




**TITLE OF THE PROJECT: “EXPANSION OF THE TRAMWAY DEPOT  
IN THE AREA OF ELLINIKO”**

**RFP-360/19 (Α.Σ. 86960)**

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



	<p><b>“EXPANSION OF THE TRAMWAY DEPOT IN THE AREA OF ELLINIKO”</b></p> <p><b>INVITATION TO TENDER</b></p>	<p><b>RFP-360/19 Α.Σ.</b></p>
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**INVITATION TO TENDER BASED ON THE OPEN  
PROCEDURE VIA THE NATIONAL  
ELECTRONIC PUBLIC PROCUREMENT SYSTEM  
(ESIDIS)**

**FOR THE SELECTION OF THE CONTRACTOR FOR THE  
CONSTRUCTION OF THE PROJECT:**


**“EXPANSION OF THE TRAMWAY DEPOT IN THE AREA OF  
ELLINIKO”**

**ΑΤΤΙΚΟ ΜΕΤΡΟ a SINGLE-MEMBER S.A. COMPANY, trading as  
“ΑΤΤΙΚΟ ΜΕΤΡΟ S.A.”**

**A n n o u n c e s**

**An Open (Bidding) Procedure**

**regarding the Selection of a Contractor in order to conclude a contract, the  
awarding criterion being the most advantageous offer, in financial terms, on the  
basis of the price offered**

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## CHAPTER A

### ARTICLE 1 INTRODUCTION – AWARDING AUTHORITY INFORMATION – CONTACT INFORMATION

**1.1** ATTIKO METRO A.E. was established via Article First of Law 1955/91. ATTIKO METRO S.A. purpose, which is determined via Article 2 of Law 1955/91, as this is amended through article 35 of L. 3202/03 and articles 121 and 145 of Law 4070/12 is the design, construction, 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.

ATTIKO METRO, a SINGLE-MEMBER S.A. Company, trading as ATTIKO METRO S.A., announces an open (bidding) procedure above the limits set in Law 4412/2016, through the Greek National Public eProcurement System (ESIDIS), for the selection of a Contractor to construct the Project entitled “EXPANSION OF THE TRAMWAY DEPOT IN ELLINIKO AREA”. The Awarding Criterion shall be the most advantageous offer – in financial terms - based on the price offered and ATTIKO METRO S.A. invites all interested economic operators to submit offers, in accordance with the stipulations of this Invitation and its associated documents.

The Contract for the execution of the Project shall be concluded between ATTIKO METRO S.A. and the economic operator to be appointed as the Contractor further to this procedure.


**1.2** The **Awarding Authority and Owner** of the Project is ATTIKO METRO S.A. .

The Construction Agency of the Project is ATTIKO METRO S.A..

The **Administrative Authority** is the body of ATTIKO METRO S.A. that supervises the construction of the Project and is vested with the responsibilities determined by Law 4412/2016.

**1.3** **Contact Information:**

Title	ATTIKO METRO, a SINGLE-MEMBER S.A. Company, trading as 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
e-mail	<a href="mailto:ksaiti@ametro.gr">ksaiti@ametro.gr</a>
Geographical area of the agency (Nuts)	EL30

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

**2.1** The Documents concerning this procedure are as follows:

- a) The European Single Procurement Document (ESPD)
- b) This Document, along with its Appendices
- c) The Financial Offer Form
- d) The Conditions of Contract (CC), along with its Appendices
- e) The Technical Description (TD), along with its Appendix (Drawings)
- f) The General Specifications
- g) The Design, Performance, Material and Workmanship Specifications for Electromechanical Works and Railway Systems
- h) The Design, Performance, Material and Workmanship Specifications for Trackwork
- i) The Design Specifications for Civil Works
- j) The Material and Workmanship Specifications for Civil Works
- k) The Information Data of the Project

The aforesaid documents shall be posted on ESIDIS web portal ([www.promitheus.gov.gr](http://www.promitheus.gov.gr)) and on ATTIKO METRO S.A.'s web page ([www.ametro.gr](http://www.ametro.gr)). It is stressed that the Drawings of the Technical Description's Appendix (item e) shall be made available also in dvd (.pdf and editable format) by ATTIKO METRO S.A. and all interested parties can be supplied with same at the postal address referred to in paragraph 1.3 of this Invitation, further to pertinent communication. The Project Information Data (item "ia") are available in CDs and can be obtained by the interested parties at the postal address indicated in paragraph 1.3 herein upon communication.


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

**2.3** Interested economic operators are given the option, prior to the submission of Offers, to submit questions and request clarifications regarding the documents at the web page for this specific tender, via ESIDIS web portal [www.promitheus.gov.gr](http://www.promitheus.gov.gr) by **October 16<sup>th</sup> 2020, at 11:00**,

It is stressed that for submitting a request for the provision of supplementary information – clarifications, economic operators must be registered in the system; in other words, they must possess the required credentials for Login (username and password) granted to them. The electronic file containing the questions related text must bear a digital signature.

**2.4** ATTIKO METRO S.A. shall collect all questions that will be submitted through the web page and shall proceed to the issuance of a Clarifications Document, which shall be posted on ESIDIS web site by November 12<sup>th</sup> 2020, at **11:00h** at the latest. It is stressed that responses shall be provided only to those questions that have been submitted electronically.

It is stressed that any supplementary information, as well as ATTIKO METRO S.A.'s written clarifications on questions filed by the interested parties

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concerning the contract signing procedure shall be all posted at the same time on ATTIKO METRO S.A.'s web page [www.ametro.gr](http://www.ametro.gr).

- 2.5** The Clarifications Document may also include any improvements, supplements or clarifications of the terms of this Invitation, which may be required. The clarifications of the aforementioned Document supplement and are incorporated into the Contractual documents and are considered as an integrated part of this Invitation.
- 2.6** It is stressed that any information, views, etc., which may be given or expressed by any member, executive or employee of ATTIKO METRO S.A. shall not be binding for ATTIKO METRO S.A.. The interested economic operators should take into consideration only the content of the tender documents, the content of the Clarifications Document to be issued by ATTIKO METRO S.A. and the related official correspondence.


### **ARTICLE 3 ELECTRONIC SUBMISSION OF THE OFFER'S FOLDER**

- 3.1** Offers shall be submitted by the interested parties electronically, via ESIDIS [www.promitheus.gov.gr](http://www.promitheus.gov.gr) portal in an electronic folder of the sub-system, by the final deadline and until the time determined in article 14 of this Invitation.

In order to participate in the subject procedure, the interested economic operators must possess a digital signature to be granted to them by the authority certified to provide digital signatures and register into the electronic system (ESIDIS – Web Portal [www.promitheus.gov.gr](http://www.promitheus.gov.gr)) following the registration procedure described in article 5, paragraphs 1.2 – 1.4 stipulated in the Joint Ministerial Decision No. 117384/31.10.2017(3821 B) “Settling technical issues regarding the award of public contracts for works, designs, and provision of technical and other similar scientific services, using the individual tools and procedures of ESIDIS”.

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.


Economic operators' associations shall submit Common Offers, which shall be necessarily signed digitally either by all economic operators forming the association or by a representative of theirs, lawfully authorized to this end. At the penalty of the offer's rejection, the offer shall necessarily specify the extent and the type of each member's participation (including their share of fee) in the association, as well as the association's representative / coordinator (paragraph 22.3.3 herein).

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- 3.2** The electronic folder of the Offer shall include:
- a. One sub-folder named “Back-up Documentation for Participation” (Category: Technical”), and
  - b. One sub-folder named “Financial Offer” (Category: “Commercial”.
- 3.3** In the relevant field of the sub-system, when preparing his offer, Bidders shall indicate any confidential information, as per the stipulations of article 2.5.7 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.
- 3.4** In case information is submitted in ZIP files, the Bidder must submit the part of information that he wishes to indicate as confidential, in line with the above, in separate .pdf electronic files of or in a separate ZIP file.
- 3.5** Users – economic operators shall submit the above (sub)folders via the sub-system, as described below:
- a. The data and back-up documentation included in the (sub)folder with the indication “Participation back-up documentation” are those indicated in article 22.2 of this Invitation and shall be electronically submitted by the economic operator in .pdf files; should they be prepared / produced by this economic operator, they shall bear an approved prior digital signature or a prior digital signature documented by approved certificates, in line with paragraph 3 of article 8 of the Joint Ministerial Decision 117384/2017;
  - b. Within three (3) working days upon the electronic submission of the aforesaid information and back up documentation – at the penalty of disqualification - participating parties must submit to ΑΤΤΙΚΟ ΜΕΤΡΟ S.A. in a printed format and in a sealed envelope the electronic offer related information, which must be delivered in originals, in line with Law 4250/2014 The aforesaid information and documentation include as an example the participation letter of guarantee, the original documents that have been issued by private entities and are not certified by a Lawyer, as well as the documents bearing the Hague Stamp (Apostille). It is stressed that the aforesaid obligation does not apply to the letters of guarantee issued electronically (T.M.E.D.E. letters of guarantee).

The aforementioned information and back up documentation in printed format shall be deposited to the Document Control Center (DCC) of ΑΤΤΙΚΟ ΜΕΤΡΟ S.A. until **15:00** in a sealed envelope bearing the following indication: “Back-up Documentation – Print Outs” and shall be accompanied by a document drafted by the bidder listing in detail the submitted documentation. The relevant sealed envelope shall necessarily bear the following label and must




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be accompanied **by a cover letter – on the outside** – in order to receive a protocol number upon its delivery to the DCC.

<p><b><u>BACK-UP DOCUMENTATION FOR PARTICIPATION</u></b>  (The company name – mailing address – telephone &amp; fax numbers of the bidder and, in case of a consortium or joint venture, the particulars of all its members)</p> <p><b>FOR THE TENDER:</b></p> <p><b>“EXPANSION OF THE TRAMWAY DEPOT IN THE AREA OF ELLINIKO”</b></p> <p><b>(Reference Code RFP-360/19)</b></p> <p><b>To: ΑΤΤΙΚΟ ΜΕΤΡΟ Α.Ε. 191-193 Messogion Avenue 115 25 Athens</b></p> <p><b>Attention: Tender Committee</b></p> <p><b>NOT TO BE OPENED BY DOCUMENT CONTROL OFFICE</b></p>
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- c. Bidders shall compile their financial offer by filling in the respective special electronic form of the sub-system and by attaching – in the electronic field named "Electronic Offer Attachments" (Add Attachment Category Commercial) and in the respective sub-folder – all information of their Offer in a .pdf format.
- d. Subsequently, through the relevant sub-system, bidders shall produce the electronic files ("Reports") of the Participation Back up documentation and Financial Offer in .pdf files. These files shall be signed by the bidders either using a prior approved digital signature or a prior digital signature documented by approved certificates, in line with paragraph 3 of article 8 of the Joint Ministerial Decision 117384/2017, and shall be attached to the respective (sub)-folders of the offer. Once the offer is submitted to the system, the sub-system makes automated checks for the verification of the electronic offer in relation to the produced electronic files (Participation Back up documentation and Financial Offer) and on condition that these checks are successful, the Offer is submitted to the sub-system. Otherwise, the offer is not submitted and the sub-system will generate an error message on the user interface of the Bidders for the Bidders to make the necessary corrections.
- e. If the back up documentation for participation and the financial terms are not depicted in their entirety in the special electronic forms of the sub-system, bidders shall attach – digitally signed – the relevant electronic files, in line with the terms of this Invitation.

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

In the aforesaid cases in which private documents are submitted along with the offers, these can be accepted, per the stipulations of Law 4250/2014 (A' 94), as simple photocopies, on condition they are accompanied by a legal statement verifying their accuracy, and on condition that the date of signature on them is later than the date of the contract signing (i.e. after the transmission of the invitation to the EU).


### 3.6 Withdrawal of the Offer

Bidders are entitled to request withdrawal of a submitted offer prior to the final deadline for the submission of offers by addressing to the Awarding Authority a written request in a .pdf file, having a prior approved digital signature or a prior digital signature documented by approved certificates, in line with paragraph 2 of article 12 of the Joint Ministerial Decision 117384, by action “On Line Discussions” of the sub-system. Further to the pertinent resolution of ATTIKO METRO S.A., which accepts the relevant request of the bidder, a certified user of ATTIKO METRO S.A. proceeds to the rejection of the relevant electronic offer in the sub-system prior to the final deadline for the submission of offers. Subsequently, the economic operator is entitled to re-submit an offer, via the sub-system, until the final deadline for the submission of offers.


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

### 4.1 Electronic Unsealing and evaluation of offers

- a) Through its pertinent Resolution, ATTIKO METRO S.A.'s BoD shall set the Tender Committee, which will be responsible to review and opine on all the stages of the 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 the required opinions on issues that may derive during the examination of any appeals before the Authority for the Examination of Preliminary Appeals (AEPP).
- b) After the final deadline for the submission of offers, as determined in article 14 herein, and prior to the electronic unsealing, the relevant participants list, as produced by the Sub-system, shall be communicated to the Bidders.
- c) Subsequently, on the date and at the time stipulated in article 14 herein, the members of the Tender Committee proceed to the electronic unsealing of the sub-folders “Participation Back up Documentation” and “Financial Offer”.

