



ATTIKO METPO A.E.

**TITLE OF THE TENDER: "TECHNICAL CONSULTANT SERVICES
FOR ATTIKO METRO S.A. PROJECTS IN
ATTICA REGION"**

RFP-381/20 (A.Σ. 95151)

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

INVITATION TO TENDER

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CHAPTER A

ARTICLE 1 INTRODUCTION – AWARDING AUTHORITY INFORMATION - CONTACT INFORMATION

- 1.1** ATTIKO METRO S.A. a SINGLE-MEMBER S.A. Company, trading as ATTIKO METRO S.A., was established via Article First of Law 1955/91. The purpose of ATTIKO METRO S.A., 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, organization, management, 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 (electrification or non-electrification network) as well as of the TRAMWAY network in whole Greece.

ATTIKO METRO S.A. announces an international electronic Tender based on the open procedure above the limits set in Law 4412/2016, through the Greek National Public eProcurement System (ESIDIS), for the selection of a Contractor for the conclusion of a Contract entitled “Technical Consultant Services for ATTIKO METRO S.A. Projects in Attica Region” and it invites the interest economic operators (physical or legal entities, either individual or in association schemes) to submit offers, in line with the stipulations of this Invitation and the documents of the present contract execution procedure for the appointment of a Contractor.

The contract shall be concluded between ATTIKO METRO S.A. and the economic operator to be appointed as the Contract by virtue of this procedure.

- 1.2** The Awarding Authority, Owner of the Contract and Employer the Contract to be compiled is ATTIKO METRO S.A..
- 1.3** Contact Information of the Agency is included in the following Table:

Title	ATTIKO METRO, a SINGLE-MEMBER S.A. Company, trading as ATTIKO METRO S.A.
Postal Address	191-193 Messogion Avenue
City	Athens
Postal Code	115 25
Contact Person	Aikaterini Saiti
Tel. No.	210-6792473
Fax No.	210-6726126
e-mail	ksaiti@ametro.gr
Geographical Area of the Agency (Nuts)	EL30
Geographical Area of the Location where the	EL30



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Contract shall be executed (Nuts)	
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1.4 Title of the Tender

The title of the tender is **“TECHNICAL CONSULTANT SERVICES FOR ATTIKO METRO S.A. PROJECTS IN ATTICA REGION”**. This title must be indicated on all Envelopes and (Sub)envelopes of the offers, accompanied by the reference code **RFP-381/20**.

ARTICLE 2 DOCUMENTS RELATED TO THE PROCEDURE FOR THE CONTRACT CONCLUSION – PROVISION OF CLARIFICATIONS

2.1 The Documents concerning the subject procedure shall be as follows:

1. European Single Procurement Document (ESPD)
2. This Document entitled “Invitation to Tender”, along with its Appendices
3. The Document entitled “Financial Form”
4. The Document entitled “Conditions of Contract”
5. The Document entitled “Technical Information about the Consultant’s Personnel and Services”
6. The Document entitled “Pre-estimated Fee”.

The aforesaid documents shall be posted on ESIDIS web portal (www.promitheus.gov.gr) and on ATTIKO METRO S.A.’s website (www.ametro.gr).

2.2 Any information regarding the subject procedure shall be provided by Mrs. K. Saiti, Tel. No. 210-6792351, 210-6792473, during working hours from 09.00 to 15:00h.

2.3 Interested economic operators are given the option, prior to the submission of Offers, to submit questions and request clarifications regarding the documents of this procedure electronically at the web page for this specific tender, via ESIDIS web portal www.promitheus.gov.gr by **01/03/2021, 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. Requests for the provision of clarifications that are not submitted electronically via ESIDIS, shall not be examined.

2.4 ATTIKO METRO S.A. 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 and on the web site of ATTIKO METRO S.A. (www.ametro.gr) by **23/03/2021 at 11:00h** at the latest. It is stressed that responses shall be provided only to those questions that have been submitted electronically.

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- 2.5** The Clarifications Document may include improvements, additions or clarifications on the terms of this Invitation, as well as on the remaining documents of this procedure for Contract conclusion that might be required. The Clarifications Document shall complement the Documents of this procedure for contract signing and is considered to be an integral part of the Invitation.
- 2.6** It is stressed that any information, views, etc., which may be given or expressed by any member, executive or employee of ATTIKO METRO S.A. shall not be binding for ATTIKO METRO S.A.. The interested economic operators should take into consideration only the content of the tender documents, the content of the Clarifications Document that might be issued by ATTIKO METRO S.A. and the related official correspondence.

ARTICLE 3 ELECTRONIC SUBMISSION OF OFFER FOLDER

- 3.1** At the penalty of disqualification and as concerns the submission manner and the content of the folder, offers must adhere to the provisions of this Invitation.

Offers and the documents accompanying same shall be submitted by the interested parties electronically, via ESIDIS 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 accordance with the stipulations of articles 36 and 37 Law 4412/2016, and Ministerial Decision No. 56902/215.

In order to participate in the tender, the interested economic operators must possess an approved advanced digital signature or an advanced digital signature, backed up by an approved certification granted to them by an approved provider of certification services, who is registered in the “trusted list”, foreseen in Decision 2009/767/EC, and in accordance with the stipulations of Regulations (EU) 910/2014 and the provisions of Ministerial Decision No. 56902/215 about “Technical details and procedures for the operation of the National Electronic Public Procurement System (ESIDIS)” (FEK B’ 1924/02.06.2017); the subject economic operators must also register into the electronic system (ESIDIS – Web Portal www.promitheus.gov.gr) following the registration procedure described in article 5, of the Ministerial Decision mentioned above.

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 legal statement specified in the aforementioned clause shall bear the subject signature up to ten (10) days prior to the final deadline for the offers’ submission.

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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” (including required information in accordance with the provisions of the legislation in force and article 21.1 of this Invitation;
- b. One sub-folder* named “Technical Offer” (including the required technical data of the offer of the economic operator, in accordance with article 21.2 of this Invitation;
- c. One sub-folder* named “Financial Offer” (including the Financial Offer of the economic operator, properly filled in, in accordance with article 21.3 of this Invitation;

* (sub)folder: attached files in the electronic system.

3.3

The Bidder shall mark – through the appropriate field of the system, the confidential information contained in his offer, in line with the stipulations of article 257, Law 4412/2016.

In this case, in the pertinent (sub)folder, 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 and the technical offer related information that shall be used for its evaluation are not characterized as confidential.

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.

3.4

Users – economic operators shall submit the above (sub)folders via the system, as described below:

- a. The data and back-up documentation included in the (sub)folder with the indication “Participation back-up documentation” and those included in the (sub)folder with the indication “Technical Offer” shall be electronically filed by the economic operator in Portable Document Format (.pdf) files. If drafted/generated by the same economic operator, the above shall bear an approved advanced digital signature or an advanced digital signature using approved certificates, in line with paragraph 3, article 8 of the Joint Ministerial Decision No. 117384/26.10.2017, without requiring authenticity of the signature, under the reservation of the provisions of paragraph 3.1. herein, as regards foreign economic operators.

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- b.** 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” and in the respective (sub)folder – all information of their offer in a .pdf format.
- c.** Subsequently, through the relevant sub-system, bidders shall produce the electronic files [(“Reports”) of the Participation Back up documentation, the Technical Offer and the Financial Offer in .pdf files]. These files shall be signed by the bidders either using an approved advanced digital signature or an advanced digital signature documented by approved certificates, in line with paragraph 3 of article 8 of the Joint Ministerial Decision 117384/26-10-2017, 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, Technical Offer 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 error message on the user interface of the Bidders for the Bidders to make the necessary corrections.
- d.** In all cases in which private documents are submitted along with the offer, these can be accepted either as per the stipulations of Law 4250/2014 (A' 94) or as simple photocopies, on condition they are accompanied by a legal statement verifying their accuracy, and on condition that the date of signature on them is later than the date of the contract signing (i.e. after the transmission of the invitation to the Official Journal of the European Union).
- e.** If the back up documentation for participation, the technical offer 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 filed; this confirmation is sent to the economic operator via an e-mail.
- g.** At the penalty of disqualification, within three (3) working days upon the electronic submission of the data and back up documentation concerning Participation and Technical Offer – the economic operators must submit to ATTIKO METRO S.A. in a printed format and in a sealed envelope the electronic offer related information, which must be delivered in originals, in line with Law 4250/2014. The aforesaid information and documentation include as an example the participation letter of guarantee, the original documents that have been issued by private entities and are not certified by a Lawyer, as well as the documents bearing the Hague Stamp (Apostille). Information and documentation bearing digital signatures, Government Gazette Issues (FEKs), technical leaflets and all documentation that agencies must accept in copies of original documents



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– as foreseen by Law 4250/2014 – shall not be submitted in printed form. It is stressed that the subject obligation is not in effect for guarantees issued electronically (e.g. TMEDE guarantees).

The aforementioned information and back up documentation in printed format shall be deposited to the Document Control Center (DCC) of ATTIKO METRO S.A. until **15:00** and shall be accompanied by a document drafted by the bidder listing in detail the submitted documentation. The relevant sealed envelope bearing the indication “Individual Back Up Documentation for Participation and Technical Offer” shall necessarily bear the following label and must be accompanied **by a cover letter – on the outside** – in order to receive a protocol number upon its delivery to the DCC.

**INDIVIDUAL BACK UP DOCUMENTATION FOR PARTICIPATION
AND TECHNICAL OFFER**

(The company name – mailing address – telephone & fax numbers of the bidder and, in case of an association, the particulars of all its members)

FOR THE TENDER:

**“TECHNICAL CONSULTANT SERVICES FOR ATTIKO METRO S.A. PROJECTS IN
ATTICA REGION”**

(Reference Code RFP-381/20)

**To: ATTIKO METRO A.E.
191-193 Messogion Avenue
115 25 Athens**

Attention: Tender Committee

NOT TO BE OPENED BY DOCUMENT CONTROL OFFICE

- 3.5** It is stressed that, in any case, Economic Operators shall be exclusively liable for the timely delivery of the envelope bearing the label “Individual Back up Documentation for Participation – Technical Offer” by ATTIKO METRO S.A. until the deadline mentioned above. Any overdue submission of the envelope containing the back up documentation and information in printed form, shall result in the disqualification of the Economic Operator, even in case the subject delay is due to force majeure. Overdue envelopes shall be returned without being unsealed.
- 3.6** Offers shall be submitted in Greek. Greek shall be the official language of the Contract, in line with article 8 herein.

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3.7 Withdrawal of the Offer

Economic Operators are entitled to request withdrawal of a submitted offer prior to the final deadline for the submission of offers by addressing to ATTIKO METRO S.A. a written request in a .pdf file, having an approved advanced digital signature or an advanced digital signature documented by approved certificates, in line with paragraph 3 of article 8 of the Joint Ministerial Decision 117384/26-10-2017, by action “On Line Discussions” of the sub-system. Further to the pertinent resolution of ATTIKO METRO S.A., which accepts the relevant request of the economic operator, a certified user of ATTIKO METRO S.A. 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 - INVITATION TO SUBMIT BACK UP DOCUMENTATION OF THE PROVISIONAL CONTRACTOR – BACK UP DOCUMENTATION FOR QUALITATIVE SELECTION - AWARDING PROCEDURE - ADDITION – CLARIFICATION OF INFORMATION AND BACK UP DOCUMENTATION- PRELIMINARY APPEALS – PRELIMINARY COURT PROTECTION

4.1 Through its pertinent Resolution, ATTIKO METRO S.A.'s BoD shall set the Tender Committee, which will be responsible to conduct the Tender and review and opine on all the stages of the contract execution procedure from the unsealing of the offers to the issuance on an opinion on the resolution for the award of the results or cancellation of the procedure, and, in general, to assess and opine on any issue to arise during the awarding procedure until contract signing, including the required opinions on issues that may derive during the examination of any appeals before the Authority for the Examination of Preliminary Appeals (AEPP).).

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 by ATTIKO METRO S.A..

4.2 Subsequently, on the date and at the time stipulated in article 14 herein, the Tender Committee shall proceed to the electronic unsealing of the sub-folders “Participation Back up Documentation” and “Financial Offer” while it shall not grant access rights to the bidders, as far as the other economic operators’ submitted information is concerned.

Further to the aforesaid unsealing, the Tender Committee shall proceed to the examination of the submitted back-up documentation for participation, and, subsequently, to the evaluation and scoring of those technical offers, whose participation back up documentation were deemed complete, in line with the stipulations of article 22 herein,; it shall then compile a Proceedings, which will include the results of the aforesaid examination and evaluation.

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The Proceedings shall include scoring of the Technical Offers and the provision of the relevant verbal justification. The Technical Offers shall be deemed acceptable should the individual scoring of the award criteria is over the respective minimum limits, as these are determined in article 22 herein. In any other case, the subject Technical Offers shall be rejected and the Bidder shall be disqualified from the tender process.

The Proceedings shall indicate the name of the bidders qualified to the next phase, their scoring during the evaluation of their Technical Offers and the name of those who were disqualified on a well-documented basis.

During the aforesaid evaluation phase, **disqualified from** the tender shall be those bidding economic operators:

- a) do not meet the preconditions and the requirements of article 21.1 herein
- b) have been excluded on the basis of the technical evaluation of their technical offers in line with article 22 herein.

Prior to the completion of the preparation of its Proceedings, the Tender Committee shall communicate with the issuing authorities indicated on the submitted letters of guarantee, in order to certify their validity. If a forgery is identified, then the economic operator shall be disqualified from this procedure and a criminal complaint shall be brought forth to the District Attorney.

The said Proceedings shall be submitted to ATTIKO METRO S.A. BoD for approval.

Then, following the issuance of ATTIKO METRO S.A. BoD Resolution approving the aforesaid Proceedings, ATTIKO METRO S.A. shall communicate it to all Bidders by action “On Line Discussion” of the ESIDIS granting them access rights to the submitted participation back-up documentation and to the technical offers submitted by the remaining Bidders.

Bidders can file preliminary appeals against the aforesaid ATTIKO METRO S.A. BoD Resolution, in line with the provisions of article 4.6 herein.

- 4.3** Further to the finalization of the results of the aforesaid Phase, the Tender Committee – at a distinct stage – shall proceed to the unsealing of all submitted financial offers, granting bidders no access to the submitted information of the remaining economic operators.

Following the evaluation / scoring of the financial offers and the weighing of the score given to the technical and financial offer of each bidder, the Tender Committee shall determine the most advantageous offer in terms of finance on the basis of best quality-price relationship, in line with article 22.3 herein, and shall prepare a proceedings, recommending the appointment of the Provisional Contractor (or the cancellation of the procedure).

