installations, to perform, at their own means, with their own instruments and at their own expense (including the cost of fuel required for testing the central heating system, electricity consumption costs, etc.), all the required tests. These tests shall be repeated until the required results are fully and satisfactorily achieved. Upon completion of successful tests, a Test Protocol shall be prepared and signed by the supervising engineer and the contractor and shall be

included in the Provisional Acceptance Protocol. The tests shall be carried out in accordance with the applicable regulations.

Upon completion of the installations and prior to their acceptance, the contractor shall, without additional remuneration, prepare and submit to the supervising authority, in two (2) copies, complete and detailed operation, handling, and maintenance manuals for the installations executed by them. One set of these manuals will be filed in the supervision folder, and the other will be delivered to the Owner's archives.

The contractor is also obliged, prior to the handover of the installations, to train the Owner's personnel in the use and handling of the installations.

During the mandatory maintenance period, the contractor shall inspect the installations at regular intervals and maintain them in excellent condition, without any additional payment for this service.

In general, the mandatory maintenance obligations and warranty period are governed by the provisions of Article 171 of Law 4412/2016.

Should the contractor fail to remedy any fault or damage for which they are responsible, within the deadline set for that purpose, the Owner has the right to carry out the repair directly, at the expense and on behalf of the contractor.

For the assembly of machinery, the contractor is required to restrict themselves to the interior area of the building, as indicated by the supervising authority, and to take appropriate measures to ensure that the movement of labor or technical staff from other contractors inside the building is not obstructed.

#### **Article 29: Use of the Project or Part Thereof Prior to Completion**

The Contracting and Supervising (owner) Authorities are entitled, concurrently with the execution of the works, to use the entire project or a part of it, if, in their judgment, such use is feasible (administrative acceptance for use). Such use does not constitute acceptance of the project by the Contracting and Supervising (owner) Authorities, nor does it indicate that the project has been properly executed, and the Contracting and Supervising (owner) Authorities retain all rights to inspect and formally accept the project at the appropriate time, in accordance with applicable regulations and contractual terms. Furthermore, such use does not release the contractor from any responsibilities and obligations arising from the contract.

#### **Article 30: Connection to Utility Networks**

The contractor is obliged to ensure by all possible means that the building is supplied and connected to the networks of public utility organizations (Public Power Corporation, Hellenic Telecommunications Organization, Water Supply and Sewerage Company, etc.).

The cost of the above supplies and connections shall be borne by the Contracting Authority, who shall pay them either directly to the utility providers or to the contractor in the event that the latter has already made the payments in advance, provided that all relevant payment receipts and other legal documents are duly submitted.

#### **Article 31: Project Damages – Recognition of Compensation**

The contractor shall not be entitled to any compensation from the Contracting Authority of the project for any damage caused to the project, for any wear, loss of materials, or in general for any

harm suffered, which is due to negligence, carelessness, or incompetence on the part of the contractor or their personnel, or due to the non-use of appropriate means or for any other reason, except in cases of fault on the part of the project owner or force majeure.

The contractor is obliged to repair any damage for which they are liable at their own expense.

#### **Article 32: Final Cleaning of Construction Sites, Structures, and Installations**

The contractor is obliged, upon completion of the entire project, to remove and dispose of, at their own expense, all temporary installations as specified in a previous article of this Terms of Reference (ToR), waste, tools, scaffolding, machinery, surplus materials (useful or useless), temporary equipment installations, etc., and to deliver both the constructions and the surrounding areas of the construction site completely clean. The contractor must also carry out any necessary arrangements required for the delivery and proper operation of the project, in accordance with the provisions of this ToR, the terms of the contract, and the approved environmental terms of the project.

Furthermore, the contractor is obliged to dismantle and remove any protective structures that were required for the execution of the project (construction works and material production) or to prevent any type of damage, wear, accidents, etc., if the reason for their existence has, in the judgment of the Supervising Authority, ceased to apply.

If, within ten (10) days from a written notice by the Supervising Authority, the contractor does not begin and within a reasonable timeframe complete all of these tasks, they will be carried out at the contractor's expense and on their behalf, and the related cost will be deducted from their next payment. Additionally, a certificate of timely completion of the project or the relevant section thereof will not be issued.

#### **Article 33: Antiquities**

The contractor is obliged to notify the Supervising and Contracting Authorities if antiquities or any works of art are found during the construction of the works. In this case, the provisions on antiquities shall apply.