



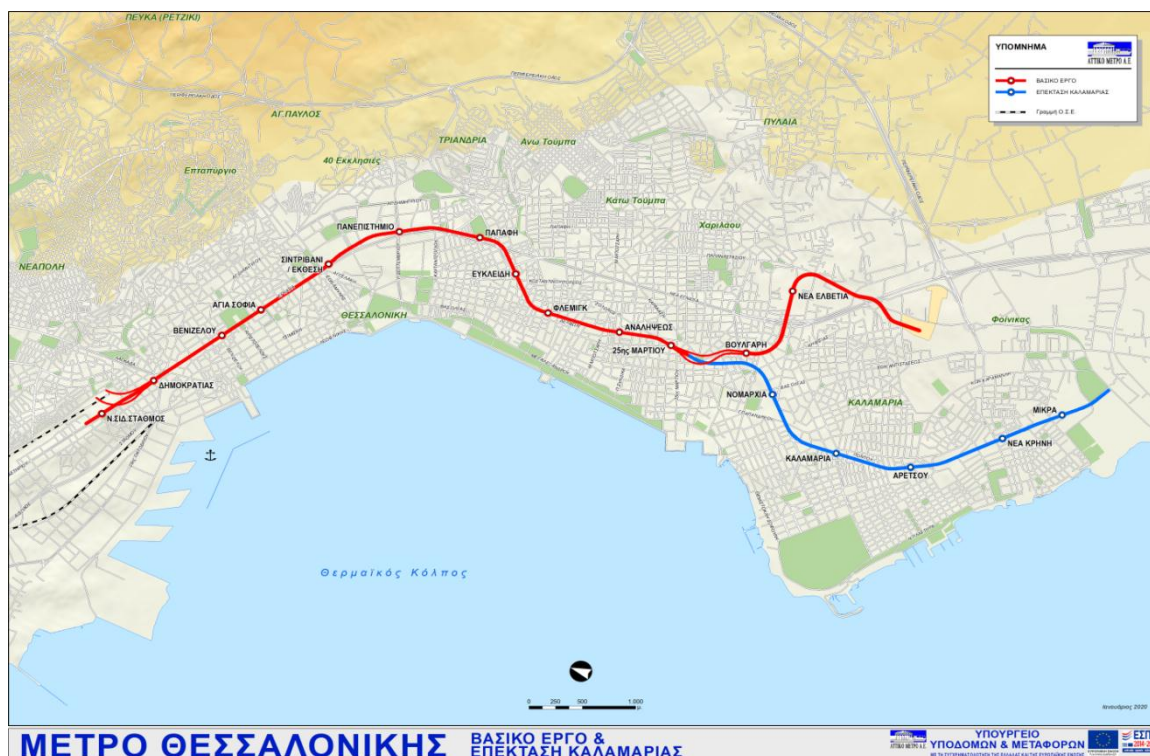
ΑΤΤΙΚΟ ΜΕΤΡΟ Α.Ε.

TITLE:

“International Tender Based on the Open Procedure for the Conclusion of a PPP Contract concerning the Operation and Maintenance of Thessaloniki Metro Network”

RFP-427/22, Α.Σ.: 164503

INVITATION TO TENDER



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Definitions

Capitalized terms used in this document have the meaning attributed to them here below. Terms are classified in alphabetical order based on the Greek text.

“Contractor” is the Bidder who is awarded the Tender and who will conclude a contract with ATTIKO METRO S.A..

“Acceptable Credit Institution” (a) is a Bank or other credit/financial institution which is legally operating in any member-state of the European Union, is directly supervised by the European Central Bank as a significant supervised entity or a significant supervised group – in the sense of cases (16) and (22) Article 2 of Regulation No. 468/214 of the European Central Bank dated 16.04.2014 (ECB/2014/17) and is included in the list of significant supervised entities or groups issued pursuant to Article 49, paragraph 1 of the subject Regulation or (b) every bank or other credit/financial institution, legally operating in any member-state of the European Union or in the European Financial Area or in the state parties to the Government Procurement Agreement (GPA) and have a Standard and Poor’s Corporation credit rating of BBB+ (or higher) or a Moody’s Investors Services Inc. credit rating of Baa1 (or higher) or a Fitch Ratings credit rating of BBB+ (or higher) for long-term unsecured financing.

“Initial Shareholders” The Bidder/ the members of the Bidding Association of Persons or Economic Operators, who, as the founding shareholders, shall establish the Contractor and shall – as a third contracting party - sign the Contract, exclusively in relation to the obligations provided for in terms 37.1.1 - 37.1.3 of the Partnership Contract.

“Bidder” is any physical or legal entity or Association of Persons or economic operators, legal and/or physical, having submitted an offer.

“Tender” is the Tender announced by ATTIKO METRO S.A. for the operation and maintenance of the Thessaloniki Metro network, as well as the procurement, installation and commissioning of a related information system.

“Invitation to Tender” is the present Invitation to Tender with its annexes, as well as the clarifications which might be provided to the interested parties by ATTIKO METRO S.A., in line with the article 2.1.4. of this document.

“Committed Investment” is the amount of the share capital and of any Subordinate Debt that is payable by the Initial Shareholders and any Lenders Subordinate.

“Lenders Subordinate”(a) the Initial Shareholders and/or their subsidiaries giving Subordinate Debt to the Contractor, on condition that the Initial Shareholders accept to guarantee the Subordinate Debt given by their Associated Companies and/or (b) Third Parties giving Subordinate Debt to the Contractor, on condition that the Initial Shareholders and/or their Associated Companies guarantee payment in full.

“Subordinate Debt” is the amount of the loans provided to the Contractor by Lenders Subordinate.

“Contract conclusion procedure Documents” are the documents to be made available to the Interested Parties, determined in article 2.1.1.a herein.

“Contract Documents” are the documents that will formulate the contract to be concluded between ATTIKO METRO S.A and the Contractor and are determined in article 2.1.1.b herein.

“Participation Letter of Guarantee” is the letter of guarantee to be submitted by each Bidder along with his Offer under the form foreseen in annex II herein.

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“Good Performance Letter of Guarantee” is the letter of guarantee to be submitted by each Bidder during the Contract signing under the form foreseen in annex II herein.

“Interested party” is any physical or legal entity or Association of entities or Economic Operator wishing to participate in the Tender.

“Association of Persons or Economic Operators” is more than one physical and/or legal entities jointly submitting an offer, irrespectively of whether they have vested with a specific legal form or not.

“Special-purpose Company” is the societe anonyme that will be established by the Contractor and with which ATTIKO METRO S.A. will conclude an agreement, in line with the provisions of article 1, paragraph 4, of Law 3389/2005.

“Annual Flat Charge of the First Twelve Months of the Revenue Service Period A” is the annual flat charge of the first twelve months of the revenue service period, as included in Sample B2 – Financial Offer, which must be filled in by the Bidder.

“Business Plan” is the business plan that the Contractor submits with his Financial Offer, in line with the term 2.4.4.3 herein.

“Deadline for the Submission of the Offers” is the deadline for the submission of the Offers, as set in this document, and which may be shifted in the absolute judgment of ATTIKO METRO S.A., in line with the stipulations of article 1.5. herein.

“Date of Contract Signing” is the date on which the Contract is signed between the Contractor and ATTIKO METRO S.A..

“Common Representative” is the representative of an Association of Persons or Economic Operators duly authorized.

“Bidder’s Member” or **“Member”** is any member of the Association of Entities or Economic Operators.

“Financial Offer” is the part of the Offer submitted by the Bidder, which provides the financial data required to meet the requirements of the Invitation to Tender.

“Availability Payments” are the availability payments, as included in Sample B2 - Financial Offer.

“Contract Notice” is the summary of the Invitation to Tender, which is transmitted for publication at the Publications Office of the European Union.

“Offer” is the total of all data and documents submitted for approval by a Bidder in the framework of the Tender, as specified in more detail in article 2.4 of the Invitation to Tender.

“Provisional Contractor” is the Bidder who is ranked first further to the evaluation of the Offers, in line with article 3.2. of the Invitation to Tender, and who is announced as such by ATTIKO METRO S.A..

“PPP Contract or Contract” is the contract to be concluded between ATTIKO METRO S.A. and the Special Purpose Vehicle, for the operation and maintenance of Thessaloniki Metro, as well as for the procurement, installation and commissioning of a related information system, along with its remaining documents.

“Consultant(s)” is the specialized economic operators assisting ATTIKO METRO S.A. in the framework of this procedure.

“Clarifications Document” is the document through which ATTIKO METRO S.A. proceeds with clarifications of the terms of the Documents of the Contract conclusion procedure, in line with article 2.1.4 of the Invitation to Tender.

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“Technical Offer” is the part of the Offer submitted by the Bidder providing the technical data required in order to meet the requirements of the Invitation to Tender.

“Financial Model” is the financial model in MS Excel format that the Bidder submits with his Financial Offer, in line with the term 2.4.4.2 herein.

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1. ATTIKO METRO S.A. AND CONTRACT SCOPE

1.1 ATTIKO METRO S.A. Details

Name	ATTIKO METRO SINGLE-MEMBER S.A. COMPANY, trading as “ATTIKO METRO S.A.”
Tax Payer’s Number	094325955, FAE ATHINON
Postal address	191-193 Messogion Avenue
City	Athens
Postal Code	11525
Country	Greece
Telephone No	210 6792473, 210-6792351
Fax No	210 6726126
Email	ksaiti@ametro.gr
Contact person for information	Aikaterini Saiti
Web address (URL)	www.ametro.gr
Agency Geographical area (Nuts)	EL 30
Contract execution geographical area	EL 522

ATTIKO METRO SINGLE-MEMBER S.A. COMPANY, trading as “ATTIKO METRO S.A.”, was established via Article First of Law 1955/91 (A 112). 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, inter alia, the design, organization, management, construction, running, operation and development of the Urban Railway Network of Attica and Thessaloniki Region and, in general, of the Electric Railways 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 the whole Greece.

ATTIKO METRO S.A. announces a Tender based on the open procedure for the award of a Public-Private Partnership (PPP) Contract for the operation and maintenance of Thessaloniki Metro network, as well as the procurement, installation and commissioning of a related information system, through the Greek System of Electronic Public Procurement (ESIDIS), and it invites the Interested Parties to submit Offers, in line with the stipulations of this Invitation, its annexes and accompanying Documents for the award of the subject contract.

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1.2 Procedure Details - Funding

1.2.1 Contractor Selection Procedure

The Tender shall be conducted electronically with the use of the National System of Electronic Public Procurement (ESIDIS), via www.promitheus.gov.gr, the web portal of ESIDIS Integrated Information System, based on the open procedure, in line with article 264 of L. 4412/16, as in force and shall be awarded further to the most advantageous offer – in financial terms – on the price basis, in line with the specific stipulations of term 2.3 herein.

1.2.2 Contract Financing

The financing of the contract constitutes the Contractor's exclusive responsibility.

Decision No. 71/23.05.2022 of the Public-Private Partnership Inter-Ministerial Committee (ΑΔΑ: ΨΕΗΦ46ΜΤΛΡ-6ΛΒ), according to article 3 Law 3389/2005, approved the inclusion of this contract in the provisions of Law 3389/2005, in line with article 3 Law 3389/2005 and ATTIKO METRO S.A. is under the obligation to pay to the Contractor as contractual price 100% of the availability payments from the Program of Public Investments of the Ministry of Transport and Infrastructures.

1.3 Brief description of the physical and financial scope of the Contract – Net present value of the Contract – Duration of the Contract

1.3.1 Brief description of the physical scope

The Scope of the Contract concerns the provision of services related to the operation and maintenance of the network of Thessaloniki Metro, as well as the procurement, installation and commissioning of the related information system, in line with the provisions of the Contract conclusion procedure Documents.

A brief description of the physical scope of the Contract is provided in annex I herein.

The services provided fall under the following codes of the Common Procurement Vocabulary (CPV):

- 63712320-2 Tunnel operation services, and
- 50225000-8 Railway-track maintenance services

1.3.2 Net present value of the Contract

The net present value of the overall availability payments requested from each Bidder in his Financial Offer cannot exceed the budget that has been approved, by virtue of the Public Private Partnership Inter-ministerial Committee Decision No. 71/23.05.2022 (ΑΔΑ: ΨΕΗΦ46ΜΤΛΡ-6ΛΒ), present value i.e., the amount of **two hundred ninety two million (292.000.000,00 €) EURO, plus VAT**.

1.3.3 Duration of the Contract

1.3.3.1 The PPP Contract shall be in effect as of its signing and shall expire upon completion of **eleven (11) calendar years**.

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If the contract is signed on January 1st of the year it commences, the eleven (11) calendar years shall correspond to eleven (11) PPP Years; if the contract is signed on any date other than January 1st of the year it commences, the eleven (11) calendar years shall correspond to twelve (12) PPP years. The term “PPP years” means the period (in years) into which the overall duration of the contract extends.

The contractual period is divided into a Preparatory Period and a Commercial Revenue Period, as these are determined in the Partnership Contract.

- The Preparatory Period is divided into:
 - a) The Preparatory Period A', whose duration shall be from twelve (12) up to eighteen (18) months as of the Contract Signing Date, in implementation of term 1.3.3.2 of the Invitation to Tender, within which both ATTIKO METRO S.A. and the Contractor ought to fulfil their respective obligations related to the Preparatory Period A', for the Commercial Revenue Period A' to commence.
 - b) The Preparatory Period B', within which both ATTIKO METRO S.A. and the Contractor ought to fulfil their Preparatory Period B' Obligations, for the Commercial Revenue Period B' to commence.
- The Commercial Revenue Period is also divided into:
 - a) The Commercial Revenue Period A', which is the commercial revenue period of the Base Project.
 - b) The Commercial Revenue Period B', which is the commercial revenue period of the Extension as a whole with the Base Project.

The overall duration of the Commercial Revenue Period is ten (10) calendar years.

The Preparatory Period B' expires six (6) months after the scheduled commencement of the Commercial Revenue Period A'.

1.3.3.2 ATTIKO METRO S.A. shall be entitled, at its sole discretion, to determine that the Preparatory Period A' will last more than twelve (12) months up to eighteen (18) months, with the respective shifting of the expiry of the Preparatory Period B'. It may exercise this right until the finalisation of the award decision, in accordance with the provisions of Article 105 Law 4412/2016. In this case, ATTIKO METRO S.A. invites the Provisional Contractor to submit, within a deadline of thirty (30) days, the Financial Model stipulated in term 2.4.4.2 of the Invitation to Tender, approved in line with term 2.2.9.2.B5 herein, the Financing Letter stipulated in term 2.4.4.1 herein (and its separate sub-annexes, namely the Commitment Letter for Investment or the Bank(s) Letter for verification of the financing availability), as well as the Financial Offer stipulated in term 2.4.4.4 herein, that have to be updated in such a way so that no parameter of the Contractor's Offer is changed except for the allocation of the availability payment per year. The change in the allocation of the availability payments should be effected in a way so that the overall amount of the offer in terms of net present value of the Availability Payments, as calculated in line with the Financial Offer Sample, remains the same with the amount of the Financial Offer on the basis of which the economic operator was qualified as the Provisional Contractor. The extension to the duration of the Preparatory Period A' shall not be accompanied by any compensation and that the overall duration of the Contract in calendar years shall remain unchanged.

1.4 Legal framework

The award and the execution of the Contract shall be governed by the legislation in force and by its regulatory acts, as applicable. Namely:

- Law 4412/2016 (A' 147) “Public Works Contracts, Public Supply Contracts and Public Service Contracts (adaptation to Directives 2014/24/EU and 2014/25/EU)”

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- Law 3389/2005 (A' 232) “Public-Private Partnerships”
- Law 3310/2005 (A' 30) “Measures to ensure the transparency and prevent infringements of the procedure for concluding public contracts”- Law 4727/2020 (A' 184) concerning the electronic private documents bearing an electronic signature or stamp
- Law 3861/2010 (A' 112) “Improved transparency via mandatory posting of law and acts of governmental, administrative and local government bodies on the Internet “the “Diavgeia” (Clarity) Programme” and other provisions”
- Joint Ministerial Decision No. 64233/2021 (B'2453) of the Minister of Development and Investment and the Minister of Digital Governance regulating technical matters in connection with the award of Public Procurement and Services Contracts using the various tools and procedures of the National System of Electronic Public Procurement (ESIDIS)
- Joint Ministerial Decision No. 20977/23-8-2007 (B' 1673) of the Minister of Development and the Minister of State “Justification documents for keeping the registries provided for by Law 3310/2005, as amended by L. 3414/2005”
- Proceedings No. 71/23.05.2022 of the Inter-ministerial Committee for Public-Private Partnerships (ΑΔΑ: ΨΕΗΦ46ΜΤΑΡ-6ΑΒ) approving the inclusion of this partnership under the provisions of Law 3389/2005.
- Resolution No. 1657(e)/21.07.2022 of the Board of Directors of ATTIKO METRO S.A., approving Contract conclusion procedure Documents for the conduct of the public tender on the basis of the open procedure concerning the operation and maintenance of the Thessaloniki Metro network.

1.5 Deadline for the submission of the offers and electronic unsealing

The deadline for the submission of the offers is:

Friday, December 2nd 2022, at 11:00 a.m.

Overdue submission of the offers shall entail the disqualification of the Bidder.

The electronic unsealing of the (sub)folders entitled “Participation Back-up Documentation – Technical Offer” and of the Financial Offer shall be effected on **08/12/2022 at 11:00 a.m.**

1.6 Publicity

A. Publication to the Publications Office of the European Union

The Contract Notice was transmitted via electronic means for publication to the Publications Office of the European Union on **31/08/2022**.

B. Publication in Greece

The Contract Notice referred to in the aforementioned paragraph and the document of this Invitation to Tender shall be published in the Central Electronic Public Procurement Registry (KIMDIS).

Moreover, this Invitation shall be posted on the web page of DIAVGEIA PROGRAMME (<http://et.diavgeia.gov.gr>) and on the website of ATTIKO METRO S.A. (www.ametro.gr).

The Documents of the procedure concerning the conclusion of the Contract were registered in ESIDIS, under the Systemic Number: **164503**, and shall be posted on the web portal of ESIDIS Integrated Information System (www.promitheus.gov.gr) and on the website of ATTIKO METRO S.A. (www.ametro.gr).

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2. GENERAL AND SPECIAL TERMS OF PARTICIPATION

2.1 General information

2.1.1.a Documents of this procedure for the conclusion of a Contract

The Documents of the present procedure related to the conclusion of a Contract are as follows:

1. the present Invitation to Tender, along with its annexes, and the Clarifications Document, that may be issued,
2. the Contract Notice, as published in the Official Journal of the European Union,
3. the European Single Procurement Document [ESPD],
4. the Partnership Contract,
5. the “Payments” Document,
6. the “Insurances” Document,
7. the “Technical Description and Specifications” Document,
8. the “RAMS Requirements” Document,
9. the “Cleaning and Security Specifications” Document.

The information data, referred to in paragraph 2.1.5, shall be available to the Interested Parties for overview at ATTIKO METRO S.A. premises, further to a relevant written request filed by the Bidders, via ESIDIS.

2.1.1.b Contract Documents

The Contract Documents are the following:

1. the present Invitation to Tender, along with its annexes, and the Clarifications Document, that may be issued,
2. the Contract Notice, as this has been published in the Official Journal of the European Union,
3. the Partnership Contract, along with its annexes,
4. the Contractor’s Financial Offer,
5. the Payments Document,
6. the Insurances Document,
7. the Technical Description and Specifications Document,
8. the RAMS Requirements Document,
9. the Cleaning and Security Specifications Document,
10. The Contractor’s Technical Offer.

2.1.2 Communication – Access to the Documents of the Contract conclusion procedure

- a) The documents stipulated in term 2.1.1.a herein shall be posted on ESIDIS web portal www.promitheus.gov.gr, as well as and on ATTIKO METRO S.A.’s website (www.ametro.gr).

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- b) Any communication and exchange of information shall be effected through the web portal of ESIDIS www.promitheus.gov.gr.

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

2.1.3 Registration to ESIDIS

For participation in the present procedure, Interested Parties shall follow the registration process specified in article 6 of Joint Ministerial Decision (JMD) 64233/2021 (FEK B'2453/09.06.2021) issued by the Ministers of Development & Investments and Digital Governance about "Regulating of technical issues related to the award and execution of Public Contracts for Procurement and Services with the use of individual tools and procedures of the National Electronic Public Procurement System (E.S.I.D.I.S.)" (hereinafter called JMD ESIDIS Procurement and Services).

2.1.4 Provision of clarifications

Interested Parties are given the option, within a deadline of forty (40) days as of the publication of the Invitation, **to submit questions** to ESIDIS web portal and request clarifications related to the Contract conclusion procedure Documents electronically in the web site for this specific tender through E.S.I.D.I.S web portal www.promitheus.gov.gr i.e. by **12/10/2022 at 11:00h**.

In order to submit requests for supplementary information – clarifications, the Interested Parties 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 an electronic signature. Any requests for the provision of clarifications submitted either in a different manner or without an electronically signed accompanying electronic file or overdue requests, shall not be examined.

ATTIKO METRO S.A. shall collect all questions through the website and will issue **a Clarifications Document** which shall be posted in E.S.I.D.I.S web portal and in ATTIKO METRO S.A. web page (www.ametro.gr) by **11/11/2022 at 11:00h** at the latest.

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

It is stressed that any information, views, etc. that might be provided or 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 Contract conclusion procedure Documents, the Clarifications Document that may be issued by ATTIKO METRO S.A. and the relevant official correspondence.

