



**TITLE OF THE TENDER: “TECHNICAL CONSULTANT SERVICES  
FOR ATTIKO METRO S.A. PROJECTS IN  
THESSALONIKI REGION”**

**RFP-434/23 (Α.Σ. 189830)**

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

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**INVITATION TO TENDER****CHAPTER A****ARTICLE 1 INTRODUCTION – AWARDING AUTHORITY INFORMATION - CONTACT INFORMATION**

- 1.1**      ATTIKO METRO S.A. a SINGLE-MEMBER S.A. Company, trading as ATTIKO METRO S.A., was established via Article First of Law 1955/91 (FEK 112/18.07.91, v. A'). The purpose of ATTIKO METRO S.A., which is determined via Article 2 of Law 1955/91, as this is amended through article 35 of L. 3202/03 (and articles 121 and 145 of Law 4070/12 is the design, construction, organization, management, running, operation and development of the Urban Railway Network of Attica and Thessaloniki Region and, in general, of the Electric Railway of Attica and Thessaloniki Region with the exception of OSE Railway Network (electrification or non-electrification network ) as well as of the TRAMWAY network in whole Greece.

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

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

- 1.2**      The Awarding Authority, Owner of the Contract and Employer the Contract to be compiled is ATTIKO METRO S.A..

**1.3      Contact Information:**

<b>Title</b>	ATTIKO METRO, a SINGLE-MEMBER S.A. Company, trading as ATTIKO METRO S.A.
<b>Tax No./Tax Authority</b>	094325955 / Athens FAE
<b>Postal Address</b>	191-193 Messogion Avenue
<b>City</b>	Athens
<b>Postal Code</b>	115 25
<b>Country</b>	Greece
<b>Contact Person</b>	Aikaterini Saiti
<b>Tel. No.</b>	210-6792473, 210-6792351
<b>Fax No.</b>	210-6726126

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e-mail	<a href="mailto:ksaiti@ametro.gr">ksaiti@ametro.gr</a>
Geographical Area of the Agency (Nuts)	EL 30
Geographical Area of the Location where the Contract shall be executed (Nuts)	EL 30 & EL 522

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

**2.1** The Documents concerning the subject procedure for the contract conclusion shall be as follows:

- a) The Contract Notice, as published in the Official Journal of the European Union (OJEU)
- b) This Invitation to Tender, along with its Appendices and the Clarifications Document that may be published
- c) The European Single Procurement Document (ESPD)
- d)
- e) The Financial Offer Form
- f) The Conditions of Contract
- g) The Document entitled Technical Information about the Consultant's Personnel and Services
- h) The Document entitled Pre-estimated Fee.

The aforesaid documents shall be posted on ESIDIS web portal ([www.promitheus.gov.gr](http://www.promitheus.gov.gr)) and on ATTIKO METRO S.A.'s website ([www.ametro.gr](http://www.ametro.gr)).

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

**2.3** Interested economic operators are given the option, prior to the submission of Offers, to submit questions and request clarifications regarding the documents of this procedure electronically at the web page for this specific tender, via ESIDIS web portal [www.promitheus.gov.gr](http://www.promitheus.gov.gr) **by 20/03/2022, at 11:00.**

It is stressed that for submitting a request for the provision of supplementary information – clarifications, economic operators must be registered in the system; in other words, they must possess the required credentials for Login (username and password) granted to them. Requests for the provision of clarifications that are not submitted electronically via ESIDIS, shall not be examined. The electronic file containing the questions text must be digitally signed.

**2.4** ATTIKO METRO S.A. shall collect all questions that will be submitted through the web page and shall proceed to the issuance of a **Clarifications**

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**Document**, which shall be posted on ESIDIS web site and on the web site of ATTIKO METRO S.A. ([www.ametro.gr](http://www.ametro.gr)) **by 05/04/23 at 11:00h** at the latest. It is stressed that responses shall be provided only to those questions that have been submitted electronically, in line with paragraph 2.3 herein.

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

**ARTICLE 3 PREPARATION METHOD AND CONTENTS OF THE OFFERS– OFFERS’ VALIDITY PERIOD**

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

Offers and the documents accompanying same shall be submitted by the interested parties electronically, via OPS ESIDIS [www.promitheus.gov.gr](http://www.promitheus.gov.gr) portal in an electronic folder of the sub-system “ESIDIS – Public Works”, by the final deadline and until the time determined in article 14 of this Invitation; they shall be signed using, as a minimum, an advanced digital signature, backed up by an acknowledged (approved) certification, in line with paragraph 2, article 37, Law 4412/2016.

In order to participate in this procedure, the interested economic operators shall follow the registration procedure stipulated in article 5, paragraphs 1.2 – 1.4 of the Joint Ministerial Decision (JMD) #166278/25.06.2021 (FEK B 2813/30.06.21) entitled *“Regulations of Technical Issues for the Award of Public Contracts regarding projects, designs and the provision of technical and other related scientific services with the use of the individual tools and procedures of the National System of Electronic Public Procurement (ESIDIS)”* (hereinafter referred to as JMD ESIDIS – Public Works).

The economic operators’ association shall submit a common offer, which, in line with the above, shall necessarily be signed either by all economic operators forming the association or by their representative, duly authorized to this end.

The offer shall define the extent and kind of participation of each member of the association, including the allocation of the fee among them, as well as the association’s representative / coordinator. The subject statement shall be

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included either in the ESPD (Part II, Section A) or in the accompanying legal statement that the members of the association may submit.

**3.2**

The electronic folder of the Offer shall include:

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

**3.3**

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

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

In case information is submitted in ZIP files, the Bidder must submit the part of information that he wishes to indicate as confidential, in line with the above, in separate .pdf electronic files of or in a separate ZIP file.

**3.4**

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

- a) The data and back-up documentation included in the (sub)folder with the indication “Participation back-up documentation” and those included in the (sub)folder with the indication “Technical Offer” shall be electronically filed by the economic operator in Portable Document Format (.pdf) files and shall be accepted, on a per case basis, in line with the following provisions, namely:
  - 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), as in effect about certifying the authenticity of signature – authentication of copies;

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- 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).

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.

- b) At the latest, prior to the date and time of the offers' unsealing process, as set out in article 14 herein, economic operators must submit to ATTIKO METRO S.A., the original letters of guarantee in printed form, except the letters of guarantee issued electronically (e.g. TMEDE guarantees); otherwise, the offers shall be rejected as unacceptable. The aforesaid letters of guarantee shall be submitted in a sealed envelope, in line with paragraph 3.5 of this article.
- c) Bidders shall compile their financial offer by filling in the respective special electronic form of the sub-system and by attaching – in the electronic field named “Electronic Offer Attachments” and in the respective (sub)folder – all information of their offer in a .pdf format.
- d) Subsequently, through the relevant sub-system, bidders shall produce the electronic files [(“Reports”) of the Participation Back up documentation, the Technical Offer and the Financial Offer in .pdf files]. These files shall be acceptable on condition they bear, as a minimum, an advanced electronic signature backed upon by an acknowledged (approved) certification and they are attached to the respective (sub)folders of the offer.

Once the offer is submitted to the system, the sub-system makes automated checks for the verification of the electronic offer in relation to the produced electronic files (Participation Back up documentation, Technical Offer and Financial Offer) and, on condition that these checks are successful, the Offer is submitted to the sub-system. Otherwise, the offer is not submitted and the sub-system will generate an error message on the user interface of the Bidders for the Bidders to make the necessary corrections.

- e) If the financial terms are not depicted in their entirety in the special electronic forms of the sub-system, bidders shall attach – digitally signed – the relevant electronic files, in line with the stipulations of case (d).



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- f) The sub-system generates an electronic confirmation that the offer has been filed; this confirmation is transmitted to the economic operator via an e-mail.

**3.5**

**At the latest, prior to the date and time of the offers' unsealing process,** as set out in article 14 herein, economic operators must submit to ATTIKO METRO S.A., in printed form and in a sealed envelope the information data contained in the electronic offer, which (data) must be submitted in printed form (originals or copies).

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 (Apostile) 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 (Α' 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 (Apostile 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.

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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.

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

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

**FOR THE TENDER:**

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

**(Reference Code RFP-434/23)**

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

**Attention: Tender Committee**

**#NOT TO BE OPENED BY DOCUMENT CONTROL CENTER#**

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

- 3.6** In case one or more out of the items and back up documents submitted in printed format - except the original letter of guarantee for participation - are not submitted, then, by virtue of article 310 Law 4412/2016, ATTIKO METRO S.A. may request their supplementation and submission.
- 3.7** Offers shall be submitted in Greek. Greek shall be the official language of the Contract, in line with article 8 herein.

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**3.8** At the penalty of disqualification, alternative offers or offers pertaining to a part of the contract scope shall not be acceptable. Each bidder can submit **only one** offer.

**3.9** **Withdrawal of the Offer**

Economic operators are entitled to request withdrawal of a submitted offer prior to the final deadline for the submission of offers by addressing to ATTIKO METRO S.A. a written request in a .PDF file, which is filed, in line with items (b) or (d) of paragraph 3.4.a herein, by action “On Line Discussions” of the sub-system. A certified user of ATTIKO METRO S.A. – the latter not being required to issue a pertinent resolution - proceeds to the rejection of the relevant electronic offer in the sub-system prior to the final deadline for offers’ submission. Subsequently, the economic operator is entitled to re-submit an offer, via the sub-system, until the final deadline for the submission of offers.

**3.10** **Validity Period of the Offers**

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

Offers with a validity period less than the one foreseen in the contract documents shall be rejected as not regular.

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 to the participation letter of guarantee validity period, in line with the stipulations of article 72 paragraph 1 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 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 to their validity period, 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 the validity period of their offers and their participation letter of guarantees; in this case the procedure continues with the economic operators who proceeded to the aforementioned actions.

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**ARTICLE 4 ELECTRONIC UNSEALING AND EVALUATION OF OFFERS - INVITATION TO SUBMIT BACK UP DOCUMENTATION OF THE PROVISIONAL CONTRACTOR – BACK UP DOCUMENTATION FOR QUALITATIVE SELECTION - AWARDING PROCEDURE - ADDITION – CLARIFICATION OF INFORMATION AND BACK UP DOCUMENTATION- PRELIMINARY APPEALS – PRELIMINARY COURT PROTECTION**

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

The evaluation, scoring and classification of the offers shall be performed on the basis of the procedure detailed below.

- 4.2**
- a)** After the final deadline for the submission of offers, as determined in article 14 herein, and prior to the electronic unsealing, the certified user of ATTIKO METRO S.A. delegates the power of the electronic tender administration to a user of the Tender Committee.
  - b)** On the date and at the time stipulated in article 14 herein, the Tender Committee shall proceed to the electronic unsealing of the sub-folders “Participation Back up Documentation” and “Technical Offer” while it shall not grant access rights to the bidders, as far as the back up documentation for participation or the submitted technical offers of other economic operators are concerned.

ATTIKO METRO S.A. shall transmit to the Chairman of the Tender Committee the sealed envelopes that have been delivered prior to the date and time of the offers' unsealing, in line with article 3.5 herein.

- c)** Further to the aforesaid unsealing, the Tender Committee shall proceed to the following actions:
  - (i)** it shall post on the electronic space “Electronic Tender Attachments” the relevant participants list, as this is produced by the sub-system, granting access rights only to the participants;
  - (ii)** it shall examine whether the required original letters of guarantee for participation have been transmitted, in line with article 3.5 herein. The offer of the economic operator, who failed either to submit the required letter of guarantee for participation – in printed form – or to file the required electronic version of the letter of guarantee to the pertinent electronic sub-folder within the offers' submission deadline, shall be rejected as unacceptable, further to the opinion of the

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Tender Committee, which shall compile a proceedings, including the results of the aforesaid examination, and submit same for approval to ATTIKO METRO S.A., in order to make a resolution on the rejection of the offer, in line with the stipulations of article 72, paragraph 1, Law 4412/2016.

Further to the issuance of the resolution approving the aforementioned proceedings regarding the rejection of the offer, ATTIKO METRO S.A. shall communicate the resolution to all participants.

The resolution about the rejection of the offer shall be issued prior to the issuance of any other resolution regarding the offers evaluation falling under this procedure.

- (iii) It shall examine the submitted back-up documentation for participation, in line with article 21.1 herein, and shall proceed to the evaluation and scoring of the technical offers, whose participation back up documentation were deemed complete, in line with articles 21.2 and 22.1 herein; in parallel, it shall contact the issuing authorities indicated on the submitted participation letters of guarantee in order to certify their validity.

Subsequently, the Tender Committee shall compile the relevant Proceedings, which will include the results of the aforesaid examination and evaluation.

The Proceedings shall include the scoring of the Technical Offers and the provision of the relevant verbal justification. The Technical Offers shall be deemed acceptable should the individual scoring of the award criteria is over the respective minimum limits, as these are determined in article 22 herein. In any other case, the subject Technical Offers shall be rejected and the Bidder shall be disqualified from the tender process. The Proceedings shall indicate the name of the bidders qualified to the next phase, their scoring during the evaluation of their Technical Offers and the name of those who were disqualified on a well-documented basis.

