

SECTION I

INSTRUCTIONS TO BIDDERS

Inquiry No: 755/17

ΤΕΥΧΟΣ ΣΕ ΔΗΜΟΣΙΑ ΔΙΑΒΟΥΛΕΥΣΗ

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1. **INTRODUCTION**

The HELLENIC GAS TRANSMISSION SYSTEM OPERATOR (DESFA) S.A., hereinafter referred to as well as CLIENT or OWNER, invites eligible Bidders to submit a Bid for the **Inquiry 755/17**:

Title : **SUPPLY OF 31 TURBINE METERS FOR MEASURING ACCURACY IMPROVEMENT AT N.N.G.T.S. M/R STATIONS**

Budget : **390.000,00€**, plus V.A.T.

Time Schedule : Ten (10) months from the COMMENCEMENT DATE

The Tender shall be carried out via the tenderONE e-tendering platform provided by cosmoONE (www.marketsite.gr) (hereinafter also referred to as "the System").

1.1 Eligible Bidders should be:

- Economic Operators, as per par. 6 of Article 2 of the Directive 2014/25/EU, registered in a European Union (E.U) or a European Economic Area (E.E.A.) country or a country having an Association or Bilateral Agreement with the E.U., allowing the participation in Public Tenders of Contracting Authorities with activities in Natural Gas Sector, who may also be mentioned hereinafter as manufacturers or Companies.

Eligible Bidders as above, have to be also:

- Experienced and reputable manufacturers of Turbine meters, suitable to be used in High Pressure Steel Pipeline Networks of Natural Gas, or
- Authorized representatives-agents of such manufacturers as above or
- Associations/Joint Ventures/ Consortium of such manufacturers as above.

Companies participating in present Tender as a member of an Association/Joint Venture/Consortium are not allowed to submit Bids solely, or as a member of (other) Association/Joint Venture/Consortium or rely on the capacity of other entities participating in present Bid solely or as a member of other Association/Joint Venture /Consortium also participating in same Bid.

1.2 To facilitate bidding and Bid evaluation, the documents enclosed shall reflect the form of the CONTRACT which will be entered into by DESFA and the successful Bidder, hereinafter referred to as well as SUPPLIER.

1.3 The Bidders shall submit the documents according to all instructions given in this document.

1.4 Alternative Bids cannot be submitted and if submitted shall not be taken into consideration.

1.5 In these Instructions to Bidders, reference to the Inquiry Documents shall mean reference to the following documents listed in Article 10 of present document.

1.6 The publishing expenses of this Inquiry in two daily financial newspapers, with a sum of€, plus V.A.T. shall be borne by the successful Bidder.
Before the payment of the first invoice issued by the successful Bidder, an amount

equal to the aforementioned expenses shall be paid to DESFA.

- 1.7 All direct and indirect costs of any nature for the preparation of the Bid by the Bidders, including costs associated with attending pre-Bid meeting(s), participating in site visits and clarification meetings etc, shall be at Bidder's own cost.
- 1.8 Words in capital letters in the Inquiry Documents have the meaning assigned to them in Section: "TERMS & CONDITIONS".

2. APPLICABLE LEGISLATION

- 2.1 Present INSTRUCTIONS TO BIDDERS and relevant Inquiry Documents.

DESFA's Regulation for the Award and Performance of Supplies (available at DESFA's web address: www.desfa.gr). Said Regulation shall also apply to the CONTRACT, unless otherwise provided in the CONTRACT.

- 2.2 Procedure for settlement of disputes during Tender is governed by DESFA's Regulation for Award and Performance of Supplies.
- 2.3 Applicable Greek legislation, ie any laws, ministerial decisions and any regulations, interpretive circulars or other in connection or authorised by the above mentioned, even if not stated herewith.
- 2.4 Any dispute shall be subject to the exclusive jurisdiction of the Law Courts of Athens.

3. SCOPE OF SUPPLY

- 3.1 The Scope of SUPPLY, which this Inquiry refers to, is the procurement of thirty-one (31) turbine meters for seventeen (17) National Natural Gas Transmission System M/R Stations, in order to achieve measurement and quality system compatibility at N.N.G.T.S. M/R Stations' equipment and software installations, as detailed described in Section: "TECHNICAL DATA" of the Inquiry Documents.
- 3.2 The description of the turbine meters is included in Section: "TECHNICAL DATA" of the Inquiry Documents.
- 3.3 The Terms & Conditions of the Contract to be entered into with the successful Bidder (hereinafter "CONTRACT") are further provided in SECTION: "TERMS & CONDITIONS".

4. COMMUNICATION – APPLICABLE LANGUAGE

- 4.1 The Bids including all related documentation and all Tender related communication shall be submitted and conducted in Greek or English language.

Documents submitted or originally issued in a language other than Greek or English shall be accompanied by an official translation in Greek or English language issued by a lawyer or a competent authority.

For the Contract and Contract execution, the Greek or English language will be applicable.

- 4.2 Unless otherwise mentioned in the Inquiry Documents, the Bidders may contact DESFA concerning matters that regard the present Tender exclusively via the tenderONE e-tendering platform (www.marketsite.gr). The time that each Bidder contacts DESFA

via the System will be automatically confirmed by the System through electronic time stamping. Any communication carried out by any means other than the above, shall not be taken into consideration.

- 4.3 The Inquiry Documents may be accessed by any interested party through the tenderONE e-tendering platform, by selecting the folder of the in subject Inquiry.

