



ΕΛΛΗΝΙΚΟ ΜΕΤΡΟ Α.Ε.

TITLE:

“DESIGN, PROCUREMENT, INSTALLATION AND COMMISSIONING OF THE AUTOMATIC FARE COLLECTION SYSTEM FOR THE EXTENSION OF THESSALONIKI METRO TO KALAMARIA”

RFP-456/24, Α.Σ.: 185212

INVITATION TO TENDER



INVITATION TO TENDER

Table of Contents

TABLE OF CONTENTS	2
1. AWARDING AGENCY AND CONTRACT SCOPE	5
1.1 AWARDING AGENCY DETAILS	5
1.2 PROCEDURE DETAILS - FUNDING.....	6
1.3 SCOPE OF THE CONTRACT – CPV CODE OF THE CONTRACT – ESTIMATED VALUE OF THE CONTRACT – ADVANCE PAYMENT - CONTRACT DELIVERY DEADLINE	6
1.4 LEGAL FRAMEWORK.....	8
1.5 DEADLINES FOR THE SUBMISSION OF THE OFFERS AND ELECTRONIC UNSEALING	8
1.6 PUBLICITY	8
1.7 PRINCIPLES APPLICABLE TO THE CONTRACT CONCLUSION PROCEDURE.....	8
2. GENERAL AND SPECIAL TERMS OF PARTICIPATION	10
2.1 GENERAL INFORMATION	10
2.1.1 Documents of this procedure for the conclusion of a Contract.....	10
2.1.2 Communication – Access to the Documents pertaining to this contract conclusion procedure...	10
2.1.3 On-site Visits - Provision of clarifications.....	10
2.1.4 Language to be used in the Tender procedure.....	11
2.1.5 Guarantees – General Terms.....	12
2.1.6 Information on the processing of personal data.....	13
2.2 ELIGIBLE TO PARTICIPATE – QUALITATIVE SELECTION CRITERIA	14
2.2.1 Eligible to participate.....	14
2.2.2.A Participation Letter of Guarantee.....	14
2.2.2.B Good Performance Letter of Guarantee.....	15
2.2.2.C Advance Payment Letter of Guarantee.....	16
2.2.2.D Good Operation Letter of Guarantee.....	16
2.2.3 Reasons For Disqualification of the Economic Operator.....	16
2.2.4 Competence for exercising Professional Activities.....	21
2.2.5 Financial and Credit competence.....	22
2.2.6 Technical and Professional Competence.....	22
2.2.7 Quality Assurance and Environmental Management Standards.....	22
2.2.8 Relying on Third Party Competence – Subcontracting Work.....	22
2.2.9 Rules for the Proof of Qualitative Selection.....	24
2.2.9.1 Preliminary Proof when Submitting Offers.....	24
2.2.9.2 Means of Evidence.....	26
2.3 AWARDING CRITERION.....	33
2.4 COMPILATION – CONTENT OF OFFERS.....	34
2.4.1 General Terms for the Submission of Offers.....	34
2.4.2 Submission Time and Manner of Offers.....	34
2.4.3 Content of Folder "Back up Documentation for Participation – Technical Offer".....	37
2.4.3.1 Back up Documentation for Participation.....	37
2.4.3.2 Technical Offer.....	38
2.4.4 Content of Folder "Financial Offer".....	39
2.4.5 Validity Period of the Offers.....	40
2.4.6 Reasons for Offers Rejection.....	40
3. CONDUCT OF THE PROCEDURE – EVALUATION OF OFFERS	42
3.1 UNSEALING AND EVALUATION OF OFFERS	42



**“Design, Procurement, Installation and Commissioning
of the Automatic Fare Collection System for the
Extension of Thessaloniki Metro to Kalamaria”**

**RFP-456/24
Α.Σ: 185212**

INVITATION TO TENDER

3.2 INVITATION TO SUBMIT SUPPORTING DOCUMENTATION FOR THE PROVISIONAL CONTRACTOR – QUALITATIVE SELECTION MEANS OF EVIDENCE	44
3.3 PROCEDURE FOR THE AWARD – SIGNING OF THE CONTRACT	46
3.4 PRELIMINARY APPEALS/ PROVISIONAL AND FINAL COURT PROTECTION	48
3.5 ANNULMENT OF THE PROCEDURE.....	51
ANNEXES	53



**“Design, Procurement, Installation and Commissioning
of the Automatic Fare Collection System for the
Extension of Thessaloniki Metro to Kalamaria”**

**RFP-456/24
Α.Σ: 185212**

INVITATION TO TENDER



INVITATION TO TENDER

1. AWARDING AGENCY AND CONTRACT SCOPE

1.1 Awarding Agency Details

Name	ELLINIKO METRO SINGLE-MEMBER S.A. COMPANY, trading as “ELLINIKO METRO S.A.”
Tax Payer’s Number	094325955, FAE ATHINON
Digital Pricing Code	1039.E00526.0001
Postal address	191-193 Messogion Avenue
City	Athens
Postal Code	11525
Country	Greece
Awarding Agency Geographical area (Nuts)	EL 30
Contract execution geographical area	EL 522
Telephone No	210 6792473
Fax No	210 6726126
Email	ksaiti@ametro.gr
Contact person for information	Aikaterini Saiti
Web address (URL)	www.ametro.gr

Type of Awarding Agency

ELLINIKO METRO SINGLE-MEMBER S.A. COMPANY, trading as “ELLINIKO METRO S.A.”, was established via Article First of Law 1955/91 (A 112) (FEK 112/18.07.91, vol. A’).

Main activity of ELLINIKO METRO S.A.

The purpose of ELLINIKO METRO S.A., which is determined via Article 2 of Law 1955/91, as this is amended through article 35 of L. 3202/03, articles 121 and 145 of Law 4070/12 and article 62 of Law 5079/23 is, inter alia, the design, construction, organization, management, operation, maintenance, running and development of the Urban Railway Network of Attica and Central Macedonia Regions and, in general, of the Electric Railways of Attica and Central Macedonia Regions with the exception of OSE Railway Network (electrification or non-electrification network), as well as the partnership and cooperation with other transit organizations and entities of Attica and Central Macedonia Regions and of the TRAMWAY network in the whole Greece.

ELLINIKO METRO S.A. announces an international electronic tender based on the open procedure over the limits stipulated in Law 4412/16, through the Greek System of Electronic Public Procurement (ESIDIS), for the selection of a Contractor for the Design, Procurement, Installation and Commissioning of the Automatic Fare Collection System for the Extension of Thessaloniki Metro to Kalamaria. To this end, ELLINIKO METRO S.A. hereby invites all interested economic operators (physical or legal entities, either individuals or associations) to file their offers, in line with



INVITATION TO TENDER

the provisions set out in the documents and documentation of this contract conclusion procedure for the appointment of the Contractor

The Contract will be concluded between ELLINIKO METRO S.A. and the economic operator to be appointed as the Contractor by virtue of the present procedure.

The Awarding Agency and the Owner of the Contract to be compiled is ELLINIKO METRO S.A.

Contact Details:

- a) Contract documents are electronically accessible and available for free, full, direct and free of charge downloading via the web portal (www.promitheus.gov.gr) of OPS ESIDIS (National System of Electronic Public Procurement);
- b) Any communication and exchange of information shall be effected through ESIDIS Procurements and Services (hereinafter ESIDIS), accessible via the web portal (www.promitheus.gov.gr) of OPS ESIDIS.

1.2 Procedure Details - Funding

Type of the procedure

The procedure for contract conclusion shall be conducted electronically through the National System of Electronic Public Procurement (ESIDIS), Procurement and Services of ESIDIS Integrated Information System (ESIDIS OPS), (web portal www.promitheus.gov.gr), **based on the open procedure**, in line with article 264 of L. 4412/16.

Contract Financing

The contract shall be financed in the framework of action “Extension of the Thessaloniki Metro to Kalamaria – Main Works and Procurement of trains (Phase B)”, Integrated Information System (IS) number 5002742 and Public Investment Program number 2016ΣΕ27110021, as integrated in the Operational Program "Infrastructure, Transport, Environment and Sustainable Development" 2014 – 2020.

1.3 Scope of the Contract – CPV Code of the Contract – Estimated value of the Contract – Advance Payment - Contract Delivery Deadline

Scope of the contract

The title of the contract to be concluded is: **“Design, Procurement, Installation and Commissioning of the Automatic Fare Collection System for the Extension of Thessaloniki Metro to Kalamaria”**.

This title shall be indicated on all envelopes and sub-envelopes (folders and sub-folders) of the offers and, in general, on all documents to be submitted (filed) in the framework of this procedure, accompanied by the Reference Code RFP-456/24.

The scope of the Contract includes the design, procurement, installation and commissioning of the automatic fare collection system for the extension of Thessaloniki Metro to Kalamaria.

In addition, the scope of the Contract includes the good operation three-year warrantee, the procurement of the spare parts, special tools and testing equipment, the training of the personnel, the preparation and delivery of the Documentation, the delivery of the Maintenance and Operation Manuals and of the “as-built” drawings for the total of the contractual scope in line with the stipulations set in the Contractual Documents.

The scope of the Contractor’s works is described in detail in the document “Technical Description and Specifications”.



INVITATION TO TENDER

Common Procurement Vocabulary (CPV) Code of the Contract

The CPV Code of the Contract is:

30144200-2 “Ticket Issuing Machines”

Estimated value of the Contract

The overall estimated value of the contract amounts to **eight million nine thousand and six hundred Euro (8,009,600.00€)**, VAT not included, and concerns the execution of the overall scope of the contract.

Throughout the contract validity period, prices re-adjustment shall be provided for, in accordance with article 10.2.4 of the Conditions of Contract. The amount to be subject to price re-adjustment is estimated to reach **four hundred twenty six thousand euro (426,000.00€)**, VAT excluded.

The total estimated value of the contract, VAT not included, is broken down as follows:

Estimated value of the contract, which concerns the execution of the overall scope of the contract, including neither the foreseen price re-adjustment amount nor VAT.	(7,583,600.00 €)
Foreseen Amount to be subject to Price Re-adjustment	(426,000.00 €)
Overall estimated value of the contract, including the Price Re-adjustment amount and not including VAT	(8,009,600.00 €)

The estimated value of the contract is binding and the economic operators are not allowed to exceed same.

It is clarified that the VAT shall be borne by the Project Owner.

The items forming the **Contractor’s fee** the deductions and the other financial levies, the payment method and the remaining relevant data and terms are set forth in article 10.2 of the Conditions of Contract.

Advance Payment

An interest-bearing Advance Payment equal to thirty per cent (30%) on the Contract value (contractual lump sum price), the foreseen amount for price readjustment and VAT excluded, shall be provided to the Contractor. The said advance payment shall be granted and amortized as foreseen in article 10.1 of the Conditions of Contract.

Contract Delivery Date

The contractual time for the full completion and delivery of the scope of the Procurement is set to **three hundred eighty (380) calendar days** as of the date of the contract signing.

More detailed data concerning the time schedule and the obligations of the Contractor on the subject time schedule are included in articles 8 and 9 of the Conditions of Contract.



INVITATION TO TENDER

1.4 Legal framework

The awarding and execution of the contract shall be governed by the applicable legislation and the regulatory acts, adopted on its delegation, as in force, and especially:

- a) Law 4412/16, as amended and in force
- b) Directive 2014/25/EC
- c) The terms of the contract
- d) The Greek Civil Code.

1.5 Deadlines for the submission of the offers and electronic unsealing

The ending date for the submission of the offers shall be April 19th 2024 at 11:00h.

Overdue submission of the offers, in line with the above, shall entail the disqualification of the economic operator, even in case the delay is attributed to force majeure.

The **electronic unsealing** of the (Sub)folder entitled “Participation Back-up Documentation – Technical Offer” and the (Sub)folder entitled “Financial Offer” shall be effected on **24/04/24 at 11:00h.**

1.6 Publicity

A. Publication to the Publications Office of the European Union

The Contract Notice for the subject Contract was transmitted via electronic means for publication to the Publications Office of the European Union on **14/03/24**.

B. Publication in Greece

The Contract Notice, as described in the previous paragraph, and this Invitation to Tender shall be registered in the Central Electronic Public Procurement Registry (KIMDIS).

The Contract Notice shall be posted on the web page of DIAVGEIA PROGRAMME (<http://et.diavgeia.gov.gr>).

Moreover, all the documents of the Tender shall be registered in the relevant electronic procedure concerning the conclusion of a public contract in ESIDIS, under the Systemic Number: **185212**, and shall be posted on the web portal of ESIDIS Integrated Information System (www.promitheus.gov.gr).

The Invitation to Tender and all Tender documents shall be registered in the website of ELLINIKO METRO S.A. and more specifically in: www.ametro.gr →Tenders.

1.7 Principles Applicable to the Contract conclusion procedure

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 XIV, Appendix B, 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.