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

- a) do not meet the preconditions and the requirements of article 21.1 herein
- b) have been excluded on the basis of the technical evaluation and scoring of their technical offers in line with articles 21.2 and 22.1 herein.

The Tender Committee shall submit the said Proceedings to ATTIKO METRO S.A. BoD for approval, delegating once more the administration of the electronic tender to the responsible certified user of ATTIKO METRO S.A..

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- d) Following the issuance of ATTIKO METRO S.A. BoD Resolution approving the aforesaid Proceedings, ATTIKO METRO S.A., by action “On Line Discussion” of the ESIDIS, shall communicate it to all bidders – except those who have been definitely disqualified from the tender due to their failure to file or submit the original participation letter of guarantee, granting them access rights to the submitted participation back-up documentation and to the technical offers submitted by the remaining Bidders.

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

- 4.3** Further to the finalization of the results of the aforesaid Phase, the responsible certified user of ATTIKO METRO S.A. shall delegate anew the administration of the electronic tender to a certified user of the Tender Committee.

Subsequently, at a distinct stage, the Tender Committee shall proceed to the unsealing of the financial offers on a date and at the time to be notified to the participants, granting the latter no access to the submitted information of the remaining economic operators.

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

In case of offers bearing the same price, ATTIKO METRO S.A. shall select the provisional contractor, in line with the pertinent provisions of article 22.3 herein.

The Tender Committee shall submit the subject Proceedings to ATTIKO METRO S.A. BoD for approval, delegating - at the same time - the power of the electronic tender administration to the responsible certified user of ATTIKO METRO S.A..

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

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

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Offers that seem unusually low

If the offers seem unusually low, as compared to the scope of the Contract, , ATTIKO METRO S.A. shall require the economic operators to explain the price or the cost they propose in their offer within an exclusive deadline of twenty (20) work days as of the date of communication of the relevant invitation.

If the economic operator does not respond to the relevant invitation within the aforesaid deadline and does not submit any explanations, then his offer shall be rejected as non-proper and his participation letter of guarantee shall be payable in favor to ATTIKO METRO S.A. If his explanations are not acceptable, then his offer shall be rejected but the participation letter of guarantee shall not be payable.

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

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

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

Within the aforesaid deadline, the provisional contractor may file a request to ATTIKO METRO S.A. for an extension to the deadline, accompanied by the documented evidence about a request for providing back up documentation related to the provisional contractor. In this case, ATTIKO METRO S.A. may extend the deadline for their submission for as long as it shall be required, for them to be provided by the competent authorities.

More specifically, all information and back up documentation referred to in the above paragraph shall be transmitted to him in .pdf form by action “On Line Discussions” of the ESIDIS, in accordance with the specific stipulations of paragraph 3.4 herein.

Within the deadline for the submission of the awarding back up documentation and, at the latest, until the third work-day as of the deadline for their electronic submission, the information and back up documentation that have to be submitted in printed format (as originals or true copies) – in line with the stipulations of paragraph 3.5 herein – shall be submitted to ATTIKO METRO S.A. in printed format and in a sealed envelope, at the economic operator's responsibility.

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The aforesaid documentation in printed format shall be submitted to ATTIKO METRO S.A. Document Control Centre by **15:00h** in a sealed envelope bearing the indication “Awarding Back up Documentation”; the envelope shall be accompanied by **a cover letter to be placed outside the subject envelope** (for it to take a protocol number upon its arrival).

If the aforesaid documentation is not submitted or if omissions are ascertained in the documentation submitted, then the Tender Committee by action “On Line Discussions” shall call upon the provisional contractor to submit the missing documentation or to supplement the documentation already submitted or to provide clarifications in the sense of article 310 Law 4412/2016, within ten (10) days as of the communication of the relevant invitation to him.

If the provisional contractor submits a request before ATTIKO METRO S.A. for the extension to the aforesaid deadline for the submission of clarifications - additions, which (request) is accompanied by a documented evidence proving that he had requested the provision of the back-up documentation, then ATTIKO METRO S.A. shall extend the deadline for the submission of the back up documentation for as long as it is required for the competent authorities to provide the subject documentation.

This shall also apply to cases in which ATTIKO METRO S.A. may request the submission of documentation during the offers’ evaluation procedure and prior to the awarding stage, in implementation of the provision of article 79, paragraph 5, clause a’ of Law 4412/2016, adhering to the principles of equal treatment and transparency.

If during the review of the aforesaid back-up documentation, it is ascertained that:

- i) the information provided through the European Single Procurement Document (ESPD) is deliberately false or that forged proving documentation has been submitted or,
- ii) if the required originals or copies of the back-up documentation are not submitted within the prescribed time-period, or
- iii) if the back-up documentation submitted lawfully and in due time do not prove the terms and conditions for participation - by virtue of articles 18, 19, 20 and 23 herein,

then the offer of the provisional contractor is rejected and his letter of guarantee for participation becomes payable in favor of ATTIKO METRO S.A.; moreover, the tender is awarded to the bidder whose the most advantageous offer in terms of finance on the basis of best quality-price relationship comes next, adhering to the aforementioned procedure.

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 conclusion of the contract (belated alterations), then his participation letter of guarantee that had been submitted



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shall not become payable to ATTIKO METRO S.A., in line with article 15 herein.4.4.5

If none of the bidders submitted a true or accurate declaration or none of the bidders submits one or more of the required back up documentation or none of the bidders proves that he is not subject to any of the disqualification cases stipulated in article 19 herein and that he fulfils the selection criteria stipulated in article 20 herein, then the contract conclusion procedure shall be cancelled.

The procedure related to the review of the back-up documentation for the award shall be completed upon the compilation of Proceedings by the Tender Committee – which includes any supplementation of the documentation per the stipulations above.

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

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

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

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

4.4.2 The awarding resolution shall become definite, should all the following preconditions apply, namely:

- a) Upon communication of the awarding resolution, in line with the stipulations of the previous article;
- b) Upon idle expiry of the deadline for filing a preliminary appeal or, if it is filed, the deadline for filing a suspension request against the decision of the Hellenic Single Public Procurement Authority - HSPPA elapses idle and, in case of filing a suspension request against the decision of the HSPPA, a decision is made on the subject request with the reservation to grant a provisional order, per the stipulations of the last clause of paragraph 4 article 372 Law 4412/2016 and;
- c) Upon the successful completion of the preliminary review of the contract by the Court of Auditors in line with articles 324 to 327 of Law 4700/2020 (Α'127) should it be required.

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- d) Upon submission – if so required – on the part of the provisional Contractor of a Legal Statement, further to ATTIKO METRO S.A.’s relevant request, by action “On Line Discussions” of the sub-system. The subject legal statement, to be signed per the provisions of article 79A of Law 4412/16, shall state that no subsequent alterations have been raised as far as he is concerned, per the sense of article 104 of Law 4412/2016, and only in the cases of the preliminary review of the contract or the filing of the preliminary court appeal against the awarding resolution. The Legal Statement shall be reviewed by ATTIKO METRO S.A. and shall be referred to in the agreement. Should subsequent alterations are stated, the legal statement shall be reviewed by the Tender Committee, which prepares the pertinent Recommendation before ATTIKO METRO S.A. BoD.

Upon the finalization of the awarding resolution, ATTIKO METRO S.A. shall invite the contractor, by action “On Line Discussions” of the sub-system, to arrive for the contract signing, in line with article 6 herein. The contract is considered as signed upon communication of the aforesaid invitation.

**4.5                   Supplementation - Clarifications on information and documentation**

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 (2) days as from the date on which they were copied on the relevant invitation, by action “On Line Discussions” of the sub-system, 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 economic operator, 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 are not provided within the aforementioned deadline, or are provided incomplete, are disqualified from participating in the procedure for the conclusion of this contract.

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**4.6 Preliminary Appeals / Provisional Court Protection**

**A.** Every Interested Party that has or had any interest in being awarded the specific public contract 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.

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 to ATTIKO METRO S.A., by selecting "Preliminary Appeal", in line with article 15 of JMD – ESIDIS Public Works.

The deadlines as regards the submission of the preliminary appeals and the interventions shall commence on the day following the aforementioned communication or notification, as the case may be, and shall expire upon the end of the last day at 23:59:59; if this day is a day-off or Saturday, they shall expire upon the end of the subsequent working day at 23:59:59.

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 Law 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 HSPPA, c) if the Party who files the subject appeal

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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 this 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 Hellenic Single Public Procurement Authority (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 any of 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 executed 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’s decision and its cancellation before the competent Administrative Court. The same is valid in case of tacit rejection of the preliminary appeal by the HSPPA.

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ATTIKO METRO S.A. is also entitled to file the same means of redress if the HSPPA accepts the preliminary appeal.

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.

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

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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 article, applicable shall be the provisions of P.D. 18/1989.

**ARTICLE 5 ANNULMENT OF THE TENDERING PROCESS**

**5.1** Through its BoD justified resolution and further to the Tender Committee's relevant opinion, ATTIKO METRO S.A. can annul the contract awarding process in the following cases:

- a) if the procedure proved to be fruitless, either due to the non-submission of offers or due to the rejection of all offers or due to the disqualification of all bidders, in line with the contract documents and the provisions of Law 4412/2016, or
- b) if none of the Bidders arrives to sign the contract.

**5.2** The awarding process can also be annulled through an especially justified resolution of the BoD of ATTIKO METRO S.A. and further to the Tender Committee's relevant opinion in the following cases:

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

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- 5.3** If errors or omissions are noted at any phase of the awarding procedure, then the BoD of ATTIKO METRO S.A., further to the Tender Committee's relevant opinion, may partially cancel the tender procedure or reform its result or it may make a resolution repeat the tender from the point where the error or omission was noted.
- 5.4** As to the remaining issues, applicable shall be the provisions of article 3.17 of Law 4412/16.
- 5.5** In case of cancellation or annulment of the tender, the participants do not have any right of compensation for any reason whatsoever.

**ARTICLE 6 SIGNING THE CONTRACT**

- 6.1** Upon finalization of the awarding resolution, in line with article 4.4.2 herein, 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 fifteen (15) days** upon communication of the relevant special electronic invitation addressed to him by action “On-Line Discussion” of ESIDIS sub-system. The contract is considered concluded upon notification of the invitation addressed to the Contractor.

If the Contractor fails to present himself to sign the agreement 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 article 4.4 herein concerning the Bidder, whose offer follows in the classification table drawn by the Tender Committee. If none of the bidders present himself for signing the contract, the awarding procedure shall then be cancelled.

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 article 5 herein), without this entailing payment of any kind of compensation to any interested party.

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 agreement without forfeiture of his Letter of Guarantee, and seek compensation especially by virtue of articles 197 and 198 of the Civil Code.

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

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

- Good Performance Letter of Guarantee in line with article 15 of this Invitation and article 5 of the Conditions of Contract.
- Certificate of insurance coverage of the contract issued by the insurance company (-ies), in line with the provisions of article 17 of the Conditions of Contract. The original insurance policies shall be provided by the Contractor within a deadline of fifteen (15) calendar days upon contract signing together with the receipt of payment of the first instalment of the premium.
- The Contractor must also appoint - by decision of its pertinent statutory body - his representative for the execution of the Contract. The appointment decision shall be also accompanied by the representative's statement of acceptance.

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

In case of a **Joint Venture or a Consortium**, prior to the signing of the Contract, the Contractor shall also submit a resolution made by the statutory body of each member about the establishment of the Joint Venture or a Notary Act on the establishment of the Consortium where the following shall be **necessarily** stated:

- a) acceptance of the joint participation in the execution of the Contract and of the participation percentage of each member in the joint venture/consortium
- b) joint and indivisible assumption of responsibility of the members of the Joint Venture before ATTIKO METRO S.A. for any issue related to the execution of the Contract.
- c) appointment of a natural entity as joint representative of the venture/consortium before ATTIKO METRO S.A. throughout the execution of the contract and his alternate.
- d) appointment of the member having the greatest participation percentage in the joint venture as Leader. The Leader shall have the irrevocable order and authorization of the remaining members to



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represent the Joint Venture and to bind those participating in the joint venture before ATTIKO METRO S.A. throughout the duration of the Contract and, in general, to act and to make all necessary statements in relation to the execution of the Contract. The aforementioned Leader shall derive from the physical entity to be appointed as representative of the Joint Venture before ATTIKO METRO S.A. and his alternate.

The Notary Act for the Establishment of the Consortium or the resolution of the statutory body of each member of the Joint Venture **shall be accompanied by statements of the representative and his alternate, whereby they accept their appointment.** The appointment of the Representative and his Alternate, as well as the statements of acceptance must be unconditional and cover all issues concerning the execution of the Contract (e.g. payments, accounts, taking delivery of instructions, exchange of correspondence, taking delivery of Letters of Guarantee, etc.).