The said Proceedings shall be submitted to ATTIKO METRO S.A. BoD for approval.



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Following the issuance of ATTIKO METRO S.A. BoD resolution approving the aforesaid Proceedings, ATTIKO METRO S.A. shall communicate it to all Bidders who submitted an acceptable offer granting them access rights to the financial offers submitted by the remaining Bidders.

Bidders can file a preliminary appeal against the above resolution of ATTIKO METRO S.A. BoD as per the stipulations of article 4.6 of this document.

In case of offers of equal prices, i.e. offers bearing exactly the same price, ATTIKO METRO S.A. shall select the Provisional Contractor, as per the stipulations specified in article 22.3 herein.

Offers that seem unusually low

If the offers seem unusually low, as compared to the services provided, the Tender Committee shall require the economic operators to explain the price or the cost they propose in their offer within an exclusive deadline of 10 days as of the date of communication of the relevant invitation.

As to the remaining issues, applicable shall be article 313 Law 4412/2016.

4.4 Invitation to submit the back up documentation for the Provisional contractor / Proof of Evidence for qualitative selection - Awarding Procedure

4.4.1 Upon completion of the offers evaluation procedure and the finalization of the relevant results, as per the stipulations of paragraphs 4.2, 4.3 and 4.6 of this article, ATTIKO METRO S.A. shall invite the provisional Contractor by action “On Line Discussions” of the system to submit within a ten (10) – day period upon communication of the written notification to him the foreseen back-up documentation of the Provisional Contractor and the legalization back-up documentation (Awarding Back-up documentation) specified in article 23 herein.

The back-up documentation of the provisional Contractor shall be electronically submitted by the economic operator to ATTIKO METRO S.A. in .pdf form by action “On Line Discussions”.

4.4.2 If the aforesaid documentation is not submitted or if omissions are ascertained in the documentation submitted and the provisional contractor submits – within the deadline set in paragraph 4.4.1 – a request before the Tender Committee for the extension to the submission deadline, which (request) is accompanied by a documented evidence proving that he had requested the provision of the back-up documentation, then ATTIKO METRO S.A. shall extend the deadline for the submission of the back up documentation for as long as it is required for the competent authorities to provide the subject documentation.

This shall also apply to cases in which ATTIKO METRO S.A. may request the submission of documentation during the offers’ evaluation procedure and prior to the awarding stage, in implementation of the provision of article 79,

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paragraph 5, clause a' of Law 4412/2016, adhering to the principles of equal treatment and transparency.

Within three (3) working days from the electronic submission of the aforesaid information and documentation, the economic operator shall mandatorily submit to ATTIKO METRO S.A., in a printed format and in a sealed envelope, the documentation that must 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. The aforementioned documentation in printed format shall be deposited to the Document Control Center (DCC) of ATTIKO METRO S.A. until **15:00** and shall be accompanied by a document of the participant indicating in detail the submitted documents. The relevant sealed envelope bearing the indication “Awarding Back Up Documentation”, must necessarily be accompanied **by a cover letter – on the outside** (in order to receive a protocol number upon its delivery to the DCC).

- 4.4.3 If during the review of the aforesaid back-up documentation, it is ascertained that the information provided is false or inaccurate, or if the required originals or copies of the 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 the terms and conditions for participation - by virtue of articles 18, 19, 20 and 23 herein - then the offer of the provisional contractor is rejected and his letter of guarantee for participation becomes payable in favor of ATTIKO METRO S.A.; moreover, the tender is awarded to the bidder whose the most advantageous offer in terms of finance on the basis of best quality-price relationship comes next, adhering to the aforementioned procedure.
- 4.4.4 In case ATTIKO METRO S.A. 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 his participation letter of guarantee that had been submitted shall not become payable to ATTIKO METRO S.A., in line with article 15 herein.
- 4.4.5 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 there are reasons for his disqualification, as there are stipulated in article 19 herein, then the contract awarding procedure shall be cancelled.
- 4.4.6 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 includes any supplementation of the documentation per the stipulations of paragraph 4.4.2 - whereby the Tender Committee recommends either the award or the cancellation of the contract execution procedure or the declaration of the provisional contractor as forfeited.

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The said Proceedings shall be submitted to ATTIKO METRO S.A. BoD for approval.

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

- 4.4.7 Upon approval of the aforementioned Proceedings, the awarding resolution along with a copy of all proceedings concerning the review and evaluation procedure shall be communicated by ATTIKO METRO S.A. to each Bidder who has not been definitely disqualified– except the provisional Contractor – by action “On Line Discussions” of ESIDIS. ATTIKO METRO S.A. shall also post the back-up documentation of the provisional Contractor in the area “Attachments of the Electronic Tender”.

Preliminary appeals can be filed against the aforesaid ATTIKO METRO S.A. BoD Resolution, in line with paragraph 4.6 of this article.

4.5 Supplementation - Clarifications on information and documentation

During the evaluation of the offers, ATTIKO METRO S.A. and/or the Tender Committee can invite the economic operators to provide within a reasonable deadline, not less than seven (7) days, as of the notification date of the related invitation to them, clarifications or to supplement back up documentation, including both technical and financial offer that they have submitted, by action “On Line Discussions” of the system, in line with the provisions of article 310 of Law 4412/16 and article 13 of JMD #117384/26-10-2017.

The aforesaid clarification or supplementation applies only to ambiguities, minor deficiencies or evident typical errors than can be corrected or supplemented.

This clarification must not have as a result the essential alteration of the offer neither must it provide an unfair competitive advantage to the subject offer, as compared to the remaining ones.

Any clarification or supplementing information submitted by the bidders, without ATTIKO METRO S.A. having requested so, shall not be taken into account.

Bidding economic operators who will file electronically – via the system – incomplete data for which, within a reasonable deadline, the Tender Committee will request supplementations – clarifications, which will be neither provided nor be complete, shall be disqualified from the tender procedure.

The provision of clarifications to the bidder is obligatory for ATTIKO METRO S.A., if it is expected that the bidder is going to be disqualified from the procedure due to ambiguities in the back up documentation of the offer.

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4.6 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 ATTIKO METRO S.A., 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 legal acts or omissions on the part of ATTIKO METRO S.A., 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 ATTIKO METRO S.A., 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
- (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 the Invitation, full cognizance of same is presumed to take place fifteen (15) days after its publication on KIMDIS.

- (d) 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 ATTIKO METRO S.A. 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 ATTIKO METRO S.A. 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.

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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 previous paragraph does not apply to the case, in which during the procedure for the conclusion of this Contract, only one (1) offer is submitted.

By action “On Line Discussions” of ESIDIS, ATTIKO METRO S.A.:

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

In case of supplementary justification on the contested act, this (justification) shall be filed up to ten (10) days prior to the discussion of the appeal and shall be communicated on the same date to the person filing it through the ESIDIS platform and, if this is not feasible, through any other appropriate means. Petitions on the views and the supplementary justification of ATTIKO METRO S.A. shall be filed through the ESIDIS platform up to five (5) days prior to the discussion of the appeal.

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 ATTIKO METRO S.A..

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. ATTIKO METRO S.A. 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 ATTIKO METRO S.A. 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.

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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 full 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 Through its BoD justified resolution and further to the Tender Committee’s relevant opinion, ATTIKO METRO S.A. 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 and the provisions of Law 4412/2016, or
- b) if none of the Bidders arrives to sign the contract.

5.2 The awarding process can also be annulled through an especially justified resolution of the BoD of ATTIKO METRO S.A. 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;
- 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 ATTIKO METRO S.A.;
- 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;

5.3 If errors or omissions are noted at any phase of the procedure, further to the Tender Committee’s relevant opinion, the tender procedure may be partially cancelled and/or, its result may be reformed accordingly by the BoD of ATTIKO METRO S.A., or it may be decided by the BoD of ATTIKO METRO S.A. itself to repeat the tender from the point where an error or omission was noted.

5.4 As to the remaining issues, applicable shall be the provisions of article 3.17 of Law 4412/16.

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

ARTICLE 6 INVITATION AND SIGNING THE CONTRACT

- 6.1 The legal results of the awarding resolution and, in particular, of the conclusion of the contract come as a result upon communication of the awarding resolution to the provisional contractor, in line with the stipulations of article 316, Law 4412/16.

- a) Upon idle expiry of the deadline for filing a preliminary appeal or, if it is filed, the deadline for filing a suspension request against the decision of the Authority for the examination of preliminary appeals (AEPP) elapses idle and, in case of filing a suspension request against the decision of the AEPP, a decision is made on the subject request with the reservation to grant a provisional order, per the stipulations of the last clause of paragraph 4 article 372 Law 4412/2016 and;
- b) Upon the successful completion of the preliminary review of the contract by the Court of Auditors in line with articles 35 and 36 of Law 4129/2013, the

provisional Contractor shall submit a Legal Statement, further to ATTIKO METRO S.A.'s relevant request, by action "On Line Discussions" of the sub-system. The subject legal statement, to be signed per the provisions of article 79A of Law 4412/16 herein, shall state that no subsequent alterations have been raised as far as he is concerned, per the sense of article 104 of Law 4412/2016, in order to be ascertained that the conditions for participation per article 18 herein are still in effect, that there are no reasons for disqualification, per article 19 herein, that the selection criteria, as per article 20 herein, are still adhered to. The Legal Statement shall be reviewed by the Tender Committee, which prepares the pertinent Proceedings to accompany the contract.

The awarding resolution shall be communicated to the provisional contractor, by action "On Line Discussions" of the sub-system.

By virtue of the same awarding resolution, the selected Contractor will be invited to arrive at a specific place and time to sign the contract, **within a deadline of no more than twenty (20) days**, as of the notification of a special electronic invitation, by action "On Line Discussions" of the sub-system. The subject notification shall entail all lawful results of the awarding resolution.

- 6.2 The contract is signed – on the part of the Contractor – by the Bidder's representative - who has already been authorized as of the award stage, and on condition that he has the pertinent authorization to this end - who initials and stamps all sheets of the contract documents, as these are defined in article 7 herein. The Contract about joint ventures or consortia shall be signed



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by the Legal Common Representative appointed at the time the Offer was submitted, should this person is legally authorized to this end.

6.3

During the Contract signing, the selected Contractor shall:

- Deposit a Good Performance Letter of Guarantee, in line with article 15 herein;
- Appoint his representative for the execution of the Contract, on the basis of his competent bodies. The Contractor's representative must reside or stay in Athens. 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. collection of payments, submission of accounts, taking delivery of instructions, exchange of correspondence, taking delivery of Letters of Guarantee, etc.).

6.4

Before signing the Contract, in case of a **Joint Venture or Consortium**, the Contractor shall also submit a Notary Act for the establishment of the Joint Venture/Consortium; the following shall be **necessarily** included therein:

- (a) Acceptance for the joint participation in the execution of the Contract;
- (b) The percentage by which each Company participates in the Joint Venture/Consortium;
- (c) Statement indicating that the contracting companies participating in the Joint Venture/Consortium are jointly and indivisibly responsible before ATTIKO METRO S.A. and the Law for any issue related to the execution of the Project;
- (d) Appointment of the Joint Venture/Consortium common representative (physical entity) before ATTIKO METRO S.A. throughout the duration of the contract and of his alternate.
- (e) Appointment of the member having the greatest participation percentage in the joint venture as Leader. The Leader shall have the irrevocable order and authorization of the remaining members to represent the Joint Venture and to bind those participating in the joint venture before ATTIKO METRO S.A. throughout the duration of the Contract and, in general, to act and to make all necessary statements in relation to the execution of the Contract. The physical entity to be appointed as representative of the Joint Venture before ATTIKO METRO S.A. and his Alternate, shall derive from the aforementioned member (Leader).

The Notary Act for the Establishment of the Joint Venture/Consortium shall be accompanied by statements of the representative and his alternate, whereby they accept their appointment. The appointment of the representative and his alternate, as well as the statements of acceptance

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must be unconditional and cover all issues concerning the execution of the contract (e.g. collection of payments, submission of accounts, taking delivery of instructions, exchange of correspondence, taking delivery of Letters of Guarantee, etc.).

- 6.5** In case of sub-contracting work, during the contract signing, the selected Contractor must present to ATTIKO METRO S.A. the full name, the contact details and the legal representatives of his sub-contractors, should this information is known at that specific time. In case of sub-contracting work and during the signing of the contract, the Contractor ought to submit his Sub-Contracting Work Agreement, which shall be approved by the Managing Department, in line with article 165 Law 4412/2016.
- 6.6** Furthermore, before the contract signing, submitted shall be the Official Statement described in the Joint Ministerial Decision made 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".
- 6.7** 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 ATTIKO METRO S.A..
- 6.8** 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 Agreement or does not submit the required guarantee, or fails to comply with his obligations as stipulated in this document, then he is declared forfeited, his participation letter of guarantee becomes payable in favor of ATTIKO METRO S.A., and the procedure provided for in paragraph 4 as regards the economic operator whose offer follows in the order of classification, i.e. it is the most advantageous one in financial terms, on the basis of the optimum quality – price ratio. If none of the bidders come to sign the subject contract, the awarding procedure is annulled. ATTIKO METRO S.A. reserves the right not to award the Tender and cancel it (in line with article 5 herein), without this constituting any kind of obligation for any compensation to any interested party.

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

The contractual documents, constituting the basis for the execution of the contract, shall be those referred to below. In case of any discrepancies therein, their order of prevalence is as follows:

1. The Private Agreement
2. This Invitation to Tender with its Attachments and the Clarifications Document that may be issued
3. The Financial Offer of the Contractor
4. The Conditions of Contract document (CC)

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5. The document entitled “Technical Information about the Consultant’s Personnel and Services”
6. The Technical Offer of the Contractor
7. The document entitled “Pre-estimated Fee”.

ARTICLE 8: LANGUAGE OF THE PROCEDURE

- 8.1** Greek shall be the official language of the Contract execution procedure and of the Contract to be signed.
- 8.2** The contract documents shall be necessarily drafted in the Greek language and, optionally, in other languages too, either in their entirety or in part. In case of discrepancies among the parts of the documents of the contract that have been compiled in more languages, then the Greek version shall prevail. Any preliminary appeals shall be filed in the Greek language.
- 8.3** The offers and the information contained therein, as well as the proving documentation shall be compiled in Greek. If the subject documentation has been originally compiled in a language other than Greek, then it shall be accompanied by their official translation in Greek. The Greek language shall prevail
- 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 can be 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 printouts of the supplier / construction agency -- or not - with special technical content can be submitted in the English language and may not necessarily be translated into Greek.
- 8.5** The overall written communication between ATTIKO METRO S.A. and the Contractor shall be **mandatorily** exchanged in Greek.
- 8.6** Verbal communication with ATTIKO METRO S.A. and the communication between ATTIKO METRO S.A. and the Contractor shall be necessarily in Greek. The Contractor is obliged to facilitate the communication of his foreign employees with ATTIKO METRO S.A. by making arrangements for the presence of interpreters.