**“Design, Procurement, Installation and Commissioning
of the Automatic Fare Collection System for the
Extension of Thessaloniki Metro to Kalamaria”**

**RFP-456/24
Α.Σ: 185212**

INVITATION TO TENDER

- 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.



INVITATION TO TENDER

2. GENERAL AND SPECIAL TERMS OF PARTICIPATION

2.1 General information

2.1.1 Documents of this procedure for the conclusion of a Contract

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

- a. the Contract Notice, as published in the Official Journal of the European Union
- b. the present Invitation to Tender, along with its annexes, and the Clarifications Document, that may be issued,
- c. the European Single Procurement Document [ESPD],
- d. The Financial Offer Form,
- e. The Conditions of Contract, along with its appendices,
- f. The Technical Description and Specifications,
- g. The Information data.

2.1.2 Communication – Access to the Documents pertaining to this contract conclusion procedure

The documents of article 2.1.1 herein shall be posted on the web portal of ESIDIS (www.promitheus.gov.gr) and at the web page of ELLINIKO METRO S.A. (www.emetro.gr).

All types of communication in relation to the basic elements of the contract conclusion procedure, as well as any exchange of information, especially the electronic submission/filing, shall be conducted through the platform of the Greek System of Electronic Public Procurement (ESIDIS) accessible through the web portal of ESIDIS www.promitheus.gov.gr.

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

2.1.3 On-site Visits - Provision of clarifications

Bidding economic operators shall be given the option to visit the stations, the Depot, the Control Center and the project, in general, further to a written request that they shall file electronically in the web site for this specific tender through ESIDIS web portal www.promitheus.gov.gr by **26/03/24 at 11:00h**.

On-site visits shall be conducted under the supervision of ELLINIKO METRO S.A. and/or its Consultants.

On-site visits shall be conducted on the basis of the principles of equal treatment, non-discrimination and transparency. To this end, the rules and procedures of the on-visits shall be communicated to the Interested parties in a timely manner.

ELLINIKO METRO S.A.'s representatives shall not respond to questions during the on-site visits. Any questions raised by the economic operators/interested parties shall be filed as described below.

Economic operators are given the option, prior to the submission of their offer, **to file questions** to ESIDIS web portal and request clarifications related to the Contract Documents electronically in the



INVITATION TO TENDER

web site for this specific tender through ESIDIS web portal www.promitheus.gov.gr, by **01/04/24 at 11:00h**.

The electronic file containing the questions related text shall necessarily be digitally signed.

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

Requests for clarifications that are either submitted in any other way or whose electronic file is not electronically signed shall not be examined.

ELLINIKO METRO S.A. shall collect all questions to be submitted/filed through the website and will issue a **Clarifications Document** which shall be posted in ESIDIS web portal by **12/04/24 at 11:00h**, at the latest, and in ELLINIKO METRO S.A. web page (www.ametro.gr → Tenders).

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

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

ELLINIKO METRO S.A. will extend the deadline for the submission of the Offers, so that all economic operators may take cognisance of all necessary information for the compilation of the offers in the following cases:

- a) if, for any reason whatsoever, additional information, even though requested on time, have not been provided by the economic operators, at the latest six (6) days prior to the offers' receiving date,
- b) if the Contract Documents undergo significant changes.

The duration of the extension shall depend on the significance of the information or changes.

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

Further to an especially justified resolution, ELLINIKO METRO S.A. may extend the deadline for the submission of the offers, in any case adhering to the principles of equal treatment and transparency.

Any amendment to the terms of the tendering procedure (e.g. change/ shifting of the offer submission ending date, and significant changes in the contract documents, in line with the previous paragraph) shall be published in the Official Journal of the European Union (using the standard form “Corrigendum”) and at KIMDIS.

2.1.4 Language to be used in the Tender procedure

The contract documents have been drafted in both Greek and English. In case of discrepancy between sections of the contract documents drafted in other languages, the Greek language will prevail.



INVITATION TO TENDER

Any preliminary appeals shall be filed in the Greek language.

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

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

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

Any type of communication with ELLINIKO METRO S.A., as well as between ELLINIKO METRO S.A. and the Contractor shall be necessarily in the Greek language. The Contractor shall be under the obligation to facilitate the communication of his foreign employees with ELLINIKO METRO S.A. by appointing and by ensuring the presence of interpreters.

2.1.5 Guarantees – General Terms

The letters of guarantee provided for in paragraphs 2.2.2.A, 2.2.2.B, 2.2.2.C and 2.2.2.D shall be issued by credit Institutions or funding institutions or insurance companies, in the sense of cases b' and c' paragraph 1 article 14 Law 4364/2016 (A'13), lawfully operating in the member-states of the EU or the EFA or in the member-states that have ratified the Public Procurement Agreement, and are entitled to do so, in line with the applicable provisions. The letters of guarantee can also be issued by T.M.E.D.E. or be provided by depositing a trust of an equal amount or bonds of equal value to the Trusts and Loans Fund. If a trust is created by depositing a securities deposit note at the Trust and Loans Fund, the coupons or dividends expiring during the validity period of the letter of guarantee shall be returned upon their expiry to the beneficiary economic operator in favour of which the letter of guarantee has been issued.

The letters of guarantee shall be issued in favour of ELLINIKO METRO S.A. by one or more issuing entities – among those indicated in the above paragraph - irrespective of their amount, at the choice of the economic operator and, exclusively, at the economic operator's expense.

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

Samples of the required letters of guarantee in Greek and English are enclosed herewith in Annex A.

The Letters of Guarantee shall be express, irrevocable, unconditional and payable on the first demand of ELLINIKO METRO S.A., as self-debtors and primary debtors, with waiver of the benefit for 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 Courts of Athens per the Greek Law.



INVITATION TO TENDER

2.1.6 Information on the processing of personal data

ELLINIKO METRO S.A., in its capacity as Controller, notifies the physical entity signing the offer as the Bidder or the Legal Representative of the Bidder, that ATTIKO METRO S.A. and/or third parties, by order and on behalf of it, shall process the following data as follows:

- I. The scope of processing is personal data included in the envelopes of the offer and the proof of evidence, which are submitted to ELLINIKO METRO S.A. in the framework of this Tender by the physical entity being the bidder or the legal representative of the bidder.
- II. The aim of processing is the evaluation of the offer envelope, the Contract award, the protection of ELLINIKO METRO S.A. interests, the fulfilment of ELLINIKO METRO S.A. obligations, and, in general, the security and protection of transactions. Information on personal data and communication shall be used by ELLINIKO METRO S.A. to notify the bidders about the evaluation of the Offers.
- III. The recipients, to whom data stipulated above are copied, are as follows:
 - (a) Entities to whom ELLINIKO METRO S.A. awards the execution of specific activities on its behalf, i.e. Consultants, executives, members of the Tender Committee, operators of the electronic tender and, in general, other assignees of ELLINIKO METRO S.A., on condition that confidentiality is ensured in all cases.
 - (b) The State, other public entities or judicial authorities, or other entities, or bodies of jurisdiction, in the framework of their duties.
 - (c) Other Interested Parties, in the framework of the principle of transparency and of provisions on the right to legal protection of the participants in the Tender.
- IV. The data shall be kept for a time period equal to the duration related to the execution of the Contract and after its expiry for a time period of five (5) years, for future tax/financial audits or audits to funding authorities or other audits/controls provided for by the applicable legislation, unless the legislation foresees a different period during which the subject data will be kept. In case of *lis pendens* as regards the Contract, data shall be kept until the end of the *lis pendens*. Upon expiry of the aforementioned periods, personal data shall be destroyed.
- V. The physical entity, who is either the Interested Party or the legal representative of the Interested Party, can exercise every legal right of his as regards personal data concerning him, and more specifically, the access right, the right of rectification or completion, the right to erasure, the right to restriction of processing, the right to portability and the right to object to processing by submitting a request addressing himself to ELLINIKO METRO S.A.'s person in charge responsible for personal data protection. These rights do not apply if the conditions set out in the General Data Protection Regulation are met. They also have the right to appeal to the competent supervisory authority (for Greece, the Data Protection Authority [www.Dpa.gr]).
- VI. ELLINIKO 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

2.2 Eligible to participate – Qualitative Selection Criteria

2.2.1 Eligible to participate

Eligible to participate in this contract conclusion procedure shall be economic operators, physical or legal entities, either individually or associations thereof, which are active in a field similar to the scopes of the contract and 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 which have signed and ratified the Public Procurement Agreement, to the extent that the public contract under award is covered by Annexes 1, 2, 4, 5, 6 and 7 and the general notes of Appendix I of the aforesaid Agreement related to the European Union, as well as
- d) in third countries that do not fall under the above item c and have concluded bilateral or multilateral agreements with the European Union.

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.**

Associations of Economic Operators, including also the provisional Joint Ventures, shall not be obliged to be vested with a specific legal form, in line with para. 2, article 254 of law 4412/2016.

ELLINIKO METRO S.A. requires associations of economic operators to be vested with a specific legal form, should the contract be awarded to them.

If an offer is submitted by an economic operators' association, all its members shall be jointly and severally responsible before ELLINIKO 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 and this should be proven via the legalizing documents about its establishment.

2.2.2.A Participation Letter of Guarantee

2.2.2.A.1 For ensuring their lawful participation in the procedure related to the conclusion of this contract, the economic operators (bidders) participating in the tender shall submit together with their offer and in line with the terms of paragraph 1, article 302, Law 4412/2016 a Participation Letter of Guarantee against the amount of **one hundred sixty thousand one hundred and ninety two Euro (160,192.00 €)**. The amount of the Letter of Guarantee corresponds to **two per cent (2%)** of the overall estimated value of the contract, the foreseen price re-adjustment amount included, VAT excluded, without taking into account the right to option and the right to extend the Contract, by rounding up the second decimal.

The Participation Letter of Guarantee shall be prepared in accordance with Sample A.1 of the Annex A herein. In case the Participation Letter of Guarantee cannot be issued in Greek because the issuing Credit Institution does not operate in Greece, the subject Letter of Guarantee shall be issued in English, in line with Sample A.2, Annex A herein, and shall be accompanied by an official translation in Greek.

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, compliant with Sample A.1 Annex A herein, 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 this procedure.



INVITATION TO TENDER

In case of economic operators association, the letter of guarantee for participation shall include the term that the guarantee covers the obligations of all economic operators participating in the association. In this case, more than one Participation 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.

The letter of guarantee for participation must be valid for at least thirty (30) days upon the expiry of the offer's validity period stipulated in article 2.4.5 herein; otherwise the offer shall be rejected. Prior to the offer's expiry date, ELLINIKO METRO S.A. may request the bidders to extend the duration of the validity of both their offer and their participation Letter of Guarantee, before they expire.

The original copies of the letters of guarantee for participation, with the exception of the letters of guarantee issued electronically, shall be submitted in a sealed envelope 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 1.5 of this document; otherwise, the offer shall be rejected as unacceptable, further to the Tender Committee's opinion.

2.2.2.A.2 The letter of guarantee for participation shall be returned to the contractor upon the submission of the good performance letter of guarantee.

The letter of guarantee for participation shall be returned to the remaining bidders, as specifically determined in paragraph 3, article 302, Law 4412/2016.

2.2.2.A.3 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 stipulated in paragraphs 2.2.3 up to 2.2.8 (Reasons For Disqualification and Selection Criteria),
- c) fails to make available in due time the back-up documentation foreseen by this document (paragraphs 2.2.9 Rules for Proving the Qualitative Selection) and (paragraph 3.2 Backup Documentation of the Provisional Contractor),
- d) does not show up in due time to sign the contract,
- e) submits an unsuitable offer in the sense of case 46, para. 1, article 2, Law 4412/16,
- f) does not respond to ELLINIKO METRO S.A.'s relevant request to explain whether the price or the cost of his offer within the deadline set and his offer is rejected,
- g) in the cases of paragraphs 3, 4, and 5 of article 103 Law 4412/2016 about inviting the provisional contractor to submit the back-up documentation, according to paragraphs 3.2 and 3.4 herein, if, during the pertinent review of the aforesaid back-up documentation, it is ascertained that the information declared in the ESPD is intentionally deceptive or that false proof of evidence has been submitted or if the above back up documentation, submitted lawfully and in due time, do not prove that the disqualification grounds do not apply, as stated in paragraph 2.2.3, or that one or more requirements for fulfilling the qualitative selection criteria are met.

2.2.2.B Good Performance Letter of Guarantee

ELLINIKO METRO S.A. shall request from the Contractor of the contract to deposit a good performance letter of guarantee **equal to four per cent (4%) on the overall estimated value** of the contract, the foreseen price re-adjustment amount included, VAT excluded, in accordance with article 302 of Law 4412/16 and the provisions of article 10.3 of the Conditions of Contract.



