




**ATTIKO METPO A.E.**

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

**RFP-355/19 A.Σ. 82662**

**INVITATION TO TENDER  
BASED ON THE OPEN PROCEDURE  
VIA THE NATIONAL ELECTRONIC PROCUREMENT  
SYSTEM (ESIDIS)**

 <p>ΑΤΤΙΚΟ ΜΕΤΡΟ Α.Ε.</p>	<p><b>“GEOLOGICAL AND GEOTECHNICAL INVESTIGATIONS AND DESIGNS FOR THESSALONIKI METRO EXTENSION TO “MACEDONIA” AIRPORT”</b></p> <p><b>INVITATION TO TENDER</b></p>	<p><b>RFP-355/19 Α.Σ. 82662</b></p>
---	---	---

**INVITATION TO TENDER BASED ON THE OPEN PROCEDURE VIA THE NATIONAL ELECTRONIC PUBLIC PROCUREMENT SYSTEM (ESIDIS)**

**FOR THE SELECTION OF THE CONTRACTOR FOR THE EXECUTION OF SUPPORTING DESIGNS RELATED WORKS:**

**GEOLOGICAL AND GEOTECHNICAL INVESTIGATIONS AND DESIGNS FOR THESSALONIKI METRO EXTENSION TO “MACEDONIA” AIRPORT”**

**ΑΤΤΙΚΟ ΜΕΤΡΟ Σ.Α.**

**Announces**

**A Public International Electronic Tender based on the Open Procedure regarding the Selection of a Contractor in order to conclude a framework contract**

---

**INVITATION TO TENDER**

---

**TABLE OF CONTENTS**

**CHAPTER A**

- Article 1: Introduction - Awarding Authority Information
- Article 2: Provision of Tender Documents – Provision of clarifications
- Article 3: Electronic Submission of the Offer’s Folder
- Article 4: Electronic Unsealing and Evaluation of Offers Procedure - Invitation to Submit Back up Documentation for the Award – Awarding Procedure - Clarifications on the submitted documents - Preliminary Appeals / Provisional Court Protection
- Article 5: Annulment of the Tendering Process
- Article 6: Conclusion and signing of the framework contract / Signing of the individual contracts
- Article 7: Contractual documents at the stage of execution – Order of prevalence
- Article 8: Language of the Tender Procedure
- Article 9: Applicable legislation
- Article 10: Presumption ensuing from the participation in the tender procedure

**CHAPTER B**

- Article 11: Scope – Overall Pre-estimated Fee – Individual Contracts - Deadlines
- Article 12: Procedure for the selection of the Contractor of the framework contract – Criterion for the contract award
- Article 13: Offers – Offer Validity Period
- Article 14: Expiry of the Deadline for the electronic submission of the offers
- Article 15: Good Performance Guarantee
- Article 16: Contractor’s fee – Method of Payment
- Article 17: Publicity – Publication Expenses

**CHAPTER C**

- Article 18: Eligible to participate in the Tender
- Article 19: Reasons for disqualification of the economic operator
- Article 20: Selection Criteria related to the Professional and Technical Competence
- Article 21: Awarding Back-Up Documents - Qualitative Selection Documents
- Article 22: Content of the Participation Folder

**APPENDICES**

- 1. SAMPLE A1 Good Performance Letter of Guarantee, in Greek**
- 2. SAMPLE A2 Good Performance Letter of Guarantee, in English**
- 3. SAMPLE B1: List of specialized personnel**
- 4. SAMPLE B2: Detailed Curriculum Vitae**
- 5. SAMPLE B3: List of Soil/Rock Engineering Tests Laboratory (-ies)**
- 6. SAMPLE B4: List of Technical Equipment**
- 7. SAMPLE C1: GDPR Statement of Consent**

---

**INVITATION TO TENDER**

---

**CHAPTER A**

**ARTICLE 1 INTRODUCTION – AWARDING AUTHORITY INFORMATION**

**1.1** ATTIKO METRO A.E. (henceforth called AM) was established via Article First of Law 1955/91. AM purpose, which is determined via Article 2 of Law 1955/91, as this is amended through article 35 of L. 3202/03 and articles 121 and 145 of Law 4070/12 is the design, construction, running, operation and development of the Urban Railway Network of Attica and Thessaloniki Region and, in general, of the Electric Railway of Attica and Thessaloniki Region (with the exception of OSE Railway Network) as well as of the TRAMWAY network in whole Greece.

AM announces an international electronic Tender based on the open procedure and invites all interested economic operators to submit offers, in accordance with the stipulations of this Invitation to Tender and its associated documents for the selection of a Contractor for the conclusion of a contract based on a framework agreement entitled “GEOLOGICAL AND GEOTECHNICAL INVESTIGATIONS AND DESIGNS FOR THESSALONIKI METRO EXTENSION TO “MACEDONIA” AIRPORT”.

**1.2** The Awarding Authority, Owner of the Project and Employer for the Contract to be concluded is AM.

The **Administrative Authority** is the Body of AM that supervises the construction of the Project and is vested with the responsibilities determined by Law 4412/2016.

Title	ATTIKO METRO S.A.
Postal Address	191-193 Messogion Avenue,
City	Athens
Postal Code	11525
Contact Person	Aikaterini Saiti
Tel. No.	210 - 6792473
Fax No.	210-6726126
Geographical area of the agency (Nuts)	EL 30
Geographical area of the Contract execution	EL 522

**1.3** The Contract for the execution of the Project shall be concluded between AM and the Bidder who will be appointed as the Contractor further to the tender procedure.

**1.4** The CPV Code for the Contract is as follows:

71351000-3 “Geological, geophysical and other scientific investigation services”

---

**INVITATION TO TENDER**

---

71351100-4 “Core preparation and analysis services”

71322000-1 “Engineering design services for the construction of civil engineering works”

Geographical Area of the Contract execution is the Thessaloniki Prefecture (Nuts): EL 522

**ARTICLE 2 PROVISIONS OF TENDER DOCUMENTS – PROVISION OF CLARIFICATIONS**

**2.1** The Documents concerning the subject Electronic Tender shall be posted on ESIDIS web portal [www.promitheus.gov.gr](http://www.promitheus.gov.gr) and shall be as follows:

- a) European Single Procurement Document (ESPD)
- b) This Document entitled “Invitation to Tender”, along with its Appendices
- c) The Document entitled “Financial Offer Form”
- d) AM’s Design Price List
- e) The Document entitled “Conditions of Contract” (CC)
- f) The Document entitled “Technical Data”
- g) The document entitled Technical Specifications
- h) The Document entitled “Pre-estimated Fee”

**2.2** Moreover, the Tender Documents shall be posted on AM’s web page [www.ametro.gr](http://www.ametro.gr) and any information regarding the Tender shall be provided by Mrs. K. Saiti, Tel. No. 210-6792473, during working hours from 09.00 to 15:00h.

**2.3** Interested Parties are given the option, prior to the submission of Offers, to submit questions and request clarifications electronically regarding the tender documents at the web page for this specific tender, via ESIDIS web portal [www.promitheus.gov.gr](http://www.promitheus.gov.gr) by **29/05/2019, at 11:00**.

It is stressed that for submitting a request for the provision of supplementary information – clarifications, economic operators must be registered in the system; in other words, they must possess the required credentials for Login (username and password) granted to them. The electronic file containing the questions related text must bear a digital signature.

**2.4** AM shall collect all questions that will be submitted through the web page and shall proceed to the issuance of a Clarifications Document, which shall be posted on ESIDIS web site by **14/06/2019, at 11:00h** at the latest. It is stressed that responses shall be provided only to those questions that have been submitted electronically.

It is stressed that any supplementary information regarding the Tender documents, as well as AM’s written clarifications on questions filed by the interested parties concerning the Tender Documents and procedure shall be all posted at the same time on AM’s web page [www.ametro.gr](http://www.ametro.gr).

---

**INVITATION TO TENDER**

---

**2.5** The Clarifications Document may also include any improvements, supplements or clarifications of the terms of this Invitation, which may be required. **The clarifications of the aforementioned Document supplement and are incorporated into the Tender documents and are considered as an integrated part of this Invitation.**

**2.6** It is stressed that any information, views, etc., which may be given or expressed by any member, executive or employee of AM shall not be binding for AM. The bidders should take into consideration only the content of the tender documents, the content of the Clarifications Document to be issued by AM and the related official correspondence.

**ARTICLE 3 ELECTRONIC SUBMISSION OF THE OFFER’S FOLDER**

**3.1** Offers shall be submitted by the interested parties electronically, via ESIDIS [www.promitheus.gov.gr](http://www.promitheus.gov.gr) portal in an electronic folder of the sub-system, by the final deadline and until the time determined in article 14 of this Invitation.

In order to participate in the subject procedure, the interested economic operators must possess a digital signature to be granted to them by the authority certified to provide digital signatures and register into the electronic system (ESIDIS – Web Portal [www.promitheus.gov.gr](http://www.promitheus.gov.gr)) following the registration procedure described in article 5, paragraphs 1.2 – 1.4 stipulated in the Joint Ministerial Decision No. 117384/31.10.2017(3821 B) “Settling technical issues regarding the award of public contracts for works, designs, and provision of technical and other similar scientific services, using the individual tools and procedures of ESIDIS”.

By exception, foreign economic operators are not obliged to sign the back up documentation stipulated herein using an advanced electronic signature; instead, they can authenticate this documentation by any other appropriate means, should the use of advanced digital signature in public contracts related procedures is not mandatory in their country of origin. In these cases, the offer shall be accompanied by a legal statement certifying that the use of advanced digital signature is not foreseen in the country of origin or that the use of advanced digital signature for participation in public contracts related procedures is not mandatory in the country of origin. The said legal statement shall bear the subject signature up to ten (10) days prior to the final deadline for the offers’ submission.

Economic operators’ associations shall submit Common Offers, which shall be necessarily signed digitally either by all economic operators forming the association or by a representative of theirs, lawfully authorized to this end.

**3.2** The electronic folder of the Offer shall include:

- a. One sub-folder named “Back-up Documentation for Participation” (Category: Technical), and
- b. One sub-folder named “Financial Offer” (Category: “Commercial”).

---

**INVITATION TO TENDER**

---

- 3.3** In the relevant field of the sub-system, when preparing his offer, Bidders shall indicate any confidential information, as per the stipulations of article 2.5.7 of Law 4412/2016.  
In this case, in the pertinent sub-folder (category), the Bidder shall submit a justification in the form of a digitally signed .pdf file and shall explicitly refer to all relevant law provisions or administrative acts imposing the confidentiality of the specific information, attaching same (justification) to his electronic offer. Information regarding unit prices, offered quantities and financial offer are not characterized as confidential.
- 3.4** In case information is submitted in ZIP files, the Bidder must submit the part of information that he wishes to indicate as confidential, in line with the above, in separate .pdf electronic files of or in a separate ZIP file.
- 3.5** Users – economic operators shall submit the above (sub)folders via the sub-system, as described below:
- a. The data and back-up documentation included in the (sub)folder with the indication “Participation back-up documentation” are those indicated in article 22.2 of this Invitation and shall be electronically submitted by the economic operator in .pdf files; should they be prepared / produced by this economic operator, they shall bear an approved prior digital signature or a prior digital signature documented by approved certificates, in line with paragraph 3 of article 8 of the Joint Ministerial Decision 117384;
  - b. In the framework of this Tender, there is not any requirement for the submission of original documents in printouts, since, in line with the requirements of the Invitation, no participation letter of guarantee is to be submitted along with the back up documentation for participation.
  - c. Bidders shall compile their financial offer by filling in the respective special electronic form of the sub-system and by attaching – in the electronic field named “Electronic Offer Attachments” (Add Attachment Category Commercial) and in the respective sub-folder – all information of their Offer in a .pdf format.
  - d. Subsequently, through the relevant sub-system, bidders shall produce the electronic files (“Reports”) of the Participation Back up documentation and Financial Offer in .pdf files. These files shall be signed by the bidders either using a prior approved digital signature or a prior digital signature documented by approved certificates, in line with paragraph 3 of article 8 of the Joint Ministerial Decision 117384, and shall be attached to the respective (sub)-folders of the offer. Once the offer is submitted to the system, the sub-system makes automated checks for the verification of the electronic offer in relation to the produced electronic files (Participation Back up documentation and Financial Offer) and on condition that these checks are successful, the Offer is submitted to the sub-system. Otherwise, the offer is not submitted and the sub-system will generate an

---

**INVITATION TO TENDER**

---

error message on the user interface of the Bidders for the Bidders to make the necessary corrections.

- e. If the back up documentation for participation and the financial terms are not depicted in their entirety in the special electronic forms of the sub-system, bidders shall attach – digitally signed – the relevant electronic files, in line with the terms of this Invitation.
- f. The sub-system generates an electronic confirmation that the offer has been submitted; this confirmation is sent to the economic operator via an e-mail.

**3.6**                      **Withdrawal of the Offer**

Bidders are entitled to request withdrawal of a submitted offer prior to the final deadline for the submission of offers by addressing to the Awarding Authority a written request in a .pdf file, having a prior approved digital signature or a prior digital signature documented by approved certificates, in line with paragraph 3 of article 8 of the Joint Ministerial Decision 117384, by action “On Line Discussions” of the sub-system. Further to the pertinent resolution of AM, which accepts the relevant request of the bidder, a certified user of AM proceeds to the rejection of the relevant electronic offer in the sub-system prior to the final deadline for the submission of offers. Subsequently, the economic operator is entitled to re-submit an offer, via the sub-system, until the final deadline for the submission of offers.

**ARTICLE 4    ELECTRONIC UNSEALING AND EVALUATION OF OFFERS PROCEDURE - INVITATION TO SUBMIT BACK UP DOCUMENTATION FOR THE AWARD – AWARDING PROCEDURE - CLARIFICATIONS ON THE SUBMITTED DOCUMENTS - PRELIMINARY APPEALS / PROVISIONAL COURT PROTECTION**

**4.1                      Electronic Unsealing and evaluation of offers/Approval of Proceedings**

- a) Through its pertinent Resolution, AM’s BoD shall set the Tender Committee, which will be responsible to review and opine on all the stages of the Tender, from the unsealing of the offers to the issuance on an opinion on the resolution for the award or cancellation of the tender, and, in general, to assess and opine on any issue to arise during the awarding procedure until contract signing, including the necessary opinions on issues that may arise during the examination of any appeals by the Authority for the Examination of Preliminary Appeals.
- b) After the final deadline for the submission of offers, as determined in article 14 herein, and prior to the electronic unsealing, the relevant participants list, as produced by the Sub-system, shall be communicated to the Bidders.
- c) Subsequently, on the date and at the time stipulated in article 14 herein, the members of the Tender Committee proceed to the electronic unsealing of the sub-folders “Participation Back up Documentation” and “Financial Offer”.