Access to the System shall be provided by granting the relevant credentials (username, company code and password). Credentials shall be granted after the registration in the System (unless the participant has already passwords for the e-tendering application).

Registration in the System is free of charge and carried out by filling in the required information at the URL www.cosmo-one.gr/register and accepting the terms of use of the System. After submitting a registration request, the party concerned shall receive the relevant passwords. The user must change the temporary personal password provided by the System with a different password of his choice. If a user loses the password, he shall contact cosmoONE via the registration System for having his password replaced.

5. BID CONTENTS

- 5.1 The Bid must be submitted electronically, via the tenderONE e-tendering platform provided by cosmoONE (www.marketsite.gr).
- 5.2 The Bid shall be signed, as per Note d. here below, by the person duly authorized to act on behalf of the Bidder.
- 5.3 The electronic Bid must contain two (2) separate envelopes (A, B) as follows:

I ENVELOPE A - Authorisation Documents and Technical Offer (Contents Unpriced)

This envelope shall include all documents specified in Art. 13 herein.
These documents shall be submitted in a Portable Document Format (PDF) file type.

II ENVELOPE B - Financial Offer (Contents Priced)

This envelope shall include all documents specified in Art. 14 herein.
These documents shall be submitted in a Portable Document Format (PDF) file type.

NOTES:

- a. The documents in each Envelope (A, B) as above shall be submitted by the Bidder electronically in a Portable Document Format (PDF) file type.
- b. In addition to the above, within three (3) working days from electronic submission of the above Envelopes, the Bidder shall submit, in printed form, the documents that are specified in Article 13.9 herein.
- c. DESFA may, at any time during the tender procedure, request from the Bidders to submit within a reasonable deadline in printed form, original or certified copies of all or some of the documents and data that they have submitted electronically.
- d. Wherever in the Tender Documents reference is made to documents to be signed, signature is meant to be either scanned handwritten signature or any type of electronic signature (electronic signature in accordance with eIDAS Regulation [910/2014/EU]).

5.4 Each Bidder shall prepare its Bid in strict accordance with the provisions of these INSTRUCTIONS TO BIDDERS, its attachments and Other Inquiry Documents.

6. BID SUBMISSION

6.1 Bids shall be submitted via the tenderONE e-tendering platform (www.marketsite.gr) not later than **12:00** hrs. of **...../...../2019**, which is the final deadline (**Bid Due Date**) for the receipt of Bids. Bids submitted in any other way than via the System will not be taken into consideration.

An electronic bid submission receipt shall be issued via the above electronic platform and sent to the Bidder by e-mail.

Bid submission time shall be automatically confirmed by the System through electronic time stamping.

6.2 Overdue Bids (Bids submitted later than the specified time on the specified date above) shall not be accepted by the System.

7. VALIDITY OF BIDS

7.1 **The Bids shall be valid (and therefore binding on the Bidders) for eight (8) months as from the Bid due date.**

Bids with validity period less than specified in the Inquiry Documents, shall be rejected.

7.2 Said period of validity might be extended following a request by DESFA (prior to the expiration date). In case a Bidder fails to comply with such a request, then said Bidder shall be considered as having waived all its rights in relation to the Inquiry and its Bid.

8. COMMENTS, QUALIFICATIONS, DEVIATIONS, EXCEPTIONS etc. RELATED TO TECHNICAL MATTERS

8.1 Comments, qualifications, deviations, exceptions, etc., if any, regarding technical matters shall be included in a list, duly signed by the Bidder, submitted as a separate part of the Bid (Envelope A - see Article 13 here below), for consideration by DESFA. However, comments, deviations, exceptions etc., lowering the quality and/or safety level in part or in whole, will not be accepted, as per Article 17 here below.

8.2 For comments, qualifications, deviations, exceptions, etc. which are included in the above list of Envelope A, the procedure described in Article 17 herebelow shall apply.

8.3 For the purpose of the Inquiry, all Bidders' comments, qualifications, deviations, exceptions, etc in relation to any term or condition of the Inquiry Documents related to technical matters, shall be called, hereinafter, Deviations.

9. GUARANTEES

9.1 In order to participate in this Tender, each Bidder must deposit, **subject to Rejection of the Bid** at the time of Bid submission, to be included in Envelope A, a Participation Guarantee Letter **equal to seven thousand eight hundred (€7.800) EURO valid for at least one (1) more month over than the minimum validity period of the**

Bid specified in Art. 7 hereabove, i.e. valid for nine (9) months as from the Bid Due Date.

