




**ATTIKO METPO A.E.**

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

**RFP-384/20, A.Σ. 94301**


**FUNDING:** The Contract is funded in the framework of the National Strategic Reference Framework (NSRF) 2014-2020 through the Operational Program "Transport Infrastructure, Environment and Sustainable Development"

**INVITATION TO TENDER**

	<p align="center"><b>“PROCUREMENT AND INSTALLATION OF THE BUILDING AUTOMATION AND CONTROL SYSTEM (BACS) OF PIRAEUS EXTENSION PHASE B”</b></p> <p align="center"><b>INVITATION TO TENDER</b></p>	<p align="center"><b>RFP-384/20</b></p> <p align="center"><b>A.Σ. 94301</b></p>
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## ARTICLE 1 INTRODUCTION – AWARDING AUTHORITY 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, running, operation and development of the Urban Railway Network of Attica and Thessaloniki Regions and, in general, of the Electric Railway of Attica and Thessaloniki Regions - 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 whose estimated value is above the thresholds foreseen by Law 4412/16 via the National Electronic Procurement System (E.S.I.D.I.S) for the selection of a Contractor responsible for the Design, Procurement, Installation and Commissioning of the Building Automation and Control System (BACS) of Piraeus Extension – Phase B’ and invites the interest economic operators (physical or legal entities, either individual or in association schemes) to submit offers, in line with the stipulations of 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 that will be the nominated Contractor further to this present procedure.

**1.2** The Awarding Authority and Owner for the Contract to be concluded is ATTIKO METRO S.A.

**1.3** Contact Information of the Project Owner 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	11525
Contact Person	Aikaterini Saiti
Tel. No.	210 6792473, 210 - 6792351
Fax No.	210 – 6726126
e-mail	ksaiti@ametro.gr
Geographical area of the Agency (NUTS)	EL 30
Geographical area for the execution of the contract	EL 30

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## **ARTICLE 2 SCOPE – CPV OF THE CONTRACT**

**2.1** The Extension of the Athens Metro to Piraeus – Phase B’ includes three (3) new Stations, namely: MANIATIKA, PIRAEUS and DIMOTIKO THEATRO. It also includes three (3) intershafts (Pissidias, Tzavella, Mela), one (1) terminal shaft (Panepistimio) one (1) recess to accommodate the electrical equipment in the forestation of DIMOTIKO THEATRO terminal station, as well as the tunnels from the temporary forestation of NIKEA station up to the forestation of DIMOTIKO THEATRO station.


The scope of the contract shall include the design, procurement, installation and commissioning of a Building Automation and Control System (BACS), which shall monitor and control the tunnels’ ventilation system, the HVAC system, as well as the building electromechanical systems in the Stations, shafts, recesses and tunnels of Phase B’ of the Extension, both at local level from the Station Master Room (SMR) workstation in each Station and at central level from the existing and operating workstations in the Operation Control Centre (OCC) and from the maintenance workstation located at Sepolia.

The scope of the contract shall also include the necessary upgrading activities both on the existing and the operating hardware and software of the BACS system, at the OCC and at local levels of Lines 2 & 3 Stations in operation, as required except from the Base Project stations (Monastiraki – Ethniki Amaryna and Sepolia – Dafni). In this framework, required shall be the upgrading of the EBI central system in the OCC and in the Station Master Rooms, which the local BACS equipment should be connected to.

The scope of the contract shall also include the design, construction, procurement and commissioning of the Fireman Boxes, as well as the design, construction, procurement and installation of the PLCs related to the E/M systems to be included in this contract.

In addition, the scope of the contract shall include the three-year good operation guarantee, the supply of spare parts, tools and test equipment, the training of personnel, the compilation and delivery of the Back Up Documentation, the delivery of the Operation and Maintenance Manuals and of the As-Built Drawings for the entire scope of the Contract, in line with the provisions of the Contract Documents.

In more detail, the scope of work, the technical requirements and the obligations ensuing from the contract are included the document entitled “Technical Description”, in the document entitled “Design,

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Performance, Material and Workmanship Specifications” for the BACS systems as well as in the remaining documents of the Tender.

The aforementioned items shall be implemented by the Contractor, further to the pertinent cooperation and coordination with the remaining contractors involved in the Extension related project.

- 2.2** The CPV Code for the Contract is 48151000-1: “Computer Aided Control System”.

**ARTICLE 3 TITLE OF THE TENDER**

The title of the Tender is: **“Procurement and Installation of the Building Automation and Control System (BACS) of the Extension to Piraeus Phase B”**.

This title, accompanied by the Reference Code **RFP-384/20**, shall be shown on all Envelopes and Sub-envelopes of the Offers and, in general, on all documents to be submitted within the framework of this Tender.


**ARTICLE 4 PROCEDURE FOR THE SELECTION OF THE CONTRACTOR –  
CRITERION FOR THE AWARD OF THE CONTRACT**

- 4.1** The Tender shall be conducted electronically through the web portal [www.promitheus.gov.gr](http://www.promitheus.gov.gr) of E.S.I.D.I.S. - National Electronic Public Procurement System, it shall be based on the open procedure in accordance with article 264 of Law 4412/16. The Bidders shall submit their offers, in line with the provisions of the Tender Documents.

- 4.2** The criterion for the Contract award shall be the most advantageous offer, in financial terms, on the basis of the price offered, in accordance with article 311, Law 4412/16.

**ARTICLE 5 DEADLINES FOR THE DELIVERY OF THE CONTRACT**

The contractual time period foreseen for the delivery of the scope of the contract is calculated in **calendar days after the signing of the Contract** and is determined in the following table.

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Scope	Delivery Contract Period (in calendar days)
<p>Completion of the design, procurement, installation, testing and commissioning of: a) the Building Automation and Control System (BACS) of the Athens Metro Line 3 Extension to Piraeus – Phase B’ and more specifically at Stations MANIATIKA, PIRAEUS and DIMOTIKO THEATRO, at the three (3) intershafts (Tzavella, Roloι, Mela), at the terminal shaft (Panepistimio), at the recess, to accommodate the electrical equipment in the forestation of DIMOTIKO THEATRO terminal station, as well as at the tunnels from the temporary forestation of NIKEA station up to the forestation of DIMOTIKO THEATRO station, and b) the upgrading of the EBI software in the operating stations of the network, except from the Base Project stations (Monastiraki – Ethniki Amyna and Sepolia – Dafni), and the overall completion of the scope of the Contract, as described in the Tender Documents.</p>	<p align="center"><b>280</b></p>

more detail, data about the time schedule and the relevant obligations of the Contractor are quoted in articles 8 and 9 of the Conditions of Contract.

**ARTICLE 6 ESTIMATED CONTRACT VALUE - ADVANCE PAYMENT - FUNDING**

**6.1** The estimated Contract value is a lump sum price and amounts to **one million sixty thousand EURO (1,060,000.00 €) (VAT not included)**.


At the penalty of disqualification, the estimated value of the Contract is binding and must not be exceeded by economic operators.

**6.2** No price re-adjustment is foreseen for the Contract validity period.

**6.3** It is clarified that VAT shall be borne by the Contract Owner.

**6.4** An interest-bearing Advance Payment up to **twenty percent (20%)** on the Contract value, VAT excluded, shall be provided to the Contractor. The said advance payment shall be granted and amortized as foreseen in article 10.1 of the Conditions of Contract.

**6.5** All items constituting the Contractor’s fee, any retention and remaining financial burden, the payment method and the remaining items and terms are determined in article 10.2 of the Conditions of Contract.

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**6.6** The Contract shall be funded in the framework of the National Strategic Reference Framework (NSRF) 2014-2020 through the Operational Program “Transport Infrastructure, Environment and Sustainable Development”.

## **ARTICLE 7 ELIGIBLE TO PARTICIPATE**

**7.1** Eligible to participate in the tendering procedure shall be economic operators, natural or legal entities, participating either individually or in associations, whose business activities are similar to those described in the Contract scope and that are established:

- a) in a member – state of the European Union, or
- b) in a member – state of the European Financial Area (EFA), or
- c) in third countries which do not fall under the aforementioned cases and 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 of the aforesaid PPA, or
- d) in third countries that do not fall under the above items and have concluded a bilateral or multilateral agreement with the European Union;

AND


The economic operators must also prove that they fulfil the terms of this Invitation.

**7.2** Each Economic Operator shall be eligible to participate in the Tender 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.**

Economic operators in the form of associations shall not have to adopt a specific legal form In order to participate in the Tender and submit their offer, in line with paragraph 2, article 254, Law 4412/2016. The association to be selected shall be obliged – if the Contract is awarded to it - to submit to ATTIKO METRO S.A. a resolution made by the statutory body of each member for the establishment of the Joint Venture/ Consortium.

If an offer is submitted by an Economic Operators’ Association, all members of the subject association shall be jointly and indivisibly liable before the Awarding Authority. If the Contract is awarded to the



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subject Association, this liability shall be in effect until full execution of the Contract.

In any case, based on the legalizing documents for the establishment of the association, it should be proven that each member of the associations shall be jointly, indivisibly and severally liable before ATTIKO METRO S.A. for the execution of the Contract.

**ARTICLE 8 PARTICIPATION LETTER OF GUARANTEE – ADVANCE PAYMENT LETTER OF GUARANTEE - GOOD PERFORMANCE AND GOOD OPERATION LETTERS OF GUARANTEE**


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

The Letters of Guarantee shall be issued by one or more issuing entities as mentioned in the aforementioned paragraph, irrespective of their amount, at the choice of the economic operator/Contractor.

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 this organization to verify in writing the validity of the subject LoG. In case the aforementioned checking shows that an invalid, false or forged Letter of Guarantee for Participation in the Tender has been submitted, then the economic operator shall be **disqualified** from the tendering procedure and a criminal complaint shall be filed to the Prosecutor. This checking shall be also performed in case the Advance Payment, Good Performance and Good Operation Letters of Guarantee have been submitted, and if this checking shows that an invalid, false or forged Letter of Guarantee has been submitted, then the Contractor shall be declared 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. first demand, being self-debtors and principal debtors, waiving the right to object invoking the benefit of division and discussion.

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The Letters of Guarantee shall be collectable and payable in Greece and – in case of any difference thereof - they shall be subject to the exclusive jurisdiction of the competent Greek Courts of Athens per the Greek Law, in case any difference arises.

## **8.2 Participation Letter of Guarantee**

8.2.1 For ensuring their lawful participation in the procedure related to the conclusion of this contract, economic operators participating in the tender (bidders) shall submit, along with their Offer, as per the terms of paragraph 1a) article 302 Law 4412/2016, a Participation Letter of Guarantee against an amount of **twenty one thousand two hundred EURO (21,200.00)**. The amount of the Letter of Guarantee corresponds to **two percent (2%)** of the estimated value of the contract, as referred to in article 6 herein, VAT excluded.


8.2.2 In case of an economic operators association, the Participation Letters of Guarantee must be common in favour of all members. 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 suppliers association and not in favour of separate individual members.