In case of a sub-contracting work, at the contract signing phase, the selected contractor is obligated to notify to ATTIKO METRO S.A. the full name, the contact person/information and the legal representatives of his sub-contractors – on condition the aforesaid information is already known to him in that specific time period. In case of a sub-contracting work, at the contract signing phase, the selected contractor is obligated to submit the Sub-Contracting Work Contract, which shall be approved by the Managing Department, in line with article 165, Law 4412/2016.

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

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

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

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

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

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

**ARTICLE 8 LANGUAGE OF THE PROCEDURE**

- 8.1** The contract documents shall be drafted in the Greek language and, optionally, in other languages too, either in their entirety or in part. In case of discrepancies among the parts of the documents of the contract that have been compiled in more languages, then the Greek version shall prevail.
- 8.2** The offers and the information contained therein, as well as the proving documentation shall be either compiled in Greek or accompanied by their official translation into Greek.
- Any preliminary appeals shall be filed in the Greek language.
- 8.3** As regards public and private foreign documents, they can be accompanied by their translation in Greek authenticated either by the person in charge, in line with the provisions of the national legislation, or by a person in charge of the country in which the subject documents have been compiled.
- 8.4** 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 another language and may not necessarily be accompanied by a translation into Greek.
- 8.5** Any type of communication with ATTIKO METRO S.A. and the communication between ATTIKO METRO S.A. and the Contractor shall be necessarily in Greek. The Contractor is obliged to facilitate the communication of his foreign employees with ATTIKO METRO S.A. by making arrangements for the presence of interpreters.

**ARTICLE 9 APPLICABLE LEGISLATION**

With regard to the contract’s conclusion and execution process, the following provisions are mainly in force, as these are valid:

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

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**ARTICLE 9A PRINCIPLES APPLICABLE TO THE PRESENT PROCEDURE FOR THE  
CONCLUSION OF THE CONTRACT**

Economic operators 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.

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

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

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**CHAPTER B’**

**ARTICLE 11 SCOPE OF THE CONTRACT – CONTRACT CPV CODE – REQUIRED PERSONNEL**

**11.1** Scope of the Contract

The Title of the Project is: **“TECHNICAL CONSULTANT SERVICES FOR ATTIKO METRO S.A. PROJECTS IN THESSALONIKI REGION”** and the Reference Number is **RFP-434/23**.

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

The scope of the Contract includes the provision of services by an experienced Technical Consultant, who will possess the necessary know-how, in order to support ATTIKO METRO S.A. in the implementation of the following Projects, which are being and shall be executed, namely:

- Thessaloniki Base Project
- Metro Extension to Kalamaria
- Metro Extension to the Airport
- Metro Extension to the Northern-Western Suburbs
- Remaining Projects to maturity in Thessaloniki Region,

as well as the implementation of all activities constituting the technical scope of ATTIKO METRO S.A. and which are integrated into the Company's responsibilities.

The scope is presented in detail in the document entitled “Technical Information about the Consultant's Personnel and Services”.

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

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

It is stressed that the more specific works, services and obligations that have to be performed by the Technical Consultant are included in detail in the Document entitled “Technical Information about the Consultant's Personnel and Services”.

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**11.3**

The Consultant shall make available two groups of personnel:  
Group K1 shall remain unchanged, as regards the number and man-months of the executives throughout the execution of the contract.

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

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

Code	Position	Proposed position	Experience - specialization	Foreseen Seat for the Provision of Services - Technical Consultant Offer	Number of Persons	Initial Man-months
GROUP K1						
1.1	1.1	Head of the Consultant – Coordinator	Civil Engineer or Electrical Engineer or Mechanical Engineer. Coordinator of the Consultant's Group possessing an experience of 15 years in the management/administration/coordination of major Civil Works projects, out of which 5 years in the management/administration/coordination of Metro projects.	Athens	1	60
1.2	1.2	Civil Engineer - Construction	Civil Engineer – Structural Engineer possessing an experience of 15 years in the organization and construction of Civil Works, out of which 5 years in Metro projects or in underground railway or road projects.	Thessaloniki	1	60
1.3	1.3	Electrical Engineer – Installation, Testing and Commissioning	Electrical Engineer possessing 15 years of experience in E/M works, out of which 5 years in Metro projects or in underground railway projects.	Thessaloniki	1	60
1.4	1.4	Contracts Engineer -	Civil Engineer possessing an experience of 15 years in the management of major public works contracts.	Thessaloniki	1	60
1.5	1.5	Costing Engineer	Civil Engineer or Mechanical Engineer or Electrical Engineer possessing an experience of 15 years in the costing of major public works.	Thessaloniki	1	60
1.6	1.6	Trackwork Engineer	Civil Engineer or Mechanical Engineer or Topographer Engineer possessing an experience of 15 years in design or construction, out of which 5 years in trackwork projects	Athens	1	60

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1.7	1.7	Engineer – Power Supply	Electrical Engineer possessing an experience of 15 years in E/M works, out of which 5 years in electrical power supply or power distribution systems in railway, industrial or major building projects.	Athens	1	60
1.8	1.8	Engineer - Ventilation	Mechanical Engineer possessing an experience of 15 years in mechanical designs, out of which 5 years in tunnel ventilation, station ventilation and air conditioning, including relevant Automated Supervision and Control Systems of E/M Installations (BACS).	Athens	1	60
1.9	1.9	Engineer – Signaling	Electrical Engineer possessing an experience of 15 years in E/M systems, out of which 5 years in underground railway projects, such as Metro signaling systems, EIXL, ATS, ATO, ATP, driverless systems, as well as in Platform Screen Doors for the supervision of the corresponding installation, testing and commissioning works.	Athens or Thessaloniki	1	60
1.10	1.10	Engineer – Telecommunication and Low Voltage	Electrical Engineer possessing an experience of 15 years in E/M works, out of which 5 years in Metro systems or in underground railway projects, specializing in telecommunication systems, to support the designs in the field of telecommunications and low voltage systems.	Athens	1	60
1.11	1.11	Engineer – Rolling Stock	Rolling Stock Mechanical Engineer or Electrical Engineer possessing an experience of 15 years in E/M systems, out of which 10 years in rolling stock and E/M systems related to rolling stock.	Thessaloniki	1	60
<b>GROUP K2</b>						
2.1	2.1.1 2.1.2	Construction Civil Engineer	Civil Engineer possessing an experience of 12 years in organization and construction of major CW	Thessaloniki Thessaloniki	1 1	50 50
2.2	2.2.1 2.2.2	Architect Engineer	Architect Engineer possessing an experience of 12 years in major building works	Thessaloniki Thessaloniki	1 1	50 50
2.3	2.3	Topographer Engineer	Topographer Engineer possessing an experience of 12 years in organization and supervision of survey works	Thessaloniki	1	50
2.4	2.4	Structural Design Civil Engineer	Civil Engineer possessing an experience of 12 years in structural designs	Athens	1	50
2.5	2.5	Civil Engineer, Geotechnical Designs	Geotechnical Engineer, possessing an experience of 12 years in geotechnical designs	Thessaloniki	1	50
2.6	2.6.1 2.6.2 2.6.3	E/M Construction Engineer	Electrical Engineer or Mechanical Engineer, possessing an experience of 12 years in E/M works, such as ventilation,	T  Thessaloniki Thessaloniki	1 1 1	50 50 50

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			escalators, lifts, pumping stations, power supply and distribution, earthing, lighting	Thessaloniki		
2.7	2.7.1 2.7.2	Contracts Engineer	Civil or Mechanical or Electrical Engineer possessing an experience of 12 years in the management of contracts of major public works	Athens Thessaloniki	1 1	50 50
2.8	2.8	Cost Engineer – Civil Works	Civil Engineer possessing an experience of 12 years in costing of major public works	Thessaloniki	1	50
2.9	2.9	Cost Engineer – E/M Works	Mechanical or Electrical Engineer possessing an experience of 12 years in costing of E/M systems in major public works	Thessaloniki	1	50
2.10	2.10	Quality Engineer	Civil or Mechanical or Electrical Engineer possessing an experience of 12 years in Quality Control, Quality Management in ISO certification procedures, etc.	Thessaloniki	1	50
2.11	2.11	Transport Engineer	Civil Engineer or Topographer Transport Engineer, possessing an experience of at least 12 years in the preparation of general transit and transport studies, using strategic planning transportation models and traffic management models	Thessaloniki	1	50
2.12	2.12	SCADA Engineer	Electrical Engineer possessing an experience of 15 years in E/M works, out of which 5 years in SCADA systems in Metro projects or railway projects or industrial or major building projects	Athens	1	50
2.13	2.13	Telecommunications and Low Voltage Engineer	Electrical Engineer possessing an experience of 15 years in E/M works, out of which 5 years in Telecommunications and Low Voltage systems in Metro projects or railway projects or industrial or major building projects	Athens	1	50
2.14	2.14	Organization and Commissioning Engineer	Electrical Engineer or Mechanical Engineer possessing an experience of 15 years, out of which 10 years in the organization and commissioning of Metro lines/networks	Athens or Thessaloniki	1	50
2.15	2.15	Power Supply Engineer	Electrical Engineer possessing an experience of 15 years in E/M works, out of which 5 years in electrical systems of power supply or distribution in Metro projects or railway projects or industrial or major building projects	Athens	1	50
2.16	2.16	Mechanical Engineer - Facilities	Mechanical Engineer possessing an experience of 15 years in Mechanical works, out of which 5 years in mechanical works and building mechanical facilities in railway projects	Athens	1	50
2.17	2.17	Rolling Stock Engineer	Rolling stock Mechanical Engineer or Electrical Engineer possessing an experience of 15 years in E/M systems, out of which 10 years in rolling stock and E/M systems related to rolling stock	Athens	1	50

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**ARTICLE 12 ESTIMATED CONTRACT VALUE – DESIGN CATEGORIES – FUNDING -  
DURATION OF THE CONTRACT**

**12.1 Estimated value of the Contract – Design Categories**

The estimated value of the Contract rises to the amount of **twenty five million two hundred and forty seven thousand three hundred and seventy six EURO (25,247,376.00 €)**, contingencies included and VAT excluded, and is allocated as follows:

1. 1,247,400.00 € for services corresponding to design **category 6** (Architectural Designs of Building Projects)
2. 6,985,440.00 € for services corresponding to design **category 8** (Structural Designs)
3. 11,264,022.00 € for services corresponding to design **category 9** (Mechanical, Electrical and Electronic Designs)
4. 1,309,770.00 € for services corresponding to design **category 10** (Transportation and Traffic Works Designs)
5. 1,147,608.00 € for services corresponding to design **category 21** (Geotechnical Designs and Surveys)
6. 3,293,136.00 € for contingencies.

Physical scope units, quantitative data from the Technical Data Sheet and the unit prices used for the calculations of the aforementioned pre-estimated fees are stated in detail in the document “Pre-estimated fee”.

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

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

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

**12.2 Funding**

This contract shall be funded by the European Union (National Strategic Reference Framework - NSRF 2014 – 2020 and NSRF 2021 - 2027) and by national resources through the Public Investments Program.

**12.3 Duration of the Contract**

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

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



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**ARTICLE 13 PROCEDURE FOR THE SELECTION OF THE CONTRACTOR –  
CRITERION FOR THE AWARD OF THE CONTRACT**

- 13.1** The tender shall be conducted **electronically** through the Greek National Public e-Procurement System (ESIDIS – Public Works) of the OPS – ESIDIS (web portal [www.promitheus.gov.gr](http://www.promitheus.gov.gr)) based on the **open procedure**, in line with article 3.11 Law 4412/2016.
- 13.3** The criterion for the Contract award shall be the most advantageous offer, in financial terms, on the basis of best quality-price relationship, in line with article 3.11 Law 4412/2016.

**ARTICLE 14 DEADLINES FOR THE SUBMISSION OF OFFERS AND ELECTRONIC  
UNSEALING**

- 14.1** The ending date for the submission of the offers is **11/04/23 at 11.00h**. Offers submitted after the above deadlines, in line with the above, shall result in the disqualification of the economic operator, even in cases the subject delay is attributed to force majeure.
- 14.2** The **electronic unsealing** of the (Sub)-folder “Participation Backup Documentation” - “Technical Offer” shall be effected on **19/04/23 at 11:00**.
- 14.3** The **electronic unsealing** of the (Sub)-folder “Financial Offer” shall be effected on the date and time to be set by ATTIKO METRO S.A.

**ARTICLE 15 PARTICIPATION LETTER OF GUARANTEE – GOOD PERFORMANCE  
LETTER OF GUARANTEE**

**15.1 General Terms**

The letters of guarantee described in the following paragraphs shall be issued - to the benefit of ATTIKO METRO S.A. at the exclusive expense of the Economic Operator - by Credit or Funding institutions or Insurance Companies in the sense of cases (b') and (c') of paragraph 1, article 14 of Law 4364/2016 (A'13), lawfully operating in the member-states of the European Union, or the European Financial Area or in the member-states that have signed the Government Procurement Agreement and have this specific right. In addition, they can be issued by TMEDE or be provided by depositing a trust of an equal amount or bonds of equal value to the Trusts and Loans Fund.