---

**INVITATION TO TENDER**

---

- d) Further to the electronic unsealing of the offer folders, the Tender Committee posts on the website “Attachments of Electronic Tender” the relevant list of the Bidders classified as per the lowest bid, so that the Bidders can be relatively informed.
- e) Further on, as per the lowest bids’ order of classification, the Tender Committee shall check the individual Financial Offer digital files.
- f) Once corrected, if necessary, all financial offers are recorded in a table, per the lowest bids’ order of classification; this table shall be signed by the members of the Tender Committee and constitutes part of the Committee’s proceedings.
- g) Further on, on the same day, the Tender Committee shall check the back-up documentation for participation, as per article 22.2 herein, per the lowest bids’ order of classification, starting from the lowest bidder. If, due to the great number of offers, the checking process cannot be completed on the same day, then the subject procedure shall continue in the next working days.
- h) The procedure described above shall be recorded in the Tender Committee Proceedings or in its annex, signed by the Chairman and the members of the Committee. The Tender Committee shall complete the compilation of the relevant Proceedings containing the results of the procedure, whereby it recommends the award of the contract to the lowest bidder (or annulment thereof) and present it before AM’s BoD for approval.
- i) AM shall communicate the resolution pertaining to the approval of the Proceedings to all Bidders and shall grant to them access rights to the submitted participation back-up documentation or to the financial offers submitted by the remaining bidders. A preliminary appeal can be filed against this resolution, as per the stipulations of paragraph 4.4 herein.
- j) It is stressed that in case offers bear exactly the same price, then AM shall select the (provisional) contractor by drawing a lot among the economic operators who submitted offers bearing exactly the same price. This process is conducted before the Tender Committee and in the presence of the economic operators who submitted the offers bearing exactly the same price, on a date and at a time to be notified to the bidders, by action “On Line Discussions” of the sub-system.

**4.2 Invitation to Submit Back up Documentation for the Award - Awarding Procedure**

- a) Upon completion of the offers evaluation procedure, as per the stipulations of article 4.1, AM shall invite the provisional Contractor by action “On Line Discussions” to submit within a fifteen (15) – day period, the back-up documentation and the legalization documents contained in article 21 herein.

---

**INVITATION TO TENDER**

---

- b) The back up documentation of the provisional Contractor shall be electronically submitted by the economic operator by action “On Line Discussions”.
- c) If the Back-Up Documentation is not submitted or if it is ascertained that deficiencies exist in the submitted documentation, and the provisional contractor submits a request before the Tender Committee - within the deadline provided for in paragraph 4.2.a - for the extension to the submission deadline, accompanied by back up documents proving that he has applied for the provision of these back up documents, then the Tender Committee shall extend the back up documents submission deadline for as long as it takes for the competent authorities to provide the subject documentation.
- d) Within three (3) working days as of the electronic submission of the aforesaid documentation, the economic operator shall necessarily submit to AM, in a printed format and in a sealed envelope, the documentation that has to be submitted in originals, as per the provisions of article 11, paragraph 2 of Law 2690/1999 “Code of Administration Procedure”, as amended through the provisions of article 1, paragraph 2, Law 4250/2014. More specifically, the envelope shall be submitted to AM’s DCC with the indication “Back up Documentation for the Award” and shall be accompanied by **a cover letter outside the envelope**.
- e) If during the pertinent review it is ascertained that the information provided is false or inaccurate, or if the required originals or copies of the aforesaid back-up documentation are not submitted within the prescribed time period, or if the back-up documentation submitted lawfully and in due time do not prove that there are no reasons for the bidder’s disqualification – by virtue of article 19 - or that one or more of the requirements are fulfilled in line with article 20 herein, then the offer of the provisional contractor is rejected and the tender is awarded to the bidder whose most advantageous offer in terms of finance comes next, based on the price, adhering to the aforesaid procedure.

In case AM is duly and timely informed on any alterations on the preconditions that the provisional contractor had stated that he fulfilled – through the European Single Procurement Document (ESPD) – and which (alterations) came as a result or on which the provisional contractor was informed after the declaration and until the date of the notification/invitation to him to submit the back up documentation for the award (belated alterations), then the offer of the provisional contractor shall be rejected.

If none of the bidders submitted a true or accurate declaration or none of the bidders submits one or more of the required back up documentation or none of the bidders proves that he fulfils the qualitative selection criteria stipulated in articles 19 and 20 herein, then the awarding procedure shall be cancelled.

---

**INVITATION TO TENDER**

---

- f) The procedure related to the review of the back up documentation for the award shall be completed upon the compilation of Proceedings by the Tender Committee, which (Proceedings) include any supplementation to the back up documentation, as per the stipulations of paragraph 4.2.c, and whereby it recommends either the award or the cancellation of the contract and submits it to AM's BoD for approval.

AM either awards or cancels the contract, in line with the provisions of articles 316 and 317 Law 4412/2016.

- g) The resolution for the award, along with a copy of all proceedings pertaining to the review and evaluation of the offers shall be communicated by AM to each Bidder who has not been finally disqualified – except the provisional Contractor – via action “On Line Discussion”. AM shall also post in the area “Attachments of the Electronic Tender” the back-up documentation of the provisional contractor.

**4.3 Clarifications on the submitted documents**

Within a reasonable deadline, which cannot be less than seven 7 days, as of the notification date of the related invitation, in line with article 310 of Law 4412/16 and article 13 JMD 117384/26.10.17, the Tender Committee can – during the evaluation procedure of the Offers - invite the economic operators to provide clarifications or supplementations on the content of the documents and participation back up documentation, and on the financial offer that they have submitted, by action “On Line Discussions” of the sub-system.

Any clarification or supplementing information submitted by the bidders or candidates, without AM having requested so, shall not be taken into account.

**4.4 Preliminary Appeals / Provisional court protection**

Every interested party to whom the award of this contract was or had been of his interest and who has or had suffered any damage or is likely to suffer any damage due to legal acts or omissions of the part of AM, in violation of the European Union legislation or the national legislation, shall be entitled to file a preliminary appeal before the AEPP (Authority for the Examination of Preliminary Appeals) against AM's legal acts or omissions, specifically determining all legal and actual complaints that justify the interested party's application.

If an appeal is filed against any acts on the part of AM, then the deadline for filing the preliminary appeal shall be as follows:

- (a) within a ten (10)-day period, as of the communication of the contested act to the interested economic operator, if the subject act was communicated to him either by electronic means or by fax, or
- (b) within a fifteen (15)-day period, as of the communication of the contested act to the aforesaid economic operator, if the subject act was communicated to him by other communication means, otherwise

---

**INVITATION TO TENDER**

---

- (c) within a ten (10)-day period as of date when the economic operator takes full, actual or presumed cognizance of the act that harms his interests. Especially, as regards the filing of an appeal against an Invitation, its full cognizance shall be presumed after the lapse of a fifteen (15)-day period upon its being posted on KIMDIS.

In case of omission, then the deadline for filing the preliminary appeal shall be fifteen (15) days as of the date that follows the day the contested omission was effected.

Based on the provisions of p.d. 39/2017, the preliminary appeal shall be electronically filed to AM by action “On Line Discussions” of the sub-system, using the standardized form, by selecting the option “Preliminary Appeal” and by attaching the respective document, according to paragraph 3, article 8 of J.M.D 117384/26.10.2017.

For reasons of admissibility of the preliminary appeal’s filing, a fee shall be paid in favor of the Greek State by the party who files the subject appeal, as per the specific stipulations of article 363 Law 4412/2016; this fee shall be returned to the subject party if his appeal is accepted either in its entirety or partially or in case AM withdraws its contested act or proceeds to the appropriate action before AEPP issues a decision pertaining to the aforementioned appeal.

The deadline for filing the preliminary appeal and its filing do obstruct the conclusion of the contract at the penalty of cancellation, which is ascertained through the AEPP’s decision further to the filing of an appeal, in line with article 368, Law 4412/2016.

As to the remaining issues, the filing of the preliminary appeal does not obstruct the progress of the tendering procedure, unless interim protective measures are required, by virtue of article 366, Law 4412/2016.

The above shall not apply to the cases of paragraph 2, article 364, Law 4412/2016, as amended by Law 4605/2019.

By action “On Line Discussions” of the sub-system, AM:

- (a) communicates the preliminary appeal to every interested party, as per the provisions of item (a), paragraph 1, article 365 of Law 4412/2016 and item (a), paragraph 1, article 9 of p.d. 39/2017;
- (b) notifies, provides access to all information about the tender and transmits to AEPP all items stipulated in item (b), paragraph 1, article 365 of Law 4412/2016 (as amended by Law 4605/2019), in line with paragraph 1, article 9 of p.d. 39/2017.

AEPP gives a ruling on the soundness of the contested actual and legal allegations contained in the appeal, as well as of AM’s allegations and, in case of intervention, of the allegations of the party who has intervened, and makes a decision either accepting (either in total or in part) or rejecting the said

---

**INVITATION TO TENDER**

---

appeal; this decision is issued within an exclusive deadline of twenty (20) days, as of the date when the subject appeal is examined.

Filing of preliminary appeal constitutes the prerequisite for filing the means of redress pertaining to the application for suspension and to the application for cancellation – per article 372 Law 4412/2016 – against the legal acts or omissions of the part of AM.

The party who has a legitimate interest in this matter, may request the suspension of the execution of AEPP’s decision and its cancellation before the competent court. AM is also entitled to file the same means of redress if AEPP accepts the preliminary appeal. By the means of redress pertaining to the application for suspension and to the application for cancellation, it is assumed that, along with the decision of AEPP, the legitimacy of all acts or omissions on the part of AM concerning the aforesaid decision is also contested, if the aforesaid decision, acts and omissions is issued or are executed respectively until the discussion of the application for suspension or until the first discussion of the application for cancellation.

Filing the application for suspension does not depend on the previous filing of the application for cancellation. The application for suspension is filed before the competent court within a delaine of ten (10) days following the notification or comprehensive cognizance of the decision on the preliminary appeal and is discussed within thirty (30) days at the latest as of its filing. The precondition for filing the application for suspension is the payment of the fee provided for by the stipulations of article 372, paragraph 4, Law 4412/2016.

The application for suspension does obstruct the signing of the contract, unless the competent court decides otherwise, through the provisional order.

**ARTICLE 5 ANNULMENT OF THE TENDERING PROCESS**

- 5.1** The tender shall be completed upon approval of its results and its award by AM’s BoD.
- 5.2** Through its BoD resolution and further to the Tender Committee’s relevant opinion, AM can annul the contract awarding process in the following cases:
- a) if the procedure proved to be fruitless, either due to the non-submission of offers or due to the rejection of all offers or due to the disqualification of all bidders, in line with the contract documents, or
  - b) if none of the Bidders arrives to sign the contract.
- 5.3** The contract awarding process can also be annulled through AM BoD resolution and further to the Tender Committee’s relevant opinion in the following cases:
- a) for irregular conduct of the tender procedure, provided that the result of the tender is affected by the irregularity;

---

**INVITATION TO TENDER**

---

- b) if the financial and technical parameters related to the awarding process have essentially changed and the execution of the contractual scope no longer interests AM;
- c) if the contract cannot be executed due to force majeure;
- d) the offer is considered disadvantageous – in terms of finance;
- e) if the validity of the offers expires and if the bidders do not accept to provide the required extensions;

**5.4** If errors or omissions are noted at any phase of the procedure, the tender procedure may be partially cancelled and/or, its result may be reformed accordingly by AM's BoD, or it may be decided by AM's BoD itself to repeat the tender from the point where an error or omission was noted.

**5.5** As to the remaining issues, applicable shall be the provisions of article 317 of Law 4412/16.

**5.6** In case of cancellation or annulment of the tender, the participants do not have any right of compensation for any reason whatsoever.

**ARTICLE 6 CONCLUSION AND SIGNING OF THE FRAMEWORK CONTRACT -  
SIGNING OF THE INDIVIDUAL CONTRACTS**

**6.1** Upon occurrence of the lawful results of the awarding resolution, in line with article 105, Law 4412/16, as this is in effect and upon completion of the preliminary review of the contract by the Court of Auditors, should it be required, the provisional contractor in case of pre-contractual review or in case of filing of a preliminary appeal against the awarding resolution, shall submit a legal statement (further to his being invited to this end), which is signed as per the provisions of Article 79A Law 4412/2016, stating that no subsequent alterations have been raised as far as he is concerned, per the sense of article 104 of Law 4412/2016. The legal statement shall be reviewed by the Tender Committee, which shall compile a Proceedings accompanying the contract. The award resolution is communicated by action “On Line Discussions” of the sub-system to the provisional contractor. Based on the same resolution, the selected contractor is hereby called upon to present himself at a specific time and place to sign the contract – Framework Agreement within a **deadline of twenty (20) days** upon communication of a special electronic invitation addressed to him by action “On Line Discussion” of the sub-system. The subject notification shall entail all lawful results of the awarding resolution.

Should the deadline for the signing of the Contract elapses idle on the appointed Contractor's fault, who, despite having been called, does not show up for the signing of the Contract or does not submit the required guarantees, or fails to comply with his obligations as stipulated in this document, then he is declared forfeited, while the prior notification to him of a special invitation is not required. In this case, AM's Board of Directors may nominate as the Contractor the bidder whose offer follows in the classification drawn by the Tender Committee. If none of the Bidders come to sign the subject contract, the awarding procedure is annulled. AM reserves the right not to award the

---

**INVITATION TO TENDER**

---

Tender and cancel it (in line with article 5 herein), without this constituting any kind of obligation for any compensation to any interested party.

The contract is signed – on the part of the Contractor – by the Bidder's representative, already authorized as of the award stage – if lawfully authorized to this end -, who initials and stamps all sheets of the contract documents. The Contract about joint ventures or consortia shall be signed by the Legal Common Representative appointed at the time the Offer was submitted, should this person is legally authorized to this end.

When signing the Contract – Framework Agreement, the selected Contractor has to deposit:

- A Good Performance Letter of Guarantee, in line with article 15.2.1 herein;
- A Certificate issued by the Insurance Company (-ies) about the insurance coverage, in line with the stipulations of article 8.9 of the Conditions of Contract. The original insurance policies shall be submitted by the Contractor within a twenty (20) calendar day – period upon the contract signing, along with the payment receipt of the first installment of premiums;
- On the basis of his competent bodies resolution, the Contractor must also appoint his representative for the execution of the Contract. The Contractor's representative must reside or stay in Athens or in Thessaloniki. The decision on the appointment shall be also accompanied by the representative's statement of acceptance.

The representative's appointment and statement of acceptance shall be unconditional and shall extend to all issues pertaining to the execution of the contract (e.g. payments, accounts, taking delivery of instructions, exchange of correspondence, taking delivery of Letters of Guarantee, etc.).

Before signing the Contract, in case of a Joint Venture, the Contractor shall also submit a Notary Act for the establishment of the Joint Venture, while in case of a Consortium, the Contractor shall submit a Decision made by the Statutory Bodies of the member-companies; the following shall be **necessarily** included therein:

- (a) Acceptance for the joint participation in the execution of the Contract, the percentage by which each member-company participates in the Joint Venture/Consortium (same as in the submission of the offer);
- (b) Statement indicating that the contracting companies participating in the Joint Venture/Consortium are jointly and indivisibly responsible before AM for any issue related to the execution of the Project;
- (c) Appointment of the Joint Venture/Consortium common representative (physical entity) before AM and of his alternate.