8.2.3 The Participation Letter of Guarantee shall be in accordance with Sample A.1 of Appendix A, attached hereto. In case the Letter of Guarantee cannot be issued in Greek because the Credit Institution does not operate in Greece, the Letter of Guarantee shall be issued in English, as per Sample A2 of Appendix A of this Invitation and shall be accompanied by an official translation in Greek.

8.2.4 The participation letter of guarantee must be valid for at least thirty (30) days upon the expiry of the offer's validity period stipulated in article 11.9 herein; otherwise the offer shall be rejected. Prior to the offer's expiry date, ATTIKO METRO S.A. may request the Bidders to extend the duration of the validity of both their offer and their participation letter of guarantee, before their expiry. As to the remaining issues, the provisions of article 11.9 herein apply.

8.2.5 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 the tendering procedure.

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8.2.6 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 tendering procedure.

8.2.7 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, at their written request,

- (a) if the deadline for filing an appeal elapses idle or further to the issuance of a resolution on an appeal filed against the awarding resolution, in line with the applicable provisions, 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.
- (c) upon completion of the review prior to the conclusion of the contract by the Court of Auditors, if required.


As to the previous awarding stages, the LoG for participation shall be returned to the participants in the following cases:

- (a) if the validity period of the offer has expired and it is not renewed, and
- (b) if their offer has been rejected and neither an appeal nor legal remedies have been filed or if the deadline for filing an appeal or legal remedies has elapsed idle or if there is a waiver from the right to exercise same or if these have been irrevocably rejected.

8.2.8 The Letter of Guarantee for Participation becomes payable if the bidder withdraws his Offer during its validity period, if he fails to make available in due time the back-up documentation foreseen by the Contract or if he does not show up in due time to sign the Contract or if he provides false data and information, as these are required by ATTIKO METRO S.A..

### 8.3 **Good Performance Letter of Guarantee**

Upon the Contract signing, the Contractor shall submit a Good Performance Letter of Guarantee **rising to 5% on the contract value, VAT not included**, in line with the stipulations of article 302 Law 4412/16 and article 10.3 of the Conditions of Contract.

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#### **8.4 Advance Payment Letter of Guarantee**

If an advance payment, whose amount rises over the amount covered by the good performance letter of guarantee, is provided, the Contractor shall submit an Advance Payment Letter of Guarantee to cover the balance between the good operation guarantee amount and the advance payment amount that has been paid. As to the remaining items, article 302, Law 4412/16, and the stipulations of article 10.1 of the Conditions of Contract are in effect.

#### **8.5 Good Operation Letter of Guarantee**


The Contractor is responsible for the good operation of the scope of the contract, in line with article 17.1 of the Conditions of Contract. Upon final acceptance, a good operation letter of guarantee must be immediately submitted for it to cover the operation warranty period. The subject warranty amounts to **ten per cent (10%) on contract value, VAT not included**, in line with the stipulations of article 10.4 of the Conditions of Contract.

**8.6** The Good Operation, Advance Payment and Good Performance Letter of Guarantee shall be returned, in line with the stipulations of article 10.5 of the Conditions of Contract.

### **ARTICLE 9 PROVISION OF TENDER DOCUMENTS - CLARIFICATIONS**

**9.1** The Documents and documentation related to the procedure for the conclusion of the Contract shall be as follows:

- a) European Single Procurement Document (ESPD)
- b) The present Invitation to Tender and its annexes
- c) The Financial Offer Form
- d) The Conditions of Contract and its annexes
- e) The document entitled “Technical Description”
- f) The document entitled “General Specifications”
- g) The document entitled “Design, Performance, Material and Workmanship Specifications for the Building Automation and Control System (BACS)”
- h) The Drawings of ATTIKO METRO S.A. Design
- i) The Drawing Office Manual, the Breakdown System for the Works of the Project and Equipment Codification
- j) The Information Data – Technical Description of the installed Building Automation and Control System (BACS) in the Extension Stations.

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The aforementioned documents and documentation shall be posted in the portal of ESIDIS ([www.promitheus.gov.gr](http://www.promitheus.gov.gr)) and in the web page of ATTIKO METRO S.A. ([www.ametro.gr](http://www.ametro.gr)).

In addition, information about the Tender is provided by Mrs. A. Saiti (tel. no. 210-6792351 / 210-6792473), on working days from 09.00 to 15:00 hrs.

## 9.2

Prior to the submission of their offers, economic operators are given the option **to submit questions** and request clarifications related to the documents of the Tender electronically in the web site for this specific tender through E.S.ID.I.S web portal [www.promitheus.gov.gr](http://www.promitheus.gov.gr) by **12/02/2021 at 11:00**.

It is stressed that in order to submit requests for supplementary information – clarifications, the economic operators must be registered in the system, i.e. they must have the necessary credentials (Username and password) already given to them. The electronic file containing the list of the questions must bear a digital signature.

ATTIKO METRO S.A. shall collect all questions through the website and will issue a **Clarifications Document** which shall be posted in E.S.ID.I.S web portal and in ATTIKO METRO S.A. web site ([www.ametro.gr](http://www.ametro.gr)) by **02/03/2021** at the latest **at 11:00**.


The Clarifications Document can also include enhancements, supplementing information or clarifications on the terms of this Invitation, as it might be required. The Clarifications Document complements the Tender Documents, it is integrated therein and constitutes an integral part of this Invitation.

It is stressed that any information, views, etc. that might be expressed by any member, executive or employee of ATTIKO METRO S.A. shall not be binding for ATTIKO METRO S.A.. The economic operators shall take into account only the content of the Tender Documents, the Clarifications Document that might be issued by ATTIKO METRO S.A. and the relevant official correspondence.

## ARTICLE 10 DEADLINES FOR THE SUBMISSION OF OFFERS AND ELECTRONIC UNSEALING

### 10.1

**The deadline for the submission of the offers expires on 08.03.2021 at 11.00 hours.** Overdue submission of the offers shall entail the disqualification of the economic operator, even if the delayed submission is due to force majeure.

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**10.2**            **Electronic unsealing** of the (sub)Envelope “Participation Back-Up Documentation – Technical Offer” shall be effected on **09.03.2021** at **11:00** hours.

**10.3**            **Electronic unsealing** of the (sub)Envelope “Financial Offer” shall be effected on the date and at the time to be set by ATTIKO METRO S.A..

**ARTICLE 11 COMPILATION MANNER AND CONTENT OF THE OFFERS - VALIDITY PERIOD OF THE OFFERS**

**11.1**            As regards the method of submittal and the contents of the envelope, at the penalty of disqualification, bidders shall submit their offers in line with the stipulations of this Invitation.


At the penalty of disqualification, Bidders shall submit their offers and the accompanying documents electronically in .pdf format at the web portal [www.promitheus.gov.gr](http://www.promitheus.gov.gr) of E.S.I.D.I.S by the deadline and time stipulated in article 10.1 herein, in an electronic file, in line with the provisions of Decision No. 56902/215/02.06.2017 of the Minister of Economy and Development.

Alternative offers or offers pertaining to part of the contract scope shall not be accepted. Each bidder can submit only one offer.

The time for the offers submission and any electronic communication via the System shall be automatically confirmed by the system through time stamping.

**11.2**            In order to participate in the subject procedure, the interested economic operators must possess an approved advanced digital signature or an advanced digital signature based on the approved certificate granted to them by an approved authority certified to provide digital signatures in accordance with the provisions of the Ministerial Decision 56902/215/02.06.2017 “Technical details and operating procedures of the National Electronic Procurement System (E.S.I.D.I.S)” (FEK B 1924/02.06.2017) and register into the electronic system (E.S.I.D.I.S – Web Portal [www.promitheus.gov.gr](http://www.promitheus.gov.gr)) following the registration procedure specified in article 5 of the same Ministerial Decision.

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

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signature for participation in public contracts related procedures is not mandatory in the country of origin. The said legal statement shall bear the subject signature up to ten (10) days prior to the final deadline for the offers' submission.

Economic Operators may request the withdrawal of their submitted offers prior to the deadline for the offers' submission, in accordance with the provisions of Decision 56902/215/02.06.2017 made by the Minister of Economy and Development.

Upon expiry of the deadline (date and time), the System provides no option for the submission of offers. In case of E.S.I.D.I.S technical failure, the awarding authority shall regulate the issues pertaining to the continuation of the tender through a relevant announcement.

**11.3** The electronic file of the offer shall include the following items, namely:

(a) One (sub)envelope bearing the indication “Back-Up Documentation for Participation – Technical Offer”, which includes the necessary back-up documentation for participation in the Tender and the Technical Offer, in line with this Invitation and its appendices, as well as the Clarifications Document that might be issued;

and


(b) One (sub)envelope (sub-folder) bearing the indication “Financial Offer” which includes the financial offer of the Economic Operator, in line with this Invitation and its appendices, as well as the Clarifications Document that might be issued.

**11.4** In the relevant field of the sub-system, when preparing their offer, Bidders shall indicate any confidential information, as per the provisions of Decision 56902/215/02.06.2017 made by the Minister of Economy and Development.

In this case, in the pertinent sub-folder (category), the Bidder shall submit a justification in the form of a digitally signed .pdf file and shall explicitly refer to all relevant law provisions or administrative acts imposing the confidentiality of the specific information, attaching same (justification) to his electronic offer. Information regarding unit prices, offered quantities, financial offer and the technical offer data utilized for its evaluation are not characterized as confidential.

In case information is submitted in compressed electronic formats (i.e. 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.



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**11.5** Economic operators shall compile their technical and financial offer by filling in the respective special electronic forms of the system. The system shall generate the relevant electronic files that the bidder will sign digitally and submit. The data included in the special electronic form of the system and in the generated electronic pdf file (to be digitally signed) must be the identical. Otherwise, the system shall generate a message and the bidder shall have to compile anew the electronic .pdf file under the reservation of paragraph 11.2 herein, as concerns the foreign Economic Operators.

**11.6** The user – economic operator shall file the (sub)envelopes specified in para. 11.3 herein via the sub-system, as described below:


The items and back-up documentation for the participation of the economic operator in the tendering procedure shall be filed by economic operators themselves in electronic 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, where the authenticity of the signature is not necessary to be certified.

The system shall generate an electronic receipt for the submitted offer, which shall be sent to the economic operator by email.

**At the penalty of disqualification and within three (3) working days** upon electronic submission of the aforesaid information data and back up documentation, economic operators must submit to ATTIKO METRO S.A., in printed form and in a sealed envelope the information data contained in the electronic offer, which (data) must be submitted in originals, in line with Law 4250/2014. The subject information data and back up documentation are for example the Participation letter of guarantee, the original documents which have been issued by private entities and are not ratified by Lawyers, as well as documentation bearing the Hague stamp (Apostile). It is stressed that there is not such obligation as above for letters of guarantee issued electronically (e.g. T.M.E.D.E. Letters of Guarantee). Information and documentation bearing digital signatures, Government Gazette Issues (FEKs), technical leaflets and all documentation that agencies must accept in copies of original documents – as foreseen by Law 4250/2014 – shall not be submitted in printed form.