- 9.2 The Participation Guarantee Letter shall be addressed to the HELLENIC GAS TRANSMISSION SYSTEM OPERATOR (DESFA) S.A. and shall be in accordance with the attached Annex 1 Form. Any deviation or omission might lead to the rejection of the Bid.
- 9.3 The Participation Guarantee Letter of the Bidder, to whom a CONTRACT will be awarded, will be returned after the receipt of a Performance Guarantee upon signing the relevant CONTRACT. The Participation Guarantee Letters of the other Bidders shall be returned after the signing of the aforementioned CONTRACT between DESFA and the successful Bidder, except in case of rejection of the Envelope A of a Bidder's Offer, for which the Participation Guarantee Letter of the Bidder shall be returned after the final rejection of the Offer by DESFA.
- 9.4 In the case DESFA requests the extension of the validity of their Bids as per Article 7 here above, the Bidders must extend the validity of the Participation Guarantee Letter. If a Bidder refuses or fails to comply with such a request, then said Bidder shall be considered as having waived all its rights in connection with the Inquiry.
- 9.5 A Performance Bond of five percent (5%) of the CONTRACT Price covering the entire Guarantee period (as this is defined in the CONTRACT), shall be required from the Bidder to whom a CONTRACT will be awarded, prior to the signing of the CONTRACT. The Performance Bond shall be addressed to the HELLENIC GAS TRANSMISSION SYSTEM OPERATOR (DESFA) S.A. and shall be in full accordance with APPENDIX C Form of the attached SECTION: "TERMS AND CONDITIONS".
- 9.6 In case the aforementioned (in paragraph 9.3) Bidder does not present himself to sign the CONTRACT and/or fails to sign it without reservation, as stated in Article 16 here below, and/or fails to submit the required Performance Bond, then the relevant Participation Guarantee shall be completely forfeited in favour of DESFA as a penalty expressly stipulated hereby, irrespectively of whether DESFA has sustained or not any damages or loss; the same shall apply for any Bidder, in case any such Bidder withdraws and/or modifies (by its own initiative) its Bid, after the Bid due date and prior to the expiration of the period of validity (see Article 7 hereabove) of said Bid.
- 9.7 All Letters of Guarantee must be issued by a bank, legally operating in any member-state of the E.U. or the European Economic Area (E.E.A) or in a member-state of the Government Procurement Agreement of the World Trade Organization, as ratified by Law N. 2513/1997 (Government Gazette A' 139), entitled as such in accordance with applicable legislation, or by TMEDE. The Letters of Guarantee will be issued in Greek or in English language.

10. INQUIRY DOCUMENTS AND ORDER OF PRECEDENCE

The following documents, hereinafter collectively referred to as Inquiry Documents, shall form an integral part of the Inquiry. In the event of any conflict (as far as this Inquiry is concerned), identified in the conditions set forth in the Inquiry Documents, the following order of precedence shall prevail, from the higher to the lower:

- Section I: Instructions to Bidders with Annexes
- Section II: Draft CONTRACT Agreement
- Section III: Terms & Conditions, with Appendices
- Section IV: Technical Data

11. ASSOCIATIONS - JOINT VENTURES - CONSORTIA

Wherever in the Tender Documents reference is made to Joint Venture (J/V), it means Association or Joint Venture or Consortium.

The legal formation of the J/V is not a prerequisite for taking part in the present Tender. However, after the contract award the legal formation of said J/V must be such as to ensure the existence of a single tax registration number.

Registration in the System at least by the Leader of the J/V shall be a prerequisite for Bid submission by a J/V.

The Bid must be submitted by the Leader of the J/V and shall comply with the following requirements:

- 11.1 The Bid shall be signed either a) by all members of the J/V, or b) by the J/V's common Legal Representative.
- 11.2 A J/V agreement that has been or which is intended to be entered into by the members of a J/V signed by all the J/V members shall accompany the Bid.

The following information shall be included at least in said agreement:

- That the members of the J/V shall be fully, jointly, indivisibly and severally liable for execution of the SUPPLY in accordance with the CONTRACT provisions and that, in the event that any one of the members ceases to be a member of the Joint Venture and/or goes into liquidation, then the remaining member(s) shall have full obligation to carry out and complete the SUPPLY and shall be empowered to use all resources furnished by any party in the J/V.
- The interest of each of the members of the J/V which shall be unchanged for the whole duration of the CONTRACT.
NOTE: Further more in case of Consortium the description of the CONTRACT part which will be undertaken by each member of the Consortium shall be also included in said agreement.
- The name of the J/V partner, who is nominated to act as leader of the J/V and who, in such capacity, is authorised to receive instructions and act on instructions from DESFA on behalf of the J/V after Contract Award and for representation issues.
- The J/V's common Legal Representative.

11.3 Subject to rejection of the Bid:

The Leader of the J/V should be a company with a minimum interest of fifty percent (50%) in the J/V.

12. BID OPENING PROCEDURE

- 12.1 Upon expiry of the Bid submission time limit, the Inquiry Committee appointed by DESFA will open the Bids electronically on **12:30 hrs** of the **Bid due Date**, using unique codes to be provided by the System.

Representatives of Bidders participating in the Bid may attend the opening of Envelopes (A, B), if they so wish, at the following address:

HELLENIC GAS TRANSMISSION SYSTEM OPERATOR (DESFA) S.A.
357-359 Messogion Ave.,
GR 152 31- HALANDRI, ATHENS
GREECE

Bids evaluation shall follow the procedure stated herebelow in two (2) separate and distinct stages:

- The evaluation of the contents of Envelopes A
- The evaluation of the contents of Envelopes B

12.2 The Inquiry Committee shall open Envelopes A electronically, via the System and shall record the contents.

The Inquiry Committee reserves the right to request via the System from the Bidders to clarify the documents submitted or to submit supplementary or supporting documentation in relation to Envelope A. The above clarification/supplementation relates indicatively to ambiguities, minor defects or typical errors, susceptible to correction or supplementation. In any case, such answers shall not constitute a Counter or Alternative Offer, otherwise they shall not be taken into consideration.

Bidders shall reply electronically, via the system, not later than seven (7) days from receipt of said request. Any clarification or supplementary document/information not requested by DESFA shall not be taken into consideration.

The content of Envelopes A will then be evaluated by the Inquiry Committee with reference to their compliance with the Inquiry Documents.

