



ATTIKO METPO A.E.

**TITLE OF THE TENDER: “PROCUREMENT AND INSTALLATION OF THE BUILDING AUTOMATION AND CONTROL SYSTEM (BACS) OF PHASE A’ OF THE EXTENSION TO PIRAEUS”
RFP-370/19 A.Σ. 75588**

FUNDING: The Supply is co-funded by the OP – Transport Infrastructure, Environment and Sustainable Development in the framework of the National Strategic Reference Framework (NSRF) 2014-2020 and the Act “ATHENS METRO EXTENSION – HAIDARI PIRAEUS AND ATHENS METRO TRAIN SETS – COMPLETION OF CONSTRUCTION AND COMMISSIONING – PHASE B”

Project included into the Public Investment Program (Project No. 2016ΣΕ27110016)

INVITATION TO TENDER



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 <p>ΑΤΤΙΚΟ ΜΕΤΡΟ Α.Ε.</p>	<p>PROJECT: “PROCUREMENT AND INSTALLATION OF THE BUILDING AUTOMATION AND CONTROL SYSTEM (BACS) OF PHASE A’ OF THE EXTENSION TO PIRAEUS”</p> <p>INVITATION TO TENDER</p>	<p>RFP-370/19</p> <p>A.Σ. 75588</p>
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Article 25 Publicity

APPENDICES

APPENDIX (A)


SAMPLE A.1: Participation Letter of Guarantee in Greek

SAMPLE A.2: Participation Letter of Guarantee in English

APPENDIX (B)

SAMPLE B.1: GDPR Statement of consent in Greek

SAMPLE B.2: GDPR Statement of consent in English

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ARTICLE 1 INTRODUCTION – AWARDING AUTHORITY INFORMATION

1.1 ATTIKO METRO A.E. (henceforth called AM) was established via Article First of Law 1955/91. AM purpose, which is determined via Article 2 of Article Second of Law 1955/91, as this is amended through article 35 of L. 3202/03 (and articles 121 and 145 of Law 4070/12 is the design, construction, running, operation and development of the Urban Railway Network of Attica and Thessaloniki Region and, in general, of the Electric Railway of Attica and Thessaloniki Region (with the exception of OSE Railway Network) as well as of the TRAMWAY network in whole Greece.

AM announces an international electronic Tender based on the open procedure and invites all interested economic operators to submit offers, in accordance with the stipulations of this Invitation to Tender and its associated documents for the selection of a Contractor responsible for the Supply of the building automation and control system (BACS) of Phase A’ of the Metro Extension to Piraeus.


1.2 The Awarding Authority, Owner of the Supply and Employer for the Contract to be concluded is AM.

Title	ATTIKO METRO S.A.
Postal Address	191-193 Messogion Avenue,
City	Athens
Postal Code	11525
Contact Person	Aikaterini Saiti
Tel. No.	210 - 6792473
Fax No.	210 – 6726126
Geographical area of the Agency (NUTS)	EL 30
Geographical area for the execution of the contract	EL 30

1.3 The Contract for the execution of the Supply shall be concluded between AM and the Bidder to be appointed as the Contractor following the conduct of the Tender procedure.

ARTICLE 2 SCOPE – CODE CPV

2.1 The scope of the Project includes the supply, design, installation and commissioning of a Building Automation and Control System (BACS) for Phase A’ of the Athens Metro Extension to Piraeus, which includes the first three (3) stations, namely AGHIA VARVARA, KORYDALLOS and NIKEA. The BACS system shall monitor and control the

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ventilation system of the tunnels, the HVAC system and the building electromechanical systems in Stations, ventilation shafts and tunnels of Phase A’ of the Extension to Piraeus both locally from the workstation in the Station Master Room (SMR), in each Station and centrally from the existing functional workstations in the Operation Control Center (OCC) at SYNTAGMA, as well as from the maintenance workstation located in Sepolia area.

- 2.2** In more detail, the scope of works and the technical requirements are included in the documents entitled “Technical Description” and Design, Performance, Material and Workmanship Specifications”.
- 2.3** The CPV Code for the Contract is: 48151000-1 “Computer-aided Control System”.

ARTICLE 3 TITLE OF THE TENDER


The title of the Tender is: **“Procurement and Installation of the Building Automation and Control System (BACS) of Phase A’ of the Metro Extension to Piraeus”**. This title, accompanied by the reference code **RFP-370/19**, shall be shown on all Envelopes and Sub-envelopes of the Offers and, in general, on all documents to be submitted within the framework of this Tender.

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

- 4.1** The Tender shall be conducted electronically through the web portal www.promitheus.gov.gr of E.S.I.D.I.S. - National Electronic Public Procurement System, it shall be based on the open procedure in accordance with article 264 of Law 4412/16.

The Bidders shall submit their offers, in line with the provisions of the Tender Documents.

- 4.2** The Tender shall be conducted as per Law 4412/16 (FEK A’ 147/08.08.2016) and the stipulations of Directive 2014/25/EU “about the procurement by entities operating in the water, energy, transport and postal services sectors (E.U. L 94/243/28.03.2014).
- 4.3** **The criterion for the Contract award shall be the most advantageous offer, in financial terms, on the basis of the price offered, in accordance with article 311, Law 4412/16.**

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ARTICLE 5 DEADLINES FOR THE DELIVERY OF THE SUPPLY

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

Scope	Delivery Contract Period (in calendar days)
Phase A’ (Section A): Beginning of the Project (K.P. 1+418) up to and including NIKEA Station (AGHIA VARVARA, KORYDALLOS and NIKEA Stations)	
Completion of the design, procurement, installation, testing and commissioning of the buildings automation and control system (BACS) of Phase A’ of the Line 3 Metro Extension to Piraeus, and specifically for: Aghia Varvara, Korydallos and Nikea Stations, in the tunnel from the beginning of the extension (KP 1+148) up to Nikea Station, in Taxiarchon Shaft, as well as in the remaining shafts belonging to this section.	150

More detailed data about the time schedule and the relevant obligations of the Contractor are quoted in articles 8 and 9 of the Conditions of Contract.

ARTICLE 6 ESTIMATED BUDGET - ADVANCE PAYMENT - FUNDING


6.1 The Contract Scope overall estimated Budget amounts to **eight hundred forty thousand (840,000.00 €) EURO (VAT not included)**. Bidders shall prepare and submit his Financial Offer, based on the aforementioned budget.

The estimated budget is binding and must not be exceeded by bidders.

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

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

6.4 Provision is made for an **interest-bearing Advance Payment** to the Contractor equal to **twenty percent (20%) on the Contract price, VAT excluded**. This advance payment shall be optional. The said advance payment shall be provided upon the Contractor’s request, as foreseen in detail in article 10.1 of the CC.

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- 6.5** The Advance Payment shall be amortized, in line with article 10.1 of the CC.
- 6.6** Upon granting the Advance Payment to the Contractor, payments of the Contractual Price shall be effected, in accordance with the provisions of article 10, paragraph 2 of the document entitled “Conditions of Contract”.
- 6.7** The Contractor shall bear all taxes, duties, retention, etc., as per the Greek Legislation and article 10 of the CC.
- 6.8** The Contract shall be funded by the Transport Infrastructure, Environment and Sustainable Development OP in the framework of the NSRF 2014-2020 and the Act “EXTENSION OF THE ATHENS METRO – HAIDARI – PIRAEUS SECTION & ATHENS METRO TRAINS – COMPLETION OF THE CONSTRUCTION AND COMMISSIONING – PHASE B” (No. of the Project 2016ΣΕ27110016).


ARTICLE 7 ELIGIBLE TO PARTICIPATE

- 7.1** Acceptable to the Tender shall be individual economic operators and individual companies or associations thereof that are established:
- a) in a member – state of the European Union;
 - b) in a member – state of the European Financial Area (EFA), or
 - c) in third countries which do not fall under the aforementioned cases and have signed and ratified the Public Procurement Agreement (PPA), to the extent that the contract under award is covered by Annexes 1, 2, 4 and 5 and the general notes of Appendix I of the aforesaid PPA, or
 - d) in third countries that do not fall under the above items and have concluded a bilateral or multilateral agreement with the European Union;

AND

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

- 7.2** Each Economic Operator shall be eligible to participate in the Tender either individually or as a member of only one association. **In any**

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other case, all associations, in which the common member participated, shall be disqualified from the tendering procedure.

In view of participating in the Tender procedure, the economic operators in the form of associations . However, the association to be selected - if awarded the contract – is obligated to submit to AM the Notary Act concerning the establishment of a Joint Venture or Consortium.

In case the association is appointed as Contractor, its legal form must be such as to ensure that the aforesaid association (e.g. Joint Venture established through a Notary Act) has a single Tax ID Number.

