

## **SECTION I**

### **INSTRUCTIONS TO BIDDERS**

**Inquiry No: 867/19**

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PUBLIC CONSULTATION

## 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 No 867/19**:

Title : **BASIC ENGINEERING PACKAGE AND ASSOCIATED STUDIES FOR THE INSTALLATION OF AMPELIA COMPRESSOR STATION**

Budget : **690.000,00€**, plus V.A.T.

Time Schedule : Five (5) months from the COMMENCEMENT DATE

The Tender shall be carried out via the tenderONE e-tendering platform provided by cosmoONE ([www.marketsite.gr](http://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 Companies  
or
- Associations/Joint Ventures/ Consortium of Companies as above.

Companies participating in present Tender solely or as a member of an Association/Joint Venture/Consortium are not allowed to submit Bids 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 ENGINEER.
- 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 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 Not applicable.

- 1.9 Not applicable.
- 1.10 Words in capital letters in the Inquiry Documents have the meaning assigned to them in Article 2 of SECTION: "Terms and Conditions".

## **2. APPLICABLE LEGISLATION**

- 2.1 Present INSTRUCTIONS TO BIDDERS and relevant Inquiry Documents.

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

European Directive 2014/25/EU.

- 2.2 Procedure for settlement of disputes during Tender is governed by DESFA's Regulation for the 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 Courts of Athens.

## **3. SCOPE OF SERVICES**

- 3.1 The SERVICES, which this Inquiry refers to, pertain to the Basic Engineering Package and associated studies for the installation of Ampelia Compressor Station. The SERVICES are described in detail in SECTION: "Scope of Services".
- 3.2 Not Applicable.
- 3.3 The Terms & Conditions of the Contract to be entered into with the successful Bidder (hereinafter "CONTRACT") are further provided in SECTION: "Terms and Conditions".
- 3.4 ENGINEER shall provide Engineers for the SERVICES under this CONTRACT as described in Article 14 here below.
- 3.5 DESFA reserves the option to increase the SERVICES up to thirty percent (30%) of the CONTRACT PRICE, by adding services, similar to those described in the Tender documents. This DESFA's option shall be effected either by Variation Order or through Supplementary Contract with the successful Bidder with the same terms, prices and rates as those of the present Tender (CONTRACT) and the scope of the option shall cover additional SERVICES.
- 3.6 Said option is expected to be exercised within eight (8) months from the CONTRACT Signing Date.

#### **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 applicable language is defined in SECTION: "Terms and Conditions".

- 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](http://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](http://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](http://www.marketsite.gr)).

- 5.2 The Bid shall be signed, as per Note (d) herebelow 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. 14 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. 16 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 14.13 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 Not Applicable.
- 5.5 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](http://www.marketsite.gr)) not later than **12:00** hrs. of ...../...../2018, 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 14 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 here below 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 at the time of Bid submission, subject to Rejection of the Bid in case of non-submission, a Participation Guarantee Letter to be included in Envelope A, equal to thirteen thousand eight hundred (€ 13.800) EURO, valid for at least one (1) month more than the minimum validity period of the Bid specified in Article 7 here above, i.e. valid for nine (9) months as from the Bid Due Date. 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 2 Form. Any deviation or omission might lead to the rejection of the Bid.
- 9.2 Not applicable.
- 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 Bond 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 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 the 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 the APPENDIX C1 Form of the attached SECTION: "TERMS & CONDITIONS".
- 9.5 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 18 here below, and/or fails to submit the required Performance Bond, then the relevant Participation Guarantee Letter 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) his Bid, after the Bid due date and prior to the expiration of the period of validity (see Article 7 hereinabove) of said Bid.

- 9.6 In the case DESFA requests the extension of the validity of their Bids as per Article 7 here above, the Bidders must also 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.
- 9.7 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**

- 10.1 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 AND CONDITIONS with Appendices
Section IV:	SCOPE OF SERVICES with Appendices

## **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 Joint Venture is not a prerequisite for taking part in the present Tender.