ATTIKO METRO S.A. may extend the deadline for the submission of the Offers, so that all Interested Parties may take cognisance of all necessary information for the compilation of the Offers in the following cases:

- a) if, for any reason whatsoever, additional information, even though requested on time, have not been provided by the Interested Parties, at the latest six (6) days prior to the Offer Submission Date,
- b) if the Contract conclusion procedure Documents undergo significant changes.

When additional information is not requested on time or are not related to the preparation of the appropriate offers, then the extension to the deadline shall be at the discretion of ATTIKO METRO S.A.

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Any amendment to the terms of the tendering procedure (e.g. change/ shifting of the Offer Submission Date, and significant changes to the Contract conclusion procedure Documents, in line with the previous term) shall be published in the Official Journal of the European Union and at KIMDIS.

2.1.5 Onsite visits and available information data

2.1.5.1 Interested Parties may visit the facilities and stations of the Thessaloniki Metro network further to a written request filed in Greek through the ESIDIS at the latest up to **23/09/2022 at 11:00 a.m.**

Onsite visits shall be carried out under the supervision of ATTIKO METRO S.A. representatives and/or Consultants. During onsite visits, the representatives of ATTIKO METRO S.A. are not under the obligation to respond to questions.

Onsite visits shall be effected based on the principles of equal treatment, non-discrimination and transparency. To this end, the rules and the procedures related to onsite visits shall be copied to the Interested Parties in due time.

2.1.5.2 The following information data shall be available to the Bidders for overview at ATTIKO METRO S.A. Premises, further to their relevant written request, to be filed in Greek, through the ESIDIS system, at the latest up to **23/09/2022 at 11:00 a.m.**

- The alignment of the base line and of the Extension to Kalamaria (horizontal layouts and longitudinal sections).
- Drawing Office Manual, structural analysis of Project works and codification of equipment.
- Architectural drawings of stations for the Base Project and the Extension to Kalamaria, including plan views and sections of all levels.
- Architectural drawings of the Depot buildings, i.e.
 - a. Train stabling, maintenance and repair,
 - b. Trackwork maintenance and repair,
 - c. E/M equipment maintenance and repair,
 - d. Operation Control Center,
 - e. Administration.
- Structural drawings of the stations of the Base Project, the Depot and the Extension to Kalamaria.
- E/M installation drawings of the stations.
- E/M installation drawings of the Depot.
- Details of stations' technical rooms.

2.1.6 Language of the Contract conclusion procedure

The Documents related to the Contract conclusion procedure have been drafted in the Greek and English language.

In case of discrepancies among the sections of the documents of the contract that have been compiled in more languages, then the Greek version shall prevail.

Any preliminary appeals shall be filed in the Greek language.

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The Offers, all information contained therein, as well as the documentation proving that there are no reasons for the bidder's disqualification and that the qualitative selection criteria are indeed fulfilled shall be compiled in the Greek language or they shall be accompanied by their official translation in the Greek language.

As regards public and private foreign documents, they shall be accompanied by their translation in Greek authenticated either by the person in charge, in line with the provisions of the national legislation, or by a person in charge of the country in which the subject documents have been compiled.

Information and technical leaflets and other print outs – corporate or not – with special technical content, i.e. print outs containing technical characteristics, such as numeric figures, conversions into international units, mathematic formulae and drawings, that can be read in any language and their translation is not necessary, can be submitted in the English language and may not necessarily be accompanied by a translation into Greek.

Any type of communication with ATTIKO METRO S.A. shall be necessarily in the Greek language.

2.1.7 Guarantees

The letters of guarantee provided for in term 2.2.3 herein shall be issued to ATTIKO METRO S.A. by acceptable Credit Institutions.

The letters of guarantee can also be issued by E.T.A.A. – T.M.E.D.E. or be provided by depositing a trust of an equal amount or bonds of equal value to the Trusts and Loans Fund, in line with article 4, PD dated 30.12.1926/03.12.1927. If a trust is created by depositing a securities deposit note at the Trust and Loans Fund, the coupons or dividends expiring during the validity period of the letter of guarantee shall be returned upon their expiry to the beneficiary economic operator in favour of which the letter of guarantee has been issued.

The letters of guarantee shall be issued by one or more issuing entities, irrespective of their amount, at the choice of the economic operator.

In case of an Association of Persons or Association of Economic Operators Association, the letters of guarantee shall also include the condition that they cover the obligations of all economic operators participating in the association. In this case, more than one letters of guarantee can be issued, which shall cumulatively cover the total amount of the guarantee, provided that each of these Letters of Guarantee is issued in favour of all Members of the Association and not in favour of separate individual Members.

These guarantees shall include at least the following items, namely: a) issuing date, b) issuing entity, c) ATTIKO METRO S.A details, d) number of guarantee, e) the amount that the subject guarantee covers, f) full title, Tax number and address of the Bidder in whose favor the guarantee is issued (in case of an Association, all aforementioned details shall be provided for each member of the Association), g) the following terms, i.e.: aa) the guarantee is provided irrevocably and unreservedly and the issuing entity waives its rights to make use of the benefit of division and discussion and bb) If this guarantee becomes payable, the relevant amount shall be subject to the applicable stamp duty, h) the details of the Invitation and the Deadline for the Submission of Offers, i) the expiry date or the validity time period of the guarantee, j) the obligation, on the part of the issuing entity, to pay the amount of the guarantee either in part or in total within a five (5) – day period further to a written notice transmitted by the entity whom the subject guarantee is addressed to, and k) as concerns good performance and advance payment letters of guarantee, the number and the title of the Contract. Case aa' of previous clause g' is not applicable to the guarantees provided through the Trusts and Loans Fund bond.

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ATTIKO METRO S.A. shall communicate by letter with the issuing entities of the letters of guarantee, so that they confirm in writing their validity.

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 Courts of Athens per the Greek Law, in case any difference arises.

2.1.8 Protection of the rights of the (personal) data subject (GDPR)

ATTIKO METRO S.A., in its capacity as head of processing, notifies the physical entity signing the offer as the bidder or the legal representative of the bidder, that ATTIKO METRO S.A. and/or third parties, by order and on behalf of it, shall process the following data as follows:

1. The scope of processing is personal data included in the envelopes of the offer and the proof of evidence, which are submitted to ATTIKO METRO S.A. in the framework of this Tender by the physical entity being the bidder or the legal representative of the bidder.
2. 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, and, in general, the security and protection of transactions. Information on personal data and communication shall be used by ATTIKO METRO S.A. to notify the bidders about the evaluation of the Offers.
3. The recipients, to whom data stipulated above 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, members of the Tender Committee, operators of the electronic tender 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 Interested Parties, in the framework of the principle of transparency and of provisions on the right to legal protection of the participants in the Tender.
4. The data shall be kept for a time period equal to the duration related to the execution of the Contract and after its expiry for a time period of five (5) years, for future tax/financial audits or audits to funding authorities or other audits/controls provided for by the applicable legislation, unless the legislation foresees a different period during which the subject data will be kept. In case of *lis pendens* as regards the Contract, data shall be kept until the end of the *lis pendens*. Upon expiry of the aforementioned periods, personal data shall be destroyed.
5. The physical entity, who is either the Interested Party or the legal representative of the Interested Party, can exercise every legal right of his as regards personal data concerning him, and more specifically, the access right, the right of rectification or completion, the right to erasure, the right to restriction of processing, the right to portability and the right to object to processing by submitting a request addressing himself to ATTIKO METRO S.A.'s person in charge responsible for personal data protection. These rights do not apply if the conditions set out in the General Data Protection Regulation are met. They also have the right to appeal to the competent supervisory authority (for Greece, the Data Protection Authority [www.Dpa.gr]).
6. 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

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destruction, accidental loss, alteration, forbidden propagation or access by any entity whatsoever, and against any other form of unauthorized processing.

2.2 Eligible to participate – Qualitative Selection Criteria

2.2.1 Eligible to participate

1. Eligible to participate in the Contract conclusion procedure shall be physical or legal entities, and in case of Associations, its Members, established:

- a) in a member – state of the European Union,
- b) in a member – state of the European Financial Area (EFA),
- c) in third countries which 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 item c and have concluded a bilateral or multilateral agreement with the European Union in issues related to public contracts awarding procedures.

Companies or entities that reside or have their statutory or actual establishment or are established in non-cooperative states, as these are determined in the Income Tax Code, article 65 (Law 4172/2013, as applicable) and are listed in the Decision of the Minister of Finance issued in line with the subject provisions, shall not be eligible to participate in the Tender either individually or as members of Associations of Persons or of Economic Operators.

2. The Economic Operators can participate either individually or as a Member of an Association of Persons or of Economic Operators. Associations of Persons or Associations of Economic Operators shall not be obliged to be vested with a specific legal form in order to submit their offers. In case an offer is submitted by an Association of Persons or of Economic Operators, all members of the subject Association shall be jointly and severally liable before ATTIKO METRO S.A. If the Contract is awarded to an Association of Persons or of Economic Operators, the Members of the subject Association are under the obligation to set up a *societe anonyme*, in line with the provisions of article 1, paragraph 4 Law 3389/2005; in any case, the Members fulfilling the technical competence related criteria, as regards the operation of the Thessaloniki Metro, shall keep a participation percentage of at least twenty five per cent (25%) in the share capital of the Special Purpose Company.

3. If an Offer is submitted by an Association of Persons or of Economic Operators, the Member of the subject Association that fulfils the technical competence criteria, as regards the operation of the Thessaloniki Metro (in line with term 2.2.6.1 herein), and holds a percentage of participation in the Association equal to twenty five per cent (25%), shall appoint the Common Representative. The Common Representative shall be lawfully authorized by the remaining members of the Association to represent the latter before ATTIKO METRO S.A. throughout the duration of the Tender. This Member ought to keep a participation percentage of at least twenty five per cent (25%) in the share capital of the Special Purpose Company, throughout the Contract duration.

4. In order to avoid any conflict of interests and/or any distortion of competition, every physical or legal entity shall be entitled to participate in the tendering process through the submission of one (1) Offer, either individually or as a Member of a Bidding Scheme or as a third / cooperating party, in the sense of the provisions stipulated in article 307 of Law 4412/1016 and in line with term 2.2.8 of this document. In case an affiliated undertakings of a Bidder (or in case of an Association, an affiliated undertakings of a Member of the subject Association) submits a separate (distinct) Offer (in other words, if it participates in the tender

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as a separate (distinct) Bidder) or if it participates in the Tender as a Member of (another) Association of Persons or of Economic Operators, then the Bidders are under the obligation to prove that the Offers submitted have not been affected one another; otherwise, ATTIKO METRO S.A. shall be entitled to disqualify one or more of the aforesaid Bidders.

2.2.2 Principles Applicable to the Contract conclusion procedure

Interested parties shall commit themselves to:

- a) adhere and continue to adhere during the execution of the Contract, if selected, to their obligations, as these ensue from the provisions of the environmental, social-security and labour legislation, established in line with the European Union Law, the Greek legislation, collective labour agreements or international provisions of environmental, social-security and labour law, listed in Annex X, Appendix A, of Law 4412/2016. Adherence to the subject obligations shall be checked and verified by the bodies supervising the execution of public contracts and by the public authorities in charge and the services acting within the limits of their responsibility and competence.
- b) refrain from acting in a fraudulent, illegal or undue manner throughout the awarding procedure but also during the Contract execution stage, in case of being selected, and to
- c) introduce all appropriate measures to ensure the confidentiality of the information designated as such.

2.2.3 Participation Letter of Guarantee

2.2.3.1 For ensuring their lawful participation in the procedure related to the conclusion of this contract, the Bidders participating in the tender shall submit, along with their Offer, in line with the terms of paragraph 1a, article 302, law 4412/2016, a Participation Letter of Guarantee against an amount of Five million **eight hundred forty thousand EURO (EURO 5,840,000.00)**. The amount of the Letter of Guarantee corresponds to two per cent (2%) of the net present value of the contract, VAT excluded, by rounding up the second decimal.

The Participation Letter of Guarantee shall be in accordance with the Samples of annex II herein, attached hereto and shall include, as a minimum the information referred to in term 2.1.7 above.

In case the Letter of Guarantee cannot be issued in Greek because the Acceptable Credit Institution does not operate in Greece, the Letter of Guarantee shall be issued in English, as per the Sample of Annex II of this Invitation and shall be accompanied by an official translation in Greek.

In case of Persons or Economic Operators Association, the letters of guarantee shall include the term that the guarantees cover the obligations of all economic operators participating in the association.

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 2.4.5 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 they expire.

The original copies of the participation letters of guarantee, with the exception of the letters of guarantee issued electronically, shall be submitted in a sealed envelope at the care of the Bidder, at the latest prior to the deadline and the time set for the unsealing of the offers, as specified in term 1.5 of this document; otherwise, the Offer shall be rejected as unacceptable, further to the Tender Committee's opinion.

In the event of essential errors as regards the minimum information referred to in term 2.1.7, that the Participation Letter of Guarantee must include the Offer of the Bidder shall be rejected as unacceptable. In case of obvious formal errors due to obvious clerical errors (e.g. verbal and phraseological deviations from

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the Sample attached hereto, the Tender Committee shall call upon the Bidder to submit a Letter of Guarantee for Participation, compliant with the Sample, within the deadline to be set by the Tender Committee.

Bidders failing to comply with the invitation of the Committee shall be disqualified from the tender procedure.

The offer of a Bidder who has failed to submit the Participation Letter of Guarantee foreseen by the Documents pertaining to the Contract conclusion procedure shall be rejected as inadmissible further to the Tender Committee relevant opinion. The decision to reject the offer of the bidder on the grounds of the previous clause shall be issued before any other decision is made concerning the evaluation of the offers of the pertinent contract award procedure.

2.2.3.2 The Participation Letter of Guarantee shall be returned to the Contractor upon the submission of the Good Performance Letter of Guarantee.

The Participation Letter of Guarantee shall be returned to the remaining Bidders, in line with the stipulations of article 302, Law 4412/2016.

2.2.3.3 The Letter of Guarantee for Participation becomes payable if the Bidder: a) withdraws his Offer during its validity period, b) provides in his knowledge false data or information referred to in terms 2.2.4 up to 2.2.7, c) fails to make available in due time the back-up documentation foreseen by the Contract (terms 2.2.9 and 3.2), d) does not show up in due time to sign the Contract, e) submitted an unsuitable offer in the sense of case 46, paragraph 1, article 2, Law 4412/16, as applicable, f) in the cases of paragraphs 3, 4, and 5, article 103, Law 4412/16, g) does not respond to ATTIKO METRO S.A.’s relevant request to explain wither the price or the cost of his offer within the deadline set and the his offer is rejected, h) in the cases of paragraphs 3, 4, and 5 of article 103 Law 4412/2016 about inviting the provisional contractor to submit the back-up documentation, if, during the pertinent review of the aforesaid back-up documentation, it is ascertained that the information declared in the ESPD is intentionally deceptive or that false proof of evidence has been submitted or if the above back up documentation, submitted lawfully and in due time, do not prove that the disqualification grounds do not apply or that (one or more) requirements for fulfilling the qualitative selection criteria are met.

2.2.4 Reasons For Disqualification

A Bidder 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 for Association of Persons or Economic Operators) included in this article, namely:

2.2.4.1 If there is a final decision against the economic operator for any of the offences stipulated in terms 2.2.4.1a up to 2.2.4.1f.

- a) Participation in a criminal organization, as this is defined in article 2 of the Council Framework Decision 2008/841/JHA dated October 24th 2008, on the fight against organized crime (EEL 300 dated 11.11.2008 page 42) and the offences stipulated in article 187 of Penal Code (criminal organization).
- b) Active bribery, as this is defined in article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union (EE C 195 dated 25.06.1997 page 1) and in paragraph 1, article 2 the Council Framework Decision 2003/568/JHA dated July 22nd 2003 on combating corruption in the private sector (EE L

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192 dated 31.07.2003, page 54), and as stipulated in the national law of the Bidder, and the offences stipulated in articles 159A (bribery of politicians), 236 (bribery of public officials), 237 paragraph 2-4 (bribery of court officials), 237A paragraph 2 (trading in influence), 396 paragraph 2 (bribery in the private sector) of the Penal Code.

- c) Fraud affecting the Union's financial interests, in the sense of articles 3 and 4 of Directive (EU) 2017/1371 of the European Parliament and the Council of the European Union of 5 July 2017 on the fight against fraud to the Union's financial interests by means of criminal law (L 198/28.07.2017), and the offences stipulated in articles 159A (bribery of politicians), 216 (forgery), 236 (bribery of public official), 237 paragraph 2-4 (bribery of court officials), 242 (false statement, distortion, etc.), 374 (aggravated theft), 375 (embezzlement), 386 (fraud), 386A (computer fraud), 386B (subsidy fraud), 390 (malpractice) of the Penal Code and of articles 155 et seq. of the National Customs Code (L. 2960/2001, A 265), when these are targeted against the financial interests of the European Union or violate them, as well as the offences specified under articles 23 (cross-border VAT fraud) and 24 (subsidiary provisions on the protection of the financial interests of the European Union by criminal law) of Law 4689/2020 (A 103).
- d) Terrorist offences or offences linked with terrorist activities, as respectively defined in articles 3-4 and 5-12 of Directive (EU) 2017/541 of the European Parliament and of the Council of 15 March 2017 on combating terrorism and replacing Council Framework Decision 2002/475/JHA and amending Council Decision 2005/671/JHA (EU L 88/31.03.2017) or inciting or aiding or attempting to commit an offence, as specified in article 14 of the Directive, and the offences stipulated in articles 187A and 187B of Penal Code, and the offences of articles 32-35 of Law 4689/202 (A 103).
- e) Money laundering or terrorist financing, as defined in article 1, Directive 2015/849 of the European Parliament and European Council dated May 20th 2015, on the prevention of the use of the financial system for the purpose of money laundering or terrorist financing, the amendment of EU Regulation No. 648/2012 of the European Parliament and European Council, and repealing Directive 2005/60/EC of the European Parliament and European Council and Commission Directive 2006/70/EC (EE L 141/05.06.2015) and the crimes mentioned in articles 2 and 39 of Law 4557/2018 (A' 139).
- f) Child labour and trafficking in human beings, as defined in article 2, Directive 2011/36/EU of the European Parliament and European Council dated April 5th 2011, on preventing and combating trafficking in human beings and protecting its victims, and replacing Council Framework Decision 2002/629/JHA of the European Council (EE L 101 dated 15.04.2011, page 1), and the crimes mentioned in article 323A of the Penal Code (human trafficking).

Especially, in the aforementioned cases 2.2.4.1a up to 2.2.4.1f the obligation for the Bidder 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 Bidder or has powers of representation, decision or control therein. The obligation of the aforementioned clause concerns the following:

- In the case of Limited Liability Companies (Ltds), General Partnership (GP) and Limited Partnership (LP) Companies, and Private Capital Companies, the obligation of the previous clause applies to the Administrators.
- In cases of Societe Anonymes (SAs), the obligation of the previous clause applies – as a minimum- to the Managing Director, all members of the Board of Directors, as well as to the persons assigned, by virtue of the statutes or a decision of the BoD or an authorization

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provided by the Managing Director, with the entire management and representation of the company.

- In case of cooperation, the obligation of the previous clause applies the members of the Board of Directors.
- In the remaining cases of legal entities, the obligation of the previous clauses applies to their legal representatives.

If in the above cases (a) to (f) the disqualification period stipulated above 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.

2.2.4.2 Any Bidder is disqualified from participating in this procedure related to the contract conclusion in the following cases:

- a) If the subject Bidder has not fulfilled his obligations concerning the payment of taxes or social security contributions and that he has been the subject of a final binding judgment or administrative decision, in line with the legal provisions of the country in which he is established or in line with the legislation of the country of the awarding authority.
- b) If ATTIKO METRO S.A. can prove - using the appropriate means - that the Bidder has not fulfilled his obligations regarding the payment of taxes or social security contributions.

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

The obligations deriving from cases a' and b' of term 2.2.4.2 above are considered as not defaulted if they are not due, or if they have been subjected to a binding settlement, which is adhered to. In this case, the Bidder 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 Bidder 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.

Cases a' and b' of term 2.2.4.2 above shall cease to apply when the Bidder 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.

2.2.4.3 Any Bidder shall be disqualified from participating in the subject contract conclusion procedure in any of the following conditions, namely:

- a) If the Bidder has breached the obligations, as these ensue from paragraph 2, article 253 of Law 4412/16 concerning principles applied in the public contract conclusion procedures.
- b) If the Bidder is under bankruptcy, or is under 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 is under a consolidation and does not meet the relevant conditions or if he is in any similar situation deriving from similar processes foreseen in national law provision.

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- c) If, under the reservation of paragraph 3.b, article 44 of Law 3959/2011 (A'93) related to penalties and other administrative consequences, ATTIKO METRO S.A. provides sufficient reasonable proof leading to the conclusion that the Bidder has concluded agreements with other economic operators with the aim to cause distortion of competition.
- d) If there is a conflict of interests in the sense of article 262, Law 4412/16 concerning conflict of interests, that cannot be addressed through less intrusive means.
- e) If in the framework of previous participation of the Bidder in the preparation of the contract conclusion procedure there had been distortion of competition, in line with the provisions of article 280, Law 4412/16, as applicable, concerning previous involvement of candidates or bidders, that cannot be addressed through less intrusive means.
- f) If during the execution of a public contract, the Bidder 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 or other similar penalties.
- g) If the Bidder has been found guilty by intent of serious deceptive 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 79 of Law 4412/16 concerning the European Single Procurement Document (ESPD).
- h) If the Bidder attempts to affect in an unlawful manner the decision making process of ATTIKO METRO S.A., to obtain confidential information that may grant him an unfair advantage in the public contract conclusion provision or to provide in a deceptive manner misleading information that may effectively affect the decisions related to the disqualification, the selection of the Contractor or the award of the tender.
- i) If ATTIKO METRO S.A. can prove through the appropriate means that the Bidder has committed a grave professional misconduct which questions his integrity.