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ARTICLE 9: APPLICABLE LEGISLATION

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

- a) the provisions of Book II (articles 222 to 338), Law 4412/16,
- b) articles 182 to 199 of Law 4412/16 shall apply for the execution of the Contract
- c) the terms of the Contract and
- d) the Civil Code shall additionally apply.

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

The participation in the procedure related to the conclusion of this contract, i.e. the submission of offer, constitutes proof that the participating economic operator has studied and has taken full cognizance of the terms and the documents of the procedure and that he accepts same without any reservation and has taken into account all information data for the preparation of his offer.



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CHAPTER B’

ARTICLE 11: SCOPE OF THE CONTRACT – CONTRACT CPV CODE – REQUIRED PERSONNEL - ESTIMATED CONTRACT VALUE – DESIGN CATEGORIES – FUNDING - DURATION OF THE CONTRACT

11.1 Scope of the Contract

The Title of the Project is: **“TECHNICAL CONSULTANT SERVICES FOR ATTIKO METRO S.A. PROJECTS IN ATTICA REGION”** and the Reference Number is RFP-381/20.

The CPV Contract code is: 71312000-8 Structural Engineering Consultancy Services.

The scope of the Contract includes the provision of services by an experienced Technical Consultant, who will possess the necessary know-how, in order to support ATTIKO METRO S.A. in the implementation of the Projects ATHENS METRO LINE 4 – SECTION A “ALSOS VEIKOU – GOUDI”, LINE 3 EXTENSION “HAIDARI - PIRAEUS”, of the remaining Metro and Tramway Projects in Attica Region, as well as the implementation of all activities constituting the technical scope of ATTIKO METRO S.A. and which are integrated into the Company’s responsibilities.

In particular, the subject scope is included in the Document entitled “Technical Information about the Consultant’s Personnel and Services”.

11.2 Contractor’s Personnel

The Contractor is obliged to make available two Groups of personnel, namely:

Group K1 shall remain unchanged as regards the number and man-months of the executives throughout the execution of the contract.

Group K2 shall vary as regards the number and man-months of executives, in line with the actual needs and the Time Schedules of the projects.

The following Table includes the specialized personnel along with the minimum required years of experience that the Contractor must possess during the execution of the Contract.



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TABLE WITH SPECIALIZED PERSONNEL

Code	POSITION	<u>NUMBER OF PERSONS</u>	<u>MAN- MONTHS PER PERSON</u>	EXPERIENCE / EXPERTISE	MINIMUM GENERAL EXPERIENCE OF ENGINEER (*)
Group K1					
K1.1	Head of the Consultant – Coordinator	1	60	Civil Engineer, Coordinator of the Consultant's Group, possessing an experience of at least 10 years in the management/administration/coordination of Metro projects.	21
K1.2	Civil Engineer - Geotechnical Designs	1	60	Geotechnical Civil Engineer, possessing an experience of at least 10 years in geotechnical designs or review of geotechnical designs of underground Metro projects.	21
K1.3	Civil Engineer or Mechanical Engineer of Trackwork	1	60	Civil Engineer or Mechanical Engineer possessing an experience of at least 10 years in designs or review of Metro Trackwork related designs.	21
K1.4	Electrical Engineer – Power Supply Systems	1	60	Electrical Engineer possessing an experience of at least 10 years in designs or in the review of designs of power supply systems in Metro projects.	21
K1.5	Electrical Engineer – Traction Power Supply	1	60	Electrical Engineer possessing an experience of at least 10 years in designs or in the review of designs related to train traction power with a 750V DC 3 rd rail and/or a stinger duct, in the evaluation and execution of the relevant simulation tests, in testing and commissioning of E/M Equipment and Underground Railway Systems in Metro projects.	21
K1.6	Electrical Engineer – Telecommunications and Low Voltage	1	60	Electrical Engineer possessing an experience of at least 10 years in designs or review of designs of telecommunications and low voltage or in Metro projects.	21
K1.7	Electrical Engineer – Automation Systems	1	60	Electrical Engineer possessing an experience of at least 10 years in designs or in the review of designs concerning remote-control, wired and wireless data collection systems, SCADA and HMI systems, as well as electrical and mechanical facilities automation in Metro projects.	21
K1.8	Electrical Engineer – Signaling	1	60	Electrical Engineer possessing an experience of at least 10 years in designs or in the review of designs concerning signaling and train control systems in Metro projects.	21
K1.9	Mechanical Engineer or Electrical Engineer of Rolling Stock	1	60	Mechanical Engineer or Electrical Engineer possessing an experience of at least 10 years in designs or in the review of designs related to the Metro Rolling Stock	21
K1.10	Mechanical Engineer – Ventilation / Air Conditioning	1	60	Mechanical Engineer possessing an experience of at least 10 years in designs or in the review of designs of ventilation	21



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				and air conditioning systems in Metro projects.	
K1.11	Civil Engineer or Mechanical Engineer or Electrical Engineer or Electronic Engineer or Architect experienced in BIM related issues	1	60	Civil Engineer or Mechanical Engineer or Electrical Engineer or Electronic Engineer or Architect, possessing an experience of at least 2 years in BIM related issues.	15
Group K2					
K2.1	Civil Engineer - Designs	2	40	Structural Civil Engineer possessing an experience of at least 7 years in structural designs or in structural design reviews on underground projects.	12
K2.2	Civil Engineer, Geotechnical Designs	2	40	Civil Geotechnical Engineer, possessing an experience of at least 5 years in geotechnical designs or in geotechnical design reviews of Metro underground projects.	12
K2.3	Civil Engineer, Construction	3	40	Civil Construction Engineer, possessing an experience of at least 7 years in the organization and construction of Major Civil Works.	12
K2.4	Civil Engineer or Mechanical Engineer – Trackwork	2	40	Civil Engineer or Mechanical Engineer, possessing an experience of at least 5 years in trackwork designs or trackwork design reviews in Metro projects.	12
K2.5	Electrical Engineer or Mechanical Engineer – Rolling Stock	2	40	Electrical or Mechanical Engineer, possessing an experience of at least 5 years in 7 Rolling Stock related issues, of Metro Projects	12
K2.6	Electrical Engineer or Mechanical Engineer – Systems	1	40	Electrical or Mechanical Engineer, possessing an experience of at least 7 years in designs or design reviews and interfaces related issues for electromechanical and railway systems and in Reliability-Availability-Maintainability and Safety systems related issues.	12
K2.7	Electrical Engineer – Telecommunications and Low Voltage	3	40	Electrical Engineer, possessing an experience of at least 7 years in designs or design reviews concerning telecommunication and low voltage, procedures related to the testing and commissioning of the respective E/M equipment, in railway or major industrial – building projects.	12
K2.8	Electrical Engineer – Signaling	2	40	Electrical Engineer, possessing an experience of at least 7 years in signaling and train control systems.	12
K2.9	Electrical Engineer – Power Supply Systems	2	40	Electrical Engineer, possessing an experience of at least 5 years in designs and design reviews related to MV and LV power supply – distribution, lighting and earthing systems in Metro projects.	12
K2.10	Electrical Engineer – Fare Collection	1	40	Electrical Engineer, possessing an experience of at least 7 years in fare collection related issues	12
K2.11	Electrical Engineer, Construction	2	40	Electrical Engineer, possessing at least 7 years of experience in issues related to the organization of the supervision of the electrical equipment installation works, the <i>in situ</i> coordination of different contractors,	12



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				testing of individual and integrated systems, performance tests and the trial run commissioning activities in railway or major industrial – building works.	
K2.12	Mechanical Engineer, Construction	2	40	Mechanical Engineer, possessing at least 7 years of experience in E/M works, such as ventilation, escalators, lifts, pumping stations, etc.	12
K2.13	Geologist (University Graduate)	1	40	Geologist (University Graduate), possessing at least 5 years of experience in designs or design reviews, in the investigation and evaluation of geological and other information and in the identification of the parameters required for the preparation of structural and geotechnical designs of Metro Projects.	12
K2.14	Quality Engineer	1	40	Graduate Engineer possessing at least 7 years of experience in Quality Control, Quality Assurance, in the ISO certification related procedures, etc.	12
K2.15	Contracts Engineer	1	40	Graduate Engineer possessing at least 7 years of experience in major public works contract administration.	12
K2.16	E/M Cost Engineer	1	40	Mechanical or Electrical Engineer possessing at least 7 years of experience in major public E/M works costing	12
K2.17	Time Scheduling Engineer	1	40	Graduate Engineer possessing at least 7 years of experience in major public works Time Scheduling	12
K2.18	Civil Engineer or Mechanical Engineer or Electrical Engineer or Electronic Engineer or Architect, experienced in BIM related issues	1	40	Civil Engineer or Mechanical Engineer or Electrical Engineer or Electronic Engineer or Architect, possessing an experience of at least 2 years in BIM related issues.	12
K2.19	Engineer specialized in feasibility studies – financial assessment of transportation works	1	40	Graduate engineer possessing an experience of at least 7 years in the preparation of feasibility studies – financial assessment of works, out of which at least 5 years in transportation works	12
K2.20	Engineer experienced in environmental studies of transportation works	1	40	Graduate engineer possessing an experience of at least 7 years in the preparation of environmental studies of works, out of which at least 5 years in the preparation of respective studies for transportation works	12
K2.21	Civil Engineer or Topographer Engineer, Transportation Engineer for Transport Planning	2	40	Transportation engineer (Civil engineer or Topographer engineer) possessing an experience of at least 7 years in the preparation of general transit and transport studies, using strategic planning transportation models and traffic management models	12
K2.22	Civil Engineer or Topographer Engineer, Transportation Engineer for Transport and Parking related Studies	1	40	Transportation engineer (Civil engineer or Topographer engineer) possessing an experience of at least 7 years in the preparation of traffic management studies using respective models, as well as parking related studies	12
K2.23	Civil Engineer or Topographer Engineer,	1	40	Transportation engineer (Civil engineer or Topographer engineer) possessing an	12



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	Transportation Engineer for Research Programs			experience of at least 5 years in participation in research programs	
K2.24	Civil Engineer or Land Planner Engineer	1	40	Urban planner engineer possessing an experience of at least 5 years in the preparation of town-planning studies	12

(*) The engineers' general experience time period is calculated as follows: for the bidders established in Greece, the subject time period is calculated as of the date they obtained their professional license from the Technical Chamber of Greece, while for the foreign bidders, the subject time is calculated as of the date they obtained their professional license from the equivalent authority concerned.

With regard to economic operators' associations, the required personnel for the same category may be covered either by one only member of the association or cumulatively by all members in the same design category.

11.3 General Obligations for the Provision of Services on the part of the Contractor

The Contractor's obligations are as follows, in brief:

1. Participation and support in all activities (design, tendering, construction, testing and commissioning) required in the framework of the technical scope of ATTIKO METRO S.A. projects - under construction and new ones - for their successful completion;
2. Provision of specialized technical solutions, information and proposals for improvement, on the basis of the development of technology, on an as required basis;
3. Participation and support in issues pertaining to design, management and supervision of the works.

It is stressed that the scope of works and obligations of the Technical Consultant are included in detail in the Document entitled "Technical Information about the Consultant's Personnel and Services". In addition, the subject document includes the positions and qualifications of the required personnel.

11.4 Estimated value of the Contract – Design Categories

The estimated value of the Contract rises to the amount of **35,482,263.30 €**, **contingencies included and VAT excluded**, and is allocated as follows:

1. 6,462,363.60 € for services corresponding to design **category 8** (Structural Designs)
2. 16,884,747.00 € for services corresponding to design **category 9** (Mechanical, Electrical and Electronic Designs)
3. 4,567,384.80 € for services corresponding to design **category 10** (Transportation and Traffic Works Designs)
4. 2,453,754.60 € for services corresponding to design **category 21** (Geotechnical Designs and Surveys)

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5. 485,892.00 € for services corresponding to design **category 20** (Geological, Hydrogeological and Geophysical Designs and Surveys)
6. 4,628,121.30 € for contingencies.

The economic operators shall compile and submit their Financial Offer on the basis of the aforesaid estimated value, which is binding. At the penalty of disqualification, it is not allowed for the economic operators to exceed this value.

No price adjustment shall be allowed throughout the validity period of the contract.

It is clarified that the VAT shall be borne by ATTIKO METRO S.A.

11.5 Funding

The contract for the provision of services shall be funded by the Operational Program (OP) - Transport Infrastructure, Environment and Sustainable Development, by NSRF 2021-2027 funds and by 2017ΣΕ06540000 of the Public Investments Program.

It is stressed that the Contract shall be subject to legal retention, in line with the stipulations of article 5.4 of the Conditions of Contract.

11.6 Duration of the Contract

The duration of the Contract is set to **60 months**, as of the contract signing date.

ATTIKO METRO S.A. reserves the right to set – at the Agreement signing date – a later date for the commencement of the Contract.

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

12.1 The tender shall be conducted electronically through the web portal www.promitheus.gov.gr.

The economic operators shall submit offers, in line with the provisions of the documents of this procedure.

12.2 The Contractor shall be selected on the basis of the open procedure, in line with article 264 of Law 4412/16 and under the preconditions of this Law.

12.3 The criterion for the Contract award shall be the most advantageous offer, in financial terms, on the basis of best quality-price relationship, in line with article 3.11 Law 4412/2016.

ARTICLE 13: OFFERS – OFFER VALIDITY PERIOD

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- 13.1** The offers shall be compiled in accordance with the requirements of this Invitation.
- 13.2** Every Bidder is allowed to submit only one Offer.
- 13.3** No alternative offers shall be accepted, nor any offers for part of the contract scope of the services.
- 13.4** The offers shall be in effect for a period of **twelve (12) months** as of the expiry of the deadline for the submission of the Offers. Offers indicating validity period smaller than the period mentioned above shall be rejected as unacceptable.

The deadline for the submission of offers can be extended, in line with article 97 of Law 4412/16.

