



**ATTIKO METPO A.E.**

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

**RFP-434/23, A.Σ. 189830**

**CLARIFICATIONS DOCUMENT**



**ATTIKO METRO A.E.**

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

**RFP - 434/23  
A.Σ.: 189830**

**CLARIFICATIONS DOCUMENT**

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**TABLE OF CONTENTS**

**CHAPTER A RESPONSES TO QUESTIONS**

**CHAPTER B CLARIFICATIONS TO THE TENDER DOCUMENTS**

**ATTACHMENT**

Revised Pre-estimated Fee Document in English

**CLARIFICATIONS DOCUMENT**

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This Clarifications Document is issued in line with the provisions of article 2 of the Invitation to Tender and includes responses to the questions submitted in due time and electronically at the website for the specific contract through the web portal [www.promitheus.gov.gr](http://www.promitheus.gov.gr) of ESIDIS.

The Clarifications Document also includes clarifications concerning the terms of the documents related to this procedure for the conclusion of the relevant contract.

The Clarifications Document complements the Contract conclusion Documents, it is integrated therein and constitutes an integral part of the Invitation to Tender.

**A. RESPONSES TO QUESTIONS****Question 1**

Article 12, paragraph 1, regarding the “Estimated Contract Value – Design Categories” stipulates as follows: “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.”. In addition, the Pre-estimated Fees Document foresees the unit price per man-month for each Position of Group K.1 and Group K.2. Kindly confirm whether the requirement for the operators not to exceed the overall amount - at the penalty of disqualification - is applicable to the individual unit prices for each position of the aforesaid Groups.

**Response 1**

The relevant reference of article 12, paragraph 12.1 of the Invitation to Tender is applicable to the unit price per man month utilized for the calculations of the pre-estimated fees of the pre-estimated fee document.

**Question 2**

Article 20, paragraph 2, Credit and financial competence, stipulates that every bidder must have minimum average annual turnover during the last three (3) financial years equal to ...EURO 25,000,000.00. Kindly confirm that the three-year period means the last three (3) financial years for which balance sheets have been published.

**Response 2**

Article 20, paragraph 2 stipulates that 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. It is confirmed that the last three (3) financial years for which balance sheets have been published will be taken into account.

**Question 3**

Kindly clarify which of the two amounts of the overall pre-estimated fee is the correct one between the Greek and English Pre-estimated Fee related Document, i.e. the amount of EURO 25,247,376.00 (VAT excluded) or the amount of EURO 27,255,690.00 (VAT excluded) respectively.

**CLARIFICATIONS DOCUMENT**

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**Response 3**

In accordance with article 8.1 of the Invitation to Tender, 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. It is confirmed that in this case too, valid is the amount included in the Greek version of the Invitation to Tender.

Moreover, the Revised Pre-estimated Fee Document in English is attached hereto.

**Question 4**

Kindly clarify which of the two group compositions described in the Greek and English Pre-estimated Fee related Document is the correct one. More precisely, the Greek Document makes reference to 11 persons in Group K.1 and 17 persons in Group K.2, while the English Document makes reference to 15 persons in Group K.1 and 11 persons in Group K.2.

**Response 4**

In accordance with article 8.1 of the Invitation to Tender, 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. It is confirmed that in this case too, valid is the text included in the Greek version of the Pre-estimated Fee Document.

Moreover, the Revised Pre-estimated Fee Document in English is attached hereto.

**Question 5**

As regards the submission of the European Single Procurement Document (ESPD), kindly clarify whether, in case of a foreign executive or a Company, it should be submitted in a language that the subject executive or the lawful representation of the Company is aware of, be digitally signed and accompanied by an official translation in the Greek language or it should be directly submitted into Greek and be digitally signed.

**Response 5**

In line with paragraph 8.2 of the Invitation, 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.

**Question 6**

Article 3 paragraph 3.1 of the Conditions of Contract stipulates that “The Contractor’s location of works are ATTIKO METRO S.A. offices in Athens and Thessaloniki as well as the worksites of the project in Thessaloniki and/or the temporary offices of ATTIKO METRO S.A. adjacent to the worksites for the execution of all kinds of works. Adequately equipped offices for the provision of the Consultant’s services shall be made available to the Contractor’s personnel by ATTIKO METRO S.A.”