In any case, the legalizing documents related to the establishment should prove that each member of the Association is jointly and indivisibly liable before AM for the execution of the contract,


ARTICLE 8 PARTICIPATION LETTER OF GUARANTEE – GOOD PERFORMANCE AND GOOD OPERATION LETTERS OF GUARANTEE

8.1 General Terms

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

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

It is stressed that AM shall check the validity of the Participation Letters of Guarantee by transmitting a pertinent letter to the Credit Institutions, for this organization to verify in writing the validity of the subject LoG. In case the aforementioned checking shows that an invalid, false or forged Letter of Guarantee for Participation in the Tender has been submitted, then the Bidder shall be **disqualified** from the Tender, and a criminal complaint shall be filed to the District Attorney. This checking shall be also performed in the case of the Good Performance Letter of Guarantee has been submitted, and if this checking shows that an invalid, false or forged Letter of

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Guarantee for Participation in the Tender has been submitted, then the Contractor shall be **declared forfeited**.

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

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

8.2 Participation Letter of Guarantee


8.2.1 For participating in the Tender, along with their Offer, the Bidders shall submit a Participation Letter of Guarantee against an amount of **16,800.00 EURO**. The amount of the Letter of Guarantee corresponds to **two percent (2%)** of the estimated value of the contract, VAT excluded.

8.2.2 If the Offer is submitted by a suppliers association, the Participation Letters of Guarantee must be common in favour of all members. In this case, more than one Letters of Guarantee can be issued, which shall cumulatively cover the total amount of the Guarantee, provided that each of these Letters of Guarantee is issued in favour of all the members of the suppliers association and not in favour of separate individual members.

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

8.2.4 The participation letter of guarantee must be valid for at least thirty (30) days upon the expiry of the offer’s validity period stipulated in article 11.6 herein, i.e. for a time period of **390 days** as of the expiry of the deadline for the submission of the offers; otherwise the offer shall be rejected. Prior to the offer’s expiry date, AM may request the Bidder to extend the duration of the validity of both his offer and his participation letter of guarantee, before their expiry.

8.2.5 In case the aforementioned Letter of Guarantee for Participation does not comply with the above, then the Tender Committee shall call upon the Bidder to submit a Letter of Guarantee in line with the Sample, within a deadline to be determined by the Committee.

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Bidders not complying with the aforesaid invitation of the Committee shall be disqualified from the Tender.

8.2.6 Offers not accompanied by Letters of Guarantee for Participation in the Tender, as specified above, shall not be accepted. Bidders not complying with the above shall be **disqualified** from the Tender.

8.2.7 The Participation Letter of Guarantee shall be returned interest-free to the nominated Contractor upon the Contract signing and upon the submittal by the nominated Contractor of the required Good Performance Letter of Guarantee.

Moreover, the Participation Letter of Guarantee shall be returned to the remaining Bidders, at their written request,

- (a) if the deadline for filing an appeal elapses idle or further to the issuance of a resolution on an appeal filed against the awarding resolution, and
- (b) if the deadline for filing legal remedies for a provisional judicial protection elapses idle or further to the issuance of a resolution on them, in accordance with the applicable provisions.


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

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

8.2.8 The Letter of Guarantee for Participation **becomes payable** if the Bidder withdraws his Offer during its validity period, if he provides false data and information or, even though invited, he does not show up to sign the Contract within the deadline set by AM or if he does not submit the required Good Performance Guarantees and/or documents or if he does not adhere to the stipulations of articles 21 and 22 of this Invitation.

8.3 **Good Performance Letter of Guarantee**

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

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8.4 Good Operation Letter of Guarantee

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

ARTICLE 9 PROVISION OF TENDER DOCUMENTS - CLARIFICATIONS

9.1 The Tender Documents are posted in E.S.ID.I.S web portal www.promitheus.gov.gr and shall be as follows:


- a) European Single Procurement Document
- b) The present Invitation to Tender
- c) The Financial Offer Form
- d) The Conditions of Contract
- e) The document entitled “Technical Description”
- f) The document entitled “Design, Performance, Materials & Workmanship Specifications”
- g) The Drawings of AM’s Design
- h) The document entitled “Information Data – Technical Description of the installed building automation and control system (BACS) in the stations of the extensions”.

In addition, the Tender documents are posted in ATTIKO METRO (AM)’s web page www.ametro.gr; in addition, information about the Tender is provided by Mrs. A. Saiti (tel. no. 210-6792351 / 210-6792473), in working days from 09.00 to 15:00hrs.

9.2 Prior to the submission of their offers, bidders are given the option to **submit questions** and request clarifications related to the documents of the Tender electronically in the web site for this specific tender through E.S.ID.I.S web portal www.promitheus.gov.gr by **28.06.2019 at 11:00**.

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

AM shall collect all questions through the website and will issue a **Clarifications Document** which shall be posted in E.S.ID.I.S web portal by **09.07.2019** at the latest **at 11:00**. Please note that answers

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will be provided only to questions that have been submitted electronically.

The Clarifications Document can also include enhancements, supplementing information or clarifications on the terms of this Invitation, as it might be required. The clarifications of the aforesaid Document complement the Tender Documents; they are integrated therein and constitute 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 shall not be binding for AM. The Bidders shall take into account only the content of the Tender Documents, the Clarifications Document to be issued by AM and the relevant official correspondence.

ARTICLE 10 DEADLINES FOR THE SUBMISSION OF OFFERS AND ELECTRONIC UNSEALING


- 10.1** The deadline for the submission of the offers expires on **15.07.2019 at 11.00 hours**. Overdue submission of the offers shall entail the disqualification of the Bidder, even if the delayed submission is due to force majeure.
- 10.2** **Electronic unsealing** of the Sub-Envelope “Participation Back-Up Documentation – Technical Offer” shall be effected on **16.07.2019 at 11:00** hours.
- 10.3** **Electronic unsealing** of the Sub-Envelope “Financial Offer” shall be effected on the date and at the time to be set by AM.

ARTICLE 11 ELECTRONIC SUBMISSION AND CONTENT OF THE OFFER FOLDER

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

At the penalty of disqualification bidders shall submit their offers together with their accompanying documents in Greek in pdf format at the web portal www.promitheus.gov.gr of E.S.I.D.I.S by the deadline and time stipulated in article 10.1 herein, and in an electronic file of the sub-system, in line with the provisions of Decision No. 56902/215/02.06.17 of the Ministry of Economy and Development.

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

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11.2 In order to participate in the subject procedure, the interested economic operators must possess an approved digital signature or an advanced digital signature based on the approved certificate granted to them by an approved authority certified to provide digital signatures and register into the electronic system (ESIDIS – Web Portal www.promitheus.gov.gr) following the registration procedure in accordance with paragraph 5 of the aforesaid Decision.

By exception, foreign economic operators are not obliged to sign the back up documentation stipulated herein using an advanced electronic signature; instead, they can authenticate this documentation by any other appropriate means, should the use of advanced digital signature in public contracts related procedures is not mandatory in their country of origin. In these cases, the offer shall be accompanied by a legal statement certifying that the use of advanced digital signature is not foreseen in the country of origin or that the use of advanced digital signature for participation in public contracts related procedures is not mandatory in the country of origin. The said legal statement shall bear the subject signature up to ten (10) days prior to the final deadline for the offers’ submission.


11.3 The **content** of the electronic file of the offer shall be set as follows:

(a) One (Sub)envelope* bearing the indication “Back-Up Documentation for Participation – Technical Offer”; (it shall contain information required in line with articles 14 and 15 of this Invitation). **At the penalty of disqualification**, information and back-up documentation of the subject Sub-envelope shall be submitted by bidders in pdf format,

And

(b) One (Sub)envelope (sub-folder)* bearing the indication “Financial Offer”; (it shall contain the information duly filled in, according to article 16 of this Invitation).

In the relevant field of the sub-system, when preparing his offer, Bidders shall indicate any confidential information, as per the stipulations of article 257 of Law 4412/2016. In this case, in the pertinent sub-folder (category), the Bidder shall submit a justification in the form of a digitally signed .pdf file and shall explicitly refer to all relevant law provisions or administrative acts imposing the confidentiality of the specific information, attaching same (justification) to his electronic offer. Information regarding unit prices, offered quantities and financial offer are not characterized as confidential. In case information is submitted in ZIP files, the Bidder must submit the part of information that he wishes to indicate as confidential, in line


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with the above, in separate .pdf electronic files of or in a separate ZIP file.

11.4 At the penalty of disqualification and within **three (3) working days** upon electronic submission of the aforesaid information data and back up documentation, Bidders must submit to AM, in printed form and in a sealed envelope the information data contained in the electronic offer, which (data) must be submitted in originals, in line with Law 4250/2014. The subject information data and back up documentation are for example the Participation letter of guarantee, the original documents which have been issued by private entities and are not ratified by Lawyers, as well as documentation bearing the Hague stamp (Apostile). It is stressed that the obligation stipulated above is not in effect for guarantees issued electronically (e.g. TMEDE guarantees).