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 SERVICES 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 SERVICES 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

Bid evaluation shall follow the procedure stated here below in two (2) separate and distinct stages:

- Evaluation of the contents of Envelopes A
- Evaluation of the contents of Envelopes B

12.2 The Inquiry Committee shall open Envelope 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 Envelope 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 and Envelope B), the Inquiry Committee records its findings. The Inquiry Committee concludes its work by recording its evaluation of the Financial Offers and the submission of its proposal to DESFA's appropriate body for the successful Bidder of the Tender.

### **13. ADVANCE PAYMENT**

After signing the Contract, as per provisions of article 18 hereof, the successful Bidder is entitled to an interest bearing advance payment, as stipulated in the attached SECTION: "Terms and Conditions".

### **14. CONTENTS OF Envelope A**

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

#### **A.1 LEGALIZATION DOCUMENTS**

##### **14.1.1 Participation Guarantee Letter**

A duly completed Participation Guarantee Letter according to Article 9 here above and as per form of Annex 2 attached herein.

##### **14.1.2 Statement**

The Bidder, shall fill, sign and submit a statement, (as per Annex 4, SECTION, "Instructions to Bidders") stating that:

- The Bidder has studied all the terms of the Inquiry and that it 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.
- The Bid shall be valid for eight (8) months from the Bid Due Date
- All submitted data and information contained in their Bid are true and genuine.

Above Statement including as well information about the Bidder, shall be signed by the Legal Representative(s) of the Bidder, authorised to represent the Bidder until the date of CONTRACT signature and in case of J/V, the Statement shall be **unique** and shall be signed by the Legal Representatives of each member of the J/V (Not the Common Legal Representative).

14.1.3 Not applicable

14.1.4 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 5 herein.

14.2.1 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, 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, or in case of J/V, appointing the Common Legal Representative of the J/V, as well as the Legal Representative 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.

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

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

14.2.3 Joint Ventures (J/V):

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

14.3 Solemn Declaration:

The Bidder, shall fill, sign and submit a Solemn Declaration (as per Annex 6,

attached herein) referring to the requirements of par. 14.4.1, 14.4.2, 14.4.3, 14.6, 14.7, 14.8, 14.10 and 14.11 herein below.

This Solemn Declaration of the Bidder is adequate preliminary evidence that the latter fulfils the requirements set out in par. 14.4.1, 14.4.2, 14.4.3, 14.6, 14.7, 14.8, 14.10 and 14.11 herein below.

The Solemn Declaration is submitted in place of the relevant certificates, declarations, documentation that prove the above requirements and which shall be demanded from the successful Bidder, pursuant to art. 18 herein below.

As in the case of any other document, at any time during the present Tender the Bidders may be asked to produce all or any of the documents relating to par. 14.4.1, 14.4.2, 14.4.3, 14.6, 14.7, 14.8, 14.10 and 14.11 and listed in art. 18 and shall have the obligation to do so.

The Solemn Declaration shall be signed by the Legal Representative(s) of the Bidder, authorised to represent the Bidder until the date of CONTRACT signature and in case of J/V, the Solemn Declaration shall be **unique** and shall be signed by the Legal Representatives of each member of the J/V (Not the Common Legal Representative).

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, the Solemn Declaration shall also be submitted by the Other Entity, as per the provisions of par. 14.12.1.c and 14.12.1.d herein below.

The Other Entity's Solemn Declaration shall be signed by the Legal Representative(s) of the Other Entity concerned, authorised to represent the entity until the date of CONTRACT signature.