When private documents are submitted with the offer, these shall be acceptable either in line with the provisions of Law 4250/2014 (A' 94) or in a simple photocopy, if accompanied by a Legal Statement where their accuracy shall be certified. The signature date of the Legal Statement shall be posterior to the date of the commencement of the contract conclusion procedure (namely after the Invitation to Tender has been sent for publication at the Official Journal of the European Union).



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The awarding authority may request from the bidders and the candidates at any time throughout the tender procedure to submit in print-out and within a reasonable deadline all or some of the back-up documentation and items that they have submitted electronically, when this is necessary for the sound conduct of the procedure.

The aforementioned supporting documents and data are deposited to the Document Control Centre (DCC) of ATTIKO METRO S.A. **by 15:00hrs** and shall be accompanied by a document drafted by the bidder listing the relevant supporting documents. This sealed envelope shall bear the indication **“Individual Participation Supporting Documents in Printed Form – Technical Offer”** and shall necessarily bear the following label and be accompanied by the **cover letter outside the envelope** in order to receive a protocol number upon its delivery.

<p><b>INDIVIDUAL PARTICIPATION SUPPORTING DOCUMENTS IN PRINTED FORM – TECHNICAL OFFER</b></p> <p>Title of the Bidder</p> <p><b>FOR THE TENDER:</b> <b>“PROCUREMENT AND INSTALLATION OF THE BUILDING AUTOMATION AND CONTROL SYSTEM (BACS) OF PIRAEUS EXTENSION PHASE B”</b> <b>(Reference Code RFP-384/20)</b></p> <p>To: ATTIKO METRO A.E. 191-193 Messogion Av. 115 25 - Athens</p> <p><b>Attention: TENDER COMMITTEE</b></p> <p><b>###NOT TO BE OPENED BY DOCUMENT CONTROL OFFICE###</b></p>
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**11.7** It is stressed that, in any case, Economic Operators shall be exclusively liable for the timely delivery of the envelope bearing the label “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, in line with the above, 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.

**11.8** Offers shall be submitted in Greek, which shall be the official language of the Contract, in line with article 22 herein.

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### 11.9 Validity Period of the Offers

Offers shall be valid and shall bind the economic operators for **twelve (12) months** as of the deadline for the submission of the offers.

Any offer whose validity period is smaller than the one provided for above shall be rejected.

Prior to its expiry, the validity of the offer can be extended in writing, if so requested by the Awarding Authority, with the respective extension to the Participation Letter of Guarantee, in line with the stipulations of Article 302 Law 4412/2016 and paragraph 8.2 herein, for a time period equal to the initial duration foreseen above, as a maximum.


Upon expiry of the aforementioned maximum period pertaining to the extension to the offer validity, the results of the awarding procedure shall be annulled, unless the Awarding Authority justifiably considers – on a per case basis – that the continuation of the procedure serves the public interest; in this case, economic operators participating in the procedure may select to either extend the validity period of their offer and their participation letter of guarantee - if so requested, prior to the elapse of the aforementioned maximum limit of their offer’s extension period - or not. In this last case, the procedure shall continue with those economic operators who extended the validity period of their offers, while the remaining economic operators shall be disqualified. If the validity period of the offers expires and there is no request for extension of their validity, the awarding authority shall have the right, upon the issuance of a well justified resolution, if the execution of the contract is in the public interest, to request *a posteriori* from those economic operators participating in the procedure either to extend or not the validity of their offer.

**11.10** Participation in the present tendering procedure presupposes that the bidding economic operator is fully cognizant of the terms of this Invitation and of the remaining information that he accepts same without any reservation.

### ARTICLE 12 REASONS FOR DISQUALIFYING THE ECONOMIC OPERATOR


Each economic Operator **shall be disqualified** from participating in this procedure related to the conclusion of the contract, if it is proven that one or more of the reasons mentioned below is in effect as concerns an entity (for individual physical or legal entities) or for any of the members of economic operators’ associations (for economic operators’ associations) included in this article, namely:

When submitting their offers, economic operators shall submit the European Single Procurement Document, article 79, paragraph 1, Law 4412/2016, as preliminary proof as a replacement of the certificates issued by public authorities or third parties, in line with article 15.2

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herein. The economic operator to be nominated provisional contractor shall be called upon to submit all the relevant back-up documentation in line with article 21 of this Invitation.

- 12.1** Each economic operator **is disqualified** from participating in this procedure related to the conclusion of the contract if it is proven – through the verification process foreseen in articles 79 up to 81 Law 4412/2016, or if it comes to the awarding authority’s knowledge – by other means – that there is a final decision against the economic operator for any of the reasons stipulated in paragraphs 12.1.1 up to 12.1.6.
- 12.1.1** **Participation in a criminal organization**, as this is defined in article 2 of the Council Framework Decision 2008/841/JHA dated October 24<sup>th</sup> 2008, on the fight against organized crime.
- 12.1.2** **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 22<sup>nd</sup> 2003 on combating corruption in the private sector (EE L 192 dated 31.07.2003, page 54), and as stipulated in the applicable legislation or in the national law of the economic operator.
- 12.1.3** **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).
- 12.1.4** **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 13<sup>th</sup> 2002, on combating terrorism (EE L 164 dated 22.06.2002, page 3), or inciting or aiding or abetting an offence, as defined in article 4 thereof.
- 12.1.5** **Money laundering** or terrorist financing, as defined in article 1, Directive 2005/60/EC of the European Parliament and European Council dated October 26<sup>th</sup> 2005, on the prevention of the use of the financial system for the purpose of money laundering and terrorist financing (EE L 309 dated 25.11.2005, page 15), which has been integrated into national legislation via Law 3691/2008 (A’166).
- 12.1.6** **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 5<sup>th</sup> 2011, on preventing and combating trafficking in human beings and protecting its victims, and replacing Council Framework Decision 2002/629/JHA of the European Council (EE L 101 dated 15.04.2011, page 4), which has been integrated into national legislation via Law 4198/2013 (A’215).

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12.1.7 Especially, in cases 12.1.1 up to 12.1.6 the obligation for the economic operator to be disqualified from the subject procedure shall be also in effect when the person convicted by a final judgment is a member of the administrative, management or supervisory body of that economic operator or has powers of representation, decision or control therein. The aforesaid obligation is in effect as follows:

- (a) In the case of Limited Liability Companies (Ltds), General Partnership (GP) and Limited Partnership (LP) Companies, and Private Capital Companies, the former obligation applies to the Administrators as a minimum.
- (b) In cases of Societe Anonymes (SAs), the former obligation applies to the Managing Director and all members of the Board of Directors as a minimum.
- (c) In case of cooperations, the former obligation concerns the members of the Board of Directors as a minimum.

In all other cases of legal entities, the obligation set out in the previous clauses applies to their legal representatives.

If the aforementioned disqualification period – as provided for in articles 12.1.1 up to 12.1.6 – has not been determined through a final decision, this period equals to five (5) years as of the date when a conviction by a final judgment was made.


**12.2** Moreover, each Economic Operator **is disqualified** from participating in this procedure related to the conclusion of the contract in the following cases:

12.2.1 If 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 national, and/or

12.2.2 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.

12.2.3 With regard to items 12.2.1 and 12.2.2 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.

12.2.4 The obligations deriving from items 12.2.1 and 12.2.2 above are not considered as defaulted if they are not due, or if they have been

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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 12.2.1 and 12.2.2 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.


12.2.5 If ATTIKO METRO S.A. is aware of the fact or if ATTIKO METRO S.A. can prove using the appropriate means that to the detriment of the participant and within a time period of two (2) years before the expiry of the deadline for the submission of the offer:

**aa)** three (3) acts on fines have been imposed to him from the competent inspection bodies of the Labour Inspection Authority for violations of the labour legislation, characterized, in line with Ministerial Decision 2063/Δ1632/2011 (B' 266), as applicable each time, as “significant” or “extremely significant” violations, as these (violations) have ensued cumulatively further to three (3) inspections conducted or  
**bb)** two (2) acts on fines have been imposed to him from the competent inspection bodies of the Labour Inspection Authority for undeclared work, as these (violations) have ensued further to two (2) inspections conducted. It is necessary that the penalties described under items aa and bb must have a final and binding effect.

**12.3 In addition,** each Economic Operator **is disqualified** from any participation in the contract conclusion procedure if any of the following cases exist, namely:

12.3.1 If the economic operator has not fulfilled his obligations, as these ensue from para. 2, article 18 of Law 4412/16, as amended through Article 107, paragraph 1 Law 4497/2017.


12.3.2 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. ATTIKO METRO S.A. may not disqualify an economic operator under any case of the aforesaid clause on condition that ATTIKO METRO S.A. proves that the subject economic operator is capable for executing the contract, taking into

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consideration the applicable provisions and measures concerning the continuation of his business activities (paragraph 5, article 73, Law 4412/16).

- 12.3.3 If, under the reservation of paragraph 3.b, article 44 of Law 3959/2011, as valid, 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.
- 12.3.4 If there is a conflict of interests in the sense of article 24, Law 4412/16, that cannot be addressed through less intrusive means.
- 12.3.5 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.
- 12.3.6 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, a previous contract with an awarding authority or a previous concession contract that he has undertaken, a fact that resulted in the early termination of the previous contract, payment of compensation and other penalties.
- 12.3.7 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 by virtue of article 201 of this Invitation.
- 12.3.8 If the economic operator has attempted to affect in an unlawful manner the decision making process of the awarding authority, to obtain confidential information that may grant him an unfair advantage in the public contract conclusion provision or to provide unintentionally misleading information that may effectively affect the decisions related to the disqualification, the selection of the Contractor or the award of the tender.
- 12.3.9 If ATTIKO METRO S.A. can prove through the appropriate means that the economic operator has committed a grave professional misconduct which questions his integrity.
- 12.4** An economic operator shall be disqualified from the contract signing procedure if the preconditions to implement paragraph 4, article 8 Law 3310/2005, as in effect, apply to the subject Economic Operator (**strictly national reason for disqualification**).



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**12.5** 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 falls under one of the cases stipulated in the above paragraphs, due to his acts or omissions, either prior or during the pertinent procedure.

If the disqualification period has not been determined through a final decision, in cases falling under paragraph 12.3, this period rises to three (3) years as of the date of the relevant incident.

**12.6** Any economic operator falling under the cases referred to in paragraphs 12.1, 12.2.5 and 12.3 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.


The decision for ascertaining the sufficiency or not of the recovery measures, in line with the above paragraph, shall be issued in line with the stipulations of paragraphs 8 and 9 of article 73, Law 4412/2016.

**12.7** The economic operator to whom a penalty has been imposed disqualifying him from participation in public contract related tenders, by virtue of article 74 Law 4412/16, as valid, shall be disqualified *ipso jure* from this contract conclusion procedure, as well.

### **ARTICLE 13 SELECTION CRITERIA**

In order to participate in the procedure related to the conclusion of this contract and further to the requirements of article 12 mentioned above, the economic operators must also fulfil the selection criteria stipulated in this article.

When submitting their offers, economic operators submit the European Standard Procurement Document (ESPD) mentioned in article 79, paragraph 1, L. 4412/2016, which is a preliminary proof as a replacement of the certificates issued by the public authorities or third parties, in accordance with article 15.2 herein.