If the disqualification period has not been determined through a final decision, in the aforementioned cases (a) to (i), this period rises to three (3) years as of the date of issuance of an act certifying the relevant incident.

- 2.2.4.4** A Bidder shall be disqualified from the subject contract signing procedure if the preconditions to implement paragraph 4, article 8 Law 3310/2005, as in effect, apply to the subject Bidder (national reason for disqualification).

The related obligations concern Societes Anonymes that submit an offer individually or as members of an association, or that participate in the share capital of another legal entity submitting an offer, or other foreign legal entities corresponding to a Societe Anonyme.

Exempted from the above are the following: a) companies registered in the Stock Exchange of member-states of the European Union or the Organization for Economic Cooperation and Development (OECD), b) companies whose voting rights are controlled by one or more investment firms, asset/fund managers, or private equity firms, on condition that these last companies control in total a percentage exceeding seventy five per cent (75%) of the voting rights

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and are supervised by Securities and Exchange Commissions (SEC) or other competent financial authorities of member-states of the European Union or OECD.

- 2.2.4.5** A Bidder to whom, the horizontal penalty clause for disqualification has been imposed - in line with the applicable legislation and for the time period it determines -, shall be disqualified from the subject contract conclusion procedure.
- 2.2.4.6** ΑΤΤΙΚΟ ΜΕΤΡΟ S.A. shall disqualify any Bidder, 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.
- 2.2.4.7** Any Bidder falling under the cases referred to in terms 2.2.4.1 and 2.2.4.3, except for case 2.2.4.3b, 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 (self-cleaning measures). If this information is deemed to be sufficient, then the Bidder shall not be disqualified from the contract conclusion procedure.

To this effect, the Bidder proves that he has paid or has committed himself to pay compensation for damage caused due to penal offence or misconduct, has clarified the facts and conditions in a comprehensive manner via active cooperation with the investigating authorities, and has introduced specific technical and organizational measures, as well as suitable measures -at personnel level- in order to avoid any further penal offences or misconducts.

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 Bidder.

Any Bidder who is disqualified from the contract conclusion procedure or concession award procedure by virtue of an irrevocable decision cannot make use of the option provided based on the above during the disqualification period specified in the aforesaid decision in the member-state in which this decision applies.

The decision made by ΑΤΤΙΚΟ ΜΕΤΡΟ S.A. for ascertaining the sufficiency or not of the recovery measures, in line with this term, shall be issued in line with the stipulations of paragraphs 8 and 9 of article 73, Law 4412/2016.

- 2.2.4.8** Excluded from the participation in the procedure for the conclusion of this contract shall be:

- a) Russian nationals or physical or legal entities, bodies or operators established in Russia
- b) legal entities, bodies or operators whose ownership rights are directly or indirectly held by more than 50% by entities stated under a) above
- c) physical or legal entities, bodies or operators acting in the name of or by instruction of an entity stated under items (a) and (b) above.

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Selection Criteria

2.2.5 Financial and credit competence

As regards the financial and credit competence related to the Contract conclusion procedure, the Bidders are required to fulfill the following particular criteria per category:

2.2.5.1 In case of legal entities (with the exception of the next case 2.2.5.2), their average (consolidated) annual equity (net position) (calculated either as the total consolidated fixed assets minus the total consolidated liabilities, in case of consolidation, or as the total fixed assets minus the total liabilities), for the last three (3) audited fiscal years, must amount to at least fifty million (50,000,000.00 €) Euro.

The term about consolidated financial statements, referred to herein, is applicable to the Bidder which is a parent company and compiles consolidated financial statements. In this case the credit and financial competence of the Bidder shall be checked on the basis of the consolidated statements.

2.2.5.2 In case of legal entities, which are private equity firms/funds, these must own committed, non-disbursed funds and un-invested capital during the last fiscal year, before the Offers Submission Date, amounting at least to fifty million (50,000.000.00€) Euro, in accordance with the most recent audited financial statements (or consolidated financial statements, on a per case basis) or the reports of their auditors or a certificate ratified by auditor reports or certificate ratified by an auditor issued within thirty (30) calendar days prior to the Offers Submission Date. ATTIKO METRO S.A. is entitled to request the auditor's report or the certificate mentioned above, even if the Bidder has already submitted his financial statements.

The term about consolidated financial statements, referred to herein, is applicable to the Bidder which is a parent company and compiles consolidated financial statements. In this case the credit and financial competence of the Bidder shall be checked on the basis of the consolidated statements.

2.2.5.3 In case of physical entities, these must own and possess liquid assets that can be converted into cash and are free from all encumbrances, whose total market value amounts to at least fifty million (50,000.000.00€) Euro. In order to calculate the net private property of a physical entity, the following shall be taken into account:

- (a) Cash deposits in a Bank or in any other credit institution,
- (b) Liquid transferable securities.

2.2.5.4 In case of Associations of Persons or Associations of Economic Operators, the weighted average worth, calculated as the sum of the relevant parameter, in accordance with the stipulations of term 2.2.5.1 above, for each member of the Association of Persons and depending on its participation percentage (*pro rata*) in the Association (according to annex IV) must amount to at least fifty million (50,000.000.00€) Euro.

2.2.6 Technical and professional competence

As regards the technical and professional competence related to the Contract conclusion procedure, the Bidder is required to possess experience in the operation and maintenance of Metro networks, in accordance with the paragraphs 2.2.6.1 and 2.2.6.2, as well as the additional requirements of paragraph 2.2.6.3, as follows:

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2.2.6.1 Experience in the operation of Metro networks with fully automated driverless trains

For at least three (3) consecutive years for the last ten (10) years until the Offer Submission Date, the Bidder must have provided operation services in a Metro Line(s) with the following characteristics:

- i. The Project Line(s) must be at least ten (10) km long.
- ii. At least ten (10) stations must be underground.
- iii. The train fleet consists of at least twenty (20) trains.
- iv. The ridership is at least twelve thousand (12,000) passengers/hour/direction.
- v. The Project's entire network must operate based on a fully automated driverless system, a Train Control System of CBTC type, including also the operation of the electromechanical and railway systems.

In case the aforementioned experience derives from the Bidder's participation in previous Association of Persons or of Economic Operators, the subject participation must be at least 50%.

In case of Association of Persons or Economic Operators, the aforesaid required experience must be fulfilled by at least one member of the association.

2.2.6.2 Experience in the maintenance of Metro networks

For at least three (3) consecutive years for the last ten (10) years until the Offer Submission Date, the Bidder must have executed in a Metro network, the following maintenance works concerning:

- i. Trackwork, in a ten (10) km-long Line / Lines network as a minimum (trackwork 2x10Km), out of which at least 10kms of trackwork shall be underground.
- ii. Civil works and architectural finishes, in which at least ten (10) stations shall be underground.
- iii. The entire equipment of E/M and railway systems (including the Automatic Fare Collection System – AFCS) in the network described in case 1.i above, as a minimum.
- iv. The train fleet including at least twenty (20) trains, equipped with fully automated driverless system and CBTC Train Control System.

In case of Association of persons or economic operators, the aforesaid requirements must be fulfilled by at least one member of the association.

2.2.6.3 Additional requirements

The Bidder is required to be certified per ISO 9001:2015 by an Accredited Certification Organization.

In case of Association of Persons or Economic Operators, the aforesaid requirement must be fulfilled by each Member of the Association, in its field of business activities.

2.2.7 Competence for exercising professional activities

The professional (business) activities of the economic operators participating in the procedure for the conclusion of the contract must be similar to its scope.

More specifically:

- The economic operators established in a member – state of the European Union must be registered in one of the Professional Registries kept in the country where they are established or fulfil any other requirement, as determined on Annex XI, Addendum A' of Law 4412/2016.
- The economic operators established in a member – state of the European Union Financial Area (EFA) or in third countries that have signed and ratified the Public Procurement Agreement (PPA) or in third countries that do not fall under the above case and have concluded bilateral or multilateral

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agreements with the European Union on issues related to public contract awarding procedures must be registered in the respective Professional Registries.

- the economic operators established in Greece, must be registered in the pertinent professional registry (relevant professional chamber or other equivalent organization or professional union), if, in line with the applicable legislation, their registry constitutes a prerequisite for the service under award.

In case of an Association of Persons or of Economic Operators, the aforesaid requirements must be covered by each Member of the Association.

2.2.8 Relying on third party competence – Subcontracting work

2.2.8.1 Relying on Third Party Competence

Bidders can, as regards the economic and financial (credibility) criteria, rely on the capacities 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.

As regards the criterion related to the technical and professional capacity, reliance on the capacities of other operators is not permitted in view of fulfilling the criterion for the operation of Metro networks, as this is specialized in term 2.2.6.1 herein. On the contrary, it is allowed for the participating bidders to rely on the capacity of other operators in view of fulfilling the criterion related to the experience in maintaining metro networks, as specialized in term 2.2.6.2 herein. In this case, they must prove that the necessary resources will be available to them, by submitting the relevant commitment, on the part of the operators on the capacity of whose they rely.

In case the Bidders rely on the capacities of other operators, as regards the economic and financial (credibility) criteria, 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 Persons or of Economic Operators can rely of the capacities of those participating in the Association or on other economic operators.

In case a Bidder relies on the competence of other entities, those entities, on whose competence the economic operator relies, must prove that the reasons for disqualification mentioned in term 2.2.4 herein are not valid and that they meet the selection criteria on a per case basis.

The Bidders, as concerns the economic operators whose qualifications they invoke, shall incorporate in the sub-envelope “Participation Supporting Documents – Technical Offer” the ESPD and the Legal Statement referred to in article 2.4.3 (c) herein.

In order to prove the borrowed experience, bidders must submit in the “Awarding Back-up Documentation” the documentation required as per paragraph B.7 of term 2.2.9.2 of this Invitation, as regards the aforesaid third party.

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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ATTIKO METRO S.A. shall require the Bidder to replace an operator who does not fulfil the relevant selection criterion stipulated herein, or who is not subject to any of the disqualification cases stipulated in article 2.2.4 herein. The operator is replaced following ATTIKO METRO S.A.’s invitation to the economic operator, by action “On Line Discussions” of ESIDIS, within thirty (30) days from the date that the subject invitation has been notified to the economic operator, for any third party on whose capacities it relies, in the framework of the same contract award procedure. The operator who replaces the operator mentioned in the previous clause is not allowed to be replaced anew.

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 procedure stipulated in term 3.2, related to the bidder whose offer comes next, i.e. it is the most advantageous one shall be followed.

The statements and documentation of the provisional contractor and of the third parties relating to the invocation of third party 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.

2.2.8.2 Sub-contracting work

The sections of the contract that may be assigned to subcontractors are referred to in article 14.1.5 of the Partnership Contract.

The Bidder states in his offer the part of the contract that he intends to award -in the form of sub-contracting work to third parties, as well as the sub-contractors that he proposes, in case he is aware of it in the current phase.

In case the Bidder states in his Offer that he intends to assign part(s) of the Contract on a sub-contracting basis to third parties regardless of the percentage of the overall value of the Contract, then ATTIKO METRO S.A. must verify that the reasons for disqualification mentioned in term 2.2.4 herein are not applicable, as far as the sub-contractors are concerned, and that they have the respective qualifications to execute the scope of the Contract they undertake, as stated in the European Single Procurement Document (ESPD).

The Bidder must replace a sub-contractor if there are reasons for disqualifying him as mentioned in the aforementioned term 2.2.4 and if he does not have the respective qualifications for the execution of the scope of the Contract he undertakes.

2.2.9 Proof of qualitative selection

The eligibility and the terms and conditions of participation, as specified in terms 2.2.1 to 2.2.8 of this Document, are assessed:

- a) at the time the offer is submitted through the submission of the ESPD, as per the stipulations of term 2.2.9.1,
- b) when the back-up documentation stipulated in term 2.2.9.2 is submitted and
- c) at the time when the Legal Declaration is examined in line with stipulations of case d’, paragraph 3, article 316, Law 4412/16 on the award and conclusion of a contract.

Economic operators ought to see to the timely issuance of the required back up documents (especially those, whose issuance cannot be effected at a later stage) in order to fulfill the aforesaid requirements.

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If changes occur to the preconditions that the bidders declared to meet, in line with article 79, Law 4412/16, which (changes) occur or which the bidders will be aware of after the filling in of the ESPD until the date of the written invitation for the contract conclusion, bidders must advise ATTIKO METRO S.A. accordingly without any delay whatsoever.

ATTIKO METRO S.A. reserves its right to request any other document deemed necessary upon reviewing 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 ATTIKO METRO S.A. is entitled to seek the cooperation of the responsible authorities. The request for the provision of information may concern legal and/or physical entities, possibly including, 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.

2.2.9.1 Preliminary proof when submitting Offers

As a preliminary proof and in order to certify that a) they are not falling under the case/cases stipulated in term 2.2.4, and b) they fulfill the selection criteria mentioned in terms 2.2.5, 2.2.6 and 2.2.7 herein, when submitting their Offer, the Bidders must file, as back up document for participation, the ESPD provided for in article 79, paragraphs 1 and 3 of Law 4412/2016, which constitutes an updated Legal Statement bearing the consequences of Law 1599/1986, in line with the provisions of term 2.4.3b.

2.2.9.2 Means of Evidence

A. In order to prove that the disqualification grounds, per term 2.2.4, do not apply and that the criteria for the qualitative selection, per terms 2.2.5, 2.2.6 and 2.2.7, are fulfilled, the Bidders shall submit the backup documentation stipulated in this article. The subject documentation shall be submitted, as per the stipulations of term 3.2, by the Provisional Contractor.

At any time during the tendering process, ATTIKO METRO S.A. may request the Bidders to submit a number of or all back up documents, if this is required for the correct conduct of the procedure.

ATTIKO METRO S.A. is entitled, at any point throughout the procedure in question, to disqualify any Bidder from the tender if it is proven that, due to his actions or omissions, he has fallen or falls - either prior or during the subject procedure - under the cases described in the previous terms:

- a) it is in one of the situations described in article 2.2.4 herein,
- b) it does not fulfill the relevant selection criteria that have been specified, as per articles 2.2.5, 2.2.6 and 2.2.7 herein.

The backup documentation stipulated herein shall be submitted and be accepted, in line with terms 2.4.2.5 and 3.2 herein.

The backup documentation shall be compiled in Greek or they shall be accompanied by an official translation in Greek, according to term 2.1.6.

It is stressed that accepted shall be:

- **affidavits, should they have been compiled up to three (3) months prior to their submission,**

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- **legal statements, should they have been compiled after the notification of the invitation for the submission of back up documentation. It is not required for legal sstatements to bear an authentication of the signature.**

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 Bidder. 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.

In case of an Association of Persons or Economic Operators, the obligation for the submission of all aforementioned documentation, certificates and legal statements stands separately for each economic operator participating in the Association.

B.1. In order to prove that the reasons for disqualification specified in term 2.2.4 do not apply, Bidders shall submit the following supporting documents:

If the member–state or country responsible for the issuance of the above does not issue such documents or certificates, or if these documents or certificates do not cover all cases under terms 2.2.4.1 and 2.2.4.2, cases (a) and (b) and case (b) of term 2.2.4.3 herein, then the said documents or certificates 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 Bidder before a responsible Judicial or Administrative Authority, a notary public or a responsible professional or commercial entity of the Bidder’s member-state or country of origin / installation. Whenever deemed necessary, the responsible Public Authorities provide an Official Statement whereby it is stated that the documents or certificates presented in this term are not issued, or that these documents do not cover all cases mentioned above in terms 2.2.4.1 and 2.2.4.2, cases (a) and (b) and case (b) of term 2.2.4.3. The Official statements shall be made available through the e-Certis, stipulated in article 81 Law 4412/2016.

In particular, Bidders shall submit:

a) As regards term 2.2.4.1 herein, an extract of the relevant record, such as the penal record or, in lack thereof, an equivalent document issued from the competent judicial or administrative authority of the member-state or of the country of origin or of the country of establishment of the Bidder, proving that the required preconditions are met, issued up to three (3) months prior to its submission.

The obligation for the submission of the aforesaid extract concerns also the members of the administrative, management or supervisory body of the Bidder or the persons with power of representation, decision making or control, as per the particular stipulations of term 2.2.4.1.

b) As regards term 2.2.4.2 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 subject certificate has to be in effect at the time it is submitted, or if its validity period is not indicated therein, the said certificate must have been issued up to three (3) months prior to its submission.

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In particular, the bidders having established in Greece must submit the following supporting documents:

- i)** A Tax Clearance Certificate issued by the Independent Authority for Public Revenue (I.A.P.R.), in order to prove they have fulfilled their tax obligations, stipulated in term 2.2.4.2 case a'.
- ii)** A certificate issued by e-EFKA.), in order to prove they have fulfilled their obligations before the Social Security Organizations, stipulated in term 2.2.4.2 case a'.
- iii)** In addition to the aforesaid certificates, a Legal Statement that no final and binding court or administrative decision has been made against the bidders for breaching his obligations as regards payment of taxes or social security contributions, as concerns term 2.2.4.2 case a'.
- c)** A certificate issued by the competent authority of the member-state or state that must have been issued up to three (3) months prior to its submittal, as concerns term 2.2.4.3 case b'.

In particular, the bidders having established in Greece must submit the following supporting documents:

- i)** A Single Certificate of Judicial Solvency must be issued by the responsible Court of First Instance indicating that they are not under bankruptcy, bankruptcy settlement, or under cohesive administration or judicial liquidation or under compulsory administration. Especially as regards Private Limited Companies (IKE), a certificate by General Electronic Commercial Registry (GE.MI.) about non-issuance of a decision for dissolution of legal entities or about the filing of a petition for dissolution of legal entities must be issued. As regards Limited Liability Companies (EPE), a certificate for changes must also be submitted.
- ii)** A GEMI certificate proving that the legal entity has not been dissolved or has not been under dissolution, by virtue of the partners' decision.
- iii)** A print out of the "Register / Enterprise Data" using the electronic platform of the I.A.P.R, as these data are shown in taxinet, proving non-suspension of any business activities.

The Single Solvency Certificate shall be issued by the competent Court of First Instance – as concerns unions - by the City (Magistrate's) Court for the time period extending up to 31.12.19 and by GEMI for that date onwards - as concerns co-operations.

- d)** As concerns term 2.2.4.3. case i', a certificate issued by the responsible Authority (Professional Registry or the corresponding Chamber) of the relevant member-state or country that no professional offence for which a disciplinary penalty was imposed has been committed.

Economic operators for which a disciplinary authority does not exist shall submit a Legal Statement certifying that there is no disciplinary authority and that they have not committed any serious professional offence whatsoever.

- e)** As regards the remaining cases of term 2.2.4.3, a legal statement of the bidder certifying that there are not any reasons in effect leading to his disqualification.
- f)** As regards term 2.2.4.5, a legal statement of the bidder certifying that an horizontal penalty clause for disqualification has not been imposed to him, in line with the provisions of the applicable legislation.
- g)** As concerns term 2.2.4.4, back up documents for share nominalization, as specified below, if the provisional contractor is a Societe Anonyme or a legal entity in whose shareholding structure participate a Societe Anonyme or a legal entity of a foreign country corresponding to a Societe Anonyme (except the cases stipulated in term 2.2.4.4. herein).

More specifically, the following shall be submitted:

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i) A certificate to be issued by the competent Stock Exchange, in order to prove the exemption from the obligation for their shares nominalization, per case a), term 2.2.4.4.

ii) As regards the exemption of case b) of term 2.2.4.4 to prove the vote rights control, a Legal Statement issued by the controlled company and, if this is a different company than the company of the provisional contractor, an additional Legal Statement of this provisional contractor making reference to the investment firms, asset/fund management firms, or private equity firms, on a per case basis and the overall percentage of the voting rights that they control in the company controlled by them. These Legal Statements must be accompanied by a certificate or any other document whereby it is concluded that the companies controlling the voting rights are supervised, as per the stipulations of term 2.2.4.4.

iii) Back up Documents for the nominalization of shares of the Provisional Contractor:

- A certificate issued by the responsible Authority of the country of their seat, whereby it results that the shares are nominal, maximum thirty (30) working days prior to its submittal date.

- 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.

In particular:

- As regards the Societes Anonymes installed in Greece, a certificate issued by GEMI is submitted, whereby it results that their shares are nominal, and 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.

- As regards the foreign Societes Anonymes or foreign legal entities corresponding to Societes Anonymes, should they hold nominal shares based on the Law of their seat, they must submit:

- i) A certificate issued by the responsible Authority of the country of seat, whereby it results that the company's shares are nominal;

- ii) 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;

- iii) Any other information proving the nominalization down to the natural entity level of the shares that has been effected within the last thirty (30) working days prior to the offer submittal date.

- As regards the foreign Societes Anonymes or foreign legal entities corresponding to Societes Anonymes, should per their seat's legislation they have no obligation for share nominalization, or should no provision exists for share nominalization, they shall submit the following:

- i) Certificate for non obligation for nominalization of the shares by a responsible Authority, should there be a relevant provision; otherwise, a legal statement of the Bidder must be submitted. In case there is no provision for nominalization, a legal statement of the Bidder must be submitted;

- ii) Valid and updated list of persons possessing at least 1% of the shares or voting rights;

- iii) Should such list does not exist, then a relevant 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. In any other case, the Company presents the reasons why these shareholders are not known. It is up to ATTIKO METRO S.A. to prove the company's ability to submit the aforesaid list; otherwise non-submission of the relevant list shall not ensue any legal consequences to the detriment of the company.