14.4.1 The Bidder is excluded from the present Tender in case its own, or in case of a J/V any of its members', president of the BoD, chief executive officer, the members of the BoD (in case of companies with BoD, CEO) or any person having powers of representation and decision in respect of the company (in case of companies without BoD, CEO), have been the subject of a conviction by final judgment rendered at the most five (5) years ago or in which an exclusion period is set out and continues to be applicable for one or more of the reasons listed below:

- A. Participation in a criminal organisation, as defined in Article 2 of Council Framework Decision 2008/841/JHA of 24 October 2008 on the fight against organised crime (OJ L 300, 11.11.2008, p. 42);
- B. Corruption, as defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union (OJ C 195, 25.6.1997, p. 1) and Article 2(1) of Council Framework Decision 2003/568/JHA of 22 July 2003 on combating corruption in the private sector (OJ L 192, 31.7.2003, p. 54) as well as corruption as defined in the national law of the contracting authority or the economic operator;
- C. Fraud within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests (OJ C 316, 27.11.1995, p. 48), which was ratified by Law 2803/2000 (A· 48);

- D. Terrorist offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA of 13 June 2002 on combating terrorism (OJ L 164, 22.6.2002, p. 3) respectively, or inciting or aiding or abetting or attempting to commit an offence, as referred to in Article 4 of that Framework Decision;
- E. Money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council of 26 October 2005 on the prevention of the use of the financial system for the purpose of money laundering and terrorist financing (OJ L 309, 25.11.2005, p. 15) which was incorporated in the national legislation by Law 3691/2008 (A' 166);
- F. Child labour and other forms of trafficking in human beings as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council of 5 April 2011 on preventing and combating trafficking in human beings and protecting its victims, and replacing Council Framework Decision 2002/629/JHA (OJ L 101, 15.4.2011, p. 1), which was incorporated in the national legislation by Law 4198/2013 (A' 215);
- 14.4.2 The Bidder is excluded from the present Tender in case itself, or in case of a J/V, any of its members:
- Is bankrupt, subject of insolvency or winding-up proceedings, in an arrangement with creditors, under liquidation, obligatory management, suspension of business, or is in any other similar situation resulting from a similar procedure (as it is for Greek Companies the procedure of Article 99 of Law 3588/2007, as applicable), as provided by National Legislation.
- 14.4.3 The Bidder is excluded from the present Tender in case itself, or in case of a J/V, any of its members:
- A. Has not fulfilled its obligations, concerning the payments of Social Security contributions according to the Legislation of the country where it is established and according to Greek Legislation in the event that it has previously developed activities in Greece;
- B. Has not fulfilled its obligations related to payment of taxes, according to the Legislation of the country where it is established and according to Greek Legislation, in the event that it has previously developed activities in Greece.
- 14.5 Not applicable.
- 14.6 The Bidder must have the essential qualifications in order to be capable to execute the CONTRACT and is enrolled in the Registers of Annex XI of the European Directive 2014/24 for E.U. countries or the relevant professional or trade registers kept in the country of establishment, if established in other countries.
- 14.7 The Bidder (or, in case of J/V, each of its members) must have an average yearly turnover for the last three (3) financial years of at least six hundred ninety thousand (€690.000) EURO.
- 14.8 The Bidder must have a financial status and credit (including both credit capacity and guarantee letters) of a minimum amount of sixty-nine thousand (€69.000) EURO. In case of a J/V, said requirement can be covered by the

members of the J/V cumulatively.

## **A.2 TECHNICAL EXPERIENCE DOCUMENTATION**

### **14.9 Profile of the Bidder**

Documents indicating the profile, structure, organization and infrastructure of the Bidder, or in the case of a J/V each of its members, with regard to Basic Design Services.

Information on the available computer hardware and software, services and technologies offered, list of equipment and machinery owned by the Bidder, or in the case of a J/V of each of its members, for the use of similar Services.

### **14.10 Bidder's Experience**

#### **Minimum Experience Requirements**

**Subject to rejection of the Bid**, the Bidder must have successfully completed within the last eight (8) years solely as an Engineer or as a member of a J/V Engineer with a minimum participation interest of 50% in such J/V, at least:

- one study (Basic Engineering Design or FEED) at least reached the stage of submission of final study deliverables
- OR**
- the Review of Detailed Engineering Design at least reached the stage of Review of "as built" documents,

of a Project for the construction of a High Pressure Natural Gas Compressor Station, with an inlet operating pressure greater than 30 bar and of a total power of at least 15 MW.