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.

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

In case of an 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.

ATTIKO METRO S.A. shall communicate by letter with the economic operators declared as having issued the letters of guarantee, so that they confirm in writing the validity of the letters of guarantee.

The letters of guarantee shall be explicit, irrevocable, unconditional and payable on ATTIKO METRO S.A. first demand, being self-debtors and principal debtors, waiving the right to object invoking the benefit of division and discussion.

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

**15.2 Participation Letter of Guarantee**

- 15.2.1 For ensuring their lawful participation in the procedure related to the conclusion of this contract, economic operators participating in the tender (bidders) shall submit, along with their Offer, in line with the terms of para. 1a, article 302, law 4412/2016, a Participation Letter of Guarantee against an amount of **five hundred four thousand nine hundred forty seven EURO and fifty two cents (EURO 504,947.52)**. The amount of the Letter of Guarantee corresponds to **two percent (2%)** of the estimated value of the contract, VAT excluded, without taking into account the right to option and the right to extend the Contract, by rounding up the second decimal.
- 15.2.2 The Participation Letter of Guarantee shall be in accordance with Sample A.1 of Appendix A, attached hereto. In case the Letter of Guarantee cannot be issued in Greek because the Credit Institution does not operate in Greece, the Letter of Guarantee shall be issued in English, as per Sample A2 of Appendix A of this Invitation and shall be accompanied by an official translation in Greek.
- 15.2.3 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 10.7 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

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both their offer and their participation letter of guarantee, before they expire. As to the remaining issues, the provisions of article 3.10 herein apply.

15.2.4 If the submitted Participation Letter of Guarantee fails to comply with the above, the Tender Committee shall call upon the economic operator to submit a Letter of Guarantee for Participation, compliant with the Sample, within the deadline to be set by the Tender Committee. Economic operators failing to comply with the invitation of the Committee shall be disqualified from the tender procedure.

15.2.5 **The original copies of the participation letters of guarantee**, with the exception of the letters of guarantee issued electronically, shall be submitted at the care of the economic operator, **at the latest prior to the deadline and the time set for the unsealing of the offers, as specified in paragraph 14 of this document**; otherwise, the offer shall be rejected as unacceptable, further to the Tender Committee's opinion.

15.2.6 The offer of an economic operator who has failed to submit the participation letter of guarantee foreseen by the contract documentation 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 this contract award procedure.

15.2.7 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, under the reservation of paragraph 15.2.8:

- (a) if the deadline for filing an appeal elapses idle or further to the issuance of a resolution on an appeal filed against the awarding resolution,
- (b) if the deadline for filing legal remedies for a provisional judicial protection elapses idle or further to the issuance of a resolution on them
- (c) upon completion of the review prior to the conclusion of the contract by the Court of Auditors, in line with articles 324 to 327, Law 4700/2020 (A 127), if required.

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

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

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- 15.2.8 The Letter of Guarantee for Participation becomes payable if the bidder:
- a) withdraws his Offer during its validity period or
  - b) provides in his knowledge false data or information, which are required by ATTIKO METRO S.A., in line with article 20 of this Invitation about the qualitative selection criteria or article 19 herein about the reasons for disqualification, or
  - c) fails to make available in due time the back-up documentation foreseen by the Contract or
  - d) does not show up in due time to sign the Contract or
  - e) submitted an unsuitable offer in the sense of case 46, para. 1, article 2, Law 4412/16, as applicable, or
  - f) in the cases of paragraphs 3, 4, and 5, article 103, Law 4412/16, concerning the invitation to submit back-up documentation.

**15.3 Good Performance Guarantee**

ATTIKO METRO S.A. shall request the Contractor to deposit a Good Performance Letter of Guarantee equal to five per cent (5%) **on the estimated value** of the Contract, rights to option and VAT excluded.

The Good Performance Letter of Guarantee can be deposited until the conclusion of the Agreement, in line with article 302, Law 4412/16 on the basis of Sample B.1 of Appendix B attached to this document.

The Good Performance Letter of Guarantee to be issued by the Contractor **shall be compulsorily in accordance** with Samples A1 and A2 attached to these CC, in Greek and in English respectively, and shall be accompanied by an official translation in Greek.

The Good Performance Letter of Guarantee shall become payable in favour of ATTIKO METRO S.A. in the event that the Contractor breaches the terms specified in the Contract.

In case of contract amendment as per article 337, Law 4412/16, concerning contract amendments throughout their validity period, which entails an increase to the contract value, ATTIKO METRO S.A. must require the Contractor to submit until the amended contract is concluded, a supplementary Good Performance Letter of Guarantee whose amount shall rise up to five per cent (5%) on the amount by which the contract value is increased.

The Good Performance Letter of Guarantee shall cover in total and without any exception all contract conditions and any requirement of ATTIKO METRO S.A. made before the Contractor.

The Good Performance Letters of Guarantee shall be returned in their totality further to the quantitative and qualitative receipt of the entire scope of the contract.

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

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

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

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

**ARTICLE 17 PUBLICITY – PUBLICATION EXPENSES**

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

The Contract Notice, i.e. the relevant standard form “Contract Notice” **was transmitted**, via [simap.europa.eu](http://simap.europa.eu), for publication to the Publication Service of the European Union on **06/03/23**.

- 17.2 Publication in Greece**

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

The summary of this Invitation is published in the Greek Press, in line with article 296 Law 4412/16, and is posted on DIAVGEIA <http://et.diaugeia.gov.gr> (THE TRANSPARENCY PROGRAM initiative) and on ATTIKO METRO S.A.’s website ([www.ametro.gr](http://www.ametro.gr)).

Moreover, all documents of this public procurement procedure were published in the relevant electronic space of ESIDIS – Public Works that took the Number: **189830** and they were posted on the web page of ESIDIS ([www.promitheus.gov.gr](http://www.promitheus.gov.gr)) and on the website of ATTIKO METRO S.A. ([www.ametro.gr](http://www.ametro.gr)).

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

- 17.3** The expenses concerning the publication of the summary of the Invitation in the Greek Press shall be borne by the Contractor and shall be collected through the first payment account of the contract. The subject fees must not exceed the amount of € 3,000.00.

The fees for the publication of the Contract Notice in the Official Journal of the European Union shall be borne by the Union’s budget.

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**CHAPTER C’**

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

**18.1** Eligible to participate in this contract conclusion procedure are economic operators, natural or legal entities, individually or in the form of associations, or their associations, whose business activities involve the provision of technical or other similar services falling under the design categories stipulated in article 12.1 herein, that are established:

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

**AND**

Moreover, the economic operators must prove that they fulfil the terms of this Invitation.

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

**18.3** For the economic operators to participate in the Tender, their associations shall not be obliged to be vested with a specific legal form, for them to submit an offer as per paragraph 2, article 254 of Law 4412/2016. However, the association, to be selected – if the contract is awarded to it - must submit to ATTIKO METRO S.A. the decision of the statutory body of each member of its concerning the establishment of a joint venture or a public notary’s act for the establishment of a consortium, in line with article 6.2 herein.

If an offer is submitted by an economic operators’ association, all its members shall be jointly and severally responsible before ATTIKO METRO S.A..

If the contract is awarded to the association, the aforesaid liability shall be in effect until the contract is executed in full this should be proven via the legalizing documents about its establishment.

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

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

- 19.1** If there is a final decision against the economic operator for any of the offences stipulated in paragraphs 19.1.1 up to 19.1.6.
- 19.1.1** **Participation in a criminal organization**, as this is defined in article 2 of the Council Framework Decision 2008/841/JHA dated October 24<sup>th</sup> 2008, on the fight against organized crime and the offences stipulated in article 187 of Penal Code (criminal organization).
- 19.1.2** **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 para. 1, article 2 the Council Framework Decision 2003/568/JHA dated July 22<sup>nd</sup> 2003 on combating corruption in the private sector (EE L 192 dated 31.07.2003, page 54), and as stipulated in the national law of the economic operator, and the offences stipulated in articles 159A (bribery of politicians), 236 (bribery of public officials), 237 para. 2-4 (bribery of court officials), 237A para. 2 (trading in influence), 396 para. 2 (bribery in the private sector) of the Penal Code.
- 19.1.3** **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 para. 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).
- 19.1.4** **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 4689/2020 (A 103).
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- 19.1.5 **Money laundering or terrorist financing**, as defined in article 1, Directive 2015/849 of the European Parliament and European Council dated May 20<sup>th</sup> 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).
- 19.1.6 **Child labour and trafficking in human beings**, as defined in article 2, Directive 2011/36/EU of the European Parliament and European Council dated April 5<sup>th</sup> 2011, on preventing and combating trafficking in human beings and protecting its victims, and replacing Council Framework Decision 2002/629/JHA of the European Council (EE L 101 dated 15.04.2011, page 1), and the crimes mentioned in article 323A of the Penal Code (human trafficking).
- 19.1.7 Especially, in cases 19.1.1 up to 19.1.6 the obligation for the economic operator to be disqualified from the subject procedure shall be also in effect when the person convicted by a final judgment is a member of the administrative, management or supervisory body of that economic operator or has powers of representation, decision or control therein. The aforesaid obligation is in effect as follows:
- (a) In the case of Limited Liability Companies (Ltds), General Partnership (GP) and Limited Partnership (LP) Companies, and Private Capital Companies, the subject obligation applies to the Administrators.
  - (b) In cases of Societe Anonymes (SAs), the subject obligation applies to the Managing Director, the members of the Board of Directors, as well as to the persons assigned by virtue of decision of the BoD with the entire management and representation of the company, or.
  - (c) In case of cooperations, the subject obligation concerns the members of the Board of Directors, or
  - (d) In the remaining cases of legal entities, the obligation applies to the legal representative on a per case basis.
- 19.1.8 If the aforementioned disqualification period – as provided for in articles 19.1.1 up to 19.1.6 – has not been determined through a final decision, this period equals **to five (5) years** as of the date when a conviction by a final judgment was made.
- 19.2** Any Economic Operator **shall be disqualified** from participating in this procedure related to the contract conclusion in the following cases:
- 19.2.1 If the subject economic operator has not fulfilled his obligations concerning the payment of taxes or social security contributions and that he has been the subject of a final binding judgment or administrative decision, in line with the legal provisions of the country in which he is established or in line with the legislation of the country of the awarding authority.
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- 19.2.2 If ATTIKO METRO S.A. can prove - using the appropriate means - that the economic operator has not fulfilled his obligations regarding the payment of taxes or social security contributions.
- 19.2.3 With regard to items 19.2.1 and 19.2.2 above, if the economic operator is a Greek citizen or if his seat is in Greece, then his obligations regarding the social security contributions shall cover both main and auxiliary social security.
- 19.2.4 The obligations deriving from items 19.2.1 and 19.2.2 above are 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 economic operator is not obligated to give an affirmative response to the question posed by of the European Single Procurement Document (ESPD), article 79, or by another respective document or statement, whereby the economic operator is asked whether he has obligations he has not fulfilled as regards payment of taxes or social security contributions or, on a per case basis, whether he has breached his aforementioned obligations.
- Items 19.2.1 and 19.2.2 above shall cease to apply when the economic operator fulfils his obligations either by paying all due taxes or social security contributions, including – on a per case basis – the accrued interests or fines, or by being subjected to a binding settlement for their payment to the extent that he fulfils the terms of the binding settlement.
- 19.3** Any economic operator shall be **disqualified** from participating in the subject contract conclusion procedure in any of the following conditions, namely:
- 19.3.1 If the economic operator has breached the obligations, as these ensue from para. 2, article 18 of Law 4412/16 concerning principles applied in the public contract conclusion procedures,
- 19.3.2 If the economic operator 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 provisions.
- 19.3.3 If, under the reservation of paragraph 3b, 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 economic operator has concluded agreements with other economic operators with the aim to cause distortion of competition.
- 19.3.4 If there is a conflict of interests in the sense of article 24, Law 4412/16 concerning conflict of interests, that cannot be addressed through less intrusive means.

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- 19.3.5 If in the framework of previous participation of the economic operator in the preparation of the contract conclusion procedure there had been distortion of competition, in line with the provisions of article 48, Law 4412/16, as applicable, concerning previous involvement of candidates or bidders, that cannot be addressed through less intrusive means.
- 19.3.6 If during the execution of a public contract, the economic operator has exhibited a grave or continuous deficiency in fulfilling an essential requirement in the framework of a previous public contract, 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.
- 19.3.7 If the economic operator 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).
- 19.3.8 If the economic operator 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.
- 19.3.9 If ATTIKO METRO S.A. can prove through the appropriate means that the economic operator has committed a grave professional misconduct which questions his integrity.
- 19.3.10 If the disqualification period has not been determined through a final decision, in cases falling under paragraphs 19.3.1 up to 19.3.9, this period rises to **three (3) years** as of the date of issuance of an act certifying the relevant incident.
- 19.4** An economic operator 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 Economic Operator (**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

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

**19.5** An economic operator 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.

**19.6** ATTIKO METRO S.A. shall disqualify any Economic Operator, at any given time during the contract conclusion procedure, if it is proven that the subject economic operator falls under one of the cases stipulated in the above paragraphs, due to his acts or omissions, either prior or during the pertinent procedure.