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All the aforesaid documents must be ratified by the authority responsible by virtue of the law of the country in which the Bidder is established and must be accompanied by an official translation in Greek.

Any deficiencies concerning the shares nominalization back up documents shall be remedied, per term 3.1.2 herein.

For the offer to be accepted, ΑΤΤΙΚΟ ΜΕΤΡΟ S.A. ought to check, at the penalty of unacceptable Offer, whether participants in the tendering process involve an off-shore company “from non-cooperative states in terms of taxation”, in the sense of paragraphs 3 and 4 of article 65, Law 4172/2013, as well as from states providing privileged taxation system, as these are identified in the list of the decision stipulated in paragraph 7, article 65 of the aforesaid Code, per the provisions of case a’, paragraph 4, article 4 of Law 3310/2005.

h) As concerns term 2.2.4.8 herein, a Legal Statement of the Bidders that a) they are not Russian nationals or physical or legal entities, bodies or operators established in Russia, b) they are not legal entities, bodies or operators whose ownership rights are directly or indirectly held by more than 50% by entities stated under a) above, c) they are not physical or legal entities, bodies or agencies acting in the name of or by instruction of an entity stated under items (a) and (b) above and that d) the subcontractors and/or operators on whose competence they rely do not fall under cases (a) – (c) above.

B.2 Back up Documentation related to the Financial and Credit Competence, stipulated in article 2.2.5

In order to prove their financial and credit competence as stipulated in term 2.2.5, the Bidders shall submit the required proof of evidence provided for in annex III.

B.3 Back up Documentation related to the Technical and Professional Competence, stipulated in article 2.2.6

In order to prove their technical and professional competence, as stipulated in terms 2.2.6.1 and 2.2.6.2, along with the Offer, Bidders shall submit the required proof of evidence referred to in annex IV.

B.4. Back up Documentation related to the Suitability to Exercise Business Activities, stipulated in article 2.2.7

In order to prove their suitability for exercising business activities, as stipulated in term 2.2.7, economic operators shall submit a certificate/confirmation from the relevant professional or commercial registry of the country of their establishment.

Economic operators established in a member-state of the European Union shall submit a certificate/confirmation from the respective professional or commercial registry – stipulated in Annex XI, Addendum A’ L. 4412/2016 - certifying their registration and their special profession. In case the country of their establishment does not keep such a registry, the certificate or confirmation can be replaced by an affidavit or, for member-states where affidavits are not issued, a Legal Statement of the Bidder certified before a responsible Judicial or Administrative Authority, a notary public or a responsible professional or commercial entity of the economic operator’s country of origin or country of establishment, that such a registry is not kept and that the economic operator exercises the activities required for the execution of the scope of the contract under award.

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Economic operators established in Greece shall submit a certificate confirming their registration in the relevant professional registry or a certificate issued by the relevant service of G.E.MI.

It is stressed that the back-up documents related to this term (shall be accepted, on condition that they have been issued up to at least thirty (30) working days prior to their submission, unless, according to their specific provisions, the back-up documents bear a specific validity period.

B.5 Overview / Control of the Financial Model stipulated in term 2.4.4.2 by the Provisional Contractor

During the submittal of the awarding back up documents, the Provisional Contractor has the obligation to proceed with an independent overview / control of the Financial Model at his own expenses.

For the purposes of the Financial Model overview, the Provisional Contractor shall submit to ATTIKO METRO S.A. at least three (3) technical proposals by independent specialized companies responsible for the overview of the financial models, as well as the draft contract, to be concluded with a selected company for the overview of a relevant model, for final approval, prior to the contract signing. The contract for the overview of the relevant model shall foresee liability of the company responsible for overviewing models against ATTIKO METRO S.A. - maximum compensation limit for any act or omission due to its liability: at least five (5) times the value of the fee for the control of the Financial Model. The Contract shall also include the proposed form of the letter with an expert opinion concerning the overview of the Financial Model.

The Criteria based on which ATTIKO METRO S.A. can grant its consent or not to the Provision Contractor, so that the latter may proceed with the overview /control of the Financial Model, the recipients being companies responsible for overviewing models, are the following, namely:

- 1) The proposed specialized companies for model overview must have at least five (5) years of experience in the overview of financial models.
- 2) The proposed members of the Financial Model overview team must have experience in the specific field. The proposed head of the subject team must have undertaken the overview of at least five (5) financial models (out of which at least one PPP project), while the highest ranked member of this team must have undertaken the overview/control of at least three (3) Financial Models.
- 3) The proposed specialized companies for the overview of models and the proposed members of the Financial Model overview team must be Independent Bodies. Both the companies (at the level of an independent company and affiliated company at the level of a group of companies / subsidiary companies) and the members of the team must not have been employed by the Provisional Contractor for the purposes of the Contract, at any secondary or important role related to the Contract or the asset (i.e. the Thessaloniki Metro).
- 4) The technical proposal (and the draft Contract) must include the draft letter of opinion. The letter of opinion for the overview of the Financial Model must specify that the Financial Model:
 - Has been prepared and is fully operational, in accordance with the requirements of this Invitation
 - Is harmonized with the Business Plan and that there are no diversions between the Business Plan and the Financial Model
 - Has been prepared in accordance with the requirements of the Contract

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- Complies with the applicable tax legislation in Greece
- Reflects all fees and THE payable duties, in accordance with the Contract
- Complies with the accounting and reference standards in Greece and/or the International Financial Reporting Standards (“IFRS”)
- Is in accordance with other information included in the Offer of the Provisional Contractor (e.g. Business Plan) and does not present any changes and deviations as regards the Financial Offer and the Contract
- Includes correct calculations
- Includes at least two (2) sensitivity analysis scenarios
- Produces coverage indicators and other basic indicators consistent with the financial documents (if any) and includes such coverage indicators and other basic indicators calculated in accordance with the funding related documents (if any).

If none of the three (3) technical proposals for the Model overview is not accepted by ATTIKO METRO S.A., the Provisional Contractor must submit to ATTIKO METRO S.A. another three (3) (or more than three) independent technical proposals until an appropriate service provider is selected.

The results of the overview of the Financial Model shall be notified to ATTIKO METRO S.A. through a written report / model overview letter of opinion, which shall not be subject to any conditions and reservations.

The Financial Offer cannot be modified, even if the Financial Model must change as a result of the relevant overview. ATTIKO METRO S.A. shall not bear any responsibility whatsoever for any losses or for any kind of damage suffered by the Provisional Contractor due to erroneous calculations or faults made to the Financial Model that can be identified during the aforementioned control/overview procedure.

Moreover, essential terms of the Contract must not be modified, even if the Financial Model must change as a result of the relevant overview.

B.6 Back-up Documentation for the legalization of the Provisional Contractor

In order to prove its legal representation – in case the Bidder is a legal entity and is registered either mandatorily or optionally, per the applicable legislation, and states its representation and alterations to a competent authority (e.g. GEMI) – the subject Bidder shall submit a valid representation certificate, which has to have been issued up to thirty (30) working days prior to its submission, unless the subject certificate bears a specific validity date.

Especially for Greek Bidders, the following must be submitted:

- i. In order to prove its legal representation - in case the Bidder is a legal entity and is obligated, per the applicable legislation, to state its representation and alterations to GEMI – the subject Bidder shall submit a valid representation certificate, which has to have been issued up to thirty (30) working days prior to its submission.
- ii. In order to prove its lawful establishment and the alterations of the legal entity, the subject Bidder shall submit a general alterations certificate issued by GEMI, should it have been issued up to three (3) months prior to its submission.

In all other cases, the legalizing documentation – on a per case basis - pertaining to the establishment and legal representation (such as statutes, amendments certificates, FEK, resolutions on constituting the administration bodies, depending on the legal form of the bidder) accompanied by a legal statement signed

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by the Bidder’s legal representative that the aforesaid documentation is still in effect at the time they are submitted.

In case this awarding procedure calls for granting powers to an entity further than those referred to in the aforesaid back-up documentation, a resolution-proceedings of the competent Statutory Body responsible for the administration of the legal entity whereby the relevant powers have been granted, shall be submitted. As concerns physical entities, should powers have been granted to third parties, the Bidder shall be obliged to submit an authorization.

The foreign Bidders - per the legislation of the country of their establishment – shall submit the foreseen proving documentation and, if this documentation is not provided for, a legal statement of their legal representative proving the lawful establishment, alterations and representation of the Bidder.

The aforesaid documentation shall prove the lawful establishment of the Bidder, all modifications to the statutes, the person(s) lawfully binding the company at the tender conduct date (legal representative, signature right etc.), any third parties to whom the power for representation has been granted, as well as the service of his/theirs and/or of the members of the administration body/legal representative.

In addition, required shall be the submission of the resolution issued by the BoD of the Company (or the statutory body concerned) 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 of Persons or of Economic Operators, 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 Association of persons or economic operators (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,
- The appointment of one of the member-companies as the Common Representative of the Association of persons or economic operators 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 Association of Persons or economic operators 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 fulfil the requirements of term 3, article 2.2.1 herein.

B.7 Back up Documentation to demonstrate the “borrowed experience” stipulated in article 2.2.8.1

If the economic operators 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 and term 2.2.8.1 herein, then the third parties / other operators shall submit the back-up documentation stipulated in paragraphs B.1, B.4 and B.6, as well as back-up documentation specified in paragraphs B.2 and B.3 (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 Agreement in such a way so that

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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 Agreement. Additionally, the Bidder must also submit the pertinent decision of its statutory body for the acceptance of the said invocation.

B.8 Back-up documentation in case of Sub-contracting work stipulated in article 2.2.8.2

In case the Bidder is aware at this phase of the fact that he will award a part of 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.

Sub-contractors ought to submit the back-up documentation stipulated in paragraphs B.1 and B.4, as well as the necessary documentation related to the similar experience as regards the scope of works they will undertake.

In addition, it is required to submit the Resolution of the BoD or the decision of any other legal representation body of the economic operator, in accordance with the law and its statutory, or a statement of the legal representative of the economic operator approving the award of the subcontracting work and the respective decision (or statement) on the part of the subcontractor accepting the award of the subcontracting work. These resolutions/decisions (or statements) shall state in detail the section which will be assigned to a subcontractor, as well as the percentage of this section that corresponds to the entire contract.

B.9 Back-up documentation of Sub-folder A2.1 (organization chart) of the Technical Offer stipulated in article 2.4.3.1

In case the personnel, proposed by the Bidder in the organization chart included in the Technical Offer for the key positions, do not belong to the Bidder himself, the following documentation must also be submitted:

- A decision issued by the competent statutory body (only in case the person to be made available belongs to a legal entity) stating that:

"We shall approve the availability to (name of the Bidder) of (name of the person made available) as (state in detail the position). We explicitly commit ourselves to make available to the aforementioned Bidder this specific person for the execution of the Contract, provided that the Contract is awarded to him".

The aforementioned Decision of the statutory body shall necessarily be accompanied by a Legal Statement of the person made available stating that:

"I accept my availability to (name of the Bidder) as a (indicate the precise position), as it results from Decision No. (indicate the Statutory Body Decision details) made by (indicate the corporate title of the legal entity)".

- A Legal Statement (only in case the person made available is a physical entity) in which the person shall state that:

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"I explicitly commit myself that I shall be available (name of the Bidder) in my capacity as (indicate the precise position) for the execution of the Contract, provided that the Contract is awarded to him".

2.3 Awarding Criterion

The awarding criterion of the Contract is the most advantageous offer – in financial terms – on the price basis.

The lowest Bidder shall be the one offering the lowest amount, as this derives from the input in table "OVERALL OFFER AMOUNT IN TERMS OF NET PRESENT VALUE" of annex V – B2 Financial Offer Sample.

2.4 Compilation – Content of Offers

2.4.1 General Terms for the Submission of Offers

At the penalty of disqualification, the Offer must adhere to the terms of this Invitation, as concerns the manner of submittal and the content of the envelope.

The submission of alternative offers or offers for part of the contract scope shall not be allowed. Each Bidder can submit only one offer.

Offers shall be submitted in Greek, which shall be the official language of the Contract, in line with term 2.1.6 herein.

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

The Association of Persons or Economic Operators shall submit a common Offer, which shall be mandatorily digitally signed either by all its members or by its common representative. The Offer shall necessarily indicate the extent and the kind of participation of each Member of the Association, as well as the Common Representative.

2.4.2 Compilation manner and content of Offers

2.4.2.1 Offers and their accompanying documents shall be filed by the bidders electronically, by the ending date and time specified in term 1.5 herein, through the web portal www.promitheus.gov.gr of ESIDIS, in an electronic file, according to the provisions of Law 4412/2016, especially in articles 258 and 259 and to the delegated JMD ESIDIS Procurement and Services - Law 4412/2016, paragraph 10, article 258.

In order to participate in the Tender, the Bidders must possess an advanced digital signature supported as a minimum by a recognized (approved) certificate granted to them by a certification services authority, which is included in the accreditation list (database), foreseen in Resolution 2009/767/EU and is in line with stipulations of Regulations (EU) 910/2014; they should also register in ESIDIS, in line with term 2.1.3 herein.

2.4.2.2 Economic operators may withdraw their offer prior to the end date of the offer's submission, without being obliged to have ensured the approval of ATTIKO METRO S.A., in line with the provisions of JMD ESIDIS Procurement and Services, while any submissions in printed form shall be returned.

The offer's submission time, via ESIDIS, shall be automatically confirmed by the ESIDIS time stamp services, in line with the provisions of article 37 of Law 4412/2016 and the provisions of article 10 of JMD ESIDIS Procurement and Services.

Upon expiry of the deadline (date and time), ESIDIS provides no option for the submission of offers.

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In the event of ESIDIS failure to operate for technical reasons ATTIKO METRO S.A., through a justified Resolution, shall regulate and specify the manner to proceed and carry out the procedure, in line with the stipulations of article 37, Law 4412/2016 and the provisions of article 4, of JMD ESIDIS Procurement and Services.

2.4.2.3 Along with their offers, the Bidders shall submit the following items:

- (a) One electronic (sub)folder bearing the indication “Back-Up Documentation for Participation – Technical Offer”, which includes the items provided for by article 2.4.3 herein.
- (b) One electronic (sub)folder bearing the indication “Financial Offer”, which includes the items provided for by term 2.4.4 herein.

In the relevant field of the system, Bidders shall indicate any confidential information of the Offer, as per the stipulations of article 21 of Law 4412/2016. If the Bidder characterizes information as confidential due to the provision for technical or commercial confidentiality, in his relevant statement he shall explicitly refer to all relevant law provisions or administrative acts imposing the confidentiality of the specific information.

Information regarding unit prices, offered quantities, the Financial Offer and the Technical Offer related information used for its evaluation are not characterized as confidential.

2.4.2.4 If Bidders record all information, transmitted and attached electronic files, concerning back-up documents for their participation in the tender/technical offer and financial offer in the respective special electronic forms of ESIDIS, then via a relevant action, they shall extract reports (printouts) in the form of electronic PDF files, which constitute a brief presentation of the recorded data. The electronic files of the subject reports (printouts) shall be digitally signed in line with the relevant provisions and shall be attached to the respective sub-folders by the Bidder. It is noted that the aforementioned reports (printouts) can be extracted and attached to each sub-folder separately, from the moment that recording of this data in the subject folder has been completed.

2.4.2.5 In particular, as regards the attached electronic files of the Offer, the Bidders shall record them in the (sub)folders specified above via the Sub-system, as described below:

Documents recorded in the electronic offer and not required to be submitted in printed format as well, are acceptable on a per case basis, in line with the following provisions:

- a) either of articles 13, 14 and 28 of Law 4727/2020 (A' 184) concerning electronic public documents bearing an electronic signature or stamp and, in case of foreign electronic public documents, if they have e-Apostille;
- b) or of articles 15 and 27 of Law 4727/2020 (A' 184) concerning electronic private documents bearing electronic signature or stamp;
- c) or of article 11 of Law 2690/1999 (A' 45);
- d) or of paragraph 2, article 259 of Law 4412/2016, concerning the use of electronic signatures in electronic procedures of public contracts;
- e) or of paragraph 8, article 92 of Law 4412/2016 concerning the submission of a Legal Statement as well, in case of a simple photocopy of private documents, in which their accuracy shall be certified, and which bears a signature following 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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Moreover, the Government Gazette Issues (FEKs), the information and technical leaflets and other printouts, either of the company or not, with special technical content, i.e. documents with purely technical characteristics, such as numbers, presentations in international units, mathematic formulas and drawings.

In particular, the items and back-up documentation for the participation of the Bidders in the tendering procedure shall be filed by the Bidders themselves in electronic Portable Document Format (.pdf) files.

At the latest, prior to the date and time of the offers' unsealing process, as set out in term 1.5 herein, Bidders 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.

Such information, data and back up documentation are, by example, the following:

- a) the original letter of guarantee for participation, except for the case this LoG is issued electronically; in any other case, the offer shall be rejected as unacceptable;
- b) information, data and back up documentation not falling under the provisions of article 11, paragraph 2 of Law 2690/1999;
- c) private documents, which are not ratified by an attorney or are not attested by services and authorities falling under item a, paragraph 2, of article 11, of Law 2690/1999, or are not accompanied by a legal statement verifying their accuracy, and
- d) foreign public printouts and documents, bearing the Hague stamp (Apostille) or attestation by consulate and are not ratified by an attorney.

As concerns foreign public documents and back up documentation, applicable shall be the Treaty of Hague dated 05/10/1961, ratified by Law 1497/1984 (A' 188), should the aforesaid documents are compiled in countries entered into the above Treaty; otherwise, they shall be attested by consulate. Exempted from the ratification requirement (Apostille or attestation by consulate) are foreign public documents, in case they are covered by bi-lateral or multi-lateral agreements concluded by Greece (for example "Legal Cooperation Agreement between Greece and Cyprus – 05.03.1984" (Ratifying Law 1548/1985 "Convention abolishing ratification of certain acts and documents – 15.09.1977" (Ratifying Law 4231/2014)). Moreover, exempted from the ratification requirement or similar wording are public documents issued by the authorities of a member-state subject to the Regulation EU 2016/1191 about the simplification of the requirements concerning the submission of certain public documents to the European Union, as indicatively, the absence of any criminal record, on condition that the relevant public documents are issued for an EU citizen by the authorities of the member-state of his/her citizenship.

In addition, acceptable shall necessarily be clear photocopies of documents that have been issued by foreign authorities and have been ratified by an attorney, in line with paragraph 2, case b, of article 11 Law 2690/1999 "Code of Administrative Procedure", as replaced – as above – by article 1, paragraph 2, Law 4250/2014.

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.

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INDIVIDUAL PARTICIPATION SUPPORTING DOCUMENTS

IN PRINTED FORM – TECHNICAL OFFER

Title of the Bidder

FOR THE TENDER:

**“INTERNATIONAL TENDER BASED ON THE OPEN PROCEDURE FOR THE CONCLUSION OF A
PPP CONTRACT CONCERNING THE OPERATION AND MAINTENANCE OF THESSALONIKI
METRO NETWORK”**

(Reference Code: RFP - 427/22)

To: ATTIKO METRO S.A.

191-193 Messogion Avenue

Athens - 115 25

Attention: OFFER EVALUATION COMMITTEE

<NOT TO BE OPENED BY THE DOCUMENT CONTROL OFFICE>

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 Bidder, even in case the subject delay is due to force majeure.

Overdue envelopes shall be returned without being unsealed.

In case one or more of the aforementioned data and back up documentation submitted in print outs are not submitted, except the original letter of guarantee for participation, ATTIKO METRO S.A. can request their supplementation and submission, in line with article 310 of Law 4412/2016.

ATTIKO METRO S.A. may request from the Bidders 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.

2.4.3 Content of Sub-Folder A “Back up Documentation for Participation – Technical Offer”

The electronic sub-folder “Back up Documentation for Participation – Technical Offer” shall include:

a) The Letter of Guarantee for Participation, per the stipulations of term 2.2.3 herein.

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 term 2.4.2 herein.

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The offer of the Bidder who failed to submit the participation letter of guarantee, required by the Documents related to the contract conclusion procedure, shall be rejected as unacceptable.

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

The European Standard Procurement Document (ESPD) is prepared based on the standardized document of Annex 2 of the Commission Implementing Regulation (EU) of 5 January 2016 establishing the standard form for the ESPD (L 3), according to Annex III herein, and is provided exclusively in electronic format.

When submitting their Offer, the Bidders must file, as a back-up document for participation, the ESPD, provided for in article 79, Law 4412/2016, which constitutes an updated Legal Statement bearing the consequences of Law 1599/1986 (A'75), as preliminary proof, in replacement of the certificates issued by the public authorities or third parties, verifying that the subject Bidder fulfil the following preconditions:

- a) they are not in one of the situations described in article 2.2.4 herein,
- b) they fulfill the relevant selection criteria that have been specified, as per articles 2.2.5 up to 2.2.7 herein.

The ESPD shall be filled in via Promitheus ESPDint sub-system, which is accessible through the portal site (www.promitheus.gov.gr) of the Integrated Information System - ESIDIS, or via another relevant compatible platform of services for the management of electronic ESPDs. To that effect, the Economic Operators can evaluate the respective electronic file in XML format, which is an assisting item to the contractual documents.

The ESPD that has been filled in, as well as its accompanying Legal Statement, shall be submitted in a digitally signed electronic folder in PDF format.

The Bidder is under the particular obligation to determine, through the ESPD, his status in relation to the reasons set forth in Article 73, Law 4412/2016 and term 2.2.4 herein, and to invoke any measure that might have been introduced to restore his reliability.