If private documents are submitted along with the offer, these shall be made acceptable in the form of a simple photocopy should they be accompanied by a Legal Statement certifying their accuracy and bearing a signature after the initiation procedure for the conclusion of the contract (i.e. after the transmission of the invitation to the Official Journal of the European Union)

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


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<p>INDIVIDUAL PARTICIPATION SUPPORTING DOCUMENTS IN PRINTED FORM – TECHNICAL OFFER</p> <p>Title of the Bidder</p> <p>FOR THE TENDER:</p> <p>“PROCUREMENT AND INSTALLATION OF THE BUILDING AUTOMATION AND CONTROL SYSTEM (BACS) OF PHASE A’ OF THE METRO EXTENSION TO PIRAEUS”</p> <p>(Reference Code RFP-370/19)</p> <p>To: ATTIKO METRO A.E. 191-193 Messogion Av. 115 25 - Athens</p> <p>Attention: TENDER COMMITTEE</p> <p>###NOT TO BE OPENED BY DOCUMENT CONTROL OFFICE###</p>

- 11.5** The offers shall be submitted in Greek, which shall be the official language of the Contract, as per article 23 herein.
- 11.6** Offers shall be valid and shall bind the bidders for **three hundred and sixty (360) days** upon the day that follows the deadline for the submission of the offers.
- The validity of the offer can be extended further to AM's pertinent request and on condition that the bidder provides its consent for the time period deemed necessary for the completion of the tendering process. Any offers including an expiry date earlier than the aforementioned one, shall be rejected as unacceptable.
- 11.7** The submission of alternative offers or offers for part of the contract scope shall not be allowed. Each bidder can submit only one offer.
- 11.8** Participation in the Tender presupposes that the Bidder is fully cognizant of the terms of this Invitation and of the remaining information and that he accepts same without any reversion.

ARTICLE 12 REASONS FOR DISQUALIFYING THE ECONOMIC OPERATOR

Each economic Operator **is disqualified** from participating in this procedure related to the conclusion of the contract, if it is proven that one or more of the reasons mentioned below is in effect as concerns as entity (for individual physical or legal entities) or for any of the

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members of economic operators’ associations (for economic operators’ associations), namely:

12.1 Each economic operator **is disqualified** from participating in this procedure related to the conclusion of the contract if it is proven or if it comes to the awarding authority’s knowledge– by other means – that there is a final decision against the economic operator for any of the reasons stipulated in paragraphs 12.1.1 up to 12.1.6.

Especially, in cases 12.1.1 up to 12.2.6 the obligation for the economic operator to be disqualified from the subject procedure shall be also in effect when the person convicted by a final judgment is a member of the administrative, management or supervisory body of that economic operator or has powers of representation, decision or control therein. The aforesaid obligation is in effect as follows:


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

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


12.1.1 Participation in a criminal organization, as this is defined in article 2 of the Council Framework Decision 2008/841/JHA dated October 24th 2008, on the fight against organized crime.

12.1.2 Bribery, as this is defined in article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union (EE C 195 dated 25.06.1997 page 1) and in paragraph 1, article 2 the Council Framework Decision 2003/568/JHA dated July 22nd 2003 on combating corruption in the private sector (EE L 192 dated 31.07.2003, page 54), and as stipulated in the applicable legislation or in the national law of the economic operator.


12.1.3 Fraud, in the sense of article 1 of the Convention on the protection of the European Communities’ financial interests (EEC 316 dated 27.11.1995, page 48), which was ratified by law 2803/2000 (A’ 48).

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- 12.1.4 Terrorist offences or offences linked with terrorist activities, as respectively defined in articles 1 and 3 of the Council Framework Decision 2002/475/JHA dated June 13th 2002, on combating terrorism (EE L 164 dated 22.06.2002, page 3), or inciting or aiding or abetting an offence, as defined in article 4 thereof.
- 12.1.5 Money laundering or terrorist financing, as defined in article 1, Directive 2005/60/EC of the European Parliament and European Council dated October 26th 2005, on the prevention of the use of the financial system for the purpose of money laundering and terrorist financing (EE L 309 dated 25.11.2005, page 15), which has been integrated into national legislation via Law 3691/2008 (A'166).
- 12.1.6 Child labour and trafficking in human beings, as defined in article 2, Directive 2011/36/EU of the European Parliament and European Council dated April 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 4), which has been integrated into national legislation via Law 4198/2013 (A'215).
- 12.2** Each Bidder/Economic Operator **is disqualified** from participating in this procedure related to the conclusion of the contract in the following cases:
- 12.2.1 If the economic operator has not fulfilled his obligations concerning the payment of taxes or social security contributions and that he has been the subject of a final binding judgment or administrative decision, in line with the legal provisions of the country in which he is established or in line with the legislation of the country of the awarding authority, and/or.
- 12.2.2 If AM can prove - using the appropriate means - that the economic operator has not fulfilled his obligations regarding the payment of taxes or social security contributions.
- 12.2.3 With regard to items 12.2.1 and 12.2.2 above, if the economic operator is a Greek citizen or if his seat is in Greece, then his obligations regarding the social security contributions shall cover both main and auxiliary social security.
- 12.2.4 With regard to items 12.2.1 and 12.2.2 above, the subject disqualification shall cease to apply when the economic operator fulfils his obligations either by paying all due taxes or social security contributions, including – on a per case basis – the accrued interests or fines, or by being subjected to a binding settlement for their payment.

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- 12.2.5 If AM is aware of the fact or if AM can prove using the appropriate means that to the detriment of the participant and within a time period of two (2) years before the expiry of the deadline for the submission of the offer: aa) three (3) acts on fines have been imposed to him from the competent inspection bodies of the Labour Inspection Authority for violations of the labour legislation, characterized, in line with Ministerial Decision 2063/Δ1632/2011 (B’ 266), as applicable each time, as “significant” or “extremely significant” violations, as these (violations) have ensued cumulatively further to three (3) inspections conducted or bb) two (2) acts on fines have been imposed to him from the competent inspection bodies of the Labour Inspection Authority for undeclared work, as these (violations) have ensued further to two (2) inspections conducted. It is necessary that the penalties described under items aa and bb must have a final and binding effect.
- 12.3** In addition, each Bidder / Economic Operator **is disqualified** from any participation in the contract conclusion procedure if any of the following cases exist, namely:
- 12.3.1 If the economic operator has not fulfilled his obligations as these ensue from the environmental, employment protection and working conditions in the framework of public contracts, as per para. 2, article 18 of Law 4412/16.
- 12.3.2 If the economic operator is under bankruptcy, or is under a consolidation or a liquidation process, or is under coercive administration by a receiver or by the court, or has entered into an agreement with creditors or has postponed his business activities or if he is in any similar situation deriving from similar processes foreseen in national law provisions. AM may not disqualify an economic operator under any case of the aforesaid clause on condition that AM proves that the subject economic operator is capable for executing the contract, taking into consideration the applicable provisions and measures concerning the continuation of his business activities (paragraph 5, article 73, Law 4412/16).
- 12.3.3 If there are sufficient reasonable proof leading to the conclusion that the economic operator has concluded agreements with other economic operators with the aim to cause distortion of competition.
- 12.3.4 If there is a conflict of interests in the sense of article 24, Law 4412/16, that cannot be addressed through less intrusive means.
- 12.3.5 If in the framework of previous participation of the economic operator in the preparation of the contract conclusion procedure there had been distortion of competition, in line with the provisions of article 48, Law 4412/16, that cannot be addressed through less intrusive means.

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- 12.3.6 If during the execution of a public contract, the economic operator has exhibited a grave or continuous deficiency in fulfilling an essential requirement in the framework of a previous public contract, a previous contract with an awarding authority or a previous concession contract that he has undertaken, a fact that resulted in the early termination of the previous contract, payment of compensation and other penalties.
- 12.3.7 If the economic operator has been found guilty of serious false statements in providing the information required for ascertaining that there were no reasons for his disqualification or for fulfilling the selection criteria, if he has concealed this information or if he is not in a position to submit the back up documentation required by virtue of article 21 of this Invitation.
- 12.3.8 If the economic operator has attempted to affect in an unlawful manner the decision making process of the awarding authority, to obtain confidential information that may grant him an unfair advantage in the public contract conclusion provision or to provide unintentionally misleading information that may effectively affect the decisions related to the disqualification, the selection of the Contractor or the award of the tender.
- 12.3.9 If the economic operator has committed a grave professional misconduct which questions his integrity.
- 12.4 An economic operator to whom, by virtue of the Joint Ministerial Decision stipulated in article 74 Law 4412/16, as valid, a penalty has been imposed shall be disqualified from the contract conclusion procedure *ipso jure*.
- 12.5 AM may request the Bidders at any point throughout the procedure in question, to submit all or a part of the back-up documentation, on an as-required basis, for the correct conduct of the tendering process.
- 12.6 AM is entitled, at any point throughout the procedure in question, to disqualify any bidder from the tender if it is proven that, due to his actions or omissions, he has fallen or falls under the cases described in this article in the framework of this procedure.
- 12.7 Any economic operator falling under the cases referred to in paragraphs 12.1, 12.2.5 and 12.3 can submit information in order to prove that the measures he has introduced suffice for him to demonstrate his reliability, despite the fact that he is subject to disqualification. If this information is deemed to be sufficient, then the subject economic operator shall not be disqualified from the contract conclusion procedure. The measures to be introduced by the economic operators shall be evaluated in combination with the

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graveness and the special occasions of the penal offence or breach. If the measures are deemed to be insufficient, the rationale for this decision shall be notified to the economic operator. Any economic operator who is disqualified from the contract conclusion procedure or concession award procedure by virtue of an irrevocable decision cannot make use of the aforesaid option during the disqualification period specified in the aforesaid decision in the member-state in which this decision applies.