12.3 Following the conclusion and announcement of the evaluation of Envelopes A, electronically, via the System, the Inquiry Committee shall open Envelopes B only for the Bids which have been so far accepted, using unique codes to be provided by the System. The Inquiry Committee will inform, via the System the relevant Bidders as to the place and time of opening of Envelopes B.

The Inquiry Committee reserves the right to request the Bidders, via the System, the submission of any clarification in relation to Envelope B. The above clarification relates indicatively to ambiguities, minor defects or typical errors, susceptible to correction or supplementation. In any case, such answers shall not constitute a Counter or Alternative Offer, otherwise they shall not be taken into consideration.

Bidders shall reply electronically, via the system not later than seven (7) days from receipt of said request. Any clarification not requested by DESFA shall not be taken into consideration.

12.4 The System shall not allow opening of unopened electronic Envelopes submitted by Bidders whose Bids have not been accepted. The Participation Guarantee Letter will be returned against receipt to the Bidders whose Bids have not been accepted. No other documents in paper form, if any, of Bids that have not been accepted shall be returned.

12.5 Following the opening and evaluation of each stage of the Bid evaluation (i.e. Envelope A & B), the Inquiry Committee records its findings. The Inquiry Committee concludes its work by recording its evaluation of the Financial Offers and its proposal to DESFA's appropriate body for the successful Bidder of the Tender.

13. CONTENTS OF ENVELOPE A

Envelope A shall contain the following documents, in sequential order as follows:

A1. LEGALIZATION DOCUMENTS

13.1.1 Participation Guarantee Letter

A duly completed Participation Guarantee Letter according to Article 9 hereabove and as per form of Annex 1 attached herein.

13.1.2 Statement

The Bidder, or in case of a J/V each of its members, shall submit a signed statement, (as per Annex 2, SECTION: "Instructions to Bidders") stating that:

- The Bidder has studied all the terms of the Inquiry and that he fully accepts all terms contained in the Inquiry Documents as well as the terms of use of the System and the electronic procedure of the Tender, with no reservations whatsoever.
- All submitted data and information contained in their Bid are true and genuine.
- The Bid shall be valid for eight (8) months from the Bid Due Date.
- The Bid includes all clarifications and amendments issued by the DESFA prior to Bid submission.
- There are no reasons contributing to exclusion of Bidder's participation in the present Tender (as detailed in Annex 2 herein).
- The Bidder or each J/V member shall submit, following the reception of a Letter of Intent (as per the provisions of article 16.1 hereof), documents referring to judicial records, social security and tax obligations, etc, as detailed in Annex 2 herein.

13.1.3 Contacting information

The Bidder's representative Name, e-mail and Fax Number.

13.1.4 Personal Data Statements

Participants shall accompany any document thereof containing personal data (e.g. solemn declaration, resumés, criminal records) with an explicit statement by the Data Subject, as the case may be, in compliance with the attached Annex 3 herein.

13.2.1 Company Statutes and Company's decision taking body/person.

The Bidder, or in case of a J/V all members of the J/V, shall submit:

- (i) The Company Statutes valid according to the legislation of the country the Bidder is registered as well as the documents listed herebelow:
 - a. For companies operating under Greek Law, certificate of Department of Commerce (GEMI), showing their legal establishment and operation, the valid statute, the constituent to body of the incumbent Board of Directors for SA and the setting of legal representatives. In case the issue of relevant certificate is not possible, public documents of which will result the above, i.e. the relevant Greek Government Gazettes (ΦΕΚ) for the SA-Ltd and the published copy of the valid statute with any amendments
 - b. For foreign companies, Company Statutes should be accompanied by documents for the person(s) having powers of representation and decision in respect of the company.

- (ii) A copy of the Minutes of Meeting of the Board of Directors, or other competent decision-taking body or duly authorised person of the Bidder, signed by the legal representative of the Bidder:
- A. Regarding their decision to participate in the Bid according to the terms and provisions of this Inquiry.
 - B. Appointing a Legal Representative(s) authorised to represent the Bidder until the date of CONTRACT signature and, in case of J/V, appointing the Common Legal Representative of the J/V and the Legal Representative(s) of each member.
 - C. In case of J/V, declaring the Company's percent participation in the J/V and naming the Leader of the J/V that shall be formed in the case of CONTRACT award.

13.2.2 A statement by the aforementioned Legal Representative(s) of the Bidder, accepting fully said appointment.

Note: In case of J/V, said statement by Legal Representative of each member as well as by Common Legal Representative should be submitted.

13.2.3 Joint Ventures (J/V):

In the case the Bidder is a J/V, electronic submission of additional documents, as per provisions of Article 11 hereabove.

13.3 Registration Certificates:

Companies participating in the Bid, solely or as a member of a J/V, shall submit Registration Certificates in accordance with the Legislation of the country where they are established, proving that the Bidder has the essential qualifications in order to be capable to execute the CONTRACT.

For E.U. countries, the above mentioned Registration Certificates should be issued as provided for, in Annex XI of the European Directive 2014/24.

Note: Where the country concerned does not issue such documents or certificates as required above, these may be replaced by a declaration made by the person concerned, before a judicial or administrative authority, a notary, or a competent professional or trade body, in the country where the Bidder is established, stating also, within the same declaration, that the country concerned does not issue such documents or certificates as required above.