The ESPD shall identify the public authority or the third party responsible for the issuance of the relevant back up documentation and shall integrate an official statement that the Bidder will be in the position - should he be requested so and without any delay – to submit the subject back up documentation.

It is particularly stressed that in the response provided by a Bidder to the relevant field of the ESPD regarding any agreements which have eventually been concluded with other economic operators aiming at distorting competition, concern circumstances, such as the three-year limitation specified in paragraph 10, article 73, Law 4412/2016 or the implementation of the provision of paragraph 3b, article 44, Law 3959/2011 (A' 93), the relevant information is described in detail in the relevant field which appears if “yes” is filled in, while the content of the previous clause as regards the submission of backup documentation is in effect.

A negative statement of the Bidder to the relevant ESPD question neither constitutes an inaccurate statement, nor does it result in disqualification, provided that the circumstances presented in paragraph 2A of article 73 concerning the reasons for disqualification are applicable.

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The Bidder may provide clarifications to the statements and information included in the ESPD in an accompanying legal statement submitted along with the ESPD. The accompanying legal statement is signed in accordance with the provisions of this article concerning the signing of the ESPD.

During the submission of the ESPD and the Legal Statement, only the signature of the representative – on a per case basis- of the economic operator can consist the preliminary proof of the reasons of disqualification mentioned in paragraph 1, article 73 Law 4412/2016 for all natural entities who are members of his administrative, managerial or supervisory body or are vested with the authority to represent, make decisions or control this body.

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

If an offer is submitted by an Association of Persons or Economic Operators, the ESPD shall be submitted separately by each member of the Association. The ESPD shall necessarily define the extent and type of participation (including the fee's allocation among them) of each Member of the Association, as well as its Common Representative.

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

In case the Bidder is aware at this phase 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.

The ESPD shall be signed on the date falling within the time period in which Offers can be submitted. If in the period intervening between the ESPD signing date and the Offers Submission Date changes are made on the data presented in the ESPD on behalf of the Bidder, the latter shall withdraw his offer and ATTIKO METRO S.A. shall not be required to make a relevant resolution. Subsequently, the Bidder may proceed anew with the submission of his Offer via an updated ESPD.

- c) **The Legal Statement**, whereby it shall be stated that the participating economic operator agrees with the terms of the Invitation and the provisions of the applicable Legislation. The Legal Statement shall be signed by the legal representative of the economic operator and in case of an association, separately by each economic operator forming part of the association.

If the economic operator invokes third party resources or sub-contractors, he is obliged to submit the aforesaid Legal Statement on the part of the third parties and the sub-contractors – respectively - he proposes.

- d) **A Legal Statement** on fulfilling the criteria relating to financial and credit competence and technical/professional experience respectively.

- e) **The Technical Offer** of the Bidders, in line with the requirements of term 2.4.3.1 here-below.

2.4.3.1 Content of the Technical Offer

The Technical Offer is compiled by filling in the respective specific electronic form of the system. Subsequently, the system produces a relevant electronic file in PDF format, which is digitally signed and is filed by the Bidder. The information included in the specific electronic form of the system and in the produced electronic file digitally signed must coincide. In any other case, the system shall produce a relevant message and the Bidder shall be called upon to produce anew the PDF electronic file.

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In addition, in his Technical Offer, the Bidder shall attach in a separate electronic file in PDF format, the following data, which must be digitally signed by the Bidder's legal representative. In any other case, the Technical Offer is deemed to be unfounded.

The Technical Offer shall include the following:

➤ **Sub-folder A2.1: ORGANIZATION CHART**

Bidders shall submit:

Curriculum Vitae for the key positions of the Contractor personnel (19 persons), in line with the requirements (as regards training and experience) of term 2.8.3.2 and annex D of the document entitled “Technical Description and Specifications”.

➤ **Sub-folder A2.2: TECHNICAL REPORT – IMPLEMENTATION PLAN OF THE OPERATION AND MAINTENANCE SERVICES OF THESSALONIKI METRO NETWORK**

Sub-folder A2.2 shall include the following:

a) Technical Report

The Technical Report shall include a brief description of the services they are going to be provided, along with their basic characteristics (operation, maintenance, cleaning, safety, management of the automatic fare collection system, installation and operation of the support Information Technology system for the administrative operation of Thessaloniki Metro, etc.).

b) Contract Scope Implementation Plan

The Contract scope Implementation Plan/ Project Implementation Plan (PIP) shall describe the Bidder's approach as regards the availability and management of the personnel, the installations and the equipment, especially for this Project, in order to reflect the Bidder's capacity in the following fields, as a minimum,:

- Availability and mobilization of the Management team, capable of achieving the objectives of the contract scope.
- Management of the Project Services based on the proper team composition/staffing, prompt mobilization of the team in relation to the time scheduling of the Project and procedures for the preparation and submission of the necessary documents, in view of facilitating the smooth progress of their review and approval by ATTIKO METRO S.A. and third parties.
- Coordination and control of sub-contractors, suppliers, consultants and other associates of the Bidder providing various supply services and parts of the scope of the Project, in order to ensure effective cooperation throughout the Project duration.
- Coordination and effective cooperation between the Operation and Maintenance teams.

Remarks concerning the Technical Offer:

- At the penalty of disqualification, the Technical Offer of the Bidders shall be in accordance with requirements of the specifications included in the Contract conclusion procedure Documents.
- The acceptance of the Technical Offer does not entail any acceptance of the terms that contravene requirements of the Contract conclusion procedure Documents.

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- In any case, the requirements of the Contract conclusion procedure Documents prevail over any technical offer of the Bidders, who commit themselves to implement, in general, the requirements of the Contract conclusion procedure Documents.

2.4.4 Content of Subfolder B "Financial Offer"

The Electronic subfolder B **"Financial Offer"** consists of the financial documentation and the financial offer and must include the documents described below in the form of electronic files in four (4) separate Sub-folders.

In case of a persons or economic operators Association, the documents must be jointly submitted on the part of the persons or economic operators Association and shall be signed by the Legal Representatives of all Members of the persons or economic operators Association or by the Common Representative (if such a Representative is appointed).

The four (4) separate Subfolders are described as follows:

1. **Subfolder B1** includes the **Description of the Funding** in accordance with term 2.4.4.1 below.
2. **Subfolder B2** includes the **Financial Model** in accordance with term 2.4.4.2 below.
3. **Subfolder B3** includes the **Business Plan** in accordance with term 2.4.4.3 below.
4. **Subfolder B4** includes the **Financial Offer** in accordance with term 2.4.4.4 below.

2.4.4.1 Subfolder B1 – Description of the Funding:

The funding is described in accordance with Sample **B1.1 "Letter describing the Financing"**, **B1.2 "Commitment of Investment - Sample Commitment Letter for Investment Capital "** and **B1.3 "Bank Letter of Commitment"** of **annex V** herein and includes the method and resources wherefrom the Bidder shall finance/raise capitals to meet the requirements related to the operational expenses of the Metro network throughout the preparatory operation period, the capital expenditure requirements, the imminent works (if applicable), the operational expenses and costs, as well as the funding for the implementation of the Contract:

Note that, insofar as to the extent of the funding and/or capital raising for the Financial Offer:

- (i) derives from a Committed Investment, the description of the funding shall be accompanied by a Letter, in accordance with sample B1.2 of Annex V herein;
- (ii) derives from loan resources, the description of the funding shall be accompanied by a Letter of Commitment issued by the Bank, in accordance with sample B1.3 of Annex V herein.

The Bidders must ensure a financing source, which must derive from a Committed Investment, and which must raise to an amount equal to or over five million (5,000,000.00) Euro, out of which 30% at least must be a share capital (i.e. paid equities). Any further forecasts related to the Committed Investment are included in the remaining Contractual Documents and should be taken into account.

The Bidders shall not enter into any agreement, on an exclusive basis, with any financing entity whereby such financing entity is prohibited, prevented or, in any way, restricted from entering into an agreement or engaging in discussions or negotiations or, in any way, communicating with another Bidder regarding the financing of the Contract and the issuance of any related letters of guarantee. The Bidders shall also

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commit themselves that neither their affiliate nor their representative shall enter into any agreement to the above content with any financing entity.

2.4.4.2 Sub-folder B2 – Financial Model:

Bidders are called upon to electronically process financial projections in the form of a detailed financial model covering the entire duration of the Contract.

The Financial Model is prepared in English, in accordance with the best practices of the sector (as indicatively mentioned below). It shall also include a page presenting the summary of the results (the “**Summary**”) in English and in Greek, in line with the unit “**Output/Result Sheets**”, paragraph / bullet 1.

A provision has been made for the sample of the Summary to be in Microsoft Excel format, in annex V, as an addendum to this Invitation. The use of the sample is obligatory, it must be included in the Financial Model and be connected to it.

The Financial Model must be fully functional and editable, as well as structured to be easy-to-read for ATTIKO METRO S.A.

The Financial Model shall be accompanied by a detailed Manual, including operation instructions, as well as assumptions and data used (the “**Manual**”) which:

- summarizes the downloading / opening of a file of the Financial Model, as well as any requirements concerning the activation of additional or other uncommon procedures, in view of the correct and effective model performance;
- provides detailed instructions about the results optimization procedure (for example, how to execute certain VBA codes, if VisualBasic codification has been used or not etc.);
- includes and explains every assumption that has been adopted and for which financial projections are provided, including accounting and tax assumptions (e.g. method of depreciation (amortization));
- provides the necessary steps that must be taken for the operation of integrated sensitivity analysis scenarios.

The Financial Model along with the Manual shall be stored in a non re-writeable electronic storage device (e.g. CD, DVD).

ATTIKO METRO S.A. reserves the right to request the input of additional mechanisms – calculations in the Financial Model, whose input shall be at the Bidders’ responsibility and cost.

The required structure of the Financial Model shall be as follows:

- It shall be produced in Microsoft Excel 2013 or in more recent versions;
- It shall comply with the applicable Greek tax legislation and the accounting principles in Greece and/or the International Financial Reporting Standards (“**IFRS**”);
- It shall take into account and record all duties and fees that are payable, in line with the Contract, should they be foreseen by the applicable provisions;
- It shall comply with this Invitation;
- All inputs / “**hardcoded**” input cells must be highlighted in yellow or any other color to be selected;
- It shall use manually enter figures / constants only for inputs;
- It shall include the calculations / formulae and shall not simply present the output (e.g. it shall reflect the main coefficients and clearly present the operational cost, the method of calculating expenses and revenue per each relevant category, the method of calculating the operational expenses of the Metro during the Preparatory Period and the operation / maintenance period per

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at least three (3) main categories, as concerns the first case, and per five (5) main categories as concerns the second case and not cumulatively and the method of calculating the capital expenditure per at least two (2) main categories and not cumulatively, etc.).

Some examples related to the calculation of the operational expenses during the Preparatory Period are listed below:

- Personnel expenses;
- Professional services expenses;
- Expenses related to third parties (PUOs etc.);
- Other expenses.

Similar examples related to the calculation of the operational expenses during the operation / maintenance period are listed below:

- Personnel expenses;
- Energy expenses;
- Expenses related to third parties;
- Safety / security expenses;
- Cleaning expenses;
- Lifts / escalators maintenance expenses;
- Limited initial capital expenditure;
- Other expenses.

Finally, some examples related to the calculation of the capital expenditures during the Preparatory Period are listed below:

- “ERP” / IT System Expenses;
 - Purchase of other assets.
- It shall include the availability payments per category. The availability payments shall coincide with those included in the Financial Offer. The calculation of the Financial Offer in a worksheet in Microsoft Excel format, in accordance with **Sample B2 of annex V** should be also included in the Financial Model;
 - It shall be **“free of circular references”**;
 - Its financial projections shall be presented in thousands euro (€), **with two decimals**, except in cases in which percentages and indices are indicated, and unless otherwise specified in the relevant samples;
 - Sheets or cells must neither be hidden nor protected by access code;
 - The Model shall be in effect on January 1st 2023 (indicative date for the purposes of the Invitation). The Financial Model shall be flexible enough for it to include other commencement dates as well (there might be a possibility that the first year of the Contract is not a complete calendar year). If ATTIKO METRO S.A. deems it necessary, it shall inform the Bidders about any different date, which shall be taken into account as the commencement date of the Financial Model for the purposes of the Invitation, prior to the Offers Submission Date. The Bidders unreservedly and explicitly accept that in case the actual Contract commencement date differs from the Financial Model commencement date, then ATTIKO METRO S.A. shall in no way be responsible before them; moreover, the Bidders shall not make any claim whatsoever, while their Offers will still bind them.

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- In cases Inflation applies, for the purposes of the financial offer, it shall be 2% annually for the whole duration of the Contract.

As a minimum, the following Estimates and Output/Result Sheets shall be included in the Financial Model.

Estimates sheets

- Time and non-time based assumptions (e.g. funding cost);
- Fields for inflation assumptions per year, throughout the duration of the Contract (it is noted that, for the purposes of the Invitation, an annual inflation rate of 2% shall apply);
- Tax and accounting assumptions (corporate tax rate, VAT rates for different types of costs and revenues, period of losses transferred to the subsequent fiscal years, tax amortization rate (based on the tax authorities in Greece) for various types of capital expenses etc.) capital cost assumptions, including infrastructure costs (if applicable) and equipment costs, that have to refer to time schedules / invoicing levels;
- Preparatory Period expenditure;
- Initial capital expenditure (e.g. IT/ERP, “re-railing” equipment, etc.);
- Personnel cost;
- Cleaning cost;
- Energy cost;
- Professional services cost;
- Insurance cost;
- Security cost;
- Spare parts cost;
- Lifts / escalators cost;
- Cost related to third parties (PUOs etc.);
- Other expenses;
- Other operating expenses;
- Regular maintenance;
- Overhaul (cycles for equipment, installations replacement);
- Administrative costs of the Partnership Private Entity;
- Cost for the issuance and maintaining the Good Performance Letter of Guarantee and any other Letters of Guarantee as well as financial obligations related cost deriving from the Contract;
- Assumptions for any loans as a source of financing (in compliance with the remaining documents that are submitted as part of the Invitation), including disbursement programs, grace periods, paying off program, basic interest rates and floats, any **commitment fees** and **agency fees**;
- Availability payments (according to the payment methods and mechanisms determined in the Contract);
- Assumptions for returning the fixed asset;
- Other input and

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- Any other cost forecast depicted in the PPP Contract during both the Preparatory Period and the operation / maintenance period of the Contract.

Output/Result Sheets:

- Summary Expenses Sheet (“**Summary**”) in English and in Greek to include as a minimum the data mentioned below. The Summary sample has been provided as an Addendum to this Invitation in Microsoft Excel format. Bidders shall be under the obligation to use the sample provided, which shall be entered into the Financial Model as a separate work sheet.

The Summary shall indicatively include the following data, namely:

- Internal rate of return (“**IRR**”);
 - Indexes covering loan liabilities and other capital structure financial ratios;
 - Funding sources and uses throughout the Contract duration, including the Availability Payments, as well as funding sources and uses during the Preparatory Period of the Contract and/or as indicated in every respective (if applied) Addendum of the Invitation (for each one “Table of Sources and Uses” and for all “Tables of Sources and Uses”);
 - Control area of the model, showing that all controls have been performed and that no unsolved errors exist.
- Statement of cash flow / payments allocation (calculated on the basis of direct method, reflecting cash receipts and cash payments). The cash flow statement must not be compiled on the basis of the indirect method. In order to avoid any doubt, the statement of cash flow must not start from the Profit and Loss Account and make re-adjustments for non-cash expenses such as amortizations of tangible and intangible assets, projections and other non-cash expenses. The statement of cash flow must present direct cash receipts and payments (on a half-year and annual basis);
 - Profit and Loss Account (on a half-year and annual basis), including calculations for earnings before interests, taxes and amortizations (**EBITDA**) and EBITDA margin;
 - Balance Sheet (on a half-year and annual basis);
 - The calculation of the Financial Offer in a worksheet in Microsoft Excel, in accordance with **Sample B2 of annex V herein**.

Sensitivity Analysis Scenarios:

- Sensitivity Analysis Scenarios integrated into basic parameters, such as increase / decrease in availability payments / revenue, increase / decrease in costs, in Preparatory Period expenditure, categories of capital expenditure, sensitivity analysis scenarios as concerns inflation rates.

During the submission of the Back-up Documentation for the Award, the Provisional Contractor is under the obligation, at his own cost, to conduct a separate overview of the Financial Model, in line with paragraph B.5 of term 2.2.9.2 and term 3.2.

2.4.4.3 Sub-folder B3 –Business Plan

In Sub-folder B3, the Bidder must file a document that must include the following data as a minimum, for it to be acceptable (“the Business Plan”):

- Description of the Project
- Description of the Preparatory Period

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- Description of the operation and maintenance plan in relation with the estimated capacity of the Metro, the traffic volume, potential revenue from third parties, the operational costs, the costs related to maintenance accompanied by an explanation per use and magnitude
- Description of the proposed services
- Brief presentation of the strategy related to hiring, employment, training and keeping the employees in their positions
- Description of the Metro administrator and the management team
- Consideration of matters related to sustainable development, social and environmental footprint
- The Business Plan and the Financial Model shall be well-coordinated.

The Business Plan and the Financial Model to be submitted by each Bidder shall be binding, in the sense that each Bidder must comply (as a minimum) with their provisions / forecasts, including any operation and maintenance needs, foreseen acquisitions related to equipment and infrastructures, overhaul etc. It is noted that the Contract might include provisions regarding the updating of the Financial Model and the procedure for approving same. In case an updating is approved, its terms shall be binding.

The Business Plan is assessed based on the “pass/fail” criterion.

2.4.4.4 Sub-folder B4 – Financial Offer

The Financial Offer, to be filed by the Bidder in Subfolder B4, must submit the following:

2.4.4.4.1 The Financial Offer of the system, which is compiled by filling **the amount of the total offer in the present value terms before VAT**, as derives from ATTIKO METRO S.A.’s “Financial Offer Form”, in the respective specific electronic form of the system. Subsequently, the system produces a relevant electronic file in PDF format, which is digitally signed and is filed by the interested party. The information included in the specific electronic form of the system and in the produced electronic file digitally signed must coincide. In any other case, the system shall produce a relevant message and the Interested Party shall be called upon to produce anew the PDF electronic file.

2.4.4.4.2 ATTIKO METRO S.A.’s “Financial Offer Form” (Statement and Financial Offer Form), in line with **Sample B2 of annex V** herein, filled in and attached to a separate electronic file **in PDF format**, which must be digitally signed by the bidder itself (in case of a physical entity) or its legal representative (in case of a legal entity / Association of persons or economic operators). In any other case, the financial offer is deemed to be unfounded and the participating economic operator shall be disqualified.

The Financial Offer Form of the Bidder must clearly indicate, without any indication of changes of any kind, conditions etc., in words and figures, the amount concerning the Annual Flat Charge of the First Twelve Months of the Revenue Service Period, in line with the stipulations of the present document, expressed in Euro, without decimals. In the event of any discrepancy between reference in words and numerical reference, the reference in words shall prevail.

The aforementioned amount that concerns the Annual Flat Charge of the First Twelve Months of the Revenue Service Period is in actual prices (before inflation re-adjustment), and includes both

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the re-adjustable and the non-readjustable amount of the annual flat charge. Kindly follow the instructions included in the Financial Offer Sample for filling in the Financial Offer Form.

The Bidders ought to fill in the Financial Offer in ESIDIS system and the Financial Offer Form of AM, in line with the stipulations of this term.

2.4.4.4.3 The calculation of the Financial Offer in a worksheet in Microsoft Excel format, in line with **Sample B2 of annex V** herein.

At the penalty of disqualification, the Financial Offer as a form and the Financial Offer as worksheet must be identical.

It is stressed that:

- a) At the penalty of disqualification, Financial Offers shall not exceed the respective amount of ATTIKO METRO S.A.'s budget;
- b) In case of lack of correspondence between the figures of the value expressed in words and those expressed in numbers in the Financial Offer Form, the Tender Committee shall proceed to the pertinent correction based on the figures expressed in words and shall utilize the corrected offer of the economic operator in view of the offers classification;
- c) If the details in the Financial Offer are incomplete (missing details other than those entailing disqualification), or if accounting errors to sums and products, as well as rounding up errors are ascertained, the Tender Committee shall correct these errors and write down the correct financial offer;
- d) Any correction, deletion, reference to or any alteration of the text of the Financial Offer Form and/or comments, conditions, or terms on it, shall be considered as reservations on the terms of the Tender and shall result in the rejection of the Financial Offer of the Bidder who expresses same.

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

The offered amounts shall be expressed in EURO.

The Financial Offer shall be binding and it shall contain no reservation and shall be part of the Contract Documents.

The Financial Offer that contains any term, condition or reservation shall lead to the disqualification of the Bidder who submitted same.

2.4.5 Validity Period of the Offers

Offers shall be valid and shall bind the Bidders for twelve (12) months upon the day following the Offer's Submission Date.

Offers with a validity period less than the one foreseen in the Contract conclusion procedure Documents shall be rejected as abnormal.

The validity of the Offer can be extended - further to ATTIKO METRO S.A. pertinent request – by a maximum time period equal to the aforementioned initial duration of the offer's validity and must be accompanied by a respective extension of the participation letter of guarantee validity period, in line with the stipulations of article 72 paragraph 1a of Law 4412/16. Upon expiry of the maximum Offer's validity extension time period, the results of the awarding procedure shall be called off, unless ATTIKO METRO S.A. deems, on a per case basis, that the continuation of the subject procedure serves the public interest; in this

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case, the economic operators participating in the procedure, can choose either to extend their Offer and their participation guarantee, should they be requested to do so prior to the lapse of the aforesaid maximum time period of their offer's validity or not. In this last case, the procedure shall continue with those economic operators who selected to grant an extension to 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, ATTIKO METRO S.A. shall be entitled, 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 to extend their offers.