INVITATION TO TENDER

2.2.2.C Advance Payment Letter of Guarantee

ELLINIKO METRO S.A. shall require from the Contractor an “Advance Payment Letter of Guarantee” equal to the amount of the advance payment, in accordance with article 302 of Law 4412/16 and the provisions of article 10.1.2 of the Conditions of Contract.

2.2.2.D Good Operation Letter of Guarantee

Upon final quantitative and qualitative acceptance of the entire scope of the contract, the Contractor shall be under the obligation to deposit a good operation letter of guarantee which shall satisfy the requirements of the good operation guarantee period. The good operation letter of guarantee amounts to **five per cent (5%) on the overall estimated value of the contract, the foreseen price re-adjustment amount included, VAT excluded**, in accordance with the provisions of article 302 of Law 4412/16 and stipulations of article 10.4 of the Conditions of Contract.

2.2.3 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 for the subject economic operator (for individual physical or legal entities) or for any of his members (for an association of economic operators), namely:

2.2.3.1 If there is a final decision against the economic operator for any of the following offences:

- a) **participation in a criminal organization**, as this is defined in article 2 of the Council Framework Decision 2008/841/JHA dated October 24th 2008, on the fight against organized crime (EEL 300 dated 11.11.2008 page 42) and the offences stipulated in article 187 of Penal Code (criminal organization).
- b) **active bribery**, as defined in article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union (EE C 195 dated 25.06.1997 page 1) and in paragraph 1, article 2 the Council Framework Decision 2003/568/JHA dated July 22nd 2003 on combating corruption in the private sector (EE L 192 dated 31.07.2003, page 54), and as stipulated in the national law of the economic operator, and the offences stipulated in articles 159A (bribery of politicians), 236 (bribery of public officials), 237 paragraph 2-4 (bribery of court officials), 237A paragraph 2 (trading in influence), 396 paragraph 2 (bribery in the private sector) of the Penal Code.
- c) **fraud** affecting the Union’s financial interests, in the sense of articles 3 and 4 of Directive (EU) 2017/1371 of the European Parliament and the Council of the European Union of 5 July 2017 on the fight against fraud to the Union's financial interests by means of criminal law (L 198/28.07.2017), and the offences stipulated in articles 159A (bribery of politicians), 216 (forgery), 236 (bribery of public official), 237 paragraph 2-4 (bribery of court officials), 242 (false statement, distortion, etc.), 374 (aggravated theft), 375 (embezzlement), 386 (fraud), 386A (computer fraud), 386B (subsidy fraud), 390 (malpractice) of the Penal Code and of articles 155 et seq. of the National Customs Code (L. 2960/2001, A 265), when these are targeted against the financial interests of the European Union or violate them, as well as the offences specified under articles 23 (cross-border VAT fraud) and 24 (subsidiary provisions on the protection of the financial interests of the European Union by criminal law) of Law 4689/2020 (A 103).



INVITATION TO TENDER

- d) **terrorist offences or offences linked with terrorist activities**, as respectively defined in articles 3-4 and 5-12 of Directive (EU) 2017/541 of the European Parliament and of the Council of 15 March 2017 on combating terrorism and replacing Council Framework Decision 2002/475/JHA and amending Council Decision 2005/671/JHA (EU L 88/31.03.2017) or inciting or aiding or attempting to commit an offence, as specified in article 14 of the Directive, and the offences stipulated in articles 187A and 187B of Penal Code, and the offences of articles 32-35 of Law 4689/202 (A 103).
- e) **money laundering or terrorist financing**, as defined in article 1, Directive 2015/849 of the European Parliament and European Council dated May 20th 2015, on the prevention of the use of the financial system for the purpose of money laundering or terrorist financing, the amendment of EU Regulation No. 648/2012 of the European Parliament and European Council, and repealing Directive 2005/60/EC of the European Parliament and European Council and Commission Directive 2006/70/EC (EE L 141/05.06.2015) and the crimes mentioned in articles 2 and 39 of Law 4557/2018 (A' 139).
- f) **child labour and trafficking in human beings**, as defined in article 2, Directive 2011/36/EU of the European Parliament and European Council dated April 5th 2011, on preventing and combating trafficking in human beings and protecting its victims, and replacing Council Framework Decision 2002/629/JHA of the European Council (EE L 101 dated 15.04.2011, page 1), and the crimes mentioned in article 323A of the Penal Code (human trafficking).

The economic operator shall be also disqualified from the subject procedure 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 obligation of the aforementioned clause concerns the following:

- in the case of Limited Liability Companies (Ltds), Private Capital Companies and Private Companies (General Partnership (GP) and Limited Partnership (LP) Companies), the obligation of the previous clause applies to the administrators.
- in cases of Societe Anonymes (SAs), the obligation of the previous clause applies to the Managing Director, the members of the Board of Directors (BoD), as well as to the persons assigned, by virtue of a decision of the BoD, with the entire management and representation of the company.
- in case of Cooperation, the obligation of the previous clause applies the members of the Board of Directors.
- in the remaining cases of legal entities, the obligation of the previous clauses applies to the legal representative on a per case basis.

If in the above cases (a) to (f) the disqualification period stipulated above has not been determined through a final decision, this period equals to five (5) years as of the date when a conviction by a final judgment was made.

2.2.3.2 Any economic operator **is disqualified** from participating in this procedure related to the contract conclusion in the following cases:

- a) when 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 national legislation.



INVITATION TO TENDER

- b) when ELLINIKO 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.

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.

The obligations deriving from cases a' and b' of paragraph 2.2.3.2 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, Law 4412/16, 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.

For cases (a) and (b) of paragraph 2.2.3.2 above, the economic operator shall not be disqualified when he has fulfilled his obligations either by paying all due taxes or social security contributions, including – on a per case basis – the accrued interests or fines, or by being subjected to a binding settlement for their payment to the extent that he fulfils the terms of the binding settlement.

2.2.3.3 Not applicable

- 2.2.3.4** Any economic operator shall be disqualified from participating in the subject contract conclusion procedure in any of the following conditions, namely:

(a) if the economic operator has breached the obligations, as these ensue from paragraph 2, article 18 of Law 4412/16 concerning principles applied in the public contract conclusion procedures.

(b) 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 provision.

(c) if, under the reservation of paragraph 3.c, article 44 of Law 3959/2011 related to penalties and other administrative consequences, there is sufficient reasonable proof leading to the conclusion that the economic operator has concluded agreements with other economic operators with the aim to cause distortion of competition.

(d) if there is a conflict of interests in the sense of article 24, Law 4412/16, that cannot be addressed through other less intrusive means.

(e) if in the framework of previous participation of the Bidder in the preparation of the contract conclusion procedure there had been distortion of competition, in line with the provisions of article 280, Law 4412/16, as applicable, concerning previous involvement of candidates or bidders, that cannot be addressed through less intrusive means.

(f) if during the execution of an essential requirement in the framework of a previous 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



INVITATION TO TENDER

undertaken, a fact that resulted in the early termination of the previous contract, payment of compensation or other similar penalties.

(g) 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 paragraph 2.2.9.2 herein.

(h) if the economic operator attempted to affect in an unlawful manner the decision making process of ELLINIKO METRO S.A., to obtain confidential information that may grant him an unfair advantage in the public contract conclusion provision or to provide in a deceptive manner misleading information that may effectively affect the decisions related to the disqualification, the selection of the Contractor or the award of the tender.

(i) if ELLINIKO METRO S.A. can prove through the appropriate means that the economic operator has committed a grave professional misconduct which questions his integrity.

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

2.2.3.5 Moreover, 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 applicable, apply to the subject Bidder (**purely 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 subject obligation are the following: a) companies registered in the Stock Exchange of member-states of the European Union or the Organization for Economic Cooperation and Development (OECD), b) companies whose voting rights are controlled by one or more investment firms, asset/fund managers, or private equity firms, on condition that these last companies control in total a percentage exceeding seventy five per cent (75%) of the voting rights and are supervised by Securities and Exchange Commissions (SEC) or other competent financial authorities of member-states of the European Union or OECD.

2.2.3.5a It shall be forbidden for the contract to be awarded to:

- 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 bodies (third parties) stated under item (a) above;
- c) Physical or legal entities, bodies or operators acting in the name of or by instruction of a body stated under items (a) and (b) above, including, in case they correspond to over 10% of the value of the contract, subcontractors, suppliers or bodies (third parties) on whose capacities it relies, in the sense of the directives for public contracts.

2.2.3.6 The economic operator shall be disqualified, at any given time during the contract conclusion procedure, if it is proven that the subject economic operator falls under one of



INVITATION TO TENDER

the above cases, due to his acts or omissions, either prior or during the pertinent procedure.

- 2.2.3.7** An economic operator falling under the cases referred to in paragraphs 2.2.3.1 and 2.2.3.4, except for case b therein, 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).

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 evidence is deemed to be sufficient, the subject economic operator shall not be disqualified from the contract conclusion procedure. If the measures are deemed to be insufficient, the rationale for this decision shall be notified to the subject economic operator.

Any economic operator who is disqualified, in accordance with the applicable provisions by virtue of an irrevocable decision from participating in the contract conclusion procedure or concession award procedure, cannot make use of the aforementioned option during the disqualification period specified in the aforesaid decision.

The items submitted by the economic operator, as stipulated above, in view of ascertaining the sufficiency or not of the recovery measures that the subject economic operator has introduced and invokes, shall be examined during the review of the backup documentation for the award.

- 2.2.3.8** The decision for ascertaining the sufficiency or not of the recovery measures, in line with the previous paragraph, shall be issued in line with the stipulations of paragraphs 8 and 9 of article 73, Law 4412/2016, as well as the stipulations of decision No. 102080/24-10-2022 (B' 5623/02.11.22) made by the Minister of Development and Investments entitled *“Regulation on issues relating to the examination of recovery measures by the Committee referred to in paragraph 9 article 73 Law 4412/2016”*.

ELLINIKO METRO S.A. shall transmit to the Committee responsible for the examination of the recovery measures, stipulated in paragraph 9 article 73 Law No. 4412/2016, its draft decision for ascertaining the sufficiency or not of the recovery measures introduced by the economic operator, accompanied by a complete file containing all the relevant information in the case. The draft decision of the awarding authority, along with all relevant information in the case, shall be transmitted electronically to the following e-mail address: epanorthotika@eaadhsy.gr.

In case the economic operator has not provided, on its own initiative, the information proving the self-cleaning measures invoked (administrative decisions issued, proof of payment of fines, correspondence with competent auditing authorities, etc.), ELLINIKO METRO S.A., before compiling and transmitting the draft decision to the Committee, is



INVITATION TO TENDER

under the obligation to request the economic operator to provide same within a period not exceeding ten (10) days. On expiry of the aforesaid deadline, it shall be deemed that the information requested has not been provided. In the event that the economic operator submits a request for an extension to the subject deadline, accompanied by documents proving that it has requested the provision of the information, ELLINIKO METRO S.A. shall extend the submission deadline for as long as required by the competent public authorities to provide the subject information.

If ELLINIKO METRO S.A. considers that the information provided by the economic operator is not complete or that clarifications are required, before transmitting its draft decision to the Committee, it shall call upon the economic operator to supplement the relevant information and/or provide clarifications within a deadline not exceeding ten (10) days.

If the economic operator does not respond to the invitation extended by ELLINIKO METRO S.A., this fact shall be referred to in the draft decision.

Subject to the subsequent paragraph, recovery measures invoked by an economic operator to prove its reliability shall not be examined by the Committee if they have been introduced **after** the expiration date of the offers' submission. In this case, ELLINIKO METRO S.A. shall not take them into consideration and shall not refer to them in its draft decision transmitted to the Committee.

If, at the time of submission of the ESPD by the economic operator, the latter was not subject to any of the disqualification cases, as stipulated in paragraphs 1 and 4, except for case (b) paragraph 4 Article 73 Law 4412/2016, but the existence of such a disqualification case emerged during this procedure (belated alteration), the self-cleaning measures invoked shall be taken into consideration by ELLINIKO METRO S.A. when compiling its draft decision and shall be examined by the Committee.

The procedural details pertaining to the examination and re-examination of the recovery measures are regulated in detail in the aforesaid ministerial decision.

2.2.3.9 An economic operator, to whom the horizontal penalty clause for disqualification has been imposed -in line with the applicable provisions and for the time period it determines- shall be disqualified from the subject contract conclusion procedure.

Selection Criteria

2.2.4 Competence for exercising Professional Activities

In terms of the competence for exercising professional activities, bidding economic operators must be registered in the relevant professional registry kept in their country of seat and be exercising activities similar to the scope of the procurement. More precisely:

- The economic operators established in Greece must be registered in the pertinent Chamber of Commerce and Industry.
- The economic operators established in a member – state of the European Union must be registered in one of the Professional or Commercial Registries kept in the country where



INVITATION TO TENDER

they are established or fulfil any other requirement, as determined on Annex XI, Addendum A' of Law 4412/2016.