In the case of a J/V, the above minimum requirement, should be satisfied at least by the Leader of the J/V.

### **14.11 Quality Assurance Standard:**

**Subject to rejection of the Bid**, the Bidder, or in case of a J/V each of its members, must comply with the Management System Certificate according to ISO 9001 or equivalent Certificates or evidence of equivalent management assurance, as stated in Article 81 of the European Directive 2014/25/EU.

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

- 14.12 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:

- 14.12.1 a. A Statement signed by the Legal Representative of such Other Entity stating that:
- The Other Entity has studied all the terms of the Inquiry and it fully accept all terms contained in the Inquiry Documents with no reservations whatsoever,
  - All Other Entity's 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, the documents mentioned in article 14.2.1.i and the statements under paragraph 14.1.4 (as per Annex 5, SECTION: "Instructions to Bidders") of present article, where the term "Bidder" is substituted by the term "Other Entity".
- c. The Solemn Declaration of par. 14.3, signed by the Legal Representative of such Other Entity, referring to the requirements of par. 14.4.1, 14.4.2, 14.4.3 herein above, where the term "Bidder" is substituted by the term "Other Entity".
- d. In addition:
- In case the Bidder relies on and uses the economic and financial capacity of Other Entities, the Solemn Declaration shall refer to the requirements of paragraph 14.7 and 14.8 of present article,
  - In case the Bidder relies on and uses the technical or/and professional capacity of Other Entities, the Solemn Declaration shall refer to the requirements of paragraphs 14.6, 14.10 and 14.11 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.

- 14.12.2 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 SERVICES, 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.

- 14.12.3 A signed binding agreement between the Bidder and such Other Entity proving the commitment for provision of resources.

In case that above mentioned documents are not submitted, 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 ENGINEER'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.

#### 14.13 **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)**

##### 14.14 Bidder's organizational Structure

- a. Organization chart for the execution of the SERVICES.
- b. A description of the proposed duties and responsibilities of all key positions included in the Organizational Structure.
- c. The Bidder shall submit a list of Subcontractors (if any) for the elaboration of any parts of the services. The list shall be accompanied by the Subcontractors' proposed scope of services and full details on the experience and activities of these Subcontractors, similar to those mentioned in paragraphs 14.14 a and b here above.
- d. A statement signed by Bidder that after CONTRACT award, the Sub-Contractor(s) identified shall not be removed or replaced without the prior written approval of DESFA.
- e. The venue(s) where the Engineering services shall be performed.
- f. In case that Bidder uses the technical or/and professional capacity of Other Entities, personnel belonging to the Other Entity or having the technical or/and professional capacity shall be included in the Organization chart.

##### **Subject to rejection of the Bid:**

- **In the case of a J/V, the Leader shall cover at least the following positions:**
  - **Engineering Manager**
  - **Process Manager**
  - **Mechanical Manager**
- **In the case that Bidder relies on and uses the technical or/and professional capacity of Other Entities, the Other Entities shall cover at least the above positions.**

##### 14.15 Profile of the key personnel

The Bidder shall submit a List of the Key Personnel accompanied by detailed CVs, including those of the main Subcontractors proposed by the Bidder to be dedicated for the execution of the SERVICES.

Key Personnel shall include at least: Project Manager, Engineering Manager, Process Manager, Mechanical Manager, Safety Manager, Environmental Manager, QA/QC Manager, Design Coordinator Engineer, Civil Engineer, Electrical Engineer, Instrumentation Engineer, Telecom Engineer and Planner Engineer.

Additionally, a signed statement by the Bidder shall be submitted:

- a) stating that the personnel nominated in the Bid for the SERVICES, shall remain the same till completion of CONTRACT and
- b) clarifying the legal relation and the type of engagement with nominated personnel.