ARTICLE 14 DATE AND TIME OF EXPIRY OF THE DEADLINE FOR THE ELECTRONIC SUBMISSION OF THE OFFERS - UNSEALING

- 14.1** The deadline for the submission of the offers to **ATTIKO METRO S.A. expires on Monday 29/03/2021 at 11.00h.** Offers submitted after the above deadlines, in line with the above, shall result in the disqualification of the economic operator.
- 14.2** The **electronic unsealing** of the sub-folders “Participation Backup Documentation” and “Technical Offer” shall be effected on **March 30th 2021 at 11:00h.**
- 14.3** The **electronic unsealing** of the sub-folder “Financial Offer” shall be effected on the date and time to be set by **ATTIKO METRO S.A.**

If due to incidents of force majeure or if for technical reasons, the unsealing of the offers is not conducted on the date set, then the unsealing procedure and the final deadline shall be shifted to any date, upon **ATTIKO METRO S.A.’s** resolution. This resolution shall be notified to the bidders by action “On Line Discussions” and shall be posted on the Official Journal of the European Union, KIMDIS and on **ATTIKO METRO S.A.’s** website, as well as on “Tenders Electronic” ESIDIS portal www.promitheus.gov.gr. If the unsealing of the offers is not feasible on that date too, then a new date can be set, adhering to the provisions stipulated in the two previous clauses herein.

ARTICLE 15 LETTERS OF GUARANTEE

15.1 General Terms

The letters of guarantee shall be issued to the benefit of **ATTIKO METRO S.A.** at the exclusive expense of the economic operator, 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,

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they can 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 shall be issued - by selection of the economic operator / Contractor – by one or more institutions as described above, regardless of their amount.

In case the Letter of Guarantee is issued by a foreign Institution, it can be compiled in **the English language**; however, in this case, it must necessarily be accompanied by an official translation in Greek.

It is stressed that ATTIKO METRO S.A. shall check the validity of the Participation Letters of Guarantee by transmitting a pertinent letter to the Credit Institutions, for these institutions 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 for Participation in the Tender has been submitted, then the Bidder **shall be disqualified** from the subject procedure, and a criminal complaint shall be filed to the District Attorney. The same checking shall be effected for Good Performance Letters of Guarantee and if it is proven that an invalid, false or forged Letter of Guarantee has been submitted, then the Contractor **shall be forfeited** and a criminal complaint shall be filed to the Prosecutor.

The letters of guarantee shall be explicit, irrevocable, unconditional and payable on ATTIKO METRO S.A.'s first demand. The letters of guarantee shall be collectable and payable in Greece while any dispute on them shall be subject to the exclusive jurisdiction of the competent Greek Courts of Athens and shall be governed by the Greek Law.

15.2 Participation Letter of Guarantee

For participating in this contract conclusion procedure, by virtue of the terms of paragraph 1a), article 302 of Law 4412/2016, the participating economic operators shall submit a Participation Letter of Guarantee against an amount **seven hundred nine thousand and six hundred forty five EURO (709,645.00 €)**. The amount of the Letter of Guarantee corresponds to **two percent (2%)** of the Estimated Value of the Contract, contingencies included, VAT excluded.

In case of an economic operators' association, the Participation Letter of Guarantee shall include the term that this guarantee covers the obligations of all economic operators participating in the association. In this case, more than one Letters of Guarantee can be issued, which shall cumulatively cover the total amount of the Guarantee, provided that each of these Letters of Guarantee is issued in favour of all the members of the association and not in favour of separate individual members.

The Participation Letter of Guarantee shall be compiled in accordance with Sample A1 of Appendix A attached hereto. In case the Letter of Guarantee cannot be issued in Greek because the issuing Credit Institution does not operate in Greece, the Letter of Guarantee shall be issued in English, as per



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Sample A2 of Appendix A of this Invitation and shall be accompanied by an official translation in Greek.

This Letter of Guarantee shall be valid for a time period of at least thirty (30) days after the expiry of the validity time of the offer – as stipulated in article 13 herein; otherwise, the offer shall be rejected. Prior to the expiry of the offer, ATTIKO METRO S.A. can request the bidder to extend the validity period of his offer and his Participation Letter of Guarantee.

In case the aforementioned Letter of Guarantee for Participation does not comply with the above, then the Tender Committee shall call upon the economic operator to submit a Letter of Guarantee in line with the Sample, within a deadline to be determined by the Committee.

Economic operators not complying with the aforesaid invitation of the Committee **shall be disqualified** from this procedure.

Offers not accompanied by Participation Letters of Guarantee, as specified above, shall not be accepted. Economic Operators not complying with the above shall be disqualified from the procedure.

The Participation Letter of Guarantee shall be returned interest-free to the nominated Contractor upon the Contract signing and upon the submittal by the nominated Contractor of the required Good Performance Letter of Guarantee.

Moreover, the Participation Letter of Guarantee shall be returned to the remaining Bidders:

- (a) if the deadline for filing a judicial appeal elapses idle or further to the issuance of a resolution on an appeal filed against the awarding resolution, and
- (b) if the deadline for filing legal remedies for a provisional judicial protection elapses idle or further to the issuance of a resolution on them, in accordance with the applicable provisions, and
- (c) if the pre-contractual auditing by the Court of Auditors, in line with articles 35 and 36 Law 4129/2013 (A' 52), is completed.

As far as the previous awarding stages are concerned, the Participation Letter of Guarantee shall be returned to the participants in the following cases:

- a) if the validity period of the offer has expired and this no renewal whatsoever,
- b) if the offer is rejected and on condition that no judicial appeal or legal means have been filed or in case the deadline for filing any judicial appeal or legal means elapses idle or in case of their waiver or in case these have been rejected irrevocably.

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The Letter of Guarantee for Participation **becomes payable** in favor of ATTIKO METRO S.A. if the Participant removes his offer while it is still valid, does not submit in due time the back-up documents foreseen by the Contract, or if he does not show up in due time to sign the Contract, or if he provides false data or information that are required by ATTIKO METRO S.A., in accordance with articles 6 and 23 of this Invitation.

15.3 Good Performance Letter of Guarantee

15.3.1 For the Contract signing, the Contractor shall submit a Good Performance Letter of Guarantee, in accordance with article 302, paragraph 1b of Law 4412/16, **rising to a percentage of 5% on the value of the Contract, including contingencies**, VAT excluded, based on Sample B.1 of Appendix B attached hereto.

If the subject Letter of Guarantee cannot be issued in the Greek language because the Issuing Credit Institution does not operate in Greece, then it shall be issued in English – in line with Sample B.2 of Appendix B herein – and shall be accompanied by an official translation in the Greek language.

The Good Performance Letter of Guarantee becomes payable in case the contract terms are violated, as specified therein.

15.3.2 In case the contract is 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 – a supplementary guarantee whose amount will rise to 5% on the amount of increase – VAT excluded.

15.3.3 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 ATTIKO METRO S.A. 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 ATTIKO METRO S.A. 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 ATTIKO METRO S.A., in case ATTIKO METRO S.A. suffers any damage over the amount of guarantee.

At any given time, ATTIKO METRO S.A. is entitled to claim through its written notice addressed to the Credit Institution that issued the Good Performance Letter of Guarantee 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. The Good Performance Letter of Guarantee becomes payable in favour of ATTIKO METRO S.A., based on a well – documented decision made by the Manager of the Managing Department, especially after the finalization of the Contractor’s forfeiture. The Contractor’s objection against the subject decision does not suspend the collection of the guarantee amount.



**“TECHNICAL CONSULTANT SERVICES FOR
ATTIKO METRO S.A. PROJECTS IN ATTICA
REGION”**

RFP-381/20

A.Σ. 95151

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- 15.3.4 The Good Performance Letter of Guarantee shall be returned to the Contractor following the issuance of the Completion Certificate related to the provision of his services and the delivery of the entire scope of the contract, and on condition that the terms of this Invitation have been fulfilled.

ARTICLE 16 CONTRACTOR’S FEE – METHOD OF PAYMENT

- 16.1 The financial offer of the Contractor constitutes his contractual fee and does not include the Value Added Tax (VAT). Payments to the Contractor shall be made through monthly payment certificates for which the Contractor shall submit the respective Accounts to be compiled, as foreseen in the Conditions of Contract.

The Contractor shall be burden with taxes and duties, retention money, etc. according to the Greek Legislation.

It is clarified that the VAT shall be borne by ATTIKO METRO S.A..

- 16.2 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 the Conditions of the Contract.

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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, for publication to the Publication Service of the European Union on **27/01/2021**.

17.2 Publication in Greece

The Contract Notice referred to in the aforementioned paragraph 17.1 and the Invitation to Tender shall be published in KIMDIS.

The document of this Invitation, along with its Appendices shall be posted on the web page of ESIDIS (www.promitheus.gov.gr) and on the website of ATTIKO METRO S.A. (www.ametro.gr).

The summary of this Invitation is published in the Greek Press, is posted on DIAVGEIA diavgeia.gov.gr, and on ATTIKO METRO S.A.’s website (www.ametro.gr).

Notification of the concluded contract shall be published in the Official Journal of the European Union, in line with article 64 of Law 4412/2016.

17.3 The fees deriving from the applicable legislation and concerning the necessary 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 € 3,000.00.

The fees for the publication of the Invitation in the Official Journal of the European Union shall be borne by the Union (its budget).

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CHAPTER C'

ARTICLE 18 ELIGIBLE TO PARTICIPATE IN THE PROCEDURE RELATED TO THE CONCLUSION OF THIS CONTRACT

Eligible to participate in this contract conclusion procedure are economic operators, natural or legal entities, individually or in the form of associations, or their associations, whose business activities involve the provision of technical or other similar services falling under the design categories stipulated in article 11.4 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 case c above and have concluded a bilateral or multilateral agreement with the European Union in issues related to the procedures for the award of public contracts.

AND

They prove that they fulfil the terms of this Invitation.

18.2 Each economic operator can participate in this contract conclusion procedure either individually or as a member of only one association. In any other case, all associations, in which the common member participated, **shall be disqualified** from the tendering procedure.

18.3 The subject economic operators' associations shall not be obliged to be vested with a specific legal form, for them to submit an offer as per paragraph 2, article 254 of Law 4412/2016.

However, if the association is appointed as the Contractor, it must be vested with a specific legal form in line with paragraph 4, article 254 of Law 4412/2016.

In case an economic operators' association submits an offer, all its members shall be jointly and severally liable before ATTIKO METRO S.A.. In case the contract is awarded to the subject association, the legalizing documents about its establishment must prove that the aforesaid liability shall be in effect until the contract is executed in full.

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ARTICLE 19 REASONS FOR DISQUALIFICATION OF THE ECONOMIC OPERATOR

19.1 Each Economic Operator is **disqualified** from this procedure related to the conclusion of the contract, if it is proven or if it is known to ATTIKO METRO S.A. – in any other way – that there is an irrevocable decision against the economic operator (if it is an individual physical or legal entity) or against one of the economic operator’s members (if it is an association of economic operators) for each of the reasons stipulated in paragraphs 19.1.1. up to 19.1.6 herein.

More specifically, in cases from 19.1.1. up to 19.1.6, economic operators must be disqualified too 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. The disqualification related provision applies to:

- a) his administrators, as a minimum, in case of General Partnership Companies, Limited Liability Companies or Limited Partnership Companies, and
- b) the Managing Director and all members of the Board of Directors, as a minimum, in case of a Société Anonyme;
- c) the members of the BoD, as a minimum, in case of cooperations.
- d) the legal representatives, In all other cases of legal entities.

19.1.1 Participation in a criminal organization, as this is defined in article 2 of the Council Framework Decision 2008/841/JHA dated October 24th 2008, on the fight against organized crime (EE L 300 dated 11.11.2008, page 42).

19.1.2 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 22nd 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.

19.1.3 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).

19.1.4 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 13th 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.

19.1.5 Money laundering or terrorist financing, as defined in article 1, Directive 2005/60/EC of the European Parliament and European Council dated October 26th 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

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15), which has been integrated into national legislation via Law 3691/2008 (A'166).

19.1.6 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 5th 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).

19.2 Each Economic Operator **is disqualified** from any participation in the contract conclusion procedure:

19.2.1 If ATTIKO METRO S.A. is aware that the economic operator has not fulfilled his obligations concerning the payment of taxes or social security contributions and that he has been the subject of a final binding judgment or administrative decision, in line with the legal provisions of the country in which he is established or in line with the legislation of the country of the awarding authority and/or.

19.2.2 If ATTIKO METRO S.A. can prove - using the appropriate means - that the economic operator has not fulfilled his obligations regarding the payment of taxes or social security contributions.

19.2.3 With regard to items 19.2.1 and 19.2.2 above, 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.

19.2.4 The obligations deriving from items 19.2.1 and 19.2.2 above are not considered as defaulted if they are not due, or if they have been subjected to a binding settlement, which is adhered to. In this case, the economic operator is not obligated to give an affirmative response to the question posed by of the European Single Procurement Document (ESPD), article 79, or by another respective document or statement, whereby the economic operator is asked whether he has obligations he has not fulfilled as regards payment of taxes or social security contributions or, on a per case basis, whether he has breached his aforementioned obligations.

Items 19.2.1 and 19.2.2 above shall cease to apply when the economic operator fulfils 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 to the extent that he fulfils the terms of the binding settlement.

19.2.5 If ATTIKO METRO S.A. is aware of the fact that or if ATTIKO METRO S.A. can prove, using the appropriate means, that to the detriment of the Bidder 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

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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.

- 19.3** **In addition**, each Economic Operator **is disqualified** from any participation in the contract conclusion procedure if any of the following cases exist, namely:
- 19.3.1 If ATTIKO METRO S.A. can prove – by the appropriate means – that the economic operator has violated his applicable obligations as these ensue from paragraph 2, article 18 of Law 4412/16.
- 19.3.2 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.
- 19.3.3 If, without prejudice to article 44, paragraph 3b of Law 3959/2011, as applicable, 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.
- 19.3.4 If there is a conflict of interests in the sense of article 24, Law 4412/16, that cannot be addressed through less intrusive means.
- 19.3.5 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.
- 19.3.6 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, of a previous contract with an awarding agency or of a previous concession contract, a fact that resulted in the early termination of the previous contract, payment of compensation and other penalties.
- 19.3.7 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 in line with article 23 herein.
- 19.3.8 If the economic operator has attempted to affect in an unlawful manner the decision making process of ATTIKO METRO S.A., to obtain confidential information that may grant him an unfair advantage in the public contract

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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.

19.3.9 If ATTIKO METRO S.A. can prove – by the appropriate means – that the economic operator has committed a grave professional misconduct, questioning his professional integrity.

19.4 If the economic operator is subject to the preconditions for implementation of paragraph 4 article 8 Law 3310/2005, as valid (**national reason for disqualification**).

19.5 ATTIKO METRO S.A. 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.

If the disqualification period has not been set by virtue of an irrevocable decision, in the cases of paragraph 19.1.1, this period shall last five (5) years as of the date on which the irrevocable decision was made, while in the cases of paragraphs 19.3, it can last three (3) years as of the date on which the relevant case occurred.