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- d) Further to the electronic unsealing of the offer folders, the Tender Committee posts on the website “Attachments of Electronic Tender” the relevant list of the Bidders classified as per the lowest bid, so that the Bidders can be relatively informed.
- e) Further on, as per the lowest bids’ order of classification, the Tender Committee shall check the individual Financial Offer digital files.
- f) Once corrected, if necessary, all financial offers are recorded in a table, per the lowest bids’ order of classification; this table shall be signed by the members of the Tender Committee and constitutes part of the Committee’s proceedings.
- g) Further on, on the same day, the Tender Committee shall check the back-up documentation for participation, as per article 22.2 herein, per the lowest bids’ order of classification, starting from the lowest bidder. If, due to the great number of offers and the review of the letters of guarantee, the checking process cannot be completed on the same day, then the subject procedure shall continue in the next working days.
- h) Prior to the completion of its Proceedings compilation, the Tender Committee shall communicate with the issuing institutions shown on the filed letters of guarantee in order to ascertain their validity. If a forged letter of guarantee is identified, then the candidate shall be disqualified from the tender, a criminal complaint shall be filed to the District Attorney in charge and a disciplinary action related procedure is initiated.
- i) The procedure described above shall be recorded in the Tender Committee Proceedings or in its annex, signed by the Chairman and the members of the Committee. The Tender Committee shall complete the compilation of the relevant Proceedings containing the results of the procedure, whereby it recommends the appointment of the provisional contractor (or annulment thereof) and present it before ATTIKO METRO S.A.’s BoD for approval.
- j) ATTIKO METRO S.A. shall communicate the resolution pertaining to the approval of the Proceedings to all Bidders in electronic format by action “On Line Discussions” and shall grant to the remaining bidders access rights to the submitted information. A preliminary appeal can be filed against this resolution, as per the stipulations of paragraph 4.4 herein.
- k) It is stressed that in case offers bear exactly the same price, then ATTIKO METRO S.A. 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.

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**4.2 Invitation to submit Back Up Documentation of the Provisional Contractor / Proof of Evidence for qualitative selection - Awarding Procedure**

- a) Upon completion of the offers evaluation procedure and the finalization of the results, as per the stipulations of articles 4.1 and 4.4, ATTIKO METRO S.A. shall invite the provisional Contractor by action “On Line Discussions” to submit within a ten (**10**) – day period as of his written relevant notification, the foreseen back-up documentation of the Provisional Contractor (Back Up Documentation for the Award) contained in article 21 herein.
- b) The back up documentation of the provisional Contractor shall be electronically submitted by the economic operator by action “On Line Discussions”.
- c) Within three (3) working days as of the electronic submission of the aforesaid documentation, the economic operator shall necessarily submit to ATTIKO METRO S.A., 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, Law 4250/2014. The printouts of the aforesaid documents within a sealed envelope, bearing the indication “Awarding Documentation”– accompanied **by a cover letter on the outside** – shall be submitted to ATTIKO METRO S.A.’s Document Control Centre **by 15:00** (for the subject envelope to take a protocol number upon its receipt).
- d) If the aforesaid documentation is not submitted or if omissions are ascertained in the documentation submitted and the provisional contractor submits – within the deadline set in paragraph 4.2a – a request before the Tender Committee for the extension to the submission deadline, which (request) is accompanied by a documented evidence proving that he had requested the provision of the back-up documentation, then the Tender Committee shall extend the deadline for the submission of the back up documentation for as long as it is required for the competent authorities to provide the subject documentation.

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

- e) If during the pertinent review it is ascertained that the information provided 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 19 - or that one or more of the requirements are fulfilled in line with article 20 herein, then the offer of the



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provisional contractor is rejected, his participation letter of guarantee becomes payable to ATTIKO METRO S.A. and the tender is awarded to the bidder whose most advantageous offer in terms of finance comes next, based on the price, adhering to the aforesaid procedure.


In case ATTIKO METRO S.A. is duly and timely informed on any alterations on the preconditions that the provisional contractor had stated that he fulfilled – through the European Single Procurement Document (ESPD) – and which (alterations) came as a result or on which the provisional contractor was informed after the declaration and until the date of the notification/invitation to him to submit the back up documentation for the award (belated alterations), then his participation letter of guarantee that had been submitted shall not become payable to ATTIKO METRO S.A., in line with article 15 herein.

If none of the bidders submitted a true or accurate declaration or none of the bidders submits one or more of the required back up documentation or none of the bidders proves that he fulfils the qualitative selection criteria stipulated in articles 19 and 20 herein, then the procedure for the conclusion of the contract shall be cancelled.

- f) The procedure related to the review of the back up documentation for the award shall be completed upon the compilation of Proceedings – which includes any supplementation of the documentation per the stipulations of paragraph 4.2d - by the Tender Committee whereby it recommends either the award or the cancellation of the contract and submits it to ATTIKO METRO S.A.'s BoD for approval.

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

- g) Further to the approval of its aforesaid Proceedings, the resolution for the award, along with a copy of all proceedings pertaining to the review and evaluation of the offers shall be communicated by ATTIKO METRO S.A. to each Bidder not definitely disqualified – except the provisional Contractor – by action “On Line Discussion”. ATTIKO METRO S.A. shall also post in the area “Attachments of the Electronic Tender” the back-up documentation of the provisional contractor.
- h) The Contract is signed once the awarding resolution is communicated to the provisional Contractor, per the stipulations of article 105 of Law 4412/2016, as follows:
- a) Upon idle expiry of the deadline for filing a preliminary appeal or, if it is filed, the deadline for filing a suspension request against the decision of the Authority for the examination of preliminary appeals (AEPP) elapses idle and, in case of filing a suspension request against the decision of the AEPP, a decision is made on the subject request with the reservation to grant a provisional order, per the stipulations of the last clause of paragraph 4 article 372 Law 4412/2016;

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- b) Upon the successful completion of the preliminary review of the contract by the Court of Auditors – should it be required - in line with articles 35 and 36 of Law 4129/2013;
- c) If, should it be required, the provisional contractor submits a Legal Statement, further to ATTIKO METRO S.A.’s relevant request, by action “On Line Discussions” of the sub-system. The subject legal statement, to be signed per the provisions of Article 79A Law 4412/2016, shall state that no subsequent alterations have been raised as far as he is concerned, per the sense of article 104 of Law 4412/2016, in order to be ascertained that the conditions for participation per article 18 are still in effect, that the qualitative selection criteria, per article 20 are still adhered to, and that there are no reasons for disqualification, per article 19, only in case of preliminary review of the contract or in case a preliminary appeal is filed against the resolution for the tender award. The Legal Statement shall be reviewed by the Tender Committee, which prepares the pertinent Proceedings to accompany the contract.

The awarding resolution shall be communicated to the provisional contractor, by action “On Line Discussions” of the sub-system.

#### **4.3 Invitation to Sign the Contract**

By virtue of the same awarding resolution, the selected Contractor will be invited to arrive at a specific place and time, **within a deadline that cannot exceed the twenty (20) – day period**, as of the notification of a special electronic invitation, by action “On Line Discussions” of the sub-system to sign the contract. The subject notification shall entail all lawful results of the awarding resolution.

Should the deadline for the signing of the Contract elapses idle on the appointed Contractor’s fault, who, despite having been called, does not show up for the signing of the Contract or does not submit the required guarantee, in accordance with article 16.2, or fails to comply with his obligations as stipulated in this document, then he is declared forfeited, his participation letter of guarantee becomes payable in favor of ATTIKO METRO S.A., and the procedure provided for in paragraph 4.2 as regards the interested party (economic operator) whose offer follows in the classification drawn by the Tender Committee shall be followed. If none of the interested parties come to sign the subject contract, the awarding procedure is annulled. ATTIKO METRO S.A. reserves the right not to award the Tender and cancel it (in line with article 7 herein), without this constituting any kind of obligation for any compensation to any interested party.

The contract is signed – on the part of the Contractor – by the Bidder’s representative, already authorized as of the award stage – if lawfully authorized to this end -, who initials and stamps all sheets of the contract documents. The Contract about joint ventures or consortia shall be signed by the Legal Common Representative appointed at the time the Offer was submitted, should this person is legally authorized to this end.

When signing the contract, the selected Contractor has to deposit:



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- A Good Performance Letter of Guarantee, in line with article 16.3 herein;
- Certificate issued by the insurance company (-ies) concerning the insurance coverage of the Project, in line with article 19 of the Conditions of Contract. The original Insurance Policies shall be submitted by the Contractor within a deadline of 20 calendar days from the signing of the contract along with the proof of payment of the first installment of the premium;
- On the basis of his competent statutory body resolution, the Contract must also appoint his representative for the execution of the Contract. The Contractor's representative must reside or stay in Athens. The decision on the appointment shall be also accompanied by the representative's statement of acceptance.

The representative's appointment and statement of acceptance shall be unconditional and shall extend to all issues pertaining to 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 **Joint Venture or Consortium**, before signing the Contract, the Contractor shall also submit a Notary Act for the establishment of the Joint Venture/Consortium; the following shall be **necessarily** included therein:

- (a) Acceptance for the joint participation in the execution of the Contract, the percentage by which each member-company participates in the Joint Venture/Consortium (same as in the submission of the offer);
- (b) Statement indicating that the contracting companies participating in the Joint Venture/Consortium are jointly and indivisibly responsible before ATTIKO METRO S.A. for any issue related to the execution of the Project;
- (c) Appointment of a physical entity as the common representative on the part of the Consortium before ATTIKO METRO S.A. throughout the duration of the contract and his deputy;
- (d) Appointment of the member with the major participation percentage in the Joint Venture, which (member) shall have the irrevocable instruction and authorization by the remaining members to represent the joint venture and to bind the aforesaid members of the joint venture before ATTIKO METRO S.A. throughout the execution of the Contract, as well as to act and state all items necessary for the execution of the Contract. The physical entity to be appointed as the Joint Venture/Consortium representative before ATTIKO METRO S.A. and his alternate shall derive from this member (leader).

**Statements of the Representative and his Alternate, whereby they accept their appointment, shall accompany the Notary Act for the Establishment of the Joint Venture/Consortium.** 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. collection of payments, submission of

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accounts, exchange of correspondence, acceptance of letters of guarantee, etc.).

**In case of sub-contracting work**, during the contract signing, the selected Contractor must present to ATTIKO METRO S.A. the full name, the contact details and the legal representatives of his sub-contractors, should this information is known at that specific time. In case of sub-contracting work and during the signing of the contract, the Contractor ought to submit his Sub-Contracting Work Agreement, which shall be approved by the Managing Department, in line with article 165 Law 4412/2016.

Five (5) days prior to the signing of the Contract and in view of avoiding any delays, the Contractor should provide draft of the required back up documentation to be reviewed by ATTIKO METRO S.A..

#### **4.4 Preliminary Appeals / Provisional Court Protection**


Every interested party to whom the award of this contract was or had been of his interest and who has or had suffered any damage or is likely to suffer any damage due to legal acts or omissions of the part of ATTIKO METRO S.A., in violation of the European Union legislation or the national legislation, shall be entitled to file a preliminary appeal before the AEPP (Authority for the Examination of Preliminary Appeals) against ATTIKO METRO S.A.'s legal acts or omissions, specifically determining all legal and actual complaints that justify the interested party's application.

If an appeal is filed against any acts on the part of ATTIKO METRO S.A., then the deadline for filing the preliminary appeal shall be as follows:

- (a) within a ten (10)-day period, as of the communication of the contested act to the interested economic operator, if the subject act was communicated to him either by electronic means or by fax,
- (b) within a fifteen (15)-day period, as of the communication of the contested act to the aforesaid economic operator, if the subject act was communicated to him by other communication means,
- (c) within a ten (10)-day period as of date when the economic operator takes full, actual or presumed cognizance of the act that harms his interests. Especially as regards the filing of an appeal against the Invitation, full cognizance of same is presumed to take place fifteen (15) days after its publication on KIMDIS,
- (d) In case of omission, then the deadline for filing the preliminary appeal shall be fifteen (15) days as of the date that follows the day the contested omission was effected.

Based on the provisions of p.d. 39/2017, the preliminary appeal shall be electronically filed to ATTIKO METRO S.A. by action “On Line Discussions” of the sub-system, using the standardized form, by selecting the option



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“Preliminary Appeal” and by attaching the respective document, according to paragraph 3, article 8 of J.M.D 117384/26.10.2017.

For reasons of admissibility of the preliminary appeal’s filing, a fee shall be paid in favor of the Greek State by the party who files the subject appeal, as per the specific stipulations of article 363 Law 4412/2016; this fee shall be returned to the subject party if his appeal is accepted either in its entirety or partially or in case ATTIKO METRO S.A. withdraws its contested act or proceeds to the appropriate action before AEPP issues a decision pertaining to the aforementioned appeal.

The deadline for filing the preliminary appeal and its filing do obstruct the conclusion of the contract at the penalty of cancellation, which is ascertained through the AEPP’s decision further to the filing of an appeal, in line with article 368, Law 4412/2016.

The previous paragraph does not apply to the cases of paragraph 2 article 364 of Law 4412/2016, as amended via Law 4605/2019.