The decision for ascertaining the sufficiency or not of the recovery measures, in line with the above paragraph, shall be issued in line with the stipulations of paragraphs 8, 9 and 10 of article 73, Law 4412/2016.

ARTICLE 13 SELECTION CRITERIA RELATED TO THE PROFESSIONAL, ECONOMIC AND TECHNICAL COMPETENCE

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

When submitting their offers, the economic operators submit the European Standard Procurement Document (ESPD) mentioned in article 79, paragraph 1, L. 4412/2016, which is included in the envelope (Folder) “Back up Documentation for Participation – Technical Offer” that serves as an updated official statement bearing the consequences of L. 1599/1986 (A’ 75), as a preliminary proof of evidence in replacement of the certificates issued by public authorities or third parties, confirming that the subject economic operator fulfills the following requirements:


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

The Bidder to be appointed as the provisional Contractor shall be called upon to submit all relevant evidence stipulated in article 21 herein, for which he has submitted the ESPD.

13.1 Competence for exercising professional activities related requirements

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

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 they are established or must

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satisfy any of the requirements referred to in Annex XI of Appendix A, Law 4412/2016.

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

Economic operators established in Greece must be registered in the relevant Commercial and Industrial Chamber.

13.2 Financial Competence related requirements

The Bidders are required to have a minimum average annual turnover during the last three (3) fiscal years or during the respective time period of operation, if this is less than the three-year period, equal or higher than **300,000.00** EURO

13.3 Technical Competence related requirements


In view of participating in this Tender procedure, the Bidders shall possess **experience similar to** the experience required on the basis of this procurement, during the 2008 – 2019 time period.

Experience similar to the experience required on the basis of this procurement means the design, supply, construction and commissioning of at least one building automation and control system (BACS) for local and central control in a Metro Project.

13.4 If the Bidder **invokes third-party resources**, then he shall be called upon to include in the envelope containing the back up documentation for the award the relevant back up documentation stipulated in paragraphs 13.1, 13.2 and 13.3 of this Document concerning third parties, in line with the provisions of article 19.

ARTICLE 14 CONTENT OF THE SUB-ENVELOPE (SUB-FOLDER) “PARTICIPATION SUPPORTING DOCUMENTS – TECHNICAL OFFER”

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

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- 14.1.1 **The Letter of Guarantee of Participation in the Tender**, as per the stipulations of article 8 of this Invitation.

It is stressed that the Bidders shall submit the Letter of Guarantee for Participation electronically in .pdf format; moreover they must submit the subject LoG in a printed format (original), in line with the provisions of article 11.4 herein.

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

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

The European Standard Procurement Document (ESPD) serves as an updated official statement bearing the consequences of L. 1599/1986 (A’ 75), as a preliminary proof of evidence in replacement of the certificates issued by public authorities or third parties, confirming that the subject economic operator fulfills the following requirements:


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

For all natural entities, who are members of the administrative, managerial or supervising body of an economic operator or if they have the power to represent, make decisions or have control over the subject body, one European Single Procurement Document (ESPD) shall be submitted and signed by each one of the aforesaid entities or by the representative of the economic operator, in line with paragraph 13, article 107, Law 4497/2017.

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

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

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

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

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

The ESPD is created through the new eESPD service platform called Promitheus ESPDint and shall be also submitted in .xml and in .pdf file.

The Committee responsible for the Conduct of the Tender shall evaluate the ESPD on the basis of the .pdf file or on the basis of the .xml file uploaded in the pertinent web page it was created.

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

14.1.4 The **Technical Offer** of the bidders, in line with the requirements of article 15 herein.


14.1.5 Any offer that shall not include the aforementioned data or that shall not adhere to the provisions of this Invitation shall not be taken into consideration and the relevant Bidders shall be **disqualified** from the Tender.

ARTICLE 15 TECHNICAL OFFER

15.1 The **Sub-Envelope bearing the indication “Back-Up Documentation for Participation – Technical Offer shall necessarily include the Technical Offer of the Bidders, which**, at the penalty of disqualification, must meet the requirements stipulated in AM’s documents entitled “Technical Description ” and “Design, Performance, Materials and Workmanship Specification”.

15.2 Content of the Technical Offer

The Technical Offer is compiled by filling in the relevant special electronic form of the system. Then, the system produces a relevant electronic pdf. file, which is digitally signed and submitted by the Bidder. All information included in the special electronic Form of the system and in the digitally signed electronic file must coincide. In any other case, the system produces a relevant message and the Bidder is called upon to re-submit the electronic pdf. file.

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

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

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

b. Legal Statement of Compliance

Bidders shall accompany their Offer with a Legal Statement certifying that the equipment, the systems and the services to be provided fully satisfy the requirements of the requirements of AM, as these are stipulated in the documents entitled “Technical Description” and “Design, Performance, Materials and Workmanship Specification”.

c. Technical Description


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

15.3 Remarks concerning the Technical Offer

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

If, in his Technical Offer the Contractor has proposed improvements as compared to AM Specifications, he is obliged to incorporate them during the stage of the preparation of the Design and implementation of the Supply without any increase to the offered amounts.

During the evaluation of the Technical Offers, AM can call upon the bidders in writing to clarify or supplement the documents that they have submitted within a reasonable time-period, which cannot be less than seven days upon communication to them of the relevant notice, in line with the provisions of article 310, Law 4412/16, whose provisions fully apply to this tender.

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ARTICLE 16 “FINANCIAL OFFER” SUB-ENVELOPE (SUB-FOLDER)


16.1 The electronic Sub-folder entitled “Financial Offer” includes the financial offer, which shall be compiled by filling in the respective specific electronic form of the system. Subsequently, the system produces the respective electronic file in pdf format, which is digitally signed and submitted by the candidate. The information contained in the specific electronic form of the system and in the produced electronic file, which is digitally signed, shall be identical. In any other case, the system produces a relevant message and the candidate is called upon to produce anew the pdf electronic file.

The candidate shall also attach to a separate pdf electronic file AM's Financial Offer Form (Statement and Table of the Offer), filled in, which shall bear the digital signature either of the bidder himself (if the bidder is a natural entity) or of his legal representative in case of a consortium or a joint venture. In any other case, the financial offer is considered invalid and the Bidder shall be disqualified.

In any case, applicable shall be the Financial Offer, per AM's “Financial Offer Form”, while the attention is drawn to the Bidders, who must fill in the subject form correctly, according to the provisions of this article.

It is stressed that:

- a) **At the penalty of disqualification, Financial Offers to be submitted shall not exceed the respective amount of AM's budget;**
- b) The figures of the discount expressed in words prevail over the figures expressed in numbers;
- c) If the details in the Financial Offer are incomplete (missing details other than those entailing disqualification), there are discrepancies between the prices in words and in numbers, or accounting errors to sums and products, as well as rounding up errors, the Tender Committee shall correct these errors and write down the correct financial offer;
- d) Any correction, deletion, reference to or any alteration of the text of the Financial Offer Form and/or comments, conditions, or terms on it, shall be considered as reservations on the terms of the Tender and shall result in the rejection of the Financial Offer of the Bidder who expresses same.

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The offered amounts shall not include VAT, which shall be borne by AM. The offered amounts shall be expressed in EURO.

ARTICLE 17 TENDER PHASES - EVALUATION PROCEDURE OF THE OFFERS

17.1 General

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

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

17.2 Tender phases

The tender procedure is divided into the following two (2) phases:


17.2.1 1st Phase: Review of the Back up Documentation for Participation and Evaluation of the Technical Offers of the Bidders

The electronic unsealing of the offers shall be effected at the time stipulated in article 10.3 of this document by AM’s Tender Committee – duly certified into the system.

Upon unsealing (Sub)envelopes “Back-up Documentation for Participation – Technical Offer”, those participating in the Tender will have electronic access to the content of the offers that have been unsealed.

Subsequently, during a private meeting, the Committee shall review each Bidder’s submitted documentation and shall decide whether the participation terms that have been set by the Invitation to Tender are fulfilled or not.

In the 1st phase of the Tender, disqualified shall be those Bidders not fulfilling the preconditions and requirements of the Invitation to Tender. The envelopes containing the Financial Offer shall remain sealed.

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Throughout the review of Sub-envelopes “Back-up Documentation for Participation – Technical Offer”, the Committee reserves its right and discretion and according to its absolute judgement to request, electronically through the system, clarifications and supplementary information on the submitted data only, which (data) the Bidders are obliged to submit within seven (7) days as of the date of communication the relevant request, in line with Article 310, Law 4412/2016.

Bidders who will not submit electronically through the system, within a reasonable time period, the supplementary data / clarifications requested by the Tender Committee or who will submit incomplete data they shall be disqualified from the 2nd Phase of the Tender.