---

**INVITATION TO TENDER**

---

**Statements of the Representative and his Alternate, whereby they accept their appointment, shall accompany the Notary Act for the Establishment of the Joint Venture or the Decisions made by the Statutory Bodies of the members of the Consortium.** The appointment of the Representative and his Alternate, as well as the statements of acceptance must be unconditional and cover all issues concerning the execution of the contract, e.g. collection of payment amounts, submission of Payment Certificates, receiving of instructions, exchange of correspondence, receipt of letters of guarantee, etc.

Five (5) days prior to the signing of the Contract and in view of avoiding any delays, the Contractor should provide draft of the required back up documentation to be reviewed by AM.

- 6.2** As regards the award of individual contract(s) falling under the scope of this agreement, the Contractor shall be called upon, further to the pertinent written invitation by the Managing Department, **to proceed within a deadline of ten days as of the date that the pertinent invitation was delivered to him, to sign the agreement on the individual contract(s)** in view of executing the designs and works to be specifically determined by AM under the terms of the framework agreement.

Upon signing each individual contract, the Contractor shall deposit an additional Good Performance Letter of Guarantee for the individual contract, in line with article 15.2.2 herein. If the Contractor fails to show up within the deadline set, then it shall be considered that he refuses to conclude the individual contract, he shall be declared forfeited and the Good Performance Guarantee stipulated in paragraph 15.2.1 shall become payable in favor of AM.

**ARTICLE 7 CONTRACTUAL DOCUMENTS AT THE STAGE OF EXECUTION – ORDER OF PREVALENCE**

The Contract documents, on the basis of which the Project will be executed, are as described below. In case of discrepancies among the terms they contain, the order of prevalence is set as follows:

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

**ARTICLE 8 LANGUAGE OF THE TENDER PROCEDURE**

- 8.1** The contract documents shall be necessarily drafted in the Greek language.



---

**INVITATION TO TENDER**

---

- 8.2** The offers and the information contained therein, as well as the proving documentation shall be either compiled in Greek or accompanied by their official translation into Greek. As regards the foreign public documents and back up documentation, applicable shall be the Convention of Hague dated 05.10.1961, ratified by Law 1497/1984 (A' 188).
- 8.3** The Convention of Hague dated 05.10.1961, ratified by Law 1497/1984 (A'188), shall apply to all foreign public documents and back documentation. Especially as regards foreign private documents, they are accompanied by their translation in Greek authenticated either by the person in charge, in line with the provisions of the national legislation, or by a person in charge of the country in which the subject documents have been compiled. In addition, accepted shall necessarily be photocopies of documents issued by foreign authorities and ratified by an attorney, as per the provisions of paragraph 2, case (b), article 11, of Law 2690/1999 “Code of Administrative Procedure”, as substituted through article 1, paragraph 2, Law 4250/2014.
- 8.4** Information and technical leaflets and other print outs – corporate or not – with special technical content can be submitted in another language and may not necessarily be translated into Greek.
- 8.5** Verbal communication with AM and the communication between AM and the Contractor shall be necessarily in Greek. The Contractor is obliged to facilitate the communication of his foreign employees with AM by making arrangements for the presence of interpreters.

**ARTICLE 9 APPLICABLE LEGISLATION**

With regard to the Contract’s award and execution, the following provisions are mainly in force, as these are valid at the time this Invitation is published:

- a) Law 4412/16 and more precisely, the provisions of Book II (articles 222 to 338); as regards the execution of the Contract, articles 182 to 199 of Law 4412/16, as valid today;
- b) the terms of the Contract, and
- c) the Civil Code shall additionally apply.

**ARTICLE 10 PRESUMPTION ENSUING FROM THE PARTICIPATION IN THE TENDER PROCEDURE**

The participation in the tender procedure, i.e. the submission of offers, constitutes proof that the bidder has studied and has taken full cognizance of the terms and the documents of the Tender and that he has checked and is fully aware of all information about the local and special conditions that may affect the works for the preparation of the design and that he has taken all this information into account in the formulation of his offer.

---

**INVITATION TO TENDER**

---

**CHAPTER B’**

**ARTICLE 11 SCOPE - OVERALL PRE-ESTIMATED FEE –INDIVIDUAL CONTRACTS – DEADLINES**

**11.1** This Invitation concerns the award, through a framework agreement, of the contract for the execution of supporting designs related works, entitled:

**“GEOLOGICAL AND GEOTECHNICAL INVESTIGATIONS AND DESIGNS FOR THESSALONIKI METRO EXTENSION TO “MACEDONIA” AIRPORT”,**

and the conclusion of the individual contract(s) with the selected Contractor for the preparation of the required designs and the execution of works.

The scope of the Contract is the preparation of the Geological and Geotechnical Investigations and Designs for Thessaloniki Metro Extension to “Macedonia” Airport” and for the extension of Pylea Depot, as specified in the Tender Documents.

**11.2** The Estimated Value of the Contract amounts to two million four hundred thousand and fifty **EURO (2,400,050.00 €)** contingencies included (**VAT not included**), and is broken down as follows:

a) The Pre-estimated Fee, excluding contingencies, amounts to two million eighty seven thousand Euro (**2,087,000.00 €**) and is broken down per design category, as follows:

- 1. 207,000.00 € for design category 20 (geological, hydro-geological and geophysical designs and investigations)**
- 2. 1,880,000.00 € for design category 21 (geotechnical designs and investigations)**

b) **Contingencies** amount to **313,050.00 €**.

The design has been integrated into the ATTIKO METRO S.A. Designs Program and the Contract will be funded by the Public Investment Program and, more precisely, by Project No. 2017ΣΕ06540000, “Designs for the Athens Metro and Thessaloniki Metro New Extensions”.

The contract is subject to legal retention, as provided for by article 4 of the Conditions of Contract.

**11.3** The duration of the framework contract is set to **twenty four (24) months**.

**11.4** The commencement of the Framework Contract Deadline shall be the day after signing the agreement. Individual contracts can be assigned to the Contractor within the validity period of the framework contract.

The deadlines for the execution of the **individual contract(s)** shall be set by virtue of the relevant agreements and shall start the date that comes next to the signing date of the said agreement(s). The deadlines set shall be

---

**INVITATION TO TENDER**

---

reasonable, in other words, they shall depend on the required works of each contract. The Contractor is obliged to execute the works of each individual contract.

- 11.5** Upon signing the framework agreement, the scope of the preparation of the design shall be divided into individual contracts, depending on the prevailing needs whose overall price and time schedule for their execution are not known in advance; they shall be determined by virtue of the relevant private agreement. More specifically, article 6.4 of the Conditions of Contract must be taken into account.

**ARTICLE 12 PROCEDURE FOR THE SELECTION OF THE CONTRACTOR OF THE FRAMEWORK CONTRACT – CRITERION FOR THE AWARD OF THE CONTRACT**

- 12.1** The Contractor of the framework contract shall be selected on the basis of the open procedure.
- 12.2** The criterion for the Contract award shall be the most advantageous offer, in financial terms, on the basis of the price offered.

**ARTICLE 13 OFFERS – OFFER VALIDITY PERIOD**

- 13.1** The offers shall be compiled in accordance with the requirements of this Invitation.
- 13.2** No alternative offers shall be accepted, nor any offers for part of the framework contract scope.
- The offers shall be in effect for a period of **nine (9) months** after the expiry of the deadline for the submission of the Offers stated in the following Article. Each Bidder is entitled to submit only one offer.

Prior to the expiry of the offer, AM is entitled to request the Bidder to extend the duration of the offer validity.

In case the validity period of the offers expires and no extension to the offer is requested, AM, through its well-documented resolution and should the execution of the contract serves the public interest, is entitled to request *a posteriori* the economic operators participating in the procedure either to extend their offer or not.

**ARTICLE 14 EXPIRY OF THE DEADLINE FOR ELECTRONIC SUBMISSION OF OFFERS**

- 14.1** **The deadline for the electronic submission of the Offers expires on 20/06/2019, at 11:00h.** Any Offer not submitted within the prescribed deadline shall result in the disqualification of the Bidder.
- 14.2** **The electronic unsealing** of the Offers shall be effected on **21/06/2019, at 11:00h.**

---

**INVITATION TO TENDER**

---

If due to incidents of force majeure or if for technical reasons, the unsealing of the offers is not conducted on the date set or if until that date no offer has been submitted, then the unsealing procedure and the final deadline shall be shifted to any date, upon AM's resolution. This resolution shall be notified to the bidders by action "On Line Discussions" at least five (5) working days prior to the new date and shall be posted on the Official Journal of the European Union, KIMDIS and on AM's web page, as well as on "Tenders Electronic" ESIDIS portal [www.promitheus.gov.gr](http://www.promitheus.gov.gr). If the unsealing of the offers is not feasible on that date too or if no offers are submitted until that date, then a new date can be set, adhering to the provisions stipulated in the two previous clauses herein.

**ARTICLE 15 GOOD PERFORMANCE LETTER OF GUARANTEE**

**15.1 General Terms**

The letters of guarantee shall be issued by Credit or Funding institutions or Insurance Companies, per the sense of cases (b) and (c), paragraph 1, article 14 of Law 4364/2016, lawfully operating in the member-states of the European Union, or the European Financial Area (EFA) or in the member-states that have signed the Government Procurement Agreement and have this specific right, in line with the applicable provisions. In addition, they can be issued by TMEDE or be provided by depositing a trust of an equal amount or bonds of equal value to the Trusts and Loans Fund.

The letters of guarantee in the Greek language shall be compiled in accordance with Sample A.1 attached hereto. In case the Letter of Guarantee cannot be issued in Greek because the issuing Bank does not operate in Greece, the Letters of Guarantee shall be issued in English, and be accompanied by an official translation in Greek.

The letters of guarantee shall be explicit, irrevocable, unconditional and payable on AM's first demand. The letters of guarantee shall be collectable and payable in Greece, it shall be subject to the exclusive jurisdiction of the competent Greek Courts of Athens and shall be governed by the Greek Law.

It is stressed that AM shall check the validity of the Good Performance Letters of Guarantee by transmitting a pertinent letter to the Credit Institutions, for this organization to verify in writing the validity of the subject LoG. In case the aforementioned checking shows that an invalid, false or forged Letter of Guarantee has been submitted, then the Bidder shall be forfeited and a criminal complaint shall be filed before the competent prosecutor (district attorney).

**15.2 Good Performance Letter of Guarantee of the Framework Contract and of the Individual contracts**

**15.2.1** For the good performance of the terms of the framework agreement, the selected Contractor - upon the framework agreement signing – ought to deposit a Good Performance Letter of Guarantee, **amounting to 0.5% on the overall Value of the Framework Contract, Contingencies included, VAT**

---

**INVITATION TO TENDER**

---

**excluded**, as per Sample A.1 of this document, which must fulfill the terms of the Conditions of the Contract.

- 15.2.2 For the good performance of the terms of each individual contract, the selected Contractor - upon the signing of this contract – ought to deposit an additional Good Performance Letter of Guarantee **amounting to 5% of the amount of the individual contract**, including contingencies, **VAT excluded**, as per Sample A.1 of this document. If this Letter of Guarantee is not deposited, it shall be assumed that the Contractor refused to conclude the individual contract and any Good Performance Letter of Guarantee deposited until that date shall become payable and the Managing Department concerned shall initiate the procedure for the forfeiture of the Contractor.

In case the individual contracts are amended, as per article 337 of Law 4412/16, which results in the increase of the contract price, then the Contractor shall be obliged to deposit – prior to the amendment’s signing – a supplementary guarantee whose amount will rise to 5% on the amount of increase – VAT excluded.

- 15.2.3 The Good Performance Letter of Guarantee must guarantee, in its entirety and without any distinction, the due, complete, workmanlike and timely implementation of the contract scope, in strict adherence to the requirements, specifications, terms and conditions of the contract. The aforesaid LoG shall cover all requirements on the part of AM against the Contractor either for any violation of the contract terms or for undue execution of the contract or for any claim on the part of AM due to the imposition of a penal clause against the Contractor, or for the payment of compensation. However, this LoG does not release the Contractor from his obligation to compensate AM, in case AM suffers any damage over the amount of guarantee.

At any given time, AM is entitled to claim through its written notice addressed to the Credit Institution or to the Deposits and Loans Fundk payment of the amount of the Good Performance Letter of Guarantee – either in full or in part – in order to satisfy its claims against the Contractor, which derive from this contract and which are due to non-adherence of his contractual obligations.

- 15.2.4 The Good Performance Letters of Guarantee shall be released as follows:

- The Good Performance Letter of Guarantee of the framework-contract, amounting to 0.5% on the Overall Value of the Framework Contract, Contingencies included, VAT excluded, shall be released at equal amounts and proportionally on an annual basis, in relation to the overall duration of the framework-contract;
- The Good Performance Letters of Guarantee of the individual contracts equal to 5% of the amount of the individual contracts, including contingencies, VAT excluded, as supplemented further to the signing of the supplementary contracts, shall be returned after the approval of the Final Acceptance Protocols of the overall design.



**“GEOLOGICAL AND GEOTECHNICAL  
INVESTIGATIONS AND DESIGNS FOR  
THESSALONIKI METRO EXTENSION TO  
“MACEDONIA” AIRPORT”**

**RFP-355/19  
Α.Σ. 82662**

---

**INVITATION TO TENDER**

---

All letters of guarantee shall be issued and kept in favour of AM, at the exclusive expense of the Contractor.

---

**INVITATION TO TENDER**

---

**ARTICLE 16 CONTRACTOR’S FEE – METHOD OF PAYMENT**

The elements that make up the Contractor’s fee, the retention and the remaining financial surcharge, the method of payment and all relevant details and terms are described in article 4 of the Conditions of the Contract.

**ARTICLE 17 PUBLICITY – PUBLICATION EXPENSES**

**17.1 Publication in the Official Journal of the European Union**

The Contract Notice, i.e. the relevant standard form “Contract Notice” **was transmitted**, via [simap.europa.eu](http://simap.europa.eu), for publication to the Publication Service of the European Union on **14/05/2019**.

**17.2 Publication in Greece**

The Contract Notice mentioned in the aforementioned paragraph and the Invitation to Tender is published in KIMDIS.  
The summary of this Invitation is published in the Greek Press, is posted on DIAVGEIA [diavgeia.gov.gr](http://diavgeia.gov.gr), and on AM’s web page ([www.ametro.gr](http://www.ametro.gr)).  
In addition, the complete document of the Invitation to Express Interest and all tender documents shall be posted on ESIDIS Portal and on AM’s web page ([www.ametro.gr](http://www.ametro.gr)).

**17.3** The fees pertaining to the publications shall be borne by the Contractor and shall be collected through the first payment account of the contract. The subject fees must not exceed the amount of € 1,000.00.