- The economic operators established in a member – state of the European Union Financial Area (EFA) or in third countries that have signed and ratified the Public Procurement Agreement (PPA) or in third countries that do not fall under the above case and have concluded bilateral or multilateral agreements with the European Union must be registered in the respective Professional or Commercial Registries kept in their country of seat.

In case of an association of economic operators, the aforesaid requirement must be covered by **each member** of the Association.

2.2.5 Financial and Credit competence

The bidding economic operators are required to have a minimum average annual turnover equal to or over fourteen million euro (14,000,000.00€) during the last three years or during the equivalent period of operation, in case this is less than the three-year period.

In case of an association of economic operators, the aforementioned requirement must be covered by **at least one economic operator** participating in the association.

2.2.6 Technical and Professional Competence

In order to participate in the procedure for the conclusion of this contract, economic operators must possess **similar experience** with the experience required in the tendered procurement during the time period 2014 – 2024.

The economic operators, for the time period 2014 - 2024, are required to have designed, installed, commissioned and have delivered at least one (1) Automatic Fare Collection System of closed type using electronic ticket, for at least five (5) Stations, which shall exclusively concern Metro projects.

In case of an association of economic operators, the aforementioned requirement must be covered by **at least one economic operator** participating in the association.

2.2.7 Quality Assurance and Environmental Management Standards

Each bidder must have and implement a certified quality management system as per ISO 9001:2015.

In case of an association, the aforementioned requirement must be covered by **every member** of the association.

2.2.8 Relying on Third Party Competence – Subcontracting Work

2.2.8.1 Relying on Third Party Competence

The economic operators participating in this procedure can-as regards the economic and financial (credibility) criteria and the criteria related to the technical and professional competence - rely on the capacities of other economic operators, as per article 307 of Law 4412/16, regardless of the legal nature of their relations with them. In this case, they prove that they will have available the necessary resources, via submission of the relevant commitment, on behalf of the operators, on whose capacity they rely.



INVITATION TO TENDER

As concerns the criteria related to the technical and professional competence, economic operators can rely on the competence of other operators, only if the latter execute the works or services for which the specific capacities are required.

In case the economic operators rely on the capacities of other operators, as regards the criteria related to the financial and credit competence required, the subject economic operators, as well as those operators on whom they rely shall be jointly liable for the execution of the contract.

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

In case the bidding economic operator relies on the capacities of one or more operator(s), it shall incorporate in the sub-envelope “Participation Backup Documentation – Technical Offer”, along with its own ESPD, the ESPD of each operator, on whose capacities it relies, in line with article 2.2.9.1 herein.

In case the bidding economic operator relies on the capacities of one or more operator(s), the operators, on whose capacities it relies, ought to submit the backup documentation stipulated in article 2.2.9, proving that the disqualification cases, provided for in article 2.2.3 herein, do not exist and that the subject operators *do* fulfil the relevant selection criteria determined in article 2.2.4-2.2.7, as the case may be.

ELLINIKO METRO S.A. shall check whether the operators, on whose capacities the economic operator intends to rely, fulfil the relevant selection criteria and whether they are subject to any of the disqualification cases stipulated in article 2.2.3 herein. The economic operator shall be required to replace an economic operator on whose capacity it relies, if the latter does not fulfil the relevant selection criterion, or for whom there are reasons for disqualification, within a deadline of thirty (30) days as of the date a relevant invitation is extended to the economic operator by ELLINIKO METRO S.A. by action “On Line Discussions” of ESIDIS. The operator who replaces the operator mentioned in the previous clause is not allowed to be replaced anew.

In case the Bidder does not respond to the determined deadline and/or if the second proposed operator not fulfil the aforesaid requirements, then the offer of the provisional contractor shall be rejected, his participation letter of guarantee becomes payable to ELLINIKO METRO S.A. and the tender is awarded to the bidder whose most economically advantageous offer comes next.

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

2.2.8.2 Sub-contracting work

The economic operator states in his offer the part of the contract that he intends to award -in the form of sub-contracting work to third parties, as well as the sub-contractors that he proposes, in case he is aware of it in the current phase. In case the bidder states in his Offer that he intends to assign part(s) of the contract on a sub-contracting basis to third parties at a percentage exceeding thirty per cent (30%) of the contract value, the foreseen price re-adjustment amount not included, VAT excluded, then ELLINIKO METRO S.A. must verify that the reasons for disqualification mentioned in paragraph 2.2.3 herein are not applicable, as far as the sub-contractors are concerned, and that they have the respective qualifications to execute the scope of the Contract they undertake, as stated in the European Single Procurement Document (ESPD).

The economic operator is obligated to replace a sub-contractor if there are reasons for his disqualification and if he does not have the respective qualifications to execute the scope of the contract he undertakes.



INVITATION TO TENDER

2.2.9 Rules for the Proof of Qualitative Selection

The participation right of the economic operators, as well as the terms and conditions of participation, as specified in paragraphs 2.2.1 to 2.2.8 of this document, are assessed:

- a) at the time the offer is submitted through the ESPD, as per the stipulations of paragraph 2.2.9.1,
- b) when the back-up documentation stipulated in paragraph 2.2.9.2 (Means of Evidence) is submitted and
- c) at the time when the contract is concluded through the legal declaration, as specified in case d, para. 3, article 105, Law 4412/2016.

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

If, after the filling in of the ESPD and until the date of the written invitation for the agreement conclusion, changes occur to the preconditions that the bidders have declared to meet, bidders must advise ELLINIKO METRO S.A. accordingly without any delay whatsoever.

2.2.9.1 Preliminary Proof when Submitting Offers

When submitting their Offer, economic operators must file, as a back-up document for participation, the European Single Procurement Document (ESPD), provided for in article 79, Law 4412/2016, which constitutes an updated Legal Statement bearing the consequences of Law 1599/1986 (A'75), as preliminary proof, that

- a) they are not in one of the situations described in article 2.2.3 herein,
- b) they fulfil the relevant selection criteria that have been specified, as per paragraphs 2.2.4, 2.2.5, 2.2.6 and 2.2.7 herein.

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

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

Economic operators 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 accompanying 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 2.2.3 herein for all natural entities who are members of his administrative, managerial or supervisory body or are vested with the authority to represent, make decisions or control this body.



INVITATION TO TENDER

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

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

In the event that the Bidder relies on the competence of other operators (**borrowed experience**), the ESPD shall be submitted by the economic operator lending the experience.

In case the economic operator is aware at this phase of the fact that he will assign a part of the contract **on a sub-contracting basis** to third parties at a percentage exceeding thirty per cent (30%) of the contract value, the amount for price readjustment and the VAT excluded, the ESPD is submitted by the sub-contractor.

The economic operator shall be under the particular obligation to determine, through the ESPD, his status in relation to the reasons set forth in Article 73, Law 4412/2016 and paragraph 2.2.3 herein, and to invoke any measure that might have been introduced to restore his reliability.

It is particularly stressed that if the response provided by an 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, concerns circumstances, such as the elapse of the three-year validity period related to the reasons for disqualification (paragraph 10, article 73) or the implementation of the provision of paragraph 3b, article 44, Law 3959/2011 (A’ 93), in line with case (c), paragraph 2.2.3.4 herein, the relevant information is described in detail in the relevant field which appears if “yes” is filled in.

With regard to his obligations as to the payment of taxes or social security contributions (cases a and b, para. 2, article 73, Law 4412/2016), these shall be not be considered as not having been fulfilled, if they have not become overdue or if they have been subject to a binding settlement which is adhered to. In this case, the economic operator is not obligated to give an affirmative response to the relevant field of the European Single Procurement Document (ESPD), 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.

In case an economic operator states that it falls into one of the cases stipulated in paragraphs 2.2.3.1 and 2.2.3.4 – except case b’ thereof – for which the relevant reason for disqualification applies, it shall, if it invokes self-cleaning measures to prove its reliability, be under the obligation to declare in the relevant field of the ESPD, which shall appear following its affirmative response to any of the aforementioned grounds for disqualification:

(a) whether the self-cleaning measures it has introduced for the specific ground for disqualification declared in the ESPD have already been considered in a previous procedure in which it participated, on the basis of a decision made by the same or another awarding authority, following an opinion of the Committee responsible for the Review of Recovery Measures;

(b) whether the measures have been found to be sufficient or insufficient, attaching the decision referred to in item (a) on the basis of which the specific self-cleaning measures have been considered. Furthermore, it shall be stated whether the above decision has become “binding” in the sense that either the legal remedies provided for have not been exercised or they have been exercised and a decision has been issued;

(c) in the event the measures have been found to be insufficient, whether it has introduced additional self-cleaning measures after the date on which the decision referred to in case (a) was



INVITATION TO TENDER

made and, if this is the case, to describe same in detail, indicating necessarily the date on which the aforesaid measures were introduced.

In particular, if potential grounds for disqualification have been included in the contract documents, for which (grounds) no information related fields have been foreseen in the ESPD, as regards the introduction of recovery measures on the part of economic operators, these shall be indicated (referred to) in the supplementary legal declaration stipulated in paragraph 9 article 79 Law 4412/2016.

Finally, it should be noted that the economic operator's declaration about non-russian involvement shall be included in a separate legal declaration to be submitted along with its offer, as a backup document. The content of the declaration shall be the same as the content of paragraph B.1.g, article 2.2.9.2.

2.2.9.2 Means of Evidence

A. In order to prove that the disqualification grounds, per article 2.2.3, do not apply and that the criteria for the qualitative selection, per paragraphs 2.2.4, 2.2.5, 2.2.6 and 2.2.7, are fulfilled, economic operators shall submit the backup documentation stipulated in this article.

The subject documentation shall be submitted, as per the stipulations of article 3.2, by the provisional contractor.

The documents stipulated herein shall be submitted and accepted in line with the provisions particularly specified in paragraph 2.4.2.5 herein.

The backup documentation shall be compiled in Greek or they shall be accompanied by an official translation in Greek, according to paragraph 2.1.4 herein.

The required back up documentation validity duration is mentioned below on a per case basis.

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

It is stressed that accepted shall be:

- **affidavits referred to in this Invitation, should they have been compiled up to three (3) months prior to their submission,**
- **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. 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.

B.1. Back-up documentation proving that the reasons for disqualification specified in paragraph 2.2.3 do not apply



INVITATION TO TENDER

In order to prove that the reasons for disqualification specified in paragraph 2.2.3 do not apply, bidding economic operators shall submit the backup documents stipulated here-below.

Economic operators shall ensure that they possess certificates covering the time of submission of the offer in order to submit them should they be appointed as provisional contractors. These certificates shall be submitted, along with the remaining backup documents referred to in paragraph 3.2 herein, by the provisional contractor - via the subsystem - in the file “backup documentation of the provisional contractor”.

If the member state or country responsible for the issuance of the above does not issue such documents or certificates, or if these documents or certificates do not cover all cases under paragraphs 2.2.3.1 and 2.2.3.2, cases (a) and (b) and case (b) of paragraph 2.2.3.4 herein, then the said documents or certificates can be substituted by a statement under oath (affidavit) or, for member-states / countries where affidavits are not issued, by a legal statement of the interested party before a responsible judicial or administrative authority, a notary public or a responsible professional or commercial entity of the economic operator’s member-state or country of origin / installation. Whenever deemed necessary, the responsible public authorities provide an official statement whereby it is stated that the documents or certificates presented in this paragraph are not issued, or that these documents do not cover all cases mentioned above in paragraphs 2.2.3.1 and 2.2.3.2, cases (a) and (b) and case (b) of paragraph 2.2.3.4.

In particular, economic operators shall submit:

a) As regards the case specified in paragraph 2.2. 3.1 herein: an extract of the relevant record, such as the **penal record** or, in lack thereof, an equivalent document issued from the competent judicial or administrative authority of the member-state or of the country of origin or of the country of establishment of the economic operator, proving that the required preconditions are met; the subject document must have been issued up to three (3) months prior to its submission.

The obligation for the submission of the aforesaid extract concerns also the members of the administrative, management or supervisory body of the subject economic operator or the persons with power of representation, decision making or control, as per the particular stipulations of paragraph 2.2.3.1.

b) As regards the case specified in paragraph 2.2.3.2 herein: a certificate issued by the responsible authority of the relevant member-state or country, that must be valid at the time of its submission; otherwise, if no validity period is indicated, the subject certificate must have been issued up to three (3) months prior to its submission.