NOTE: In case that the Bidder is an authorized representative-agent of a manufacturer, it is hereby clarified that the manufacturer should fulfill the participation requirements mentioned in paragraph 1.1 hereinabove and the following documents shall be submitted in addition, without prejudice to the provisions of Article 85 of Directive 2014/25/EU:

- a) The signed agreement with the manufacturer,
- b) Manufacturer's Legalization Documents requested in paragraphs 13.1.2, 13.1.4, 13.2.1(i) and 13.3.

A.2 TECHNICAL EXPERIENCE DOCUMENTATION

- 13.4 Documents indicating the profile, structure, organization and infrastructure of the Bidder, or in the case of a J/V of each of its members.
- 13.5 Evidence of Bidder's, or in the case of a J/V of each of its members, experience in manufacturing similar type and size turbine meters, to the ones specified in the present Inquiry, during the last eight (8) years with the following data: client, order number and date, description of material (type, size) quantity, Contract price, Project title, delivery dates, contact person(s).
- 13.6 List of Bidder's, or in the case of a J/V of each of its members, Contracts/ purchase orders as above (13.5), currently under execution with material description and quantity of items to be delivered with expected delivery dates.
- 13.7.1 **Subject to rejection of the Bid**, the Bidder, or in case of a J/V of each of its members, shall submit a signed statement, stating that the manufacturing and production of the turbine meters shall be in accordance with the technical specifications and the technical requirements as detailed in Section: "TECHNICAL DATA" of the Inquiry Documents.

13.7.2 Bidder's Quality Management System:

Subject to rejection of the Bid, the Bidder, or in case of a J/V of each of its members, shall submit a Management System Quality Assurance Certificate according to ISO 9001 or equivalent Certificates or evidence of equivalent management quality assurance, as stated in Article 81 of the European Directive 2014/25/EU valid at the time of Bid submission.

NOTE: If more than one manufacturing company is involved in the production of the turbine meters as described in Section: "TECHNICAL DATA", then the documents requested in paragraphs 13.4, 13.5, 13.6, 13.7.1 and 13.7.2 hereinabove, must be submitted by each individual company.

If the Bidder is an authorized representative-agent of a manufacturer, the documents requested in paragraphs 13.4, 13.5, 13.6, 13.7.1 and 13.7.2 hereinabove have to be submitted for him too.

A.3. ADDITIONAL DOCUMENTATION IN CASE THAT THE BIDDER RELIES ON PARTICULAR RESOURCES OF OTHER ENTITIES

- 13.8 In case the Bidder relies on and uses the economic and financial or/and technical or/and professional capacity of Other Entities, as per Directive 2014/25/EC, article 79, these Entities must be registered in a European Union (E.U) or a European Economic Area (E.E.A) country or a country having an Association or Bilateral Agreement with the E.U, allowing the participation in Public Tenders of Contracting Authorities with activities in Natural Gas Sector and the documents mentioned below should be included in Envelope A for each Other Entity, as applicable according to its' legal form:

- 13.8.1 a. A Statement signed by the Legal representative of such Other Entity that all submitted data and information are true and genuine.

- b. Duly certified J/V agreements or articles of Association valid, according to the legislation of the country of registration and the documents mentioned in article 13.2.1.
- c. The statements under subparagraph 13.1.2 (as per Annex 2, SECTION: "Instructions to Bidders") and 13.1.4 (as per Annex 3, SECTION: "Instructions to Bidders") of present article, where the term "Bidder" is substituted by the term "Other Entity".
- d. In addition, in case the Bidder relies on and uses the technical or/and professional capacity of Other Entities, the duly certified documents described in paragraphs 13.3, 13.4, 13.5, 13.6, 13.7.1 and 13.7.2 of present article,

where the term "Bidder" is substituted by the term "Other Entity".

In case that above mentioned documents are not submitted, the application of use of particular resources of Other Entities shall not be taken into consideration.

- 13.8.2 A signed copy of the Minutes of Meeting of the Board of Directors, or other competent decision-taking body or duly authorized person of the Other Entity, regarding the approval of the availability to the Bidder, for the whole duration of the execution of the Contract, of the particular economic and financial or/and technical or/and professional capacity. The relevant decision should be detailed and should specify the particular resources to be available for the SUPPLY, in a manner that DESFA can proceed with evaluation and judge the importance of those resources during the bidding phase and can control the realization of said commitment during the execution of the CONTRACT.
- 13.8.3 A signed binding agreement between the Bidder and such Other Entity proving the commitment for provision of resources.

In case that the requirements listed above are not fulfilled, such application of the Other Entity shall not be taken into consideration by DESFA.

Above mentioned relationship shall be valid for the whole duration of the CONTRACT. In case that during the CONTRACT'S performance the relationship between the Bidder and the Other Entity is not valid, DESFA has the right to apply the contractual provision for SUPPLIER'S forfeiture.

The statements and the documentation both of the Bidder and of the Other Entity related to the use of particular resources shall be part of the Contract Documents.

13.9 IMPORTANT NOTICE:

Subject to rejection of the Bid, the Bidder must submit to DESFA within three (3) working days from electronic submission of the above Envelope A' documents, the original participation guarantee letter in paper format.

A.4 TECHNICAL OFFER (Contents Unpriced)

- 13.10 Delivery Schedule (as per APPENDIX B of Section: "Terms & Conditions").
- 13.11 The latest available Quality Assurance Manual, describing among other Process Control and Quality Planning, including organization chart and listing

procedures. Also the Quality plan (including Inspection and Test Plan) which the Bidder intends to follow for the manufacture of products required.