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The economic operator to be appointed as the provisional Contractor shall be called upon to submit all relevant evidence stipulated in article 20 herein.

### **13.1 Competence for exercising professional activities**

The economic operators, participating in the procedure for the conclusion of this contract, must exercise professional activities similar to the scope of the contract.

With regard to the competence for exercising professional activities, bidding economic operators must be registered in the relevant professional or commercial registry kept in the country where they are established.

More precisely:

Bidders established in Greece must be registered in the pertinent Commercial and Industrial Registry.

Bidders established in a member-state of the European Union must be registered in one of the Professional or Commercial Registries kept in the country where they are established or must satisfy any of the requirements referred to in Annex XI of Appendix A, Law 4412/2016.

Bidders established in a member – state of the European Financial Area (EFA) or in third countries that have ratified the Government Procurement Agreement (GPA), or in third countries not falling under the previous case, and have concluded bilateral or multi-lateral agreements with the EU on matters related to the awarding procedures of Public Contracts, must be registered in a respective Professional or Commercial Registry kept in the country where they are established.

### **13.2 Financial Competence**


Bidding economic operators are required to have a minimum average annual turnover during the last three (3) fiscal years or during the respective time period of operation, if this is less than the three-year period, equal or higher than **1,000,000.00** EURO.

In case of an Association, the aforesaid requirement can be covered by at least one economic operator participating in the Association.

### **13.3 Technical and Professional Competence**

In order to participate in the subject Tender, Economic Operators must have **experience similar** to the experience required in the framework of this tendering process; the time period concerned is 2011 – 2021.



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Similar experience means that the bidders must have designed, procured, installed and commissioned at least one (1) building automation and control system (BACS) in Metro projects with both local and central control.

**In case of an Association**, the requested experience must be covered by at least one economic operator participating in the association.

#### **ARTICLE 14 INVOCATION OF THIRD PARTY RESOURCES**

Economic operators participating in this tendering procedure can invoke and make use of the economic and financial (credibility) or technical and professional capacity of other economic operators, as per article 307 of Law 4412/16, regardless of the legal nature of the existing relationships between the candidates and these operators. In this case, they shall prove that they will have available the necessary resources, via submission of the relevant commitment, on behalf of the operators on whose capacity they rely.

In this case, the invocation of third party resources must be available by the bidder for the execution of the Contract, in case he is appointed as the Contractor.


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

In case the Economic Operators rely on the capacities of other operators, as regards the economic and financial (credibility) related criteria stipulated in this Invitation, the subject economic operators, as well as those operators on whom they rely shall be jointly liable for the execution of the contract.

Under the same terms, an association of economic operators can rely of the capacities of those participating in the association or on other economic operators.

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

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

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In case the operator (“third party”), whose experience is invoked by the bidder does not fulfil a selection criterion stipulated herein, or if the third party is subject to any of the disqualification cases stipulated in article 12 of this Invitation, 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.

The statements and documentation of the provisional contractor and the operators relating to the invocation of resources shall constitute the content of the Contract.

In case the terms of these articles are not adhered to applicable shall be the content of article 103, Law 4412/16.

**ARTICLE 15 CONTENT OF THE SUB-ENVELOPE (SUB-FOLDER)  
“PARTICIPATION SUPPORTING DOCUMENTS – TECHNICAL  
OFFER”**

The electronic Sub-Folder bearing the indication “Participation Supporting Documentation - Technical Offer” shall include the following data, **at the penalty of disqualification**:


**15.1 The Letter of Guarantee for Participation in the Tender**, as per the stipulations of article 8 of this document.

It is stressed that the economic operators shall submit the Letter of Guarantee for Participation electronically in .pdf format; moreover, they must submit the subject LoG in a printed format (original), in line with the provisions of article 11.6 herein.

Economic operators failing to submit a Letter of Guarantee for Participation in the Tender shall be disqualified from the Tendering procedure without further examination of the content of their Sub-envelope.

**15.2 A) The European Single Procurement Document (ESPD)**, article 79, Law 4412/2016.

When submitting their Offers, the Economic Operators shall file the European Standard Procurement Document, stipulated in Article 79 Law 4412/2016, which serves as an updated Legal Statement bearing the consequences of L. 1599/1986 (A’ 75), as a preliminary proof of evidence in replacement of the certificates issued by public authorities

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or third parties, confirming that the subject economic operator fulfills the following requirements:

- a) he is not in one of the situations described in article 12 herein;
- b) he fulfills the relevant selection criteria, that have been specified as per article 13 herein.

ATTIKO METRO S.A. may request the bidding economic operators at any point throughout the procedure, to submit all or a part of the back-up documentation in order to prove that they adhere to the provisions of this Invitation, on an as-required basis, for the correct conduct of the tendering process.


ATTIKO METRO S.A. is entitled, at any point throughout the procedure in question, to disqualify any economic operator if it is proven that, due to his actions or omissions, he does not adhere to one of the aforementioned cases (a and b) described in this article, either prior or during the tendering procedure.

The ESPD shall specify the public authority or the third party responsible for the issuance of the relevant back up documentation and includes a Legal Statement that the economic operator shall be in a position, upon request and without any delay, to provide the relevant back up documentation.

When the answer provided by an economic operator to ESPD question or to the question of another form or statement on agreements which have eventually been concluded with other economic operators aiming at distorting competition, concerned circumstances, such as the three-year limitation specified in para. 10, article 73, Law 4412/2016 or the implementation of the provision of para. 3b, article 44, Law 3959/2011, the relevant information is described in detail in the relevant field which appears if “yes” is filled in, while with regard to the submission of the back-up documentation the content of the previous item applies.

In all cases when more than one natural entities are members of the administrative, managerial or supervisory body of an economic operator or are vested with the authority to represent, make decisions or control this body, one European Single Procurement Document (ESPD) shall be submitted and signed by each one of the aforesaid entities or by the representative of the economic operator, in line with paragraph 13, article 107, Law 4497/2017.

The representative of the economic operator for the implementation of the above is the operator’s legal representative - as it derives from the statutes in effect or the proceedings for his representation at the time the offer is submitted or the application for participation - or the natural

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entity duly authorized to represent the subject economic operator in procedures related to the conclusion of contracts or in this specific procedure for the contract conclusion.

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

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

If the economic operator - at the current phase - is aware of the fact that he will assign a part of the contract **on a sub-contracting basis** to third parties, the ESPD is submitted by the sub-contractor.

**On a per case basis, the ESPD can be signed up to ten (10) days prior to the final deadline for the submission of the offers.**

**B) The GDPR (General Data Protection Regulation) Statement of Consent**, based on Sample B.1, Appendix B herein, shall be submitted separately by each economic operator and shall be signed by his legal representative and in case of an association, separately by each economic operator forming part of the association.

**15.3** The **Technical Offer** of the bidders, in line with the requirements of article 16 herein.


Any offer that shall not include the aforementioned data or shall not adhere to the provisions of this Invitation shall not be taken into consideration and the relevant bidding economic operators **shall be disqualified** from the tendering procedure.

## **ARTICLE 16 TECHNICAL OFFER**

**16.1** The Sub-Envelope bearing the indication “Back-Up Documentation for Participation – Technical Offer” shall necessarily include the Technical Offer of the economic operators, which, **at the penalty of disqualification**, must meet the requirements stipulated in ATTIKO METRO S.A. document entitled “Technical Description” and “Design, Performance, Materials and Workmanship Specifications for the Building Automation and Control System (BACS)”.

### **16.2 Content of the Technical Offer**

The Technical Offer is compiled by filling in the relevant special electronic form of the system. Then, the system produces a relevant electronic pdf. file, which is digitally signed and submitted by the

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Bidder. All information included in the special electronic Form of the system and in the digitally signed electronic file must coincide.

Moreover, the Bidder shall attach to a separate pdf electronic file the following data, which shall bear the digital signature either of the Bidder himself (if the Bidder is a natural entity), or his legal representative (in case of a Consortium or a Joint Venture). In any other case, the Technical Offer is considered invalid.

The Technical Offer Sub-Envelope shall include the following items:

**a. Detailed Table of Contents** which shall contain all data submitted in the Technical Offer.

**b. Legal Statement of Compliance**

Economic operators shall accompany their Offer with a Legal Statement certifying that the equipment, the systems and the services to be provided fully satisfy the requirements of ATTIKO METRO S.A., as these are stipulated in ATTIKO METRO S.A.’s documents entitled “Technical Description” and “Design, Performance, Materials and Workmanship Specifications” for the Building Automation and Control System (BACS).

**c. Technical Description**


In their offer, economic operators shall submit as a minimum a summary report, drawings or diagrams in line with the proposed systems, their architecture and functioning together with technical information on the proposed equipment items.

**16.3 Remarks concerning the Technical Offer**

The evaluation of the Technical Offer does not mean acceptance of the terms contradicting any requirements of the Tender Documents or the basic rules for the workmanlike and safe construction/manufacturing. Therefore, during the Design preparation stage and the contract implementation, the Contractor ought to adjust these terms, in line with the Specifications of ATTIKO METRO S.A., without increasing his financial offer.

If, in his Technical Offer the Contractor has proposed improvements as compared to ATTIKO METRO S.A. Specifications, he is obliged to incorporate them during the stage of the preparation of the Design and implementation of the contract without any increase in his financial offer.

During the evaluation of the Technical Offers, ATTIKO METRO S.A. can call upon the bidders in writing to clarify or supplement the documents that they have submitted within a reasonable time-period,

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which cannot be less than seven days upon communication to them of the relevant notice, in line with the provisions of article 310, Law 4412/16, whose provisions fully apply to this tender.

**ARTICLE 17 CONTENT OF “FINANCIAL OFFER” SUB-ENVELOPE (SUB-FOLDER)**

**17.1** At the penalty of disqualification, the electronic Sub-folder entitled “Financial Offer” shall include the following:

**17.1.1** The financial offer of the system, which shall be compiled by filling in the respective specific electronic form of the system. Subsequently, the system produces the respective electronic file in .pdf format, which is digitally signed and submitted by the candidate. The information contained in the specific electronic form of the system and in the produced electronic file, which is digitally signed, shall be identical.


**17.1.2** The **Financial Offer Form of ATTIKO METRO S.A. (Statement and Table of the Offer)** in a separate .pdf electronic file, filled in, which shall bear the digital signature either of the bidder himself (if the bidder is a natural entity) or of his legal representative in case of a consortium or a joint venture. In any other case, the financial offer is considered invalid and the economic operator shall be **disqualified**.

The lowest bidder shall be the economic operator offering the lowest price.

The attention of the participating economic operators is drawn to properly filling in both the financial offer of the system and of the Financial Offer Form of ATTIKO METRO S.A. in accordance with the provisions of this article.