As to the remaining issues, the filing of the preliminary appeal does not obstruct the progress of the tendering procedure, unless interim protective measures are required, by virtue of article 366, Law 4412/2016.


By action “On Line Discussions” of the sub-system, ATTIKO METRO S.A.:

- (a) communicates the preliminary appeal to every interested party, as per the provisions of item (a), paragraph 1, article 365 of Law 4412/2016 and item (a), paragraph 1, article 9 of p.d. 39/2017;
- (b) notifies, provides access to all information about the tender and transmits to AEPP all items stipulated in item (b), paragraph 1, article 365 of Law 4412/2016 (as amended via Law 4605/2019), in line with paragraph 1, article 9 of p.d. 39/2017.

AEPP gives a ruling on the soundness of the contested actual and legal allegations contained in the appeal, as well as of ATTIKO METRO S.A.’s allegations and, in case of intervention, of the allegations of the party who has intervened, and makes a decision either accepting (either in total or in part) or rejecting the said appeal; this decision is issued within an exclusive deadline of twenty (20) days, as of the date when the subject appeal is examined.

In case of supplementary justification on the contested act, this (justification) shall be filed up to ten (10) days prior to the discussion of the appeal and shall be communicated on the same date to the person filing it through the ESIDIS platform and, if this is not feasible, through any other appropriate means. Petitions on the views and the supplementary justification of ATTIKO METRO S.A. shall be filed through the ESIDIS platform up to five (5) days prior to the discussion of the appeal.

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

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The party who has a legitimate interest in this matter, may request the suspension of the execution of AEPP’s decision and its cancellation before the competent court. ATTIKO METRO S.A. is also entitled to file the same means of redress if AEPP accepts the preliminary appeal. By the means of redress pertaining to the application for suspension and to the application for cancellation, it is assumed that, along with the decision of AEPP, the legitimacy of all acts or omissions on the part of ATTIKO METRO S.A. concerning the aforesaid decision is also contested, if the aforesaid decision, acts and omissions is issued or are executed respectively until the discussion of the application for suspension or until the first discussion of the application for cancellation.


Filing the application for suspension does not depend on the previous filing of the application for cancellation. The application for suspension is filed before the competent court within a delaine of ten (10) days following the communication or full cognizance of the decision on the preliminary appeal and is discussed within thirty (30) days at the latest as of its filing. The precondition for filing the application for suspension is the payment of the fee provided for by the stipulations of article 372, paragraph 4, Law 4412/2016.

The application for suspension does obstruct the signing of the contract, unless the competent court decides otherwise, through the provisional order.

## **ARTICLE 5 CONTRACTUAL DOCUMENTS AT THE STAGE OF EXECUTION – ORDER OF PREVALENCE**

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

1. The Construction Agreement
2. The Contractor’s Financial Offer
3. This Invitation, along with its Appendices, and the Clarifications Document that might be issued
4. The Conditions of Contract (CC), along with its Appendices
5. The Technical Description (TD), along with its Appendix (Drawings)
6. The General Specifications
7. The Design, Performance, Material and Workmanship Specifications for Electromechanical Works and Railway Systems
8. The Design, Performance, Material and Workmanship Specifications for Trackwork
9. The Design Specifications for Civil Works
10. The Material and Workmanship Specifications for Civil Works
11. The Construction Time Schedule of the Contractor, as this will be approved by ATTIKO METRO S.A.
12. The Designs of the Contractor, as these will be approved by ATTIKO METRO S.A.
13. The Information Data of the Project

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## **ARTICLE 6 SUPPLEMENTATION – CLARIFICATION OF INFORMATION AND BACK-UP DOCUMENTATION**

During the evaluation of the offers, within a reasonable deadline, which cannot be less than seven 7 days, as of the notification date of the related invitation, ATTIKO METRO S.A. or the Tender Committee can invite the economic operators to provide clarifications or to supplement back up documentation, including the financial offer, that they have submitted, by action “On Line Discussions” of the sub-system, in line with article 310 of Law 4412/16 and article 13 of JMD #117384/26-10-2017.

Any clarification or supplementing information submitted by the bidders, without ATTIKO METRO S.A. having requested so, shall not be taken into account.

## **ARTICLE 7 ANNULMENT OF THE TENDERING PROCESS**

**7.1** The contract conclusion procedure shall be completed upon approval of its results and its award by ATTIKO METRO S.A.’s BoD.


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

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

**7.3** The contract awarding process can also be annulled through ATTIKO METRO S.A.’s BoD resolution and further to the Tender Committee’s relevant opinion in the following cases:

- a) for irregular conduct of the tender procedure, provided that the result of the procedure is affected by the irregularity;
- b) if the financial and technical parameters related to the awarding process have essentially changed and the execution of the contractual scope no longer interests ATTIKO METRO S.A.;
- c) if the contract cannot be executed due to force majeure;
- d) the offer is considered disadvantageous – in terms of finance;
- e) if the validity of the offers expires and if the interested parties do not accept to provide the required extensions;
- f) For any other reasons pertaining to public interest.

**7.4** If errors or omissions are noted at any phase of the procedure, the procedure may be partially cancelled and/or, its result may be reformed accordingly by ATTIKO METRO S.A.’s BoD, or it may be decided by ATTIKO METRO S.A.’s BoD itself to repeat the procedure from the point where an error or omission was noted.

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**7.5** As to the remaining issues, applicable shall be the provisions of article 317 of Law 4412/16.

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

#### **ARTICLE 8 LANGUAGE OF THE TENDER PROCEDURE**

**8.1** 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.

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

**8.3** The Convention of Hague dated 05.10.1961, ratified by Law 1497/1984 (A'188), shall apply to all foreign public documents and back documentation. 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.


**8.4** Information and technical leaflets and other printouts of the supplier / construction agency -- or not - with special technical content can be submitted in the English language and may not necessarily be translated into Greek.

**8.5** Verbal communication with ATTIKO METRO S.A. and the communication between ATTIKO METRO S.A. and the Contractor shall be necessarily in Greek. The Contractor is obliged to facilitate the communication of his foreign employees with ATTIKO METRO S.A. by making arrangements for the presence of interpreters.

#### **ARTICLE 9 APPLICABLE LEGISLATION**


With regard to the Contract's award and execution, the following provisions are mainly in force, as these are valid at the time this Invitation is published:

- a) Law 4412/16 and more precisely, the provisions of Book II (articles 222 to 338); as regards the execution of the Contract, articles 134 to 181 of Law 4412/16
- b) the terms of the Contract and
- c) the Civil Code shall additionally apply.

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

The participation in the procedure for the conclusion of the subject contract, i.e. the submission of offers, constitutes proof that the participating economic operator has studied and has taken full cognizance of the terms and the documents of the (bidding) procedure and that he has checked and is fully aware of all information about the local and special conditions that may affect the works for the construction of the project and that he has taken all this information into account in the formulation of his offer.

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## CHAPTER B'

### ARTICLE 11 SCOPE OF THE CONTRACT – CONTRACT CPV - OVERALL BUDGETED EXPENDITURE –FUNDING - DEADLINES

#### 11.1 Title of the Project and Contract Scope

The Title of the Project is: **“EXPANSION OF THE TRAMWAY DEPOT IN THE AREA OF ELLINIKO”** and the Reference Number is RFP-360/19.

The scope of the Contract includes the preparation of all designs and works pertaining to Civil Works, as well as to Electromechanical and Railway Systems related to the following:

- The construction of a new 70m x 43m. open (along its perimeter) building / shed, to be built in an area of approximately 5,000 square meters, adjacent to the existing Tramway Depot; the new Depot will serve the needs for stabling twenty two (22) new tramway vehicles on eleven (11) parallel new ballasted or concrete tracks, each one being able to accommodate two (2) vehicles – lengthwise. The new tracks will be connected to the existing tracks of the depot via new railway turnouts at their ends, while the 750 V DC overhead catenary system will be also expanded in order to ensure smooth circulation of the tramway vehicles on the new tracks. The area in-between the tracks underneath the shed shall accommodate the required small-height platforms that need to be constructed and that will be used for cleaning the vehicles. Due to the expansion of the depot and in view of managing increased tramway vehicles' fleet, the Electromechanical and Railway Systems in the existing depot must also be updated.
- The execution of additional works within the existing workshop building for constructing two (2) new manholes / repair trenches and covering the operational needs arising from the Depot's expansion and the supply of the new tramway vehicles.

The works/obligations of the Contractor for the implementation of the Project are mentioned in detail in the remaining articles herein and in the remaining documents of the Contract.

#### 11.2 CPV Codes for the Contract / Geographical Areas

The CPV Codes for the Contract are as follows:

45234126-5 “Tramline Construction Works”


45234127-2“Tramway Depot Construction Work”

45234128-9“Tramway Platforms Construction Work”

**The Geographical areas** of the Agency and of the Project are as follows:

Geographical Area of the Agency (Nuts)

EL30

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Geographical Area of the Contract Execution (Nuts)

EL30

**11.3**

**The foreseen expenditure of the Project – including Contractor’s Overhead and Contractor’s Profit (C.O. / C.P.)** – on the basis of which the Bidders shall submit their Financial Offer (Lump Sum Price) amounts to **twelve million five hundred thousand EURO (12,500,000.00 €)** not including contingencies, revision, works, executed on a cost plus basis and VAT.

The overall budgeted expenditure of the Project is broken down as follows:


(1)	<b>BUDGETED EXPENDITURE OF THE PROJECT, incl. CO AND CP :</b>	<b>12,500,000.00</b>
(2)	<b>CONTINGENCIES (9%) :</b>	<b>1,125,000.00</b>
(3)	<b>BUDGETED EXPENDITURE OF THE PROJECT incl. CONTINGENCIES :</b>	<b>13,625,000.00</b>
(4)	<b>REVISION :</b>	<b>125,000.00</b>
(5)	<b>BUDGETED EXPENDITURE OF THE PROJECT incl. CONTINGENCIES AND REVISION :</b>	<b>13,750,000.00</b>
(6)	<b>WORKS ON A COST-PLUS BASIS :</b>	<b>1,000,000.00</b>
(7)	<b>OVERALL BUDGETED EXPENDITURE OF THE PROJECT, not including VAT (BUDGETED OVERALL PRICE) :</b>	<b>14,750,000.00</b>
(8)	<b>VAT (24%) :</b>	<b>3,540,000.00</b>
(9)	<b>OVERALL BUDGETED EXPENDITURE OF THE PROJECT, incl. VAT</b>	<b>18,290,000.00</b>

The overall budgeted expenditure of the Project, is binding and the Bidders are not allowed to exceed same.

The Contingencies related contract expenditure shall be determined at a percentage of 9% on the offered expenditure of the Project (LSP), including CO and CP.

The revision related contract expenditure shall derive following the implementation of the presumed discount on the budgeted revision expenditure shown in the aforementioned table.

The Works on a Cost-Plus basis related contract expenditure shall derive following the implementation of the presumed discount on the Contractor’s Overhead and Profit.

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**11.4** The Project has been included into the Act “Tramway Westbound Extension in the region of Piraeus – Phase B” co-funded by the European Union (EU) in the framework of “ATTICA” Regional Business Plan (RBP) as a Project integrated into the National Strategic Reference Framework (NSRF) 2014-2020 (Project No. 2016ΕΠΟ8510130).

**11.5** The deadline for the completion of the Project is set to **seven hundred and ninety (790)** calendar days as of the Contract signing date.

Article 10.3 of the CC provides for the Partial Deadlines of the Project.

**ARTICLE 12 PROCEDURE FOR THE SELECTION OF THE CONTRACTOR –  
CRITERION FOR THE AWARD OF THE CONTRACT**

**12.1** The Contractor shall be selected on the basis of the open procedure.

**12.2** The criterion for the Contract award shall be the most advantageous offer, in financial terms, on the basis of the price offered.

**ARTICLE 13 OFFERS – OFFER VALIDITY PERIOD**

**13.1** The offers shall be compiled in accordance with the requirements of this Invitation.

**13.2** No alternative offers shall be accepted, nor any offers for part of the contract. Each bidder can only submit one offer.

The offers shall be in effect for a period of **nine (9) months** after the expiry of the final deadline for the submission of the Offers.

The validity period of the offers can be extended, in accordance with article 97 of Law 4412/2016.


**ARTICLE 14 EXPIRY OF THE DEADLINE FOR ELECTRONIC SUBMISSION OF  
OFFERS**

**14.1** The deadline for the electronic submission of the Offers expires on **Wednesday November 18<sup>th</sup> 2020, at 11:00h**. Any Offer not submitted within the prescribed deadline shall result in the disqualification of the Bidder.

**14.2** The electronic unsealing of the Offers shall be effected on **November 19<sup>th</sup> 2020, at 11:00h**.

If due to incidents of force majeure or if for technical reasons, the unsealing of the offers is not conducted on the date set or if until that date no offer has been submitted, then the unsealing procedure and the final deadline shall be shifted to any date, upon ATTIKO METRO S.A.’s resolution. This resolution shall be notified to the bidders by action “On Line Discussions” and shall be posted on the Official Journal of the European Union, KIMDIS and on ATTIKO METRO S.A.’s web page, as well as on “Tenders Electronic” ESIDIS portal



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[www.promitheus.gov.gr](http://www.promitheus.gov.gr). If the unsealing of the offers is not feasible on that date too or if no offers are submitted until that date, then a new date can be set, adhering to the provisions stipulated in the two previous clauses herein.