**CLARIFICATIONS DOCUMENT**

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Kindly clarify what is meant by "adequately equipped offices". The Contractual Fee of the Contractor includes office equipment (personal computers, monitors, keyboard, photocopier, etc.), software (design programs, word processing, etc.), etc.

**Response 6**

ATTIKO METRO S.A. shall provide the space with installed offices, where the Contractor's personnel will be employed. No personal computers, monitors, keyboards and software will be included therein.

**Question 7**

Article 8.2 of the Invitation stipulates that "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". Given the ending date for the submission of the offer, will the economic operators not established in Greece have the option to submit translations within a reasonable time period after the submission of the offer?

**Response 7**

All information required must be included in the candidate's offer and be submitted within the prescribed deadline.

**Question 8**

Article 8.3 of the Invitation stipulates that "As regards public 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". Given the ending date for the submission of the offer, will the economic operators not established in Greece have the option to submit translations within a reasonable time period after the submission of the offer?

**Response 8**

See Response 7 herein.

**Question 9**

Article 11.2 of the Invitation to Tender stipulates that the Contractor's obligations are as follows in brief: "... Participation and support in issues pertaining to design, management and supervision of the works". The same stipulation is included in the document entitled "Technical Information about the Consultant Personnel and Services", in which however it is noted that: "It is stressed that the Consultant shall have an advisory role. He shall not have managerial duties". Kindly clarify whether the participation of the Consultant's personnel is to be purely supportive to the work of ATTIKO METRO S.A. or whether there is the intention to assign the Consultant's personnel to supervisory positions, in accordance with public works legislation.



**CLARIFICATIONS DOCUMENT**

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**Response 9**

The provisions of the relevant articles are clear and apply as they stand.

**Question 10**

With regard to the required experience – specialization of the Contractor’s personnel, stipulated in article 11.3 of the Invitation, kindly clarify as follows:

- I. Position 1.1: “(...) 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”. Does the term “major Civil Works projects” also refer to projects different than railway projects or Metro projects? Does the term "major" mean projects with a budget greater than a certain amount? Can these projects also be private projects?
- II. Position 1.7: “(...) 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”. Does the term "major" mean projects with a budget greater than a certain amount? Can these projects also be private projects?
- III. Position 1.8: “(...) in tunnel ventilation, station ventilation and air conditioning (...)”. Does the term "tunnel" mean the Metro tunnels, the railway tunnels and the road tunnels? Does the term “station” mean the railway stations and the Metro stations?
- IV. As regards all positions of Groups K.1 and K.2, for which there is no reference to a specific phase of the project, can the experience refer to a specific phase of the project, e.g. design or overview of the design or provision of consulting services, etc.?
- V. Article 3.2 of the document entitled Technical Information about the Consultant Personnel and Services” makes reference to consulting services relating to Reliability, Availability, Maintainability and Safety (RAMS) of the Electromechanical and Railway Systems; however in article 11.3 there is no provision about any personnel specialized in the specific scope. If it is required to mobilize personnel for this particular scope, is it possible to modify the list of participants in Group K2 or is it assumed that this scope will be covered by the members forming Groups K1 and K2?

**Response 10**

- I. The term “major Civil Works” also refers to private projects, which might be different than railway projects or Metro projects.  
In addition, the term “major Civil Works” means major infrastructure construction projects, which include multiple CW specialties, they also comprise E/M works and are characterized by technical and contractual complexity.
- II. The term “major Building Projects” means public and private projects and refer to building facilities of special use, such as hospitals, airports, industrial units, etc..
- III. The term “(...) in tunnel ventilation, station ventilation and air conditioning (...)” refers to respective designs of Metro projects, as well as to underground railway projects (not including tramway projects).
- IV. With regard to all positions of Groups K1 and K2, the experience foreseen is not required to refer to a specific phase of the project.
- V. It is assumed that this scope will be covered by the members forming Groups K1 and K2.



CLARIFICATIONS DOCUMENT

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**Question 11**

Kindly confirm that the presentation of the proposed personnel of group K2 during the tender phase is not obligatory.

**Response 11**

Confirmed.

**Question 12**

In article 20.3.3 it is stated that, as far as the bidding economic operators are concerned, they must have implemented (provided) services similar to the tendered ones, within a specified time period. In the Invitation to Tender document, it is stated that: ““Similar services” means comprehensive Technical Consulting services (...)”. Given that, during the time period 2012-2023 - mentioned in the Invitation to Tender - the similar services that have been completed are relatively limited and the relevant certificates are probably still pending despite the progress of these works, will similar –actually completed- works be taken into account during the evaluation?