- 13.12 Description of equipment used in the production and the production capacity of products or products group.
- 13.13 Declaration of origin of manufacture and catalogue number or other relevant information concerning the origin of goods.
- 13.14 Submission of Deviations list, as per Note 1 herein below.
- 13.15 Any other information further explaining the Bidder's technical information.

General Notes:

- 1) **Deviations, if any and to the extent permitted by Article 8 hereinabove, should be entered into a separate list under a relevant heading. In case there are no such deviations, the word "NONE" must be stated in a relevant document, under the same, as above, heading.**
- 2) **Bidders should not include in Envelope A any data connected to their offered price (included in Envelope B), otherwise their offer might be rejected.**
- 3) **In case of CONTRACT award concerning materials imported from European Union countries, the materials should be accompanied by Certification of circulation. In case of CONTRACT award concerning materials imported from countries not belonging to the European Union, the materials should be accompanied by Certification of origin.**
- 4) **If more than one manufacturing company is involved in the production or assembly of the turbine meters, as detailed in Section: "TECHNICAL DATA" of the Inquiry Documents, then the documents requested in items 13.11-13.13 hereinabove, must be submitted by each individual company. It is also clarified that in case that the Bidder is an authorized representative-agent of a manufacturer, above submissions (13.11-13.13) concerns the manufacturer.**

IMPORTANT NOTE:

It is hereby clarified that Bidder's Technical Data contained in Envelope B shall be reviewed by DESFA solely for the purpose of Bid's evaluation. This review can in no way be interpreted as DESFA's acceptance of the Bidder's Technical Offer. The Supply as per the Contract to be signed with the successful Bidder (SUPPLIER) shall be executed, tested and completed as per DESFA's instructions described in the technical part of the Inquiry/Contract Documents.

14 CONTENTS OF ENVELOPE B'

14.1 Envelope B must contain the following documents:

PRICE AND PAYMENT SCHEDULE (as per APPENDIX A of SECTION: "Terms & Conditions" attached herewith), filled-in and signed by the Bidder.

- All quoted prices shall be expressed in EURO

SUPPLY OF 31 TURBINE METERS FOR MEASURING ACCURACY IMPROVEMENT AT N.N.G.T.S. M/R STATIONS

- Offer Prices quoted in the Price and Payment Schedule should be in strict accordance with the Inquiry Documents.
- Quoted prices are fixed and firm and not subject to adjustment or escalation for any reason whatsoever for the duration of the CONTRACT.
- Quoted prices shall include any cost associated with the material supply in accordance with the CONTRACT, including SUPPLIER's profit.
- Any withholding tax, duty or mandatory contributions to public authorities or institutions shall be included in the offered price, with the explicit exception of the Value Added Tax (VAT).
- Unless otherwise indicated, the quoted prices shall include all costs for containers, packing or crating for export according to the specifications for invoicing, shipping, consigning, packing and marking enclosed.
- Quoted prices shall also include, except if otherwise specified, eventual custom clearance expenses, import duties and any other kind whatsoever of fees, levies etc, if any, related with the import of contractually provided material and equipment in the country of DESFA.
- Quoted prices shall be for delivery, in accordance with INCOTERMS (2010) "DDP" at the Delivery Point according to Article 1.4 of SECTION "TERMS AND CONDITIONS".
- Insurance shall be arranged and paid for by the SUPPLIER and shall include Warehouse to DESFA's warehouse(s) cover, comprising Offloading, even though Offloading (at DESFA's warehouse) will be effected by DESFA. All special taxes, duties and any other rates in Bidder's country shall be included in the quoted prices (except VAT, as mentioned above).

14.2 In case any deviation from DESFA'S requirements is contained in Bidder's Envelope B, which is not mentioned in the relevant list as per Art. 8 and 13 hereinabove, DESFA reserves the right to reject the Bid.

14.3 Omission by the Legal Representative of the Bidder to place a signature in the contents of Envelope B, as provided for in the Inquiry documents, shall be a **reason for rejection of the Bid**.

15. EVALUATION PROCEDURE

Evaluation of the Bids shall be performed as follows:

15.1 Only Bidders which have submitted an Envelope A according to Article 13 will be accepted for further evaluation.

15.2 Bids might be rejected if:

- It appears from the Envelope A that the Bidder does not have the know-how or the experience and generally the technical and/or the financial capacity for executing the CONTRACT.
- The bid does not meet the technical requirements and specifications or does not provide adequate information to establish whether the technical requirements and specifications are met.

- The Bidder has provided, at any stage of the Inquiry, false information.
- The Bid is not precise enough to the point that it is impossible to establish with certainty what is offered against which price, or if it is not responsive or if the offer price is unreasonably low.

15.3 For the evaluation of the Bids, all deviations (i.e. comments, qualifications, deviations, exceptions, etc), in the list as per Art. 8, contained in Envelope A, will be grouped by the Inquiry Committee and at its option, into two (2) categories as follows:

- Those which can be accepted without any price impact.
- Those which cannot be accepted or have an economic impact that affects the economic offer. In such case the relevant Bid will be rejected.

15.4 In case a deviation is contained in the contents of Envelope A and such deviation is not mentioned in the list of deviations as per Art. 8 and 13 hereabove, then DESFA reserves the right to consider that this constitutes a case of submission of false information and to reject the Bid.

15.5 FINANCIAL EVALUATION

For the Bids that have been so far accepted, the opening of Envelope B electronically, via the System, will follow and the Financial Offers shall be announced.