19.6 At any point during the tender procedure, ATTIKO METRO S.A. may request the Bidders to submit all or certain back-up documents if this necessary for the correct conduct of the procedure.

19.7 Any economic operator falling under the cases referred to in paragraphs 19.1.1 up to 19.1.6, 19.2 and 19.3 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 graveness 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.

19.8 The decision verifying the adequacy or not of the remedial measures in the sense of the previous paragraph shall be issued in line with paragraphs 8 and 9, article 73, Law 4412/2016.

19.9 If an economic operator is subject to a penalty for disqualification, 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.

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ARTICLE 20 SELECTION CRITERIA

In order to participate in the procedure for the conclusion of this contract, economic operators must fulfil the selection criteria stipulated in this article in addition to the requirements of article 19.

At the time they submit their offers, the economic operators shall also submit the European Single Procurement Document (ESPD), stipulated in article 79 paragraph 1 Law 4412/2016, which is included in the Envelope entitled “Back up Documentation for Participation”, in line with article 21.1.1 herein, as a preliminary proof to replace the certificates issued by public authorities or third parties.

The bidder to be appointed as the Provisional Contractor shall be called upon, prior to the contract signing, to submit all relevant evidence included in article 23 herein for which he submitted the ESPD.

20.1 Competence to exercise professional activities

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

More specifically:

- The Bidders established in Greece, must be registered in the Greek Registers of Designers or Engineering Firms in the design category specified in **article 11.4 of this document**.
- The Bidders established in other member – states of the European Union must be registered in one of the respective Professional or Commercial Registries kept in the member – state where they are established, as stipulated in **Annex XI of Appendix A of Law 4412/2016**.
- The Bidders established in a member – state of the European Financial Area (EFA) or in third countries, as per paragraphs 18.1(c) and 18.1(d) of this Document, must be registered in the respective Professional or Commercial Registry kept in the country where they are established.
- The economic operators established in a member – state of the European Financial Area (EFA) or in third countries, as per paragraphs 18.1(c) and 18.1(d) of this Document, where no Professional or Commercial Registries are kept, must submit the documentation stipulated in article 23.3 herein.

In case of **associations**, the aforementioned requirement must be met by each member of the association.

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20.2 Credit and financial competence

It is required that the minimum average annual turnover of the Bidders during the last three-year period or during the respective operation period – if this is less than three years – must be equal to or over EURO **70,000,000.00**.

In the case of **associations** of economic operators, the aforesaid requirement must be met by at least one member of the association.

20.3 Technical and Professional Competence

20.3.1 As far as **individual bidding** economic operators are concerned, the minimum number of their **executives** must be as described below. More specifically:

- For design category 8 “Structural Designs, at least two (2) executives of twelve (12) years of experience, one (1) executive of eight (8) years of experience and four (4) executives of four (4) years of experience in the subject category;
- For design category 9 “Mechanical, Electrical and Electronic Designs”, at least two (2) executives of twelve (12) years of experience, one (1) executive of eight (8) years of experience and four (4) executives of four (4) years of experience in the subject category;
- For design category 10 “Transportation Works and Traffic Designs”, at least two (2) executives of twelve (12) years of experience, one (1) executive of eight (8) years of experience and four (4) executives of four (4) years of experience in the subject category;
- For design category 21 “Geotechnical Designs and Surveys”, at least two (2) executives of twelve (12) years of experience, one (1) executive of eight (8) years of experience and four (4) executives of four (4) years of experience in the subject category;
- For design category 20 “Geological, Hydrogeological and Geophysical Designs and Surveys”, at least one (1) executive of twelve (12) years of experience, one (1) executive of eight (8) years of experience and four (4) executives of two (2) years of experience

Whenever more designers of more extensive experience are available, the requirements pertaining to the inferior categories are reduced respectively. The total resulting equivalent personnel must correspond to the stipulations of paragraphs 4 and 6, article 39 L.3316/2005.

In case of economic operators associations, the above requirement must be met by one member of the association for category (-ies) stipulated in article 11.4, in which each member of the association participates.

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20.3.2 Similar Services

Each economic operator fulfilling the preconditions of article 18 ought to possess additional technical and professional competence, as per the stipulations of this article.

Special technical competence can be proven by the provision of services similar to the tendered ones, which have been provided through contracts awarded to the candidate natural or legal entity within the the period from 2010-2021.

“Similar services” means Technical Consulting services that have been provided in Metro projects in the field of CW works and E/M systems. In particular, the minimum experience required (in Civil works and Electromechanical works related services) must concern a Metro line, at least 10km long. In case of an Association, this requirement can be covered cumulatively from the members of the Association, provided that at least one of the Metro projects- where the services have been provided – is equal to or over 5km long.

In case the experience is acquired through an Association, for the experience to be taken into consideration, the participation percentage of the member of the association, providing the subject experience in the previous contracts invoked, must be over 30% in CW or E/M Works. This percentage will derive from the Certificate for Services Provided in the frame of previous Contracts which the Bidders must possess and which is submitted by the lowest bidder at the award stage (article 23.5.2 herein).

As regards the calculation of the experience in relation to the length of the metro line, it is stressed that if the member of the Association possessing the subject experience covers the minimum precondition of the previous paragraph, i.e. over 30% of his participation in previous contracts, then a 100% experience is calculated for this specific member and the overall length of the Metro Line related to the relevant contract is added to his experience.

20.4 Relying on the capacity of other operators (Borrowed experience)

The economic operators can invoke and make use of the credit and financial capacity or of the technical and professional capacity of other economic operators, as per article 307 of Law 4412/16, irrespective of the legal nature of the existing relationships between them and the economic operators.

In this case, the invocation of third party resources must be available by the economic operator for the execution of the Contract, if he is appointed as 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 the services for which the specific capacities are required.

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

The Bidders shall incorporate in the sub-envelope “Participation Supporting Documents” the ESPD of the economic operators, whose advantages they invoke.

In the “Technical Offer” sub-folder, Bidders must submit the particulars of the operator ,whose qualifications they invoke and are necessary as per article 21 herein. In case this requirement is not adhered to, the invocation of the credit and financial or the technical and professional competence of the bodies shall not be taken into account during the evaluation of the technical offers.

Moreover, in order to prove the “borrowed experience”, provisional contractor must include in the “Back Up Documentation for Participation” the items required in article 23.8 herein.

The back-up documentation for the award of the tender shall also include the back-up documentation for the commitment to cooperate, as stipulated in article 23.6 whereby approval shall be granted to provide the Bidder with technical and professional capacity of the body, so that this capacity can be available to the bidder in the execution of the project. The relevant reference shall, itemize the specific resources that shall be available for the contract, in a manner enabling ATTIKO METRO S.A. to evaluate and estimate the significance of these resources and to ascertain the fulfilment of the commitment during the execution of the contract.

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

In case the operator (“third party”), whose experience is invoked by the bidder does not fulfil a selection criterion stipulated in article 20 herein, or if the third party is subject to any of the disqualification cases stipulated in article 19, then ATTIKO METRO S.A. shall require the bidder, only for once and within a reasonable time period, to replace the specific third party who does not fulfil the relevant requirements. In case the bidder does not respond to the determined deadline or if the second third party does not fulfil the aforesaid requirements, then the offer of the Provisional Contractor shall be rejected, his participation letter of guarantee becomes payable to ATTIKO METRO S.A. and the project shall be awarded to the bidder whose offer comes next, i.e. it is the most advantageous one, in financial terms, based on the price-quality optimum ratio.

The statements and documentation of the operators relating to the invocation of third-party resources shall constitute the content of the Contract.

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CHAPTER D’

ARTICLE 21: CONTENT OF THE OFFER ENVELOPE

The offer envelope shall include - at the penalty of **disqualification** – three (3) electronic sub-folders. Namely:

- a. the sub-folder bearing the indication “Back Up Documentation for **Participation**”,
 - b. the sub-folder “**Technical Offer**” and
 - c. the sub-folder “**Financial Offer**”,
- in line with the following.

21.1 At the penalty of disqualification, the electronic sub-folder “**Back Up Documentation for Participation**” shall contain:

21.1.1 The European Single Procurement Document, of article 79, Law 4412/2016.

When filing their offers, the economic operators shall file the European Single Procurement Document (ESPD), which constitutes an updated Legal Statement of Law 1599/86 (A’ 75) providing preliminary evidence replacing the certificates issued by public authorities or third parties, to the effect that the subject economic operator fulfils 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.

The economic operators shall fill in the relevant ESPD which has been posted in the form of XML and pdf. files at the web portal www.promitheus.gov.gr of ESIDIS and constitutes a document of the subject contract conclusion procedure.

The ESPD defines the public authority or the third party responsible for the issuance of the subject certificates and includes an official statement that the economic operator shall be in the position – if so requested and with no delay – to submit the subject documentation.

When an economic operator responds to the question of the ESPD or of any other respective form or statement about the conclusion of any agreements with other economic operators aiming at the distortion of competition, the existence of conditions, such as the three-year prescription of offence, stipulated in paragraph 10, article 73 of Law 4412/2016, or the application of provisions of paragraph 3b, article 44 Law 3959/2011, is analyzed in the relevant field he presents further to a positive response.

In all cases, in which more than one natural entities who are members of the administrative, managerial or supervisory body of an economic operator or if this entity is vested with the power for representation, decision making or supervising the aforesaid body, the European Single Procurement Document



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(ESPD) shall be submitted that must be signed by each one of the aforesaid entities or by the representative of the economic operator, in line with article 79A of Law 4497/2017.

The representative of the economic operator for the implementation of the above shall be his legal representative, as this arises from the statutes in force or the proceedings for representation at the time of submission of the offer or the natural entity duly authorised to represent the economic operator for procedures related to execution of contracts or for the specific procedure related to the execution of the contract.

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

In the event the bidding economic operator relies on the competence of other entities (**borrowed experience**), each operator's ESPD on whose capacities the bidding economic operator relies must also be submitted duly filed in and signed.

It is also stressed that submission of the ESPD shall also be required as concerns the proposed executives who will fulfill the positions stipulated in the Invitation, in case the aforesaid proposed executives do not belong to the bidding economic operator, according to paragraph 21.2.2 herein.

In case the bidding economic operator borrows specialized technical personnel belonging to a legal entity, the ESPD must be filed in and signed either by his legal representative, as it arises from the statutes in effect or from the proceedings for his representation at the time the offer or the request for participation is submitted or by the natural entity who is authorized to represent the economic operator for contract conclusion procedures or for a specific contract conclusion procedure.

In case the economic operator is aware of the fact that he will assign a part of the contract **on a sub-contracting basis** to third parties, the ESPD shall be submitted by the sub-contractor duly filed in and signed.

At any given time during this procedure, the bidding economic operators may be requested to submit all or a part of the back up documentation, in order to prove that they satisfy the preconditions stipulated in articles 18, 19 and 20 herein, as required, for the proper conduct of the procedure.

ATTIKO METRO S.A. shall disqualify any Economic Operator, at any given time during the contract conclusion procedure, if it is proven that the subject economic operator, due to his acts or omissions, either prior or during the pertinent procedure, does not satisfy one of the preconditions stipulated in above cases (a) and (b) of this article.

The ESPD can be signed up to ten (10) days prior to the final deadline for the submission of the offers.

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21.1.2 **The Participation Letter of Guarantee** in this procedure, as per the stipulations of article 15.1 herein.

It is stressed that the participating economic operators shall submit the Participation Letter of Guarantee electronically in a .pdf file and that they are obligated to submit same in printout (original) per the stipulations of article 3.5 herein.

Economic operators not submitting any Letter of Guarantee are disqualified from the procedure without further review of the contents of their Sub-folder “Back up Documentation”.

21.1.3 **The GDPR Statement of Consent**, on the basis of Annex C.1, Appendix C separately by each single economic operator and signed by his legal representative; in case of an association, the subject document must be submitted separately by its member-economic operator.

21.2 The **Technical Offer Electronic Sub-Folder** shall include the technical information of the economic operator offer, on the basis of his technical offer shall be evaluated per the stipulations of article 22.1 of this Document; on a penalty of disqualification, the above is required to include the following:

21.2.1 **A Technical Report** listing the specialized technical personnel of Group K1 that the bidder shall make available throughout the contract duration. The Technical Report shall present all executives of Group K1, their intended positions, their specialty and the experience they possess on the requested scope, as well as a special reference to whether the said executives belong to the bidding economic operator or constitute “third party resources”.

In addition, in the Technical Report special reference will be made to the appointment of **the Coordinator**, who must fulfill the additional requirements of article 11.2 of this document.

21.2.2 **CVs** of all executives of Group K1, according to Sample D1 of Appendix D herein; each executive shall digitally sign his/her CV.

In case of foreign executives, the CV shall be accompanied by a Legal Statement of Law 1599/86 of the executive, whereby he/she shall state that he/she fully understands the text of the CV, since it has been translated into a language that he/she knows.

It is clarified that, in case the proposed specialized personnel includes executives not belonging to the economic operator, i.e. they do not have labor relations with the company, or are not holders of individual licenses included in the company’s license, these executives are considered as resources of third parties, even if they have a relationship of cooperation with the economic operator. In these cases, the economic operator to be appointed as the lowest bidder is required to submit, inter alia, the documentation of article 23.2.3 of this document with the envelope including the Awarding Back-Up Documentation.

21.3 The **Financial Offer** electronic sub-folder, at the penalty of disqualification, must include:

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21.3.1 **The financial offer of the system**, which is prepared by filling in the overall expenditure before VAT, as arises from the “Financial Offer Form” of ATTIKO METRO S.A., 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.

21.3.2 **ATTIKO METRO S.A’s “Financial Offer Form”** (Statement and Financial Offer Form), duly filled in, in a separate electronic file, in a .pdf format. The subject Form must be digitally signed by the Bidder himself (in case of natural entity) or the legal representative (in case of a legal entity / Association). In any other case, the financial offer is considered to be unfounded **and the participating economic operator is disqualified.**

Participants must fill in correctly the financial offer of the system and ATTIKO METRO S.A. Financial Offer Form, according to the provisions of this article.

It is stressed that:

At the penalty of disqualification, Financial Offers shall not exceed the respective amount of ATTIKO METRO S.A’s budget.

In the Financial Offer form of ATTIKO METRO S.A., Bidders shall fill in the offered unit price per position and man-month in numbers and in full. Then, they shall calculate the overall offered fee per position. The total cost of the fees per position shall be summed up. The resulting fee will be the total offered fee, which shall be converted into a discount percentage (positive or negative) on the pre-estimated fee, rounded to the second decimal.

The amount of the offered fee also includes a percentage of fifteen per cent (15%) which is the contingencies item and it is added to the amount of the overall offered fee, so as the overall offered contract fee, including contingencies, derives.