---

**INVITATION TO TENDER**

---

**CHAPTER C’**

**ARTICLE 18 ELIGIBLE TO PARTICIPATE IN THE TENDER**

**18.1** Eligible to participate in the tender are natural or legal entities or their associations, whose business activities involve the preparation of designs of the categories referred to in article 11.2 herein that are established:

- a) in a member – state of the European Union,
- b) in a member – state of the European Financial Area (EFA),
- c) in third countries that have signed and ratified the Public Procurement Agreement (PPA), to the extent that the contract under award is covered by Annexes 1, 2, 4 and 5 and the general notes of Appendix I related to the EU of the aforesaid PPA,
- d) in third countries that do not fall under the above items and have concluded a bilateral or multilateral agreement with the European Union,

AND

Can prove that they fulfil the terms of this Invitation.

**18.2** In case of associations, the following is in effect:  
Every physical or legal entity is entitled to participate in only one bidding scheme either separately or as a member of an Association. In any other case, excluded from the Tendering process shall be all Bidders, in whose scheme the same person participates.

In view of participating in the Tender, the Association of Bidders shall not be obliged to be vested with a particular legal form. However, the association that will be selected shall be obliged to submit to AM a public notary’s act or a Decision made by the Statutory Body of each member about the establishment about the establishment of the Joint Venture of the Consortium respectively.

In any case, the legalizing documents about the establishment of the association must prove that its members are jointly and severally responsible before AM for the execution of the Contract.

**ARTICLE 19 REASONS FOR DISQUALIFICATION OF THE ECONOMIC OPERATOR**

**19.1** Each economic operator is disqualified from the subject procedure related to the conclusion of the contract, if one of the reasons described below concerns him (in case the bidder is an individual natural or legal entity) or one of his members ((in case the bidder is an association of economic operators):

**19.1.1** If there is an irrevocable condemnatory decision for one of the following reasons:



---

**INVITATION TO TENDER**

---

- a) Participation in a criminal organization, as this is defined in article 2 of the Council Framework Decision 2008/841/JHA dated October 24<sup>th</sup> 2008, on the fight against organized crime (EE L 300 dated 11.11.2008, page 42).
- b) Bribery, as this is defined in article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union (EE C 195 dated 25.06.1997 page 1) and in paragraph 1, article 2 the Council Framework Decision 2003/568/JHA dated July 22<sup>nd</sup> 2003 on combating corruption in the private sector (EE L 192 dated 31.07.2003, page 54), and as stipulated in the applicable legislation or in the national law of the economic operator.
- c) Fraud, in the sense of article 1 of the Convention on the protection of the European Communities' financial interests (EEC 316 dated 27.11.1995, page 48), which was ratified by law 2803/2000 (A' 48).
- d) Terrorist offences or offences linked with terrorist activities, as respectively defined in articles 1 and 3 of the Council Framework Decision 2002/475/JHA dated June 13<sup>th</sup> 2002, on combating terrorism (EE L 164 dated 22.06.2002, page 3), or inciting or aiding or abetting an offence, as defined in article 4 thereof.
- e) Money laundering or terrorist financing, as defined in article 1, Directive 2005/60/EC of the European Parliament and European Council dated October 26<sup>th</sup> 2005, on the prevention of the use of the financial system for the purpose of money laundering and terrorist financing (EE L 309 dated 25.11.2005, page 15), which has been integrated into national legislation via Law 3691/2008 (A'166).
- f) Child labour and trafficking in human beings, as defined in article 2, Directive 2011/36/EU of the European Parliament and European Council dated April 5<sup>th</sup> 2011, on preventing and combating trafficking in human beings and protecting its victims, and replacing Council Framework Decision 2002/629/JHA of the European Council (EE L 101 dated 15.04.2011, page 4), which has been integrated into national legislation via Law 4198/2013 (A'215).

Economic operators shall be also disqualified if the entity to the detriment of whom an irrevocable condemnatory decision was issued is as member of the administrative, managerial or supervisory body of the subject economic operator or if this entity is vested with the power for representation, decision making or supervising the aforesaid body.

In case of General Partnership Companies, Limited Liability Companies or Limited Partnership Companies, the obligation referred to in aforesaid clause concerns at least the administrators.

In case of Sociétés Anonymes, the obligation referred to in aforesaid clause concerns at least the Managing Director and all members of the Board of Directors.

---

**INVITATION TO TENDER**

---

In case of associations, the obligation referred to in aforesaid clause concerns at least the members of the Board of Directors.

19.1.2 **Each economic operator shall be disqualified from any participation in the contract conclusion procedure if any of the following cases exist, namely:**

- a) If the economic operator has failed to observe his obligations regarding the payment of taxes or social security contributions and this has been proven on the basis of a final binding judicial or administrative decision, as per the provisions of the country he is established or as per the national legislation and/or if AM can prove through the appropriate means that the bidder has failed to observe his obligations regarding the payment of taxes or social security contributions.

If the economic operator is a Greek citizen or if his seat is in Greece, then his obligations regarding the social security contributions shall cover both main and auxiliary social security.

The economic operator shall not be disqualified if he has fulfilled his obligations either by paying all due taxes or social security contributions, including – on a per case basis – the accrued interests or fines, or by being subjected to a binding settlement for their payment.

- b) If AM is aware of the fact or if AM can prove using the appropriate means that to the detriment of the economic operator and within a time period of two (2) years before the expiry of the deadline for the submission of the offer: aa) three (3) acts on fines have been imposed to him from the competent inspection bodies of the Labour Inspection Authority for violations of the labour legislation, characterized, in line with Ministerial Decision 2063/Δ1632/2011 (B' 266), as applicable each time, as “significant” or “extremely significant” violations, as these (violations) have ensued cumulatively further to three (3) inspections conducted or bb) two (2) acts on fines have been imposed to him from the competent inspection bodies of the Labour Inspection Authority for undeclared work, as these (violations) have ensued further to two (2) inspections conducted. It is necessary that the penalties described under items aa and bb must have a final and binding effect.

19.1.3 **Each economic operator shall be disqualified from any participation in the contract conclusion procedure if any of the following cases exist, namely:**

- a) If the Bidder has not fulfilled his obligations, as per para. 2, article 18 of Law 4412/16, deriving from the environmental, social security and labour legislation related provisions that have been established by virtue of the European Union’s Law, the National Law, collective labour agreements or international clauses on environmental, social and labour legislation, which are listed in Annex X Appendix A’ Law 4412/16.

---

**INVITATION TO TENDER**

---

- b) If the economic operator is under bankruptcy, or is under a consolidation or a liquidation process, or is under coercive administration by a receiver or by the court, or has entered into an agreement with creditors or has postponed his business activities or if he is in any similar situation deriving from similar processes foreseen in national law provisions. AM may not disqualify an economic operator under any case of the aforesaid clause on condition that AM proves that the subject economic operator is capable for executing the contract, taking into consideration the applicable provisions and measures concerning the continuation of his business activities (paragraph 5, article 73, Law 4412/16).
- c) There is sufficient reasonable proof leading to the conclusion that the economic operator has concluded agreements with other economic operators with the aim to cause distortion of competition.
- d) If there is a conflict of interests in the sense of article 24, Law 4412/16, that cannot be addressed through less intrusive means.
- e) If in the framework of previous participation of the economic operator in the preparation of the contract conclusion procedure there had been distortion of competition, in line with the provisions of article 48, Law 4412/16 that cannot be addressed through less intrusive means.
- f) If during the execution of a public contract, the economic operator has exhibited a grave or continuous deficiency in fulfilling an essential requirement in the framework of a previous public contract that he has undertaken, a fact that resulted in the early termination of the previous contract, payment of compensation and other penalties.
- g) If the economic operator has been found guilty of serious false statements in providing the information required for ascertaining that there were no reasons for his disqualification or for fulfilling the selection criteria, if he has concealed this information or if he is not in a position to submit the back up documentation required by virtue of article 21 herein.
- h) If the economic operator has attempted to affect in an unlawful manner the decision making process of AM, to obtain confidential information that may grant him an unfair advantage in the public contract conclusion provision or to provide unintentionally misleading information that may effectively affect the decisions related to the disqualification, the selection of the Contractor or the award of the tender.
- i) If the economic operator has committed a grave professional misconduct that could question the operator's integrity.

19.1.4 Disqualified from the contract conclusion procedure shall be an economic operator who subject to the preconditions for implementation of paragraph 4 article 8 Law 3310/2005 (national reason for disqualification).

---

**INVITATION TO TENDER**

---

- 19.2** AM is entitled, at any point throughout the procedure in question, to disqualify any economic operator from the tender if it is proven that, due to his actions or omissions, he has fallen or falls - either prior or during the subject procedure - under the cases described in the previous paragraphs.
- 19.3** At any time during the tendering process, AM can request the Bidders to submit all or some of the back up documentation, as required, for the correct conduct of the subject process.
- 19.4** Any economic operator falling under the cases referred to in paragraphs 19.1.1, 19.1.2b and 19.1.3 can submit information in order to prove that the measures he has introduced suffice for him to demonstrate his reliability, despite the fact that he is subject to disqualification. If this information is deemed to be sufficient, then the subject economic operator shall not be disqualified from the contract conclusion procedure. The measures to be introduced by the economic operators shall be evaluated in combination with the gravity and the special occasions of the penal offence or breach. If the measures are deemed to be insufficient, the rationale for this decision shall be notified to the economic operator. Any economic operator who is disqualified from the contract conclusion procedure or concession award procedure by virtue of an irrevocable decision cannot make use of the aforesaid option during the disqualification period specified in the aforesaid decision in the member-state in which this decision applies.
- 19.5** The decision for ascertaining the sufficiency or not of the recovery measures, in line with the above paragraph, shall be issued in line with the stipulations of paragraphs 8, 9 and 10 of article 73, Law 4412/2016.
- 19.6** If a Bidder is subject to a penalty for disqualification from public contracts, imposed to him by the joint ministerial decision stipulated in article 74, Law 4412/16, as in effect, shall be *ipso jure* disqualified from this contract conclusion procedure.
- 19.7** In case of economic operators' association, the requirements stipulated in article 19 must be fulfilled by all members of the association.

**ARTICLE 20 SELECTION CRITERIA RELATED TO THE PROFESSIONAL AND TECHNICAL COMPETENCE**

In order to participate in the Tender, Bidders must fulfil the selection criteria stipulated in this article in addition to the requirements of article 19.

The European Single Procurement Document (ESPD), included in the Envelope “Back-up Documentation for Participation”, is the preliminary proof.

The Bidder who will be appointed as the provisional lowest bidder must submit all updated relevant back-up documentation for which he has filed the ESPD, should this be required, before he is called upon to sign the contract. The relevant back-up documentation is included in article 21 herein.

---

**INVITATION TO TENDER**

---

**20.1 Competence for exercising professional activities**

As regards the competence for exercising professional activities, the economic operators must be registered in the relevant Professional or Commercial Registry kept in the country where they are established.

More specifically:

20.1.1 Bidders established in Greece, must be registered in the Greek Register of Designers or Engineering Firms and must possess licences for the design categories) stipulated in article 11.2 of this Document. In particular:

- Design Category 20 (Geological, Hydro-geological and Geophysical designs and investigations)
- Design Category 21 (Geotechnical designs and investigations).

20.1.2 Bidders seated in other member-states of the EU must be registered in one of the corresponding professional or commercial registries kept in the member-state of their establishment, as stipulated in Annex XI, Appendix A, Law 4412/16.

20.1.3 Bidders seated in member-states of the EFTA or in third countries that have signed and ratified the Government Procurement Agreement (GPA) – to the extent that Annexes 1, 2, 4, 5 and the general notes of Appendix I related to the EU of the GPA apply to the tendered contract or in third countries not falling under the aforementioned clause that have signed a bilateral or a multilateral agreement with the European Union, must be registered in the respective professional/commercial Registries kept in the country of their establishment.

20.1.4 In case of economic operators' association, the requirements of article 20.1 must be fulfilled by each member of the association.

**20.2 Technical and Professional Competence**

At the penalty of disqualification, each Bidder shall also possess additional special technical and professional competence, as per the stipulations of this article.

**20.2.1 Executives related Requirements**

**Each economic must, as a minimum, possess executives** with experience in one of the respective design categories indicated in paragraph 11.2, per article 39 of Law 3316/05, as follows:

For Design category 20 (Geological, Hydro-geological and Geophysical designs and investigations), at least one (1) designer possessing 12 years of experience in this category.

---

**INVITATION TO TENDER**

---

For Design Category 21 (Geotechnical designs and investigations), at least two (2) designers possessing 12 years of experience and one (1) designer of 8 years of experience and four (4) designers possessing 4 years of experience in this category.

In case of an association, the requirement for covering the two required design categories can be satisfied cumulatively; however each member of the association must possess the executives having experience in one of the respective design categories indicated in paragraph 11.2.

In case more designers with greater experience are made available, the requirements for less experience shall be respectively reduced. The overall equivalent resources (executives) to derive there-from must correspond/respond to the stipulations of paragraphs 4 and 6, article 39 of Law 3316/05.

The term “executives” means the executives of a company, who are either shareholders or participate in the company or are employed by the subject company on a permanent basis by virtue of a dependent labor agreement.

20.2.2

**Specialised Personnel – List of Soil/Rock Engineering Tests Laboratories – Technical Equipment**

Moreover, Bidders shall possess special technical competence, in line with the requirements of this article.

**a) Specialized Personnel**

Bidders must possess the following specialized personnel.

- Head of Field works related to Geotechnical Investigation (as provided for in Specification E101-83, Annex, paragraph 4, as supplemented by paragraph 2 of Ministerial Decision 6019, published in FEK No. B/29/11.02.1986), responsible for the supervision and proper execution of drilling works and *in situ* tests: one (1) Geologist (University Graduate) or Graduate Engineer (University Graduate) specialized in geotechnical investigations, with experience in the supervision/monitoring of the execution of sampling boreholes and *in situ* tests for at least five (5) years.
- Heads of the Laboratory: either the licensed Chief of the laboratory (in case the operation license is obtained from KEDE, as provided for in Decision Δ14/οικ./108445 dated 16.05.2014 by the Minister of YPOMEDI (FEK B'/1450/05.06.2014), or the person responsible for signing the relevant documents (in case of accreditation of the specific Soil/Rock Engineering Tests Laboratory by the National Council of Accreditation (ESYD)) to be made available by the Bidder, in accordance with the following paragraph 20.2.2.c of this Invitation. In case more than one laboratories are available, the Bidder is required to have persons responsible for for each laboratory.

---

**INVITATION TO TENDER**

---

- Head of Engineering Geological Descriptions, i.e. one Geologist (University Graduate) with at least 5 years of professional experience in soil and rock engineering geological descriptions.
- Borehole Geologists (University Graduate) (as provided for in specification E101-83, Annex, paragraph 4, and in PD 344/18.12.2000 (FEK A’/297/29.12.2000), Article 15, paragraph 5: Five (5) Geologists, one (1) per drilling rig, with at least 3 years of professional experience in the supervision/monitoring of the execution of sample drillings and in situ tests.
- Head of a Data Base, University Degree or Technical Institute (TEI) Graduate, possessing three (3) years of proven experience within the last decade in the processing of Data Bases and data in digital format.

The specialized personnel can be either executives on the part of the economic operator or “third party” resources.