## ARTICLE 15 ADVANCE PAYMENT - CONTRACTOR’S FEE – METHOD OF PAYMENT

**15.1** The Contractor shall receive and interest-bearing advance payment, to be paid either on a lump sum basis or partially, amounting to 10% on the contract price (revision and VAT excluded). The manner in which the advance payment will be granted and amortized is stipulated in the Conditions of Contract.

**15.2** The new work unit price determination shall be effected in line with article 156 of Law 4412/16 and the content of article 7 of the Conditions of Contract.

By virtue of article 156 of Law 4412/16, ATTIKO METRO S.A. shall determine the following, namely:

- a. Discount on the subject contracting work for the compilation of new work unit prices concerning each work of the entire Project, equal to the presumed discount;

The presumed discount % of the Tender for application to the new prices of the Project is hereby determined by the following fraction, namely:

$\frac{\text{(Budgeted Expenditure of the Project, incl. CO \& CP- LSP of the Contractor's Financial Offer)} \times 100}{\text{Budgeted Expenditure of the Project, incl. CO \& CP}}$
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rounded off to two decimal places.

- b. A fixed coefficient “σ” for the multiplication of the new work unit prices equal to 1.

**15.3** In case preparation of an additional design or modification thereof is required, then the fee for the subject design shall be calculated in line with the Pre-estimated Fees related Regulations for Designs, by applying the presumed discount of the contracting work without the application of the Overhead (OH) and the Contractor’s Profit (CP).

**15.4** It is allowed for the contractual quantities of works to decrease. In this case, the expenditure saved (minus cost) can be utilized for the execution of other works in the framework of this Project, in line with the provisions of article 156, paragraph 3b of Law 4412/16.

**15.5** The items forming the Contractor’s fee, any retention and the any other financial burden, the way this fee will be granted and the remaining relevant terms and conditions are stipulated in the Conditions of Contract.

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## ARTICLE 16 LETTERS OF GUARANTEE

### 16.1 General Terms

The letters of guarantee shall be issued by Credit or Funding institutions or Insurance Companies, per the sense of cases (b) and (c), 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 selection of the economic operator / Contractor – by one or more institutions as described above, regardless of their amount.

In case the Letter of Guarantee is issued by a foreign Institution, it can be compiled in **the English language**; however, in this case, it must necessarily be accompanied by an official translation in Greek.


It is stressed that ATTIKO METRO S.A. shall check the validity of the Participation Letters of Guarantee by transmitting a pertinent letter to the Credit Institutions, for these institutions 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 subject procedure, and a criminal complaint shall be filed to the District Attorney. The same checking shall be effected for Good Performance Letters of Guarantee and if it is proven that an invalid, false or forged Letter of Guarantee has been submitted, then the Contractor **shall be forfeited** and a criminal complaint shall be filed to the Prosecutor.

The letters of guarantee shall be explicit, irrevocable, unconditional and payable on ATTIKO METRO S.A.'s first demand. The letters of guarantee shall be collectable and payable in Greece while any dispute on them shall be subject to the exclusive jurisdiction of the competent Greek Courts of Athens and shall be governed by the Greek Law.

### 16.2 Participation Letter of Guarantee

16.2.1 For participating in the Tender, by virtue of the terms of paragraph 1a), article 72 of Law 4412/2016, the participating economic operators shall submit a Participation Letter of Guarantee against an amount **two hundred and ninety five thousand EURO (295,000.00 €)**. The amount of the Letter of Guarantee corresponds to **two percent (2%)** of the Overall Pre-estimated Value of the Contract.

16.2.2 In case of an economic operators' association, the Participation Letter of Guarantee shall include the term that this guarantee covers the obligations of all economic operators participating in the association. In this case, more than one Letters of Guarantee can be issued, which shall cumulatively cover the

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total amount of the Guarantee, provided that each of these Letters of Guarantee is issued in favour of all the members of the association and not in favour of separate individual members.

16.2.3 The Participation Letters of Guarantee shall be compiled in accordance with Sample A.1 of Appendix A attached hereto. In case the Letter of Guarantee cannot be issued in Greek because the issuing Bank does not operate in Greece, the Letters of Guarantee shall be issued in English in accordance with Sample A.2 of Appendix A herein, and shall be accompanied by an official translation in Greek.

16.2.4 This Letter of Guarantee shall be valid for a time period of at least thirty (30) days after the expiry of the validity time of the offer – as stipulated in article 13 herein; otherwise, the offer shall be rejected. Prior to the expiry of the offer, ATTIKO METRO S.A. can request the bidder to extend the validity period of his offer and his participation letter of guarantee.

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

Economic operators not complying with the aforesaid invitation of the Committee **shall be disqualified** from the Tender.

16.2.6 **Offers not accompanied by Letters of Guarantee for Participation, as specified above, shall not be accepted. Economic operator not complying with the above shall be disqualified from this procedure.**

16.2.7 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.


The Participation Letter of Guarantee shall be returned to the remaining Bidders,

(a) if the deadline for filing a judicial 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, and

(c) if the pre-contractual auditing by the Court of Auditors, if required, is completed.

As far as the previous awarding stages are concerned, the Participation Letter of Guarantee shall be returned to the participants in the following cases:

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- a) if the validity period of the offer has expired and this no renewal whatsoever,
- b) if the offer is rejected and on condition that no judicial appeal or legal means have been filed or in case the deadline for filing any judicial appeal or legal means elapses idle or in case of their waiver or in case these have been rejected irrevocably.

16.2.8 The Letter of Guarantee for Participation **becomes payable** if the Participant removes his offer while it is still valid, does not submit in due time the back-up documents foreseen by the Contract, or if he does not show up in due time to sign the Contract, or if he provides false data or information that are required by ATTIKO METRO S.A., in accordance with articles 21 and 4.3 of this Invitation.


### 16.3 Good Performance Letter of Guarantee

16.3.1 For the Contract signing, the Contractor shall submit a Good Performance Letter of Guarantee, in accordance with article 302, paragraph 1b of Law 4412/16, **rising to a percentage of 5% on the value of the Contract**, VAT excluded, based on Sample B.1 of Appendix B attached hereto. If the subject Letter of Guarantee cannot be issued in the Greek language because the Issuing Credit Institution does not operate in Greece, then it shall be issued in English – in line with Sample B.2 of Appendix B herein – and shall be accompanied by an official translation in the Greek language. The Good Performance Letter of Guarantee becomes payable in case the contract terms are violated, as specified therein.

16.3.2 In case the contract is amended, as per article 337 of Law 4412/16, which results in the increase of the contract price, then the Contractor shall be obliged to deposit – prior to the amendment – a supplementary guarantee whose amount will rise to 5% on the amount of increase – VAT excluded.

16.3.3 The Good Performance Letter of Guarantee must guarantee, in its entirety and without any distinction, the due, complete, workmanlike and timely implementation of the contract scope, in strict adherence to the requirements, specifications, terms and conditions of the contract. The aforesaid LoG shall cover all requirements on the part of ATTIKO METRO S.A. against the Contractor either for any violation of the contract terms or for undue execution of the contract or for any claim on the part of ATTIKO METRO S.A. due to the imposition of a penal clause against the Contractor, or for the payment of compensation. However, this LoG does not release the Contractor from his obligation to compensate ATTIKO METRO S.A., in case ATTIKO METRO S.A. suffers any damage over the amount of guarantee.

At any given time, ATTIKO METRO S.A. is entitled to claim through its written notice addressed to the Credit Institution that issued the Good Performance Letter of Guarantee payment of the amount of the Good Performance Letter of Guarantee – either in full or in part – in order to satisfy its claims against the Contractor, which derive from this contract and which are due to non-adherence of his contractual obligations. The Good Performance Letter of Guarantee becomes payable in favor of the Project Owner, based a well – documented decision made by the Manager of the Managing Department,

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especially after the finalization of the Contractor’s forfeiture. The Contractor’s objection against the subject decision does not suspend the collection of the guarantee amount.

- 16.3.4 The Good Performance Letter of Guarantee, as formulated after the amendments of the Contract, shall decrease at twenty per cent (20%) right after the approval of the Provisional Acceptance Protocol. The overall guarantee amounts shall be returned after the approval of the Final Acceptance Protocol and the approval of the final account, as per the provisions of Law 4412/16, and on condition that the terms of this Invitation have been fulfilled.

All letters of guarantee shall be issued and kept in favour of ΑΤΤΙΚΟ ΜΕΤΡΟ S.A., at the exclusive expense of the Contractor.

## **ARTICLE 17 PUBLICITY – PUBLICATION EXPENSES**

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

The Contract Notice, i.e. the relevant standard form “Contract Notice” **was transmitted**, via [simap.europa.eu](http://simap.europa.eu), for publication to the Publication Service of the European Union on 28/9/2020.

### **17.2 Publication in Greece**


The Contract Notice mentioned in the aforementioned paragraph and the Invitation to Tender is published in KIMDIS.

The summary of this Invitation is published in the Greek Press, is posted on DIAVGEIA [diavgeia.gov.gr](http://diavgeia.gov.gr), and on ΑΤΤΙΚΟ ΜΕΤΡΟ S.A.’s web page ([www.ametro.gr](http://www.ametro.gr)).

In addition, the complete document of the Invitation to Express Interest and all tender documents shall be posted on ESIDIS Portal and on ΑΤΤΙΚΟ ΜΕΤΡΟ S.A.’s web page ([www.ametro.gr](http://www.ametro.gr)).

- 17.3 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.

- 17.4 The fees deriving from the applicable legislation and concerning the necessary publications shall be borne by the Contractor and shall be collected through the first payment account of the contract. The subject fees must not exceed the amount of € 3,000.00.

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## CHAPTER C'

### ARTICLE 18 ELIGIBLE TO PARTICIPATE IN THE TENDER

**18.1** Eligible to participate in the tender are natural or legal entities or their associations, whose business activities involve **Roadworks, Electromechanical and Building Works** which are established:

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

AND

which can prove that they fulfill the terms and conditions of this Invitation.

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

**18.3** Associations of economic operators shall participate under the terms of paragraphs 1(e) and 3(b) of article 76, Law 4412/16.


**18.4** The subject associations shall not be obliged to be vested with a specific legal form, for it to submit an offer or an application for participation, as per paragraph 2, article 254 of Law 4412/2016.

**18.5** If the association is appointed as the Contractor, its legal status must ensure only one tax ID number (e.g. association established by virtue of a notary act), in line with paragraph 4, article 254 of Law 4412/2016.

In any case, the legalizing documents about the establishment of the association must prove that its members are jointly and severally responsible before ATTIKO METRO S.A. for the execution of the Contract.

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


**19.1** Each economic operator is disqualified from this procedure related to the conclusion of the contract, if one of the reasons described below concerns him (in case the bidder is an individual natural or legal entity) or one of his members ((in case the bidder is an association of economic operators):

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19.1.1 Each economic operator **shall be disqualified** from the contract signing procedure, if it is proven or if the awarding authority is aware of – in any other way – that there is an irrevocable conviction by a final decision against him for one of the following reasons:

- a) **Participation in a criminal organization**, as this is defined in article 2 of the Council Framework Decision 2008/841/JHA dated October 24<sup>th</sup> 2008, on the fight against organized crime (EE L 300 dated 11.11.2008, page 42).
- b) **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 22<sup>nd</sup> 2003 on combating corruption in the private sector (EE L 192 dated 31.07.2003, page 54), and as stipulated in the applicable legislation or in the national law of the economic operator.
- c) **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).
- d) **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 13<sup>th</sup> 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.
- e) **Money laundering** or terrorist financing, as defined in article 1, Directive 2005/60/EC of the European Parliament and European Council dated October 26<sup>th</sup> 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).
- f) **Child labour and trafficking in human beings**, as defined in article 2, Directive 2011/36/EU of the European Parliament and European Council dated April 5<sup>th</sup> 2011, on preventing and combating trafficking in human beings and protecting its victims, and replacing Council Framework Decision 2002/629/JHA of the European Council (EE L 101 dated 15.04.2011, page 4), which has been integrated into national legislation via Law 4198/2013 (A’215).

Especially, the obligation for the economic operator to be disqualified from the subject procedure, based on the previous clauses, 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 making or control therein. The aforesaid obligation is in effect in the following cases: .

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- a) In case of General Partnership Companies, Limited Liability Companies or Limited Partnership Companies, the obligation referred to in aforesaid clause concerns at least the administrators.
- b) In case of Sociétés Anonymes, the obligation referred to in aforesaid clause concerns at least the Managing Director and all members of the Board of Directors.
- c) In case of associations, the obligation referred to in aforesaid clause concerns at least the members of the Board of Directors.

In all remaining cases of legal entities, the obligation stipulated in previous clauses concern their legal representatives.

19.1.2 Each Bidder / Economic Operator **shall be disqualified** from the contract signing procedure in the following cases:

- a) If the economic operator has failed to observe his obligations regarding the payment of taxes or social security contributions and this has been proven on the basis of a final binding judicial or administrative decision, as per the provisions of the country he is established or as per the national legislation and/or if ATTIKO METRO S.A. can prove through the appropriate means that the bidder has failed to observe his obligations regarding the payment of taxes or social security contributions.