**17.2** It is stressed that:

- a) **At the penalty of disqualification, Financial Offers to be submitted shall not exceed the respective amount of ATTIKO METRO S.A. budget;**
- b) The figures of the discount expressed in words prevail over the figures expressed in numbers;
- c) If the details in the Financial Offer are incomplete (missing details other than those entailing disqualification), there are discrepancies between the prices in words and in numbers, or accounting errors to sums and products, as well as rounding up errors, the Tender Committee shall correct these errors and write down the correct financial offer;

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

The offered amounts shall not include VAT, which shall be borne by ATTIKO METRO S.A.. The offered amounts shall be expressed in EURO.

**ARTICLE 18 TENDER PHASES - EVALUATION METHOD OF THE OFFERS – AWARD OF THE TENDER – PRELIMINARY APPEALS**

**18.1** Through its pertinent Resolution, the BoD of ATTIKO METRO S.A. appoints the Tender Committee, which shall be responsible to review and opine on all the stages of the Tender, from the unsealing of the offers to the issuance on an opinion on the resolution for the award or cancellation of the tender, and, in general, to assess and opine on any issue to arise during the awarding procedure until contract signing, including those issues to arise during the examination of any appeals by the Authority for the Examination of Preliminary Appeals.

The evaluation, scoring and classification of the offers shall be based on the procedure described below in detail.

**18.2 Tender phases**

The procedure related to the evaluation of the offers is divided into the following two (2) phases:


**18.2.1 1<sup>st</sup> Phase: Review of the Back up Documentation for Participation and Evaluation of the Technical Offers**

The electronic unsealing of the offers shall be effected at the time stipulated in article 10.2 of this document by ATTIKO METRO S.A. Tender Committee – duly certified into the system.

Upon unsealing (sub)envelopes “Back-up Documentation for Participation – Technical Offer”, those participating in the present tendering procedure will have electronic access to the content of the offers that have been unsealed, under the reservation of those aspects of each offer that have been characterized as “confidential”. .

Subsequently, during a private meeting, the Tender Committee shall review the documentation submitted by each bidding economic operator and shall decide whether the participation terms that have been set by the Invitation to Tender are fulfilled or not and shall record the results of the review on its proceedings to be signed by the members of the committee.



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Subsequently, the Tender Committee shall proceed with the evaluation only of the technical offers of the bidders whose back documentation was found complete.

The Technical Offers shall be evaluated by the Tender Committee. The technical offers of the bidders shall not be subject to a comparative assessment. They shall be only examined in terms of their compliance or not with the Specifications set by ATTIKO METRO S.A. (pass-fail system).

Non compliance of the Technical Offers with the Specifications shall result in the disqualification of the economic operators from the further stages of the tender procedure.

The evaluation shall be conducted in line with the terms of this document, while proceedings shall be drafted in order to reject those technical offers not fulfilling the terms and the requirements of the technical specifications and to accept those technical offers which meet the above.

For the evaluation of the back-up documentation and the technical offers, joint proceedings may be drafted stating the bidders who are accepted in the next phase of the tendering procedure and those who have been justifiably disqualified.

**Disqualified from the 1<sup>st</sup> Phase of the Tender shall be the economic operators,**


- a) who do not fulfil the preconditions and requirements of this Invitation and more precisely of its articles 12 and 13.
- b) who are rejected on the basis of the technical evaluation of their technical offers.

The envelopes containing the Financial Offer shall remain unsealed.

Throughout the review of Sub-envelope “Back-up Documentation for Participation – Technical Offer”, the Committee reserves its right and discretion and according to its absolute judgement to request, electronically through the system, clarifications and supplementary information on the submitted data only, which (data) the Bidders are obliged to submit within a reasonable deadline that cannot be less than seven (7) days as of the date of communication the relevant request, in line with Article 310, Law 4412/2016.

Bidders who will not submit electronically through the system the supplementary data / clarifications requested by the Tender



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Committee or who will submit incomplete data they shall be disqualified from the 2<sup>nd</sup> Phase of the Tender.

The results of the 1<sup>st</sup> Phase of the tendering procedure shall not be communicated to the bidding economic operators and the Committee shall proceed to the subsequent phase.

18.2.2

**2<sup>nd</sup> Phase: Unsealing of Financial Offers and Overall Evaluation**


The electronic Sub-folders of the financial offers of all bidders shall be electronically unsealed by the Tender Committee duly certified by the subject system on the date and at the time to be notified to them. Similarly, upon the electronic unsealing of the Sub-envelopes “Financial Offer”, those bidders whose financial offers were unsealed shall have digital access to the content of the unsealed offers, so that they can be informed about the financial offers that have been submitted.

Further on, the Tender Committee proceeds to the evaluation of the financial offers of the bidders whose documentation, included in the Sub-folder “Back up Documentation for Participation – Technical Offer” were deemed to be complete and in line with the terms and requirements stipulated herein; moreover, it compiles its Proceedings recommending – on a well-justified basis – their acceptance or rejection, the classification of the offers and the appointment of the provisional contractor. The subject Proceedings shall be submitted to ATTIKO METRO S.A. BoD for approval..

It is hereby stressed that the Committee maintains the right and discretion to request clarifications on the financial offers, if these contain ambiguities or discrepancies of minor importance, by virtue of paragraph 4, article 310 Law 4412/2016. The Bidders are obligated to respond to the aforementioned within a reasonable deadline that cannot be less than seven (7) days, as of the date they are communicated the relevant request.

If the offers seem unusually low, as compared to the scope of the Contract, ATTIKO METRO S.A. may require the economic operators to explain the price or the cost they propose in their offer within an exclusive deadline of 10 days – maximum – as of the date of communication of the relevant invitation. In this case, applicable shall be articles 88 and 89 Law 4412/2016.

It is stressed that in case offers bear exactly the same price, then ATTIKO METRO S.A. shall select the (provisional) contractor by drawing a lot among the economic operators who submitted offers bearing exactly the same price. This process is conducted before the Tender Committee and in the presence of the economic operators who submitted the offers bearing exactly the same price, on a date and at a

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time to be notified to the bidders, by action “On Line Discussions” of ESIDIS.


Upon completion of the evaluation of the offers by the Tender Committee and once its Proceedings are finalized, the BoD of ATTIKO METRO S.A. shall issue its resolution, approving the results of all aforementioned phases (“Participation Back up Documentation – Technical Offer”, “Financial Offer”). The Resolution of the BoD of ATTIKO METRO S.A. shall be copied to the bidders by action “On-Line Discussion” of ESIDIS, along with a copy of the respective proceedings on the review and evaluation of the offers of the aforementioned stages.

Preliminary appeals can be filed against the aforesaid Resolution, as per paragraph 18.4 of this article.

**18.3 Invitation to Submit the Back-up Documentation for the Provisional Contractor (Awarding Back-up Documentation) – Awarding Procedure**

18.3.1 Upon completion of the offers evaluation procedure and finalization of the results, in line with the provisions of paragraphs 18.2 and 18.4 of this Invitation, ATTIKO METRO S.A. shall call upon the Provisional Contractor by action “On-Line Discussion” within a **ten (10) – day period** after the pertinent notification that will be transmitted to him electronically through the system, to submit the foreseen back-up documentation of the Provisional Contractor (Awarding Documentation) in .pdf format and in an envelope bearing the indication “Back-up Documentation of the Provisional Contractor”, as these are described in article 21 in order to be proven that the reasons for disqualification as these are specified in article 12 do not apply and that the quality criteria of article 13 herein are met.

The aforesaid back up documentations, shall be electronically submitted by the provisional contractor through the System in PDF format and within three (3) working days as of the electronic submission of the aforesaid documentation, the economic operator shall necessarily submit to ATTIKO METRO S.A., in a printed format and in a sealed envelope, the documentation that has to be submitted in originals, as per the provisions of article 11, paragraph 2 of Law 2690/1999 “Code of Administration Procedure”, as amended through the provisions of article 1, paragraph 2, Law 4250/2014. The aforementioned documents in printed form shall be submitted to the Document Control Centre of ATTIKO METRO S.A. by **15:00** in a sealed envelope bearing the indication “Awarding back-up Documentation”, accompanied by a **cover letter outside the envelope** (for being assigned a protocol number once received).

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Especially the evidence constituting private documents can be acceptable in a simple photocopy too, if accompanied by a Legal Statement where their accuracy is certified. The compilation date of the Legal Statement shall be posterior to the communication date of the invitation for the submission of back up documentation.


The electronic unsealing of the folder “Back-Up Documentation for the Award” of the lowest bidder to whom the project is to be awarded, shall be effected in **two (2) working days** upon submission of the back-up documentation in the printed format, further to the relevant notification of the participants who are entitled to becoming cognizant of the submitted documentation.

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 for the submission of the awarding back-up documentation specified above - 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.

This shall also apply in case ATTIKO METRO S.A. requests the submission of back up documentation during the offers’ evaluation process and prior to the award stage of the tender, in implementation of article 79, paragraph 5, clause a’ of Law 4412/2016, adhering to the principles of equal treatment and transparency.

If during the pertinent review it is ascertained that the information provided in the European Single Procurement Document (ESPD) is false or inaccurate, or if the required originals or copies of the aforesaid back-up documentation are not submitted within the prescribed time period, or if the back-up documentation submitted lawfully and in due time do not prove that there are no reasons for the bidder’s disqualification – by virtue of article 12 - or that one or more of the requirements are fulfilled in line with article 13 herein, then the offer of the provisional contractor is rejected, the participation letter of guarantee shall become payable in favour of ATTIKO METRO S.A., and the procedure stipulated in the present article shall be followed for the bidder, whose most advantageous offer in terms of finance, comes next, based on the price, adhering to the aforesaid procedure. As to the remaining issues, applicable shall be article 103 of Law 4412/16.

In case the awarding authority 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

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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 provisional contractor (belated alterations), then his participation guarantee shall not become payable in favor of the awarding authority.

If none of the bidders submits a true or accurate declaration **or** none of the bidders submits one or more of the required back up documentation **or** none of the bidders proves that he fulfils the qualitative selection criteria stipulated in paragraphs 13.1, 13.2 and 13.3 of this Invitation, then the procedure shall be cancelled.

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 stating, that the back-up documentation have been filled in line with the above requirements, whereby it recommends either the award or the cancellation of the contract and submits it to the BoD of ATTIKO METRO S.A. for approval.


Having approved the aforesaid proceedings, ATTIKO METRO S.A. shall electronically copy – through the System - the resolution for the award, along with a copy of all proceedings pertaining to the review and evaluation of the offers to all Bidders who have not been definitely disqualified – except for the Provisional Contractor.

Preliminary appeals can be filed against the aforesaid Resolution, as per paragraph 18.4 of this article.

18.3.2

The Contract shall be concluded upon communication of the awarding resolution to the Provisional Contractor in line with the provisions of article 105, Law 4412/16, as follows:

- a) If the deadline for filing preliminary appeals elapses idle or in the event that a preliminary appeal is filed, if the deadline for filing an application for suspension of the resolution of the Authority for the Examination of Preliminary Appeals elapses idle and an application for suspension of the resolution of the Authority for the Examination of Preliminary Appeals is filed, if a resolution is issued on the relevant application on condition that a temporary order is granted, in line with the stipulations of the last clause of paragraph 4, article 372, Law 4412/2016.
- b) If the review prior to the conclusion of the contract is successfully completed by the Court of Auditors, in line with articles 35 and 36 of Law 4129/2013, if required.
- c) If the Provisional Contractor submits, if required, further to the relevant invitation of ATTIKO METRO S.A., a Legal Statement by action “On-Line Discussion” of the sub-system. In the Legal

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Statement to be signed in line with the provisions of article 79A of Law 4412/16 it shall be ascertained that there have been no subsequent alterations to the Contractor in the sense of article 104, Law 4412/16 and only in the event of a review prior to the conclusion of the contract or that a preliminary appeal against the awarding resolution has been filed. The Legal Statement shall be examined by the Tender Committee which shall draft the Proceedings to accompany the Contract.