**Response 12**

The requirements of article 20.3.3 of the Invitation to Tender remain as they stand.

**Question 13**

As regards the certificates certifying the provision of services as mentioned in article 23.4.3.3, based on our experience, their form may be different than the one proposed in Sample D.2, depending on the Employer. Kindly confirm that the certificates will be accepted during the evaluation of the offer, irrespective of their form, provided that they accompanied by Sample D.2, filled in by the bidder.

**Response 13**

It is clarified that, in order to prove the required experience mentioned in paragraph 20.3.3 of the Invitation, the bidders must also submit a list of services of similar nature according to Sample D.2, as well as certificates certifying the provision of services concerning the contracts included in the relevant list, which must not have a specific form, but must include the information mentioned in paragraph 23.4.3.3 of the Invitation and which, if required, will be accompanied by a relevant Legal Statement of the bidder.

**Question 14**

According to article 8.1.5 of the Conditions of Contract, it is foreseen that “[...] As regards the companies participating in the group of companies of the Contractor and the executives of these companies, forming part of the technical personnel of the Contractor, it is noted that the irreconcilable principle applies as to the assignment of works or the participation in works, which are directly or indirectly related with the scope of the provision of services stipulated in this Contract. With regard to the above, the clarifications presented below apply: [...] c. There is no conflict of interests and, thus, irreconcilable as regards the participation of a legal entity in the Consultant’s group to arise from this Tender and, in parallel, as

**CLARIFICATIONS DOCUMENT**

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regards the participation of same legal entity in the Consultant's group to arise from other Tenders of ATTIKO METRO S.A.. It is clarified that in no case whatsoever can the same personnel participate in different contracts of Consultants (neither in the submission of offers, nor during the execution of the contract).”

Kindly confirm that, as per the above, different contracts of Consultants are considered to be the contracts of Consultants for ATTIKO METRO S.A. projects different than the Thessaloniki Metro projects; moreover, kindly confirm that the principle of irreconcilable does not apply to personnel engaged in a Consultant's contract for the Thessaloniki Metro project (during the submission of offers) and that this personnel can participate in this tender, provided that prior to the commencement of execution of the new contract, the previous contract of the Consultant has been completed/expired.

**Response 14**

It is clarified that it is not allowed for the same executive to be engaged simultaneously in more than one contract of ATTIKO METRO S.A., regardless of whether these contracts relate to metro projects in Athens or Thessaloniki. Since different contracts for technical consultancy services with the same scope in ATTIKO METRO S.A. can in no case be “active”, i.e. the previous consultancy contract in the Prefecture of Thessaloniki will have been completed/terminated before the start of the execution of the present contract, it is allowed to propose, when submitting an offer in this tender, the same members of personnel as those already engaged in the contract to be terminated.

**Question 15**

As regards the experience-specialization requirements concerning position K1.5 “Costing Engineer” described in Article 11.3 of the Invitation: “Civil Engineer or Mechanical Engineer or Electrical Engineer possessing an experience of 15 years in the costing of major public works” and in combination with the description of the scope made in the document entitled “Technical Information about the Consultant Personnel and Services”, Article 4.2, we understand the following:

- “Costing” means the estimate (determination of the cost) for projects under design, as well as the monitoring and control of the cost of the projects under execution through cost review activities through different methodologies and techniques, aiming at supporting ATTIKO METRO S.A. on issues such as contractual compliance of Contractors, requests of Contractors, Recapitulative Table of Works, new prices etc.

Kindly confirm.

**Response 15**

Confirmed.

**Question 16**

As regards the experience-specialization related requirements concerning position K1.8 “Engineer-Ventilation” described in Article 11.3 of the Invitation: “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)” and since, based on the Greek Legislation, Electrical and Mechanical Engineers have the same labor rights, we request the extension of the experience-specialization for position K1.8 Engineer-Ventilation to





CLARIFICATIONS DOCUMENT

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“**Electrical or** 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).”.

**Response 16**

The requirement of article 11.3 of the Invitation for position K1.8 (Engineer – Ventilation) remains as is.