Disqualified from the 1st Phase of the Tender shall be the bidders,

- a) who do not fulfil the preconditions and requirements of Article 14.
- b) who are rejected on the basis of the technical evaluation of their technical offers, according to article 18.

Upon completion of the review of the Sub-folders “Back-Up Documentation for Participation – Technical Offer”, the Committee shall compile a Proceedings related to the evaluation of the 1st Phase, which will include those Bidders accepted to the subsequent phase and those justifiably rejected.


The results of the 1st Phase of the Tender shall not be communicated to the Bidders and the Committee shall proceed to the subsequent phase of the Tender.

17.2.2

2nd Phase: Unsealing of Financial Offers and Overall Evaluation

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

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

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It is hereby stressed that the Committee maintains the right and discretion to request clarifications on the financial offers, if these contain ambiguities or discrepancies of minor importance, by virtue of paragraph 4, article 310 Law 4412/2016. The Bidders are obligated to respond to the aforementioned within a seven (7)-day period as of the date they are communicated to the relevant request.

It is stressed that in case offers bear exactly the same price, then AM shall select the (provisional) contractor by drawing a lot among the economic operators who submitted offers bearing exactly the same price. This process is conducted before the Tender Committee and in the presence of the economic operators who submitted the offers bearing exactly the same price, on a date and at a time to be notified to the bidders, by action “On Line Discussions” of the sub-system.

Subsequently, AM’s BoD shall issue its resolution, approving the results of all forementioned phases (“Participation Back up Documentation – Technical Offer”, “Financial Offer”). AM’s BoD Resolution, along with the Tender Committee Proceedings shall be communicated to the participants via the ESIDIS system.


Preliminary appeals can be filed against the aforesaid AM’s BoD Resolution, as per paragraph 17.4 of this article.

Upon finalization of the results, the Tender Committee shall call upon the provisional lowest bidder via the ESIDIS system to file the Documentation for the Award, in line with article 21 herein.

17.3 Award of the Tender

17.3.1 Upon completion of the offers evaluation procedure, the bidder, to whom the project is to be awarded (“provisional contractor”), is called upon within a **ten (10) – day period** after the pertinent notification that will be transmitted to him electronically, to submit, through the system, the back-up documentation contained in article 21 in .pdf format”.

Within three (3) working days as of the electronic submission of the aforesaid documentation, the economic operator shall necessarily submit to AM, in a printed format and in a sealed envelope, the documentation that has to be submitted in originals, as per the provisions of article 11, paragraph 2 of Law 2690/1999 “Code of Administration Procedure”, as amended through the provisions of article 1, paragraph 2, Law4250/2014. The aforementioned documents shall be filed to AM’s Document Control Centre by **15:00** in hard copy in a sealed envelope bearing the indication “Awarding back-up Documentation”, accompanied by a **cover letter inside the envelope** (for being assigned a protocol number once received).

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


If the aforesaid Back-Up Documentation is not submitted or if it is ascertained that deficiencies exist in the submitted Back-Up Documentation, and the provisional contractor submits - within the deadline set - a request before the Tender Committee for the extension to the submission deadline, accompanied by back up documents proving that he has applied for the provision of these back up documents, then the Tender Committee shall extend the back up documents submission deadline for as long as it takes for the competent authorities to provide the subject documentation.

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

If during the pertinent review it is ascertained that the information provided in the European Single Procurement Document (ESPD) is false or inaccurate, or if the required originals or copies of the aforesaid back-up documentation are not submitted within the prescribed time period, or if the back-up documentation submitted lawfully and in due time do not prove that there are no reasons for the bidder’s disqualification – by virtue of article 12 - or that one or more of the requirements are fulfilled in line with article 13 herein, then the offer of the provisional contractor is rejected, the participation letter of guarantee shall become payable in favour of the AM, and the procedure stipulated in article 17.3.1 herein shall be followed for the bidder, whose most advantageous offer in terms of finance, comes next, based on the price, adhering to the aforesaid procedure. As to the remaining issues, applicable shall be article 103 of Law 4412/16.

The procedure related to the review of the back up documentation for the award shall be completed upon the compilation of Proceedings by the Tender Committee stating, that the back-up documentation have been filled in line with the above requirements, whereby it recommends either the award or the cancellation of the contract and submits it to AM’s BoD for approval

The resolution for the award, along with a copy of all proceedings pertaining to the review and evaluation of the offers shall be

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electronically communicated by AM to each Bidder who has not been definitely disqualified – except the provisional Contractor.

Preliminary appeals can be filed against the aforesaid AM’s BoD Resolution, as per paragraph 17.4 of this article.

17.3.2 For the occurrence of the lawful results of the award resolution, in line with article 105 Law 4412/16, as valid, the provisional contractor in case of a preliminary appeal against the awarding resolution, shall submit a legal statement. further to his being invited to this end by AM, by action “On Line Discussions” of the sub-system. The subject legal statement, which is signed as per the provisions of Article 79A Law 4412/2016, it shall be stated that no subsequent alterations have been raised as far as he is concerned, per the sense of article 104 of Law 4412/2016. The Legal Statement shall be reviewed by the Tender Committee, which shall compile its Proceedings accompanying the contract. The award resolution is communicated, by action “On Line Discussion” of the sub-system to the provisional contractor.

Through the same resolution, the contractor is called upon to present himself to sign the contract within a deadline of twenty (20) days upon communication of the relevant special invitation to him, in line with article 22 of this Invitation. The said communication entails all legal effects of the awarding resolution in line with the provisions of paragraph 3, article 105 Law 4412/16.

17.4 Preliminary Appeals


Disputes that may arise due to AM’s actions or omissions are governed by the stipulations of Book IV “LEGAL PROTECTION IN THE EXECUTION OF PUBLIC CONTRACTS” (articles 345-374) of Law 4412/2016 comes into force, as amended and applicable.

Article 18 EVALUATION OF TECHNICAL OFFERS

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

Non compliance of the Bidders with the Specifications shall result in their disqualifications from the further stages of the tender procedure.

ARTICLE 19 SUPPORT TO THIRD PARTY COMPETENCE

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The Bidders can invoke and make use of the economic and financial (credibility) or technical and professional capacity of other economic operators, as per article 307 of Law 4412/16, regardless of the legal nature of the existing relationships between the candidates and these operators.

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

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

In case the Bidder invokes third party economic and financial (credibility) resources, the third party along with the Contractor shall be jointly and severally liable before AM for the resources the third party makes available to him.


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

The back-up documentation for the award of the tender shall include the documentation of the ESPD, as foreseen for the Bidders.

Moreover, the back-up documentation for the award of the tender shall also include a resolution of the BoD, or other competent statutory Body of the operator, whereby approval shall be granted to provide the Bidder with the economic and financial (credibility), or technical and professional capacity (experience), so that this capacity can be available to the candidate in the execution of the project. The relevant reference shall be very detailed, itemizing the specific resources that shall be available for the contract, in a manner enabling AM to evaluate and estimate the significance of these resources and to ascertain the fulfilment of the commitment during the execution of the contract. In addition, the statutory body of the Bidder shall submit a respective resolution accepting the relevant invocation.

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

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

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

In case the terms of these articles are not adhered to, i.e. if the required supporting documents are not submitted, then the relevant invocation shall not be taken into account, the offer of the provisional Contractor shall be rejected, the participation letter of guarantee shall become payable in favour of the AM, and the tender shall be awarded to the bidder, whose most advantageous offer in terms of finance, comes next, based on the price.

ARTICLE 20 ANNULMENT OF THE PROCEDURE

20.1 The Tender shall be completed upon approval of its results and its award by AM’s BoD.


20.2 Further to the BoD Resolution and the opinion of the Tender Committee, AM can annul the procedure for the contract award in the following cases:

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

20.3 The awarding procedure may also be annulled by virtue of AM’s BoD resolution and further to the Tender Committee opinion, in the following cases, namely:

- a) for irregular conduct of the tender procedure, provided that the result of the Tender is affected by the irregularity;
- b) if the financial and technical parameters related to the awarding procedure have radically altered and the execution of the contractual scope no longer interests AM;
- c) if the contract cannot be executed due to force majeure;
- d) if the offer is deemed to be financially disadvantageous;
- e) if the validity of the offers expires and the Bidders do not provide the required extensions;

20.4 If errors or omissions are noted at any phase of the procedure, the Tender procedure may be partially cancelled and/or, its result may be reformed accordingly by AM’s BoD, or it may be decided by AM’s BoD

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itself to repeat the Tender from the point where an error or omission was noted.

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

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

ARTICLE 21 BACK-UP DOCUMENTATION FOR THE AWARD


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

The eligibility and the terms and conditions of participation, as specified in articles 7, 12 and 13 of this Document, are assessed at the time the offer is submitted, when the back-up documentation is submitted and at the time when the contract is concluded. **Economic operators are strongly urged to see to the timely issuance of the required back up documents (especially those that cannot be ensured at a later stage) in order to fulfill the aforesaid requirements.**

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

If the aforesaid Back-Up Documentation is not submitted or if it is ascertained that deficiencies exist in the submitted Back-Up Documentation, and the Provisional Contractor submits - within the deadline set - a request before the Tender Committee for the extension to the submission deadline, accompanied by back up documents proving that he has applied for the provision of these back up documents, then the Tender Committee shall extend the back up documents submission deadline for as long as it takes for the competent authorities to provide the subject documentation.