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

The economic operator shall not be disqualified if he has fulfilled his obligations either by paying all due taxes or social security contributions, including – on a per case basis – the accrued interests or fines, or by being subjected to a binding settlement for their payment.

- b) If ATTIKO METRO S.A. is aware of the fact or if ATTIKO METRO S.A. can prove using the appropriate means that to the detriment of the economic operator 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.




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19.1.3

Each economic operator **shall be disqualified** from any participation in the contract conclusion procedure if any of the following cases exist, namely:

- a) If the economic operator has not fulfilled his obligations, as per paragraph 2, article 18 of Law 4412/16.
- b) 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. ATTIKO METRO S.A. may not disqualify an economic operator under any case of the aforesaid clause on condition that ATTIKO METRO S.A. 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).
- c) If, without prejudice to article 44, paragraph 3b of Law 3959/2011, as applicable, there is sufficient reasonable proof leading to the conclusion that the economic operator has concluded agreements with other economic operators with the aim to cause distortion of competition.
- d) If there is a conflict of interests in the sense of article 24, Law 4412/16, that cannot be addressed through less intrusive means.
- e) 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.
- f) 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 that he has undertaken, a fact that resulted in the early termination of the previous contract, payment of compensation and other penalties.
- g) 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 herein.
- h) If the economic operator has attempted to affect in an unlawful manner the decision making process of ATTIKO METRO S.A., to obtain confidential information that may grant him an unfair advantage in the public contract conclusion provision or to provide unintentionally misleading information that may effectively affect the decisions related to the disqualification, the selection of the Contractor or the award of the tender.

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- i) If the economic operator has committed a grave professional misconduct that could question the operator’s integrity.

19.1.4 Disqualified from the contract conclusion procedure shall be an economic operator who subject to the preconditions for implementation of paragraph 4 article 8 Law 3310/2005 (**national reason for disqualification**).

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

**19.3** At any time during the tendering process, ATTIKO METRO S.A. can request the Bidders to submit all or some of the back up documentation, as required, for the correct conduct of the subject process.

**19.4** Any economic operator falling under the cases referred to in paragraphs 19.1.1, 19.1.2b and 19.1.3 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 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.


**19.5** 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.

**19.6** If an economic operator is subject to a penalty for disqualification from public contracts, imposed to him by the joint ministerial decision stipulated in article 74, Law 4412/16, as in effect, shall be *ipso jure* disqualified from this contract conclusion procedure.

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

In order to participate in the tender, and further to the requirements stipulated in article 19 herein, economic operators should fulfil the selection criteria of this article.

At the time they submit their offers, the economic operators shall also submit the European Single Procurement Document (ESPD), stipulated in article 79

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paragraph 1 Law 4412/2016, which is included in the Envelope entitled “Back up Documentation for Participation”, in line with article 22.2. herein.

The tenderer to be appointed as the Provisional Contractor shall be called upon to submit all relevant evidence included in article 21 herein for which he submitted the ESPD.

## **20.1 Competence for exercising professional activities**

20.1.1 As regards the competence for exercising professional activities, the economic operators must be registered in the relevant Professional or Commercial Registry kept in the country where they are established.


More specifically,

- the Bidders established in Greece, must be registered in the Register of Contracting Companies (M.E.EP.) in work categories **stipulated in article 18.1 herein;**
- The Bidders established in a member-state of the European Union must be registered in the Registries referred to in Annex XI of Appendix A, Law 4412/2016;
- The Bidders established in a member – state of the European Financial Area (EFA) or in third countries, as per paragraphs 18.1 (c) and 18.1.(d) of this Document, must be registered in the respective Professional or Commercial Registry kept in the country where they are established.

## **20.2 Credit and financial competence**

20.2.1 Economic operators who participate in the Tender **as individual entities** must possess, as a minimum:

- i. Equities, whose minimum value amounts to EURO 750,000.00. The amounts of the share capital whose payment and certification procedure has not been completed by the supervising authorities are not included in the aforesaid equities.
- ii. Real Estate property with a minimum value of EURO 45,000.00. The real estate property shall include the property of personal use and investment property; real estate property means land, land plots, buildings, mines, quarries and fields.
- iii. Mechanical equipment, with a minimum value of EURO 45,000.00. The terms “Mechanical equipment” incorporate Machinery and Means of Transport, related to the construction of technical works, including hardware, but not the rest office equipment.
- iv. Fixed assets, whose value amounts to EURO 150,000.00 as a minimum. Fixed assets mean the sum up of the Properties plus the Mechanical Equipment, as mentioned above.

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In case of an **association**, through the application of paragraph 1e of article 76 Law 4412/2016, the economic operator, who participates in the association, in order to fulfil the prerequisites for Roadworks and Electromechanical work categories, must meet the aforesaid requirements concerning the individual economic operators, while the economic operator, who participates in the association in order to fulfil the prerequisites for building works category, must fulfil the following requirements namely:

- i. Equities, whose minimum value amounts to EURO 375,000.00. The amounts of the share capital whose payment and certification procedure has not been completed by the supervising authorities are not included in the aforesaid equities.
- ii. Fixed assets, whose value amounts to EURO 75,000.00 as a minimum. Fixed assets mean the sum up of the Properties plus the Mechanical Equipment.

The aforementioned requirements should be in accordance with the detailed stipulations of articles 90 and 100 of Law 3669/2008, as amended and in force.

#### 20.2.2

**Further to the requirements stipulated in the aforesaid paragraph**, all participants must possess sufficient financial resources to cope with the cash flow of the obligations of the contract and to prove the current robustness/reliability of his financial status and his eventual long-term profitability. He/she must possess - as a minimum - credit and financial competence for a minimum amount of **two million EURO (€ 2,000,000.00)**, out of which the amount of at least **one million EURO (€ 1,000,000.00)** must be available for loans and at least **one million EURO (€ 1,000,000.00)** for Letters of Guarantee, out of which an amount at least **one million EURO (€ 1,000,000.00)** must be available for each of the above two cases for this Project.

In case of an **Association**, the credit and financial competence requirements stipulated in this paragraph can be covered **cumulatively** by all its members.


### 20.3

#### **Technical and professional competence**

##### 20.3.1(a)

For **individual Economic Operators**, the following are required, namely:

- For category: **Roadworks**, he/she must be manned – as a minimum – with:
  - 2 engineers each one possessing at least 14 years of experience (in roadworks) and with 2 engineers each one possessing at least 11 years of experience (in roadworks) **or**
  - 1 engineer possessing at least 14 years of experience (in roadworks) and 4 engineers each one possessing at least 11 years of experience (in roadworks) **or**
  - 2 engineers each one possessing at least 14 years of experience (in roadworks) and 1 engineer possessing at least 11 years of experience (in roadworks) and 2 engineers each one possessing at least 8 years of experience (in roadworks) **or**


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- 1 engineer possessing at least 14 years of experience (in roadworks) and 3 engineers each one possessing at least 11 years of experience (in roadworks) and 2 engineers each one possessing at least 8 years of experience (in roadworks).
- For category: **Electromechanical**, he/she must be manned – as a minimum – with:
  - 2 engineers each one possessing at least 14 years of experience (in electrical/mechanical works) and with 2 engineers each one possessing at least 11 years of experience (in electrical/mechanical works) **or**
  - 1 engineer possessing at least 14 years of experience (in electrical/mechanical works) and 4 engineers each one possessing at least 11 years of experience (in electrical/mechanical works) **or**
  - 2 engineers each one possessing at least 14 years of experience (in electrical/mechanical works ) and 1 engineer possessing at least 11 years of experience (in electrical/mechanical works ) and 2 engineers each one possessing at least 8 years of experience (in electrical/mechanical works) **or**
  - 1 engineer possessing at least 14 years of experience (in electrical/mechanical works) and 3 engineers each one possessing at least 11 years of experience (in electrical/mechanical works ) and 2 engineers each one possessing at least 8 years of experience (in electrical/mechanical works).
- For category: **Building**, he/she must be manned – as a minimum – with 1 engineer possessing at least 14 years of experience (in building works) and 1 engineer possessing at least 11 years of experience (in building works).

In case of an **association**, through the application of paragraph 1e of article 76 Law 4412/2016, the economic operator, who fulfils the prerequisites for **Roadworks**, shall be manned – as a minimum – with the aforesaid personnel for category roadworks, the economic operator, who fulfils the prerequisites for **Electromechanical Works**, shall be manned – as a minimum – with the aforesaid personnel for category electromechanical Works and the economic operator, who fulfils the prerequisites for **Building Works**, shall be manned – as a minimum – with the aforesaid personnel for category building works.

The aforesaid requirements shall be in line with the stipulations as detailed in Article 100 of Law 3669/2008, as they have been amended and are in effect.

- 20.3.1 (b) In addition, as regards **individual bidding economic operators**, they must cumulatively possess experience acquired during the last three years on the basic work category of this Project (Roadworks) equal to twenty five per cent (25%) of the turnover depending on the Company’s requested staffing, as this turnover is specified under case d’, paragraph 2, article 99 of Law 3669/2008, as amended and in force. This provision is not in force for the economic operators for whom the option to undertake a project falling under the category Building is presumed, irrespective of the amount of the budget (class 7).

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In case of an **association** at least one economic operator must fulfil the aforementioned requirement.

#### 20.3.2 **Economic operator’s experience in trackwork**

Moreover, as regards **individual bidding economic operators**, they must prove their experience for the time period 2010-2020 in the construction of railway trackwork in tracks, ballast and concrete, including the experience in the installation of turnouts.

In case of an **association** the aforesaid experience must be covered by least one member of the association.

#### 20.4 **Relying on the capacity of other operators (Borrowed experience)**

The participants can invoke and make use of the economic and financial standing 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 participants and these operators.

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


The participating economic operators 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 this case, the participating economic operators must prove that they shall have the necessary resources available, by submitting the relevant document proving the commitment undertaken by these operators for this purpose, in accordance with paragraph 21.8 herein.

In case the participating economic operator invokes economic and financial – credit resources of third parties, then the subject third party shall be liable jointly and severally with the Contractor before ATTIKO METRO S.A. for the recourses he will make available to the bidder.

The participants shall incorporate in the Sub-folder “Back Up Documentation” the ESPD of the operators, whose advantages they invoke.

Moreover, along with the “Back-up Documentation for the Award” the participants shall submit the items required by article 21.8 herein for proving that they rely on the experience of a third party.

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

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Under the same terms, a joint venture/association of economic operators can rely of the capacities of those participating in the association or on other economic operators.

In case the third party, whose experience is invoked by the bidder does not fulfil a selection criterion stipulated herein, or if the third party is subject to any of the disqualification cases stipulated in paragraphs 1 and 2 of article 73, Law 4412/16, then ATTIKO METRO S.A. shall require the bidder, only for once and within a reasonable time period, to replace the specific third party who does not fulfil the relevant requirements. In case the bidder does not respond to the determined deadline or if the second third party does not fulfil the aforesaid requirements, then the offer of the provisional contractor shall be rejected, his participation letter of guarantee becomes payable to ATTIKO METRO S.A. and the project shall be awarded to the bidder whose offer comes next, i.e. it is the most advantageous one, in financial terms, based on the price.

The statements and documentation of the Bidder and of the third parties, whose resources are invoked by the Bidder, shall constitute the content of the contract for the project at hand.

## **ARTICLE 21: AWARDING BACK-UP DOCUMENTS - QUALITATIVE SELECTION DOCUMENTS**


### **21.1 Supporting documents (proof of evidence) – Deadlines for their submission**

This article includes the proof of evidence for qualitative selection (Awarding Back Up Documents) which the provisional contractor shall be called upon to submit in order to prove that he fulfills the preconditions of articles 19 and 20 herein.

The eligibility and the terms and conditions of participation, as specified in articles 18, 19 and 20 herein, are assessed at the time the offer is submitted, when the back-up documentation is submitted, in line with article 4.2 (a to g), and at the time when the contract is concluded, in line with article 4.2 (h) of this Document. **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**, so that these documents be available to ATTIKO METRO S.A. upon first request.

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 (paragraph 4.2.a herein)- a request before the Tender Committee for the extension to the submission deadline, accompanied by back up documents proving that he

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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 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 an administrative authority, a a notary or the professional agency concerned of the country of origin of the Candidate. Legal Statements are not required to bear a signature certification. It is clarified that in case the legal representative of the Bidder is a foreigner and is situated 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 made acceptable as follows:**

- a) **the back up documentation concerning paragraphs 19.1.1, 19.1.2b and 19.1.3b, should they have been issued up to three (3) months prior to their submission;**
- b) **the remaining back up documentation concerning paragraph 19.1.2, should they are valid on the date they are submitted; otherwise, in case no validity date is mentioned, the subject back up documentation should have been issued as per the stipulations indicated in the previous case;**
- c) **the back up documentation concerning paragraph 20.1, the means of evidence pertaining to valid representation, in case of legal entities, and certificates issued by competent authorities referring to the nominalization of shares, in case of 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.