**19.7** Any economic operator falling under the cases referred to in paragraphs 19.1 and 19.3, except for case 19.3.2, 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 subject economic operator shall not be disqualified from the contract conclusion procedure.

To this effect, the economic operator 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 economic operator.

Any economic operator who is disqualified from the contract conclusion procedure or concession award procedure by virtue of an irrevocable decision cannot make use of the 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 ATTIKO METRO S.A. for ascertaining the sufficiency or not of the recovery measures, in line with this paragraph, shall be issued in line with the stipulations of paragraphs 8 and 9 of article 73, Law 4412/2016.

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

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- 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 item (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.

**ARTICLE 20 SELECTION CRITERIA REGARDING THE PROFESSIONAL, FINANCIAL AND TECHNICAL COMPETENCE**

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

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

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

**20.1 Competence to exercise professional activities**

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

More specifically:

- The bidders established in Greece, must be registered in the Registers of Designers or Engineering Firms for the time period that the transitory deadlines of article 39, PD. 71/2019, still apply or in the Registry of Public Works Engineering Companies (MHMEDE) from the date of its entry into force, in the design category (-ies) specified in **article 12.1 herein**.
- The bidders established in other member – states of the European Union must be registered in the Registries specified in Annex XI, Appendix A, Law 4412/2016.

In case of **an association**, every member of the association should be registered in the relevant professional registry, in, at least, one of the design categories stipulated in **article 12.1** herein. Moreover, all design categories must be **cumulatively** covered.

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**20.2 Credit and financial competence**

Every bidder must have:

An average annual turnover during the last three (3) financial years equal to **twenty five million EURO (EURO 25,000,000.00)** as a minimum.

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

**20.3 Technical and Professional Competence**

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

- For design category 6 “Architectural Designs of Building Works”, at least two (2) executives of twelve (12) years of experience, one (1) executive of eight (8) years of experience and four (4) executives of three (3) years of experience in the subject category;
- For design category 8 “Structural Designs”, at least two (2) executives of twelve (12) years of experience, one (1) executive of eight (8) years of experience and four (4) executives of three (3) years of experience in the subject category;
- For design category 9 “Mechanical, Electrical and Electronic Designs”, at least two (2) executives of twelve (12) years of experience, one (1) executive of eight (8) years of experience and four (4) executives of three (3) years of experience in the subject category;
- For design category 10 “Transportation Works and Traffic Designs”, at least two (2) executives of twelve (12) years of experience, one (1) executive of eight (8) years of experience and four (4) executives of three (3) years of experience in the subject category;

For design category 21 “Geotechnical Designs and Surveys”, at least two (2) executives of twelve (12) years of experience, one (1) executive of eight (8) years of experience and four (4) executives of three (3) years of experience in the subject category.

Whenever more designers of more extensive experience are available, the requirements pertaining to the inferior categories are reduced respectively. The total resulting equivalent personnel must correspond to the stipulations of paragraph 2e article 25 of PD 71/2019.

**In case of an association**, the above requirement must be met by one member of the association for the category (-ies) stipulated in article 12.1

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herein, in which each member of the association participates. Moreover, all categories must be **cumulatively** covered by the association.

20.3.2

As far as the **bidding** economic operators are concerned, they are required to make available the aforementioned specialized personnel (Group K1) with the minimum required years of experience, namely:

<b>GROUP K1</b>						
<b>Code</b>	<b>Position</b>	<b>Proposed position</b>	<b>Experience - specialization</b>	<b>Foreseen seat for the provision of services - technical consultant offer</b>	<b>Number of persons</b>	<b>Initial Man-months</b>
1.1	1.1	Head of the Consultant – Coordinator	Civil Engineer or Electrical Engineer or Mechanical Engineer. Coordinator of the Consultant's Group possessing an experience of 15 years in the management/administration/coordination of major Civil Works projects, out of which 5 years in the management/administration/coordination of Metro projects.	Athens	1	60
1.2	1.2	Civil Engineer - Construction	Civil Engineer – Structural Engineer possessing an experience of 15 years in the organization and construction of Civil Works, out of which 5 years in Metro projects or in underground railway or road projects.	Thessaloniki	1	60
1.3	1.3	Electrical Engineer – Installation, Testing and Commissioning	Electrical Engineer possessing 15 years of experience in E/M works, out of which 5 years in Metro projects or in underground railway projects.	Thessaloniki	1	60
1.4	1.4	Contracts Engineer -	Civil Engineer possessing an experience of 15 years in the management of major public works contracts.	Thessaloniki	1	60
1.5	1.5	Costing Engineer	Civil Engineer or Mechanical Engineer or Electrical Engineer possessing an experience of 15 years in the costing of major public works.	Thessaloniki	1	60
1.6	1.6	Trackwork Engineer	Civil Engineer or Mechanical Engineer or Topographer Engineer possessing an experience of 15 years in design or construction, out of which 5 years in trackwork projects	Athens	1	60
1.7	1.7	Engineer – Power Supply	Electrical Engineer possessing an experience of 15 years in E/M works, out of which 5 years in electrical power supply or power distribution systems in railway, industrial or major building projects.	Athens	1	60
1.8	1.8	Engineer - Ventilation	Mechanical Engineer possessing an experience of 15 years in mechanical designs, out of which 5 years in tunnel ventilation, station	Athens	1	

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			ventilation and air conditioning, including relevant Automated Supervision and Control Systems of E/M Installations (BACS).			60
1.9	1.9	Engineer – Signaling	Electrical Engineer possessing an experience of 15 years in E/M systems, out of which 5 years in underground railway projects, such as Metro signaling systems, EIXL, ATS, ATO, ATP, driverless systems, as well as in Platform Screen Doors for the supervision of the corresponding installation, testing and commissioning works.	Athens or Thessaloniki	1	60
1.10	1.10	Engineer – Telecommunication and Low Voltage	Electrical Engineer possessing an experience of 15 years in E/M works, out of which 5 years in Metro systems or in underground railway projects, specializing in telecommunication systems, to support the designs in the field of telecommunications and low voltage systems.	Athens	1	60
1.11	1.11	Engineer – Rolling Stock	Rolling Stock Mechanical Engineer or Electrical Engineer possessing an experience of 15 years in E/M systems, out of which 10 years in rolling stock and E/M systems related to rolling stock.	Thessaloniki	1	60

### 20.3.3 Similar Services

As far as the **bidding** economic operators, they must have implemented (provided) services similar to the tendered ones, which have been provided through contracts awarded to the candidate natural or legal entity within the period from 2012-2023.

“Similar services” means comprehensive Technical Consulting or managing Consulting services that have been provided in Metro projects in the field of CW works and E/M systems in the framework of one or different contracts. In particular, the minimum experience required (in CW and E/M services) must concern a Metro line, at least 10km long. In case of an Association, this requirement can be covered cumulatively from the members of the Association, provided that at least one of the Metro projects - where the required CW and E/M services had been provided in total – is equal to or over 3km long.

In case the experience is acquired through an Association, for the experience to be taken into consideration, the participation percentage of the member of the association providing the subject experience must be 30% or more in CW or E/M Works in the previous contracts invoked. This percentage will derive from the Certificate for Services Provided in the framework of previous Contracts which the Bidders must possess and which is submitted by the lowest bidder at the award stage (article 23.4.3.3 herein).

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**20.4 Quality assurance standards**

Every bidder must have and implement the certified quality management system, per ISO 9001:2008 or equivalent.

In case of **an association**, the aforesaid requirement must be met by **each member** of the association.

**20.5 Relying on the capacity of third parties**

The economic operators, participating in this tender process, can rely on the capacities of other operators, as regards the credit and financial efficiency criteria and the criteria related to the technical and professional capacity, as per article 307 of Law 4412/16, irrespective of the legal nature of the existing relationships between them and the subject operators. In this case, the economic operators shall prove that they will have at their disposal the necessary resources via the submittal of the relevant commitment on the part of the operators on whose competence they rely.

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

The economic operators participating in the tender process can rely on the capacities of other operators, as regards the criteria related to the required technical and professional capacity, only if the third party operators are to execute the works or the services for which the specific capacities are required.

In case the economic operators participating in the tender process rely on the capacities of third party operators – as regards the required credit and financial efficiency criteria, the subject economic operators and those on who they rely shall be liable jointly for the execution of the contract.

Under the same terms, an association of economic operators can rely on the capacities of the members forming the association or of other operators.

In case an economic operator relies on the capacities of other operators, the operators on whose capacity he relies shall be obliged to prove that there are no reasons for disqualification, as stipulated in article 19 herein, and that they fulfil the relevant selection criteria, on a per case basis.

As concerns the operators whose capacities are invoked by the bidders, the latter shall incorporate in the sub-folder “Participation Supporting Documents – Technical Offer” the ESPD and the Legal Statement of article 21.1.3 herein.

Moreover, in order to prove the “borrowed experience”, the operators must include in the “Back Up Documentation for Participation” the items required in article 23.8 herein, as far as the third party operator is concerned.



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

ATTIKO METRO S.A. requires that the bidding economic operator replaces an operator who does not fulfil a relevant selection criterion – stipulated herein – or for whom there are reasons for disqualification – as per article 19 herein. The replacement of an operator shall be effected further to a notification given by ATTIKO METRO S.A. to the economic operator by action “Discussions” of ESIDIS, within a thirty (30) – day period as of the date of communication of the subject notification to the economic operator for each third party operator on whose capacities the bidding economic operator relies in the framework of the same procedure for contract award. The operator who replaces the aforementioned operator cannot be replaced anew.

In case the bidder does not respond to the determined deadline and/or if the second proposed operator 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 article 4.4 procedure is followed for the bidder whose offer comes next, i.e. it is the most advantageous one in financial terms.

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

In case the terms and conditions of this article are not adhered to, valid shall be the content of Article 103 Law 4412/16.

**20.6 Sub-contracting Work**

The economic operator specifies in his offer the part of the Contract works he intends to assign on a sub-contracting basis to third parties, as well as the proposed sub-contractors, in case he is aware of it at this phase. ATTIKO METRO S.A. necessarily verifies that there are no grounds for the disqualification of the sub-contractors on the basis of article 19 herein and that they possess the necessary qualifications to execute the scope of the contract assigned to them, according to the European Single Procurement Document (ESPD).

Adherence by the sub-contractors to the obligations stipulated in paragraph 2, article 253 of Law 4412/16 shall not release the main contractor from his responsibilities.

The economic operator shall be obliged to replace a sub-contractor, if there are grounds for his disqualification and the subject sub-contractor does not possess the qualifications required for the execution of the scope of the contract assigned to him.

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**CHAPTER D'**

**ARTICLE 21 CONTENT OF THE OFFER ENVELOPE**

The offer envelope shall include the following electronic (sub)-folders. Namely:

- a. the (sub)-folder bearing the indication **“Back Up Documentation for Participation”**,
- b. the (sub)-folder bearing the indication **“Technical Offer”** and
- c. the (sub)-folder bearing the indication **“Financial Offer”**,

in line with the following.

**21.1** The electronic (sub)-folder **“Back Up Documentation for Participation”** shall contain:

**21.1.1** **The European Single Procurement Document (ESPD)**, 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) and is provided exclusively in electronic format.

At the time of submitting their offers, the economic operators shall submit the ESPD, as a back document for participation, stipulated in article 79 of Law 4412/2016, which is equivalent to an updated Legal Statement bearing the consequences of L. 1599/1986 (A' 75), **as a preliminary proof of evidence** in replacement of the certificates issued by public authorities or third parties, confirming that the subject economic operator fulfils the following requirements:

- a) he is not in one of the situations described in article 14 herein;
- b) he fulfils the relevant selection criteria, that have been specified as per articles 15 and 16 herein.

The ESPD shall be filled in via Promitheus ESPDint sub-system, which is accessible through the portal site ([www.promitheus.gov.gr](http://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.

ATTIKO METRO S.A. may request the bidding economic operators at any point throughout the procedure, to submit all or a part of the back-up

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documentation in order to prove that they satisfy the provisions of articles 19 and 20 of this document, on an as-required basis, for the correct conduct of the tendering process.

ATTIKO METRO S.A. is entitled, at any point throughout the procedure in question, to disqualify any bidder from the tender if it is proven that, due to his actions or omissions, he has fallen or falls under the following cases:

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

The economic operator is especially obligated to declare – via the ESPD – his status, as related to the reasons foreseen in article 73 of Law 4412/2016 and article 20 herein and, at the same time, to invoke any measures that have been introduced, in order to restore his reliability.

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

It is particularly stressed that in the response provided by the economic operator 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 para. 10, article 73, Law 4412/2016 or the implementation of the provision of para. 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 with regard to the submission of the back-up documentation the content of the previous item applies.

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

The economic operator 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 of article 73 of 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, take decisions or control this body.