During this stage DESFA may, at its discretion, ask electronically, via the System any Bidder(s) to justify in his (their) offered price(s). DESFA shall require Bidder(s) to explain offered price(s) or cost(s) that appear to be abnormally low. Bidder shall reply electronically, via the System not later than ten (10) days from receipt of said request. DESFA reserves the right to reject any Bidder's offer in case DESFA judge that Bidder's reply does not explain satisfactorily the low level of offered price(s) or cost(s).

The successful Bidder will be the Bidder with the most economically advantageous offer (the acceptable Bidder having the lowest non-rejected Offer).

15.6 DESFA reserves the right not to award the CONTRACT as a result of this Inquiry, or to repeat the Inquiry or any phase of it or cancel the Inquiry or proceed otherwise according to the applicable Law, without any obligation to the Bidders.

15.7 The evaluation of Bids will be concluded with the (written) approval of its results by DESFA and then, the results shall be announced electronically, via the System.

16. AWARD - CONTRACT SIGNATURE

16.1 The successful Bidder will receive electronically, via the System, a Letter of Intent.

The successful Bidder upon receipt of said Letter of Intent:

- shall notify DESFA electronically, via the System, of its acceptance without any reservation, not later than two (2) working days as from its receipt,
- shall submit electronically, via the System, to DESFA all documents that are detailed in Annex 2 referred to in article 13.1.2 for the Bidder, for the manufacturer (if the Bidder is an authorized representative-agent of a manufacturer) and for the Other Entity (if applicable), not later than ten (10) working days as from its receipt.

Following said acceptance and the submission by the successful Bidder, of above documents, the successful Bidder will receive electronically, via the System, a Letter of Award issued by DESFA.

16.2 The CONTRACT will be signed as soon as said Bidder submits to DESFA the following documents, which documents in any case should be submitted not later than ten (10) working days from the day of receipt of the Letter of Award by the successful Bidder:

- A. Minutes of the successful Bidder's (or in case of a J/V from each of its members) Board of Directors, or other competent decision making body of successful Bidder, signed and stating:
 - (i) Their decision to accept the CONTRACT award.
 - (ii) The appointment, by a Power of Attorney, of the Legal Representative(s) who must be authorised to sign the CONTRACT and to act on successful Bidder's behalf during the execution of the CONTRACT.
- B. Declaration signed by said Legal Representative(s) accepting the aforementioned Power of Attorney without any conditions or reservations.
- C. Performance Guarantee as stated in Article 9 hereabove (GUARANTEES).
- D. In case of a Joint Venture, legal documents proving that the Joint Venture has been formed according to Article 11 stipulations and according to the Law.

All the above documents shall be submitted electronically via the System in .pdf file format and must also be submitted in printed form, within three (3) working days from their electronic submission. The Performance Guarantee shall specifically be submitted in original form.

Upon electronic submission of the above documents, the System shall issue a confirmation of submission thereof, and shall send an informative e-mail to the successful Bidder.

16.3 In case the successful Bidder fails to notify DESFA the acceptance of DESFA's Letter of Intent within the aforementioned two (2) days time limit or fails to submit the aforementioned documents of paragraph 16.1 above after DESFA'S Letter of Intent or fails to submit the aforementioned documents of paragraph 16.2 above after DESFA'S letter of Award, DESFA shall have the right to cancel the award of the CONTRACT to said Bidder and to claim for compensation of damages related to the delays due to such failure of said Bidder and provisions of article 9.6 hereinabove shall apply.

16.4 In case the successful Bidder is a J/V, the award will be in the name of the J/V. Each member of the J/V will be fully, jointly, indivisibly and severally liable to DESFA and will be represented by a common Representative throughout the validity period of the CONTRACT.

17. TAXES – DUTIES – RETENTIONS - EXCEPTIONS

17.1 Payments to the SUPPLIER are subject to retention. In particular, the following items are to be borne by SUPPLIER and must be included in the CONTRACT PRICE such as the percentage for general expenses, SUPPLIER's profit, expenses arising from its general obligations, and any other surcharges provided by Greek Law.

Such surcharges include but are not necessarily limited to:

- a. Income tax and withholding tax in Greece as these may be finally assessed by the application of an eventual bilateral agreement.
- b. SUPPLIER's Social Security contributions.
- c. All import duties, other taxes and retentions.
- d. The Value Added Tax (VAT) as well as all other taxes and any other charges as required to be paid by the SUPPLIER for the Contract execution.

17.2 It is clarified that only the Value Added Tax (VAT) on the SUPPLIER's invoices in DESFA's name payable to the Greek Tax Authorities will be paid by DESFA and therefore it is excluded from the CONTRACT PRICE.

18. CONFIDENTIALITY

Any technical information and data furnished by DESFA with the Inquiry Documents shall remain the property of DESFA and shall be treated confidentially and they shall not be used, disclosed or released to any Third Party for any other purposes, other than for preparing the Bids.

In case that any Bidder designates information as confidential, reasoning the existence of technical or trade secrecy, in his relative statement submitted in signed .pdf format, should expressly refer all relative provisions of legislation or competent authority's decisions that imposes the confidentiality of said information.

Information concerning offered quantities and prices, financial offer and the contents of technical offer used for the evaluation are not confidential.

The files that the Bidder wishes to designate as confidential as per the above must be submitted separately in Portable Document Format (PDF) or in the form of a distinct compressed file (e.g. a ZIP file) that includes files in .pdf. Each of these files shall be electronically locked with an electronic key held by the Bidder, which the Bidder shall send via the System to the Inquiry Committee, right after the opening of the respective envelope. Confidential documents are not accessible by other Bidders via the System.