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**21.2 Supporting documents proving that the disqualification grounds (article 19) do not apply**

In order to demonstrate that the reasons for disqualification (**article 19**) do not apply, the provisional contractor shall submit the following supporting documents, further to ATTIKO METRO S.A.'s electronic invitation:

- a) for **paragraph 19.1.1 herein**: an extract of the penalty record or, in case it is unavailable, other equivalent document issued by the responsible judicial or administrative authority of the member-state, or the country of origin, or the country of installation of the economic operator, proving that the said preconditions are met. The persons mentioned in the last four cases of paragraph 19.1.1.
- b) for **paragraph 19.1.2a 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 legislation in the country of installation or the Greek legislation as the case may be.

The economic operators having their seat or constructing projects in Greece must submit the following supporting documents:

- Tax Clearance Certificate issued by the Ministry of Finance (competent Tax Authority) concerning the economic operator and the Associations where this operator participates, as well as the on-going public projects. Foreign bidders must submit a Legal statement that they are not obliged to pay taxes in Greece. Otherwise, they are obliged to submit the said Clearance Certificate issued by the competent Tax Authority.
- Social Security Clearance Certificate issued by the responsible Social Security Organization. This Certificate shall cover the obligations for contributions by the economic operator a) as a physical or legal entity for its personnel under a dependent employment relationship, b) for the project the operator is executing along or as a member of a Joint Venture and c) for its personnel who are obliged to be insured by TMEDE. The economic operators installed in Greece submit a Social Security Contributions Clearance Certificate (main and supplementary insurance) for their personnel under a dependent employment relationship (TMEDE for the insured –members of the Technical Chamber of Greece (TEE), IKA and other personnel). Foreign bidders (natural and legal entities) who do not submit the above supporting documents must submit a Legal Statement that they do not employ personnel that has to be ensured in domestic Social Security Organizations. If they employ such personnel, they must submit the pertinent Social Security Contribution Clearance Certificate.

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- c) For **paragraph 19.1.2(b) 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 declaration by SEPE regarding the issuance of the certificate..
- d) For **paragraph 19.1.3(b)**: 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, and 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), through the “Log/Firm Information” print-out, as this information is shown on taxisnet.
- e) If a member–state or country does not issue the certificates mentioned in cases **(a), (b) and (d)**, or if these certificates do not cover all cases under paragraphs 19.1.1, 19.1.2a and 19.1.3b, 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.

- f) For all other cases presented in **paragraph 19.1.3**, an Official Statement is filed by the Bidder, stating that the grounds for disqualification do not apply to the subject Bidder.

Especially for **case i in paragraph 19.1.3**, as regards the contracting companies registered in MEEP, certificates are submitted which are



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issued by the responsible Chambers and Agencies (TEE, GEOTEE, EETEM), proving that the persons who have a certificate from MEK and are members of the contracting firm have not committed a grievous professional offence.

**g) Supporting documents in paragraph 19.1.4**

In order to prove that there is no reason for disqualification, as mentioned in paragraph 19.1.4, the following documents are submitted, provided that the Provisional Contractor is a Societe Anonyme:

**Certificates pertaining to the nominalization of the shares.** [Companies listed in the Stock Exchange of their country of installation are exempted from this obligation and *in lieu* they submit a Legal Statement by their legal Representative].

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


In particular:

**a) Companies registered in MEEP** submit only the detailed list with the details of the company's shareholders and the number of shares of each shareholder, as these details are recorded in the company's Book of Shareholders, maximum thirty calendar days prior to the offer submittal date, since the requirement for submittal of the certificate whereby it results that the shares are nominal is covered in line with the stipulations of article 21.7 herein.

**b) The foreign companies**, if they possess nominal shares as per the Law in the country of their seat, submit the following:

- aa) Certificate issued by the responsible Authority of the country of their seat, whereby it results that the shares are nominal.
- bb) Detailed list with the number of shares of each shareholder, as these details are recorded in the company's Book of Shareholders, maximum thirty (30) working days prior to the offer submittal date.
- cc) Any other document proving the nominalization down to the natural entity level of the shares that has been effected within thirty (30) working days the latest prior to the offer submittal date.

**c) The foreign companies**, if they do not possess nominal shares as per the Law in the country of their seat, submit the following:

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- aa) A certificate issued by a responsible authority that they are not obliged to nominalize the shares otherwise if such a provision does not exist, they submit a legal statement by the Bidder.
- bb) An updated and valid list of shareholders holding at least one per cent (1%) of the shares or the voting rights of the company.
- cc) In case such a list is not kept, they submit the list of shareholders (possessing one 1%) in accordance with the last General Assembly, should these shareholders are known to the Company.
- dd) If the list stated above is not submitted, the Company ought to justify the reasons why these shareholders are not known. ATTIKO METRO S.A. does not express a judgement on the above justification. However, ATTIKO METRO S.A. may be able to demonstrate the ability to submit the said list of shareholders and solely, in that case, the company is disqualified.


Furthermore, before the contract signing the Bidder submits the Official Statement described in the Joint Ministerial Decision made by the Ministers of Development and of the State no. 20977/23.08.07 (B' 1673) "Supporting documents concerning the registries mentioned in Law 3310/2005, as amended by Law 3414/2005".

- h) To cover case 19.6 herein, an Official Statement by the Bidder, stating that a disqualification decision has not been issued against the bidder, according to article 74, Law 4412/2016.

### 21.3

#### **Back up documentation proving the Competence to exercise the professional activity stipulated in article 20.1**

- (a) Regarding the competence to exercise the professional activity, the economic operators installed in Greece submit a certificate that they are registered in MEEP, for **Roadworks, Electromechanical and Building Works**.
- (b) The economic operators established in other member-states of the EU, submit the statements and certificates listed in Annex XI of Appendix A, Law 4412/2016, proving the competence of the economic operator to execute **Roadworks, Electromechanical and Building Works**.
- (c) The economic operators established in a member – state of the European Financial Area (EFA) or in third countries, as per paragraphs 18.1 (c) and 18.1 (d) of this Document, and respective Professional Registries are kept in these countries, they shall submit a certificate issued by the respective professional or commercial registry.
- (d) The economic operators established in a member – state of the European Financial Area (EFA) or in third countries, as per paragraphs 18.1 (c) and 18.1 (d) of this Document, and respective Professional Registries are not kept in these countries, they shall submit an affidavit or, in member-states or in countries where affidavit is not foreseen, they shall submit an official

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statement before an official judicial or administrative authority, notary public or the responsible professional or commercial Institution in the economic operator’s country of origin or establishment, that such registry is not kept and that he exercises the activity mentioned in article 18 herein.

**21.4 Back up documentation proving the Credit and Financial Competence stipulated in article 20.2**


21.4.1 The Credit and Financial Competence of each economic operator – article 20.2.1 herein - can be demonstrated as follows:

- (a) The economic operators established in Greece submit a certificate that they are registered in MEEP, which constitutes the proof of the information it contains, i.e. a certificate for registration in MEEP, class 4 and over that for categories: Roadworks and Electromechanical Works and class 3 and over that for category: Building Works.
- (b) Foreign economic operators that are registered in the official registries or possess a certificate issued by a certification organization that they comply with the European Certification Standards, in the sense of Annex VII of Appendix A’, L. 4412/2016, can submit to the Awarding Authorities a certificate issued by the responsible Authority or the certificate issued by the competent certification Organization, as per the stipulations of article 83, L, 4412/2016 and article 21.7 of this Invitation, which demonstrates the economic operators capacity and competence to undertake a project – category: Roadworks, Electromechanical and Building Works - with a budget equal or higher than the budget of the tendered project.

It is stressed that those contracting companies that are registered in MEEP and are entitled to undertake a project whose budget is equal to or greater than the budget of the tendered project (concerning either an individual participation or a participation in an economic operators’ association as a member) are not required to prove their economic and financial standing stipulated in article 20.2.1, since this is covered by their registration in the MEEP. The same applies to the foreign economic operators who are registered in the respective professional registries of the country of their establishment, who have both the option and the competence to undertake a project whose budget is equal to or greater than the budget of the tendered one.

(c) More specifically, the following economic operators:

- Foreign economic operators, in whose country of origin no official lists of recognised contractors are kept or do not possess a certificate issued by a Certification Organization, as per the above,
- Foreign economic operators that are registered in official lists (deriving from states of the EU or the EFTA or the GPA of the WTO) or are certified

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by Certification Organizations, but the registration certificate does not prove their possibility and competence to undertake projects with a budget equal or over the tendered project,

- Economic operators established in Greece and not registered in MEEP but the registration certificate does not prove their possibility and competence to undertake projects with a budget equal or over the budget of the tendered project,


must submit the following back up documentation to prove that they fulfil the preconditions of article 20.2.1, namely:

1. The most recent financial statements of the Economic Operator, approved by the competent body of the Administration (General Assembly, Board of Directors or other) – in line with the legislation in force in the country of origin of the Candidate – certified by the Chartered Accountant. The aforesaid financial statements must be compiled in accordance with the accounting standards stipulated in the legislation in the country of origin.
2. A certificate issued by the aforesaid Chartered Accountant about the amount of the Equities (Net position) – in line with the financial statements stipulated in paragraph 1 – along with the relevant adjustments, based on the remarks that the Chartered Accountant has written in his pertinent report.
3. A certificate issued by the aforesaid Chartered Accountant about the overall acquisition value of the real estate property, included in the financial statements stipulated in paragraph 1.
4. A certificate issued by the aforesaid Chartered Accountant about the non-amortized value of the mechanical equipment related to the construction of technical works, which is included in the financial statements stipulated in paragraph 1. The mechanical equipment also includes the transportation means of the Candidate.
5. The fixed assets' value of the Candidate is calculated as the sum up of the real estate property plus the mechanical equipment value, as mentioned above.

#### 21.4.2 Back up Documentation for proving the preconditions stipulated in article 20.2.2

The Credit and Financial Competence stipulated in article 20.2.2 herein - can be demonstrated through the submission of the following back-up documentation, namely:

Certificates issued by Banks or similar Credit Institutions, lawfully operating in the member-states of the EU or the EFA or in the member-states that have ratified the Government Procurement Agreement (GPA), proving the

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participant’s credit and financial competence for an amount of at least **two million Euros (€ 2,000,000.00)**, out of which the amount of at least **one million Euros (€ 1,000,000.00)** must be available for loans and at least **one million Euros (€ 1,000,000.00)** for Letters of Guarantee, out of which an amount at least **one million Euros (€ 1,000,000.00)**, must be available for each out of the above cases for this project, as per Sample B.1 of this Invitation.

In case the aforementioned certificates cannot be issued in the Greek language because the issuing Bank does not operate in Greece, this shall be issued in the English language in accordance with Sample D2, Appendix D of this Invitation and shall be accompanied by an official translation into Greek.

Along with the Bank Certificates, the participants shall submit **Table 1** (Sample D.3 of Appendix D) duly filled in and digitally signed.


In case of an Association, the credit and financial competence requirements can be covered cumulatively by all its members.

## **21.5 Back up Documentation to demonstrate the Technical and Professional Competence, in line with article 20.3**

21.5.1 The Technical and Professional Competence, in line with paragraph 20.3.1, shall be demonstrated as follows:

- (a) The economic operators established in Greece must submit their certificate for registration in MEEP, which constitutes a proof of the information it contains, i.e. a certificate for registration in MEEP, class 4 and over it for categories: Roadworks and Electromechanical Works and class 3 and over it for category: Building Works.
- (b) Foreign economic operators that are registered in the official registries or possess a certificate issued by a certification organization that they comply with the European Certification Standards, in the sense of Annex VII of Appendix A, L. 4412/2016, can submit to the Awarding authorities a certificate issued by the responsible Authority or the certificate issued by the competent certification Organization, as per the stipulations of article 83, L. 4412/2016 and article 21.7 of this Invitation, which demonstrates the economic operators capacity and competence to undertake a project – category: Roadworks, Electromechanical Works and Building Works - with a budget equal or higher than the budget of the tendered project.

It is stressed that those contracting companies that are registered in MEEP and are entitled to undertake a project whose budget is equal to or greater than the budget of the tendered project (concerning either an individual participation or a participation in an economic operators’ association as a member) are not required to prove their technical and professional competence stipulated in article 20.3, since this is covered by their registration in the MEEP. The same applies to the foreign economic operators who are registered in the respective professional registries of the country of their establishment, who have both the option

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and the competence to undertake a project whose budget is equal to or greater than the budget of the tendered one.

(c) More specifically, the following economic operators:

- Foreign economic operators, in whose country of origin no official lists of recognised contractors are kept or do not possess a certificate issued by a Certification Organization, as per the above,
- Foreign economic operators that are registered in official lists (as for example, from member-states of the EU or the EFTA or in the member-states that have ratified the Government Procurement Agreement (GPA)) or are certified by Certification Organizations, but the registration certificate does not prove their possibility and competence to undertake projects with a budget equal or over the tendered project,
- Economic operators established in Greece and registered in MEEP but the registration certificate does not prove their possibility and competence to undertake projects with a budget equal or over the tendered project,


must submit the following back up documentation, in order to prove they fulfil the preconditions of articles 20.3.1(a) and 20.3.1(b).