The awarding resolution is communicated by action “On Line Discussion” of the sub-system to the provisional contractor. The said communication entails all legal effects of the awarding resolution in line with the provisions of paragraph 3, article 105 Law 4412/16.

#### **18.4 Preliminary Appeals**

Any disputes that may arise due to actions or omissions on the part of ATTIKO METRO S.A. shall be governed by the stipulations of Book IV “LEGAL PROTECTION IN THE EXECUTION OF PUBLIC CONTRACTS” (articles 345-374) of Law 4412/2016 comes into force, as amended and applicable.


### **ARTICLE 19 ANNULMENT OF THE PROCEDURE**

**19.1** Further to the BoD Resolution and the opinion of the Tender Committee, ATTIKO METRO S.A. can annul the procedure for the contract award in the following cases:

- a) If the procedure was fruitless (unproductive) either due to the non-submission of offers, or due to the rejection of all offers or due to the disqualification of all bidders, in line with the contract documents, or
- b) if no one of the bidders come to sign the contract.

**19.2** The awarding procedure may also be annulled by virtue of a particular justified resolution of ATTIKO METRO S.A. BoD and further to the Tender Committee opinion, in the following cases, namely:

- 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 procedure have radically altered 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) if the offer is deemed to be financially disadvantageous;

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e) if the validity of the offers expires and the Bidders do not accept to provide the required extensions.

**19.3** If errors or omissions are noted at any phase of the procedure, the Tender procedure may be partially cancelled and/or, its result may be reformed accordingly by ATTIKO METRO S.A. BoD, or it may be decided by the BoD of ATTIKO METRO S.A. itself to repeat the Tender from the point where the error or omission were noted.

**19.4** As to the remaining items, valid shall be the provisions of article 317, Law 4412/16.

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


#### **ARTICLE 20 EXECUTION OF THE CONTRACT**

Upon the occurrence of the legal effects of the awarding resolution, in line with article 316 Law 4412/2016, the awarding resolution shall be copied to the :provisional Contractor” and he is called upon to present himself at a specific time and place to sign the contract **within a deadline of twenty (20) days** upon communication of the relevant special electronic invitation addressed to him by action “On-Line Discussion” of the sub-system.

The Contract consists in the following documents, which are defined as contract documents, they complement one another and constitute a unified set, while their order of prevalence – in case of any inconsistency – is determined as follows:

- a) The Private Agreement
- b) The Financial Offer of the Contractor
- c) The Invitation to Tender and its appendices and the Clarifications Document that may be issued
- d) The Conditions of Contract and its appendices
- e) The Technical Description
- f) The General Specifications
- g) The Design, Performance, Material and Workmanship Specification for the Building Automation and Control System (BACS)
- h) The Drawings of ATTIKO METRO S.A. Design
- i) The Drawing Office Manual, the Breakdown System for the Works of the Project and Equipment Codification
- j) The Time Schedule approved by ATTIKO METRO S.A., which shall be submitted by the Contractor after the Contract signing
- k) The Technical Offer of the Contractor
- l) The Information Data – Technical Description of the installed Building Automation and Control System (BACS) in the Extension Stations.



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**20.1** At the Contract signing stage, the selected Contractor ought to submit the following:

- Good Performance Letter of Guarantee in line with article 8.3 of this Invitation and article 10.3 of the Conditions of Contract.
- Certificate of insurance coverage of the contract issued by the insurance company (-ies), in line with the provisions of article 27.1 of the Conditions of Contract. The original insurance policies shall be provided by the Contractor within a deadline of fifteen (15) calendar days upon contract signing together with the receipt of payment of the first instalment of the premium.
- The Contractor must also appoint - by decision of its pertinent statutory body - his representative and his attorney-at-law for the execution of the Contract. The appointment decision shall be also accompanied by the representative’s statement of acceptance.

The appointment of the representative and the acceptance statement shall be unconditional and shall cover all issues pertaining to the execution of the Contract (e.g. collection of payments, submission of accounts, receipt of payment orders, exchange of correspondence, receipt of letters of guarantee, etc.).

**20.2** In case of a **Joint Venture**, prior to the Contract signing, the Contractor shall also submit a Notary Act on the establishment of the Joint Venture where the following shall be **necessarily** stated:

- a) acceptance of the joint participation in the execution of the Contract
- b) the participation percentage of each member in the Joint Venture
- c) joint and indivisible assumption of responsibility of the members of the Joint Venture before ATTIKO METRO S.A. for any issue related to the execution of the Contract
- d) appointment of a natural entity as joint representative of the Joint Venture before ATTIKO METRO S.A. throughout the execution of the contract
- 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

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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 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 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.).


In case of a **sub-contracting work** during the Contract signing, the Contractor is obligated to report to ATTIKO METRO S.A. the names, the contact information and the legal representatives of his sub-contractors, should these particulars are known at that specific time and to submit the Sub-Contract Agreement to be approved by the Supervision Authority concerned of ATTIKO METRO S.A..

Moreover, prior to the signing of the Contract, **the Legal Statement** provided for in the Joint Decision of the Ministers of Development and State no. 20977/23-08-2007 (B 1673) *“Back-up Documentation for keeping the Logs foreseen by Law 3310/2005, as amended through Law 3414/2005”* shall be submitted.

**20.3** In view of avoiding any delays, drafts of the required back up documentation shall be submitted to ATTIKO METRO S.A. for review within a **five (5)-day period** prior to the contract signing.

**20.4** If the deadline for signing the contract elapses idle at the appointed contractor’s liability, who, despite the fact that he will have been called upon, does not present himself to sign the Contract or does not submit the required guarantee or does not comply with the obligations stipulated herein, the Contractor shall then be forfeited without any previous communication of the relevant special invitation to him; moreover, his Letter of Guarantee for Participation in the Tender shall become payable in favour of ATTIKO METRO S.A.. In this case, in effect shall be the procedure stipulated in paragraph 18.3.1 concerning the Bidder, whose offer follows in the classification table drawn by the Tender Committee. If none of the bidders present himself for signing the contract, the awarding procedure shall then be cancelled. ATTIKO METRO S.A. maintains the right not to award the Tender and to cancel same (in accordance with article 19 herein), without this entailing payment of any kind of compensation to any interested party.



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The Contract shall be signed - on the part of the Contractor - by his representative duly authorized to this end during the contract award stage, who shall initial and stamp each page of the Contract Documents. Contracts to be concluded with associations shall be signed by the Legal Joint Representative appointed during the submission of the offer on condition that he is legally authorized to this end.

## **ARTICLE 21 BACK-UP DOCUMENTATION FOR THE AWARD**


### **General requirements – Submission deadlines**

This article includes the awarding back up documentation – quality criteria (Awarding Documentation), which the provisional contractor shall be called upon to submit in order to prove that he fulfills the preconditions of articles 12 and 13 herein.

The eligibility and the terms and conditions of participation, as specified in articles 7, 12 and 13 of this Document, are assessed at the time the offer is submitted, when the back-up documentation is submitted and at 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.**

**All back-up documents must be in effect at their submission date, in line with the provisions especially for them. More specifically:**

- a) **the back up documentation concerning paragraphs 21.1.1, 21.1.2(b) and 21.1.3, should they have been issued up to three (3) months prior to their submission;**
- b) **the remaining back up documentation concerning paragraph 21.1.2(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 21.3.1, 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;**

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- 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 evidence that constitute private documents, they can be accepted in the form of a simple photocopy, on condition that a legal statement certifying their accuracy accompanies same.

In case of an association, the obligation for submitting all aforesaid documents, information data, certificates and legal statements, stands for each member of the association separately.

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, a Legal 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 and does not speak Greek, 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.

ATTIKO METRO S.A. reserves its right to request any other document deemed necessary upon reading of the legalizing and other documents and data to be submitted by the bidders prior to the contract signing. In addition, and if there are any doubts whatsoever, ATTIKO METRO S.A. is entitled to address itself directly to the responsible authorities in order to take delivery of the necessary information about the personal status of the “provisional contractor”. When the necessary information concerns a “Provisional contractor” established in another member state, then the awarding authority 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, the managers of companies or any other individual with the power to represent, to make resolutions or to control, as determined by the national legislation of the member-state of establishment.

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**21.1 Back up documentation for the review of article 12 “reasons for disqualification”**

In order to demonstrate that the reasons for disqualification specified in article 12 do not apply, the provisional contractor, further to the electronic invitation of ATTIKO METRO S.A. through the system, is called upon to submit, within a ten (10)-day deadline as of the communication date of the subject notification to him, the legalization evidence and the originals or copies issued, in line with the provisions of Article 1, Law 4250/2014 (A' 79) of the following supporting documents:


21.1.1 As regards **paragraphs 12.1.1 to 12.1.6 herein**, the following shall be submitted: an extract of the penal record or, in lack thereof, other equivalent document issued from the competent judicial or administrative authority of the member-state or of country of establishment of the economic operator, proving that the required preconditions are met. The obligation for the submission of the aforesaid extract concerns also the entities of the first clauses of paragraph 12.1.7.

21.1.2 (a) For **paragraphs 12.2.1, 12.2.2 and 12.2.3 herein**: a certificate issued by the responsible Authority of the relevant member-state or country, certifying that the economic operator has fulfilled his obligations as regards the payment of taxes (Tax Clearance Certificate) and the payment of Social Security Contributions (Social Security Clearance Certificate), according to the legislation in the country of establishment or the Greek legislation as the case may be.


The bidders having established in Greece must submit the following supporting documents:

- Tax Clearance Certificate issued by the Ministry of Finance (competent Tax Authority);
- Social Security Clearance Certificate issued by the responsible Social Security Organization.

(b) For **paragraph 12.2.5 herein**: 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 paragraph 2, article 80 Law 4412/2016, this can be replaced by a Legal Statement of the economic operator without it being necessary to provide an official declaration by SEPE (Labor Inspection Authority) concerning the issuance of the certificate.