If there is a difference between the price expressed in numbers and the respective price expressed in words in the Financial Offer form, the subject difference shall be corrected by the Tender Committee during the review on the basis of the price offered in words, which prevails.

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

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



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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.

The offered amounts shall be expressed in EURO.

ARTICLE 22: EVALUATION AND SCORING OF THE TECHNICAL OFFER - TECHNICAL OFFER EVALUATION CRITERIA - SCORING OF FINANCIAL OFFER – CALCULATION OF OVERALL SCORING OF THE OFFERS

In order to determine the most advantageous from a financial point of view offer on the basis of the optimum quality – price relationship, the Technical and Financial Offers of the Bidders shall be evaluated, on the basis of the following criteria and sub-criteria and their relevant weighing.

22.1 Evaluation and Scoring of the Technical offer:

The Technical Evaluation – Scoring of the Technical Offers of the Bidders shall be conducted by the Tender Committee based on the following.

22.1.1 Evaluation Criterion of the Technical Offer:

Evaluation Criterion: Experience of Group K1 personnel

This criterion evaluates the specialized experience (in years) of the proposed personnel of Group K1, as analyzed below, taking into consideration the minimum requirements of article 11.2, which are included in the Table of this article. The Evaluation Criterion shall consist in 11 Sub-criteria through which the Technical Offer of each candidate is evaluated and is scored on the basis of the subject evaluation. More specifically, out of the overall required experience included in the tTable, the following items are evaluated / scored:

- **the experience of the Coordinator in the management/administration/coordination of Metro projects.**
- **the experience of the executives in the positions of Group K1.2 to K1.10 in Metro projects**
- **the experience of the executive K1.10 in issues related to the setting up of a digital BIM environment**

in line with the Table of this paragraph.

The evaluation / scoring of the required experience shall result from the content of the Technical Report and the CVs submitted in the Technical Offer.

The following Table includes the sub-criteria related information that forms the Evaluation Criterion of the Technical Offer, as well as the weight of each sub-criterion.

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EVALUATION CRITERION: EXPERIENCE OF GROUP K1 PERSONNEL				
No.	CODE	SUB-CRITERIA	EXPERIENCE OF THE PROPOSED PERSONNEL OF GROUP K1	WEIGHT OF THE SUB-CRITERIA
1.	K1.1	Head of the Consultant – Coordinator	Civil Engineer, Coordinator of the Consultant's Group, possessing an experience of at least 10 years in the management/administration/coordination of Metro projects.	5.00%
2	K1.2	Civil Engineer - Geotechnical Designs	Geotechnical Civil Engineer, possessing an experience of at least 10 years in geotechnical designs or review of geotechnical designs of underground Metro projects.	5.00%
3	K1.3	Civil Engineer or Mechanical Engineer of Trackwork	Civil Engineer or Mechanical Engineer possessing an experience of at least 10 years in designs or review of Metro Trackwork related designs.	10.00%
4	K1.4	Electrical Engineer – Power Supply Systems	Electrical Engineer possessing an experience of at least 10 years in designs or in the review of designs of power supply systems in Metro projects.	10.00%
5	K1.5	Electrical Engineer – Traction Power Supply	Electrical Engineer possessing an experience of at least 10 years in designs or in the review of designs related to train traction power with a 750V DC 3 rd rail and/or a stinger duct, in the evaluation and execution of the relevant simulation tests, in testing and commissioning of E/M Equipment and Underground Railway Systems in Metro projects..	10.00%
6	K1.6	Electrical Engineer – Telecommunications and Low Voltage	Electrical Engineer possessing an experience of at least 10 years in designs or review of designs of telecommunications and low voltage or in Metro projects.	10.00%
7	K1.7	Electrical Engineer – Automation Systems	Electrical Engineer possessing an experience of at least 10 years in designs or in the review of designs concerning remote-control, wired and wireless data collection systems, SCADA and HMI systems, as well as electrical and mechanical facilities automation in Metro projects.	10.00%
8	K1.8	Electrical Engineer – Signaling	Electrical Engineer possessing an experience of at least 10 years in designs or in the review of designs concerning signaling and train control systems in Metro projects.	10.00%
9	K1.9	Mechanical Engineer or Electrical Engineer of Rolling Stock	Mechanical Engineer or Electrical Engineer possessing an experience of at least 10 years in designs or in the review of designs related to the Metro Rolling Stock	10.00%
10	K1.10	Mechanical Engineer – Ventilation / Air Conditioning	Mechanical Engineer possessing an experience of at least 10 years in designs or in the review of designs of ventilation and air conditioning systems in Metro projects.	10.00%
11	K1.11	Civil Engineer or	Civil Engineer or Mechanical Engineer or	



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		Mechanical Engineer or Electrical Engineer or Electronic Engineer or Architect experienced in BIM related issues	Electrical Engineer or Electronic Engineer or Architect, possessing an experience of at least 2 years in BIM related issues.	10.00%
		TOTAL		100%

22.1.2 Scoring method explanation

The scoring of the Technical Offer U (ΤΠ) of the economic operators shall derive from the evaluation of the aforementioned sub-criteria as these are included in the Evaluation Criterion.

The scoring of each sub-criterion ranges between 80 points, when all requirements are precisely met and rises up to 100 points, when the requirements of the specific sub-criterion are exceeded. Any Sub-criterion not covering the minimum requirements stipulated herein, i.e. the minimum acceptable scoring of 80 points, shall entail the rejection of the offer and the bidder shall be disqualified from the procedure.

The weighted score of each criterion shall derive from the product of the individual weight coefficient, as included in the aforementioned table, multiplied by the relevant score. The total score of the technical offer shall derive from the sum of the weighted scores of all criteria.

Given that – as concerns the Coordinator - the evaluation concerns the experience in the management/ administration/ coordination of Metro projects, as regards executives K1.2 up to K1.10 the experience in Metro projects and as regards K1.11 executive the experience in BIM related issues, - the minimum requirements of the aforementioned sub-criteria shall be receive as a minimum 80 points.

More precisely, the scoring method shall be as follows:

- For the minimum experience of 10 years in the management/ administration/ coordination of Metro projects, the coordinator shall receive a score of 80 points, while for an experience of 15 years and more in the management/ administration/ coordination of Metro projects a maximum score of 100 points. The experience of the remaining candidates shall be scored respectively between the maximum (100 points) and the minimum (80 points) score.
- Executives to occupy the positions (K1.2, K1.3, K1.4, K1.5, K1.6, K1.7, K1.8, K1.9 and K1.10) shall receive 80 points for a minimum experience of 10 years in Metro projects. They will receive the maximum score of 100 points for an experience of 15 years or more in Metro projects. The executives whose experience ranges between the minimum and the maximum level shall be scored proportionally between the maximum (100) and the minimum (80) points.
- The executive to occupy the position K1.11 shall receive 80 points for the minimum experience of 2 years in setting up a digital BIM environment

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and the maximum score of 100 points for an experience of 10 years in setting up a digital BIM environment. The executives whose experience ranges between the minimum and the maximum shall be scored proportionally between the maximum (100) and the minimum (80) points.

22.1.3 Score of the Technical Offer

The score of the economic operators' Technical Offer $U(\text{ΤΠ})$ shall derive from the evaluation of the aforementioned sub-criteria.

This score ranges between the maximum score of 100 points and the minimum acceptable score of 80 points.

The weight coefficient of the Technical Offer scoring is set to 70%.

22.2 Score of the Financial Offer

Financial Offers shall be scored on a hundred-degree (100) scale and the $U(\text{ΟΠ}i)$ score of each financial offer ($\text{ΟΠ}i$) equals with the offered discount percentage, according to the following formula:

$U(\text{ΟΠ}i) = 100 \times (1 - \text{ΟΠ}i/\text{ΠΑ})$, where:

ΠΑ is the pre-estimated fee, contingencies included (VAT excluded).

$\text{ΟΠ}i$ is the Financial Offer under examination, contingencies included (VAT excluded).

The resulting number is rounded to the second (2nd) decimal.

The weight coefficient of the scoring of Financial Offer is 30%.

Scored shall be only the Financial Offers of the economic operators, whose back up documentation for participation were considered to be complete and whose Technical Offers were considered accepted and were scored, in line with paragraph 22.1.3 herein.

22.3 Determination of the most advantageous offer – from a financial point of view – on the basis of quality-price optimum relationship

The overall score of each offer U derives from the sum up:

$$U = U(\text{ΤΠ}) * 70\% + U(\text{ΟΠ}) * 30\%$$

The resulting score is rounded to the second (2nd) decimal.

As Provisional shall be appointed the Contractor whose offer has received the highest U number.

In case of equivalent offers, ATTIKO METRO S.A. selects the bidder whose technical offer received the highest score. In case the technical offer score is the same, then ATTIKO METRO S.A. makes the selection by lot among the economic operators who submitted the equivalent offers. The selection by lot shall be performed before the Tender Committee and in the presence of the economic operators who submitted the equivalent offers, at the time and on the date to be notified to them by action “On-Line Discussions” of the sub-system.

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ARTICLE 23: BACK-UP DOCUMENTATION FOR THE AWARD – PROOF OF EVIDENCE FOR QUALITATIVE SELECTION

23.1 Supporting documents (proof of evidence) – Deadlines for their submission

This article includes the proof of evidence for qualitative selection (Awarding Back Up Documents) 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 eligibility and the terms and conditions of participation, as specified herein, are assessed at the time when the offer is submitted, the time when the supporting documents described in this article are submitted and the time when the contract is concluded.

Economic operators are strongly urged to see to the timely issuance of the required back up documents (especially those that cannot be ensured at a later stage) in order to fulfill the aforesaid requirements.

At any time during the tendering process, bidders may be required to submit a number or all back up documents, as these are mentioned below, 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 in the submitted Back-Up Documentation, 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.

Where 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 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.

All back up documentation must be in effect on the date they are submitted, in line with the special provisions concerning the subject documentation.

Means of evidence shall be made acceptable as follows:

- a) **the back up documentation concerning paragraphs 19.1, 19.2.5 and 19. 3.2b, should they have been issued up to three (3) months prior to their submission;**

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- b) the remaining back up documentation concerning paragraph 19.1.2.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 of 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, and
- e) legal statements, should they have been compiled after the notification of the invitation for the submission of back up documentation.

The documents stipulated herein shall be submitted in line with the provisions of Law 4250/2014 (A' 94). Especially, as regards the means of evidence which are private documents, these can be accepted as simple photocopies, on condition they are accompanied by a legal statement verifying their accuracy.

ATTIKO METRO S.A. reserves its right to request from the competent Authorities 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 bidders located in another member state, then ATTIKO METRO S.A. is entitled to seek the cooperation of the responsible authorities. The request for the provision of information may concern legal and/or physical entities, possibly including business managers or any person who has powers of representation, decision making or control, as stipulated by the national legislation of the member-state where the operator is established.

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

In order to demonstrate that the reasons for disqualification, stipulated in **article 19**, do not apply, the provisional contractor shall submit the following supporting documents, further to ATTIKO METRO S.A.'s electronic invitation:

- a) For the cases in paragraphs **19.1.1 to 19.1.6 herein**, an extract of the penal record or – in lack thereof - an equivalent document issued by the competent judicial or administrative authority of the member-state or of the country of origin or of the country where the economic operator is established, in order to prove that all requirements are met. The obligation

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to submit the aforementioned extract also applies to the persons stated in the first clauses of article 19.1.

b) For the cases in paragraphs **19.2.1, 19.2.2 and 19.2.3 herein**, the following must be submitted:

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

The economic operators having their seat or preparing designs in Greece must submit the following supporting documents:

- Greek Designers and Engineering Companies/ Firms shall submit a 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.
- Greek designers – natural entities shall submit a certificate issued by ETAA/TMEDE or other social security organization where they are insured to cover their main and supplementary insurance.

Greek Engineering Companies/ Firms installed in Greece submit a Social Security Contributions 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), EFKA and other personnel). Social Security Contributions Clearance Certificates of the natural entities – designers forming the license of the firm as partners shall not constitute proof that the bidding firm social security contributions clearance certificate is valid. 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.

c) For the cases in article **19.2.5 herein**, the following must be submitted:

A certificate issued by the authority concerned in the relevant member-state or country of origin. With regard to Greek Designers and Engineering Companies/ Firms a certificate 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. If this certificate cannot be issued, then, in line with

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paragraph 2, article 80, Law 4412/2016, this can be replaced by a legal statement of the economic operator without requiring the submission of an official declaration by SEPE regarding the issuance of the certificate.

d) For the cases under article **19.3.2**, a certificate issued by the judicial or administrative authority concerned of the member-state, or the country of origin. With regard to economic operators installed in Greece, the relevant certificates from which it should result that the bidder is not bankrupt, has not suspended business activities, has not entered into an agreement with creditors, is not under coercive administration, or that the company has not been set under the proceedings of reformation shall be issued by the Court of the First Instance concerned in 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), by printing out the Business Register details, as these are shown in taxisnet.

e) If a member–state or country does not issue the certificates mentioned in **cases (a), (b) and (d)**, or if these certificates do not cover all cases under paragraphs 19.1.1 to 19.1.6, 19.2.1 to 19.2.3 and 19.2.5 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 / establishment.

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 above.

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

f) As far as case **19.3.9** is concerned, the bidder shall submit a certificate issued by the competent Authority. With regard to Designers – natural entities installed in Greece, a certificate issued by the Technical Chamber of Greece or the respective Chamber (if this Chamber has disciplinary powers over its members), verifying that no professional misconduct has been committed inducing the imposition of a disciplinary action, shall be filed. The Engineering Offices/ Firms as well as the natural entities – designers, regardless of their country where they are seated (Greece or abroad), which are not subject to the aforementioned disciplinary bodies, shall submit a certificate issued by the body to which they are subject to,

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and if this body has disciplinary powers over its members; otherwise they shall submit an official statement certifying that a) no disciplinary body exists and that b) they have not committed any grave professional misconduct.

- g)** For items **19.3.1, 19.3.3, 19.3.4, 19.3.5, 19.3.6, 19.3.7 and 19.3.8**, the bidder shall submit a legal statement certifying that there are no reasons – as these are stipulated herein - for disqualification.

h) Supporting documentation for paragraph 19.4

In order to prove that there is no reason for disqualification, as mentioned in paragraph 19.4, the following documents are submitted, provided that the Provisional Contractor is a Societe Anonyme:

Certificates pertaining to the nominalization of the shares.
(Exempted from this obligation are companies listed in the Stock Exchange of their country of installation and submit a relevant Legal Declaration by their legal representative).

For all other matters, the following items are submitted:

- Certificate issued by the responsible Authority of the country of their establishment, 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.