In particular, economic operators established in Greece must submit the following supporting documents:

i) A Tax Clearance Certificate issued by the Independent Authority for Public Revenue (I.A.P.R.), in order to prove they have fulfilled their **tax obligations**, stipulated in paragraph 2.2.3.2 case a.

ii) A certificate issued by e-EFKA, in order to prove they have fulfilled their obligations before the **Social Security Organizations**, stipulated in paragraph 2.2.3.2 case a.

iii) As concerns paragraph 2.2.3.2, case a, in addition to the aforementioned certificates, a **Legal Statement** that no final and binding court or administrative decision has been made against the economic operators for breaching their obligations as regards payment of taxes or social security contributions.

c) As concerns paragraph 2.2.3.4 case b’ herein: A certificate issued by the competent authority of the member-state or state that must have been issued up to three (3) months prior to its submittal.



INVITATION TO TENDER

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

- i) A Single Certificate of Judicial Solvency must be issued by the responsible Court of First Instance indicating that they are not under bankruptcy, bankruptcy settlement, or under cohesive administration or judicial liquidation or under compulsory administration. Especially as regards the consolidation related process, a legal statement of the legal representative of the economic operator shall be submitted certifying that the terms of the consolidation related agreement are adhered to. Especially as regards Private Limited Companies (IKE), a certificate by the 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.
- d) **As regards the remaining cases of paragraph 2.2.3.4 herein:** a legal statement of the bidding economic operator certifying that there are not any reasons, in effect, as these are stipulated in the pertinent paragraph, leading to his disqualification.

Especially as regards case i of paragraph 2.2.3.4 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 there is no disciplinary authority and that they have not committed any serious professional offence whatsoever.

e) As regards paragraph 2.2.3.9 herein: a legal statement of the bidding economic operator certifying that an horizontal penalty clause for disqualification has not been imposed to him, in line with the provisions of the applicable legislation.

f) Back up documentation of paragraph 2.2.3.5 herein

In the case of paragraph 2.2.3.5 and in order to prove that the economic operator fulfils the requirements of Law 3310/2005, back up documents for share nominalization, as specified below, if the provisional contractor is a Societe Anonyme or a legal entity in whose shareholding structure participates a Societe Anonyme or a legal entity of a foreign country corresponding to a Societe Anonyme.

More specifically, the following shall be submitted:

- i) A certificate to be issued by the competent Stock Exchange, in order to prove the exemption from the obligation for their shares nominalization, per case a), paragraph 2.2.3.5.
- ii) As regards the exemption of case b) of paragraph 2.2.3.5 to prove the vote rights control, a legal statement issued by the controlled company and, if this is a different company than the company of the provisional contractor, an additional legal statement of this provisional contractor making reference to the investment firms, asset/fund management firms, or private equity firms, on a per case basis, and the overall percentage of the voting rights that they control in the company controlled by them. These legal statements must be accompanied by a certificate or any other document whereby it is concluded that the companies controlling the voting rights are supervised, as per the stipulations of paragraph 2.2.3.5.



INVITATION TO TENDER

iii) Back up Documents for the nominalization of shares of the provisional contractor:

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

In particular:

- As regards the **Societes Anonymes installed in Greece**, a certificate issued by GEMI is submitted, whereby it results that their shares are nominal, and a detailed list with the details of the company's shareholders and the number of shares of each shareholder, as these details are recorded in the company's Book of Shareholders, maximum thirty (30) working days prior to their submittal date.

- As regards the **foreign Societes Anonymes or foreign legal entities corresponding to Societes Anonymes:**

A) Should they hold nominal shares based on the Law of their seat, they must submit:

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

ii) A detailed list 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 submittal date;

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

B) should they have no obligation for share nominalization, or should no provision exists for share nominalization, they shall submit the following:

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

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

iii) Should such list does not exist, then a relevant list of shareholders possessing one per cent (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 justifies why these shareholders are not known, while it is not in the discretion of ELLINIKO METRO S.A. to doubt this justification. 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.

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

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



INVITATION TO TENDER

g) As regards the case of paragraph 2.2.3.5.a herein: a Legal Statement of the bidding economic operator, which shall be signed by the economic operator's and whose content shall be as follows:

"I declare legally that there is no Russian participation in the economic operator that I represent and participates in the procedure for the award of this contract, in accordance with the restrictions contained in Article 5k of Council Regulation (EU) No 833/2014 dated 31 July 2014 concerning restrictive measures in view of Russia's actions destabilizing the situation in Ukraine, as amended by Council Regulation (EU) No 2022/576 dated 8 April 2022. In particular, I declare that:

(a) the economic operator I represent (as well as the economic operators represented by members of our association [in case of association of economic operators]) is/are not a Russian national(s) or physical or legal entity(ies), body(-ies) or operator(-ies) established in Russia;

(b) the economic operator I represent (as well as the economic operators represented by members of our association [in case of association of economic operators]) is/are physical or legal entity(-ies), body(-ies) or operator(s), whose property rights are directly or indirectly held in excess of fifty percent (50%) by a body referred to in item (a) of this paragraph;

(c) both the declarant party as well as the economic operator I represent are not physical or legal entity(-ies), body(-ies) or entity(-ies) acting on behalf of or by order of the body referred to in items (a) and (b) above;

(d) there is no participation of operators and bodies listed in above items (a) to (c) over 10% of the contract value of the subcontractors, suppliers or operators on whose capacities the economic operator I represent relies."

B.2 Back-up documentation proving the suitability to exercise business activities specified in paragraph 2.2.4

In order to prove the requirements stipulated in article 2.2.4 herein:

- Economic operators established in Greece shall submit a certificate of registration in the pertinent Chamber of Commerce or Industry.
- Economic operators established in a member-state of the European Union shall submit a certificate/confirmation from the respective professional or commercial registry – stipulated in Annex XI, Addendum A' L. 4412/2016 - certifying their registration and their special profession.
- In case the country of their establishment does not keep such a registry, the certificate or confirmation can be replaced by an affidavit or, for member-states or countries where affidavits are not issued, a legal statement of the interested party certified before a responsible judicial or administrative authority, a notary public or a responsible professional or commercial entity of the economic operator's country of origin or country of establishment, that such a registry is not kept and that the economic operator exercises the activities required for the execution of the scope of the contract under award.

It is noted that the backup documents for proving adherence to the requirement stipulated in article 2.2.4 are accepted if they have been issued up to thirty (30) working days prior to their submission, unless, in accordance with the specific provisions thereof, they have a specific validity period.

B.3 Back-up Documentation to prove the financial and credit competence stipulated in paragraph 2.2.5 herein

In order to prove the requirements of paragraph 2.2.5 herein, economic operators shall be required to submit:



INVITATION TO TENDER

- 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.

B.4 Back-up documentation to prove the technical and professional competence specified in paragraph 2.2.6 herein

In order to prove the requirements of paragraph 2.2.6 herein, economic operators shall submit the following:

- List of completed Supplies delivered in the period 2014 - 2024, in line with the requirements of article 2.2.6 herein.
- Relevant certificates of the Project Owners proving the good and timely execution of the supply and the commissioning, thus, satisfying the contractual requirements of the Project Owners.

The following must be clearly stated in the subject certificates:

- a. The scope of works related to the design, supply, installation and commissioning of the automatic Fare Collection Systems, which must exclusively concern Metro projects and fulfil the requirements of article 2.2.6 herein.
- b. The contract signing, the acceptance of the systems and contract completion date.
- c. In the event the aforementioned experience derives from the Bidder's participation in a previous Association of persons or economic operators, the certificate shall state the participation of the Bidder in the execution of the subject automatic Fare Collection Systems.

If certain of the data required are not included in the subject certificates, these data shall be declared in a relevant **Legal Statement** of the bidder, to accompany the certificates. However, the Legal Statement cannot replace the required certificates related to the execution of the procurement works. The Legal Statement shall be exclusively and solely submitted in order to provide supplementary data in relation to the supply which are not included in the certificates (e.g. duration, etc.).

In case of contracts for which no certificates and the relevant legal statement for their supplementary data will not be provided, these contracts shall not be taken into consideration in the evaluation of the bidders and shall not be taken into account as their relevant experience.

B.5 In order to prove the requirements of article 2.2.7 herein, economic operators shall submit the quality management certificate, in line with the standards and the requirements specified in article 2.2.7 herein.

B.6 Backup Documentation concerning the review of the provisional contractor's legalizing data

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



INVITATION TO TENDER

Especially for Greek economic operators, the following must be submitted:

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

In all other cases, the legalizing documentation – on a per case basis - pertaining to the establishment and legal representation (such as statutes, alterations certificates, FEK, resolutions on constituting the administration bodies, etc., depending on the legal form of the economic operator) accompanied by a legal statement signed by the legal representative that the aforesaid documentation is still in effect at the time they are submitted.

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

Foreign economic operators - per the legislation of the country of their establishment – shall submit the foreseen proving documentation and, if this documentation is not provided for, a legal statement of their legal representative proving the lawful establishment, alterations and representation of the economic operator.

The aforesaid legal statements shall be accepted on condition they are compiled having the invitation for the submission of the backup documentation been issued.

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

B.7 Economic operators registered in official lists as these are foreseen by the national provisions valid each time 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 ELLINIKO METRO S.A. a registration certificate issued by the authority concerned or the certificate issued by the certification organization concerned.

These certificates indicate the backup documentation, on the basis of which the economic operators were registered in the official lists, or their certification and classification in the subject list.

The certified registration in the official lists by the competent organizations or the certificate issued by the certification agency constitute a suitability related criterion, as concerns the requirements for qualitative selection, covered by the official list or the certificate.



INVITATION TO TENDER

Economic operators registered in the official lists shall be exempt from the obligation to submit the back-up documentation referred to in their registration certificate. Especially as concerns the payment of social security contributions, taxes and duties, apart from the registration certificate in the official list, the economic operators shall also submit the certificates required in clause B.1, sub-case i, ii and iii of case b.

B.8 The associations of economic operators submitting a common offer shall submit the above back up documentation on a per case basis for each economic operator participating in the association, in line with the special provisions of article 19, para. 2, Law 4412/2016.

B.9 In case economic operators wish to rely on the capacity of other operators, as per paragraph 2.2.8, in view of proving that they shall have at their disposal the necessary resources, economic operators shall be under the obligation to submit, in particular, the relevant written commitment on behalf of these operators to this end. More precisely, a document must be submitted (in case of a legal entity, a resolution of its competent administrative body or in case of a natural entity, a legal statement), by virtue of which both parties, namely the bidding economic operator and the third party, approve the cooperation between them for the provision on a per case basis to the bidder of the financial and/or technical and/or professional capacity of the operator, so that the bidder can utilize the subject capacity in view of executing the contract. This presentation must be detailed and state as a minimum the specific resources that will be made available for the execution of the contract and the way in which these resources shall be used for the execution of the contract. The third party shall strictly commit himself to make available to the bidder the specific resources throughout the contract, while the bidder shall commit himself that he will utilize them in the event of contract award.

In case the third party makes available his financial competence, he shall also state that he and the bidder shall be jointly liable for the execution of the Contract.

In case that technical or professional competence items made available by the third party concern the degrees and the professional skills set forth in case f, Part II, Annex XII, Appendix A of Law 4412/2016 or the relevant professional experience, he will commit himself to execute the works or the services for which the specific competences are required, by stating the section of the contract that he will execute.

Moreover, third parties ought to submit as evidence the back up documentation relevant to the competence they make available.

B.10 Back up documentation in case of subcontracting work

In case the economic operator is aware at this phase that he will **use subcontractors** on the competence of whom he does not rely, required shall be the submission of the resolution of the Board of Directors or the competent statutory body of the economic operator, approving the award of the subcontracting contract and the corresponding resolution on the part of the Subcontractor to accept the subcontracting. These resolutions shall specify in detail the section to be subcontracted and the percentage corresponding to the overall contract.

Sub-contractors – if subcontracting is higher than thirty per cent (30%) of the contract value, the price-readjustment amount not including, VAT excluded ought to submit the back-up documentation proving that disqualification grounds do not apply as well as the necessary documentation related to the similar experience as regards the scope of works they will undertake.

2.3 Awarding Criterion

The awarding criterion of the Contract is the most advantageous offer – in financial terms – on the price basis, in line with article 311 of Law 4412/16.



INVITATION TO TENDER

2.4 Compilation – Content of Offers

2.4.1 General Terms for the Submission of Offers

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

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

The association of economic operators shall submit a common Offer, which shall be mandatorily digitally signed either by all economic operators forming the association or by their legally authorized representative. The offer shall necessarily indicate the extent and the kind of the participation (including the allocation of the fee between the members) of each member of the association, as well as its representative/coordinator. The said statement shall be included either in the ESPD (Part II, Unit A) or in the accompanying Legal Statement which may be submitted by the members of the association.

The signing of the preliminary appeal by the representative/coordinator of the association calls for an explicit authorization. The subject authorization can be included in the ESPD (Part II, Section A) or in its accompanying legal statement that the members of the association may submit, or in the agreement documents of the economic operators for participating in the tender as an association or in the proceedings of the competent administration bodies of the members of the association.