- i. A List of the Company’s Executives, integrating the degrees and professional skills of those persons and mainly of the persons in charge of the execution of the projects, their CVs and the position they hold in the organization chart of the company.
- ii. A List integrating the projects that have been executed by the subject Company (under its name) during the last 3-year period, accompanied by good performance certificates pertaining to the most important projects, in view of fulfilling the requirements under item 20.3.1(b).

21.5.2 In view of proving the experience required in line with paragraph 20.3.2 herein, participants shall submit the following, namely:

- a) A List of the trackwork related projects that have been executed during the period 2010 – 2020.
- b) Certificates, which will have been issued by the competent authorities proving the workmanlike and timely execution of the projects or completed parts thereof. More specifically, these certificates shall indicate the basic characteristics of the relevant projects, so that they can be evaluated and, thus, ascertained that they do fulfil the requirements of article 20.3.2 as well as the time of their execution; the subject certificates shall also certify that the projects have been executed in line with the rules of the technical offer and have been duly completed. In case the subject projects are executed by a contracting consortium, the certificates shall indicate the



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participation of the Bidder or of the members of the Bidder in the execution of the projects, as well as the specific scope of this participation.

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

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

## **21.6 Back up Documentation to examine the legalization of the provisional contractor**


In case the bidder is a legal entity, then the bidder shall submit all legalizing documents demonstrating the legal representative's signature authorization.

If the bidder is a Societe Anonyme:

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

If the participant is a Limited Liability Company:

- a) Photocopy of the most recent codified statutes, ratified by a public authority, as filed before the responsible Department, as well as the Government Gazette (FEK) where they were published, if necessary; otherwise, the announcement of the registration in GEMI;
- b) Certificate issued by GEMI on any amendments made to the Statutes, non dissolution of the Company and its winding-up, non existing request, petition or Court Decision for dissolution of the company and the appointment or replacement of a liquidator or co-liquidator, etc.

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If the participant is a Private Capital Company or a General Partnership Company or a Limited Liability Company:

- a) Photocopy of the statutes of the Company, ratified by a public authority, and any of its amendments and the announcement of the registration in GEMI;
- b) Certificate issued by GEMI on any amendments made to the Statutes, non dissolution of the Company and its winding-up, non existing request, petition or Court Decision for dissolution of the company and the appointment or replacement of a liquidator or co-liquidator, etc.

As regards private-owned companies and physical entities, a photocopy of the certificate of the commencement of business by the responsible tax authorities and any amendments thereof shall be required.

If the participant is an association of companies, the aforesaid obligation to submitting legalizing documentation is in effect for each member of the subject association.

If the participants are established abroad, the relevant supporting documents for establishment are issued by the respective countries, according to the applicable legislation in the country of installation.

## **21.7 Official Registries of approved economic operators**

21.7.1 The economic operators that are registered in official registries or are holders of a certification issued by certification institutions that comply with the European Certification Standards, in the sense of Annex VII, Appendix A, L. 4412/16, can submit to ΑΤΤΙΚΟ ΜΕΤΡΟ S.A. a registration certificate issued by the responsible Authority or the certificate issued by the responsible certification institution.


The above certificates indicate the supporting documentation, based on which the said economic operators were registered or certified and classified in this registry.

The certified registration in the official registries or the certificate issued by the certification institution serves as a proof of competence as regards the requirements for qualitative selection which are satisfied by the official registry or certificate.

The economic operators that are registered in official registries are exempted from the obligation to submit the supporting documentation mentioned in their registration certificate.

21.7.2 Economic operators registered in MEEP and if they submit a “Licence Validity Certificate” in effect are exempted from the obligation to submit the following documents:

- an extract of the penal record mentioned in article 21.2(a) herein for the contracting company’s Chairman and Managing Director. As regards the other BoD members, individual penal record extracts must be submitted since these persons are not covered by the Licence Validity Certificate.

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- Tax and Social Security Contributions Clearance certificate mentioned in article article 21.2(b) herein.
- The certificates mentioned in article 21.2(d) herein issued by the responsible Court of First Instance and GEMI, on condition, however, that all cases foreseen in the Licence Validity Certificate are fully covered.
- A certificate issued by the responsible Chamber concerning the disqualification grounds mentioned in article 19.1.3(i) herein.
- A certificate issued by the responsible authority testifying the nominalization of the shares (article 21.3(g) herein).

In the event that some of the above documents have expired, the equivalent valid document is submitted. If the Licence Validity Certificate does not explicitly state that the bidders' executives mentioned in the Licence have paid the respective Social Contributions to ETAA-TMEDE, then in addition to the Licence Validity Certificate, the bidder also submits the Social Security Contributions Clearance Certificate for the said executives.


**21.8 Back up Documentation to demonstrate the “borrowed experience” mentioned in article 20.4**

In the event that the bidding economic operator or association relies on the competence of other entities, as per article 20.4 herein, these latter entities are also required to submit the supporting documents proving that the disqualification grounds in article 19 herein do not apply to them, as well that they fulfill the specific selection criteria on a per case basis (article 20).

In case the third party, whose experience is invoked by the bidder does not fulfil a selection criterion stipulated herein, or if the third party is subject to any of the disqualification cases stipulated in paragraphs 1 and 2 of article 73, Law 4412/16, then ATTIKO METRO S.A. shall require the bidder, only for once and within a reasonable time period, to replace the specific third party who does not fulfil the relevant requirements. In case the bidder does not respond to the determined deadline or if the second third party does not fulfil the aforesaid requirements, then the offer of the provisional contractor shall be rejected, his participation letter of guarantee becomes payable to ATTIKO METRO S.A. and the project shall be awarded to the bidder whose offer comes next, i.e. it is the most advantageous one, in financial terms, based on the price..

In addition, should the economic operator wishes to rely on the competence of other entities, he can prove that he has ensured the necessary resources by submitting the relevant Agreement signed by these entities to this end, which shall necessarily present in detail all issues pertaining to the availability of the necessary resources (type, quantity, time schedule, preconditions, terms, responsibilities etc.).

This presentation must be detailed and itemize the specific resources that will be made available in the framework of the Agreement in such a way so that ATTIKO METRO S.A may proceed to the evaluation, assess the importance

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of the relevant resources and ascertain the implementation of such a commitment during the execution of the Agreement.

## **ARTICLE 22: CONTENT OF THE PARTICIPATION FOLDER**

**22.1** The folder containing the Offers of Bidders shall include at the penalty of disqualification the following electronic sub-folders:

- a. sub-folder named “Participation back up documentation”,
- b. sub-folder named “Financial Offer”,

as described below:

**22.2** At the penalty of disqualification, the electronic sub-folder “**Participation back up documentation**” must contain:

**22.2.1** **The Letter of Guarantee for Participation** in this procedure, per the stipulations of article 16.2 of this Document.

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

Those economic operators who will not submit a Participation Letter of Guarantee shall be disqualified from the procedure without any further checking of the content of (Sub)envelope A.


**22.2.2** **The European Standard Procurement Document (ESPD)**, stipulated in article 79 of Law 4412/2016.

When submitting their offers, the economic operators submit the European Standard Procurement Document (ESPD) mentioned in article 79, paragraph 1, L. 4412/2016, which 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 19 herein;
- b) it fulfills the relevant selection criteria, that have been specified as per article 20 herein.

The ESPD defines the public authority or the third party responsible for the issuance of the subject certificates and includes an official statement that the economic operator shall be in the position – if so requested and with no delay – to submit the subject documentation.

When the economic operator responds to the question of the ESPD or of any other respective form or statement about the conclusion of any agreements with other economic operators aiming at the distortion of competition, the existence of conditions, such as the three-year prescription of offence, stipulated in paragraph 10, article 73 of Law 4412/2016, or the application of

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provisions of paragraph 3b, article 44 Law 3959/2011, is analyzed in the relevant field he presents further to a positive response.

If more than one natural entities 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, then –the ESPD shall be submitted and signed by each one of the aforesaid entities or by the representative of the economic operator, in line with article 79A, Law 4412/2016.

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.


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.

**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.**

22.2.3 **The GDPR Statement of Consent**, based on Sample C.1 of Appendix C attached hereto, separately for each economic operator and signed by his legal representative, while in case of an association, separately for each of its member-economic operator.

**22.3** At the penalty of disqualification, the electronic sub-folder **“Financial Offer”** shall contain the following:

22.3.1 **The Financial Offer of the system**, which is prepared by filling in the overall cost of the entire Project, VAT excluded, as it arises from the “Financial Offer Form” of ATTIKO METRO S.A, in the respective electronic form of the system. Subsequently, the system creates a relevant electronic file in .pdf format, which is digitally signed and submitted by the bidder. The information contained in the special electronic form of the system and the produced electronic file, which is digitally signed, must coincide. In any other case, the system produces a relevant message and the bidder is called upon to create anew the electronic .pdf file.

 <p><b>ATTIKO METRO A.E.</b></p>	<p align="center"><b>“EXPANSION OF THE TRAMWAY DEPOT IN THE AREA OF ELLINIKO”</b></p> <p align="center"><b>INVITATION TO TENDER</b></p>	<p align="center"><b>RFP-360/19 A.Σ. 86960</b></p>
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22.3.2 **ATTIKO METRO S.A’s “Financial Offer Form”** (Statement and Offer’s Table), duly filled in, in a separate electronic file, in a .pdf format. The subject Form must be digitally signed by the Bidder himself (in case of natural entity) or the legal representative (in case of a legal entity / Association). In any other case, the financial offer is considered to be unfounded **and the participating economic operator is disqualified.**


The Lowest Bidder is the Bidder who offered the lowest price.

In any case, applicable shall be the Financial Offer, per ATTIKO METRO S.A’s “Financial Offer Form”. Participants must fill in correctly the financial offer of the system and ATTIKO METRO S.A. Financial Offer Form, according to the provisions of this article.

22.3.3 **An official statement digitally signed by the bidder himself** (in case of natural entity) or the legal representative – in case of a legal entity / association; the subject statement shall specify the extent and the type of participation of every member of the association, including the allocation of their fee, as well as the association’s or joint venture’s representative / coordinator.

22.3.4 It is stressed that:


- a) **At the penalty of disqualification, Financial Offers shall not exceed the respective amount of ATTIKO METRO S.A’s budget;**
- b) If there is a difference between the figures expressed in numbers and the respective figures expressed in words, this is corrected during the review by the Tender Committee based on the figures expressed in words;
- 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 corrects these errors and writes 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 Participant who expresses same.

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## CHAPTER D'

### ARTICLE 23: SUB-CONTRACTING

- 1 The bidding economic operator specifies in his offer the part of the Contract works he intends to assign on a sub-contracting basis to third parties, as well as the proposed sub-contractors.
- 2 The responsibility of the main Contractor is not raised by the fact that the sub-contractors respect the obligations ensuing from paragraph 2, article 18, L. 4412/2016.
- 3 ATTIKO METRO S.A:
  - a) necessarily verifies that there are no grounds for the disqualification of the sub-contractors on the basis of article 19 herein and that they possess the necessary qualifications to execute the specific Project according to articles 165 and 166, L. 4412/16.
  - b) demands that the economic operator replaces a sub-contractor whenever the above verification reveals that reasons for disqualification do actually exist and that the sub-contractor does not possess the necessary qualifications to execute the specific Project according to article 165. L. 4412/16.

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**ΠΡΟΣΑΡΤΗΜΑ (Α)**

**ΥΠΟΔΕΙΓΜΑ Α1**

**ΕΓΓΥΗΤΙΚΗ ΕΠΙΣΤΟΛΗ ΣΥΜΜΕΤΟΧΗΣ**

Εκδότης (Πλήρης επωνυμία Πιστωτικού Ιδρύματος)

...../ Τ.Μ.Ε.Δ.Ε.

Ημερομηνία έκδοσης: .....

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

.....

.....

(Διεύθυνση Αναθέτοντος Φορέα<sup>2</sup>)

.....

.....

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

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

(i) [σε περίπτωση φυσικού προσώπου]:

(ονοματεπώνυμο, πατρώνυμο) .....,

ΑΦΜ: ..... (διεύθυνση) .....,

ή

(ii) [σε περίπτωση νομικού προσώπου]:

(πλήρη επωνυμία) .....,

ΑΦΜ: ..... (διεύθυνση) ....., ή

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

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

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


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

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

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

<sup>4</sup> Όπως υποσημείωση 3.



	<p align="center"><b>“EXPANSION OF THE TRAMWAY DEPOT IN THE AREA OF ELLINIKO”</b></p> <p align="center"><b>INVITATION TO TENDER</b></p>	<p align="center"><b>RFP-360/19 Α.Σ. 86960</b></p>
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γ) (πλήρη επωνυμία) ....., ΑΦΜ: ..... (διεύθυνση)  
.....

(συμπληρώνεται με όλα τα μέλη της ένωσης)

ατομικά και για κάθε μία από αυτές και ως αλληλέγγυα και εις ολόκληρο υπόχρεων μεταξύ τους, εκ της ιδιότητάς τους ως μελών της ένωσης, 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 υπόκειται στην αποκλειστική δικαιοδοσία των αρμόδιων Ελληνικών Δικαστηρίων της Αθήνας κατά το ελληνικό δίκαιο.