More specifically,

aa) Companies registered in the Engineering Firms/Offices Registry:

- (i) Certificate issued by the responsible Authority of the country of their establishment, whereby it results that the shares are nominal
- (ii) An analytical list with the details of the company shareholders and the number of each shareholder stocks, as these data are registered in the Company Book of Shareholders, the latest within "thirty working days" before the submission of the offer.

bb) Foreign companies, provided that, according to the legislation of their installation country, they issue nominal shares, submit the following:

- i) Certificate issued by the Authority of the country of its seat proving that the company's shares are nominal.
- ii) A detailed statement with the details of the company's shareholders and the number of shares of each of its shareholders, as these details are recorded in the company's shareholders book, dated the latest within thirty (30) days prior to the submission of the offer.
- iii) Any other document, proving the nominalization down to the natural entity level of the shares that has been effected within the last thirty (30) working days prior to the submission of the offer.

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- cc) The foreign companies which** do not issue, as per their country's legislation, nominal shares, submit:
- i) 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
 - ii) a valid and updated list of their shareholders, who possess at least one per cent (1%) of the shares or of the voting rights of the Company
 - iii) In case the company does not keep an updated list of its shareholders, then it shall submit a relevant list of the shareholders who possess at least one per cent (1%) of the shares in accordance with the last General Assembly, should these shareholders are known to the Company.
 - iv) If no such list is submitted, the Company ought to justify the reasons why these shareholders are not known. ATTIKO METRO S.A. does not judge the aforesaid justification. However, it can prove the ability to submit a shareholders' list and only in this case, the company is disqualified from this procedure.

Furthermore, before the contract signing, the Bidder submits the Official Statement described in the Joint Ministerial Decision made 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".

- i) To cover case **19.9** herein, an Official Statement by the Bidder, stating that a disqualification decision has not been issued against the bidder, according to article 74, Law 4412/2016.

23.3

Back up documentation proving the competence to exercise the professional activity stipulated in article 20.1

- (a) Regarding the competence to exercise the professional activity, the economic operators installed in Greece shall submit a certificate that they are registered in the design categories stipulated in article 11.4 herein.
- (b) The economic operators established in other member-states of the EU, shall submit the statements and certificates listed in Annex XI of Appendix A, Law 4412/2016, proving the competence of the economic operator to provide services as concerns the design categories stipulated in article 11.4 herein.
- (c) The economic operators established in a member – state of the European Financial Area (EFA) or in third countries, as per paragraphs 18.1 (c) and 18.1 (d) of this Document, and respective Professional Registries are kept in these countries, they shall submit a certificate issued by the respective professional or commercial registry.
- (d) The economic operators established in a member – state of the European Financial Area (EFA) or in third countries, as per paragraphs 18.1 (c) and 18.1 (d) of this Document, and respective Professional or Commercial Registries are not kept in these countries, they shall submit an affidavit

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or, in member-states or in countries where affidavit is 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 establishment, that such registry is not kept and that he exercises the activities indicated in the design categories mentioned in article 11.4 herein.

23.4 Back up documentation concerning the credit and financial competence requirements stipulated in article 20.2

The credit and financial competence for each economic operator, as stipulated in article 20.2 herein, shall be proven via the submission of the following documentation, namely:

- A Legal Statement about the overall turnover during the last three (3) fiscal years or during the respective operation period – if this is less than three years;
- The Balance Sheets and the Financial Statements (Profit and Loss) for the last three (3) fiscal years or for the respective operation period – if this is less than three years.

23.5 Documentation related to the technical and professional competence, stipulated in article 20.3

In order to prove the technical and professional competence requested by article 20.3 herein, the bidders must submit the following supporting documents.

23.5.1 In order to prove adherence to the requirements of article 20.3.1 herein

(a1) Economic operators installed in Greece must submit a Designer's/ Engineering Firm License in the design categories, stipulated in article 11.4 herein, which shall constitute the evidence of the information it bears.

(a2) Foreign economic operators registered in official lists or certified by Certification Organizations which comply with the European certification standards in the sense of Annex VII, Appendix A, Law 4412/2016, may submit to ATTIKO METRO S.A. a registration certificate issued by the authority concerned or the certificate issued by the certification organization concerned, in line with the provisions of article 83, Law 4412/2016 and paragraph 23.7 of this Invitation from which it results that the requirements of article 20.3.1 are met.

(a3) More specifically, the following economic operators:

- Foreign economic operators not registered in official lists or not certified by Certification Organizations, as specified in the previous paragraph.
- Foreign economic operators that are registered in official lists (as for example, from member-states of the EU or the EFA or in the

INVITATION TO TENDER

member-states that have ratified the Government Procurement Agreement (GPA)) or are certified by Certification Organizations, but the registration certificate does not prove that the requirements of paragraph 20.3.1 herein are met.

- Economic operators established in Greece and registered in MEEP but the registration certificate does not prove that the requirements of paragraph 20.3.1 herein are met,

must submit the following back up documentation:

- i. Legal Statement – Certificate drafted by the legal representative of the economic operator whereby he states that he possesses the necessary personnel vested with the specialities and experience required stating their names, their speciality and their years of experience.

23.5.2

In order to prove the experience required by paragraph 20.3.2 herein, bidders shall submit the following information, namely:

- A list of similar services performed with contracts by the individual economic operator or all members of the association, or the invoked “third party” in the time period 2010-2021. This list shall necessarily be prepared according to the attached Sample D1 of Appendix D.
- Certificates certifying the provision of services for the contracts presented in the above list (as stated in the field “CERTIFICATE FOR SERVICES PROVIDED IN THE FRAMEWORK OF THE CONTRACT”). The certificates:
- Certificates will have been issued by the competent authorities and shall prove the workmanlike and timely execution of the contracts or parts thereof. More specifically, these certificates shall indicate the basic characteristics of the relevant services, so that they can be evaluated and, thus, ascertained that they do fulfil the requirements of article 20.3.2 as well as the time of their execution; the subject certificates shall also certify that the projects have been executed in line with the rules of the technical offer and have been duly completed.

In case the subject services are executed by a contracting consortium, the certificates shall indicate the participation percentage of the Bidder or of the members of the Bidder in their execution, as well as the specific scope of this participation.

If certain of the requested data are not included in the subject certificates, these shall be provided by means of an official statement on the part of the Bidder. However, the official statement cannot replace the required certificates for the provision of services. The official statement shall be exclusively and solely submitted for the purpose of supplementing the related information not included in the certificates (e.g. time duration, etc.).

Any related services, for which neither certificates nor the relevant official Statement for any supplementary data are submitted, shall not be taken into account in the evaluation of the Bidder.

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23.6 Back up documentation for the review concerning the legalization of the provisional contractor

In order to review the legalization of the provisional contractor, required shall be the submission of Legalizing documents proving that the economic operator has been established and is operating legally, and the persons who legally represent the economic operator and commit themselves, through their signatures, in the relevant documents of this contract conclusion procedure.

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

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 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.
- d) BoD Minutes of Meeting regarding approval for participation in the Tender that may include an authorization to a specific person for signing and offer submittal purposes, in case the legal representative of the economic operator does not sign himself the offer and the remaining documents of the Tender until the signing of the contract.

If the Bidder is a Public Limited Liability Company:

- 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 of the registration in GEMI.
- b) Certificate issued by the 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. The certificate must have been issued three months as a maximum before the deadline for the submission of the offers.

If the Bidder is a private capital company, general partnership company or limited partnership company:

INVITATION TO TENDER

- a) Photocopy of the company’s statutes, ratified by a Public Authority and any amendments made to them, as well as the announcement of the registration in GEMI.
- b) Certificate issued by the 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.

If the bidder is a private-owned company and natural entity, a photocopy of the certificate of commencement of business from the Tax Authority concerned and any amendments made to it.

If the bidder is a companies’ association, the aforementioned requirement for submission of legalizing data shall be valid for each member separately.

If the participants 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.

23.7 Official lists of approved economic operators

Economic operators registered in official lists or certified by Certification Organizations which comply with the European certification standards in the sense of Annex VII, Appendix A, Law 4412/2016, may submit to ATTIKO METRO S.A. a registration certificate issued by the authority concerned or the certificate issued by the certification organization concerned.

These certificates state the back-up documentation on the basis of which the subject economic operators were registered in the official list or certified and classified in the subject list.

The certified registration in the official lists by the organizations concerned or the certificate issued by the certification organization is evidence of suitability in terms of the qualitative selection requirements covered by the official list or the certificate.

Economic operators registered in official lists are exempted from the obligation to submit the back-up documentation stated in their registration certificate.

23.8 Back up Documentation to demonstrate the “borrowed experience” mentioned in article 20.4

In the event that the bidding economic operator or association relies on the competence of other entities, as per article 20.4 herein, these latter entities are 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 Back up Documentation for the award shall include the BoD resolution or the relevant decision of the statutory body concerned of the invoked third

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party or a legal statement (in case of natural entities) approving the provision of the invoked credit and financial or technical and professional competence (experience) of the third party to the operator, so that the bidder has ensured its availability for the execution of the Contract; the subject legal statement shall necessarily include in a detailed manner all items related to the availability of the necessary resources (kind, quantity, time schedule, preconditions, terms, responsibilities, etc.).

The aforesaid presentation must be detailed and itemize the specific resources that will be made available in the framework of the Contract in such a way so that ATTIKO METRO S.A. may proceed to the evaluation and may assess the importance of the relevant resources and ascertain the implementation of such a commitment during the execution of the Contract.

Especially in the case of **“borrowed capacity” for the personnel of the Contractor**, the commitment back-up documentation of paragraph 23.8.1 shall be included.

23.8.1

Commitment Back up documentation in the case of “borrowed capacity” for the personnel of the Contractor

In case of “borrowed capacity” for specialized personnel, the following items must be submitted for the invoked third party lending the capacity:

- A decision issued by the Competent Statutory Body (only in the case that the person made available for the specialized personnel belongs to a legal entity) stating that:

“We shall approve the provision to (name of the Bidder) of (name of the person made available for the specialized personnel) as (state in detail the specialize field). We explicitly commit ourselves to make available to the aforementioned Bidder this specific resource for the execution of the Contract, provided that the Contract is awarded to him, in adherence to the legal provisions”.

- The aforementioned decision of the Statutory Body shall be necessarily accompanied by a Legal Statement of the person made available for the specialized personnel stating that:

“I accept my availability (name of the Bidder) as a (indicate the precise field of expertise), as it results from Decision No. (indicate the Statutory Body Decision details) made by (indicate the trade name of the legal entity).

- A Legal Statement (only in the case that the person made available for the specialized personnel is a natural entity) where the invoked “third party” 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



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Contract, provided that the Contract is awarded to him, in adherence to the legal provisions”.

ARTICLE 24: SUB-CONTRACTING

- 1 The bidding economic operator specifies in his offer the part of the Contract works he intends to assign on a sub-contracting basis to third parties, as well as the proposed sub-contractors.
- 2 The responsibility of the main Contractor is not raised by the fact that the sub-contractors respect the obligations ensuing from paragraph 2, article 253, L. 4412/2016.
- 3 **ATTIKO METRO S.A:**
 - a) necessarily verifies that there are no grounds for the disqualification of the sub-contractors on the basis of article 19 herein and that they possess the necessary qualifications to execute the scope of the contract assigned to them, according to the European Single Procurement Document (ESPD).
 - b) demands that the economic operator replaces a sub-contractor whenever the above verification reveals that reasons for disqualification do actually exist and that the sub-contractor does not possess the necessary qualifications to execute the scope assigned him.

ΠΡΟΣΑΡΤΗΜΑ (Α)

ΥΠΟΔΕΙΓΜΑ Α1

INVITATION TO TENDER

ΕΓΓΥΗΤΙΚΗ ΕΠΙΣΤΟΛΗ ΣΥΜΜΕΤΟΧΗΣ

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

Ημερομηνία έκδοσης:

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

(Διεύθυνση Αναθέτουσας Αρχής/Αναθέτοντος Φορέα²)

Εγγύηση μας υπ' αριθμ. ποσού ευρώ³..

Έχουμε την τιμή να σας γνωρίσουμε ότι εγγυόμαστε με την παρούσα επιστολή ανέκκλητα και ανεπιφύλακτα παραιτούμενοι του δικαιώματος της διαιρέσεως και διζήσεως μέχρι του ποσού των ευρώ⁴υπέρ του

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

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

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

α) (πλήρη επωνυμία), ΑΦΜ: (διεύθυνση)

β) (πλήρη επωνυμία), ΑΦΜ: (διεύθυνση)

γ) (πλήρη επωνυμία), ΑΦΜ: (διεύθυνση)

(συμπληρώνεται με όλα τα μέλη της Ένωσης / Κοινοπραξίας)

ατομικά και για κάθε μία από αυτές και ως αλληλέγγυα και εις ολόκληρο υπόχρεων μεταξύ τους, εκ της ιδιότητάς τους ως μελών της ένωσης ή κοινοπραξίας, για τη συμμετοχή του/της/τους σύμφωνα με την (αριθμό/ημερομηνία) Διακήρυξη της ΑΤΤΙΚΟ ΜΕΤΡΟ Α.Ε., για την ανάδειξη αναδόχου για την ανάθεση της σύμβασης: “(τίτλος σύμβασης)”.....

Η παρούσα εγγύηση καλύπτει μόνο τις από τη συμμετοχή στην ανωτέρω απορρέουσες υποχρεώσεις του/της (υπέρ ου η εγγύηση) καθ' όλο τον χρόνο ισχύος της.

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.

1 Όπως ορίζεται στα έγγραφα της σύμβασης.

2 Όπως ορίζεται στα έγγραφα της σύμβασης.

3 Το ύψος της εγγυητικής επιστολής συμμετοχής καθορίζεται στα έγγραφα της σύμβασης σε συγκεκριμένο χρηματικό ποσό αναγράφεται ολογράφως και σε παρένθεση αριθμητικώς.

4 Όπως υποσημείωση 3.



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Η παρούσα ισχύει μέχρι και την

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

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

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

(Εξουσιοδοτημένη Υπογραφή)



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INVITATION TO TENDER

SAMPLE A2

PARTICIPATION LETTER OF GUARANTEE

Issued by (Full name of the Credit Institution)

...../ TMEDE

Date of issuance:.....

To: (Full name of the Awarding Body³)

.....

(Address of the Awarding Body⁴)

.....

Our Guarantee no. against the amount of euro⁵.

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 ⁶ in favour of:

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

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

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

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

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

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

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

individually and for each one of the above and jointly and severally liable in their capacity as members of the Joint Venture/ Consortium for its/their participation, in accordance with ATTIKO METRO S.A. Invitation to Tender (number) for the appointment of a Contractor for the award of a Contract "(title of Contract).....".