Offer withdrawal

Economic operators may withdraw their submitted offer prior to the ending date for the submission of offers, while no approval on the part of ELLINIKO METRO S.A.'s BoD is required, further to a written request addressed to ELLINIKO METRO S.A., which shall be filed by action “On Line Discussion” of the ESIDIS system.

2.4.2 Submission Time and Manner of Offers

2.4.2.1 Offers shall be filed by interested parties electronically through the web portal of ESIDIS OPS www.promitheus.gov.gr by the ending date and time specified in article 1.5 herein in an electronic file, according to the provisions of Law 4412/2016, especially in articles 36 and 37 and to the delegated by Law 4412/2016, paragraph 5, article 36 Joint Ministerial Decision no. 64233/08.06.2021 (B' 2453/09.06.2021) of the Ministers of Development and Investment and the Minister of Digital Governance entitled “Regulation of technical matters in connection with the award of Public Procurement and Services Contracts using the various tools and procedures of the National System of Electronic Public Procurement (ESIDIS)” (hereinafter “JMD ESIDIS Procurement and Services”).

In order to participate in the Tender, economic operators must possess an advanced digital signature supported as a minimum by a recognized (approved) certificate granted to them by a certification services authority, which is included in the accreditation list (database), foreseen in Resolution 2009/767/EU and is in line with the stipulations of Regulation (EU) 910/2014; they should also register in ESIDIS, in line with case b, para. 2, article 37, Law 4412/2016 and the provisions of article 6 of the JMD ESIDIS Procurement and Services.

2.4.2.2 The offer's submission time, via ESIDIS, shall be automatically confirmed by the ESIDIS time stamp services, in line with the provisions of article 37 of Law 4412/2016 and the provisions of article 10 of the aforementioned Joint Ministerial Decision.



INVITATION TO TENDER

Upon expiry of the ending date and time, ESIDIS provides no option for the submission of offers. In the event of ESIDIS failure to operate for technical reasons, ELLINIKO METRO S.A., through a justified Resolution, shall regulate and specify the manner to proceed with the tender, in line with the stipulations of article 37, Law 4412/2016 and the provisions of article 4, of JMD ESIDIS Procurement and Services.

2.4.2.3 Along with their offers, economic operators shall submit the following items as per the provisions of article 13 of the JMD ESIDIS Procurement and Services:

(a) One electronic (sub)folder bearing the indication **“Back-Up Documentation for Participation – Technical Offer”**, which includes all required back up documentation – on a per case basis - and the technical offer, in line with the provisions of the applicable legislation and of this Invitation.

(b) One electronic (sub)folder bearing the indication **“Financial Offer”**, which includes the financial offer of the economic operator and all required back up documentation – on a per case basis.

By the relevant action of ESIDIS, economic operators shall indicate any confidential information of the offer, as per the stipulations of article 21 of Law 4412/2016. If an economic operator characterizes information as confidential due to the provision for technical or commercial confidentiality, in his relevant statement he shall explicitly refer to all relevant law provisions or administrative acts imposing the confidentiality of the specific information.

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

2.4.2.4 If economic operators record all information, transmitted and attached electronic files, concerning back-up documents for their participation in the tender/technical offer and financial offer in the respective special electronic forms of ESIDIS, then via a relevant action, they shall extract reports (printouts) in the form of electronic PDF files, which constitute a brief presentation of the recorded data. The electronic files of the subject reports (printouts) shall be digitally signed in line with the relevant provisions (case b, para. 2, article 37) and shall be attached to the respective sub-folders by the economic operator. It is noted that the aforementioned reports (printouts) can be extracted and attached to each sub-folder separately, from the moment that recording of this data in the subject folder has been completed.

2.4.2.5 In particular, as regards the attached electronic files of the offer, economic operators shall record them in the (sub)folders specified above via the Sub-system, as follows:

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

a) either of articles 13, 14 and 28 of Law 4727/2020 (A´ 184) concerning electronic public documents bearing an electronic signature or stamp and, in case of foreign electronic public documents, if they have e-Apostille;

b) or of articles 15 and 27 of Law 4727/2020 (A´ 184) concerning electronic private documents bearing electronic signature or stamp;

c) or of article 11 of Law 2690/1999 (A´ 45);

d) or of paragraph 2, article 37 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.



INVITATION TO TENDER

Moreover, the information and technical leaflets and other printouts, either of the company or not, with special technical content, i.e. documents with purely technical characteristics, such as numbers, presentations in international units, mathematic formulas and drawings.

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

Up to the date and time of the offers’ unsealing process, as set out in paragraph 1.5 herein, economic operators must submit to ELLINIKO METRO S.A., in printed form and in a sealed envelope, stating the name of the sender and the Committee of this Tender as recipient, the information data contained in the electronic offer, which (data) must be submitted in originals.

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

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

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

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

The aforementioned supporting documents and data are deposited to the Document Control Centre (DCC) of ELLINIKO METRO S.A. by **15:00 pm** - and shall be accompanied by a document drafted by the bidder listing in detail the relevant submitted 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.



INVITATION TO TENDER

INDIVIDUAL PARTICIPATION BACKUP DOCUMENTATION

– TECHNICAL OFFER IN PRINTED FORM

(Title – postal address – telephone – fax of the Bidder
and in case of an association, the details of all members of the association)

FOR THE TENDER:

**“DESIGN, PROCUREMENT, INSTALLATION AND COMMISSIONING OF THE
AUTOMATIC FARE COLLECTION SYSTEM FOR THE EXTENSION OF
THESSALONIKI METRO TO KALAMARIA”**

(Reference Code: RFP - 456/24)

To: ELLINIKO METRO S.A.
191-193 Messogion Avenue
Athens - 115 25

Attention: TENDER COMMITTEE

###NOT TO BE OPENED BY THE DOCUMENT CONTROL OFFICE###

It is stressed that the original copies of the participation letters of guarantee, with the exception of the letters of guarantee issued electronically, shall be submitted in the aforementioned sealed envelope 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 1.5 of this document; otherwise, the offer shall be rejected as unacceptable, further to the opinion of the Tender Committee.

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 ELLINIKO METRO S.A. until the deadline mentioned above. Any overdue submission of the envelope containing the back-up documentation and information in printed form, in line with the above, shall result in the disqualification of the economic operator, even in case the subject delay is due to force majeure. Overdue envelopes shall be returned without being unsealed.

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

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

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

2.4.3.1 Back up Documentation for Participation

At the penalty of disqualification, the electronic (sub)folder “**Back up Documentation for Participation – Technical Offer**” shall include the following items, namely:



INVITATION TO TENDER

- a) The **European Single Procurement Document**, as provided for in paragraphs 1 and 3 of article 79, Law 4412/2016, and the **accompanying legal statement** whereby the economic operator can clarify the information provided in the ESPD, as per para. 9 of same.

The bidding economic operators shall fill in the relevant ESPD form, which constitutes a document of this contract conclusion procedure.

The ESPD shall be filled in via Promitheus ESPDint sub-system, which is accessible through the web portal (<https://espd.eprocurement.gov.gr/>) of ESIDIS OPS 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 documents relating to this contract conclusion procedure.

The ESPD that has been filled in by an Economic Operator, as well as its accompanying Legal Statement, shall be submitted, in accordance with case d', paragraph 2.4.2.5 herein, in a digitally signed electronic folder in PDF format.

- b) The **Letter of Guarantee for Participation** foreseen in the present procedure, as provided for in Article 302, Law 4412/2016 and in paragraphs 2.1.5 and 2.2.2 herein.
- c) The **Legal Statement** referred to in paragraph 2.2.9.1. herein, about non-Russian involvement.
- d) The **Legal Statement**, whereby it shall be stated that the participating economic operator agrees with the terms of the Invitation and the provisions of the applicable Legislation. The Legal Statement shall be signed by the legal representative of the economic operator and in case of an association, separately by each economic operator forming part of the association.

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

- e) The **Technical Offer** of the Bidders, in line with the requirements of article 2.4.3.2 herein.

2.4.3.2 Technical Offer

The sub-envelope bearing the indication “Back-Up Documentation for Participation – Technical Offer” shall necessarily include the Technical Offer of the economic operators, which, at the penalty of disqualification, must meet the requirements stipulated in ATTIKO METRO S.A. documents entitled “Technical Description and Specifications”.

Content of the Technical Offer

The Technical Offer is compiled by filling in the relevant special electronic form of the system. Subsequently, the system produces a relevant electronic file in PDF format, which is digitally signed and is filed by the bidder. The information included in the specific electronic form of the system and in the digitally signed electronic file must coincide.

In addition, the bidder shall attach in a separate electronic file in PDF format, the following data, which must be digitally signed either by the bidder himself (if the bidder is a natural entity) or his legal representative (in case of an association or a joint venture). In any other case, the technical offer is deemed to be unfounded.

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

- a. **Detailed Table of Contents**, which shall contain all data submitted in the Technical Offer.
- b. **Legal Statement of Compatibility**



INVITATION TO TENDER

Economic operators shall accompany their offer with a legal statement certifying that the equipment, the systems and the services to be provided shall fully satisfy the requirements of ELLINIKO METRO S.A. as these are indicated in the document entitled “Technical Description and Specifications”.

c. **Technical Description**

In their Offer, the economic operators shall submit, as a minimum, a summary report, drawings or diagrams including the proposed systems, their architecture, their operation, as well as technical information about the proposed equipment items.

Remarks concerning the Technical Offer

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

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

2.4.4 Content of Folder “Financial Offer”

The Financial Offer electronic sub-folder must include:

- a) The **financial offer of the system**, which is prepared by filling in the respective special electronic form of the system. **It is pointed out that in the special electronic form of the system the Total Value of the Contract (offered), including the Price Re-adjustment amount, must be filled in.** Subsequently, the system creates a relevant electronic file in .pdf format, which is digitally signed and submitted by the bidder. The information contained in the special electronic form of the system and the produced electronic file, which is digitally signed, must coincide.
- b) **ELLINIKO METRO S.A.’s “Financial Offer Form” (Statement and Table of Offer), filled in and attached to a separate electronic file in PDF format, which must be digitally signed** by the bidder itself (in case of a physical entity) or its legal representative (in case of association or joint venture). In any other case, the financial offer is deemed to be unfounded and the participating economic operator **shall be disqualified**.

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

It is stressed that:

- a) **At the penalty of disqualification, Financial Offers to be submitted shall not exceed the estimated value of the contract;**
- b) Any correction, deletion, reference to or, in general, any alteration of the text of the Financial Offer Form and/or comments, conditions, or terms on it, shall be considered as reservations on the terms of the Tender and shall result in the rejection of the Financial Offer of the Bidder who expresses same.

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

The offered amounts shall be expressed in EURO.



INVITATION TO TENDER

2.4.5 Validity Period of the Offers

Economic operators shall be bound by their offers for a time period of **twelve (12) months** upon the day following the ending day for the submission of the offers.

Offers with a validity period less than the one foreseen above shall be rejected as abnormal.

The validity of the Offer can be extended in writing - further to ELLINIKO METRO S.A. pertinent request – prior to its expiry by a maximum time period equal to the aforementioned initial duration and must be accompanied by a respective extension of the participation letter of guarantee validity period, in line with the stipulations of Article 302 paragraph 1 of Law 4412/16 and paragraph 2.2.2.A herein. If a request is submitted by ELLINIKO METRO S.A. for an extension to the validity period of the offer, those offers of the economic operators, who accepted the extension prior to the expiry of their validity period, shall be valid and shall be binding to them for this additional time period.

Upon expiry of the maximum Offer's validity extension time period, the results of the awarding procedure shall be called off, unless ELLINIKO 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 of their validity, ELLINIKO 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 the validity period of the Letter of Guarantee for Participation; the procedure will, then, progress with the economic operators who have proceeded with these actions.