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, an official statement before a court or administrative authority, a notary or the professional agency concerned of the country of origin of the Candidate. Legal Statements are not required

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to bear a signature certification. It is clarified that in case the legal representative of the Bidder is or resides in Greece, 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.


Means of evidence shall be as follows:

- a) the back up documentation concerning paragraphs 12.1, 12.2.5 and 12.3.2, should they have been issued up to three (3) months prior to their submission;
- b) the remaining back up documentation concerning paragraph 12.2, should they are valid on the date they are submitted; otherwise, in case no validity date is mentioned, the subject back up documentation should have been issued as per the stipulations indicated in the previous case;
- c) the back up documentation concerning paragraph 13.1, the means of evidence pertaining to valid representation, in case of legal entities, and certificates issued by competent authorities referring to the nominalization of shares, in case of societe anonymes, should they are issued up to thirty (30) working days prior to their submission;
- d) affidavits, should they have been compiled up to three (3) months prior to their submission, and;
- e) legal statements, should they have been compiled after the notification of the invitation for the submission of back up documentation.

The documents stipulated herein shall be submitted in line with the provisions of Law 4250/2014 (A’ 94). Especially, as regards the means of evidence which are private documents, these can be accepted as simple photocopies, on condition they are accompanied by a legal statement verifying their accuracy.

In case of an association, the obligation for the submission of all aforementioned documentation, certificates and legal statements stands for each member separately.

AM reserves its right to request any other document deemed necessary upon reading of the legalizing and other documents and data to be submitted by the bidders prior to the contract signing. In addition, and if there are any doubts whatsoever, AM is entitled to address itself directly to the responsible authorities in order to take delivery of the necessary information about the personal status of the “provisional contractor”. When the necessary information concerns a “Provisional contractor” established in another member state, then the awarding authority is entitled to seek the cooperation of the responsible authorities. The request for the provision of information

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may concern legal and/or physical entities, possibly including, the managers of companies or any other individual with the power to represent, to make resolutions or to control, as determined by the national legislation of the member-state of establishment.

21.1 Supporting documents proving that the disqualification grounds (article 12) do not apply

In order to demonstrate that the reasons for disqualification (**article 12**) do not apply, the provisional contractor, further to AM’s electronic invitation, shall submit the following supporting documents,


21.1.1 As regards paragraphs 12.1.1 to 12.1.6 herein, the following shall be submitted: an extract of the penal record or, in lack thereof, other equivalent document issued from the competent judicial or administrative authority of the member-state or of country of establishment of the economic operator, proving that the required preconditions are met. The obligation for the submission of the aforesaid extract concerns also the entities of the first clauses of paragraph 12.1.

21.1.2 (a) For **paragraphs 12.2.1 and 12.2 herein**: a certificate issued by the responsible Authority of the relevant member-state or country, certifying that the economic operator has fulfilled his obligations as regards the payment of taxes (Tax Clearance Certificate) and the payment of Social Security Contributions (Social Security Clearance Certificate), according to the legislation in the country of establishment or the Greek legislation as the case may be.

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

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

(b) For **paragraph 12.2.5 herein**: a Certificate issued by the Directorate for Planning and Coordination of the Labor Relations Inspection Authority from where the acts on fines imposed to the detriment of the economic operator within a time period of two (2) years prior to the expiry of the deadline for the submission of the offer must ensue. If this certificate cannot be issued, then, in line with paragraph 2, article 80 Law 4412/2016, this can be replaced by a Legal Statement of the

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economic operator without it being necessary to provide an official declaration by SEPE (Labour Inspection Authority) concerning the issuance of the certificate.


21.1.3 For **paragraph 12.3.2**: a certificate issued by the responsible Authority of the relevant member-state or country. As regards the economic operators either installed or constructing projects in Greece, the certificate that they are not under bankruptcy, suspension of works, bankruptcy settlement, cohesive administration, compulsory administration is issued by the responsible Court of First Instance at the seat of the economic operator. The certificate that the legal entity is not under liquidation by virtue of a court decision is issued by the respective Court of First Instance in the country of the economic operator’s establishment, while the certificate that it is not under liquidation by virtue of a resolution made by its partners is issued by the General Electronic Commercial Registry (GE.MI.), in accordance with the applicable stipulations. The physical entities do not submit a certificate that they are not under liquidation. In particular, non-suspension of business activities of the economic operator – for those established in Greece - can be proved through the electronic platform of the Independent Authority for Public Revenue (IAPR).

21.1.4 If a member–state or country does not issue the certificates mentioned in **cases 21.1.1, 21.1.(a) and 21.1.3**, or if these certificates do not cover all cases under cases 1 and 2.2, 2.3 and 3.2 of paragraph 12 herein, then the said document or certificate can be substituted by a statement under oath (affidavit) or, for member-states / countries where affidavits are not issued, by an official statement of the interested party before a responsible Judicial or Administrative Authority, a notary public or a responsible professional or commercial entity of the economic operator’s country of origin / installation.

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

Should it be ascertained by any means that the said certificates are actually issued in this country, then the Bidder’s Offer is rejected.

21.1.5 As far as the case of **paragraph 12.3.9** is concerned, the bidder shall submit a certificate issued by the competent Authority (Professional Record or the respective Chamber) verifying that no professional misconduct has been committed inducing the imposition of a disciplinary action. The Companies for which there is no disciplinary council shall submit an official statement certifying that no disciplinary council exists and that they have not committed any grave professional misconduct.

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21.1.6 For the cases of **paragraphs 12.3.1, 12.3.3, 12.3.4, 12.3.5, 12.3.6, 12.3.7, 12.3.8, 12.3.10**, the bidder shall submit a statement under oath certifying that there are not any reasons in effect leading to his disqualification.

21.1.7 As far as the case of **paragraph 12.4 herein** is concerned, the Bidder shall submit an Legal Statement certifying that a disqualification decision has not been issued against him, according to article 74, Law 4412/2016.


21.2 Legalizing documents

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

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

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

- The acceptance to jointly participate in the Tender procedure and in the execution of the Contract
- The extent and the type of participation each member in the consortium / association (including the allocation of fee among them)
- The statement that they are solidly and wholly responsible each one of them before AM with regard to the obligations ensuing from the Contract
- The appointment of one of the member-companies as the common representative of the consortium before AM throughout the duration of the Contract, which shall have the irrevocable order and full authorization of the remaining members to represent the consortium and bind the members forming the latter before AM and, in general, to act and state all subjects necessary for the execution of the Contract. This Company shall have the largest percentage for participation in the Consortium (leader) and the

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natural entity to be appointed as the common representative of the consortium before AM shall derive there-from.

21.3 Back-up documentation for the Review of article 13 “Selection Criteria”

21.3.1 Back up documentation proving the Competence to exercise the professional activity

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

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

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


Economic operators established in Greece must submit a valid certificate concerning the registration of the company in the relevant Commercial and Industrial Chamber.

21.3.2 Back up Documentation proving the Financial Competence

In view of proving that the requirements of article 13.21 herein are fulfilled, the provisional contractor shall submit the following:

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

21.3.3 Back up Documentation proving the Technical Competence

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In view of proving that the requirements of article 13.1 herein are fulfilled, the provisional contractor shall submit the following:

- A list of completed procurements that have been delivered during the period 2008 - 2019, in line with the requirements of article 13.3 herein.

In case the Supply is executed by a contracting consortium, the Bidder’s specific scope of the participation in the Consortium shall be mentioned.

- Relevant certificates, which shall have been issued by the Project Owners. The aforementioned certificates must demonstrate the workmanlike and timely execution of the supply, as well as the commissioning satisfying, this way, the contract requirements of the projects’ Owners.

The aforesaid certificates shall make clear reference to the following:

- a. The scope of the works pertaining to the Supply, Design, Manufacturing and Commissioning of the building automation and control system (BACS) in Metro Stations with local and central control;
- b. The time for the signing, acceptance of the building automation and control system (BACS) and completion of the Contract.


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

However, the Legal Statement cannot replace the necessary certificates related to the execution of the Supplies. This Legal Statement is exclusively and solely submitted to supplement any data not contained in the certificates.

In case the Supply is executed by a contracting consortium, the Bidder’s specific scope of the participation in the Consortium shall be mentioned.

The certificates must be submitted for each one of the contracting companies forming the Consortium.

In case of an association, the requested experience can be covered cumulatively by the Companies/operators forming the Association.

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Any supply related projects, for which neither certificates nor the relevant Legal Statement for any supplementary data are submitted, shall not be taken into account.