Substitution of the nominated personnel is not allowed unless their cooperation (legal relation between successful Bidder and nominated personnel) is terminated.

Only substitutes with the same or higher qualifications as the Key Personnel of the Bid can be accepted. Substitution will be effected only after prior DESFA's written approval.

14.16 Bidder's proposal for the use of relevant Hardware and Software

Bidders shall provide details of the hardware and software that will be used in the elaboration of the Engineering services.

14.17 QUALITY MANAGEMENT SYSTEM:

The Bidders should demonstrate that they apply an efficient and effective Quality Management System that allows them to provide the services according to DESFA 's Requirements.

The Bidders shall submit a sample Quality Manual and a Quality Plan for the specific PROJECT in the Tender which should demonstrate the Quality System the Bidder intends to apply throughout the execution of the SERVICES.

The sample Quality Plan shall represent a detailed breakdown of all activities for the provided SERVICES. For each one of these activities the following fields shall be clearly identified:

- Quality Requirements
- Applicable Quality System Procedures
- Applicable Technical Specifications
- Inspection and Approval Levels
- Deliverable Documents

The SERVICES Quality Manual shall have the structure dictated by ISO 9001 or equivalent Certificate or evidence of equivalent quality assurance measures and shall adequately cover the following issues:

- Quality Policy and Management Responsibility
- Project Organization Chart
- General Description of the Quality System
- List of applicable Quality System Procedures

The successful Bidder (ENGINEER) shall perform all his activities within a framework of his own Quality System which shall meet the requirements of DESFA'S Specification QA-SPC-001 of SECTION: "Scope of Services" and the standards of ISO 9001 or equivalent Certificate or evidence of equivalent quality assurance measures.

14.18 SERVICES Execution Plan:

a. Time Schedule

The Bidder should provide a detailed time schedule for the elaboration of the Basic Design and associated studies, in the form of a Bar Chart, showing critical milestones, interfaces between disciplines within Bidder's organization and interfaces with external parties, Subcontractors etc., and descriptive information for the execution of the SERVICES, covering all aspects of the Basic Design and associated studies.

The time limits shown in TIME SCHEDULE (Appendix B of SECTION "Terms and Conditions") should be strictly followed.

b. Detailed description of SERVICES Execution Plan

The Bidder should provide comprehensive detailed technical descriptions for the provision of the SERVICES, allowing a complete technical evaluation of Bidder's proposal.

c. List of all documents and drawings that Bidder will issue during the Basic Design and associated studies elaboration, as per the deliverables included in SECTION: "Scope of Services".

14.19 Submission of Deviations list as per NOTE 1 here in below.

14.20 Any other information further explaining the Bidder's Technical Information.

14.21 Personal Data Statements

Participants shall accompany any document thereof containing personal data (e.g. solemn declaration, resumes, criminal records) with an explicit statement by the Data Subject, as the case may be, in compliance with the attached Annex 5 herein.

**General Notes:**

- 1) **Deviations, if any and to the extent permitted by Article 8 here above, 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 prices (included in ENVELOPE B), otherwise their offer shall be rejected.**

**IMPORTANT NOTE:**

**It is hereby clarified that Bidder's Technical Data contained in Envelope A 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 Services as per the Contract to be signed with the successful Bidder (Engineer) shall be executed, tested and completed as per DESFA's instructions described in the technical part of the Inquiry/Contract Documents.**

**15. NOT APPLICABLE**

## **16. CONTENTS OF Envelope B**

16.1 Envelope B must contain the following documents:

- A. **BID LETTER** (as per Annex 1 attached herewith) signed by the Bidder.
- B. **PRICE SCHEDULE** (as per Annex 3 attached herewith), filled-in and signed by the Bidder.
- All quoted prices shall be expressed in EURO
  - Offer Prices quoted in the Price Schedule should be in strict accordance with the Inquiry Documents.
  - Quoted CONTRACT PRICE shall include any cost for execution of the SERVICES described in the Inquiry Documents, including ENGINEER'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).