It is stressed that, in case the specialised personnel mentioned in this paragraph includes persons not belonging to the Bidder (such as holders of individual licenses not integrated into the Bidder’s license), these persons shall be considered as “third party” resources, even if they have a cooperation with the Bidder.

**b) Soil/Rock Engineering Tests Laboratories**

Bidders must have at least one (1) **Soil/Rock Engineering Tests Laboratory**, which shall possess either a) an accreditation by the Hellenic Accreditation System (or, as regards laboratories abroad, by another accredited foreign body) per ELOT EN ISO/IEC 17025:2005 for all testing stipulated below or b) a permit for operation by KEDE (Resolution Δ14/οικ/108445 dated 16.05.2014 of the Minister of POMEDI (FEK B’/1450/05.06.2016) for inspections in the field of Geotechnical Engineering for all tests mentioned below.

**Soil Engineering Tests:**

Dry preparation of soil sample for laboratory tests  
Determination of soil moisture  
Determination of cohesive material unit weight  
Determination of Atterberg liquid limit  
Determination of plasticity limit and plasticity index  
Grain size distribution analysis of soils  
One-dimensional consolidation test  
Unconfined compressive test  
Triaxial test on cohesive soils  
Direct shear test

**Rock Engineering Tests:**

Determination of soil moisture of rock samples  
Determination of porosity and density  
Determination of unconfined compressive strength



**“GEOLOGICAL AND GEOTECHNICAL  
INVESTIGATIONS AND DESIGNS FOR  
THESSALONIKI METRO EXTENSION TO  
“MACEDONIA” AIRPORT”**

**RFP-355/19  
Α.Σ. 82662**

---

**INVITATION TO TENDER**

---

Determination of point load strength.



---

**INVITATION TO TENDER**

---

**c) Technical Equipment**

Bidders must possess as a minimum the following technical equipment, namely:

- Five (5) drilling rigs with  $\geq 30$ Hp drills (rigs).

**As regards associations of companies, the requirements stipulated in article 20.2.2 can be covered either cumulatively by all members or by just one member of the association.**

**20.3 Relying on the capacity of other operators (Borrowed experience)**

The Bidders can invoke and make use of the economic and financial standing or technical and professional capacity of other economic operators, as per article 307 of Law 4412/16, regardless of the legal nature of the existing relationships between the candidates and these operators.

In this case, the invocation of third party resources must be available by the Bidder for the execution of the Contract, if the subject Candidate is appointed as the Contractor.

The Bidders can invoke and make use of the technical and professional capacity of other operators, only if the third party operators are to execute works or to provide services for which the specific capacities are required.

In case the bidder invokes economic and financial – credit resources of third parties, then the subject third party shall be liable jointly and severally with the Contractor before AM for the recourses he will make available to the bidder.

The Bidders shall incorporate in the Sub-folder “Back Up Documentation” the ESPD of the operators, whose qualifications they invoke.

Moreover, along with the “Back-up Documentation for the Award” the Bidders shall submit the items required by article 21.7 herein for proving that they rely on the experience of a third party.

The above shall be applicable for any other operator, whose economic and financial (credibility), or technical and professional capacity shall be utilized, even if these operators constitute subsidiaries of the third party.

Under the same terms, a joint venture/association of economic operators can rely of the capacities of those participating in the association or on other economic operators.

The statements and documentation of the Bidder and of the third parties, whose resources are invoked by the Bidder, shall constitute the content of the Contract for the Project at hand.

In case the aforesaid obligations of the Bidders are not adhered to, the subject invocation shall not be taken into account.

---

INVITATION TO TENDER

---

**ARTICLE 21: AWARDING BACK-UP DOCUMENTS - QUALITATIVE SELECTION DOCUMENTS**

**21.1 Supporting documents (proof of evidence)**

This article includes the awarding back up documents – proof of evidence, which the provisional contractor shall be called upon to submit in order to prove that he fulfills the preconditions of articles 19 and 20 herein.

The right to participate and the pertinent terms and conditions, as stipulated in articles 18, 19 and 20 herein, are examined at the time the Offer and the awarding back-up documentation are submitted and at the time the contract is signed. **It is suggested to the economic operators to see in time to the issuance of the required documentation (especially of the documentation not ensured *a posteriori*), so that the aforesaid be fulfilled.**

At any time during the tendering process, bidders may be required to submit a number or all back up documents, if this is required for the correct conduct of the procedure.

If the aforesaid Back-Up Documentation is not submitted or if it is ascertained that deficiencies exist, and the provisional contractor submits - within the deadline set - a request before the Tender Committee for the extension to the submission deadline, accompanied by back up documents proving that he has applied for the provision of these back up documents, then the Tender Committee shall extend the back up documents submission deadline for as long as it takes for the competent authorities to provide the subject documentation.

Wherever in the required back-up documentation for the award of the Tender reference is made to the submission of a Legal Statement, as regards Greek companies, this means the “Legal Statement as per L. 1599/86”, while, as regards foreign companies, this means a statement of equivalent validity, i.e. an affidavit, or if there is no such provision, an official statement before a court or administrative authority, a notary or the professional agency concerned of the country of origin of the Candidate.

Legal Statements are not required to bear a signature certification.

It is clarified that in case the legal representative of the Bidder is a foreigner and is or resides in Greece, he may submit a Legal Statement of Law 1599/86, duly noted on the body of the statement that the undersigned fully understands the content of the statement having read its translation into a language he understands.

Means of evidence shall be as follows:

- a) the back up documentation concerning paragraphs 19.1.1.a up to 19.1.1.f, 19.1.2.b and 19.1.3.b, should they have been issued up to three (3) months prior to their submission;

---

**INVITATION TO TENDER**

---

- b) the remaining back up documentation concerning paragraph 191.2.a, should they are valid on the date they are submitted; otherwise, in case no validity date is mentioned, the subject back up documentation should have been issued as per the stipulations indicated in the previous case;
- c) the back up documentation concerning paragraph 20.1, the means evidence pertaining to valid representation, in case of legal entities, and certificates issued by competent authorities referring to the nominalization of shares, in case of societe anonymes, should they are issued up to thirty (30) working days prior to their submission;
- d) affidavits, should they have been compiled up to three (3) months prior to their submission;
- e) legal statements, should they have been compiled after the notification of the invitation for the submission of back up documentation.

The documents of this Invitation are submitted in line with the provisions of Law 4250/2014 (A' 94). Especially, the backup documentation constituting private documents can be accepted as simple photocopies, on condition a legal statement certifying their accuracy is also submitted; this statement must be signed after the commencement of the contract conclusion procedure.

ATTIKO METRO S.A. reserves its right to request the competent Authorities to submit any other document/information deemed necessary upon reading of the legalizing and other data and documents to be submitted by the bidders. When the necessary information concerns a bidder established in another member state, then ATTIKO METRO S.A. is entitled to seek the cooperation of the responsible authorities.

**21.2 Supporting documents proving that the disqualification grounds (article 19) do not apply**

In order to demonstrate that the reasons for disqualification (**article 19**) do not apply, the provisional contractor shall submit the following supporting documents, further to AM's electronic invitation:

- a) for **paragraph 19.1.1 herein**: an extract of the penalty record or, in case it is unavailable, other equivalent document issued by the responsible judicial or administrative authority of the member-state, or the country of origin, or the country of installation of the economic operator, proving that the said preconditions are met. The obligation to submit the aforementioned extract also concerns the persons mentioned in the last four cases of paragraph 19.1.1.
- b) for **paragraph 19.1.2a herein**: a certificate issued by the responsible Authority of the relevant member-state or country, certifying that the economic operator has fulfilled his obligations as regards the payment of taxes (Tax Clearance Certificate) and the payment of Social Security Contributions (Social Security Clearance Certificate), according to

---

**INVITATION TO TENDER**

---

legislation in the country of installation or the Greek legislation as the case may be.

Bidders, having their seat or performing designs in Greece, must submit the following supporting documents:

- As regards Greek Designers and Engineering Companies / Firms, the following must be submitted, namely: Tax Clearance Certificate issued by the Ministry of Finance (competent Tax Authority) concerning the economic operator. Foreign bidders must submit a Legal statement that they are not obliged to pay taxes in Greece. Otherwise, they are obliged to submit the said Clearance Certificate issued by the competent Tax Authority.
  - As regards Greek designers – natural entities, the following must be submitted, namely; a certificate by ETAA/TMEDE or any other Social Security Organization in which they are insured (main and supplementary insurance). As regards Engineering Firm / Companies established in Greece, the following must be submitted, namely: a Social Security Clearance Certificate (main and supplementary insurance) for their personnel under a dependent employment relationship (TMEDE for the insured –members of the Technical Chamber of Greece (TEE), IKA for the remaining personnel). The Social Security Clearance Certificate of the natural entities – designers who man the company’s license as partners shall not constitute a proof for the bidding company’s clearance certificate. Foreign bidders (natural and legal entities) who do not submit the above supporting documents must submit a Legal Statement that they do not employ personnel that has to be ensured in domestic Social Security Organizations. If they employ such personnel, they must submit the pertinent Social Security Contribution Clearance Certificate.
- bb) For **paragraph 19.1.2(b) herein**: a Certificate issued by the responsible authority of the relevant member-state or country. As regards Greek designers and Greek Engineering Firms/Companies, a certificate shall be issued by the Directorate for Planning and Coordination of the Labor Relations Inspection Authority from where the acts on fines imposed to the detriment of the economic operator within a time period of two (2) years prior to the expiry of the deadline for the submission of the offer must ensue. In case the issuance of the aforesaid certificate is not feasible, this certificate shall be replaced by a Legal Statement issued by the economic operator, without requiring an official statement by the Hellenic Labor Inspectorate (HLI) about the issuance of this certificate, in accordance with the stipulations of paragraph 2, article 80 Law 4412/2016.
- c) For **paragraph 19.1.3(b)**: a certificate issued by the responsible Judicial or Administrative Authority of the relevant member-state or country. As regards the economic operators installed in Greece, the certificates that they are not under bankruptcy, suspension of works, bankruptcy

---

**INVITATION TO TENDER**

---

settlement, cohesive administration, compulsory administration are issued by the responsible Court of First Instance at the seat of the economic operator. The certificate that the legal entity is not under liquidation by virtue of a court decision is issued by the respective Court of First Instance in the country of the economic operator's establishment, while the certificate that it is not under liquidation by virtue of a resolution made by its partners is issued by the General Electronic Commercial Registry (GE.MI.), in accordance with the applicable stipulations. Designers - physical entities do not submit a certificate that they are not under liquidation. In particular, non-suspension of business activities of the economic operator – for those established in Greece - can be proved through the electronic platform of the Independent Authority for Public Revenue (IAPR).

- d) If a member–state or country does not issue the certificates **mentioned in cases (a), (b) and (c)**, or if these certificates do not cover all cases paragraphs 19.1.1, 19.1.2(a) and 19.1.3(b) herein, then the said document or certificate can be substituted by a statement under oath (affidavit) or, for member-states / countries where affidavits are not issued, by an official statement of the interested party before a responsible Judicial or Administrative Authority, a notary public or a responsible professional or commercial entity of the economic operator's country of origin / installation.

In this case, the responsible Public Authorities provide an official statement whereby it is stated that the certificates presented in this paragraph are not issued, or that these certificates do not cover all cases mentioned under paragraphs 19.1.1, 19.1.2(a) and 19.1.3(b).

Should it be ascertained by any means that the said certificates are actually issued in this country, then the Bidder's Offer is rejected.

- e) Especially for **case i in paragraph 19.1.3**, a certificate by the competent authority shall be submitted. For designers – physical entities established in Greece, a certificate by TEE or by the respective chamber (in case this is vested with disciplinary powers on its members) shall be submitted about non-committing any offence for which a disciplinary action was imposed. The Engineering Firms/Companies, as well as the physical entities/designers, irrespective of their country of establishment (Greece or other foreign countries), not subjected to the aforementioned disciplinary bodies, shall submit a certificate by the body they are subjected to, only in case this body is vested with disciplinary powers on its member; otherwise, they shall submit a legal statement certifying that: a) there is not any disciplinary body and b) that they have not committed any grave professional offence.

For all other cases presented in **paragraph 19.1.3**, an Official Statement is filed before the responsible Judicial or Administrative Authority, a notary public or a responsible professional or commercial organization of the member-state or of the Bidder's country of origin/installation, stating that the grounds for disqualification do not apply to the subject Bidder.

---

**INVITATION TO TENDER**

---

**f) Supporting documents in paragraph 19.1.4**

In order to prove that there is no reason for disqualification, as mentioned in paragraph 19.1.4, the following documents are submitted, provided that the Provisional Contractor is a Societe Anonyme:

**Certificates pertaining to the nominalization of the shares.** [Companies listed in the Stock Exchange of their country of installation are exempted from this obligation and instead they submit a Legal Statement by their legal Representative].

- Certificate issued by the responsible Authority of the country of their seat, whereby it results that the shares are nominal.
- Detailed list with the details of the company’s shareholders and the number of shares of each shareholder, as these details are recorded in the company’s Book of Shareholders, maximum thirty working days prior to the offer submittal date.

In particular:

**a) Companies registered in** the Greek Registries of Designers or Engineering Firms submit only the detailed list with the details of the company’s shareholders and the number of shares of each shareholder, as these details are recorded in the company’s Book of Shareholders, maximum thirty calendar days prior to the offer submittal date, since the requirement for submittal of the certificate whereby it results that the shares are nominal is covered in line with the stipulations of article 21.7 herein.

**b) The foreign companies**, if they possess nominal shares as per the Law in the country of their seat, submit the following:

- aa) Certificate issued by the responsible Authority of the country of their seat, whereby it results that the shares are nominal.
- bb) Detailed list with the number of shares of each shareholder, as these details are recorded in the company’s Book of Shareholders, maximum thirty working days prior to the offer submittal date.
- cc) Any other document proving the nominalization down to the natural entity level of the shares that has been effected within thirty (30) working days the latest prior to the offer submittal date.

**c) The foreign companies**, if they do not possess nominal shares as per the Law in the country of their seat, submit the following:

---

**INVITATION TO TENDER**

---

- aa) A certificate issued by a responsible authority that they are not obliged to nominalize the shares otherwise if such a provision does not exist, they submit a legal statement by the Bidder.
- bb) An updated and valid list of shareholders holding at least one per cent (1%) of the shares or the voting rights of the company.
- cc) In case such a list is not kept, they submit the list of shareholders (possessing one 1%) in accordance with the last General Assembly, should these shareholders are known to the Company.
- dd) If the list stated above is not submitted, the Company ought to justify the reasons why these shareholders are not known. AM does not express a judgement on the above justification. However, AM may be able to demonstrate the ability to submit the said list of shareholders and solely, in that case, the company is disqualified.
- g) To cover the case of paragraph 19.6 herein, an Official Statement before the responsible Judicial or Administrative Authority, a notary public or a responsible professional or commercial organization of the member-state or of the Bidder’s country of origin/installation, stating that a disqualification decision has not been issued against the bidder, according to article 74, Law 4412/2016.