2.4.6 Reasons for Offers Rejection

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

a) which, without prejudice to the provisions of article 310 Law 4412/2016 concerning the supplementation, deviates from *sine qua non* conditions about the compilation and submission / filing of the offer or which is not submitted / filed in due time in the manner and with the content stipulated therein and more specifically in paragraphs 2.4.1 (General Terms for the Submission of Offers), 2.4.2. (Submission manner and time of offers), 2.4.3. (Content of Folders including Back up Documentation for Participation – Technical Offer), 2.4.4. (Content of the Back-up Documentation for Participation, Technical Offer Envelopes, especially as to the terms which have been strictly set, at the penalty of disqualification, in the present Invitation to Tender), 2.4.4. (Content of Financial Offer Folder, Manner of Compilation and Submission of Financial Offers, especially as to the terms which have been strictly set, at the penalty of disqualification, in the present Invitation to Tender), 2.4.5. (Validity Period of the Offers), 3.1. (Unsealing and Evaluation of Offers) and 3.2 (Invitation to Submit Supporting Documentation for the Provisional Contractor) herein;

b) which include incomplete, missing, ambiguous or incorrect information or documentation, including the information in ESIDIS system, if this (information of documentation) cannot be supplemented, corrected, clarified or if, although it could be supplemented, corrected, clarified, the



INVITATION TO TENDER

Bidder did not proceed to any of the above within the prescribed deadline, in line with article 310 of L. 4412/16 and paragraph 3.1.a herein;

c) for which the Bidder did not submit the required explanations within the prescribed deadline, or the explanation provided is not accepted by ELLINIKO METRO S.A., on the basis of paragraph 3.1.a herein and of the stipulations of articles 103 and 310 of Law 4412/16;

d) which is an alternative offer;

e) which is submitted by a Bidder who has submitted two or more Offers; this limitation is valid under the terms of paragraph 2.2.3.4 case c' herein (case c of paragraph 4, article 73 of Law 4412/2016) and, in case of associations of economic operators with common members, as well as in case of economic operators participating either individually or as members of associations;

f) which is a conditional offer;

g) which sets a re-adjustment term;

h) for which the Bidder does not provide, within an exclusive deadline of twenty (20) days further to the relevant Invitation extended to him by ELLINIKO METRO S.A., explanations about the low price or cost proposed in his offer, in case his offer seems unusually low, as compared to the goods, in line with paragraph 1, article 88, L. 4412/16;

i) should it be ascertained that it is unusually low because it does not comply with the applicable obligations stipulated in paragraph 2 of article 18, L. 4412/2016;

j) which deviates from the terms and technical specifications of the Contract, as these have been strictly specified, at the penalty of disqualification, in this Invitation to Tender;

k) which presents omissions as to the back-up documentation required by the Contract conclusion procedure documents, should they are not remedied by the Bidder through submission or supplementation thereof, within the prescribed deadline, in line with articles 103 and 310, L. 4412/2016;

m) if the back-up documentation, stipulated in article 103, L. 4412/2016, submitted by the provisional contractor, do not prove that the disqualification grounds (paragraph 2.2.3 herein) do not apply and that one or more of the requirements for the qualitative selection criteria, as stipulated in paragraphs 2.2.4 up to 2.2.7 about selection criteria, are not fulfilled;

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



INVITATION TO TENDER

3. CONDUCT OF THE PROCEDURE – EVALUATION OF OFFERS

3.1 Unsealing and evaluation of Offers

Through its pertinent Resolution, the BoD of ELLINIKO METRO S.A. appoints the Tender Committee, which shall be responsible to review and opine on all the stages of the contract conclusion procedure, from the unsealing of the offers to the issuance on an opinion on the resolution for the award 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 those issues to arise during the examination of any appeals by the Hellenic Single Public Procurement Authority (HSPPA).

On the date and time stipulated in article 1.5 of this document, the Tender Committee shall proceed with the electronic unsealing of the “Back-up documentation for Participation – Technical Offer” and “Financial Offer” (sub)-folders.

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

Further to the electronic unsealing of the offers, the Tender Committee proceeds with the evaluation of the offers.

More precisely:

a) The Tender Committee initially reviews the submission of the participation letters of guarantee, in line with paragraph 1, article 302, Law 4412/16. In case the Bidder fails to submit the required letter of guarantee for participation (either the digital version, until the end date for the offers' submission, or the original hard copy, until the date and time of the unsealing process), the Tender Committee shall compile a Proceedings whereby it recommends the rejection of the Offer as unacceptable.

Subsequently, ELLINIKO METRO S.A. BoD makes a Resolution, ratifying the aforementioned Proceedings. The resolution about the rejection of the offer – stipulated by the aforementioned clause – shall be issued prior to the issuance of any other resolution regarding the offers evaluation falling under this procedure for the contract award, and shall be communicated to all Bidders by action “On Line Discussions” of the electronic tender in ESIDIS system.

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

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

b) Further to the issuance of the aforesaid resolution, the Tender Committee initially reviews the back-up documentation for participation and it subsequently evaluates the technical offers of the bidders whose back-up documentation was found complete.

The Technical Evaluation of the Technical Offers shall be conducted by the Tender Committee. There shall be no comparative evaluation of the Technical Offers of the bidders and the Tender Committee shall only examine whether the Technical Offers are compliant or not with the Specifications set by ELLINIKO METRO S.A. (**pass/fail system**).

Non-compliance of the Technical Offers with the Specifications shall result in the disqualification of the economic operators from the further tendering process.



INVITATION TO TENDER

The evaluation shall be conducted in line with the terms of this document. The evaluation related procedure is completed once the bidders, the results of the review and the evaluation of the back-up documentation for participation and technical offers are entered into the related Proceedings.

c) Then, the Tender Committee shall proceed to the evaluation of the financial offers of the bidders, whose back up documentation for participation and the technical offer were evaluated as acceptable.

If the offered price is unusually low as compared to the scope of the contract, the economic operators are required by ELLINIKO METRO S.A. – by action “On Line discussion” of ESIDIS system - to explain their offered cost or price, within an exclusive deadline of twenty (20) days as of the communication of the relevant invitation. In this case, articles 88 and 89 of Law 4412/2016 shall apply. If the low price level or the suggested cost is not documented by the information provided, the offer shall be rejected as abnormal.

In the case of equivalent offers, ELLINIKO METRO S.A. selects the Contractor by drawing lots among the economic operators who submitted equivalent offers. The lots are drawn in the presence of the Tender Committee and the concerned economic operators who submitted the equivalent offers.

Subsequently, the Tender Committee shall draft Proceedings where the financial offers shall be registered by the lowest bid order and shall recommend on a well-justified basis the acceptance or rejection of the offers, their classification and the appointment of the provisional contractor and shall submit the subject Proceedings for approval to the BoD of ELLINIKO METRO S.A.

Further to the issuance of the resolution of ELLINIKO METRO S.A. BoD approving the aforementioned Proceedings, the Tender Committee shall call upon in writing the lowest bidder who has been ranked first and who will be awarded the contract (“provisional contractor”) by action “On-Line Discussion” of ESIDIS system to submit the foreseen back-up awarding documentation, as these are described in article 103 Law 4412/2016 and paragraph 3.2 herein on the submission of the backup documentation.

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

In any case, when an offer has been submitted from the beginning, the results of all stages of the awarding procedure, i.e. the Backup Documentation for Participation, the Technical Offer and the Financial Offer, are validated through the awarding decision stipulated in article 105 Law 4412/2016, in accordance with paragraph 3.3 herein, which is issued upon termination of the last stage of the procedure. The above decision is subject to a preliminary appeal before HSPPA, in line with the provisions of article 3.4 herein.

3.1.a Provision of additional information - clarifications on the information & the back-up documentation

ELLINIKO METRO S.A., adhering to the principles of equal treatment and transparency, shall request the economic operators electronically when the information or supporting documentation that must be submitted is or appears to be incomplete or incorrect, including the one in the ESPD, or whenever specific documents are missing - to submit, supplement, clarify or complete the pertinent information or documentation within a deadline not shorter than ten (10) days and not longer than twenty (20) days as from the date on which they were copied on the relevant invitation.

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



INVITATION TO TENDER

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.

It is pointed out that any clarifications/additional information, pursuant to the provisions of this paragraph, shall be requested by the Tender Committee by action “On Line Discussions”, of the sub-system, in accordance with article 310, Law 4412/2016.

It is stressed that, as long as the tender evaluation procedure lasts and until the submission of the Tender Committee's Proceedings to ELLINIKO METRO S.A. BoD for approval, clarifications are requested by the Tender Committee, which (clarifications) are not subject to prior approval by the decision-making body.

In any case, after the completion of the evaluation procedure by the Tender Committee and the transmittal of the relevant Proceedings to the decision-making body, the latter may, at its discretion, request bidders to provide clarifications on certain information data of the offers for which no such request was made, or even on information data on which the Tender Committee has already given its opinion.

The decision-making body reserves the right to refer to the Tender Committee for examination and further clarification any matter which, in its opinion, requires clarification/supplementation.

The aforesaid shall also apply to requests for clarifications/additional information in cases of abnormally low offers, as well as at the stage of the submission of the backup documentation for award of the provisional contractor.

3.2 Invitation to Submit Supporting Documentation for the Provisional Contractor – Qualitative Selection Means of Evidence

Upon completion of the evaluation of the offers, ELLINIKO METRO S.A. shall address an electronic invitation to the bidder who will be awarded the contract (“provisional contractor”) by action “On-Line Discussion” of the electronic tender in ESIDIS system by calling upon the bidder to submit within a ten (10) – day period after the pertinent written notification the legalization documents and the original or the copies of the entire backup documentation, as these are described in paragraph 2.2.9.2 herein, as evidence for the non-existence of reasons of disqualification mentioned in term 2.2.3 of the Invitation, as well as for proving adherence to the qualitative selection criteria presented in paragraphs 2.2.4 – 2.2.8 herein.

Within the aforesaid deadline, the provisional contractor may submit a request to ELLINIKO METRO S.A. for an extension to the deadline, accompanied by evidence of the application for the provision of the provisional contractor's backup documents. In this case, ELLINIKO METRO S.A. shall extend the deadline for the submission of such documents, for as long as it is required for their issuance by the competent public authorities.

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

Within the deadline foreseen for the submission of the backup documentation for the award and until the third working day – at the latest – as of the end day for the electronic submission of the aforesaid back up documentation, the economic operator shall submit at his own care to ELLINIKO METRO S.A. the data and back up documentation in a printed format (either as originals or certified photocopies) and in a sealed envelope where the sender, the data of the Tender and the Tender committee as recipient shall be shown, in line with paragraph 2.4.2.5 herein.

The aforementioned documents shall be filed to the Document Control Centre of ELLINIKO METRO S.A. **by 15:00** in hard copy in a sealed envelope bearing the indication “**Awarding back-**



INVITATION TO TENDER

up Documentation”. This envelope shall be accompanied by a **cover letter placed inside the envelope** for being assigned a protocol number once received.

If the aforesaid back up documentation is not submitted or if it is ascertained that deficiencies exist in the submitted back up documentation, the Tender Committee shall call upon the provisional contractor by action “On Line Discussion” to submit the missing back-up documentation or to supplement the documentation already submitted or to provide clarifications in the sense of article 310, Law 4412/16, within ten (10) days upon communication of the relevant invitation addressed to him.

The provisional contractor may submit by action “On Line Discussion” of the electronic tender in ESIDIS system a request before ELLINIKO METRO S.A. for the extension to the aforementioned deadline for the submission of clarifications – additional information, accompanied by back up documents proving that he has applied for the provision of these back up documents related to the provisional contractor. Then, ELLINIKO METRO S.A. shall extend the backup documents submission deadline for as long as it takes for the competent public authorities to provide the subject documentation.

This provision also applies upon ELLINIKO METRO’s request for submission of the back-up documentation during the procedure related to the evaluation of offers and prior to the awarding stage too, in implementation of the first clause of paragraph 5, article 79, Law 4412/16, in adherence to the principles of equal treatment and transparency.

The offer of the provisional contractor is rejected, the participation letter of guarantee shall become payable in favour of ELLINIKO METRO S.A., and the tender shall be awarded to the bidder whose most advantageous offer comes next, in strict adherence to the aforementioned procedure, if:

i) during the pertinent review of the aforesaid back-up documentation, it is ascertained that the information declared through the ESPD is intentionally deceptive or that false back-up documentation has been submitted, or

ii) the required originals or photocopies of the aforesaid back-up documentation fail to be submitted with the prescribed time period, or

iii) the back-up documentation submitted lawfully and in due time do not prove that there are no disqualification reasons– by virtue of paragraph 2.2.3 (reasons for disqualification) or that one or more of the qualitative selection criteria requirements are fulfilled in line with paragraphs 2.2.4 – 2.2.8 (qualitative selection criteria) herein.

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

If none of the bidders submitted a true or accurate declaration **or** failed to submit even one or more than one of the required documents and back-up documentation or failed to prove that: a) they are not in the any of the states specified in paragraph 2.2.3 herein and b) they meet the relevant qualitative selection criteria, in line with paragraphs 2.2.4 – 2.2.8 herein, the contract conclusion procedure shall be cancelled.

The procedure related to the review of the above back up documentation shall be completed upon



INVITATION TO TENDER

the compilation of Proceedings by the Tender Committee, stating that the back-up documentation have been supplemented in line with the above requirements. The subject Proceedings shall be submitted for approval to the BoD of ELLINIKO METRO S.A.

ELLINIKO METRO S.A. shall either award or cancel the contract, in line with the provisions of articles 316 and 317 of Law 4412/2016.