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- 21.1.3 For **paragraph 12.3.2**: a certificate issued by the responsible Authority of the relevant member-state or country. As regards the economic operators installed in Greece, the certificate that they are not under bankruptcy, suspension of works, bankruptcy settlement, cohesive administration, compulsory administration is issued by the responsible Court of First Instance at the seat of the economic operator. The certificate that the legal entity is not under liquidation by virtue of a court decision is issued by the respective Court of First Instance in the country of the economic operator’s establishment, while the certificate that it is not under liquidation by virtue of a resolution made by its partners is issued by the General Electronic Commercial Registry (GE.MI.), in accordance with the applicable stipulations. The 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 a print out of the tab “Registry/Enterprise Data”, as shown on taxisnet.
- 21.1.4 As far as the case of **paragraph 12.3.9** is concerned, the bidder shall submit a certificate issued by the competent Authority (Professional Record or the respective Chamber) verifying that no professional misconduct has been committed inducing the imposition of a disciplinary action. The Companies for which there is no disciplinary council shall submit a Legal Statement certifying that no disciplinary council exists and that they have not committed any grave professional misconduct.
- 21.1.5 For the cases of **paragraphs 12.3.1, 12.3.3, 12.3.4, 12.3.5, 12.3.6, 12.3.7 and 12.3.8** herein, the bidder shall submit a statement under oath certifying that there are not any reasons in effect leading to his disqualification.
- 21.1.6 As far as the case of **paragraph 12.7** of this Invitation is concerned, the Bidder shall submit a Legal Statement certifying that a disqualification decision has not been issued against him, according to article 74, Law 4412/2016.
- 21.1.7 **Supporting documents specified in paragraph 12.4**
- As far as the case of paragraph 12.4 herein is concerned and in order to prove that the economic operator meets the requirements set forth in Law 3310/2005, the following provisions on the nominalization of shares shall apply:
- At the penalty of the offer’s rejection, ATTIKO METRO S.A. is under the obligation to check whether the preconditions of article 8, para. 1 to para. 3 of Law 3310/2005 (FEK A 30/14-2-2005) are met and

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whether an offshore company participates in the tender in the sense of item (a), para. 4, article 4, Law 3310/2005 (FEK A 30/14-2-2005).


**The shares of Societes Anonymes participating in the tender, whether Greek or foreign, must be nominal down to natural entity level.**

More precisely, **in line with article 8, para. 1 of Law 3310/2005**, the shares of Societes Anonymes participating either separately or as members of a consortium in the bidding procedure or in a procedure for the award of works construction , or a procedure for the supply of goods or the provision of services and designs for the Public Sector or legal entities of the wider public sector, as this is delineated by the provisions of the Law in question, against a financial scope or a price over one (1) million EURO shall necessarily be nominal shares. If the shareholder is another Societe Anonyme with a participation percentage of one (1) per cent minimum, then the shares of this company shall mandatorily be in their totality nominal down to natural entity level.

In case of participation of companies of a different legal form, other than Societes Anonymes, in which Societes Anonymes participate or possess business shares and which have a participation percentage in the share capital of at least one (1) per cent, their shares shall mandatorily be nominal down to natural entity level.

In line with **article 8, para. 2, Law 3310/2005**, the same obligation also applies to foreign Societes Anonymes, on condition that the Law in the country of their seat provides for the mandatory nominalization of all their shares down to natural entity level for their entire activity or for a specific activity.

If the Law of the country of their seat **does not impose the mandatory obligation for nominalization of the shares**, then a certificate issued by a responsible authority of the country of their seat shall be made available – if relevant provision applies. If such a provision does not exist, a legal statement of the economic operator shall be submitted. In case the mandatory obligation for nominalization of the shares is not imposed, the foreign company shall mandatorily submit to ATTIKO METRO S.A. an updated list of shareholders holding at least one per cent (1%) of the shares or the voting rights of the Societe Anonyme. In case such a list is not kept, the company shall submit the list of shareholders possessing (one) 1% of the shares or voting rights in accordance with the last General Assembly, should these shareholders be known to the Company. If the list stated above is not submitted, the Company ought to justify the reasons why these shareholders are not known.

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Companies listed in the Stock Exchange of EU member states or of the OECD are exempted from the obligation for further nominalization of their shares down to natural entity level.

**Greek companies** must submit the following items:


- a) A certificate issued by the responsible Authority, which supervises the company in line with the provisions of Regulatory Law 2190/1920, whereby it results that the company’s shares based on its Statutes are nominal, taking also into consideration the relevant provisions of Presidential Degree 82/1996, article 1, para. 2, item a, clauses 3 and 4.
- b) A 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 (30) working days prior to the offer submittal date.

If from the list of the shareholders it derives that the shareholders of the company are other Societes Anonymes, then these must possess, in line with their Statutes, nominal shares and must submit to the company a certificate stating that their shareholders are physical entities, partnerships, Limited Liability Companies or legal entities of any other form, with the exception of Societes Anonymes. If these Societes Anonymes include shareholders which are also Societes Anonymes, then these must also possess nominal shares and shall submit a relevant certificate stating that their shareholders are physical entities, partnerships, Limited Liability Companies, or legal entities of any other form with the exception of Societes Anonymes. If the shareholders of the latter Societes Anonymes are Societes Anonymes, then the latter must submit a certificate on the nominalization of their shares as well as certificates for their shareholders in line with the above provisions so as to specify down to physical entity level, partnership, Limited Liability Company or any other form of legal entity with the exception of Societe Anonyme the final shareholders of all Societes Anonymes.

**Foreign companies** participating in the Tender and for which the obligation **is imposed** in their country of seat for nominalization of all their shares down to natural entity level for their entire activity or for a specific activity must submit the following items:

- a) A certificate issued by the responsible Authority according to the Law of the country of their seat, whereby it results that the company’s shares, in line with the Statutes in force, are nominal. In case of a company whose shares were in the past, based on the company’s statutes, bearer shares, then at the time of the submission of the offer the procedure for the amendment of its statutes must have been completed and approved by the



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supervising authority so that the total of its shares has been converted into nominal shares.

- b) A detailed list with the names of the shareholders of the bidding company and the number of shares of each shareholder, as these details are recorded in the company’s Book of Shareholders in line with the Law of its country of seat, maximum thirty (30) working days prior to the offer submittal date.
- c) Any other document proving the nominalization down to the natural entity level of the shares of the bidding company that has been effected within thirty (30) working days the latest prior to the offer submittal date.

Foreign companies participating in the Tender and for which the obligation **is not imposed** in their country of seat for nominalization of all their shares down to natural entity level for their entire activity or for a specific activity must submit the following items:

- a) An updated and valid list of shareholders holding at least one per cent (1%) of the shares or the voting rights of the Societe Anonyme;
- b) In case such a list is not kept, it must submit the list of shareholders possessing one 1% of the shares or the voting rights, in accordance with the last General Assembly, should these shareholders are known to the Company;
- c) If the list stated above is not submitted, the Company ought to justify the reasons why these shareholders are not known.


21.1.8

If a member–state or country does not issue the certificates mentioned in **cases 21.1.1, 21.1.2(a) and 21.1.3**, or if these certificates do not cover all cases of article 12 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 a Legal 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 member-state or country of origin / or country of establishment.

In this case, the responsible Public Authorities provide a Legal 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 Offer of the economic operator is rejected.



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## **21.2 Legalizing documents of the Provisional Contractor**

21.2.1 Legalizing documents proving that the economic operator has been established and is operating legally, as well as the persons legally representing the economic operator and committing him through their signatures in the relevant tender documents.


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 Issue (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, bearing an issuing date not earlier than 30 days as of the deadline for the submission of the back up documentation on any amendments made to the Statutes, non dissolution of the Company and its winding-up, non existing request, petition or Court Decision for dissolution of the company and the appointment or replacement of a liquidator or co-liquidator, etc.

21.2.2 The Resolution issued by the BoD of the Company (or the statutory body concerned) about the approval of participation in the Tender, approving the appointment of a representative for the signing of all relevant documents or statements related to the Tender, as well as for the submission and signing of the offer and any other required data until the contract signing date.

In case of an association, the aforementioned Resolution should also include the following items for each member:

- The acceptance to jointly participate in the Tender procedure and in the execution of the Contract
- The extent and the type of participation each member in the consortium / association (including the allocation of fee among them)
- The statement that they are solidly and wholly responsible each one of them before ATTIKO METRO S.A. with regard to the obligations ensuing from the Contract

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- The appointment of one of the member-companies as the common representative of the consortium before ATTIKO METRO S.A. throughout the duration of the Contract, which shall have the irrevocable order and full authorization of the remaining members to represent the consortium and bind the members forming the latter before ATTIKO METRO S.A. and, in general, to act and state all subjects necessary for the execution of the Contract. This Company shall have the largest percentage for participation in the Consortium (leader) and the natural entity to be appointed as the common representative of the consortium before ATTIKO METRO S.A. shall derive there-from.

### **21.3 Back-up documentation for the Review of article 13 – Selection Criteria**

#### **21.3.1 Back up documentation on the Competence to exercise the professional activity**

In view of proving that the requirements of article 13.1 herein are fulfilled, the provisional contractor shall submit a certificate by the relevant Commercial and Industrial registry of the country of his establishment.

More specifically:


The economic operators established in Greece shall submit a certificate of their registration in the relevant of Commercial and Industrial Chamber.

Economic operators established in a member – state of the European Union shall submit a certificate, issued by the respective professional or commercial registry as referred to in Annex XI of Appendix A, Law 4412/2016, certifying both their registration and their specific profession.

In case a country does not keep such a registry, the document or certificate can be replaced by an affidavit or, in member-states or in countries where affidavit is not foreseen, by a Legal Statement drafted by the interested party before an official judicial or administrative authority or notary public or the responsible professional/commercial Institution in the economic operator’s country of origin/installation, that such registry is not kept and that the economic operator exercises the activity required for the execution of the scope of the contract to be awarded.

#### **21.3.2 Back up Documentation on Financial Competence**

In view of proving that the requirements of article 13.2 herein are fulfilled, the provisional contractor shall submit the following:

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- Legal statement certifying the overall turnover during the three (3) previous fiscal years, or during the respective time period of operation, if it is less than three (3) years,
- Balance Sheets and Profit and Loss Accounts Statements during the last three (3) fiscal years, or during the respective time period of operation, if it is less than three (3) years.

### 21.3.3

#### **Back up Documentation on Technical and Professional Competence “similar experience”**

In view of proving that the requirements of article 13.3 herein are fulfilled, the Provisional Contractor shall submit the following data:

- A list of completed Procurements (to include at least one completed Procurement), delivered in the period 2011-2021, in line with the requirements of article 13.3 herein.
- Relevant certificates, which shall have been issued by the Project Owners. The aforementioned certificates must demonstrate that the procurement was completed in a workmanlike manner and commissioned in due time, adhering to the contract requirements of the Owners of the project.


More specifically, the subject certificates must make clear reference to the following:

- a. The scope of works related to the procurement, design, installation and commissioning of the building automation and control systems (BACS) in Metro projects, with both local and central control;
- b. The date of signing and accepting the building automation and control systems (BACS) and the contract completion date.

In case the Supply is executed by a contracting consortium with the participation of companies activated in the relevant field of supply, the participation of the Bidder or the members of the Consortium in the execution of the Supply as well as the specific scope of the respective participation in the Consortium shall be mentioned.

In case some of the requested data are not included in the above certificates, they shall be provided by means of a Legal Statement made by the Bidder, which shall accompany the certificates.

However, the Legal Statement cannot replace the necessary certificates related to the execution of the Supplies. This Legal Statement is exclusively and solely submitted to supplement any data related to the Supply not contained in the certificates (e.g. duration, etc.).