16.2 The Bidder shall sign the contents of Envelope B as provided in the Inquiry Documents.

16.3 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 14 herein above, DESFA reserves the right to reject the Bid.

16.4 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**.

16.5 The offered Lump Sum (CONTRACT PRICE) shall be ENGINEER'S full compensation for the execution of the Engineering Services so as to satisfy all requirements of SECTION: "Scope of Services"

## **17. EVALUATION PROCEDURE**

Evaluation of the Bids shall be performed as follows:

17.1 Only Bidders which have submitted an Envelope A according to Article 14 here above will be accepted for further evaluation.

17.2 Bids shall 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 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 the Bid is not responsive or the offer price is unreasonably low.

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

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

17.4 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 14 herein above, then DESFA reserves the right to consider that this constitutes a case of submission of false information and to reject the Bid.

17.5 TECHNICAL EVALUATION

Based on the data submitted with Technical Offers contained in Envelope A, Bidders' Technical Offers shall be evaluated as follows:

The items set out in the table here below, will be used for the Technical Evaluation of the Bids based on submitted information contained in the Technical Offers.

The grading and evaluation procedure set out here below shall be strictly followed.

ITEM No	ITEM	GRADE*
1	Bidder's organizational Structure, Profile of the key personnel, use of relevant Hardware and Software and Quality Management System, as clauses 14.14, 14.15, 14.16 & 14.17	
2	Detailed description of SERVICES Execution Plan as clause 14.18	

(\*) Grade shall be given on a 10 point scale (i.e. 100, 90, 80, etc.), where the value 100, 70, 30 and zero represent the following:

- 100** : Items for which the Technical Offer is fully documented, in full accordance with the Inquiry requirements, or better.
- 70** : Items for which the Technical Offer is complete and satisfactory in major issues of the Inquiry requirements. Minor omissions do not affect the SERVICES and are upgradeable.
- 30** : Items for which the Technical Offer is incomplete in major issues
- 0** : Items for which the Technical Offer is not acceptable.

**REASON FOR REJECTION OF THE BID:**

During the Technical Evaluation phase, the Technical Offers are rejected if the Bidder's Grade in any of the two items is less than seventy (70)

## 17.6 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 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).

### **IMPORTANT NOTE:**

**It is hereby clarified that if the Total Lump Sum price of the Services is greater than the Budget of the Inquiry, as it is specified in Article 1 here above, the relevant Bid shall be rejected.**

17.7 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 applicable law, without any obligation to the Bidders.

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

## 18. AWARD-CONTRACT SIGNATURE

18.1 The successful Bidder will receive electronically, via the System a Letter of Intent to award the SERVICES to be rendered to DESFA.

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, not later than ten (10) working days as from its receipt, the following documentation:

18.1.1 An extract from the judicial record or, failing that, an equivalent document issued by a competent judicial or administrative authority in the country of origin or the country where that person comes from showing that the Bidder's, or in case of a J/V each of its members', president of the BoD, chief executive officer, the members of the BoD (in case of companies with BoD, CEO) or any person having powers of representation and decision in respect of the company (in case of companies without BoD, CEO), have not been the subject of a conviction by final judgment rendered at the most five (5) years ago or in which an exclusion period is set out and continues to be applicable for one or more of the reasons listed below:

- A. Participation in a criminal organisation, as defined in Article 2 of Council Framework Decision 2008/841/JHA of 24 October 2008 on the fight against organised crime (OJ L 300, 11.11.2008, p. 42);
- B. Corruption, as defined in Article 3 of the Convention on the fight

against corruption involving officials of the European Communities or officials of Member States of the European Union (OJ C 195, 25.6.1997, p. 1) and Article 2(1) of Council Framework Decision 2003/568/JHA of 22 July 2003 on combating corruption in the private sector (OJ L 192, 31.7.2003, p. 54) as well as corruption as defined in the national law of the contracting authority or the economic operator;