3.3 Procedure for the Award – Signing of the Contract

3.3.1 Award Procedure

3.3.1.a The results of the review of the above back up documentation and the recommendation of the Tender Committee shall be ratified by the awarding resolution of ELLINIKO METRO S.A. BoD that will incorporate the resolution approving the proceedings stipulated in cases a and b, paragraph 2, article 100 of law 4412/2016 (about the evaluation of the backup documentation for participation, the technical offer and the financial offer).

ELLINIKO METRO S.A. shall copy, by action “On Line Discussions”, to all economic operators who participated in the awarding process, except to those who have been definitely disqualified - by virtue of paragraph 1, article 72, Law 4412/2016 - the resolution for the award – which shall necessarily make reference to the deadlines for suspending the contract award, by virtue of articles 360 – 372 Law 4412/2016 - along with a copy of all proceedings pertaining to the procedure for the review and evaluation of the offers and shall post on the “Electronic tender attachments” the documentation involving the provisional contractor.

Following issuance and communication of the awarding resolution, bidders shall be copied on the remaining bidders participating in the procedure as well as of the documentation they submitted at the care of ELLINIKO METRO S.A..

Preliminary appeals can be filed against the aforesaid awarding resolution before the Hellenic Single Public Procurement Authority - HSPPA, as per paragraph 3.4 herein. No other administrative appeal can be filed against the above resolution.

3.3.1.b. The awarding resolution becomes definitive if the following preconditions apply on a cumulative basis:

- a) the awarding resolution has been copied to all economic operators not definitively disqualified, in line with the provisions of the previous paragraph,
- b) If the deadline for filing preliminary appeals elapses idle or in the event that a preliminary appeal is filed, the deadline for filing an application for suspension and annulment of the resolution of the Hellenic Single Public Procurement Authority - HSPPA elapses idle and if an application for suspension of the resolution of the Hellenic Single Public Procurement Authority - HSPPA is filed, a resolution is issued on the application, under the reservation of a temporary order, in line with the stipulations of the last clause of article 372, Law 4412/2016,
- c) the pre-contractual audit has been successfully completed by the Court of Auditors, in line with articles 324 to 327 of Law 4700/2020 (Α' 127), if required,
- d) The provisional contractor submits, further to the relevant invitation of ATTIKO METRO S.A., a legal statement by action “On Line Discussion” of the sub-system. In the legal statement, to be signed in line with the provisions of article 79A of Law 4412/16, it shall be ascertained that there have been no subsequent alterations to the contractor in the sense of article 104, Law 4412/16 and only in the event of a review prior to the conclusion of the contract or that a preliminary appeal against the awarding resolution has been filed. The legal statement shall be reviewed by ELLINIKO METRO S.A. and reference shall be made to it in the agreement. If subsequent alterations are stated, then the subject statement shall be reviewed by the



INVITATION TO TENDER

Tender Committee, which shall present its recommendation before the BoD of ELLINIKO METRO S.A..

3.3.2 Signing of the Contract

Upon finalization of the awarding resolution, ELLINIKO METRO S.A. shall call upon the contractor - by action “On-Line Discussion” of the electronic tender in ESIDIS system - 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 invitation addressed to him. The contract is considered concluded upon notification of the invitation specified in the above clause to the Contractor.

If the contractor fails to present himself to sign the aforesaid agreement within the deadline set without prejudice to objective reasons of force majeure, he shall be declared forfeited, his letter of guarantee for participation in the tender shall become payable in favour of ELLINIKO METRO S.A. and in effect shall be exactly the same procedure as above concerning the bidder, who submitted the next most advantageous offer from a financial point of view. If none of the bidders present themselves for signing the agreement, the awarding procedure shall then be cancelled, in line with paragraph 3.5 of this Invitation. In this case, ELLINIKO 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.

ELLINIKO METRO S.A. reserves the right not to proceed with the award of the tender and to cancel it (in line with article 3.5 herein). This shall in no case constitute an obligation on the part of ELLINIKO METRO S.A. to compensate any of the interested parties whatsoever.

If ELLINIKO METRO S.A. fails to address a special invitation for the signing of the agreement, 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.

The contract shall be signed - on the part of the Contractor - by his representative duly authorized to this end already since the agreement award stage - should he be legally authorized to this end - who shall initial and stamp each page of the contract conclusion procedure documents. The contract to be concluded with associations shall be signed by the Legal Common Representative appointed during the submission of the offer on condition that he is legally authorized to this end.

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

- The Good Performance Letter of Guarantee, in line with article 2.2.2.B herein and article 10.3 of the Conditions of Contract.
- The Certificate issued by the Insurance Companies for the insurance coverage of the contract, in line with the stipulations of article 28.1 of the Conditions of Contract.

The original insurance policies shall be provided by the Contractor within a deadline of fifteen (15) calendar days upon contract signing together with the receipt of payment of the first instalment of the premium.

- The Contractor must also appoint - by decision of its pertinent statutory body - his representative 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,



INVITATION TO TENDER

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 of the statutory instrument of each member on the establishment of a 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/Consortium before ELLINIKO METRO S.A. for any issue related to the execution of the contract.
- c) appointment of a natural entity as joint representative of the Joint Venture/Consortium before ELLINIKO METRO S.A. throughout the execution of the contract.
- 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 represent the Joint Venture and to bind those participating in the joint venture before ELLINIKO 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 ELLINIKO METRO S.A. and his Deputy.

The notary act for the establishment of the Consortium or the resolution of the statutory instrument of each member of the Joint Venture **shall be accompanied by statements of acceptance of their appointment by the representative and his deputy**. The appointment of the representative and his deputy the acceptance statements 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 **sub-contracting work**, during the signing of the Contract, the Contractor must report to ELLINIKO METRO S.A. the name, the details and the legal representatives of his sub-contractors, provided that they are known on that specific time period and submit the Subcontracting Contract.

Prior to the contract signing, the legal statement 20977/23-08-2007 (B' 1673), provided for in the Joint Decision of the Ministers of Development and State “Back-up Documentation for keeping the logs foreseen by Law 3310/2005, as amended through Law 3414/2005” shall be filed.

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

3.4 Preliminary Appeals/ Provisional and Final 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 ELLINIKO 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 ELLINIKO METRO S.A., specifying in detail the legal and actual complaints justifying its request.



INVITATION TO TENDER

In case of an appeal against an act, on the part of ELLINIKO 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
- (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 ELLINIKO 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 deadlines as regards to 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.

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

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

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

Once the preliminary appeal is filed, according to the previous paragraphs, ELLINIKO 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,



INVITATION TO TENDER

ELLINIKO METRO S.A. may present an initial or supplementary justification in order to defend itself as regards the contested act against which the appeal was filed.

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

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

Filing of preliminary appeal constitutes the prerequisite for filing the means of redress pertaining to the application for suspension and to the application for cancellation – per article 372 Law 4412/2016 – against the legal acts or omissions of the part of ELLINIKO 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 Hellenic Single Public Procurement Authority – HSPPA decision and its cancellation before the responsible Administrative Court. The same is valid in case of tacit rejection of the preliminary appeal by the Hellenic Single Public Procurement Authority - HSPPA. ELLINIKO METRO S.A. is also entitled to file the same means of redress if the Hellenic Single Public Procurement Authority – HSPPA accepts the preliminary appeal. Using the same means of redress Moreover, the Party, whose 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 the Hellenic Single Public Procurement Authority – HSPPA , the legitimacy of all acts or omissions on the part of ELLINIKO 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 Hellenic Single Public Procurement Authority – HSPPA or the content of its decisions. Should it file the application foreseen in paragraph 1, article 372 L. 4412/2016, ELLINIKO 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 Hellenic Single Public Procurement Authority - HSPPA, to ELLINIKO 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



INVITATION TO TENDER

unacceptable. The operative part of the court decision shall be issued within fifteen (15) days following the discussion of the application or 15 days as of the deadline for the submission of memoranda.

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

If the interested party did not apply for or if the party applied unsuccessfully for the suspension and the contract was concluded and its execution was completed prior to the discussion of the application, 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 ELLINIKO 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.

3.5 Annulment of the Procedure

Further to the BoD's Resolution justified and the opinion of the Tender Committee, ELLINIKO METRO S.A. shall or can annul the contract awarding procedure or part thereof in the following cases: a) If the procedure was fruitless (unproductive) either due to the non-submission of offers, as well as

b) if no one of the Bidders come to sign the contract, within the specified deadline, in accordance with the case of the second part of paragraph 7 of article 105 Law 4412/16 on the award and conclusion of a contract.

Moreover, ELLINIKO METRO S.A. can annul the awarding procedure based on a special justified resolution made by ELLINIKO METRO S.A. BoD further to the Tender Committee opinion, in the following cases, namely:

- a) for irregular conduct of the tender awarding procedure, unless it can remedy the error or omission in accordance with paragraph 3, article 106
- 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 normally executed due to force majeure
- d) if the selected offer is deemed to be financially disadvantageous
- e) in the event that paragraphs 3 and 4, article 97, Law 4412/16 concerning the validity period of the offers apply
- f) for other imperative reasons of public interest, especially as regards public health or protection of the environment.

If errors or omissions are noted at any stage of the procedure, the BoD of ELLINIKO METRO S.A., further to the opinion of the Tender Committee, may cancel in part the procedure or to reform



**“Design, Procurement, Installation and Commissioning
of the Automatic Fare Collection System for the
Extension of Thessaloniki Metro to Kalamaria”**

**RFP-456/24
Α.Σ: 185212**

INVITATION TO TENDER

accordingly its result or to decide that the procedure is repeated from the point where an error or omission was noted.

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

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



INVITATION TO TENDER

ANNEXES

ANNEX A

SAMPLE A.1 LETTER OF GUARANTEE FOR PARTICIPATION

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

Ημερομηνία έκδοσης:

Προς: (Πλήρης επωνυμία Αναθέτοντος Φορέα¹)
.....

(Διεύθυνση Αναθέτοντος Φορέα²)
.....

Εγγύηση μας υπ' αριθμ. ποσού ευρώ³.

Έχουμε την τιμή να σας γνωρίσουμε ότι εγγυόμαστε με την παρούσα επιστολή ανέκκλητα και ανεπιφύλακτα παραιτούμενοι του δικαιώματος της διαιρέσεως και διζήσεως μέχρι του ποσού των ευρώ⁴ υπέρ του:

- (i) [σε περίπτωση φυσικού προσώπου]: (ονοματεπώνυμο, πατρώνυμο)
....., ΑΦΜ: (διεύθυνση), ή
- (ii) [σε περίπτωση νομικού προσώπου]: (πλήρη επωνυμία)
....., ΑΦΜ: (διεύθυνση), ή
- (iii) [σε περίπτωση ένωσης:] των φυσικών/νομικών προσώπων
- α) (πλήρη επωνυμία), ΑΦΜ: (διεύθυνση)
- β) (πλήρη επωνυμία), ΑΦΜ: (διεύθυνση)
- γ) (πλήρη επωνυμία), ΑΦΜ: (διεύθυνση)
- (συμπληρώνεται με όλα τα μέλη της ένωσης)

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

Η παρούσα εγγύηση καλύπτει μόνο τις από τη συμμετοχή στην ανωτέρω απορρέουσες

¹ Όπως ορίζεται στα έγγραφα της σύμβασης.

² Όπως ορίζεται στα έγγραφα της σύμβασης.

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

⁴ Όπως υποσημείωση 3.



INVITATION TO TENDER

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)



INVITATION TO TENDER

ΥΠΟΔΕΙΓΜΑ Α.2/ SAMPLE A.2 PARTICIPATION LETTER OF GUARANTEE

Issued by (Full name of the Credit Institution)

...../ T.M.E.Δ.E.

Date of issuance:.....

To: (Full name of the Awarding Body⁵)

.....

(Address of the Awarding Authority⁶)

.....

Our Guarantee no.against the amount of euro⁷.

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 euro⁸ in favor of:

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

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

(iii) [in case of an Association of Persons or Economic Operators]: of physical/ legal entities

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

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

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

(fill in all Members of the Association)

individually and for each one of the above and jointly and severally liable in their capacity as members of the Association of Persons or Economic Operators for its/their participation, in accordance with ELLINIKO METRO S.A. Invitation to Tender (number) for the appointment of a Contractor for the award of a Contract:

“(title of Contract).....”.

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

The aforementioned amount remains at your disposal and shall be paid in full or in installments. Payment shall be made without disagreement, dispute or objection of any kind on our part, without

⁵ As specified in the Contract documents.

⁶ As specified in the Contract documents.

⁷ The amount of the Letter of Guarantee for participation in the tender is set in the Documents for the Contract conclusion procedure against a specific amount, it is written in full and in numbers in brackets.

⁸ See footnote 3.



**“Design, Procurement, Installation and Commissioning
of the Automatic Fare Collection System for the
Extension of Thessaloniki Metro to Kalamaria”**

**RFP-456/24
Α.Σ: 185212**

INVITATION TO TENDER

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)