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Any contract related projects, for which neither certificates nor the relevant Legal Statement for any supplementary data are submitted, shall not be taken into account during the evaluation of the offer of the Bidder and shall not be considered as the Bidder’s experience.

**21.4 Back up Documentation to demonstrate the borrowed experience, mentioned in article 14 “Invocation of third party resources”**


If Bidders invoke and utilize the financial and credit capacity or the technical and professional capacity of other operators, as per article 307 of Law 4412/16, then the third parties shall submit the back-up documentation stipulated in para. 21.1 and 21.2, as well as back-up documentation specified in article 21.3 for the review of the provisions of article 13 (concerning the invocation).

Moreover, the awarding back-up documentation shall also include the BoD’s resolution or the decision of the agency’s statutory instrument, approving the granting of the operator’s financial, credit capacity or technical and professional capacity (experience) to the Bidder, so that this capacity is available to the Bidder throughout the execution of the Contract. This presentation must be detailed and itemize the specific resources that will be made available in the framework of the Contract in such a way so that ATTIKO METRO S.A. may proceed to the evaluation, assess the importance of the relevant resources and ascertain the implementation of such a commitment during the execution of the Contract. Additionally, the Bidder must also submit the pertinent decision of its statutory body for the acceptance of the said invocation.

**21.5 Back-up documentation in case of Sub-contracting work**

In case of awarding the contract – under the form of **sub-contracting work to third parties**, the “provisional contractor” should indicate the section of the contract he intends to award in the form of a sub-contracting work to third parties and submit all information concerning the Subcontractors that he proposes, taking into account paragraph 23.4 of the Conditions of Contract..

As far as the Subcontractors are concerned, it is required to submit the supporting documents stipulated in paragraphs 21.1 and 21.2 and the Resolution of the BoD or the decision of the competent statutory instrument of the economic operator concerned, whereby approval will be granted for the award of the sub-contracting work and the respective resolution on the part of the sub-contractor on accepting the award of the sub-contracting work. These resolutions shall state in detail the sections which will be assigned to a subcontractor as well as the relevant percentage corresponding to the total of the contract.

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## **ARTICLE 22 LANGUAGE OF THE CONTRACT**

The official language for the conduct of the Tender and the Contract to be signed is Greek. All back up documents, certificates and documents required to be submitted during the conduct of the Tender shall be in Greek. Should the original documents in question have been drawn originally in a language other than Greek, they should be accompanied by an official translation in Greek and the Greek language shall prevail. Any information and technical leaflets and other printouts – corporate or not – with special technical content can be submitted in another language and may not necessarily be translated into Greek.


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

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

The Contract shall be compiled in the Greek language. The overall written communication between ATTIKO METRO S.A. and the Contractor shall be conducted in the Greek language.

## **ARTICLE 23 APPLICABLE LEGISLATION**

The Contract to be signed, and any claims by both parties deriving due to this contract or on the occasion of this contract from the date when it is assigned to the Contractor, shall be governed by the terms of the contractual documents, the Greek Legislation, Law 4412/16, and by the Greek Civil Code. The Courts of Athens are the only competent authorities.

 <p><b>ATTIKO METRO A.E.</b></p>	<p align="center"><b>“PROCUREMENT AND INSTALLATION OF THE BUILDING AUTOMATION AND CONTROL SYSTEM (BACS) OF PIRAEUS EXTENSION PHASE B”</b></p> <p align="center"><b>INVITATION TO TENDER</b></p>	<p align="center"><b>RFP-384/20</b></p> <p align="center"><b>A.Σ. 94301</b></p>
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Prior to the signing of the Contract, the relations with ATTIKO METRO S.A. are regulated on the basis of Law 4412/16, Directive 2014/25/EU, the Greek Civil Code and the Tender Documents.

## **ARTICLE 24 PUBLICITY**

### **24.1 Publication in the Official Journal of the European Union**

The Contract Notice, i.e. the relevant standard form “Contract Notice” **was transmitted**, via [simap.europa.eu](http://simap.europa.eu), for publication to the Publication Service of the European Union on **27/01/2021**.

### **24.2 Publication in Greece**

The Contract Notice mentioned in the aforementioned paragraph and the document of this Invitation are published in KIMDIS.


A summary of this Invitation is published is posted on the website <http://et.diavgeia.gov.gr> (DIAVGEIA Program), and on AM’s website ([www.ametro.gr](http://www.ametro.gr)).

In addition, the complete document of this Invitation to Tender shall be posted on KIMDIS and all tender documents shall be posted on ESIDIS Portal (<https://www.promitheus.gov.gr>) and on ATTIKO METRO S.A. website ([www.ametro.gr](http://www.ametro.gr)).

## **ARTICLE 25 CONFIDENTIALITY - PERSONAL DATA**

While executing this Contract, the Contractor assumes the obligation to keep confidential and not to disclose to any third party any document or information about the organization, obligations, information data, activities or financial matters concerning ATTIKO METRO S.A. The Contractor is obliged to ensure that each one of his executives or associates, engaged in the implementation of the Contract, shall be bound by the terms of confidentiality. The provisions of this article shall continue to be in force upon the expiry of the contract validity or its termination. If the Contractor violates the confidentiality related obligation, he shall then be liable to compensate ATTIKO METRO S.A. and to restore any related damage ATTIKO METRO S.A. has suffered.

ATTIKO METRO S.A. is the Controller of the individuals' personal data to be collected in the framework of the Tender. The subject data shall be processed in line with the provisions of the legislation on the protection of personal data, as valid each time. The subject personal data may be communicated to parties to which ATTIKO METRO S.A. assigns the execution of a specific project on its behalf, namely to Consultants, company executives and, in general, the remaining agents of the Company, on condition that confidentiality is observed at


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all times during the execution of their lawful activities, as well as to public agencies and judicial authorities who must also observe the confidentiality requirement in the framework of their jurisdiction. The purpose of the processing of personal data is to evaluate the Envelope of the Offer, to observe the obligations of ΑΤΤΙΚΟ ΜΕΤΡΟ S.A., as these ensue from the Law, to advise the Bidders on the evaluation of the submitted Envelopes of their Offer, and, in general, to safeguard the safety and protection of transactions.

Natural entities submitting an Offer Envelope as representatives of a Bidding Association consent to the processing of their above-mentioned personal data for the specified purposes and reserve all their lawful rights of access, rectification and opposition to the processing and of consent revocation, according to Sample B.1 of Appendix (B) of the Invitation.

The subject consent is in effect for the Tender framework as for the execution of the contract to be signed with the appointed Contractor.



	<p align="center"><b>“PROCUREMENT AND INSTALLATION OF THE BUILDING AUTOMATION AND CONTROL SYSTEM (BACS) OF PIRAEUS EXTENSION PHASE B”</b></p> <p align="center"><b>INVITATION TO TENDER</b></p>	<p align="center"><b>RFP-384/20</b></p> <p align="center"><b>A.Σ. 94301</b></p>
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**ΠΡΟΣΑΡΤΗΜΑ (Α)**

**ΥΠΟΔΕΙΓΜΑ Α1**

**ΕΓΓΥΗΤΙΚΗ ΕΠΙΣΤΟΛΗ ΣΥΜΜΕΤΟΧΗΣ**

Εκδότης (Πλήρης επωνυμία Πιστωτικού Ιδρύματος)

...../

T.M.E.Δ.Ε.

Ημερομηνία έκδοσης: .....

Προς: (Πλήρης επωνυμία Αναθέτοντος Φορέα<sup>1</sup>)

.....

.....

(Διεύθυνση Αναθέτοντος Φορέα<sup>2</sup>)

.....

.....

Εγγύηση μας υπ' αριθμ. .... ποσού

..... ευρώ<sup>3</sup>.

Έχουμε την τιμή να σας γνωρίσουμε ότι εγγυόμαστε με την παρούσα επιστολή ανέκκλητα και ανεπιφύλακτα παραιτούμενοι του δικαιώματος της διαιρέσεως και διζήσεως μέχρι του ποσού των ευρώ .....<sup>4</sup> υπέρ του:

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

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

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

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


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

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

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

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

<sup>4</sup> Όπως υποσημείωση 3.

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

(συμπληρώνεται με όλα τα μέλη της ένωσης)

ατομικά και για κάθε μία από αυτές και ως αλληλέγγυα και εις ολόκληρο υπόχρεων μεταξύ τους, εκ της ιδιότητάς τους ως μελών της ένωσης ή κοινοπραξίας, για τη συμμετοχή του/της/τους σύμφωνα με την (αριθμό) ..... 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.


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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**ΥΠΟΔΕΙΓΜΑ Α.2/SAMPLE A.2**

**PARTICIPATION LETTER OF GUARANTEE**

Issued by (Full name of the Credit Institution)

...../ TMEDE

Date of issuance:.....

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

.....

(Address of the Awarding Body<sup>2</sup> )

.....

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

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

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

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

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

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

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

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

(fill in all members of the Association)

individually and for each one of the above and jointly and severally liable in their capacity as members of the Association for its/their participation, in accordance with ΑΤΤΙΚΟ ΜΕΤΡΟ 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.

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

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

<sup>3</sup> The amount of the Letter of Guarantee 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.

<sup>4</sup> See footnote 3

	<p align="center"><b>“PROCUREMENT AND INSTALLATION OF THE BUILDING AUTOMATION AND CONTROL SYSTEM (BACS) OF PIRAEUS EXTENSION PHASE B”</b></p> <p align="center"><b>INVITATION TO TENDER</b></p>	<p align="center"><b>RFP-384/20</b></p> <p align="center"><b>A.Σ. 94301</b></p>
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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)

	<p align="center"><b>“PROCUREMENT AND INSTALLATION OF THE BUILDING AUTOMATION AND CONTROL SYSTEM (BACS) OF PIRAEUS EXTENSION PHASE B”</b></p> <p align="center"><b>INVITATION TO TENDER</b></p>	<p align="center"><b>RFP-384/20</b></p> <p align="center"><b>A.Σ. 94301</b></p>
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**ΠΡΟΣΑΡΤΗΜΑ (B)**

**ΥΠΟΔΕΙΓΜΑ Β.1**

**ΔΗΛΩΣΗ ΣΥΓΚΑΤΑΘΕΣΗΣ  
ΕΠΕΞΕΡΓΑΣΙΑΣ ΔΕΔΟΜΕΝΩΝ ΠΡΟΣΩΠΙΚΟΥ ΧΑΡΑΚΤΗΡΑ**

Η ΑΤΤΙΚΟ ΜΕΤΡΟ 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-ες)

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**ΥΠΟΔΕΙΓΜΑ Β.1/SAMPLE B.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.



	<p><b>“PROCUREMENT AND INSTALLATION OF THE BUILDING AUTOMATION AND CONTROL SYSTEM (BACS) OF PIRAEUS EXTENSION PHASE B”</b></p> <p><b>INVITATION TO TENDER</b></p>	<p><b>RFP-384/20</b></p> <p><b>A.Σ. 94301</b></p>
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**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.**

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-s)

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