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

If an offer is submitted by an economic operator **association**, the ESPD shall be submitted separately for each member of the association.

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

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

**The ESPD signing date shall fall within the offers submission time period. If, in the time period between the ESPD signing and the deadline for the submission of the offers, changes are made by the economic operator in the data stated in the ESPD, the economic operator shall withdraw his offer without requiring any resolution on the part of ATTIKO METRO S.A., in line with paragraph 3.9 herein. Subsequently, he can resubmit his offer via an updated ESPD.**

21.1.2 **The Participation Letter of Guarantee** in this procedure, as per the stipulations of article 15.2 herein.

It is stressed that the participating economic operators shall submit the Participation Letter of Guarantee electronically in a .pdf file and that they are obligated to submit same in printout (original) per the stipulations of articles 3.4 and 3.5 herein.

The offer of an economic operator who did not submit the Letter of Guarantee for Participation, as required by the contract documents, shall be rejected as unacceptable, **in line with the content of article 4.2cii.**

21.1.3 The **Legal Statement** certifying that the bidding economic operator agrees with the terms of this 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, by each member-economic operator separately.

If the economic operator invokes **third party resources or sub-contractors**, he shall be called upon to submit the aforesaid legal statement of the third parties and the sub-contractors he proposes.

21.2 The **Technical Offer** Electronic Sub-Folder shall include the technical information of the economic operator offer, on the basis of his technical offer

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shall be evaluated per the stipulations of article 22.1 of this Document; on a penalty of disqualification, the above is required to include the following:

21.2.1 **A Technical Report** for this specific contract, based on the existing information contained in the document entitled “Technical Information about the Consultant’s Personnel and Services”, that includes the scopes of the contract under award and comments thereon, highlighting any emerging problems and risks and recommending the method for resolving and addressing same in the appropriate manner, in order to depict the extent of understanding of the contract requirements.

21.2.2 **A Methodology Report**, unified for the entire contract, including:

- a) The of the main activities – actions for the provision of services, along with a brief description of each one of those, as well as the utilization of the hardware / software available, on an as-required basis;
- b) The presentation of the foreseen internal procedures for the provision of services.

21.2.3 **A Report pertaining to the Group that provides services**, including:

a) A presentation of all executives of **Group K1** providing services, as included in the document entitled “Technical Information about the Consultant Personnel and Services”, accompanied by the Table in **Sample C.1 of Appendix C** herein.

b) A presentation of the duties that the members of the group shall assume in order to provide the pertinent services, accompanied by an organization chart to, schematically, depict the allocation of the responsibilities among the members of the group.

21.2.4 The Technical Report, the Methodology Report and the Report pertaining to the Group Providing services (including their Annexes, if any) shall be presented in a text not exceeding 80 pages - paper size and letters size shall be A4 and 11, respectively. If the content of the subject documents exceeds the aforesaid requirements in the Tender Committee’s judgment (which is formulated by virtue of the principle of equal measure of judgment), the exceeding material shall not be taken into account in the evaluation.

As concerns the data available about the members of the Group Providing services, the Tender Committee reserves the right to request further information.

**21.3** The **Financial Offer** electronic sub-folder must include:

21.3.1 **The financial offer of the system**, which is prepared by filling in the overall expenditure before VAT, as arises from the “Financial Offer Form” of ATTIKO METRO S.A., in the respective electronic form of the system. Subsequently, the system creates a relevant electronic file in .pdf format, which is digitally signed and submitted by the bidder. The information contained in the special electronic form of the system and the produced electronic file, which is

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digitally signed, must coincide. In any other case, the system produces a relevant message and the bidder is called upon to create anew the electronic .pdf file.

**21.3.2**

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

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

It is stressed that:

- a) **At the penalty of disqualification, Financial Offers shall not exceed the respective amount of ATTIKO METRO S.A's budget.**

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

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

- 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.

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

The offered amounts shall be expressed in EURO.

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

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

**22.1 Evaluation and Scoring of the Technical offer:**

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

**22.1.1 Evaluation Criteria of the Technical Offer:**

**1<sup>st</sup> Criterion of the Technical Offer (K1)**

This criterion evaluates the completeness and correctness of assessing the contract scope, as derives from the Technical Report indicated in paragraph 21.2.1 and more specifically:

- **(K1a):** the grade of completeness of assessing the scopes of the contract,
- **(K1b):** the grade of completeness and correctness of commenting thereupon and, especially, of identifying any eventual problems, and
- **(K1c):** the grade of effectiveness of the proposals submitted in order to address any problems.

If the Technical Report is well more extensive than the reasonable size foreseen in the previous article, then evaluated shall be only the reasonable number of pages.

Technical solutions related proposals shall not be evaluated.

The 1<sup>st</sup> criterion shall be scored as follows:

**$K1 = K1a \cdot 0.30 + K1b \cdot 0.35 + K1c \cdot 0.35$** , which shall consist of a whole number from 1 to 100. Offers receiving in this specific criterion a score below 50 points shall be rejected as unacceptable.

The importance of criterion 1 in the overall scoring of the bidder is determined at  **$\sigma 1 = 35\%$** .

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**2<sup>nd</sup> Criterion of the Technical Offer (K2)**

This criterion evaluates the organisation of the economic operator, the completeness and reliability of the methodology for the implementation of the contract, per paragraph 21.2.2 Methodology Report and more specifically:

- **(K2a):** the grade to which the activities presented cover the technical requirements of the contract, and
- **(K2b):** the grade of adequacy of the foreseen internal procedures for the provision of services in view of the workmanlike execution of the contract.

The 2<sup>nd</sup> criterion shall be scored as follows:

**$K2 = K2a \cdot 0.50 + K2b \cdot 0.50$** , which shall consist of a whole number from 1 to 100. Offers receiving in this specific criterion a score below 50 points shall be rejected as unacceptable.

The importance of criterion 2 in the overall scoring of the technical offer of the bidder is determined at  **$\sigma 2 = 35\%$** .

**3<sup>rd</sup> Criterion of the Technical Offer (K3)**

This criterion evaluates the organizational effectiveness of the proposed **Group K1** providing the services, per paragraph 21.2.3, and more specifically

- **(K3a):** the grade of adequacy of the proposed Group, in view of covering the scope of the contract, as regards the number of scientists and specialties with the structure of the organization chart and the actual requirements of the contract, and
- **(K3b):** the clearness in the description of the organization chart and in the selection and determination of the duties and allocation of responsibilities among the members of the Consultant's Group.

The 3<sup>rd</sup> criterion shall be scored as follows:

**$K3 = K3a \cdot 0.50 + K3b \cdot 0.50$** , which shall consist of a whole number from 1 to 100. Offers receiving in this specific criterion a score below 50 points shall be rejected as unacceptable.

The importance of criterion 3 in the overall scoring of the bidder is determined at  **$\sigma 3 = 30\%$** .

The evaluation and scoring on the basis of Criteria K1, K2 and K3 shall be effected in line with paragraph 22.1.3 herein.

**22.1.2**

**Scoring of the Technical Offer**

The sum up of the relevant weight coefficients of the evaluation criteria expressed in a percentage shall be in all cases 100 points.

The technical offers shall be scored and classified in line with the following formula:

$$U(\Pi) = \sigma 1 \cdot K1 + \sigma 2 \cdot K2 + \sigma 3 \cdot K3$$



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Where:

“σν” is the weight coefficient

“Kv” is the scoring of the evaluation criterion

The resulting score shall be rounded to the second (2<sup>nd</sup>) decimal.

**The weight coefficient of the Technical Offer scoring is set to 75%.**

The Technical offer that does not fulfill the minimum individual scoring of the criteria, as stipulated in article 22.1.1, shall be rejected and the respective economic operator shall be disqualified from the tender.

**22.2 Scoring of the Financial Offer**

Financial Offers shall be scored on a centigrade (100) scale and the U(ΟΠi) score of each financial offer (ΟΠi) shall result from the **offered discount percentage “ε”**, as follows:

$$U(ΟΠi) = (120 * ε) / (20 + ε)$$

The resulting number shall be rounded to the second (2<sup>nd</sup>) decimal.

**The weight coefficient of the scoring of Financial Offer is 25%.**

Scored shall be only the Financial Offers of the economic operators, whose back up documentation for participation were considered to be complete and whose Technical Offers were considered accepted and were scored, in line with paragraph 22.1.2 herein.

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

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

$$U = U(ΤΠ) * 85\% + U(ΟΠ) * 25\%$$

The resulting score shall be rounded to the second (2<sup>nd</sup>) decimal.

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

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

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

**23.1 General requirements – Submission deadlines**

In order to prove that the disqualification grounds (article 14) do not apply and that the criteria for the qualitative selection (article 15 herein) are fulfilled, the economic operators shall submit the back up documentation stipulated in this article. The subject documentation shall be submitted, as per the stipulations of article 11.3, by the provisional contractor.

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

The eligibility and the terms and conditions of participation, as specified in articles 13, 14 and 15 of this Document, are assessed:

- a) at the time the offer is submitted through the submission of the ESPD
- b) when the back-up documentation stipulated in this article is submitted and
- c) at the time when the Legal Declaration is examined in line with stipulations of case d, para. 3, article 105, Law 4412/16 on the award and conclusion of a contract.

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

If changes occur to the preconditions that the bidders have 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.

**Means of evidence shall be made acceptable as follows:**

- a) the back up documentation concerning paragraphs 19.1 and 19.3.2, should they have been issued up to three (3) months prior to their submission;
- b) the back up documentation concerning paragraph 19.2, should they are valid on the date they are submitted; otherwise, in case no validity date is mentioned, the subject back up documentation should have been issued as per the stipulations indicated in the previous case;
- c) the back-up documentation concerning paragraph 20.1, the means of evidence pertaining to valid representation, in case of legal entities, and certificates issued by competent authorities referring to the nominalization of shares, in case of societate anonymes, should they are issued up to thirty (30) working days prior to their submission unless a specific time of issuance is

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- foreseen in their special issuance provisions which is valid at the time of their submission;
- d) affidavits, should they have been compiled up to three (3) months prior to their submission, and;
  - e) legal statements, should they have been compiled after the notification of the invitation for the submission of back up documentation. It is not required for Legal Statements 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 Candidate. Legal Statements are not required to bear a signature certification. It is clarified that in case the legal representative of the Bidder is or resides in Greece and does not speak Greek, he may submit a Legal Statement of Law 1599/86, duly noted on the body of the statement that the undersigned fully understands the content of the statement having read its translation into a language he understands.

The documents stipulated herein shall be submitted in electronic and printed format in line with the provisions particularly specified in paragraphs 3.4 and 3.5 herein. Especially, as regards the means of evidence which are private documents, these can be accepted either by virtue of the provisions of Law 2690/1999 (Α’ 45) or as simple photocopies, on condition they are accompanied by a legal statement verifying their accuracy, which (legal statement) must have been compiled after the communication of the subject invitation for the submission of the back up documents.

In case of an association of 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.

ATTIKO METRO S.A. reserves its right to request any other document deemed necessary upon reading of the legalizing and other documents and data to be submitted by the bidders prior to the contract signing. In addition, and if there are any doubts whatsoever, ATTIKO METRO S.A. is entitled to address itself directly to the responsible authorities in order to take delivery of the necessary information about the personal status of the “provisional contractor”. When the necessary information concerns a “Provisional contractor” established in another member state, then the awarding authority is entitled to seek the cooperation of the responsible authorities. The request for the provision of information may concern legal and/or physical entities, possibly including, the managers of companies or any other individual with the

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power to represent, to make resolutions or to control, as determined by the national legislation of the member-state of establishment.

**23.2      Supporting documents proving that the disqualification grounds of article 19 do not apply**

In order to demonstrate that the reasons for disqualification specified in article 14 do not apply economic operators shall submit the following supporting documents:

23.2.1      As regards **paragraphs 19.1.1 to 19.1.6 herein**, the following shall be submitted: an extract of the penal record or, in lack thereof, an equivalent document issued from the competent judicial or administrative authority of the member-state or of country of establishment of the economic operator, proving that the required preconditions are met. The obligation for the submission of the aforesaid extract concerns also the entities of paragraph 14.1.7.

23.2.2      For **paragraphs 19.2.1 and 19.2.2 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 economic operators having established in Greece must submit the following supporting documents:

- Tax Clearance Certificate or, in case of a debt, a certificate of debt issued by the Independent Authority for Public Revenue (I.A.P.R.);
- Social Contribution Clearance Certificate or, in case of a debt, a certificate of debt issued by e-EFKA (or any other insurance entity the economic operator is insured by);
- A Legal Statement that no final and binding court or administrative decision has been made against the economic operator for breaching his obligations as regards payment of taxes or social security contributions;
- A Legal Statement regarding the social security Organizations to which the economic operator ought to pay his contributions (in case the provisional contractor is established in Greece, this requirement concerns main and auxiliary insurance Organizations. This statement is required only in case he is not exclusively insured by e-EFKA).

23.2.3      For **paragraph 19.3.2 herein**: a certificate issued by the responsible Authority of the relevant member-state or country.