In addition, before contract signing the Bidder submits the Official Statement described in the Joint Ministerial Decision by the Ministers of Development and of the State no. 20977/23.08.07 (B’ 1673) “Supporting documents concerning the registries mentioned in Law 3310/2005, as amended by Law 3414/2005”.

**21.3 Back up documentation proving the Competence to exercise the professional activity stipulated in article 20.1**

In order to prove **the competence in exercising their professional activity**, in accordance with the requirements of article 20.1:

21.3.1 If Bidders fall under the case of paragraph 20.1.1, they are required to submit a Designer’s or Engineering Firm’s licence and, more specifically, for design category 20 “(Geological, Hydrogeological and geophysical designs and investigations)” and 21 “Geotechnical Designs and Investigations”.

21.3.2 If Bidders fall under the case of paragraph 20.1.2, they are required to submit the statements and certificates listed in Annex XI of Appendix A, Law 4412/2016.

21.3.3 If Bidders fall under the case of paragraph 20.1.3, they shall submit:

A Registration certificate in the professional / commercial Registry of the country where they are established and if no such certificate is issued, they shall submit an **affidavit** or, in member-states or in countries where affidavit is

---

**INVITATION TO TENDER**

---

not foreseen, they shall submit an **Official Statement** before an official judicial or administrative authority, notary public or the responsible professional or commercial Institution in the economic operator’s country of origin or country of establishment, certifying that the pertinent certificate cannot be issued that such registry is not kept and that they exercise the activity mentioned in article 18.1 herein.

**21.4 Back up Documentation to demonstrate the Technical and Professional Competence requirements, in line with article 20.2**

In order to prove the technical and professional competence, in line with article 20.2 the following back-up documentation must be submitted, namely:

In case of “borrowed competence” in the sense of paragraph 20.4, the proof of evidence must concern the entity or economic operator lending the subject competence, called henceforth “third party”:

**(a) In order to prove the Executives related Requirements, stipulated by article 20.2.1 - Staffing Requirements**

(a1) Bidders established in Greece are required to submit a Designer’s or Engineering Firm’s licence for the requested design categories, which shall constitute a proof of the information it contains. A licence class C’ or higher is accepted in design category 20 “(Geological, Hydrogeological and geophysical designs and investigations)” and licence class E in design category’21 “Geotechnical Designs and Investigations”.

(a2) Bidders that are registered in the official registries or possess a certificate issued by certification bodies that they comply with the European Certification Standards, in the sense of Annex VII of Appendix A, L. 4412/2016, can submit to ATTIKO METRO S.A. a registration certificate issued by the responsible Authority or the certificate issued by the competent certification body, as per the stipulations of article 83, L. 4412/2016 and article 21.6 of this Invitation, which demonstrates that the requirements are met.

(a3) Bidders not registered in official registries, or not possessing a relevant certificate issued by Certification Bodies, in accordance with paragraph 21.4.a (a2) herein, or if, although registered in these registries, cannot prove through their registration certificate that the requirements of paragraph 20.2.1 herein are met, are required to submit the following:

List of executives of the Economic Operator stating, as a minimum, full name, specialty and years of experience. The list shall be accompanied by CVs that must be drafted in accordance with Sample B.2 of Appendix I and shall be signed by each holder of the corresponding CV, and the position they hold in the organization chart of the company, in order to prove that they fulfil the requirements of article 20.2.1 herein.



---

**INVITATION TO TENDER**

---

**(b) In order to prove the requirements of article 20.2.2 in Experience – (Specialized Personnel – Testing Laboratories - Technical Equipment)**

**(b1) In order to provide specialized personnel (paragraph 20.2.2.a):**

Bidders are required to submit:

A list of the degrees and professional skills (years of experience) of the required specialized personnel. This list must be drafted in accordance with the attached **Sample B1 of the Appendix**.

Detailed CVs of the required specialized personnel that must be drafted in accordance with **Sample B.2 of Appendix I** shall be signed by each holder of the respective CV.

Note that in field 10 of Sample B.2 of Appendix, the indicated years of experience of each person shall not concern his entire professional experience or his entire experience as designer, but shall be those resulting from the required specialized experience. In cases the experience (or part therein) to be made available is related to the participation of this person in a design or project group (e.g. experience of the person responsible for the Laboratory or the person responsible for the Data Base), the duration of this experience shall result from his professional occupation, as mentioned in field 12 of the CV.

In case of “**borrowed competence**”, the invoked “third party” who lends his competence must submit the respective required back up documentation for the “borrowed competence”, stipulated in article 21.7 herein.

It is stressed that, in case the specialised personnel mentioned in paragraph 20.2.2.a herein includes persons not belonging to the Bidder (such as holders of individual licenses not integrated in the Bidder’s license), these persons shall be considered as “third party” resources, even if they have a cooperation with the Bidder. As regards these persons, submission must be made of the aforementioned required documents and those documents proving the “borrowed competence”, stipulated in article 21.7 herein.

**(b2) In order to allocate Soil/Rock Engineering Tests Laboratories (paragraph 20.2.2.b):**

Bidders are required to submit:

- Table of the required Soil/Rock Engineering Tests Laboratories. This table must be drafted in accordance with the attached **Sample B3 of the Appendix**.
- Permit for operation by KEDE for **all** tests mentioned in article 20.2.2.b herein, or accreditation by the National Council of Accreditation (ESYD) for **all** tests mentioned in article 20.2.2.c herein. In case the permit for operation by KEDE has expired, this permit must be submitted along with a relevant back-up documentation proving that the procedure for the permit’s renewal has been initiated for **all** tests required. This documentation can be a relevant certificate by KEDE, or a request to

---

**INVITATION TO TENDER**

---

KEDE about the renewal of the permit for operation bearing a date earlier than the date of expiry of the subject permit, along with the referenced number of submission to KEDE). All the aforementioned documents are also submitted in the form of original copy or lawfully validated copy.

In case of “borrowed competence” of the Soil/Rock Engineering Tests Laboratory, the invoked “third party” who lends his competence must submit, in addition to the above, the respective required back up documentation for the “borrowed competence”, stipulated in article 21.7 herein.

**(b3) In order to allocate technical equipment (paragraph 20.2.2.c):**

Bidders are required to submit a Table including the necessary technical equipment required in accordance with article 20.2.2.c. This table must be drafted in accordance with the attached **Sample B.4 of the Appendix**.

In case of “**borrowed competence**”, as regards the technical equipment, the invoked “third party” who lends his competence must submit the respective required back up documentation for the “borrowed competence”, stipulated in article 21.7 herein.

**21.5 Back up Documentation to examine the legalization of the provisional contractor**

In case the bidder is a legal entity, then the bidder shall submit all legalizing documents demonstrating the legal representative’s signature authorization.

**21.5.1** If the bidder is a Societe Anonyme:

- a) Photocopy of the most recent codified statutes, ratified by a public authority, as filed before the responsible Department, as well as the Government Gazette (FEK) where they were published, if necessary; otherwise, the announcement of the registration in GEMI.
- b) The Government Gazette Issue (FEK) where the minutes on the establishment of its current Board of Directors into a body were published, if required, otherwise, the announcement of the registration in GEMI.
- c) Certificate issued by GEMI (Issuance date no later than thirty (30) days from the deadline for the submission of the offers) on any amendments made to the Statutes, non dissolution of the Company and its winding-up, non existing request, petition or Court Decision for dissolution of the company and the appointment or replacement of a liquidator or co-liquidator, etc.

If the bidders are established abroad, the relevant supporting documents for establishment are issued by the respective countries, according to the applicable legislation in the country of installation.

**21.5.2** In case of Limited Liability Companies:

---

**INVITATION TO TENDER**

---

- a) Photocopy of the most recent codified statutes, as filed in the responsible Department, as well as the Government Gazette (FEK) where they were published, if any; otherwise the announcement for registration in GE.MI.
- b) Certificate (which must have been issued thirty days as a maximum before the deadline for the submission of the offers) issued by GEMI on any amendments made to the Statutes, non dissolution of the Company and its winding-up, non existing request, petition or Court Decision for dissolution of the company and the appointment or replacement of a liquidator or co-liquidator, etc.

21.5.3 In case of private capital company, general partnership company or limited partnership company:

- a) Legible photocopy of the company’s statutes attested by a public authority and any amendments made to them, as well as the announcement for registration in GE.MI.
- b) Certificate issued by the GEMI (which must have been issued thirty days as a maximum before the deadline for the submission of the offers) on any amendments made to the Statutes, non dissolution of the Company and its winding-up, non existing request, petition or Court Decision for dissolution of the company and the appointment or replacement of a liquidator or co-liquidator, etc.

21.5.4 In case of sole proprietorship and natural entities, a photocopy of Commencement of Business Certificate issued by the respective Tax Authority and any amendments thereof.

21.5.5 In case of an association of companies, the aforementioned requirement for submission of legalizing data shall be valid for each member of the subject association.

**21.6 Official Registries of approved economic operators**

The economic operators that are registered in official registries or are holders of a certification issued by certification institutions that comply with the European Certification Standards, in the sense of Annex VII, Appendix A, L. 4412/16, can submit to AM a registration certificate issued by the responsible Authority or the certificate issued by the responsible certification institution.

The above certificates indicate the supporting documentation, based on which the said economic operators were registered or certified and classified in this registry.

The certified registration in the official registries or the certificate issued by the certification institution serves as a proof of competence as regards the requirements for qualitative selection which are satisfied by the official registry or certificate.

---

**INVITATION TO TENDER**

---

The economic operators that are registered in official registries are exempted from the obligation to submit the supporting documentation mentioned in their registration certificate.

**21.7 Back up Documentation to demonstrate the “borrowed experience” mentioned in article 20.3**

In the event that the bidding economic operator or association relies on the competence of other entities, as per article 20.3 herein, these latter entities are also required to submit the supporting documents proving that the disqualification grounds in article 19 herein do not apply to them, as well that they fulfill the specific selection criteria on a per case basis (article 20).

The economic operator is obliged to replace an entity on whose competence the economic operator relies if this entity does not satisfy the relevant selection criterion, or does not fall under the reasons for disqualification specified in article 19.

In addition, should the economic operator wishes to rely on the competence of other entities, he can prove that he has ensured the necessary resources by submitting the relevant Resolution made by the competent Statutory Body of the invoked third party or by a Legal Statement (in case of natural entity), or the relevant agreement between these entities, to this end, approving the provision to the Bidder of the invoked Technical and Professional competence (experience) of the operator, so that this can be available to the Bidder for the execution of the Contract.

This presentation must be detailed and itemize the specific resources that will be made available in the framework of the Agreement in such a way so that AM may proceed to the evaluation, assess the importance of the relevant resources and ascertain the implementation of such a commitment during the execution of the Agreement.

More specifically, as regards the following cases regarding invoking third party resources, the commitments indicated below must be made, namely:

(a) In case of **“borrowed capacity” for the specialized personnel** and, as regards the invoked “third party” lending the capacity, the following are required:

- Decision issued by the Competent Statutory Body (only if the person available for the specialized personnel belongs to a legal entity), stating that:  
*“We approve the provision to ..... (name of the Bidder) of ..... (name of the person available for the specialized personnel, as a ..... (indicate the precise field of expertise). We explicitly commit ourselves to provide to the aforementioned Bidder this specific resource for the*

---

**INVITATION TO TENDER**

---

*execution of the Contract, provided that the Contract is awarded to him, adhering to the provisions of the legislation”.*

- The aforementioned Decision issued by the Statutory Body shall be necessarily accompanied by a Legal Statement by the person available for the specialized personnel, stating that:

*“I accept to be made available to ..... (name of the Bidder) as a ..... (indicate the precise field of expertise), as it results from Resolution No. .... (indicate the Statutory Body Resolution details) made by ..... (indicate the name of the legal entity)”.*

- Legal Statement (only in case the person made available for the specialized personnel is a natural entity), wherein the invoked “operator” shall state that:

*“I shall provide to ..... (name of the Bidder) my capacity as ..... (indicate the precise field of expertise). I explicitly commit myself to provide to the aforementioned Bidder this specific resource for the execution of the Contract, provided that the Contract is awarded to him, adhering to the provisions of the legislation”.*

- (b) In case of **“borrowed capacity” for Soil/Rock Engineering Tests Laboratory** and, as regards the invoked “third party” lending the capacity, the following are required:

Decision issued by the Competent Statutory Body of the invoked “third party” making available the laboratory, or a *Legal Statement for a natural entity* stating that: *“We approve the provision to ..... (name of the Bidder) of the privately owned laboratory under the trade name of ..... (trade name of laboratory), i.e. of the facilities, equipment and human resources of this laboratory, for the execution of the Contract, provided that the Contract is awarded to this Bidder. We explicitly commit ourselves to provide to the aforementioned Bidder this specific resource for the execution of the Contract, provided that the Contract is awarded to him.*

- (c) In case of **“borrowed capacity” for technical equipment** and, as regards the invoked “third party” lending the capacity, the following are also required:

Decision issued by the Competent Statutory Body (or a Legal Statement for natural entity) of the invoked “third party” shall describe in detail the equipment provided and shall decide (or state respectively) that: *“We approve the provision to ..... (name of the Bidder) of the privately owned technical equipment, consisting of the drilling equipment described above with rigs  $\geq 30$  Hp for the execution of the Contract, provided that the Contract is awarded to him”.*

**ARTICLE 22: CONTENT OF THE PARTICIPATION FOLDER**

---

**INVITATION TO TENDER**

---

- 22.1** The folder containing the Offers of Bidders shall include at the penalty of disqualification the following electronic sub-folders:
- a. sub-folder named “Participation back up documentation”,
  - b. sub-folder named ”Financial Offer”,
- as described below:

- 22.2** At the penalty of disqualification, the electronic sub-folder “Participation back up documentation” must contain:

**22.2.1 The European Standard Procurement Document (ESPD)**

Basic information for the submission of the ESPD:

When submitting their offers, the economic operators submit the European Standard Procurement Document (ESPD) mentioned in article 79, paragraph 1, L. 4412/2016, which serves as an updated official statement bearing the consequences of L. 1599/1986 (A’ 75), as a preliminary proof of evidence in replacement of the certificates issued by public authorities or third parties, confirming that the subject economic operator fulfills the following requirements:

- a) it is not in one of the situations described in article 19 herein;
- b) it fulfills the relevant selection criteria, that have been specified as per article 20 herein.

If more than one natural entities are members of the administrative, managerial or supervising body of an economic operator or if they have the power to represent, make decisions or have control over the subject body, then –the ESPD shall be submitted and signed by each one of the aforesaid entities or by the representative of the economic operator, in line with paragraph 13, article 107, Law 4497/2017.

The representative of the economic operator for the implementation of the above is the operator’s legal representative - as it derives from the statutes in effect or the proceedings for his representation at the time the offer is submitted or the application for participation - or the natural entity duly authorized to represent the subject economic operator in procedures related to the conclusion of contracts or in this specific procedure for the contract conclusion.

In the case of economic operator **associations**, submitting a joint offer, the ESPD is submitted separately for each economic operator participating in the association.