21.4 If **Bidders invoke and utilize the financial and credit capacity or the technical and professional capacity of other operators**, as per article 307 of Law 4412/16, then the third parties shall submit the back-up documentation stipulated in para. 21.1, the back-up documentation (concerning the invocation of third party resources) specified in article 13 and BoD’s resolution or the decision of the agency’s statutory instrument, approving the granting of the operator’s financial, credit capacity or technical and professional capacity (experience) to the Bidder, so that this capacity is available to the Bidder throughout the execution of the Contract. Additionally, the Bidder must also submit the pertinent decision for the acceptance of the said invocation.


21.5 In case of awarding the contract – under the form of **sub-contracting work – to third parties**, the “provisional contractor” should submit all information concerning the Subcontractors that he proposes, as well as indicate the section of the contract to be awarded, taking into account paragraph 23.4 of the CC. Moreover, as far as Subcontractors are concerned, it is required to submit the supporting documents stipulated in article 21.1, the Resolution of the BoD or the decision of the competent statutory instrument of the economic operator concerned, whereby approval will be granted for the award of the sub-contracting work and the respective resolution on the part of the sub-contractor on accepting the award of the sub-contracting work.

ARTICLE 22 EXECUTION OF THE CONTRACT

Upon the occurrence of the legal effects of the award resolution, in line with article 17.3.2 herein, the contractor is called upon to present himself to sign the contract within a deadline of twenty (20) days upon communication of the relevant special invitation to him.

The contract shall be signed - on the part of the Contractor - by his authorized representative who shall initial and stamp each page of the Contract Documents. Contracts to be concluded with Joint Ventures/Consortia shall be signed by the Legal Common Representative on condition that he is legally authorized to this end.

If the deadline for signing the contract elapses idle at the appointed contractor’s liability, who, despite the fact that he will have been called upon, does not present himself to sign the Contract or does not submit the required guarantee or does not comply with the obligations stipulated herein, the Contractor shall then be forfeited without any

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previous communication of the relevant special invitation to him; moreover, his Letter of Guarantee for Participation in the Tender shall become payable in favour to AM. In this case, in effect shall be the procedure stipulated in article 17.3 concerning the Bidder, whose offer follows in the classification table drawn by the Tender Committee. If none of the bidders present himself for signing the contract, the awarding procedure shall then be cancelled. AM maintains the right not to award the Tender and to cancel same (in accordance with article 20 herein), without this entailing payment of any kind of compensation to any interested party.

22.1


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

In case the Contractor is a **Joint Venture**, then five (5) calendar days prior to the signing of the Contract he shall submit a Notary Act for the establishment of the Joint Venture; the following shall necessarily be included therein, namely:

1. The joint venture’s acceptance to jointly participate in the execution of the Contract.
2. The participation percentage of each member in the joint venture.
3. The appointment of the member-companies with the highest percentage in the Joint Venture as Leader, who shall have the irrevocable order and authorization of the remaining member-companies to represent the joint venture and commit its members before AM throughout the duration of the Contract, and, in general, to act and state what is necessary for the implementation of the Contract. The natural entity to be appointed as the common representative of the joint venture before AM shall derive from this member (Leader) of the Joint Venture.
4. The members shall be solidly and wholly responsible before AM and the Law with regard to the obligations ensuing from the Contract.

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

If the Contractor is a **Company**, he shall also appoint – through a resolution to be made by its statutory body – the Company’s

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representative for the execution of the Contract. Statement of the Representative, whereby he accepts his appointment, shall accompany the Resolution for the Appointment. The appointment of the Representative, as well as the statement of acceptance must be unconditional and cover all issues concerning the execution of the Contract (e.g. payments, accounts, taking delivery of instructions, exchange of correspondence, taking delivery of Letters of Guarantee, etc.).

In case of a **sub-contracting work** during the Contract signing, the Contractor is obligated to report to AM about the names, the contact information and the legal representatives of his sub-contractors, should these particulars are known at that specific time.

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

22.3 Five (5) days prior to the signing of the Contract, the Contractor should submit a **Certificate by the Insurance Company (-ies)** about the insurance coverage of the Contract, in line with the stipulations of article 27 of the Conditions of Contract.


The original insurance policies shall be submitted by the Contractor, within a 15-calendar day deadline as of the Contract signing, along with the receipt for the payment of the first premium instalment. In case the Contractor does not comply with the above, the stipulations of article 27 of the Conditions of Contract are in effect.

22.4 Five (5) days **prior** to the signing of the Contract, the Contractor should provide a draft Good Performance Letter of Guarantee, as per sample A attached to Conditions of Contract and the provisions of article 10.3 of the CC. The Contractor, upon signing the Contract, shall submit the original Good Performance Letter of Guarantee.

ARTICLE 23 LANGUAGE OF THE TENDER PROCEDURE

23.1 The contract documents shall be necessarily drafted in the Greek language and, optionally, in other languages too, either in their entirety or in part. In case of discrepancies among the parts of the documents of the contract that have been compiled in more languages, then the Greek version shall prevail. Any preliminary appeals shall be filed in the Greek language.

The offers and the information contained therein, as well as the proving documentation shall be either compiled in Greek or accompanied by their official translation into Greek.

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As regards the foreign public documents and back up documentation, applicable shall be the Convention of Hague dated 05.10.1961, ratified by Law 1497/1984 (A’ 188). Especially, as regards foreign private documents, they can be accompanied by their translation in Greek authenticated either by the person in charge, in line with the provisions of the national legislation, or by a person in charge of the country in which the subject documents have been compiled. In addition, accepted shall necessarily be photocopies of documents issued by foreign authorities and ratified by an attorney, as per the provisions of paragraph 2, case (b), article 11, of Law 2690/1999 “Code of Administrative Procedure”, as substituted through article 1, paragraph 2, Law 4250/2014.

23.3 Information and technical leaflets and other print outs – corporate or not – with special technical content can be submitted in another language and may not necessarily be translated into Greek.

23.4 Verbal communication with AM and the communication between AM and the Contractor shall be necessarily in Greek. The Contractor is obliged to facilitate the communication of his foreign employees with AM by making arrangements for the presence of interpreters.

ARTICLE 24 APPLICABLE LEGISLATION


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

Prior to the signing of the Supply Contract, the relations with AM are regulated on the basis of Directive 2014/25/EU, Law 4412/16, the Greek Civil Code and the Tender Documents.

ARTICLE 25 PUBLICITY

25.1 Publication in the Official Journal of the European Union
The Contract Notice, i.e. the relevant standard form “Contract Notice” **was transmitted**, via simap.europa.eu, for publication to the Publication Service of the European Union on 14/06/2019.


25.2 Publication in Greece
The Contract Notice mentioned in the aforementioned paragraph is published in KIMDIS and it is posted on DIAVGEIA diavgeia.gov.gr,

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and on AM's web page (www.ametro.gr).

In addition, the complete document of the Invitation to Express Interest shall be posted on KIMDIS and all tender documents shall be posted on ESIDIS Portal and on AM's web page (www.ametro.gr).

Notification of the contract that has been signed shall be published in the Official Journal of the European Union, in line with article 294 of Law 4412/2016.

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ΠΡΟΣΑΡΤΗΜΑ (Α)

ΥΠΟΔΕΙΓΜΑ Α1

ΕΓΓΥΗΤΙΚΗ ΕΠΙΣΤΟΛΗ ΣΥΜΜΕΤΟΧΗΣ

Εκδότης (Πλήρης επωνυμία Πιστωτικού Ιδρύματος)

...../

T.M.E.Δ.Ε.

Ημερομηνία έκδοσης:

Προς: (Πλήρης επωνυμία Αναθέτοντος 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 ή κοινοπραξίας:] των φυσικών/νομικών προσώπων

α) (πλήρη επωνυμία) ΑΦΜ: (διεύθυνση)


β) (πλήρη επωνυμία) ΑΦΜ: (διεύθυνση)

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.

	<p style="text-align: center;">PROJECT: “PROCUREMENT AND INSTALLATION OF THE BUILDING AUTOMATION AND CONTROL SYSTEM (BACS) OF PHASE A’ OF THE EXTENSION TO PIRAEUS”</p> <p style="text-align: center;">INVITATION TO TENDER</p>	<p style="text-align: center;">RFP-370/19 A.Σ. 75588</p>
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.....
 γ) (πλήρη επωνυμία), ΑΦΜ: (διεύθυνση)

(συμπληρώνεται με όλα τα μέλη της ένωσης / κοινοπραξίας)

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

.....”

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

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


Η παρούσα ισχύει μέχρι και την

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

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

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

(Εξουσιοδοτημένη Υπογραφή)

 <p>ATTIKO METRO A.E.</p>	<p>PROJECT: “PROCUREMENT AND INSTALLATION OF THE BUILDING AUTOMATION AND CONTROL SYSTEM (BACS) OF PHASE A’ OF THE EXTENSION TO PIRAEUS””</p> <p>INVITATION TO TENDER</p>	<p>RFP-370/19</p> <p>A.Σ. 75588</p>
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ΥΠΟΔΕΙΓΜΑ Α.2/SAMPLE A.2

PARTICIPATION LETTER OF GUARANTEE

Issued by (Full name of the Credit Institution)

...../ TMEDE

Date of issuance:.....