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As regards the economic operators installed in Greece:

- (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 taxisnet, proving non-suspension of any business activities.

23.2.4 For **paragraph 19.3.9** herein: 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 (a) there is no disciplinary authority and they have not committed any serious professional offence whatsoever and that (b) no disciplinary penalty or any other penalty has been imposed to them – as far as their profession is concerned – by the responsible supervisory authority / agency having the authority to impose disciplinary or other penalties.

23.2.5 If a member–state or country does not issue the certificates mentioned in **cases 23.2.1, 23.2.2 and 23.2.3**, or if these certificates do not cover all cases under paragraphs 1, 2.1, 2.2 and 3.2 of article 19 herein, then the said document or certificate can be substituted by a statement under oath (affidavit) or, for member-states / countries where affidavits are not issued, by a Legal Statement of the interested party before a responsible Judicial or Administrative Authority, a notary public or a responsible professional or commercial entity of the economic operator's country of origin / installation.

In this case, the responsible Public Authorities provide a Legal Statement whereby it is stated that the certificates presented in this paragraph are not issued, or that these certificates do not cover all cases mentioned above.

Should it be ascertained by any means that the said certificates are actually issued in this country, then the Offer of the economic operator is rejected.

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23.2.6 For the cases of **paragraphs 19.3.1, 19.3.3, 19.3.4, 19.3.5, 19.3.6, 19.3.7 and 19.3.8** herein, the economic operator shall submit a statement under oath certifying that there are not any reasons in effect leading to his disqualification.

23.2.7 As far as the case of **paragraph 19.5** herein is concerned, the bidding economic operator shall submit a Legal Statement certifying that an horizontal penalty cause for disqualification has not been imposed to him, in line with the provisions of the applicable legislation.

23.2.8 **Supporting documents specified in paragraph 14.4**

As far as the case of paragraph 19.4 herein is concerned and in order to prove that the economic operator meets the requirements set forth in Law 3310/2005, he must submit back up documentation 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.

In particular, the following must be submitted:

- i) In order to prove the exemption from the obligation of nominalization of their shares, as per case a) of paragraph 19.4, a certificate issued by the Stock Exchange concerned;
- ii) As regards the exemption of case b) of paragraph 19.4 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 managers, 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 paragraph 19.4.
- iii) Back up documentation for the nominalization of shares of the provisional contractor:
  - a) A certificate issued by the responsible Authority of the country of seat, whereby it results that the company's shares are nominal; this certificate must have been issued up to thirty (30) working days prior to its submittal.
  - b) A detailed list with the details of the company's shareholders and the number of shares of each shareholder, as these details are recorded in the company's Book of Shareholders, maximum thirty (30) working days prior to the offer submittal date.

In particular:

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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:

- a) A certificate issued by the responsible Authority of the country of their seat, whereby it results that the shares are nominal,
- b) A detailed list with the names of the shareholders and the number of shares of each shareholder, as these details are recorded in the company's Book of Shareholders in line with the Law of its country of seat, maximum thirty (30) working days prior to the offer submittal date.
- c) Any other 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 **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:

- a) 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;
- b) Valid and updated list of persons possessing at least 1% of the shares or voting rights;
- c) 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 ought to justify the reasons why these shareholders are not known.

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

For the offer to be accepted, ATTIKO METRO S.A. ought to check 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

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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.

- 23.2.9 **As regards the case of paragraph 19.8 herein**, a legal statement shall be submitted by the bidding economic operator that a) he is not a Russian national or physical or legal entity, a body or an operator established in Russia, b) he is not a legal entity, body or operator whose ownership rights are directly or indirectly held by more than 50% by entities stated under item (a) above, c) he is not a physical or legal entity, body or operator acting in the name of or by instruction of an entity stated under items (a) and (b) above and d) the sub-contractors or the operators on whose capacities he relies do not fall under items (a) to (c) above.

**23.3 Back-up Documentation for the review of the legalizing documents of the provisional contractor**

- 23.3.1 In order to proceed to the legalization review of the provisional contractor required shall be the submittal of legalizing documents proving that the economic operator has been established and is operating legally, as well as the persons legally representing the economic operator and committing him through their signatures in the relevant documents of this procedure for the contract signing.

In case of legal entity, the legalizing documents proving the signature authority of the legal representative shall be submitted.

- - If the bidder is a Societe Anonyme (S.A) are as follows:

- a) Photocopy of the most recent codified statutes, ratified by a public authority, as filed before the responsible Department, as well as the Government Gazette Issue (FEK) where they were published, if necessary; otherwise, the announcement of the registration in GEMI.
- b) The Government Gazette Issue (FEK) where the minutes on the establishment of its current Board of Directors into a body were published, if required, otherwise, the announcement of the registration in GEMI.
- c) Certificate issued by GEMI on any amendments made to the Statutes, non dissolution of the Company and its winding-up, non existing request, petition or Court Decision for dissolution of the company and the appointment or replacement of a liquidator or co-liquidator, etc.
- d) Proceedings of the Board of Directors approving the participation in the Tender which may also include an authorization to a specific person to sign and submit the offer if the legal representative of the economic operator himself does not sign the offer and the remaining required documents of the Tender.

- If the Bidder is a Limited Liability Company:



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- a) Photocopy of the most recent codified statutes, as filed in the responsible Department, as well as the Government Gazette (FEK) where they were published, if any; otherwise, the announcement of the registration in GEMI.
- b) Certificate issued by the GEMI on any amendments made to the Statutes, non dissolution of the Company and its winding-up, non existing request, petition or Court Decision for dissolution of the company and the appointment or replacement of a liquidator or co-liquidator, etc.
- If the Bidder is a Private Capital Company, General Partnership Company or Limited Partnership Company:
  - a) Photocopy of the company's statutes, ratified by a Public Authority and any amendments made to them, as well as the announcement of the registration in GEMI.
  - b) Certificate issued by the GEMI on any amendments made to the Statutes, non dissolution of the Company and its winding-up, non existing request, petition or Court Decision for dissolution of the company and the appointment or replacement of a liquidator or co-liquidator, etc.
- If the bidder is a private-owned company and natural entity, a photocopy of the certificate of commencement of business from the Tax Authority concerned and any amendments made to it.
- If the bidder is a companies' association, the aforementioned requirement for submission of legalizing data shall be valid for each member separately.
- If the participants are established abroad, the relevant supporting documents for establishment are issued by the respective countries, according to the applicable legislation in the country of installation.

**23.4 Back up documentation intended for the review stipulated in article 20**

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

In order to prove the competence to exercise the professional activity:

- (a) Bidders established in Greece shall submit a Designer's/ Engineering Firm License, for as long as the transitional deadlines referred to in Article 39 P.D.71/2019 continue to be in force, or a registration certificate in the Registry of Public Works Engineering Companies (MHMEDE) from the date of its entry into force, in the design category (-ies) specified in article 12.1 herein.
- (b) Bidders established in other member-states of the European Union, shall submit the statements and certificates listed in Annex XI of Appendix A,

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Law 4412/2016, proving the competence of the economic operator to provide services as concerns the design categories stipulated in article 12.1 herein.

- (c) Bidders established in a member – state of the European Financial Area (EFA) or in third countries that have signed and ratified the Public Procurement Agreement (PPA), to the extent that the contract under award is covered by Annexes 1, 2, 4 and 5 and the general notes of Appendix I related to the EU of the aforesaid PPA, or in in third countries that do not fall under the previous case and have concluded a bilateral or multilateral agreement with the European Union shall submit a certificate issued by the respective professional or commercial registry. If such Registries are not kept in these countries, this document or certificate may be replaced by an affidavit or, in member-states or in countries where an affidavit is not foreseen, the interested party shall submit an official statement before an official judicial or administrative authority, notary public or the responsible professional or commercial institution in the economic operator's country of origin or establishment, that such registry is not kept and that he exercises the activities indicated in the design categories mentioned in article 18.1 herein.

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

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

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

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

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

**23.4.3.1 In order to prove adherence to the requirements of article 20.3.1 herein**

- (a) Economic operators installed in Greece shall submit a Designer's or Engineering Firm License, until the expiry of the transitional validity period of P.D.71/2019, in line with its Article 39 and, from the date of its entry into force, a registration certificate in the Registry of Public Works Engineering Companies (MHMEDE) in the design categories, stipulated

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in article 12.1 herein, which shall constitute the evidence of the information it bears.

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

(c) More specifically, the following economic operators:

- Foreign economic operators not registered in official lists or not certified by Certification Organizations, as specified in the previous paragraph.
- Foreign economic operators that are registered in official lists (as for example, from member-states of the EU or the EFTA or in the member-states that have ratified the Government Procurement Agreement (GPA)) or are certified by Certification Organizations, but the registration certificate does not prove that the requirements of paragraph 20.3.1 herein are met.
- Economic operators established in Greece and registered in MEEP but the registration certificate does not prove that the requirements of paragraph 20.3.1 herein are met,

must submit the following back up documentation:

- i. Legal Statement – Certificate drafted by the legal representative of the economic operator whereby he states that he possesses the necessary executives under article 20.3.1 vested with the specialities and experience required stating their names, their speciality and their years of experience.

23.4.3.2 **In order to prove adherence to the requirements specified in paragraph 20.3.2 herein**, bidders shall submit the following information

**Curriculum Vitae** for all Executives of Group K1, in line with **Sample D.1 of Appendix D** herein, which shall be signed digitally by each executive concerned.

In case of foreign executives, the curriculum vita shall be accompanied by a Legal Statement of Law 1599/86, where the foreign executive shall certify that he/she fully understands the text of the Curriculum Vita, since it was translated in a language that he/she understands.

It is clarified that if the proposed specialized personnel includes executives who do not belong to the economic operator, i.e. they do not have an employment relationship with the company or they do not have their personal degrees included in the license of the company, these shall be considered as

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“third-party resources”, even if they have a cooperation relationship with the economic operator. In such cases, the economic operator to be appointed as the lowest bidder shall be under the obligation to submit, in addition to the above, the backup documents of article 23.7.1 of this document, in the envelope with the Awarding Back-up Documentation.

**23.4.3.3 In order to prove the required experience as specified in paragraph 20.3.3 herein, bidders shall submit the following information, namely:**

- A list of similar services performed with contracts by the individual economic operator or all members of the association, or the invoked “third party” in the time period 2012-2023. This list shall necessarily be prepared according to the attached **Sample D.2 of Appendix D**.
- Certificates certifying the provision of services for the contracts presented in the above list (as stated in the field “CERTIFICATE FOR SERVICES PROVIDED IN THE FRAMEWORK OF THE CONTRACT”). The certificates:
- Certificates will have been issued by the competent authorities and shall prove the workmanlike and timely execution of the contracts or parts thereof. More specifically, these certificates shall indicate the basic characteristics of the relevant services, so that they can be evaluated and, thus, ascertained that they do fulfil the requirements of article 20.3.2 as well as the time of their execution; the subject certificates shall also certify that the projects have been executed in line with the rules of the technical offer and have been duly completed.

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

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

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

**23.5 Back up documentation to demonstrate adherence to the Quality assurance standards specified under paragraph 20.4 herein**

**In order to prove adherence to the requirements of article 20.4 herein, bidders shall submit the quality management system certificate, per the standards and specifications stipulated in article 20.4 herein.**

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**23.6 Official lists of approved economic operators**

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

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

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

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

**23.7 Back up Documentation to demonstrate the “borrowed experience” mentioned in article 20.5 herein**

In the event that the bidding economic operator or association relies on the competence of other entities, as per article 20.5 herein, these entities whose competence the bidding economic operator or association relies on are required to submit the supporting documents, stipulated in article 23.2 herein and those provided for in article 23.4.1 herein – as the case may be - proving that the disqualification grounds in article 19 herein do not apply to them, as well that they fulfil the specific selection criteria on a per case basis (article 20).

The back up documentation for the award, in the event of a legal entity, shall include the BoD resolution or the relevant decision of the statutory body concerned of the invoked third party or, in the event of a physical entity, the subject documentation shall include a legal statement (in case of natural entities) approving the provision of the invoked financial and/or technical and professional competence (experience) of the third party to the operator, so that the bidder has ensured its availability for the execution of the Contract.

The relevant report must be detailed and itemize the specific resources that will be made available in the framework of the Contract. It shall necessarily include in a detailed manner all items related to the availability of the required resources (kind, quantity, time schedule, preconditions, terms, responsibilities, etc.), in such a way so that ATTIKO METRO S.A. may proceed to the evaluation and may assess the importance of the relevant resources and ascertain the implementation of such a commitment during the execution of the Contract. If the subject entity makes available members of its personnel, then in the subject report it must be explicitly stated that this personnel shall

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execute the works or provide the services, for which these capacities are required.

23.7.1 Especially in the case of “borrowed capacity” concerning **the specialised personnel of Group K1**, that the Contractor ought to make available, in line with paragraph 20.3.2 herein, the following commitment back-up documentation for the invoked “third party” must be included.