DESFA processes, namely collects, stores and uses personal data (Personal Data), exclusively for the purposes of the Tender and in order to fulfil its obligations under the law in relation thereto.

Processing is performed in accordance with the applicable legislation, in particular the provisions of the Regulation (EU) 2016/679 on personal data protection (General Regulation) and the Personal Data Protection Policy of the Company. DESFA applies appropriate technical and organizational measures in order to ensure that processing complies with the aforementioned provisions.

Data Subjects, as the case may be, are entitled to all rights provided for in Articles 12 - 23 of the General Regulation.

DESFA does not transfer, disclose or notify the aforementioned Personal Data to third parties unless for the purposes of the Tender or for fulfilling a legal obligation, without the consent of the Data Subject concerned or as the law provides.

In this context, Participants shall accompany any document thereof containing personal data (e.g. solemn declaration, resumés, criminal records) with an explicit statement by the Data Subject, as the case may be, in compliance with the attached Annex 3 herein, and shall comply with the European and National legislation regarding Personal Data Protection and, in particular, the General Regulation, when processing Personal Data of their employees, officers, servants and associates in the context of participation in this Tender.

19. RESERVATIONS AND RIGHTS OF DESFA

- 19.1 Participation to the Bid shall also constitute an acceptance by the Bidder that it has complete knowledge of the terms and provisions of the Inquiry Documents, as well as the electronic procedure, and that it accepts their contents without reservation.

Any omission to submit the Bid according to the Inquiry Documents as well as the omission of a signature on any document does not entitle the Bidder to invoke this fact in its (Bidder's) favour in any way.

The Bidder shall be responsible for and be bound by its Bid as submitted.

- 19.2 DESFA will have no responsibility or obligation whatsoever to indemnify and/or to compensate the Bidder for any expense or loss incurred for the preparation and submission of the Bid, in particular, in case the terms and provisions of the Inquiry Documents are changed by DESFA or the Bid is not accepted, or the Inquiry is extended or adjourned or annulled or cancelled at any stage and time and for any reason whatsoever, or in case DESFA takes any decision according to the terms and provisions of the present Inquiry Document. Therefore, participants to the Inquiry which submit a Bid, regardless of whether this is finally accepted or not, have no right against DESFA deriving from the Inquiry or for participating to the Bidding.

- 19.3 DESFA and the provider of the e-tendering System will have no responsibility or obligation whatsoever to indemnify and/or to compensate the Bidder for any expense or loss incurred that may result from failure or omission relevant to the submission of the Bid via the System, especially in case that DESFA terminates provisionally or extends or defers or suspends or cancels the Inquiry at any phase or time, due to a serious technical failure of the e-tendering System.

DESFA and the provider of the e-tendering System will have no responsibility or obligation whatsoever to indemnify and/or to compensate the Bidder for any expense or loss incurred that may result during acquisition of the necessary infrastructure and capability to submit an electronic bid and for the preparation and submission of the Bid.

- 19.4 The Bid is considered to be a proposal to DESFA and not an acceptance of it by DESFA. Therefore, the CONTRACT AGREEMENT template and the other Inquiry Documents imply that the Bidders submit their Bid in accordance with the terms and provisions of those documents, which are meant to constitute an integral part of their Bid.

20. LOCAL LAWS AND REGULATIONS

The Bidder must be fully aware of local Laws, Regulations, Decrees, practices and other conditions in Greece, which might affect its Bid and the performance of its obligations.

Failure of the Bidder to become familiar with such matters shall not release it from its obligations.

21. CLARIFICATION MEETINGS / DESFA's CLARIFICATION OF BID

If requested by DESFA, Bidders must be prepared for a formal presentation of their Bids as well as to clarify any queries of the DESFA probably at DESFA's premises. Such meetings shall take place at any reasonable time between Bid submission and CONTRACT award. Bidders shall make their own arrangements for attending said meetings and bear the associated costs.

Should the intent or meaning of the Bid received appear unclear or ambiguous, DESFA has the right to ask the Bidder for clarifications.

22. BIDDER'S CLARIFICATION REQUESTS

Bidders may request electronically, via the System clarifications regarding the Inquiry Documents at any time up to fifteen (15) days prior to the Bid due date.

DESFA will endeavour to reply, electronically, via the System, to the requested clarifications not later than ten (10) days before the Bid due date.

Both requests for clarifications and replies shall be submitted electronically, via the System. The electronic file containing requests for clarifications shall be signed.

Requests that are submitted by any means other than the above shall not be taken into consideration.

23. DESFA's AMENDMENTS TO THE INQUIRY

DESFA may issue electronically, via the System, clarifications/amendments in the form of a Bid Addendum at any stage during the Bid period but not later than six (6) DAYS before the initial Bid due date.

For clarifications/ amendments issued by DESFA subsequent to receipt of the Bid, but in any way prior to the Bid due Date, the Bidder shall be responsible for thoroughly examining the Bid documents and incorporating the clarifications/amendments in his Bid. Any failure by the Bidder to comply with the aforesaid clarifications or amendments issued by DESFA, may be a reason for the rejection of its Bid.

24. ATTACHED DOCUMENTS

The following Annexes are attached herein and constitute integral part of present Instructions to Bidders:

Annex 1: FORM OF PARTICIPATION GUARANTEE

Annex 2: FORM OF STATEMENT

Annex 3: FORM OF PERSONAL DATA STATEMENT