In the event that the economic operator relies on the competence of other entities (**borrowed experience**), the ESPD is submitted by the economic operator lending the experience.

The ESPD is generated through the new platform for the electronic management services eESPD, named Promitheus ESPDint.

---

**INVITATION TO TENDER**

---

The ESPD is filed in both .xml and .pdf formats in the economic operator's offer folder, along with the back up participation documents.

The Committee responsible for the Conduct of the Tender shall evaluate the ESPD, either by using the .pdf file or by uploading the .xml file on the website where it was generated.

22.2.2 The **GDPR Statement of Consent. Appendix C, Sample C2**, to be separately submitted by each economic operator and signed by his legal representative.

**22.3 At the penalty of disqualification, the electronic sub-folder “Financial Offer” must contain:**

The Financial Offer, which is prepared by filling in the overall offered price before VAT, as it arises from the “Financial Offer Form” of AM, in the respective electronic form of the system. Subsequently, the system creates a relevant electronic file in .pdf format, which is digitally signed and submitted by the bidder. The information contained in the special electronic form of the system and the produced electronic file, which is digitally signed, must coincide. In any other case, the system produces a relevant message and the bidder is called upon to create anew the electronic .pdf file.

22.3.1 Moreover, the Bidder attaches to a separate electronic file, in a .pdf format, the “Financial Offer Form” (Statement and Offer's Table) duly filled in. The subject Form must be digitally signed by the Bidder himself (in case of natural entity) or the legal representative (in case of Association). In any other case, the financial offer is considered to be unfounded.

The Lowest Bidder is the Bidder who offered the lowest price.

22.3.2 In addition, in case of an association, a statement digitally signed by the bidder himself (in case of natural entity) or the legal representative – in case of association or a joint venture – shall be attached to the electronic sub-folder of the financial offer; the subject statement shall specify the extent and the type of participation of every member of the association, including the allocation of their fee, as well as the association's or joint venture's representative / coordinator.

22.3.3 It is stressed that:

- a) **At the penalty of disqualification, Financial Offers shall not exceed the respective amount of AM's budget;**
- b) The figures of the discount expressed in words prevail over the figures expressed in numbers;
- c) If the details in the Financial Offer are incomplete (missing details other than those entailing disqualification), there are discrepancies between the prices in words and in numbers, or accounting errors to sums and products,



**“GEOLOGICAL AND GEOTECHNICAL  
INVESTIGATIONS AND DESIGNS FOR  
THESSALONIKI METRO EXTENSION TO  
“MACEDONIA” AIRPORT”**

**RFP-355/19  
Α.Σ. 82662**

---

**INVITATION TO TENDER**

---

as well as rounding up errors, the Tender Committee corrects these errors and writes down the correct financial offer;

- d) Any correction, deletion, reference to or any alteration of the text of the Financial Offer Form and/or comments, conditions, or terms on it, shall be considered as reservations on the terms of the Tender and shall result in the rejection of the Financial Offer of the Bidder who expresses same.



INVITATION TO TENDER

ΥΠΟΔΕΙΓΜΑ Α1

ΕΓΓΥΗΤΙΚΗ ΕΠΙΣΤΟΛΗ ΚΑΛΗΣ ΕΚΤΕΛΕΣΗΣ

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

Ημερομηνία έκδοσης .....

Προς: (Πλήρης επωνυμία Αναθέτουσας Αρχής/Αναθέτοντος Φορέα<sup>1</sup>) .....  
(Διεύθυνση Αναθέτουσας Αρχής/Αναθέτοντος Φορέα)<sup>2</sup> .....

Εγγύηση μας υπ' αριθμ. .... ποσού ..... ευρώ<sup>3</sup>.

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

ευρώ.....<sup>4</sup>

υπέρ του:

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

ΑΦΜ: ..... (διεύθυνση) ....., ή

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

..... (διεύθυνση) ....., ή

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

α) (πλήρη επωνυμία) ..... ΑΦΜ: ..... (διεύθυνση) .....

β) (πλήρη επωνυμία) ....., ΑΦΜ: ..... (διεύθυνση) .....

γ) (πλήρη επωνυμία) ....., ΑΦΜ: ..... (διεύθυνση) .....

(συμπληρώνεται με όλα τα μέλη της ένωσης)

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

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

<sup>1</sup> Όπως ορίζεται στα έγγραφα της σύμβασης.

<sup>2</sup> Όπως ορίζεται στα έγγραφα της σύμβασης.

<sup>3</sup> Ολογράφως και σε παρένθεση αριθμητικώς.

<sup>4</sup> Όπως υποσημείωση 3.

---

**INVITATION TO TENDER**

---

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

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

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

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

(Εξουσιοδοτημένη Υπογραφή)



**INVITATION TO TENDER**

---

**SAMPLE A2**

**GOOD PERFORMANCE LETTER OF GUARANTEE**

Issued by (Full name of the Credit Institution)

...../TMEDE

Date of issuance:.....

To: (Full name of the Awarding Authority / Agency <sup>1</sup>)

.....

(Address of the Awarding Authority / Agency<sup>2</sup>)

.....

Our Guarantee no. .... against the amount of ..... euro<sup>3</sup>.

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

in favour of:

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

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

(iii) [in case of a Association]: of physical/ legal entities

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

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

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

(fill in all members of the Association)

individually and for each one of the above and jointly and severally liable in their capacity as members of the Association for the good performance of the contract “**(title of the contract)**”, in accordance with ATTIKO METRO S.A. Invitation to Tender ..... (number)”.

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

---

<sup>1</sup> As specified in the Contract documents

<sup>2</sup> As specified in the Contract documents

<sup>3</sup> The amount of the Letter of Guarantee is written in full and in numbers in brackets.

<sup>4</sup> See footnote 3



**“GEOLOGICAL AND GEOTECHNICAL  
INVESTIGATIONS AND DESIGNS FOR  
THESSALONIKI METRO EXTENSION TO  
“MACEDONIA” AIRPORT”**

**RFP-355/19  
A.Σ. 82662**

---

**INVITATION TO TENDER**

---

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

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

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

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

(Authorized Signature)



**GEOLOGICAL AND GEOTECHNICAL  
INVESTIGATIONS AND DESIGNS FOR  
THESSALONIKI METRO EXTENSION TO  
“MACEDONIA” AIRPORT”  
INVITATION TO TENDER**

RFP-355/19  
Α.Σ. 82662

**ΥΠΟΔΕΙΓΜΑ Β1**

**ΚΑΤΑΛΟΓΟΣ ΕΞΕΙΔΙΚΕΥΜΕΝΟΥ ΠΡΟΣΩΠΙΚΟΥ**

**ΟΝΟΜΑ ΥΠΟΨΗΦΙΟΥ:** (Τίθεται ο τίτλος της Εταιρίας η του Φυσικού προσώπου που αφορά ο πίνακας. Σε περίπτωση σύμπτωσης αναγράφονται όλα τα μέλη αυτής.)

α/α	Όνοματεπώνυμο	Τίτλος σπουδών (Διπλ/χος ΑΕΙ, κλπ – Ειδικότητα)	Θέση	Επαγγελματική Εμπειρία
1	2	3	4	5
1				
2				
3				
4				
5				
6				
7				
8				
9				

(Τόπος – Ημερομηνία)  
Ηλεκτρονική Υπογραφή  
Νομίμου Εκπροσώπου



**GEOLOGICAL AND GEOTECHNICAL  
INVESTIGATIONS AND DESIGNS FOR  
THESSALONIKI METRO EXTENSION TO  
“MACEDONIA” AIRPORT”  
INVITATION TO TENDER**

RFP-355/19  
Α.Σ. 82662

**SAMPLE B1**

**LIST OF SPECIALIZED PERSONNEL**

**NAME OF THE BIDDER:** (Title of the Company or of the Natural entity. In case of J/V, all members are listed)

No.	Full name	Academic title (University degree holder, etc. - Specialty)	Position	Professional Experience
1	2	3	4	5
1				
2				
3				
4				
5				
6				
7				
8				
9				

(Location - Date)  
Electronic Signature  
of the Legal representative

**ΥΠΟΔΕΙΓΜΑ Β2**

**ΑΝΑΛΥΤΙΚΟ ΒΙΟΓΡΑΦΙΚΟ ΣΗΜΕΙΩΜΑ**

1. **Επώνυμο** :
2. **Όνομα** :
3. **Ημερομηνία και τόπος γέννησης** :
4. **Υπηκοότητα** :
5. **Οικογενειακή Κατάσταση** :
6. **Εκπαίδευση** :

<b>ΊΔΡΥΜΑ:</b>	
Ημερομηνία: Από (μήνες/έτη) (Μήνες/έτη)	
<b>Πτυχίο:</b>	

(Σε περίπτωση σπουδών σε περισσότερα του ενός Ιδρύματα ή περισσότερα του ενός πτυχία ο πίνακας τροποποιείται κατάλληλα).

7. **Γλώσσες:** (Βαθμοί 1 έως 5 για την ικανότητα, όπου 5 είναι το άριστα) :

ΓΛΩΣΣΑ	ΑΝΤΙΛΗΨΗ	ΠΡΟΦΟΡΙΚΟΣ ΛΟΓΟΣ	ΓΡΑΠΤΟΣ ΛΟΓΟΣ
Ελληνικά			

(Προστίθενται ή αφαιρούνται σειρές ανάλογα).

8. **Μέλος επαγγελματικών οργανισμών :**
9. **Παρούσα θέση:** (Αναγράφεται η σημερινή απασχόληση - θέση σε Επιχείρηση, Οργανισμό Δημοσίου ή Ιδιωτικού τομέα, ελεύθερος επαγγελματίας κλπ).
10. **Έτη επαγγελματικής εμπειρίας:** (Αναγράφονται τα συνολικά έτη πραγματικής επαγγελματικής εμπειρίας στο εξειδικευμένο αντικείμενο της παρ. 20.1.β της Προκήρυξης και όχι τα έτη από κτήσεως πτυχίου).
11. **Επαγγελματική απασχόληση:**  
(Αναγράφεται η απασχόληση του σε όλες τις μέχρι σήμερα Επιχειρήσεις ή Υπηρεσίες ξεκινώντας από την σημερινή θέση απασχόλησης σε σχέση πάντα με το εξειδικευμένο

αντικείμενο της παρ. 20.2.2.α της Διακήρυξης. Δίδονται στοιχεία όπως η χρονική διάρκεια παραμονής σε κάθε διαφορετική Επιχείρηση ή Υπηρεσία ή ενδεχομένως διαφορετική θέση, οι αρμοδιότητες και ευθύνες που είχε σε κάθε θέση).

**Χρονική διάρκεια:** Από (μήνας/έτος) έως (μήνας/έτος)  
**Χώρα:**  
**Ονομασία Επιχείρησης – Υπηρεσίας:**  
**Θέση στην Επιχείρηση – Υπηρεσία:**  
**Αρμοδιότητες – ευθύνες:**

**Χρονική διάρκεια:** Από (μήνας/έτος) έως (μήνας/έτος)  
**Χώρα:**  
**Ονομασία Επιχείρησης – Υπηρεσίας:**  
**Θέση στην Επιχείρηση – Υπηρεσία:**  
**Αρμοδιότητες – ευθύνες:**

**12 Εμπειρία σχετικά με τις απαιτήσεις της Διακήρυξης :**

ΧΩΡΑ	ΗΜΕΡΟΜΗΝΙΑ: Από (μήνας/έτος) Έως (μήνας/έτος)	ΟΝΟΜΑ ΚΑΙ ΣΥΝΟΠΤΙΚΗ ΠΕΡΙΓΡΑΦΗ ΤΗΣ ΜΕΛΕΤΗΣ ΘΕΣΗ και ΠΕΡΙΓΡΑΦΗ ΚΑΘΗΚΟΝΤΩΝ

Τόπος-Ημερομηνία

Υπογραφή

Σημείωση:

Το παρόν έγγραφο υποβάλλεται υπογεγραμμένο από το άτομο που αφορά το βιογραφικό σε μορφή pdf και προσκομίζεται σε έντυπη μορφή, σύμφωνα με τις απαιτήσεις της παρ. 4.2.(δ) της παρούσας, είτε πρωτότυπα είτε σε απλή φωτοτυπία εφόσον συνοποβάλλεται Υπεύθυνη Δήλωση στην οποία βεβαιώνεται η ακρίβειά τους και η οποία φέρει υπογραφή μετά την έναρξη διαδικασίας σύναψης σύμβασης.





**GEOLOGICAL AND GEOTECHNICAL  
INVESTIGATIONS AND DESIGNS FOR  
THESSALONIKI METRO EXTENSION TO  
“MACEDONIA” AIRPORT”  
INVITATION TO TENDER**

RFP-355/19  
Α.Σ. 82662

**SAMPLE B2**

**DETAILED CURRICULUM VITAE**

1. Surname :
2. Name :
3. Date and place of birth :
4. Nationality :
5. Marital Status :
6. Training :

<b>INSTITUTION:</b>	
<i>Date: from (months/years) (Months/years)</i>	
<b>Degree:</b>	

(In case of studies in more than one Institutions or more than one degrees, the table shall be modified accordingly).

7. **Languages:** (Rate competence from 1 to 5, use 5 for “Excellent”) :

LANGUAGE	COMPREHENSION	ORAL SPEECH	WRITING
Greek			

(Add or remove rows as required).

8. **Member of professional associations:**
9. **Current position:** (State the current employment – position in an Enterprise, Organization of the Public or Private Sector, freelance, etc.)
10. **Years of professional experience:** (State the total number of years of actual professional experience in the specialized scope of paragraph 20.1.b herein and not the years since the graduation date).
11. **Professional employment:** (State his/her employment in all Enterprises or Services until the present day, starting from his/her current employment position in relation to the specialized scope of paragraph 20.2.2.a of the Invitation. Provide information, such as the duration of



**GEOLOGICAL AND GEOTECHNICAL  
INVESTIGATIONS AND DESIGNS FOR  
THESSALONIKI METRO EXTENSION TO  
“MACEDONIA” AIRPORT”  
INVITATION TO TENDER**

RFP-355/19  
Α.Σ. 82662

his/her presence in each different Enterprise or Service or, possibly, a different position, his/her duties and responsibilities at each position held).

**Duration:** From (month/year) to (month/year)

**Country:**

**Name of Enterprise - Service:**

**Position in the Enterprise - Service:**

**Duties - Responsibilities:**

**Duration:** From (month/year) to (month/year)

**Country:**

**Name of Enterprise - Service:**

**Position in the Enterprise - Service:**

**Duties - Responsibilities:**

**12. Experience related to the requirements of the Invitation:**

COUNTRY	DATE: From (month/year) Up to (month/year)	TITLE AND SUMMARY DESCRIPTION OF THE DESIGN POSITION AND DESCRIPTION OF DUTIES

**Location –Date**

**Signature**

**Note:**

This document shall be signed by the individual whom the CV refers to and be submitted in .pdf format and in printout, in line with the requirements of paragraph 4.2.d herein, either in original copy or in a simple photocopy, if a legal statement is also submitted certifying the accuracy of the information included therein, and which shall bear a signature after the initiation of the procedure for the conclusion of the contract.