(Εξουσιοδοτημένη Υπογραφή)

	<p><b>“EXPANSION OF THE TRAMWAY DEPOT IN THE AREA OF ELLINIKO”</b></p> <p><b>INVITATION TO TENDER</b></p>	<p><b>RFP-360/19 Α.Σ. 86960</b></p>
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**SAMPLE A.2**

**PARTICIPATION LETTER OF GUARANTEE**

Issued by (Full name of the Credit Institution)

...../ TMEDE

Date of issuance:.....

To: (Full name of the Awarding Body <sup>5</sup> )

.....

(Address of the Awarding Body<sup>6</sup> )

.....

Our Guarantee no. .... against the amount of ..... euro<sup>7</sup>.

We hereby declare that we irrevocably and unreservedly guarantee waiving our rights to make use of the benefit of division and discussion up to the amount of ..... euro <sup>8</sup> in favour of:

(i) [in case of a physical entity]:

(full name, father's name) .....,

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

(ii) [in case of a legal entity]:

(full name) .....,

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

(iii) [in case of an Association ]: of physical/ legal entities

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

.....,

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

.....,

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

.....,

(fill in all members of the Association)

individually and for each one of the above and jointly and severally liable in their capacity as members of the Association for its/their participation, in accordance with ΑΤΤΙΚΟ ΜΕΤΡΟ S.A. Invitation to Tender ..... (number) for the appointment of a Contractor for the award of a Contract "(title of Contract).....".


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

<sup>5</sup> As specified in the Contract documents

<sup>6</sup> As specified in the Contract documents

<sup>7</sup> The amount of the Letter of Guarantee for participation in the tender is set in the contractual documents against a specific amount, it is written in full and in numbers in brackets.

<sup>8</sup> See footnote 3

	<p style="text-align: center;"><b>“EXPANSION OF THE TRAMWAY DEPOT IN THE AREA OF ELLINIKO”</b></p> <p style="text-align: center;"><b>INVITATION TO TENDER</b></p>	<p style="text-align: center;"><b>RFP-360/19 Α.Σ. 86960</b></p>
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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.

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

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

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

(Authorized Signature)

	<p align="center">“EXPANSION OF THE TRAMWAY DEPOT IN THE AREA OF ELLINIKO”</p> <p align="center">INVITATION TO TENDER</p>	<p align="center">RFP-360/19 Α.Σ. 86960</p>
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**ΠΡΟΣΑΡΤΗΜΑ (B)**

**ΥΠΟΔΕΙΓΜΑ Β.1**

**ΕΓΓΥΗΤΙΚΗ ΕΠΙΣΤΟΛΗ ΚΑΛΗΣ ΕΚΤΕΛΕΣΗΣ**

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

Ημερομηνία έκδοσης .....

Προς: (Πλήρης επωνυμία Αναθέτουσας Αρχής/Αναθέτοντος Φορέα<sup>1</sup>) .....  
(Διεύθυνση Αναθέτουσας Αρχής/Αναθέτοντος Φορέα)<sup>2</sup> .....

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

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

ευρώ.....<sup>4</sup>

υπέρ του:

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

ΑΦΜ: ..... (διεύθυνση) ....., ή

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

..... (διεύθυνση) ..... ή

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

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

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


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

(συμπληρώνεται με όλα τα μέλη της ένωσης)

ατομικά και για κάθε μία από αυτές και ως αλληλέγγυα και εις ολόκληρο υπόχρεων μεταξύ τους, εκ της ιδιότητάς τους ως μελών της ένωσης, για την καλή εκτέλεση της σύμβασης “(τίτλος σύμβασης)”, σύμφωνα με την (αριθμό) ..... Διακήρυξη της Αττικό Μετρό Α.Ε..

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

<sup>1</sup> Όπως ορίζεται στα έγγραφα της σύμβασης.  
<sup>2</sup> Όπως ορίζεται στα έγγραφα της σύμβασης.  
<sup>3</sup> Ολογράφως και σε παρένθεση αριθμητικώς.  
<sup>4</sup> Όπως υποσημείωση 3.

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

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

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

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

(Εξουσιοδοτημένη Υπογραφή)

	<p><b>“EXPANSION OF THE TRAMWAY DEPOT IN THE AREA OF ELLINIKO”</b></p> <p><b>INVITATION TO TENDER</b></p>	<p><b>RFP-360/19 A.Σ. 86960</b></p>
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**SAMPLE B2**

**GOOD PERFORMANCE LETTER OF GUARANTEE**

Issued by (Full name of the Credit Institution)

...../TMEDE

Date of issuance:.....

To: (Full name of the Awarding Authority / Agency <sup>9</sup>)

.....

(Address of the Awarding Authority / Agency<sup>10</sup>)

.....

Our Guarantee no. .... against the amount of ..... euro<sup>11</sup>.

We hereby declare that we irrevocably and unreservedly guarantee waiving our rights to make use of the benefit of division and discussion up to the amount of ..... euro <sup>12</sup>

in favour of:

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

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

(iii) [in case of a Association]: of physical/ legal entities

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

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

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

(fill in all members of the Association)

individually and for each one of the above and jointly and severally liable in their capacity as members of the Association for the good performance of the contract “**(title of the contract)**”, in accordance with ATTIKO METRO S.A. Invitation to Tender ..... (number)”.


The aforementioned amount remains at your disposal and shall be paid in full or in 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.

<sup>9</sup> As specified in the Contract documents

<sup>10</sup> As specified in the Contract documents

<sup>11</sup> The amount of the Letter of Guarantee is written in full and in numbers in brackets.

<sup>12</sup> See footnote 3

 <p>ΑΤΤΙΚΟ ΜΕΤΡΟ Α.Ε.</p>	<p><b>“EXPANSION OF THE TRAMWAY DEPOT IN THE AREA OF ELLINIKO”</b></p> <p><b>INVITATION TO TENDER</b></p>	<p><b>RFP-360/19 Α.Σ. 86960</b></p>
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The present guarantee shall remain valid until it is returned to us along with a written statement of yours that we can assume that our Bank is free from any relevant obligation for the provision of security.

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

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

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

(Authorized Signature)

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**ΠΡΟΣΑΡΤΗΜΑ (Γ)**


**ΥΠΟΔΕΙΓΜΑ Γ.1**

**ΔΗΛΩΣΗ ΣΥΓΚΑΤΑΘΕΣΗΣ  
ΕΠΕΞΕΡΓΑΣΙΑΣ ΔΕΔΟΜΕΝΩΝ ΠΡΟΣΩΠΙΚΟΥ ΧΑΡΑΚΤΗΡΑ**

Η Αττικό Μετρό Α.Ε. 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 ΑΤΤΙΚΟ ΜΕΤΡΟ Α.Ε., 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 ΑΤΤΙΚΟ ΜΕΤΡΟ Α.Ε., η εκπλήρωση των εκ του νόμου υποχρεώσεων της ΑΤΤΙΚΟ ΜΕΤΡΟ Α.Ε. και η εν γένει ασφάλεια και προστασία των συναλλαγών. Τα δεδομένα ταυτοπροσωπίας και επικοινωνίας θα χρησιμοποιηθούν από την ΑΤΤΙΚΟ ΜΕΤΡΟ Α.Ε. και για την ενημέρωση του Διαγωνιζομένου 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 ΑΤΤΙΚΟ ΜΕΤΡΟ Α.Ε. 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 Διαγωνιζομένου, μπορεί να ασκεί κάθε νόμιμο δικαίωμά του σχετικά με τα δεδομένα προσωπικού χαρακτήρα που το αφορούν, απευθυνόμενο στην ΑΤΤΙΚΟ ΜΕΤΡΟ Α.Ε. στα στοιχεία επικοινωνίας που αναφέρονται στην Πρόσκληση.
- VI. Η ΑΤΤΙΚΟ ΜΕΤΡΟ Α.Ε. έχει υποχρέωση να λαμβάνει κάθε εύλογο μέτρο για τη διασφάλιση του απόρρητου και της ασφάλειας της επεξεργασίας των δεδομένων και της



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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 ΑΤΤΙΚΟ ΜΕΤΡΟ Α.Ε. και ειδικότερα στην περίπτωση που ανακηρυχθώ Ανάδοχος της σύμβασης.

(Τόπος) (Ημερομηνία)

(Υπογραφή)


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**SAMPLE C.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.
- 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.**


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

(Place) (Date)

(Signature)

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**ΠΡΟΣΑΡΤΗΜΑ (Δ)**

**ΥΠΟΔΕΙΓΜΑ Δ.1**


**ΒΕΒΑΙΩΣΗ ΧΡΗΜΑΤΟΛΗΠΤΙΚΗΣ ΚΑΙ ΟΙΚΟΝΟΜΙΚΗΣ ΙΚΑΝΟΤΗΤΑΣ**

Προς την  
ΑΤΤΙΚΟ ΜΕΤΡΟ ΑΕ  
Μεσογείων 191-193  
115 25, Αθήνα

Κύριοι,

Σε συνέχεια αιτήματος που μας υπέβαλε η εταιρεία «ΕΠΩΝΥΜΙΑ ΕΤΑΙΡΕΙΑΣ», «ΔΙΕΥΘΥΝΣΗ ΕΤΑΙΡΕΙΑΣ», η οποία όπως δήλωσε, πρόκειται να συμμετάσχει στο Διαγωνισμό που πρόκειται να διενεργηθεί στις ..... (ή οποιαδήποτε άλλη ημερομηνία λόγω παράτασης της ημερομηνίας υποβολής των Προσφορών) για την ανάδειξη αναδόχου προς εκτέλεση του Έργου: «.....» (**RFP-360/19**), σας γνωρίζουμε τα εξής:

1. Η ως άνω εταιρεία συνεργάζεται με την Τράπεζά μας και η μέχρι σήμερα συναλλακτική συμπεριφορά της κρίνεται ικανοποιητική.
2. Με βάση τη σημερινή οικονομική της κατάσταση μπορεί να πιστοδοτηθεί από την Τράπεζά μας υπό συγκεκριμένους όρους και προϋποθέσεις, μέχρι του ποσού των Ευρώ ..... το οποίο να χρησιμοποιηθεί:
  - Για χρηματοδοτήσεις μέχρι ποσού Ευρώ ..... ( ..... )  
(Να συμπληρωθεί ολογράφως και αριθμητικώς)
  - Για εγγυητικές επιστολές μέχρι ποσού Ευρώ ..... ( ..... )  
(Να συμπληρωθεί ολογράφως και αριθμητικώς)
3. Σε περίπτωση που η εταιρεία αναδειχθεί ανάδοχος του ως άνω Έργου, η Τράπεζα προτίθεται να εξετάσει οποιοδήποτε συγκεκριμένο αίτημα πιστοδότησεως υποβληθεί για το Έργο αυτό:
  - Για χρηματοδοτήσεις μέχρι ποσού Ευρώ ..... ( ..... )  
(Να συμπληρωθεί ολογράφως και αριθμητικώς)
  - Για εγγυητικές επιστολές μέχρι ποσού Ευρώ ..... ( ..... )  
(Να συμπληρωθεί ολογράφως και αριθμητικώς)
4. Η Τράπεζα, σε κάθε περίπτωση πιστοδότησεως, εξετάζει, με τραπεζικά κριτήρια, τους ειδικούς όρους και τις προϋποθέσεις πιστοδότησεως που εφαρμόζει, τους ισχύοντες νομισματικούς κανόνες και την οικονομική κατάσταση και τις προοπτικές της εταιρείας κατά τον χρόνο της χρηματοδότησεως.
5. Η παρούσα δεν επέχει θέση εγγυητικής επιστολής ή συμβουλής ή συστάσεως κατά τη διάταξη του άρθρου 729 του Αστικού Κώδικα.

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**SAMPLE D.2**

**CERTIFICATE CONCERNING THE CREDIT AND FINANCIAL COMPETENCE**

To  
ATTIKO METRO A.E.  
191-193 Messogion Av.  
115 25, Athens

Dear Sirs,

Following the request submitted by .....”NAME OF COMPANY”,  
“ADDRESS OF COMPANY” which, in line with its statements, shall participate in the tender),  
to be conducted on ..... (or on any other new date due to extension to the  
submission date of the Offers), concerning the project: “.....” **(RFP-322/17)** we  
hereby affirm the following:

1. The aforesaid Company cooperates with our Bank and its transactional behavior until the present date is deemed to be satisfactory.
  
2. Based on its current financial status, this Company may be credited by our Bank under specific terms and conditions up to the amount of ..... which can be used as follows:
  - For financing, the limit of EURO..... (.....)  
(To be filled in full and in numbers)
  
  - For letters of guarantee, the limit of EURO..... (.....)  
(To be filled in full and in numbers)
  
  - .....
  
3. In case this Company is appointed as the Contractor of the Project, our Bank is willing to examine any specific request for crediting that may be submitted in the framework of this Project:
  - For financing, the limit of EURO..... (.....)  
(To be filled in full and in numbers)
  
  - For letters of guarantee, the limit of EURO..... (.....)  
(To be filled in full and in numbers)
  
4. In any case of crediting, the Bank shall examine - based on banking criteria - the special crediting terms and conditions that it implements, the applicable monetary regulations, as well as the financial status and the perspectives of the Company during the financing period.
  
5. This certificate shall not serve as letter of guarantee or advice or suggestion, in line with the provisions of article 729 of the Civil Code.