- C. Fraud within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests (OJ C 316, 27.11.1995, p. 48), which was ratified by Law 2803/2000 (A` 48);
- D. Terrorist offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA of 13 June 2002 on combating terrorism (OJ L 164, 22.6.2002, p. 3) respectively, or inciting or aiding or abetting or attempting to commit an offence, as referred to in Article 4 of that Framework Decision;
- E. Money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council of 26 October 2005 on the prevention of the use of the financial system for the purpose of money laundering and terrorist financing (OJ L 309, 25.11.2005, p. 15) which was incorporated in the national legislation by Law 3691 / 2008 (A` 166);
- F. Child labour and other forms of trafficking in human beings as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council of 5 April 2011 on preventing and combating trafficking in human beings and protecting its victims, and replacing Council Framework Decision 2002/629/JHA (OJ L 101, 15.4.2011, p. 1), which was incorporated in the national legislation by Law 4198/2013 (A` 215);

18.1.2 Extracts from Judicial records, or failing this, equivalent documents issued by competent judicial or administrative authorities in the country of origin and/or the country where the Bidder (or in case of a J/V each of its members) is registered, proving that:

The Bidder is not bankrupt, subject of insolvency or winding-up proceedings, in an arrangement with creditors, under liquidation, obligatory management, suspension of business, or in any other similar situation resulting from a similar procedure (as it is for Greek Companies the procedure of Article 99 of Law 3588/2007, as applicable), as provided by National Legislation.

18.1.3 Certificates issued by competent authorities in the country of registration proving that the Bidder, or in case of J/V, each of its members:

- a. Has fulfilled its obligations, concerning the payments of Social Security contributions according to the Legislation of the country where it is established and according to Greek Legislation in the event that it has previously developed activities in Greece;
- b. Has fulfilled its obligations related to payment of taxes, according to the Legislation of the country where it is established and according to Greek Legislation, in the event that it has previously

developed activities in Greece.

Notes to 18.1.1, 18.1.2 and 18.1.3:

Where the country concerned does not issue such documents or certificates as required above, these may be replaced by a statement (regarding the requirements of par. 18.1.1, 18.1.2, 18.1.3 above) either of them signed by the person having powers of representation and decision in respect of the company (not the appointed legal representative, according to Article 14.2.1(ii) of SECTION: "Instructions to Bidders"), stating also that the country concerned does not issue such documents or certificates, as required.

18.1.4 to 18.1.5 Not applicable.

18.1.6 Registration Certificates in accordance with the Legislation of the country where they are established, proving that the Bidder, or in case of a J/V, each of its members, 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.

18.1.7 Published or certified copies of statements of accounts for the last three (3) years, showing annual turnover of the Bidder or, in case of a J/V, of each of its members. The average of the above last three (3) financial years annual turnover must be at least six hundred ninety thousand (€690.000) EURO.

18.1.8 References from Banking Institutions concerning the financial status and credit (including both credit capacity and guarantee letters) for a minimum amount of sixty-nine thousand (€69.000) EURO. In case of a J/V, said banking references should be covered by the members of the J/V cumulatively.

18.1.9

a. List of Contracts demonstrating Bidder's, or in the case of J/V of each of its members, overall experience in Basic Engineering Design and/or Front End Engineering Services and/or Detailed Design Review, concerning projects for the construction of High Pressure Natural Gas Compressor Stations, executed successfully during the last eight (8) years, stating analytically:

- description of the Engineering Services (Contract Scope)
- name of the Client with reference person for communication
- Contract number/type/date of signing
- Short technical description of the Project according to the Contract
- Initial and final Contract price
- Planned and actual completion period
- The participation interest (%) in the J/V (if applicable)

- b. List of Bidder's Contracts, or in the case of a J/V of each of its members, similar Contracts as above currently under execution, stating analytically the aforementioned information (as per a. above) as well as the un-executed part for each Contract (in terms of progress/cost).

Note on a. and b. above:

In case that the Bidder is a member of a Group of companies formed after merging, as per provisions of Law No 2940/01, cumulative experience shall be considered.