To: (Full name of the Awarding Body ¹)

.....

(Address of the Awarding Body²)

.....

Our Guarantee no. against the amount of euro³.

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

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

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

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

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

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

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

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


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

¹ As specified in the Contract documents

² As specified in the Contract documents

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

⁴ See footnote 3

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

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


The present guarantee shall remain valid until

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

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

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

(Authorized Signature)

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ΠΡΟΣΑΡΤΗΜΑ (B)

ΥΠΟΔΕΙΓΜΑ Β.1

**ΔΗΛΩΣΗ ΣΥΓΚΑΤΑΘΕΣΗΣ
ΕΠΕΞΕΡΓΑΣΙΑΣ ΔΕΔΟΜΕΝΩΝ ΠΡΟΣΩΠΙΚΟΥ ΧΑΡΑΚΤΗΡΑ**

Η Αττικό Μετρό Α.Ε. (ΑΜ) ενημερώνει υπό την ιδιότητά της ως υπεύθυνη επεξεργασίας, το φυσικό πρόσωπο που υπογράφει την Αίτηση Συμμετοχής ως Νόμιμος Εκπρόσωπος, ότι η ίδια ή και τρίτοι, κατ' εντολή και για λογαριασμό της, θα επεξεργάζονται τα ακόλουθα δεδομένα ως εξής:

- I. Αντικείμενο επεξεργασίας είναι τα δεδομένα προσωπικού χαρακτήρα που περιέχονται στον Φάκελο Προσφοράς, ο οποίος υποβάλλεται στην ΑΜ, στο πλαίσιο του παρόντος Διαγωνισμού, από το φυσικό πρόσωπο το οποίο είναι Νόμιμος Εκπρόσωπος Διαγωνιζομένου.
- II. Σκοπός της επεξεργασίας είναι η αξιολόγηση του Φακέλου Προσφοράς, η ανάθεση της Σύμβασης, η προάσπιση των δικαιωμάτων της ΑΜ, η εκπλήρωση των εκ του νόμου υποχρεώσεων της ΑΜ και η εν γένει ασφάλεια και προστασία των συναλλαγών. Τα δεδομένα ταυτοπροσωπίας και επικοινωνίας θα χρησιμοποιηθούν από την ΑΜ και για την ενημέρωση του Διαγωνιζόμενου σχετικά με την αξιολόγηση του υποβληθέντος Φακέλου Προσφοράς.
- III. Αποδέκτες των ανωτέρω υπό I παραγράφου δεδομένων στους οποίους κοινοποιούνται είναι:
 - (α) Φορείς στους οποίους η ΑΜ αναθέτει την εκτέλεση συγκεκριμένων ενεργειών για λογαριασμό της, δηλαδή οι Σύμβουλοι, τα υπηρεσιακά στελέχη και λοιποί εν γένει προστηθέντες της, υπό τον όρο της τήρησης σε κάθε περίπτωση του απορρήτου.
 - (β) Το Δημόσιο, άλλοι δημόσιοι φορείς ή δικαστικές αρχές ή άλλες αρχές ή δικαιοδοτικά όργανα, στο πλαίσιο των αρμοδιοτήτων τους.
 - (γ) Έτεροι συμμετέχοντες στο Διαγωνισμό, στο πλαίσιο της αρχής της διαφάνειας και του δικαιώματος δικαστικής προστασίας των συμμετεχόντων στο Διαγωνισμό, σύμφωνα με το νόμο.
- IV. Τα δεδομένα της ανωτέρω υπό I παραγράφου θα τηρούνται για χρονικό διάστημα είκοσι (20) ετών από την λήξη της προθεσμίας υποβολής του Φακέλου Προσφοράς ή, αναφορικά με τον Ανάδοχο, για χρονικό διάστημα είκοσι (20) ετών από την λήξη ή λύση της Σύμβασης. Μετά τη λήξη των ανωτέρω περιόδων, τα προσωπικά δεδομένα θα καταστρέφονται.
- V. Το φυσικό πρόσωπο που είναι Νόμιμος Εκπρόσωπος του Διαγωνιζόμενου, μπορεί να ασκεί κάθε νόμιμο δικαίωμά του σχετικά με τα δεδομένα προσωπικού χαρακτήρα που το αφορούν, απευθυνόμενο στην ΑΜ στα στοιχεία επικοινωνίας που αναφέρονται στην Πρόσκληση.

 <p>ΑΤΤΙΚΟ ΜΕΤΡΟ Α.Ε.</p>	<p>PROJECT: “PROCUREMENT AND INSTALLATION OF THE BUILDING AUTOMATION AND CONTROL SYSTEM (BACS) OF PHASE A’ OF THE EXTENSION TO PIRAEUS””</p> <p>INVITATION TO TENDER</p>	<p>RFP-370/19</p> <p>A.Σ. 75588</p>
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VI. Η ΑΜ έχει υποχρέωση να λαμβάνει κάθε εύλογο μέτρο για τη διασφάλιση του απόρρητου και της ασφάλειας της επεξεργασίας των δεδομένων και της προστασίας τους από τυχαία ή αθέμιτη καταστροφή, τυχαία απώλεια, αλλοίωση, απαγορευμένη διάδοση ή πρόσβαση από οποιονδήποτε και κάθε άλλης μορφή αθέμιτη επεξεργασία.

VII. **Αφού ενημερώθηκα για τα ανωτέρω, παρέχω την ανεπιφύλακτη συγκατάθεσή μου για την επεξεργασία των ανωτέρω δεδομένων μου προσωπικού χαρακτήρα για όλους τους σκοπούς που αναφέρονται στην υπό II παράγραφο του παρόντος.**

Η ανωτέρω συγκατάθεσή μου ισχύει για κάθε εφεξής σχέση μου με την ΑΜ και ειδικότερα στην περίπτωση που ανακηρυχθώ Ανάδοχος της σύμβασης.

(Τόπος) (Ημερομηνία)

(Υπογραφή-ες)


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ΥΠΟΔΕΙΓΜΑ Β.1/SAMPLE B.2

GDPR STATEMENT OF CONSENT

ATTIKO METRO S.A., in its capacity as head of processing, hereby notifies the physical entity signing the Application for Participation as the Legal Representative, that ATTIKO METRO S.A. and/or third parties, by order and on behalf of it, shall process the following data as follows:

- I. The scope of processing is personal data included in the Offer Envelope, which is submitted to ATTIKO METRO S.A. in the framework of this Tender by the physical entity being the Legal Representative of the Bidder.
- II. The aim of processing is the evaluation of the Offer Envelope, the Contract award, the protection of ATTIKO METRO S.A. interests, the fulfilment of ATTIKO METRO S.A. obligations, deriving from the pertinent legislation and, in general, the security and protection of transactions. Information on personal data and communication shall be used by ATTIKO METRO S.A. to brief the Bidder about the evaluation of the Offer Envelope he submitted.
- III. The recipients, to whom data stipulated in the aforementioned paragraph I are copied, are as follows:
 - (a) Entities to whom ATTIKO METRO S.A. awards the execution of specific activities on its behalf, i.e. Consultants, executives and, in general, other assignees of ATTIKO METRO S.A., on condition that confidentiality is ensured in all cases.
 - (b) The State, other Public Entities or Judicial Authorities, or other Entities, or Bodies of Jurisdiction, in the framework of their duties.
 - (c) Other participants in the Tender, in the framework of the principle of transparency and of the right of legal protection of the participants in the Tender, according to the Law.
- IV. The information stipulated in the aforementioned paragraph I shall be kept for a period of twenty (20) years upon expiry of the deadline for the submission of the Offer Envelope or, as regards the Contractor, for a time period of twenty (20) years upon expiry or dissolution of the Contract. Upon expiry of the aforementioned periods, personal data shall be destroyed.
- V. The physical entity, who is the Legal Representative of the Bidder, can exercise every legal right of his as regards personal data concerning him, addressing himself to ATTIKO METRO S.A. in the “contact person” stipulated in the Invitation.
- VI. ATTIKO METRO S.A. has the obligation to introduce all reasonable measures to ensure confidentiality and security of data processing and protection thereof against any accidental or unauthorized destruction, accidental loss, alteration, forbidden propagation or access by any entity whatsoever, and against any other form of unauthorized processing.

 <p>ATTIKO METRO A.E.</p>	<p>PROJECT: “PROCUREMENT AND INSTALLATION OF THE BUILDING AUTOMATION AND CONTROL SYSTEM (BACS) OF PHASE A’ OF THE EXTENSION TO PIRAEUS””</p> <p>INVITATION TO TENDER</p>	<p>RFP-370/19</p> <p>A.Σ. 75588</p>
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VII. Having been informed on the above I hereby grant my unconditional consent for processing my personal data for all purposes included in paragraph II herein.

My aforementioned consent is in effect for any type of relation between myself and ATTIKO METRO S.A. henceforth and, in particular, in case I am appointed as the Contractor of the subject Contract.

(Place) (Date)

(Signature-s)