**GEOLOGICAL AND GEOTECHNICAL  
INVESTIGATIONS AND DESIGNS FOR  
THESSALONIKI METRO EXTENSION TO  
“MACEDONIA” AIRPORT”  
INVITATION TO TENDER**

RFP-355/19  
Α.Σ. 82662

**ΥΠΟΔΕΙΓΜΑ Β3**

**ΠΙΝΑΚΑΣ ΕΡΓΑΣΤΗΡΙΟΥ (ή ΕΡΓΑΣΤΗΡΙΩΝ) ΔΟΚΙΜΩΝ ΕΔΑΦΟΜΗΧΑΝΙΚΗΣ ΚΑΙ  
ΒΡΑΧΟΜΗΧΑΝΙΚΗΣ,  
ΠΟΥ ΘΑ ΔΙΑΤΕΘΕΙ ΑΠΟ ΤΟΝ ΥΠΟΨΗΦΙΟ ΓΙΑ ΤΗΝ ΕΚΤΕΛΕΣΗ ΤΗΣ ΣΥΜΒΑΣΗΣ**

**ΟΝΟΜΑ ΥΠΟΨΗΦΙΟΥ:** (τίθεται ο τίτλος της Εταιρίας ή του Φυσικού προσώπου που αφορά ο πίνακας. Σε περίπτωση ένωσης αναγράφονται όλα τα μέλη αυτής)

Επωνυμία Εργαστηρίου	Ιδιοκτήτης Εργαστηρίου	Φορέας διαπίστευσης / αδειοδότησης δοκιμών	Διαπιστευμένες / αδειοδοτημένες δοκιμές της παρ. 20.2.2.γ (αναλυτικά)	Διάρκεια ισχύος διαπίστευσης/ αδειοδότησης κάθε δοκιμής της παρ. 20.2.2.γ

Ηλεκτρονική Υπογραφή  
Νομίμου Εκπροσώπου



**GEOLOGICAL AND GEOTECHNICAL  
INVESTIGATIONS AND DESIGNS FOR  
THESSALONIKI METRO EXTENSION TO  
“MACEDONIA” AIRPORT”  
INVITATION TO TENDER**

RFP-355/19  
A.Σ. 82662

**SAMPLE B3**

**LIST OF SOIL/ROCK ENGINEERING TESTS LABORATORY (-IES)  
TO BE ALLOCATED BY THE BIDDER FOR THE EXECUTION OF THE CONTRACT**

**NAME OF THE BIDDER:** (Title of the Company or of the Natural entity. In case of an Association, all members are listed)

Laboratory Title	Laboratory Owner	Test Accreditation / Licensing Agency	Accredited / licensed tests as per paragraph 20.2.2.c (in detail)	Duration of Accreditation / Licensing Duration for each test mentioned in paragraph 20.2.2.c
			----- ----- -----	
			----- ----- -----	

Electronic Signature  
of Legal Representative



**GEOLOGICAL AND GEOTECHNICAL  
INVESTIGATIONS AND DESIGNS FOR  
THESSALONIKI METRO EXTENSION TO  
"MACEDONIA" AIRPORT"  
INVITATION TO TENDER**

RFP-355/19  
Α.Σ. 82662

**ΥΠΟΔΕΙΓΜΑ Β4**

**ΠΙΝΑΚΑΣ ΤΕΧΝΙΚΟΥ ΕΞΟΠΛΙΣΜΟΥ  
ΠΟΥ ΘΑ ΔΙΑΤΕΘΕΙ ΑΠΟ ΤΟΝ ΥΠΟΨΗΦΙΟ ΓΙΑ ΤΗΝ ΕΚΤΕΛΕΣΗ ΤΗΣ ΣΥΜΒΑΣΗΣ**

**ΟΝΟΜΑ ΥΠΟΨΗΦΙΟΥ:** (Τίθεται ο τίτλος της Εταιρίας ή του Φυσικού προσώπου που αφορά ο πίνακας  
. Σε περίπτωση ένωσης αναγράφονται όλα τα μέλη αυτής.)

<b>α/α</b>	<b>Είδος Τεχνικού Εξοπλισμού</b>	<b>Ιδιοκτήτης Τεχνικού Εξοπλισμού</b>	<b>Αναλυτική Περιγραφή Τεχνικού Εξοπλισμού (Αναγράφεται ο κατασκευαστής, το έτος κατασκευής, ο αριθμός κυκλοφορίας και ο αριθμός πλαισίου)</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
1	Γεωτρητικό συγκρότημα με γεωτρήπανο ιπποδύναμης ___ Hp		
2	Γεωτρητικό συγκρότημα με γεωτρήπανο ιπποδύναμης ___ Hp		
3	Γεωτρητικό συγκρότημα με γεωτρήπανο ιπποδύναμης ___ Hp		
4	Γεωτρητικό συγκρότημα με γεωτρήπανο ιπποδύναμης ___ Hp		
5	Γεωτρητικό συγκρότημα με γεωτρήπανο ιπποδύναμης ___ Hp		

**Ηλεκτρονική Υπογραφή  
Νομίμου Εκπροσώπου**



**GEOLOGICAL AND GEOTECHNICAL  
INVESTIGATIONS AND DESIGNS FOR  
THESSALONIKI METRO EXTENSION TO  
“MACEDONIA” AIRPORT”  
INVITATION TO TENDER**

RFP-355/19  
A.Σ. 82662

**SAMPLE B4**

**LIST OF TECHNICAL EQUIPMENT  
TO BE ALLOCATED BY THE BIDDER FOR THE EXECUTION OF THE CONTRACT**

**NAME OF THE BIDDER:** (Title of the Company or of the Natural entity included in the list. In case of an Association, all members are listed)

<b>No.</b>	<b>Type of Technical Equipment</b>	<b>Technical Equipment Owner</b>	<b>Detailed Description of the Technical Equipment (Name of the Manufacturer, year of manufacturing, License and chassis numbers)</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
1	Drilling equipment with drilling rig of ___ Hp		
2	Drilling equipment with drilling rig of ___ Hp		
3	Drilling equipment with drilling rig of ___ Hp		
4	Drilling equipment with drilling rig of ___ Hp		
5	Drilling equipment with drilling rig of ___ Hp		

**Electronic Signature  
of Legal Representative**

**ΥΠΟΔΕΙΓΜΑ Γ1**

**ΔΗΛΩΣΗ ΣΥΓΚΑΤΑΘΕΣΗΣ  
ΕΠΕΞΕΡΓΑΣΙΑΣ ΔΕΔΟΜΕΝΩΝ ΠΡΟΣΩΠΙΚΟΥ ΧΑΡΑΚΤΗΡΑ**

Η Αττικό Μετρό Α.Ε. (ΑΜ) ενημερώνει υπό την ιδιότητά της ως υπεύθυνη επεξεργασίας, το φυσικό πρόσωπο που υπογράφει την Αίτηση Συμμετοχής ως Νόμιμος Εκπρόσωπος, ότι η ίδια ή και τρίτοι, κατ' εντολή και για λογαριασμό της, θα επεξεργάζονται τα ακόλουθα δεδομένα ως εξής:

- I. Αντικείμενο επεξεργασίας είναι τα δεδομένα προσωπικού χαρακτήρα που περιέχονται στον Φάκελο Προσφοράς, ο οποίος υποβάλλεται στην ΑΜ, στο πλαίσιο του παρόντος Διαγωνισμού, από το φυσικό πρόσωπο το οποίο είναι Νόμιμος Εκπρόσωπος Διαγωνιζομένου.
- II. Σκοπός της επεξεργασίας είναι η αξιολόγηση του Φακέλου Προσφοράς, η ανάθεση της Σύμβασης, η προάσπιση των δικαιωμάτων της ΑΜ, η εκπλήρωση των εκ του νόμου υποχρεώσεων της ΑΜ και η εν γένει ασφάλεια και προστασία των συναλλαγών. Τα δεδομένα ταυτοπροσωπίας και επικοινωνίας θα χρησιμοποιηθούν από την ΑΜ και για την ενημέρωση του Διαγωνιζόμενου σχετικά με την αξιολόγηση του υποβληθέντος Φακέλου Προσφοράς.
- III. Αποδέκτες των ανωτέρω υπό I παραγράφου δεδομένων στους οποίους κοινοποιούνται είναι:
  - (α) Φορείς στους οποίους η ΑΜ αναθέτει την εκτέλεση συγκεκριμένων ενεργειών για λογαριασμό της, δηλαδή οι Σύμβουλοι, τα υπηρεσιακά στελέχη και λοιποί εν γένει προστηθέντες της, υπό τον όρο της τήρησης σε κάθε περίπτωση του απορρήτου.
  - (β) Το Δημόσιο, άλλοι δημόσιοι φορείς ή δικαστικές αρχές ή άλλες αρχές ή δικαιοδοτικά όργανα, στο πλαίσιο των αρμοδιοτήτων τους.
  - (γ) Έτεροι συμμετέχοντες στο Διαγωνισμό, στο πλαίσιο της αρχής της διαφάνειας και του δικαιώματος δικαστικής προστασίας των συμμετεχόντων στο Διαγωνισμό, σύμφωνα με το νόμο.
- IV. Τα δεδομένα της ανωτέρω υπό I παραγράφου θα τηρούνται για χρονικό διάστημα είκοσι (20) ετών από την λήξη της προθεσμίας υποβολής του Φακέλου Προσφοράς ή, αναφορικά με τον Ανάδοχο, για χρονικό διάστημα είκοσι (20) ετών από την λήξη ή λύση της Σύμβασης. Μετά τη λήξη των ανωτέρω περιόδων, τα προσωπικά δεδομένα θα καταστρέφονται.
- V. Το φυσικό πρόσωπο που είναι Νόμιμος Εκπρόσωπος του Διαγωνιζόμενου, μπορεί να ασκεί κάθε νόμιμο δικαίωμά του σχετικά με τα δεδομένα προσωπικού χαρακτήρα που το αφορούν, απευθυνόμενο στην ΑΜ στα στοιχεία επικοινωνίας που αναφέρονται στην Πρόσκληση.
- VI. Η ΑΜ έχει υποχρέωση να λαμβάνει κάθε εύλογο μέτρο για τη διασφάλιση του απορρήτου και της ασφάλειας της επεξεργασίας των δεδομένων και της προστασίας τους από τυχαία ή αθέμιτη καταστροφή, τυχαία απώλεια, αλλοίωση, απαγορευμένη διάδοση ή πρόσβαση από οποιονδήποτε και κάθε άλλης μορφή αθέμιτη επεξεργασία.



**GEOLOGICAL AND GEOTECHNICAL  
INVESTIGATIONS AND DESIGNS FOR  
THESSALONIKI METRO EXTENSION TO  
“MACEDONIA” AIRPORT”  
INVITATION TO TENDER**

RFP-355/19  
Α.Σ. 82662

VII. Αφού ενημερώθηκα για τα ανωτέρω, παρέχω την ανεπιφύλακτη συγκατάθεσή μου για την επεξεργασία των ανωτέρω δεδομένων μου προσωπικού χαρακτήρα για όλους τους σκοπούς που αναφέρονται στην υπό II παράγραφο του παρόντος.

Η ανωτέρω συγκατάθεσή μου ισχύει για κάθε εφεξής σχέση μου με την ΑΜ και ειδικότερα στην περίπτωση που ανακηρυχθώ Ανάδοχος της σύμβασης.

Ηλεκτρονική Υπογραφή  
Νομίμου Εκπροσώπου

<sup>1</sup> Η ειδική ικανότητα (εμπειρία στην παραγωγή εξειδικευμένων μελετών) μπορεί να ζητείται για κάποιες μόνο από τις επιμέρους κατηγορίες μελετών, κατά την κρίση της Προϊσταμένης Αρχής, αυτές δηλαδή που διαθέτουν τα ειδικά χαρακτηριστικά που απαιτούν την εξειδικευμένη εμπειρία.





**GEOLOGICAL AND GEOTECHNICAL  
INVESTIGATIONS AND DESIGNS FOR  
THESSALONIKI METRO EXTENSION TO  
“MACEDONIA” AIRPORT”  
INVITATION TO TENDER**

---

RFP-355/19  
A.Σ. 82662

**SAMPLE C1**

**GDPR STATEMENT OF CONSENT**

ATTIKO METRO S.A., in its capacity as head of processing, hereby notifies the physical entity signing the Application for Participation as the Legal Representative, that ATTIKO METRO S.A. and/or third parties, by order and on behalf of it, shall process the following data as follows:

- I. The scope of processing is personal data included in the Offer Envelope, which is submitted to ATTIKO METRO S.A. in the framework of this Tender by the physical entity being the Legal Representative of the Bidder.
- II. The aim of processing is the evaluation of the Offer Envelope, the Contract award, the protection of ATTIKO METRO S.A. interests, the fulfilment of ATTIKO METRO S.A. obligations, deriving from the pertinent legislation and, in general, the security and protection of transactions. Information on personal data and communication shall be used by ATTIKO METRO S.A. to brief the Bidder about the evaluation of the Offer Envelope he submitted.
- III. The recipients, to whom data stipulated in the aforementioned paragraph I are copied, are as follows:
  - (a) Entities to whom ATTIKO METRO S.A. awards the execution of specific activities on its behalf, i.e. Consultants, executives and, in general, other assignees of ATTIKO METRO S.A., on condition that confidentiality is ensured in all cases.
  - (b) The State, other Public Entities or Judicial Authorities, or other Entities, or Bodies of Jurisdiction, in the framework of their duties.
  - (c) Other participants in the Tender, in the framework of the principle of transparency and of the right of legal protection of the participants in the Tender, according to the Law.
- IV. The information stipulated in the aforementioned paragraph I shall be kept for a period of twenty (20) years upon expiry of the deadline for the submission of the Offer Envelope or, as regards the Contractor, for a time period of twenty (20) years upon expiry or dissolution of the Contract. Upon expiry of the aforementioned periods, personal data shall be destroyed.
- V. The physical entity, who is the Legal Representative of the Bidder, can exercise every legal right of his as regards personal data concerning him, addressing himself to ATTIKO METRO S.A. in the “contact person” stipulated in the Invitation.
- VI. ATTIKO METRO S.A. has the obligation to introduce all reasonable measures to ensure confidentiality and security of data processing and protection thereof against any accidental or unauthorized destruction, accidental loss, alteration, forbidden propagation or access by any entity whatsoever, and against any other form of unauthorized processing.
- VII. **Having been informed on the above I hereby grant my unconditional consent for processing my personal data for all purposes included in paragraph II herein.**



**GEOLOGICAL AND GEOTECHNICAL  
INVESTIGATIONS AND DESIGNS FOR  
THESSALONIKI METRO EXTENSION TO  
“MACEDONIA” AIRPORT”  
INVITATION TO TENDER**

---

RFP-355/19  
A.Σ. 82662

My aforementioned consent is in effect for any type of relation between myself and ATTIKO METRO S.A. henceforth and, in particular, in case I am appointed as the Contractor of the subject Contract.

Electronic Signature  
of Legal Representative