- A decision issued by the Competent Statutory Body (only in the case that the person made available for the specialized personnel belongs to a legal entity) stating that: *“We shall approve the provision to ..... (name of the Bidder) of ..... (name of the person made available for the specialized personnel) ..... as ..... (state in detail the specialize field). We explicitly commit ourselves to make available to the aforementioned Bidder this specific resource for the execution of the Contract, provided that the Contract is awarded to him, in adherence to the legal provisions”.*

The aforementioned decision of the Statutory Body shall be necessarily accompanied by a Legal Statement of the person made available for the specialized personnel stating that: *“I accept my availability ..... (name of the Bidder) as a ..... (indicate the precise field of expertise), as it results from Decision No. .... (indicate the Statutory Body Decision details) made by ..... (indicate the trade name of the legal entity).*

- A Legal Statement (only in the case that the person made available for the specialized personnel is a physical entity) where the invoked “third party” shall state that: *“I shall provide to ..... (name of the Bidder) my capacity as ..... (indicate the precise field of expertise). I explicitly commit myself to provide to the aforementioned Bidder this specific resource for the execution of the Contract, provided that the Contract is awarded to him, in adherence to the legal provisions”.*

**INVITATION TO TENDER**

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**ARTICLE 24 NOTIFICATION ON PERSONAL DATA PROCESSING**

ATTIKO METRO S.A., in its capacity as head of processing, hereby notifies the physical entity signing the offer as a Bidder or as 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:

- I. The scope of processing is personal data included in the Offer Envelopes 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 his Legal Representative.
- II. The aim of processing is the evaluation of the Offer Envelope, the Contract award, the protection of ATTIKO METRO S.A. interests, the fulfilment of ATTIKO METRO S.A. obligations, deriving from the pertinent legislation and, in general, the security and protection of transactions. Information on personal data and communication shall be used by ATTIKO METRO S.A. to inform the Bidder about the evaluation of the Offer Envelope.
- III. The recipients, to whom the aforementioned 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, company executives, members of Evaluation Committees, 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 participants in the Tender, in the framework of the principle of transparency and of the right of legal protection of the participants in the Tender, according to the Law.
- IV. The information shall be kept for a period equal to the duration of the contract execution and for a time period of five (5) years upon expiry of the contract for any future tax-economic inspections or financing entities checks or other checks foreseen by the applicable legislation, unless the pertinent legislation provides for a different time period in which the subject information must be kept. In case of a pending legal action, as regards a Public Contract, the information shall be kept until the completion of the pending legal action. Upon expiry of the aforementioned periods, personal data shall be destroyed.
- V. The physical entity, i.e. either the bidder or the legal representative of the bidder, may exercise all his legal rights for the personal data relating to him, by addressing himself to the person responsible for the protection of personal data of ATTIKO METRO S.A.
- VI. ATTIKO METRO S.A. has the obligation to introduce all reasonable measures to ensure confidentiality and security of data processing and protection thereof against any accidental or unauthorized destruction, accidental loss, alteration, forbidden propagation or access by any entity whatsoever, and against any other form of unauthorized processing.

**INVITATION TO TENDER**

**ΠΡΟΣΑΡΤΗΜΑ (Α)**

**ΥΠΟΔΕΙΓΜΑ Α1**

**ΕΓΓΥΗΤΙΚΗ ΕΠΙΣΤΟΛΗ ΣΥΜΜΕΤΟΧΗΣ**

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

Ημερομηνία έκδοσης: .....

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

(Διεύθυνση Αναθέτουσας Αρχής/Αναθέτοντος Φορέα<sup>2</sup>) .....

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

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

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

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

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

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

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

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

(συμπληρώνεται με όλα τα μέλη της Ένωσης / Κοινοπραξίας)

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

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

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

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

<sup>4</sup> Όπως υποσημείωση 3.





**“TECHNICAL CONSULTANT SERVICES FOR  
ΑΤΤΙΚΟ ΜΕΤΡΟ S.A. PROJECTS IN  
THESSALONIKI REGION”**

**RFP-434/23  
Α.Σ. 189830**

**INVITATION TO TENDER**

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

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


Η παρούσα ισχύει μέχρι και την .....

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

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

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

(Εξουσιοδοτημένη Υπογραφή)

	<p align="center"><b>“TECHNICAL CONSULTANT SERVICES FOR ATTIKO METRO S.A. PROJECTS IN THESSALONIKI REGION”</b></p> <p align="center"><b>INVITATION TO TENDER</b></p>	<p align="center"><b>RFP-434/23</b></p> <p align="center"><b>A.Σ. 189830</b></p>
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### **SAMPLE A.2**

#### **PARTICIPATION LETTER OF GUARANTEE**

Issued by (Full name of the Credit Institution)

...../ TMEDE

Date of issuance:.....

To: (Full name of the Awarding Body<sup>3</sup> )

.....

(Address of the Awarding Body<sup>4</sup> )

.....

Our Guarantee no. .... against the amount of ..... euro<sup>5</sup>.

We hereby declare that we irrevocably and unreservedly guarantee waiving our rights to to make use of the benefit of division and discussion up to the amount of ..... euro <sup>6</sup> in favour of:

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

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

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

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

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

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

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


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

<sup>3</sup> As specified in the Contract documents

<sup>4</sup> As specified in the Contract documents

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

<sup>6</sup> See footnote 3

	<p><b>“TECHNICAL CONSULTANT SERVICES FOR ATTIKO METRO S.A. PROJECTS IN THESSALONIKI REGION”</b></p> <p><b>INVITATION TO TENDER</b></p>	<p><b>RFP-434/23</b></p> <p><b>A.Σ. 189830</b></p>
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This guarantee covers only the obligations of the entity (-ies) (*in favour of whom this guarantee is issued*), as these ensue from the participation to the above tender procedure throughout its validity period.

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


The present guarantee shall remain valid until .....

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

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

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

(Authorized Signature)

	<p><b>“TECHNICAL CONSULTANT SERVICES FOR ATTIKO METRO S.A. PROJECTS IN THESSALONIKI REGION”</b></p> <p><b>INVITATION TO TENDER</b></p>	<p><b>RFP-434/23</b></p> <p><b>A.Σ. 189830</b></p>
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**ΠΡΟΣΑΡΤΗΜΑ (B)**

**ΥΠΟΔΕΙΓΜΑ Β.1**

**ΕΓΓΥΗΤΙΚΗ ΕΠΙΣΤΟΛΗ ΚΑΛΗΣ ΕΚΤΕΛΕΣΗΣ**

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

Ημερομηνία έκδοσης .....

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

.....  
(Διεύθυνση Αναθέτουσας Αρχής/Αναθέτοντος Φορέα)<sup>2</sup> .....

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

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

ευρώ.....<sup>4</sup>

υπέρ του:

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

....., ΑΦΜ: ..... (διεύθυνση)

....., ή

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

..... (διεύθυνση) ..... ή

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

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

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

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

(συμπληρώνεται με όλα τα μέλη της ένωσης / κοινοπραξίας)


ατομικά και για κάθε μία από αυτές και ως αλληλέγγυα και εις ολόκληρο υποχρεων  
μεταξύ τους, εκ της ιδιότητάς τους ως μελών της ένωσης ή κοινοπραξίας, για την

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

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

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

<sup>4</sup> Όπως υποσημείωση 3.

	<p><b>“TECHNICAL CONSULTANT SERVICES FOR ATTIKO METRO S.A. PROJECTS IN THESSALONIKI REGION”</b></p> <p><b>INVITATION TO TENDER</b></p>	<p><b>RFP-434/23</b></p> <p><b>A.Σ. 189830</b></p>
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καλή εκτέλεση της σύμβασης “(τίτλος σύμβασης)”, σύμφωνα με την (αριθμό) ..... Διακήρυξη της Αττικό Μετρό Α.Ε..

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


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

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

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

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

(Εξουσιοδοτημένη Υπογραφή)

	<p align="center"><b>“TECHNICAL CONSULTANT SERVICES FOR ATTIKO METRO S.A. PROJECTS IN THESSALONIKI REGION”</b></p> <p align="center"><b>INVITATION TO TENDER</b></p>	<p align="center"><b>RFP-434/23</b></p> <p align="center"><b>A.Σ. 189830</b></p>
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**SAMPLE B.2**

**GOOD PERFORMANCE LETTER OF GUARANTEE**

Issued by (Full name of the Credit Institution)

...../ TMEDE

Date of issuance:.....

To: (Full name of the Awarding Authority / Agency<sup>7</sup>)

.....

(Address of the Awarding Authority / Agency<sup>8</sup> )

.....

Our Guarantee no. .... against the amount of ..... euro<sup>9</sup>.

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 ..... euro<sup>10</sup>

in favour of:

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

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

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

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

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

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

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

individually and for each one of the above and jointly and severally liable in their capacity as members of the Joint Venture/ Consortium for the good performance of the contract No..... **“(title of the contract)”**, in accordance with ATTIKO METRO S.A. Invitation to Tender ..... (number”).


The aforementioned amount remains at your disposal and shall be paid in full or in instalments. Payment shall be made without disagreement, dispute or objection of

<sup>7</sup> As specified in the Contract documents

<sup>8</sup> As specified in the Contract documents

<sup>9</sup> The amount of the Letter of Guarantee is written in full and in numbers in brackets.

<sup>10</sup> See footnote 3

	<p><b>“TECHNICAL CONSULTANT SERVICES FOR ATTIKO METRO S.A. PROJECTS IN THESSALONIKI REGION”</b></p> <p><b>INVITATION TO TENDER</b></p>	<p><b>RFP-434/23</b></p> <p><b>A.Σ. 189830</b></p>
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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 it is returned to us along with a written statement of yours that we can assume that our Bank is free from any relevant obligation for the provision of security.

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

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

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

(Authorized Signature)

	<p><b>“TECHNICAL CONSULTANT SERVICES FOR ATTIKO METRO S.A. PROJECTS IN THESSALONIKI REGION”</b></p> <p><b>INVITATION TO TENDER</b></p>	<p><b>RFP-434/23</b></p> <p><b>A.Σ. 189830</b></p>
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**APPENDIX (C)**


**SAMPLE C.1**

**TABLE OF PROPOSED PERSONNEL - GROUP K1**

s/n	NAME SURNAME	SPECIALTY	PROPOSED POSITION

(Place – Date)  
 Stamp – Signature  
 of the Legal Representative of the Company or of the Common Representative



	<p align="center"><b>“TECHNICAL CONSULTANT SERVICES FOR ATTIKO METRO S.A. PROJECTS IN THESSALONIKI REGION”</b></p> <p align="center"><b>INVITATION TO TENDER</b></p>	<p align="center"><b>RFP-434/23</b></p> <p align="center"><b>A.Σ. 189830</b></p>
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**APPENDIX (D)**

**SAMPLE D.1**

**DETAILED CURRICULUM VITAE**

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

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


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

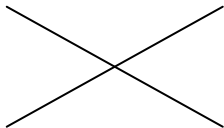
6. **Languages:** (Rate competence from 1 to 5, use 5 for “Excellent”):

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


(Add or remove rows as required)

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

	<p><b>“TECHNICAL CONSULTANT SERVICES FOR ATTIKO METRO S.A. PROJECTS IN THESSALONIKI REGION”</b></p> <p><b>INVITATION TO TENDER</b></p>	<p><b>RFP-434/23</b></p> <p><b>A.Σ. 189830</b></p>
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	BRIEF DESCRIPTION	DURATION OF PROFESSIONAL EXPERIENCE OF ENGINEER (in years)	DURATION OF PROFESSIONAL EXPERIENCE IN METRO PROJECTS / BIM (in years)
Project Project Owner  Company Position/ Responsibilities  Date (M/Y – M/Y)			
Project Project Owner  Company Position/ Responsibilities  Date (M/Y – M/Y)			
<b>OVERALL EXPERIENCE FOR ADHERENCE TO THE CRITERIA</b>			

**Place - Date  
Signature**

	<p><b>“TECHNICAL CONSULTANT SERVICES FOR ATTIKO METRO S.A. PROJECTS IN THESSALONIKI REGION”</b></p> <p><b>INVITATION TO TENDER</b></p>	<p><b>RFP-434/23</b></p> <p><b>A.Σ. 189830</b></p>
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**Notes:**

1. When summing up the overall experience (last line of the Table), any simultaneous employment in the same time period in two (or more) projects / positions shall be taken into account only once.
2. Especially as concerns the CV of the Coordinator, an additional column must be filled in integrating the additional experience required in managing / administrating / coordinating Metro Projects.

	<p align="center"><b>“TECHNICAL CONSULTANT SERVICES FOR ATTIKO METRO S.A. PROJECTS IN THESSALONIKI REGION”</b></p> <p align="center"><b>INVITATION TO TENDER</b></p>	<p align="center"><b>RFP-434/23</b></p> <p align="center"><b>A.Σ. 189830</b></p>
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## **SAMPLE D.2**

### **LIST OF SIMILAR SERVICES**

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

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

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

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

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

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

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

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

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

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

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

**Signature**

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