This guarantee covers only the obligations of the entity (-ies) (*in favour of whom this guarantee is issued*), as these ensue from the participation to the above tender procedure throughout its validity period.

³ As specified in the Contract documents

⁴ As specified in the Contract documents

⁵ The amount of the Letter of Guarantee for participation in the tender is set in the contractual documents against a specific amount, it is written in full and in numbers in brackets.

⁶ See footnote 3



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

The present guarantee shall remain valid until

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)

INVITATION TO TENDER

ΠΡΟΣΑΡΤΗΜΑ (B)

ΥΠΟΔΕΙΓΜΑ Β1

ΕΓΓΥΗΤΙΚΗ ΕΠΙΣΤΟΛΗ ΚΑΛΗΣ ΕΚΤΕΛΕΣΗΣ

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

Ημερομηνία έκδοσης

Προς: (Πλήρης επωνυμία Αναθέτουσας Αρχής/Αναθέτοντος Φορέα¹)
(Διεύθυνση Αναθέτουσας Αρχής/Αναθέτοντος Φορέα)²

Εγγύηση μας υπ' αριθμ. ποσού ευρώ³.

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

ευρώ.....⁴

υπέρ του:

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

ΑΦΜ: (διεύθυνση), ή

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

..... (διεύθυνση), ή

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

α) (πλήρη επωνυμία) ΑΦΜ: (διεύθυνση)

β) (πλήρη επωνυμία), ΑΦΜ: (διεύθυνση)

γ) (πλήρη επωνυμία), ΑΦΜ: (διεύθυνση)

(συμπληρώνεται με όλα τα μέλη της ένωσης / κοινοπραξίας)

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

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

¹ Όπως ορίζεται στα έγγραφα της σύμβασης.

² Όπως ορίζεται στα έγγραφα της σύμβασης.

³ Ολογράφως και σε παρένθεση αριθμητικώς.

⁴ Όπως υποσημείωση 3.

INVITATION TO TENDER

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

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

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

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

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

(Εξουσιοδοτημένη Υπογραφή)



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SAMPLE B2

GOOD PERFORMANCE LETTER OF GUARANTEE

Issued by (Full name of the Credit Institution)

...../ TMEDE

Date of issuance:.....

To: (Full name of the Awarding Authority / Agency⁷)

.....

(Address of the Awarding Authority / Agency⁸)

.....

Our Guarantee no. against the amount of euro⁹.

We hereby declare that we irrevocably and unreservedly guarantee waiving our rights to make use of the benefit of division and discussion up to the amount of euro¹⁰

in favour of:

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

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

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

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

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

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

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

individually and for each one of the above and jointly and severally liable in their capacity as members of the Joint Venture/ Consortium for the good performance of the contract No..... **“(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.

⁷ As specified in the Contract documents

⁸ As specified in the Contract documents

⁹ The amount of the Letter of Guarantee is written in full and in numbers in brackets.

¹⁰ See footnote 3



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

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

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

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

(Authorized Signature)

INVITATION TO TENDER

ΠΡΟΣΑΡΤΗΜΑ (Γ)

ΥΠΟΔΕΙΓΜΑ Γ.1

**ΔΗΛΩΣΗ ΣΥΓΚΑΤΑΘΕΣΗΣ
ΕΠΕΞΕΡΓΑΣΙΑΣ ΔΕΔΟΜΕΝΩΝ ΠΡΟΣΩΠΙΚΟΥ ΧΑΡΑΚΤΗΡΑ**

Η Αττικό Μετρό Α.Ε. 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 ΑΤΤΙΚΟ ΜΕΤΡΟ Α.Ε., 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 ΑΤΤΙΚΟ ΜΕΤΡΟ Α.Ε., η εκπλήρωση των εκ του νόμου υποχρεώσεων της ΑΤΤΙΚΟ ΜΕΤΡΟ Α.Ε. και η εν γένει ασφάλεια και προστασία των συναλλαγών. Τα δεδομένα ταυτοπροσωπίας και επικοινωνίας θα χρησιμοποιηθούν από την ΑΤΤΙΚΟ ΜΕΤΡΟ Α.Ε. 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 ΑΤΤΙΚΟ ΜΕΤΡΟ Α.Ε. 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 ΑΤΤΙΚΟ ΜΕΤΡΟ Α.Ε. στα στοιχεία επικοινωνίας που αναφέρονται στην Πρόσκληση.

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VI. Η ΑΤΤΙΚΟ ΜΕΤΡΟ Α.Ε. έχει υποχρέωση να λαμβάνει κάθε εύλογο μέτρο για τη διασφάλιση του απόρρητου 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.

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 ΑΤΤΙΚΟ ΜΕΤΡΟ Α.Ε. και ειδικότερα στην περίπτωση που ανακηρυχθώ Ανάδοχος της σύμβασης.

(Τόπος) (Ημερομηνία)

(Υπογραφή)

INVITATION TO TENDER

SAMPLE C.2

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.**



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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.

(Place) (Date)

(Signature)

INVITATION TO TENDER

ΠΡΟΣΑΡΤΗΜΑ (Δ)

ΥΠΟΔΕΙΓΜΑ Δ1

ΚΑΤΑΛΟΓΟΣ ΥΠΗΡΕΣΙΩΝ ΠΑΡΟΜΟΙΑΣ ΦΥΣΗΣ

ΕΠΩΝΥΜΙΑ ΔΙΑΓΩΝΙΖΟΜΕΝΟΥ: (Τίθεται η επωνυμία της Εταιρίας η του Φυσικού προσώπου που αφορά ο κατάλογος. Σε περίπτωση σύμπραξης υποβάλλεται ξεχωριστός κατάλογος για κάθε μέλος αυτής.)

ΤΙΤΛΟΣ ΥΠΗΡΕΣΙΑΣ : (Τίθεται ο πλήρης τίτλος της παροχής Υπηρεσίας όπως αναγράφεται στην σύμβαση)

ΦΟΡΕΑΣ ΑΝΑΘΕΣΗΣ: (Τίθεται ο πλήρης τίτλος του φορέα, Κυρίου του έργου)

ΑΝΤΙΚΕΙΜΕΝΟ ΣΥΜΒΑΣΗΣ: (Αναγράφεται συνοπτικά το αντικείμενο της Σύμβασης.)

ΑΝΑΔΟΧΟΣ: (Αναγράφεται ο πλήρης τίτλος του Αναδόχου σχήματος. Σε περίπτωση Σύμπραξης αναγράφονται όλοι οι εταίροι αυτής. Σε περίπτωση Κ/Ξ ο τίτλος της Κ/Ξ και όλοι οι εταίροι αυτής.)

ΕΝΑΡΞΗ ΣΥΜΒΑΣΗΣ: (Τίθεται η ημερομηνία υπογραφής της Σύμβασης.)

ΟΛΟΚΛΗΡΩΣΗ ΣΥΜΒΑΣΗΣ: (Τίθεται η ημερομηνία έγκρισης της Σύμβασης ή το στάδιο στο οποίο αυτή βρίσκεται)

ΠΕΡΙΓΡΑΦΗ ΕΡΓΟΥ: (Γίνεται συνοπτική περιγραφή των τεχνικών χαρακτηριστικών του έργου που αφορά η σχετική υπηρεσία, του μεγέθους του με χαρακτηριστικά ποσοτικά στοιχεία (μέτρα μήκους) ώστε να είναι δυνατόν η Υπηρεσία να αξιολογήσει εάν καλύπτει ή όχι τις απαιτήσεις του άρθρου 20.2.2 της παρούσας.)

ΑΜΟΙΒΗ: (Αναγράφεται η συνολική αμοιβή της σύμβασης και το ποσοστό συμμετοχής του διαγωνιζόμενου.)

**ΠΙΣΤΟΠΟΙΗΤΙΚΟ ΠΑΡΟΧΗΣ
ΥΠΗΡΕΣΙΩΝ ΣΥΜΒΑΣΗΣ:** (Βεβαίωση Εργοδότη)

(Ο κατάλογος συμπληρώνεται με όσες υπηρεσίες παρόμοιας φύσης κρίνει ο υποψήφιος.

(Τόπος – Ημερομηνία)

Υπογραφή



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APPENDIX (D)

SAMPLE D.1

LIST OF SIMILAR SERVICES

NAME OF THE CANDIDATE: (Name of the Company or the Natural Entity that the list concerns. In case of Consortium, a separate list must be submitted for each member).

SERVICE TITLE: (Full title of the provision of services, as stated in the Contract).

AWARDING AGENCY: (Full name of the Agency, Project Owner).

SCOPE OF CONTRACT: (Write in summary the scope of the contract).

CONTRACTOR: (Full name of the Contracting Scheme. In case of a Consortium, all members must be stated. In case of a Joint Venture, the name of the Joint Venture and all its members must be stated).

COMMENCEMENT OF THE CONTRACT: (Date of the conclusion of the Contract).

CONTRACT COMPLETION: (Date of the approval of the Contract or current stage of the Contract).

DESCRIPTION OF PROJECT: (Summary description of the technical characteristics of the project related to the relevant service, its magnitude using characteristic quantitative data (linear meters) to enable the Service to evaluate whether the requirements of article 20.2.1 herein are met or not).

FEE: (Overall fee of the contract and the bidder's participation percentage).

CERTIFICATE FOR SERVICES PROVIDED IN THE FRAMEWORK OF THE CONTRACT: (Employer's Certificate).

(The list shall be supplemented with as many similar designs as the candidate deems appropriate).


Signature



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ΥΠΟΔΕΙΓΜΑ Δ.2

ΑΝΑΛΥΤΙΚΟ ΒΙΟΓΡΑΦΙΚΟ ΣΗΜΕΙΩΜΑ

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

ΊΔΡΥΜΑ:	
Ημερομηνία: Από (μήνες/έτη) (Μήνες/έτη)	
Πτυχίο:	

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

6. **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).

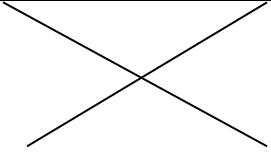
7. **Μέλος επαγγελματικών οργανισμών :**

8. **Παρούσα θέση:** (Αναγράφεται η σημερινή απασχόληση - θέση σε Επιχείρηση, Οργανισμό Δημοσίου ή Ιδιωτικού τομέα, ελεύθερος επαγγελματίας κλπ).

9. **Εμπειρία:**

(Η εμπειρία αναλύεται σύμφωνα με τον κατωτέρω Πίνακα).

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	ΣΥΝΤΟΜΗ ΠΕΡΙΓΡΑΦΗ	ΔΙΑΡΚΕΙΑ ΕΠΑΓΓ/ΚΗΣ ΓΕΝΙΚΗΣ ΕΜΠΕΙΡΙΑΣ ΜΗΧΑΝΙΚΟΥ (έτη)	ΔΙΑΡΚΕΙΑ ΕΠΑΓΓ/ΚΗΣ ΕΜΠΕΙΡΙΑΣ ΣΕ ΜΕΤΡΟ / BIM (έτη)
Έργο Κύριος Έργου Επιχείρηση Θέση/ Αρμοδιότητες Ημερομηνία (Από Μ/Ε έως Μ/Ε)			
Έργο Κύριος Έργου Επιχείρηση Θέση/ Αρμοδιότητες Ημερομηνία (Από Μ/Ε έως Μ/Ε)			
ΣΥΝΟΛΙΚΗ ΕΜΠΕΙΡΙΑ ΓΙΑ ΤΗΝ ΙΚΑΝΟΠΟΙΗΣΗ ΤΩΝ ΚΡΙΤΗΡΙΩΝ			

Τόπος- Ημερομηνία

Υπογραφή


Σημειώσεις:

1. Στη διαμόρφωση των αθροισμάτων της συνολικής εμπειρίας (τελευταία γραμμή Πίνακα) θα λαμβάνεται υπόψη μόνο μια φορά τυχόν ταυτόχρονη ενασχόληση την ίδια περίοδο σε δύο (ή περισσότερα) έργα / θέσεις.
2. Ειδικά για το βιογραφικό σημείωμα του Συντονιστή, απαιτείται να συμπληρωθεί επιπλέον στήλη, στην οποία θα καταγράφεται η

 <p>ΑΤΤΙΚΟ ΜΕΤΡΟ Α.Ε.</p>	<p>“TECHNICAL CONSULTANT SERVICES FOR ΑΤΤΙΚΟ ΜΕΤΡΟ S.A. PROJECTS IN ΑΤΤΙΚΑ REGION”</p> <p>INVITATION TO TENDER</p>	<p>RFP-318/17</p> <p>A.Σ. 95151</p>
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επιπλέον ζητούμενη εμπειρία σε διαχείριση / διοίκηση / συντονισμό έργων Μετρό.

3. Το παρόν έγγραφο υποβάλλεται υπογεγραμμένο από το στέλεχος το οποίο αφορά το κάθε βιογραφικό σημείωμα, σύμφωνα με τις απαιτήσεις των παρ. 21.2.2 και 23.5.1.α3(iii) της παρούσας.

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SAMPLE D.2

DETAILED CURRICULUM VITAE

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

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

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

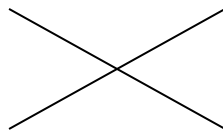
6. **Languages:** (Rate competence from 1 to 5, use 5 for “Excellent”):

LANGUAGE	COMPREHENSION	ORAL SPEECH	WRITING
<i>Greek</i>			

(Add or remove rows as required)

7. **Member of professional associations:**
8. **Current position:** (State the current employment – position in an Enterprise, Organization of the Public or Private Sector, freelance, etc.)
9. **Experience:** (The experience is analyzed in line with the following Table).

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	BRIEF DESCRIPTION	DURATION OF PROFESSIONAL GENERAL EXPERIENCE OF ENGINEER (in years)	DURATION OF PROFESSIONAL EXPERIENCE IN METRO PROJECTS / BIM (in years)
Project Project Owner Company Position/ Responsibilities Date (M/Y – M/Y)			
Project Project Owner Company Position/ Responsibilities Date (M/Y – M/Y)			
OVERALL EXPERIENCE FOR ADHERENCE TO THE CRITERIA			

Date Place
Signature

Notes:

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1. When summing up the overall experience (last line of the Table), any simultaneous employment in the same time period in two (or more) projects / positions shall be taken into account only once.
2. Especially as concerns the CV of the Coordinator, an additional column must be filled in integrating the additional experience required in managing / administrating / coordinating Metro Projects.
3. This document is submitted duly signed by the executive whom each Curriculum Vitae concerns, in line with the requirements of paragraph 21.2.2 and 23.5.1.a3(iii) stipulated herein.



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