2.4.6 Reasons for Offers Rejection

Based on the results of the review and evaluation of Offers, ATTIKO METRO S.A. shall reject any Offer:

- a) which deviates from *sine qua non* conditions about the compilation and submission / filing of the Offer or which is not submitted / filed in due time in the manner and with the content stipulated therein and more specifically in terms 2.4.1 (General Terms for the Submission of Offers), 2.4.2. (Compilation manner and content of Offers), 2.4.3. (Back up Documentation for Participation – Technical Offer, 2.4.4. (Content of Financial Offer Folder, Manner of Compilation and submission of Financial Offers), 2.4.5. (Validity Period of the Offers), 3.1. (Unsealing and Evaluation of Offers) and 3.2 (Invitation to Submit Supporting Documentation for the Provisional Contractor) herein;
- b) which include incomplete, missing, ambiguous or incorrect information or documentation, including the one in the ESIDIS system, if this (information of documentation) cannot be supplemented, corrected, clarified or if, although it could be supplemented, corrected, clarified, the Bidder did not proceed to these actions within the prescribed deadline, in line with article 310 of L. 4412/16 and term 3.1.2 of the Invitation;
- c) for which the Bidder did not submit the required explanations within the prescribed deadline, or the explanation provided is not accepted by ATTIKO METRO S.A., on the basis of the stipulations of article 310 L. 4412/16 and term 3.1.2 herein;
- d) which is an alternative offer;
- e) which is submitted by a Bidder who has submitted two or more Offers;
- f) which is a conditional offer;
- g) which sets a re-adjustment term;
- h) for which the Bidder does not provide, within an exclusive deadline of twenty (20) days further to the relevant Invitation extended to him by ATTIKO METRO S.A., explanations about the low price or cost proposed in his Offer, in case his Offer seems unusually low, as compared to the services and the procurement, in line with paragraph 1, article 313, L. 4412/16;
- i) should it be ascertained that it is unusually low because it does not comply with the applicable obligations stipulated in paragraph 2 of article 253, L. 4412/2016;
- j) which deviates from the terms and technical specifications of the Contract;
- k) which presents omissions as to the back-up documentation required by the Contract conclusion procedure Documents, should they are not remedied by the Bidder through submission or supplementation thereof, within the prescribed deadline, in line with articles 102 and 103, L. 4412/2016;

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l) if the back- up documentation, stipulated in article 103, L. 4412/2016, submitted by the Contractor, do not prove that the disqualification grounds (term 2.2.4 herein) do not apply and that the requirements for the qualitative selection criteria, as stipulated in terms 2.2.5, 2.2.6 and 2.2.7 about selection criteria, are not fulfilled;

m) if during the pertinent review of the aforesaid back-up documentation, article 103 of Law 4412/2016, it is ascertained that the information declared, according to article 79 of Law 4412/2016, is intentionally deceptive or that false proof of evidence has been submitted.

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3. CONDUCT OF THE PROCEDURE – EVALUATION OF OFFERS

3.1 Unsealing and evaluation of Offers

3.1.1 Electronic Unsealing and evaluation of offers

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 Hellenic Single Public Procurement Authority - HSPPA.

The electronic unsealing of the “Back-up documentation for Participation – Technical Offer” and “Financial Offer” (sub)-folders shall take place on the date and time stipulated in article 1.5 of this document by ATTIKO METRO S.A. Committee responsible for the Evaluation of Offers – duly certified into the system.

During this stage, the data of the unsealed offers are only accessible to the members of the Committee responsible for the Evaluation of Offers and to ATTIKO METRO S.A..

The subject contract conclusion procedure shall be divided into the following phases, namely:

3.1.1.1 1st Phase: Review of the Letters of Guarantee for Participation – Review of (Sub)-folder “Back up Documentation for Participation and Technical Offer”

The Tender Committee initially reviews the submission of the participation letters of guarantee, in line with article 2.2.3 of this document.

In case the Bidder fails to submit the required letter of guarantee for participation (either the digital version, until the end date for the offers’ submission, or the original hard copy, until the date and time of the unsealing process), the Tender Committee shall compile a Proceedings whereby it recommends the rejection of the Offer as unacceptable. Subsequently, ATTIKO METRO S.A. BoD makes a Resolution, ratifying the aforementioned proceedings.

The resolution about the rejection of the offer – stipulated by the aforementioned clause – shall be issued prior to the issuance of any other resolution regarding the offers evaluation falling under this procedure for the contract award, and shall be communicated to all Bidders by action “On Line Discussions” of the ESIDIS system.

In line with term 3.4, preliminary appeals can be filed against this resolution.

Further to the issuance of the aforesaid Resolution, the Tender Committee reviews the back-up documentation and it subsequently evaluates only the technical offers of the Bidders whose back-up documentation was found complete.

ATTIKO METRO S.A. shall – in parallel - communicate with the operators who have issued their letters of guarantee, in order to ascertain their validity.

The evaluation shall be conducted in line with the terms of this document. The Technical Offer shall not be scored and the Tender Committee shall only examine whether the Technical Offer is compliant or not with the requirements of this document and of the remaining Contract Documents (Pass/Fail system), as

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foreseen in article 2.4.3 herein. Non-compliance of the Bidder with the requirements shall result in his disqualification from any further phases of the tendering process.

The review related procedure of the (Sub)-folder "Back up Documentation for Participation and Technical Offer" is completed once the Bidders, the results of the review and the evaluation of the back up documentation – technical offers are entered into the related Proceedings.

3.1.1.2 2nd Phase: Review of the Financial Offer

The Tender Committee shall proceed to the evaluation of the Financial Offers of the Bidders, whose back up documentation for participation and technical offer were evaluated as acceptable, it shall compile a proceedings to include the offers in the order they were classified - on the basis of the overall score they received, in which the Committee makes a documented recommendation about their acceptance or rejection and the award of the provisional contractor.

Whenever the offered price is unusually low as compared to the scope of the contract, the economic operators are required by ATTIKO METRO S.A. – through ESIDIS - to explain their offered cost or price, within an exclusive deadline of twenty (20) working days as of the communication of the relevant invitation. If the Bidder does not respond to the subject invitation within the deadline mentioned above and does not submit explanations, his offer shall be rejected as abnormal and his letter of guarantee shall be payable in favor of ATTIKO METRO S.A., on the basis of the stipulations in article 313, L. 4412/16.

In the case of equivalent offers, ATTIKO METRO S.A. selects the Contractor by drawing lots among the economic operators who submitted equivalent offers. The lots are drawn in the presence of the Tender Committee and the concerned economic operators who submitted the equivalent offers on a date and at a time to be communicated to them by action "On Line Discussion" of ESIDIS.

Subsequently, ATTIKO METRO S.A. BoD shall approve the aforesaid proceedings and issue a Resolution about the results of all stages stipulated above ("Back up Documentation for Participation - Technical Offer" and "Financial Offer"), further to the relevant recommendation made by the Tender Committee.

The resolution approving the Proceedings shall not be copied to the Bidders and is incorporated in the awarding resolution.

3.1.2 Provision of additional information & back-up documentation and clarifications

In the course of the offers evaluation period, ATTIKO METRO S.A., adhering to the principles of equal treatment and transparency, reserves the right to request the economic operators electronically through the system - when the information or supporting documentation that must be submitted is or appears to be incomplete or incorrect, including the one in the ESIDIS system, or whenever specific documents are missing - to submit, supplement, clarify or complete the pertinent information or documentation within a deadline not shorter than ten (10) days and not longer than twenty (20) days as from the date on which they were copied on the relevant invitation, in line with article 310 of L. 4412/16.

The supplementary information data or clarification shall be requested and shall be acceptable on condition that no modification is made to the offer of the Bidders, and that it concerns information or data, whose prior nature is objectively demonstrable in relation to the expiry of the end date of the offers' acceptance. The aforementioned is valid by analogy for any statements that might be missing, on condition they verify facts objectively demonstrable.

The participating economic operators who shall submit, either electronically through the system, or in a printed form, incomplete data for which ATTIKO METRO S.A. shall request additions /clarifications and they

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are not provided within the aforementioned deadline, or are provided incomplete, are disqualified from participating in the procedure for the conclusion of this contract.

3.2 Invitation to Submit Supporting Documentation for the Provisional Contractor / Proof of Evidence of Qualitative Selection

Upon completion of the procedure specified in term 3.1, the Tender Committee shall call upon the bidder who has been ranked first and who will be awarded the contract (Provisional Contractor) by action “On-Line Discussion” of ESIDIS to submit within a **ten (10) – day period** after the pertinent notification that will be transmitted to him electronically through the ESIDIS system, the foreseen back-up documentation of the Provisional Contractor (Proof of Evidence/Awarding Documentation), as these are described in term 2.2.9.2 herein.

More specifically, all data and back up documentation stipulated in the above paragraph shall be transmitted by him by action “On Line Discussion” of ESIDIS in .pdf format files, in line with the specific stipulations of term 2.4.2.5 herein.

Within the deadline foreseen for the submission - by the economic operator - of the back up documentation for the award and until the third working day – at the latest – as of the end day for the electronic submission of the aforesaid back up documentation, the economic operator shall necessarily submit to ATTIKO METRO S.A., the data and back up documentation in a printed format (either as originals or certified photocopies) and in a sealed envelope, the required documentation, as per the provisions of term 2.4.2.5 herein.

The aforementioned documents shall be filed to the Document Control Centre of ATTIKO METRO S.A. by **15:00** in hard copy in a sealed envelope bearing the indication “Awarding back-up Documentation”, accompanied by a cover letter inside the envelope (for being assigned a protocol number once received).

If the aforesaid Back-Up Documentation is not submitted or if it is ascertained that deficiencies exist in the submitted Back-Up Documentation, the Tender Committee shall call upon the Provisional Contractor to submit the missing back-up documentation or to supplement the documentation already submitted or to provide clarifications in the sense of article 310, Law 4412/16, within ten (10) days upon communication of the relevant invitation addressed to him.

If the Provisional Contractor submits a request before the Tender Committee for the extension to the aforementioned deadline related to the submission of clarifications-additions, 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. The Provisional Contractor may benefit from the subject option both within the initial deadline for the submission of back up documentation and within the deadline set for the submission of missing back up documentation or the supplementation of already submitted back up documentation, in the sense of article 102, Law 4412/2016, as foreseen above. The above also applies upon the Tender Committee’s request for submission of the back-up documentation during the procedure related to the evaluation of offers prior to the awarding stage too, in implementation of the first clause of paragraph 5, article 79, Law 4412/16, in adherence to the principles of equal treatment and transparency.

If during the pertinent review of the aforesaid back-up documentation, it is ascertained that the information declared through the ESPD is intentionally deceptive or that false back-up documentation has been submitted, or that if the Provisional Contractor fails to submit within the prescribed time period the originals or photocopies of the aforesaid back-up documentation, or if the back-up documentation

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submitted lawfully and in due time do not prove that there are no reasons for the Bidder's disqualification – by virtue of article 2.2.4 - or that one or more of the requirements are fulfilled in line with articles 2.2.5, 2.2.6 and 2.2.7 herein, then the offer of the Provisional Contractor is rejected, the participation letter of guarantee shall become payable in favour of the ATTIKO METRO S.A., and the procedure stipulated in the present article shall be followed for the Bidder, whose most advantageous offer comes next, without taking into consideration the offer of the disqualified bidder. As to the remaining issues, applicable shall be article 103 of Law 4412/16.

If none of the bidders submitted a true or accurate declaration, the awarding procedure shall be cancelled. If none of bidders fail to submit even one or more than one of the required documents and back-up documentation, the tender procedure shall be cancelled. If none of the bidders fail to prove that: a) they are not in the any of the states specified in articles 73 and 74 and b) they meet the relevant selection criteria that have been set, in line with articles 75, 76 and 77, the tender procedure shall be cancelled.

In case ATTIKO METRO S.A. is duly and timely informed on any alterations on the preconditions that the provisional contractor had stated that he fulfilled – through the European Single Procurement Document (ESPD) – and which (alterations) came as a result or on which the provisional contractor was informed after the declaration and until the date of the notification/invitation to him to submit the back up documentation for the provisional contractor (belated alterations), then his participation guarantee shall not become payable in favour of ATTIKO METRO S.A..

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 supplemented in line with the above requirements and the BoD of ATTIKO METRO S.A. shall issue the awarding resolution that will incorporate the resolution approving the proceedings stipulated in terms 3.1.1.1 and 3.1.1.2 herein (about the evaluation of the backup documentation for participation, the technical offer and the financial offer).

3.3 Award – conclusion of the Contract

3.3.1 Upon approval of the aforesaid proceedings, ATTIKO METRO S.A. shall copy, by action “On Line Discussions”, to all economic operators who participated in the awarding process, except to those who have been definitely disqualified - especially by virtue of paragraph 1, article 302, Law 4412/2016 - the resolution for the award, along with a copy of all proceedings pertaining to the ranking of the Bidders and the appointment of the provisional contractor; moreover, ATTIKO METRO S.A. shall post on the “Electronic tender attachments” the documentation involving the provisional contractor.

Following issuance and communication of the awarding resolution, Bidders not having been definitively disqualified, shall be copied on the unsealed financial offers, the classification of the offers and the submitted awarding back-up documentation, at the care of ATTIKO METRO S.A..

Preliminary appeals can be filed against the aforesaid Resolution, as per paragraph 3.4 of this term. Filing any other administrative appeal against the aforesaid Resolution is not permitted.

3.3.2 The awarding resolution becomes definitive if the following preconditions apply on a cumulative basis:

- a) the awarding resolution has been copied in line with the provisions of the previous paragraph,
- b) If the deadline for filing preliminary appeals elapses idle or in the event that a preliminary appeal is filed, the deadline for filing an application for suspension of the resolution of the Authority for the

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Examination of Preliminary Appeals elapses idle and if an application for suspension of the resolution of the Authority for the Examination of Preliminary Appeals is filed, a resolution is issued on the relevant application, under the reservation of a temporary order, in line with the stipulations of paragraph 6, article 372, Law 4412/2016,

- c) the pre-contractual audit has been successfully completed by the Court of Auditors, in line with articles 324 to 327 of Law 4700/2020 (A' 127), if required,
- d) The Provisional Contractor submits – if so 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 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 reviewed by ATTIKO METRO S.A. and reference shall be made to it in the Partnership Contract. If subsequent alterations are stated, then the subject statement shall be reviewed by the Tender Committee, which shall present its Recommendation before ATTIKO METRO S.A.’s BoD.

Until finalization of the awarding resolution in line with the above, ATTIKO METRO S.A. has the authority to unilaterally determine that the 12-month Preparatory Period shall last longer, 18 months being the maximum duration, in line with the specific provisions of term 1.3.3 of the Invitation. In this case, ATTIKO METRO S.A. shall address an invitation to the Provisional Contractor to submit within a deadline of thirty (30) days the Financial Model provided for in term 2.4.4.2 of the Invitation (accompanied by an updated letter of opinion for the overview of the Financial Model) and approved, in line with the provisions of term 2.2.9.2.B5 herein, the Financing Letter provided for in term 2.4.4.1 of the Invitation (and its separate sub-annexes, namely the Commitment Letter for Investment and the Bank(s) Letter for Verification) and the Financial Offer provided for in term 2.4.4.4 of the Invitation,, updated in such a way that no parameter of his Financial Offer is changed except for the allocation of the availability payment per year. This change in the allocation of the availability should be effected in a way that the overall amount of the offer in terms of net present value of the Availability Payments, as calculated in line with the Financial Offer Sample, remains the same with the amount of the Financial Offer on the basis of which the economic operator was announced as Provisional Contractor. The extension to the duration of the preparatory period shall not be accompanied by any compensation and the overall duration of the contract in calendar years shall remain unchanged.

Due to the fact that the table entitled “Annual Flat Charge for the First Twelve Months of the Commercial Revenue Service” of the Financial Offer is an integer, without decimals, in the event that the re-adjustment of the Annual Flat Charge for the First Twelve Months of the Commercial Revenue Service (for the purposes of this paragraph) cannot be precisely elaborated, so that the amount of the Financial Offer, as it will be shown on the table entitled “Amount of the Overall Offer in Net Present Value Terms” remain the same, ATTIKO METRO S.A. may accept a downward margin of error in relation to the original amount of the overall offer in net present value terms - capped at 0,00003%.

3.3.3 Upon finalization of the awarding resolution, ATTIKO METRO S.A. shall call upon the Contractor 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 ESIDIS sub-system, subject to the stipulations of paragraph 8 of article 105 Law 4412/2016. The Contract is considered concluded upon notification of the invitation addressed to the Contractor.

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If the Contractor fails to present himself to sign the Contract within the deadline set in the special invitation without prejudice to reasons of force majeure, he shall be declared forfeited and 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 term 3.2 concerning the Bidder, whose offer follows in the classification table drawn by the Tender Committee. If none of the Bidders present themselves for signing the Contract, the awarding procedure shall then be cancelled.

In this case, ATTIKO METRO S.A. may seek compensation, in addition to the forfeited Letter of Guarantee, especially by virtue of articles 197 and 198 of the Civil Code.

ATTIKO METRO S.A. maintains the right not to award the Tender and to cancel same (in accordance with term 3.5 herein), without this creating an obligation for any kind of compensation to any Bidder.

If ATTIKO METRO S.A. fails to address an invitation for the Contract signing, within a time period of sixty (60) days upon finalization of the awarding resolution, without prejudice to an overriding reason of public interest or objective reasons of force majeure, the contractor is entitled to refrain from the signing of the Contract without forfeiture of his Letter of Guarantee, and seek compensation especially by virtue of articles 197 and 198 of the Civil Code.

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 conclusion procedure Documents. The Contract to be concluded with associations shall be signed by the Legal Common Representative appointed during the submission of the offer on condition that he is legally authorized to this end.

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

- The Good Performance Letter of Guarantee in line with annex II herein.
- The Certificate issued by the Insurance Company(-ies) for the insurance coverage of the Contract.

The original insurance policies shall be provided by the Contractor within a deadline of 20 calendar days upon Contract signing together with the receipt of payment of the first instalment of the premium.

- The notary act for the establishment of the Special – Purpose (Special Vehicle) Company, as specifically stipulated in article 1, paragraph 4 of Law 3389/2005.
- The subcontracts, in case of a sub-contracting work.
- The BoD Resolution(s) of the Special Purpose Company (SPC) concerning the SPC representation, accompanied by the required back-up document proving the publication of the subject Resolution(s) (if such case exists).
- The ratified copy of the SPC Statutes.
- The Certificate confirming the SPC’s setting up and its registration in the General Commercial Registry (GEMI).
- The financing documents (if applicable), including the Main Financing Agreements, as described in the Partnership Contract (if applicable), which cannot deviate from the statements included in the Financial Offer.
- The Committed Investment Agreement, which cannot deviate from the statements in the Financial Offer.

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- The Subordinated Loan Agreements (if applicable), which cannot deviate from the statements in the Financial Offer.
- Independent letter of opinion/ overview report of the Financial Model, in line with the terms of this document, accompanied by the Financial Model and its Manual, which, however, do not bring any change to any of the parameters of the Financial Offer.
- Any other document that AM deems necessary for the signing of the Contract.

Given that the financing and/or the funds raising for the Contractor's Financial Offer derives from the Committed Investment stipulated in term 2.4.4.1 herein, the Contractors' founders as well are under the obligation to be present to sign the Contract, at the Contract Signing Date, as third contracting parties. Moreover, prior to the Contract signing, the Legal Statement 20977/23-08-2007 (B 1673), provided for in the Joint Decision of the Ministers of Development and State *“Back-up Documentation for keeping the Logs foreseen by Law 3310/2005, as amended through Law 3414/2005”*.

In view of avoiding any delays, **drafts** of the required back up documentation (especially the agreements pertaining to financing and loans) shall be submitted to ATTIKO METRO S.A. for review at least within a ten (10)-day period prior to the contract signing, for ATTIKO METRO S.A. to confirm that the final agreements for financing/committed investment/subordinated debt comply with the Documents related to the Contract Conclusion Procedure.

3.4 Preliminary Appeals/ Provisional Court Protection

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 (articles 345-374) of Law 4412/2016 comes into force, as amended and applicable:

A. Every Interested Party that has or had any interest in being awarded the CContract and has suffered or might suffer any damage due to an executed act or omission on the part of ATTIKO METRO S.A., in breach of the European Union's or national legislation about public contract, shall be entitled to have recourse to the Hellenic Single Public Procurement Authority (HSPPA), in accordance with the stipulations of articles 345 ff, Law 4412/2016 and 1 ff P.D. 39/2017, and file a preliminary appeal against any act or omission on the part of ATTIKO METRO S.A., specifying in detail the legal and actual complaints justifying its request.

In case of an appeal against an act, on the part of ATTIKO METRO S.A., the deadline for filing the preliminary appeal is as follows:

- (a) ten (10) days as of the communication of the contested act to the interested party/economic operator, in case the subject act was communicated either by electronic means or by fax, or
- (b) fifteen (15) days as of the communication of the contested act to the interested party/economic operator, in case other communication means were used, otherwise
- (c) ten (10) days as of the date the interested party/economic operator takes full, actual or presumed, cognizance of the act that harms its interests. Especially for filing an appeal against an Invitation to Tender, full cognizance is presumed after the lapse of fifteen (15) days upon publication in KIMDIS.

In case of omission attributed to ATTIKO METRO S.A., the deadline for filing the preliminary appeal is fifteen (15) days, starting from the day following the date on which the contested omission was committed.