**Question 17**

As regards the experience-specialization requirements concerning position K1.3 (Electrical Engineer – Installation, Testing and Commissioning) described in Article 11.3 of the Invitation: “Electrical Engineer possessing 15 years of experience in E/M works, out of which 5 years in Metro projects or in underground railway projects.” and since, based on the Greek Legislation, Electrical and Mechanical Engineers have the same labor rights, we hereby request the extension of the experience-specialization for position K1.3 Engineer - Installation, Testing and Commissioning to “Electrical **or Mechanical** Engineer possessing 15 years of experience in E/M works, out of which 5 years in Metro projects or in underground railway projects”.

**Response 17**

The requirement of article 11.3 of the Invitation for position K1.3 (Electrical Engineer – Installation, Testing and Commissioning) remains as is.

**Question 18**

As regards the experience-specialization requirements for position K1.6 (Trackwork Engineer) described in Article 11.3 of the Invitation to Tender: “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”, kindly confirm that the subject requirement can be also covered by an executive-Engineer (of Technical Education) graduate of a Technological Educational Institute for Structural Infrastructure Works (currently Civil Engineers of Technical Education), possessing the requested labor experience/specialization.

**Response 18**

The requirement of article 11.3 of the Invitation for position K1.6 (Trackwork Engineer) remains as is.

**Question 19**

Kindly confirm that, in case a member of group K1 does not constitute an executive member of the bidder, then he is considered as provider of borrowed experience and must submit a European Single Procurement Document (ESPD).

**Response 19**

Confirmed.



**CLARIFICATIONS DOCUMENT**

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**Question 20**

Kindly clarify the following stipulations in the Document entitled “Technical Information about the Consultant Personnel and Services”:

Article 3.1 stipulates that the general obligations of the Consultant are as follows: “To train ATTIKO METRO S.A. personnel in the implementation of the simulation plans for the proper operation of E/M systems in case of allocation of the right of use”. Kindly confirm that this concerns plans used for the calculation of the systems during their design phase.

**Response 20**

Confirmed.

**Question 21**

Kindly clarify the following stipulations in the document entitled "Technical Information about the Consultant Personnel and Services”:

Article 3.2.A stipulates that the Technical Scope of the Consultant (Engineering Works concerning Civil Works) includes the following: “Assistance in the management and insurance against general risks in the framework of the projects (...)”. Kindly clarify which is the specific scope for the provision of services of the Technical Consultant.

**Response 21**

The specific scope for the provision of services included in article 3.2.A refers to the risk assessment and management due to the construction of Civil Works.

**Question 22**

Kindly clarify the following provisions stated in the document “Technical Information about the Consultant Personnel and Services”:

In Article 3.2.A it is stated that the Consultant’s Technical Scope of Works (Civil Works Design) includes: “Submission of technical reports on issues related to the Metro projects concerning, as an example without however being limited to it, environmental issues (...)”. Given that in an environmental engineer is not included in groups K1 and K2, kindly confirm that if an additional position is needed, it will be possible to add it, further to the relevant proposal and agreement by re-arranging the man-months from another existing position or through the use of contingencies.

**Response 22**

Kindly see Clarification B.1.1, Chapter B herein.

**Question 23**

Kindly clarify the following provisions stated in the document “Technical Information about the Consultant Personnel and Services”:

In Article 3.2E it is stated that the Consultant’s Technical Scope of Works includes: “Organization and management of the Trial Operation (...)”, including activities, such as: “Preparation of the testing procedures of the system’s trial operation (...)”, “Preparation of

**CLARIFICATIONS DOCUMENT**

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procedures related to the system behavior testing (...), as well as “Organization and management of the SPT tests (...)”, including activities, such as “Preparation of testing procedures”, “Preparation of the time schedule for the performance testing”, “Compilation of the respective performance test protocol”. These activities in projects which have not been accepted are executed by the Contractors of the projects. The Awarding Authority that the Technical Consultant will support, checks and approves the relevant documents submitted by the Contactor either these concern procedures or results of trial run tests. Kindly verify that the scope of the Technical Consultant concerns the support of ATTIKO METRO S.A. in the review of the procedures and the results of the trial run.

**Response 23**

The scope of the Technical Consultant mainly concerns the provision of supporting services to ATTIKO METRO S.A. in the review of the procedures and the results of the trial run. However, applicable are all the requirements of article 3.2E of the document “Technical Information about the Consultant Personnel and Services”, which remain as they are.