INVITATION TO TENDER

The preliminary appeal shall necessarily be drafted using the standardized form of Annex I, P.D. 39/2017 and shall be filed electronically by action “On Line Discussion” in the electronic field of this specific Tender, by selecting “Preliminary Appeal”, in line with article 18 of JMD Procurements and Services.

For reasons of admissibility of the preliminary appeal's filing, a fee shall be paid in favour of the Greek State by the Party who files the subject appeal, as per the specific stipulations of article 363 N. 4412/2016. The aforesaid fee shall be returned to the Party who files the subject appeal if: a) his appeal was made accepted, either in part or as a whole, b) in case ATTIKO METRO S.A. recalls the contested act or proceeds with the act due prior to the issuance of the pertinent decision by the HSPPA, c) if the Party who files the subject appeal withdraws it in a period up to ten (10) days, as of the date it filed the subject appeal. The deadline for filing a preliminary appeal and the filing itself impede the conclusion of the contract, under penalty of nullity, which is ascertained through the decision made by the HSPPA, further to the filing of a preliminary appeal, in line with articles 368 L. 4412/2016 and 20 P.D. 39/2017. However, just filing a preliminary appeal does not impede the tendering process, subject to the granting of a provisional protection by the Section, in accordance with articles 366 paragraph 1-2 L. 4412/2016 and 15 paragraph 1-4 P.D. 39/2017.

The previous paragraph shall not apply if, during the procedure for the conclusion of the contract, only one (1) offer is submitted.

Once the preliminary appeal is filed, according to the previous paragraphs, ATTIKO METRO S.A., by action “On Line Discussion” proceeds as follows:

(a) On the working day that follows the date of filing, at the latest, it notifies the preliminary appeal to every interested party, that might be harmed by the acceptance of the appeal, for this party to exercise its right for intervention in the appeal examination procedure, as per the provisions of article 362 paragraph 3 and 7 P.D. 39/2017, in order to maintain the validity of the contested act by submitting all critical documents it possesses;

(b) Within a fifteen (15) – day period as of the filing date, at the latest, it transmits the entire case-file, the evidence of the notification to the interested parties, as well as the Opinion Report on the appeal to the HSPPA. In its Opinion Report, ATTIKO METRO S.A. may present an initial or supplementary justification in order to defend itself as regards the contested act against which the appeal was filed.

c) It notifies to all interested parties the Opinion Report, the Interventions and the relevant documentation that might accompany it, via the electronic field of the tender, on the working day that follows their filing date, at the latest.

d) Additional memoranda can be filed by the parties, via the ESIDIS platform, within five (5) days at the latest, further to the notification of ATTIKO METRO S.A.’s views.

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

B. Using the same legal document and in *pro rata* implementation of the provisions of PD. 18/1989, the party who has a legitimate interest in this matter, may request the suspension of the execution of the HSPPA decision and its cancellation before the State’s Council. The same is valid in case of tacit rejection of the preliminary appeal by the Authority for the Examination of Preliminary Appeals. ATTIKO METRO S.A. is also entitled to file the same means of redress if the HSPPA accepts the preliminary appeal. Using the same means of redress Moreover, the Party, whose the preliminary appeal has been made acceptable either in part or in total is also entitled to file the same means of redress.

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It is assumed that, along with the decision of HSPPA, the legitimacy of all acts or omissions on the part of ATTIKO METRO S.A. concerning the aforesaid decision is also contested, if the aforesaid decision, acts and omissions are issued or are executed respectively pending the hearing of the aforesaid application before the court.

The application for suspension and cancellation includes only the complaints that had been filed through the preliminary appeal or concerns the procedure before the HSPPA or the content of its decisions. Should it file the application foreseen in paragraph 1, article 372 L. 4412/2016, ATTIKO METRO S.A. can also make belated allegations on imperative reasons of public interest that render necessary the immediate award of the contract.

The aforesaid application shall be filed before the competent court within a ten (10)-day deadline as of the date when the interested party was copied on or was in full cognizance of the decision, or after the lapse of the deadline for the issuance of the decision on the preliminary appeal, while the hearing date of the application for cancellation must not be more than sixty (60) days as of the filing of the legal document.

A copy of the application, at the applicant's care, shall be served to the HSPPA, to ATTIKO METRO S.A. – if it has not filed this application – and to any third party/interested party, whose subpoena is ordered by the President or the person Presiding the competent Court or Section until the day that follows the filing of the application. For the means of redress to be admissible, the applicant is under the obligation to make the aforesaid notifications within an exclusive deadline of two (2) days further to the issuance and receiving the above act of the Court. Within an exclusive deadline of ten (10) days upon notification of the aforesaid application, the intervention shall be filed and the case-file accompanied by the opinions of the parties against which the act is brought are submitted. Within the same deadline, the information supporting the allegations of the litigants must be submitted to the Court.

In addition, the intervention is communicated at the care of the party intervening in the remaining parts of the hearing within two (2) days as of the filing of the intervention; otherwise, it is deemed unacceptable. The operative part of the court decision shall be issued within fifteen (15) days following the discussion of the application or 15 days as of the deadline for the submission of memoranda.

The deadline for the filing and the filing of the application before the competent court impede the conclusion of the contract until the final court decision is made, unless the competent judge rules otherwise by interim order. Moreover, the deadline for the filing and the filing of the application impede the awarding procedure progress for a time period of fifteen (15) days, as of the filing of the application, unless the competent judge rules otherwise by interim order. The filing of the application calls for the payment of a fee, in line with the provisions of article 372 paragraph 5 L. 4412/2016.

If the interested party did not apply for or if the party applied unsuccessfully for the suspension and the contract was concluded and its execution was completed prior to the discussion of the application, then applicable shall be paragraph 2, article 32 of P.D. 18/1989.

If the court annuls an act or an omission on the part of ATTIKO METRO S.A. after the conclusion of the contract, the prestige of the awarding authority is not compromised, unless the procedure for the contract conclusion had been suspended before the contract was concluded. In case the contract is not null and void, the interested party is entitled to claim compensation, in line with article 373 L. 4412/2016.

Subject to the provisions of L. 4412/2016, for the hearing of the disputes of this term, applicable shall be the provisions of P.D. 18/1989.

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3.5 Annulment of the Procedure

3.5.1 Further to the BoD’s Resolution specifically justified 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 conclusion procedure Documents and the provisions of Law 4412/16, or
- b) if no one of the Bidders come to sign the Contract, within the deadline determined by the invitation.

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

- a) for irregular conduct of the tender awarding procedure, without prejudice to the provisions of paragraph 3, article 317, Law 4412/16
- 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
- e) if the provisions of paragraph 3 and 4, article 97, Law 4412/16 concerning the validity period of the offers apply
- f) for other reasons of public interest.

3.5.3 If errors or omissions are noted at any stage of the awarding procedure, the BoD of ATTIKO METRO S.A. may, further to the opinion of the Tender Committee, cancel the Tender procedure in part or reform accordingly the result of the procedure or resolve to repeat the procedure from the point where an error or omission was noted.

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

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

INVITATION TO TENDER

ANNEXES

ANNEX I – BRIEF DESCRIPTION OF THE PHYSICAL AND FINANCIAL SCOPE OF THE CONTRACT

ANNEX II – SAMPLE LETTERS OF GUARANTEE

ANNEX III – PROOFS OF EVIDENCE AS CONCERNS THE CREDIT AND FINANCIAL COMPETENCE

ANNEX IV – TABLE PROVING THE TECHNICAL AND PROFESSIONAL COMPETENCE

ANNEX V – SAMPLE FINANCIAL OFFER SUBFOLDER

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ANNEX I – Brief Description of the Physical Scope of the Contract

The Contract shall include the two individual periods mentioned below, namely:

- a. the Preparatory Period, and
- b. the Operation and maintenance Period.

Preparatory Period

The Preparatory Period is divided into:

- a) the Preparatory Period A', whose duration shall be from twelve (12) up to eighteen (18) months as of the Contract Signing Date, in implementation of term 1.3.3.2 of the Invitation to Tender, within which both ATTIKO METRO S.A. and the Contractor ought to fulfil their respective obligations related to the Preparatory Period A', for the Commercial Revenue Period A' to commence, in accordance with the stipulations of the Partnership Contract.
- b) the Preparatory Period B', within which both ATTIKO METRO S.A. and the Contractor ought to fulfil their Preparatory Period B' obligations, for the Commercial Revenue Period B' to commence, in accordance with the stipulations of the Partnership Contract and the document entitled “Technical Description and Specifications”.

During the Preparatory Period, the Contractor shall procure, install and commission the IT-ERP Information System to support the administrative operation of the Thessaloniki Metro.

Moreover, during the two individual Preparatory Periods for both the Base Line and the Extension to Kalamaria (in stages, in line with the requirements of the document entitled “Technical Description and Specifications”), the Contractor is under the obligation to indicatively fill in the required positions of the personnel, who shall participate in and follow up the Trial Run activities, in order to ensure the reliable and safe operation of the system, to train and certify the competence of his personnel, to organize in total the operation, maintenance, cleaning, security and management of the fare collection system, to prepare the Rule Book, the Operation and Maintenance Procedures, to compile the Quality Management System (QMS), the Health and Safety Program, the Environmental Management Program and all remaining documents and manuals, which are necessary prior to the commencement of Thessaloniki Metro operation, as these are specified in the individual Documents of the Contract; moreover, the Contractor is under the obligation to certify, through an independent safety auditor, the operation and maintenance procedures in accordance with the manufactured systems and rolling stock, and to proceed with any actions falling under his responsibility as regards the issuance of permits and certificates required for the commencement of the Metro operation in each of the two phases referred to above.

Commercial Revenue Service Period

The Commercial Revenue Service Period is divided, in its turn, into:

- a) Commercial Revenue Service Period A', which is the commercial revenue service period of the Base Project,
- b) Commercial Revenue Service Period B', which is the commercial revenue service period of the Base Project and of the Extension.

INVITATION TO TENDER

During the Commercial Revenue Service Period, the Contractor shall be fully responsible for the daily operation and maintenance of all assets, equipment and spare parts of the Thessaloniki Metro network (Base Line and Extension to Kalamaria).

The Contractor shall be responsible for the operational integration of the projects into the 2 phases, taking into account the various E/M systems provided to the Base Project and the Extension, as well as both Series of rolling stock.

During the Commercial Revenue Service Period, the scope of Services includes, indicatively, the following key services for the Thessaloniki Metro network:

1. Operation
2. Maintenance
3. Cleaning
4. Security
5. Management of the Automatic Fare Collection (AFC) System.

In the context of maintenance, it is required to conduct the acceptance and organization of the management of all spare parts, consumables and special tools foreseen to be provided by the contractors responsible for the Construction, Systems and the Rolling Stock.

Other scopes concerning services to be executed by the Contractor, along with the scopes detailed above, are described in detail in the documents entitled “Technical Description and Specifications”, in “Cleaning and Security”, in the Insurances Document, as well as in RAMS Requirements Document.

INVITATION TO TENDER

ANNEX II – Letter of Guarantee Samples

ΥΠΟΔΕΙΓΜΑ

ΕΓΓΥΗΤΙΚΗ ΕΠΙΣΤΟΛΗ ΣΥΜΜΕΤΟΧΗΣ

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

Ημερομηνία έκδοσης:

Προς: ΑΤΤΙΚΟ ΜΕΤΡΟ Α.Ε.

(Διεύθυνση ΑΤΤΙΚΟ ΜΕΤΡΟ Α.Ε.)

.....

Εγγύηση μας υπ' αριθμ. ποσού ευρώ¹.

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 ευρώ² 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 Προσώπων ή Οικονομικών Φορέων:] των φυσικών/νομικών προσώπων

α) (πλήρη επωνυμία), ΑΦΜ: (διεύθυνση)

β) (πλήρη επωνυμία), ΑΦΜ: (διεύθυνση)

γ) (πλήρη επωνυμία), ΑΦΜ: (διεύθυνση)

(συμπληρώνεται με όλα τα Μέλη της Ένωσης)

ατομικά και για κάθε μία από αυτές και ως αλληλέγγυα και εις ολόκληρο υπόχρεων μεταξύ τους, εκ της ιδιότητάς τους ως μελών της Ένωσης προσώπων ή οικονομικών φορέων, 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.

1 Το ύψος της εγγυητικής επιστολής συμμετοχής καθορίζεται στα Έγγραφα της της διαδικασίας σύναψης της Σύμβασης σε συγκεκριμένο χρηματικό ποσό αναγράφεται ολογράφως και σε παρένθεση αριθμητικώς.

2 Όπως υποσημείωση 3.

INVITATION TO TENDER

Η καταληκτική ημερομηνία υποβολής προσφορών είναι η/2022 και ώρα 11:00 π.μ.

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 υπόκεινται στην αποκλειστική δικαιοδοσία των αρμόδιων Ελληνικών Δικαστηρίων της Αθήνας κατά το ελληνικό δίκαιο.

(Εξουσιοδοτημένη Υπογραφή)

INVITATION TO TENDER

ΥΠΟΔΕΙΓΜΑ/ SAMPLE

PARTICIPATION LETTER OF GUARANTEE

Issued by (Full name of the Credit Institution)

...../ T.M.E.Δ.Ε.

Date of issuance:.....

To: ATTIKO METRO S.A.

.....

(Address of ATTIKO METRO S.A.)

.....

Our Guarantee no.against the amount of euro³.

We hereby declare that we irrevocably and unreservedly guarantee waiving our rights to make use of the benefit of division and discussion up to the amount of euro⁴ in favor 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 Persons or Economic Operators]: 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 of Persons or Economic Operators for its/their participation, in accordance with ATTIKO METRO S.A. Invitation to Tender (number) for the appointment of a Contractor for the award of a Contract:

"(title of Contract).....".

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

The aforementioned amount remains at your disposal and shall be paid in full or in installments. 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 end date for the submission of the offers is/2022 at 11:00h.

³The amount of the Letter of Guarantee for participation in the tender is set in the Documents for the Contract conclusion procedure against a specific amount, it is written in full and in numbers in brackets.

⁴See footnote 3.

INVITATION TO TENDER

The present guarantee shall remain valid until

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

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

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

(Authorized Signature)

INVITATION TO TENDER

ΥΠΟΔΕΙΓΜΑ
ΕΓΓΥΗΤΙΚΗ ΕΠΙΣΤΟΛΗ ΚΑΛΗΣ ΕΚΤΕΛΕΣΗΣ

Εκδότης (Πλήρης επωνυμία Πιστωτικού Ιδρύματος)

Ημερομηνία έκδοσης

Προς: ΑΤΤΙΚΟ ΜΕΤΡΟ Α.Ε.

.....
(Διεύθυνση ΑΤΤΙΚΟ ΜΕΤΡΟ Α.Ε.)

Εγγύησή μας υπ' αριθμ. ποσού ευρώ³.

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

υπέρ του (πλήρης επωνυμία του Αναδόχου)
..... και υπέρ των (επωνυμία αρχικών μετόχων)

ΑΦΜ: (διεύθυνση)

για την καλή εκτέλεση της υπ αριθ σύμβασης "**(τίτλος σύμβασης)**", σύμφωνα με την (αριθμό) Διακήρυξη της Αττικό Μετρό Α.Ε..

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

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 υπόκεινται στην αποκλειστική δικαιοδοσία των αρμόδιων Ελληνικών Δικαστηρίων της Αθήνας κατά το ελληνικό δίκαιο.

(Εξουσιοδοτημένη Υπογραφή)

³ Ολογράφως και σε παρένθεση αριθμητικώς.

⁴ Όπως υποσημείωση 3.

INVITATION TO TENDER

**SAMPLE
GOOD PERFORMANCE LETTER OF GUARANTEE**

Issued by (Full name of the Credit Institution)

.....

Date of issuance:

To: ATTIKO METRO S.A.

(Address of ATTIKO METRO S.A.)

.....

Our Guarantee no. against the amount of euro⁶.

We hereby declare that we irrevocably and unreservedly guarantee waiving our rights to make use of the benefit of division and discussion up to the amount of euro⁷

In favor of: (full name of the Contractor)
..... and in
favor of (name of the Initial Shareholders)

.....
Tax Payer's Number (address)

for the good performance of the contract "**(title of the contract)**", in accordance with ATTIKO METRO S.A. Invitation to Tender (number)".

The aforementioned amount remains at your disposal and shall be paid in full or in installments. 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, do 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)

⁶The amount of the Letter of Guarantee is written in full and in numbers in brackets.

⁷ See footnote 6.

INVITATION TO TENDER

ANNEX III – Proofs of Evidence related to the credit and financial competence

1. CREDIT AND FINANCIAL COMPETENCE RELATED CRITERION

1.1. COMPANIES, referred to in paragraph 2.2.5.1

An Individual Bidder in the form of a Company shall submit copies of the published financial statements (consolidated on a per case basis) of the last three (3) audited fiscal years, in line with the International Financial Reporting Standards (“IFRS”), or, if there is no such an obligation for compilation in accordance with the IFRS, in line with the accounting standards imposed or allowed by the applicable legislation of the country of origin/establishment of the company, on condition they have been audited by an internationally acknowledged auditing firm (which complies with the principles of independence and the code of ethics for professional accountants, it is registered in the competent authority of the country where the company is established – relevant proof of evidence for the valid registration in effect should be submitted in original or certified photocopy) and have been published in line with the applicable law of the country of origin/establishment (depending on the case) of the company, along with proof of evidence for the relevant publication.

In case there is not any obligation for compiling audited fiscal statements, in line with the applicable law of the country of origin/establishment of the company, the company shall submit a legal statement certified by a responsible judicial or administrative authority, a notary public or a responsible professional or commercial entity in line with the applicable law of the country of origin/establishment (depending on the case), verifying that no audit is required in accordance with the applicable legislation; the legal statement shall be accompanied by the non-audited fiscal statements (as per Sample Statement 2 of this annex).

In case the provisions for consolidated statements apply to the Bidder (vertical consolidation, i.e. if the Interested Party itself is the parent company and compiles consolidated fiscal statements in which the Contracting Party is the parent company), the credit and financial competence shall be checked on the basis of the consolidated fiscal statements.

The financial statements shall be complete and shall be submitted as such, they shall be accompanied by a report – if any – and shall be duly signed in accordance with the applicable legislation of the company’s establishment, and be submitted in original or certified photocopy.

For every package of financial statements (for every respective relevant fiscal year), there shall be an accompanying proof for the subject statements’ publication (for instance, for companies established in Greece, the information that has to be submitted consist in an extract from the General Commercial Registry G.E.M.I. In case the applicable law of the country of establishment of the company does not require the publication of financial statements, the company – further to the non-published financial statements – shall submit a statement under oath (affidavit) or, for member-states where affidavits are not issued, a Legal Statement certified before a responsible Judicial or Administrative Authority, a notary public or a responsible professional or commercial entity, in line with the law of the country of origin / establishment (depending on the case), verifying that no publication is required, along with all remaining data required by this Invitation (as per Sample Statement 2 of this annex).

An affidavit or, for member-states where affidavits are not issued, a Legal Statement, which will have been drafted after the communication to the invitation to the Provisional Contractor, for the latter to submit the proof of evidence, certified before a responsible Judicial or Administrative Authority, a notary public or a responsible professional or commercial entity, in line with the law of the country of origin / establishment (depending on the case), verifying compliance with the credit and financial competence criterion described

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in term 2.2.5, along with a table depicting the credit and financial data (as per Sample Statement 1 of this annex).

All such legal statements must be accompanied by the total of the complete financial statements and by any report, should it have been issued, duly signed (see the details referred to in the previous paragraph still in effect).

1.2 PRIVATE / INSTITUTIONAL EQUITY FUNDS, referred to in paragraph 2.2.5.2

The Private / Institutional Equity Funds shall submit:

a) Copies of the most recently audited financial statements (consolidated on a per case basis) or a report drafted by an independent auditor or a relevant certificate of a certified auditor, who, in all cases, shall be an internationally acknowledged auditing firm (which complies with the principles of independence and the code of ethics for professional accountants, it is registered in the competent authority of the country where the company is established – relevant proof of evidence for the valid registration in effect should be submitted in original or certified photocopy) that must have been issued during the last thirty (30) calendar days prior to their submission, verifying that the Private / Institutional Equity Fund possesses funds – committed for investment and non-invested funds – amounting at least to fifty million (50,000,000.00) euro in the fiscal year that precedes its submission date. ATTIKO METRO S.A. is entitled to request the auditor's report or the certificate mentioned above, even if the Bidder has already submitted its Financial Statements.

b) The Affidavit/Legal Statement foreseen in paragraph 1.1 above (as per Sample Statement 1 of this annex).

1.3 PHYSICAL ENTITIES, referred to in term 2.2.5.3

a) For cash deposits in a bank or any other credit institution legally operating in at least one EU, EEA or OECD member-state, a recent certificate (issued no more than 3 months prior to the Offer Submission Date), issued by a bank or other credit institution, must be submitted;

b) For liquid and transferable securities, a recent certificate (issued no more than 3 months prior to the Offer Submission Date) issued by a bank, investment services company, depositary or other legal entity legally qualified to issue such certificates and legally operating in at least one EU, EEA or OECD member state must be provided;

c) Affidavit / Legal Statement provided for in paragraph 1.1 above (per Sample Statement 1 of this annex);

The overall documentation stipulated above to be submitted by the physical entities shall be subject to acceptance or rejection by ATTIKO METRO S.A.. ATTIKO METRO S.A. may accept or reject the proof of funds if they are deemed difficult to liquidate or if they are considered undervalued.

1.4 ASSOCIATIONS OF PERSONS, referred to in term 2.2.5.4

In case of an Association of Persons or economic operators, the Association of Persons shall submit the back-up documentation, statements and proof of evidence, as provided for in paragraph 1.1 of this annex for every Member of its.

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1.5 Third Party Resources, as regards credit and financial competence referred to in term 2.2.5

Every Bidder or Member of an Association of Persons or economic operators who relies on Third Party resources in order to fulfill the criteria related to the credit and financial competence, must also submit the respective – on a per case basis – back up documentation in order to prove fulfillment of these criteria by the subject Third Party, along with an affidavit or, for member-states where affidavits are not issued, a Legal Statement certified before a responsible Judicial or Administrative Authority, a notary public or a responsible professional or commercial entity, in line with the law of the country of origin/setting up/establishment (as the case may be), concerning compliance with the Credit and Financial Competence Criterion described in term 2.2.5.5 and stating that the subject Third Party shall unconditionally make available all necessary credit and financial resources it possesses to the Bidder (or in case of an Association of Persons or economic operators, to the Member of the Association) throughout the Contract and for as long as it might be required by the Contract conclusion procedure Documents and that it commits itself that it shall be fully and severally liable before ATTIKO METRO S.A., in case the terms defined in paragraph 2.2.5 of the Invitation are not adhered to (as per Sample Statement 1 of this annex).

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SAMPLE STATEMENT 1 – Financial and Credit Competence

To: ATTIKO METRO S.A.

I/We, the undersigned [...] (full name), son/daughter of [...] (father's full name) and of [...] (mother's full name), holder of [...] (country) passport/ID number [...] issued by [...] (the issuing Authority of the passport/ID) on [...] (date of issuance of the passport/ID), [...] (country) citizen, born in [...] (place of birth, city and country) on [...] (date of birth), resident of [...] (country – city – street – postal code) {in case the legal representatives of the company are more than one, the details of all representatives who shall sign must be filled in}, acting in my/our capacity as legal representative(s) of the legal entity under the corporate title of [...] (full corporate title), established based on the legislation of [...] (country), under the company's registration number [...] and registered office in [...] (country - city – street – postal code), [...] (country) Tax Identification Number [...], hereby state, with regard to the submission of offer by the company / Association of Persons / (full title of the Bidder) to the tender called for by ATTIKO METRO S.A. for the conclusion of a contract entitled **“International Tender Based on the Open Procedure for the Conclusion of a PPP Contract concerning the Operation and Maintenance of Thessaloniki Metro Network”** according to the relevant Invitation to Tender (the “Invitation”) of ATTIKO METRO S.A. [RFP-427/22] that meets the financial and credit competence criteria referred to in term 2.2.5 of the Invitation as follows:

A. Individual Bidder or Third Party

Table A1 – Company referred to in term 2.2.5.1

Year	Annual (consolidated on a per case basis) own funds (net worth)	Average annual (consolidated, on a per case basis) own funds (net worth) [A]+[B]+[C] _____
	[A]	3
	[B]	
	[C]	

Table A2 – Private / Institutional Equity Funds referred to in term 2.2.5.2

Year	Committed, non-disbursed and non-invested funds during the fiscal year that precedes the Offer Submission Date
Upon expiry of year n*	

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* Where year means the most recent fiscal year prior to the Offers Submission Date

Table A3 – Physical Entity referred to in term 2.2.5.3

Date*	Net value of property assets	Total of net value of property assets [A] + [B]
	Cash deposits in a bank or any other credit institution [A]	
	Liquid and transferable securities [B]	

* Not earlier than three months prior to the Offers Submission Date.

Table B- Association of persons referred to in term 2.2.5.4

For each member of the Association of Persons, before filling in the following Table B, Tables A1 or A2 or A3 shall be filled in on a per case basis, depending on whether the member is a company, Private / Institutional Equity Fund or physical entity, indicating the identity of the Member concerned.

Column	(1)	(2)	(3)	(4)	(5)
Member of the Association of Persons	Average annual (consolidated, on a per case basis) own funds (Corporate Entity)	Committed, non disbursed and non-invested funds (Private Institutional Equity Fund)	Net personal assets (Physical Entity))	Participation of a Member of the Association of Persons, expressed in a percentage	Weighted criteria of a Member of the Association of Persons (1) or (2) or (3) by (4)
Member A					
Member B					
Member C					
[...]	[...]	[...]	[...]	[...]	[...]

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Total				100%	Total of column: 5
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If a Bidder or member of the Association of Persons or economic operators or Third Party compiles the financial statements in a currency other than the Euro, the Bidder must convert the required amounts into Euro and invoke the exchange rate used for the conversion into Euro, which must correspond to the current exchange rate valid on the last day of the last fiscal year or, in case Bank certificates are invoked, the exchange rate corresponding to the date shown on the certificates, as published by the European Central Bank.

In case of discrepancies between the aforementioned table and the financial statements or the relevant certificates, the financial statements and certificates shall prevail over the aforementioned table.

(if applicable)

No provision is made for an affidavit in [...] (country of incorporation), and/or in [...] (country of establishment of the company).

In its capacity as [...] (position)

Authorized to sign this statement in the name of (title)

[...] (place), [...] (date)

(signature)

(authenticity of the signature)

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SAMPLE STATEMENT 2

To: ATTIKO METRO S.A.

I/We, the undersigned [...] (full name), son/daughter of [...] (father's full name) and of [...] (mother's full name), holder of [...] (country) passport/ID number [...] issued by [...] (the issuing Authority of the passport/ID) on [...] (date of issuance of the passport/ID), [...] (country) citizen, born in [...] (place of birth, city and country) on [...] (date of birth), resident of [...] (country – city – street – postal code) {in case the legal representatives of the company are more than one, the details of all representatives who shall sign must be filled in}, acting in my/our capacity as legal representative(s) of the legal entity under the corporate title of [...] (full corporate title), established based on the legislation of [...] (country), under the company's registration number [...] and registered office in [...] (country - city – street – postal code), [...] (country) Tax Identification Number [...], hereby state, with regard to the submission of offer by [...] (full title of the Bidder) to the tender called for by ATTIKO METRO S.A. for the award of the contract entitled **“International Tender Based on the Open Procedure for the Conclusion of a PPP Contract concerning the Operation and Maintenance of Thessaloniki Metro Network”**, according to the relevant Invitation to Tender (the “Invitation”) of ATTIKO METRO S.A. [...] that:

(if applicable)

No auditing of the financial statements is required in accordance with the legislation of [...] (country of installation of the company).

(if applicable)

No publication of the financial statements is required in accordance with the legislation of [...] (country of installation of the company).

(if applicable)

No provision is made for an affidavit in [...] (country of incorporation), and/or in [...] (country of establishment of the company).

In its capacity as [...] (position)

Authorized to sign this statement in the name of (full corporate title)

[...] (place), [...] (date)

(signature)

(authenticity of the signature)

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ANNEX IV – Proof of Evidence related to the technical and professional competence

In order to prove the requirements of terms 2.2.6.1 and 2.2.6.2 herein, the Bidders are required to submit the following information:

- List of service contracts, proving the required technical and professional competence referred to in terms 2.2.6.1 and 2.2.6.2 herein.
- Relevant certificates of the Project Owners proving the good execution of services, thus, satisfying the contractual requirements of the Project Owners.

The following must be clearly stated in the subject certificates:

- a. The scope of works;
- b. Participation percentages on the entire Contract;
- c. The budget of the Contract;
- d. The Contract signing and completion dates.

In case the subject contracts are jointly executed with other companies (Joint Venture), the certificate shall indicate the participation of the Bidder or the members of the Bidder in the execution of these contracts, as well as the specific scope of this participation.

In case some of the requested information is not included in the subject certificates, this information shall be stated through a relevant legal statement of the Bidder, which shall accompany the certificates. However, the legal statement cannot replace the required certificates for the execution of procurements. The statement shall be submitted exclusively for supplementing procurement related information not indicated on the certificates (e.g. duration, etc.).

Those contracts, for which neither the certificates nor the relevant Legal Statement for any additional information are submitted, shall not be considered as Bidder's experience.

In order to prove the additional requirements of term 2.2.6.3 herein, the Bidders are required to submit certificates for quality management systems per ISO 9001:2015 by accredited certification organizations.

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ANNEX V – Sample Financial Offer Subfolder

B1.1- Sample Letter for the Description of the Financing

To: ATTIKO METRO S.A.

Date: [...]

Subject: Tendering process for the award of the contract entitled “International Tender Based on the Open Procedure for the Conclusion of a PPP Contract concerning the Operation and Maintenance of Thessaloniki Metro Network”

Dear Sirs,

All terms that are used and are not otherwise determined by this letter have the sense attributed to them by the Invitation of ATTIKO METRO S.A. for the award of the Contract “International Tender Based on the Open Procedure for the Conclusion of a PPP Contract concerning the Operation and Maintenance of Thessaloniki Metro Network”.

We hereby state that the financing and/or the raising of funds for the implementation of the remaining foreseen uses included in the table of sources and uses of funds that we have prepared in accordance with term 2.4.4.3 of the Invitation and in compliance with the Business Plan that we have prepared in accordance with term 2.4.4.4 of the Invitation, shall result from the following sources:

1. During the Preparatory Period A’ of the Contract, in line with term 2.4.4.2 “Output/Result Sheets – Summary”

- 1.1. EURO [•] from equities
- 1.2. EURO [•] from loans coming from Acceptable Credit Institutions

2. During the entire Contractual period:

- 2.1. EURO [•] from owner’s equity
- 2.2. EURO [•] from loans coming from Acceptable Credit Institutions
- 2.3. EURO [•] from revenue deriving from Availability Payments

As regards item (1.1) above, our shareholders shall cover, through share capital, a total amount of EURO [·] from Owner’s Equity and, through a (subordinated) shareholders’ loan or quasi-equity, a total amount of EURO [•]. A copy of the Commitment Letter for Investment, in accordance with the sample of annex B1.2 of the Invitation to Tender, is attached hereto.

As regards item (1.2) above, the amount in EURO [·] shall be available to us from loans, in accordance with the letter(s) of the Bank(s) [*title of the Bank(s)*]. A copy of the relevant letter of the aforementioned Bank(s), in accordance with the sample included as annex V of the Invitation, is attached to this letter.

As regards item (2.1), our shareholders shall cover, through share capital, a total amount of EURO [·] from Owner’s Equity and, through a (subordinated) loan of shareholders or quasi-equity, a total amount of EURO [•]. [*If item 2.1 is greater than item 1.1, a copy of the Commitment Letter for Investment is attached to this letter, in accordance with the sample of annex [B1.2 of the Invitation to Tender, including the additional requirement for financing, such that the overall need for Equity be covered throughout the duration of the*

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Contract, in which case, no additional letter is required. Alternatively, two (2) letters of annex B1.2 can be issued covering both the preparatory period and the overall duration of the Contract].

As regards item (2.2) above, the amount of EURO [-] is available to us from loan capitals, in accordance with the letter(s) of the Bank(s) [title of the Bank(s)]. [If item 2.2 is greater than item 1.2, a copy of the letter(s) of the relevant Banks/lending institutions is attached to this letter, in accordance with the sample of Annex B1.3 of the Invitation to Tender, including the additional requirement for financing, such that the overall Bank debt related need be covered throughout the duration of the Contract, in which case, no additional letter is required. Alternatively, two (2) letters of annex B1.3 can be issued covering both the preparatory period and the overall duration of the Contract].

In its capacity as.....

On behalf and in the name of (trade name of the Bidder)

(Signature(s))

(Authenticity of the Signature)

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B1.2 Commitment of Investment - Sample Commitment Letter for Capital Investment

From:

[Bidder 1]

[Bidder 2]

[Bidder 3]

[Bidder 4]

(jointly, the **“Bidders”**)

To:

ATTIKO METRO S.A.

191-193 Messogion Avenue

115 25 Athens, Greece

Date: [...]

Subject: Tendering Process for the award of the contract entitled “International Tender Based on the Open Procedure for the Conclusion of a PPP Contract concerning the Operation and Maintenance of Thessaloniki Metro Network” (the “Tendering Process”)

Dear Sirs,

We understand that, in the context of the Invitation to Tender published by ATTIKO METRO S.A. on [date] (the **“Invitation to Tender”**), the [title of the Bidder] (the **“Bidder”**) intends to submit a binding offer in the framework of the Tendering Process.

Furthermore, we understand that, by virtue of term 2.4.4.1 of the Invitation to Tender, the Bidder must confirm the amounts available to him in relation to the Financing of the Contract.

All capitalized terms not otherwise defined in this letter shall have the meaning ascribed to them in the Invitation to Tender and the Final Draft of the PPP Contract.

In cooperation with our consultant, we have examined and we accept the terms of the Partnership Contract, as well as the terms of the Bidder’s Offer and we hereby certify that in the event the Bidder becomes the Provisional Contractor, we will participate in the share capital that corresponds to the established Special – Purpose Company (SPC), in accordance with the provisions of the Invitation to Tender. We further state that we will not require further negotiation of the terms of the Partnership Contract.

Each of us individually (and not jointly or jointly and severally) hereby irrevocably undertake to make available, directly or indirectly, to the Provisional Contractor the amount set out against our respective corporate names in the table below, in cash, in immediately available funds, to ensure that the Provisional Contractor will have (together with other amounts available to him in cash or cash equivalents or borrowed funds) sufficient cash to satisfy payment of the Financial Offer Amount in accordance with the terms of the Partnership Contract.

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Name of the Bidder	Individual Commitment (amounts in EURO)
	[]
	[]
	[]
Committed Investment	[]

Individual commitment means the committed investment of each Bidder and the sum of the individual commitments shall constitute the total committed investment and the maximum amount payable under this letter: (i) by the Bidders shall not exceed the required total commitment and (ii) by each Bidder shall not exceed the amount of each Bidder’s individual commitment.

Moreover, each Bidder hereby certifies that, on the date of this letter:

- a) has obtained all necessary internal corporate approvals and has proceeded to all other actions (e.g., shareholder, governmental, or other authorizations or consents) that may be required with respect to his ability to enter into and perform his obligations under this letter;
- b) the assumption and performance of his obligations under this letter does not (i) violate any provision of his constituent document and/or his statutory and/or any other equivalent document of establishment or (ii) result in a violation of any law or regulations of his jurisdiction of incorporation or any instruction (order), decree or decision made by a court or any governmental or regulatory authority;
- c) the obligations deriving hereunder constitute binding obligations for the Bidder;
- d) there is availability of funds for the payment of the Committed Investment;
- e) accepts the risk allocation and the commercial terms in accordance with the Partnership Contract;
- f) accepts the Financial Model submitted along with the Offer of the Provisional Contractor;
- g) if the Bidder is appointed as Provisional Contractor and until the Date of Commencement of the Contract, he shall proceed with the issuance of the Letters of Guarantee against an amount equal to his Individual Commitment, by Accepted Credit Institutions or eligible insurance entities, in accordance with the stipulations of the Partnership Contract;
- h) the terms and preconditions for the payment of the committed investment included in the Offer are complete and accurate;
- i) he undertakes the obligation not to proceed with the imposition of an additional financing margin or other commissions, apart from those included in the Bidder’s Offer.

This letter can be signed in any number of copies, as well as by each party in separate copies. Each copy is original, but all copies shall constitute a single document. Delivery of a copy of this letter attached to an e-mail in PDF format or via FAX shall be considered as valid way of delivery.

This letter shall be in effect throughout the validity period of his Offer (name of the Bidder), as this can be extended in accordance with the terms of the Invitation to Tender.

This letter is governed by the Greek Law. Each of the parties hereunder accepts to be subject to the exclusive jurisdiction of the Courts of Athens, Greece, in relation to any dispute concerning this letter.



**“International Tender Based on the Open Procedure for the
Conclusion of a PPP Contract concerning the Operation and
Maintenance of Thessaloniki Metro Network”**

**RFP-427/22
Α.Σ: 164503**

INVITATION TO TENDER

Respectfully,

In his capacity...

For and on behalf of (state the corporate name of the Bidder)

(Signature(s))

(Authenticity of the Signature)

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B1.3 Sample Letter to the Bank(s) for Confirmation of the Availability of Funding

[To be Filled in by Acceptable Credit Institutions]

From: [Title of the Bank(s)]

To: [Title of the Bidder]

ATTIKO METRO S.A.

Date: [...]

Subject: Tendering Process for the award of the contract entitled “International Tender based on the Open Procedure for the Conclusion of a PPP Contract concerning the Operation and Maintenance of Thessaloniki Metro Network”

Dear Sirs,

We refer to the Invitation to Tender of ATTIKO METRO S.A. concerning the tendering process for the eventual award of the contract “International Tender Based on the Open Procedure for the Conclusion of a PPP Contract concerning the Operation and Maintenance of Thessaloniki Metro Network” from ATTIKO METRO S.A. to [title of the Bidder] (the “Bidder”). All capitalized terms that are used and are not otherwise determined by this letter have the sense attributed to them by the Invitation of ATTIKO METRO S.A. for the award of the Contract “International Tender Based on the Open Procedure for the Conclusion of a PPP Contract concerning the Operation and Maintenance of Thessaloniki Metro Network”.

We hereby have the pleasure to confirm our support to the Interested Party in relation to its Financial Offer and we hereby accept that this letter will be integrated into and be part of the Financial Offer to be submitted by the Bidder, in line with term 2.4.4.2 of the Invitation.

We have examined and we express our satisfaction as regards the terms of the Partnership Contract, as well as the key information of the Financial Offer of the Bidder and we hereby confirm that we have in principle received in-house pre-approval regarding the support to the Financial Offer of the Bidder, in case it is appointed as the Contractor, at a percentage equal or over 100% of the overall borrowing requirements of the Bidder for the implementation of the remaining items foreseen in the table of sources and uses of funds during the Contract execution period – submitted by virtue of term 2.4.4.3 of the Invitation – acknowledging that we will not require any further negotiation of the Contract terms.

More specifically, we hereby confirm that, based on the audit we performed:

(a) there are not critical pending items of commercial nature between our Bank and the Bidder, as far as our funding terms towards him is concerned;

(b) The loan amounts of the Bidder proposed in his Offer, cover, as wisely as possible, 100% of the overall needs for the implementation of the items foreseen in the table of sources and uses of funds, submitted by virtue of term 2.4.4.3 of the Invitation, subject to the conditions mentioned here-below;

(c) the financial model notified to our Bank by the Bidder is accepted and is in accordance with the terms set by our Bank (subject to any modifications to derive after the completion of the technical review and the final review of the accuracy, completeness and compatibility of the Financial Model), and

(d) The terms and conditions of our funding are enclosed with the Financial Offer of the Bidder and include, as a minimum, the items listed in annex B1.3. The aforementioned terms and conditions shall be subject to:

- i. The satisfactory completion, on our part, of a detailed control procedure;

INVITATION TO TENDER

- ii. The final in-house approvals by the those participating in the funding and the organization of the funding;
- iii. A satisfactory legal, technical and insurance accreditation;
- iv. The final review of the accuracy, completeness and compliance of the financial model, and
- v. The non-essential adverse change in the actual financial and legal conditions, as compared to those valid at the date this letter is issued. **“Essential Adverse Change”** means any event(s) or circumstances as of the issuance of this letter up to the signing of the loan related documentation (the **“Main Financing Agreements”**), which, in our opinion, (acting fairly and on the basis of the commonly accepted business practices and business ethics) would affect essentially and adversely:
 - (i) The international and domestic money and loan markets or the banking market, in general;
 - (ii) Our refinancing cost for durations corresponding to those of the main financing agreements;
 - (iii) The business perspectives of the Bidder as regards the award, as these were developed at the time when the Financial Offer was submitted;
 - (iv) The credit, financial, legal and general status of the Bidder;
 - (v) The ESPD/contract option to pay off loans, as these become payable.

To avoid any doubt, the essential adverse changes shall not include fluctuation at price levels usual in the debt, banking or money markets.

In case a Contractor is appointed and, subject to the reservation mentioned above, only the required actions for the finalization and signing of the Contract Documents making possible the disbursement of the loan(s) shall take place.

In addition, we recognize that there shall be no further negotiation of the Contract terms and that the final versions of the financing agreements or documents shall not adversely affect the contractual rights and obligations of ATTIKO METRO S.A., deriving from the Invitation.

This letter is in effect for a period of twelve (12) months as of the day that follows the ending date for the submission of the offers, a period equal to the offers’ validity period. Should it be requested by ATTIKO METRO S.A., further to its written request, the validity of this letter shall be extended for an additional six (6)-month period. For any further extensions to the validity of this letter, a relevant approval by the competent Committee(s) of our Institution(s) shall be required.

This letter shall be governed by Greek Law. Every Party involved in this letter shall accept its subjection to the exclusive jurisdiction of the courts of Athens (Greece) in case of any disputes herein.

Respectfully,

On behalf and in the name of *[title of the Bank(s)]*

(Stamp(s) and Signature(s):

.....

Name:

Position:

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B1.4 Financing Terms Minimum Content

For every type of loan funds provided for in the ESPD, the following information, as a minimum, shall be provided:

1. full details of the identity of the lenders
2. percentage of the overall amount that each lender commits itself to grant
3. type of loan financing and objective of the loan
4. amount of the loan
5. **conditions precedent to drawdown**
6. grace period, paying off plan
7. basic interest rate
8. interest rate margin
9. any other cost related to financing (on a per case basis)
10. any other information deemed critical for the subject financing

INVITATION TO TENDER

B2 Sample Financial Offer

The Sample Financial Offer shall be posted on ESIDIS in a .pdf format and in an editable Microsoft excel file. Any modification of the sample, other than filling in the Financial Offer input data is strictly forbidden and can lead to disqualification.

B3 Sample Summary

The Sample Summary shall be posted on ESIDIS in an editable Microsoft Excel format. Any modification of the Sample other than the filling in of the input data is strictly prohibited and may lead to disqualification.