**Question 24**

Kindly clarify following provisions stated in the document “Technical Information about the Consultant Personnel and Services”:

In Article 4.1, with regard to the position K2.14, it is stated that the required experience is a 15-year experience, out of which 10 years in the organization and commissioning of Metro lines/networks. Given that the number of the Metro projects commissioned in Greece but also abroad is very specific, a fact which means that the number of the executives meeting the specific criterion is limited, is it possible to modify this criterion, so as to also take into consideration any experience is railway and/or tramway projects?

**Response 24**

With regard to position K2.14, except from the experience in the organization and commissioning of Metro lines/networks, acceptable is also the experience in the organization and commissioning of lines/networks of underground railway projects, not including tramway projects.

**Question 25**

With regard to the provisions of the document “Conditions of Contract”, kindly take into consideration the following question:

In Article 4.2.4 it is stated that: “No revision of prices shall be foreseen for the Contractor’s fee and for the sixty (60)-month validity period of the contract”. Taking into consideration the rise of the inflation on a worldwide basis in the current financial period in relation to the duration of this contract (sixty months), you are kindly requested to re-examine the issue related to the revision of prices or an alternative compensation manner of the Consultant.

**Response 25**

Article 4.2.4 of the Conditions of Contract remains as is.



CLARIFICATIONS DOCUMENT

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**Question 26**

With regard to the provisions of the document “Conditions of Contract”, kindly take into consideration the following question:

Kindly confirm that: a) the term “applicable provisions” stated in Article 4.4 concerns the legislation in force at the time of the publication of the Invitation to Tender b) in case of amendments to the legislation after the publication of the Invitation to Tender and up to the acceptance of the contract, any increase in the deductions to be borne by the Consultant shall be covered by the contingencies foreseen in Article 4.1.

**Response 26**

- a) In line with article 4.4 of the Conditions of Contract, “*The retention in favor of third parties, as well as any other surcharge, in accordance with the subject legislation, VAT not included, shall be borne by the Contractor*”. Taking into account that new laws that arise and concern deductions (retention) always have the date of their entry into force and include any transitional provisions, the term subject legislation means the legislation as it is in force at any time and ATTIKO METRO S.A. is obliged to implement it.
- b) According to article 186 of Law 4412/16, the availability of contingencies does not cover amendments to the legislation related to any retention and ATTIKO METRO S.A. is under the obligation to adhere to the legislation in force, as applicable each time, in line with article 4.4 of the Conditions of Contract.

**Question 27**

With regard to the provisions of the document “Conditions of Contract”, kindly take into consideration the following question:

Kindly clarify whether pandemic incidences, such as the case of covid – 19, fall within the provisions of Article 11.

**Response 27**

Pandemic incidences are addressed on a per case basis, in line with the applicable directions and the emergency legal provisions.

**Question 28**

With regard to the management of the contract, kindly clarify the foreseen procedure. Will a work instruction be issued for each position, approving the mobilization of the member of the team of the Technical Consultant, bearing a commencement date and a duration of the work instruction or will a work instruction be issued per activity with a specific work scope, program, entailing a relevant mobilization of a member/members of the team of the Technical Consultant?

**Response 28**

It is clarified that each specific work required to be executed by a member of the Technical Consultant shall be covered by a corresponding work instruction given to the specific member of the Technical Consultant Group, which (instruction) shall bear the commencement date and shall be in accordance with the foreseen, by the on-going project/procurement contracts related to the Thessaloniki Projects, procedures and the



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METRO S.A. PROJECTS IN THESSALONIKI REGION”**

**RFP - 434/23  
A.Σ.: 189830**

**CLARIFICATIONS DOCUMENT**

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response times for incoming correspondence.. Moreover, in case these concern new designs or other works, a work instruction shall be issued respectively.



**B. CLARIFICATIONS TO THE TENDER DOCUMENTS**

**B.1 TECHNICAL INFORMATION ABOUT THE CONSULTANT PERSONNEL AND SERVICES**

**B.1.1 ARTICLE 3.2**

**3.2 Technical Scope of the Consultant**

**A. Civil Work Designs**

.....

- Submission of technical reports on issues related to the Metro projects concerning, as an example without however being limited to it, ~~environmental issues~~, issues related to the mechanical boring of tunnels using TBM machines etc., in line with the requirements of the Service.