- c. Documents issued by the relevant owner proving that the Bidder (or in the case of a J/V, at least the Leader of the J/V), has successfully completed within the last eight (8) years solely as an Engineer or as a member of a J/V Engineer with a minimum participation interest of 50% in such J/V, at least:
- one study (Basic Engineering Design or FEED) at least reached the stage of submission of final study deliverables
- OR**
- the Review of Detailed Engineering Design at least reached the stage of Review of "as built" documents, of a Project for the construction of a High Pressure Natural Gas Compressor Station, with an inlet operating pressure greater than 30 bar and of a total power of at least 15 MW.

18.1.10 Management System Certificate according to ISO 9001 or equivalent Certificates or evidence of equivalent management assurance, as stated in Article 81 of the European Directive 2014/25/EU, in the name of the Bidder or, in case of a J/V, of each of its members.

18.1.11 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, then within the same deadline, the successful Bidder shall submit electronically, via the System, the documentation referred to in par. 18.1.1, 18.1.2, 18.1.3 herein above, where the term "Bidder" is substituted by the term "Other Entity".

In addition:

- In case the Bidder relies on and uses the economic and financial capacity of Other Entities, the documentation referred to in paragraphs 18.1.7 and 18.1.8 of present article, and
- In case the Bidder relies on and uses the technical or/and professional capacity of Other Entities, the documentation referred to in paragraphs 18.1.6, 18.1.9.c and 18.1.10 of present article.

**All the above documents (par. 18.1) shall be submitted electronically via the System in .pdf file format.**

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

18.3 DESFA reserves the right, after the Letter of Award has been sent and its receipt has been confirmed by the successful Bidder, to request electronically, via the System from the latter to improve his Financial Offer without any amendments to his Technical Offer. Such improvement stays within the successful Bidder's discretion.

The successful Bidder may respond electronically, via the System to DESFA within two (2) working days as from the receipt of said request giving in case of such improvement its details.

In case of such improvement, Performance Guarantee as stated in Article 9 here above (GUARANTEES) and Contract Agreement shall be adjusted accordingly.

In case that, contrary to above provisions, the successful Bidder improves his Financial Offer with simultaneous amendment(s) to his technical offer, said improvement shall be considered as not submitted.

In case that the successful Bidder fails to respond electronically, via the System to DESFA within the aforementioned time limit, DESFA's request for improvement of the Financial Offer shall be considered as rejected.

18.4 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 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 here above (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 a 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.

18.5 In case the successful Bidder fails to notify DESFA the unreserved acceptance of DESFA's Letter of Intent within the aforementioned two (2) working days time limit or fails to timely submit the aforementioned documents (18.1.1 – 18.1.11) after DESFA's Letter of Intent within the aforementioned time limit or fails to submit the aforementioned documents (18.4 A-D) after DESFA's Letter of Award, DESFA shall have the right to cancel the award of the CONTRACT to said Bidder, to claim for compensation of damages related to the delays due to such failure of said Bidder and

to apply the provisions of article 9.5 herein above.

- 18.6 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.

**19. NOT APPLICABLE**

**20. 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 signed statement submitted in .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 fulfill 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). 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 5 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.

## **21. RESERVATIONS AND RIGHTS OF DESFA**

- 21.1 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 he 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.

- 21.2 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.

- 21.3 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.

- 21.4 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.

## **22. 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.

## **23. NOT APPLICABLE**

## **24. SITE VISIT**

The Bidders may visit the SITE to become fully acquainted with the existing and expected conditions, which might in any way, influence the cost and/or implementation of the Scope of SERVICES. The Bidders shall cover all costs incurred by the Bidders in connection with the SITE visit.

Any failure to fully investigate the SITE or the foregoing conditions shall not release any Bidder from its responsibility to properly consider the difficulty or cost of successfully implementing any part of the Scope of SERVICES.

## **25. 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 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.

## **26. 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.

## **27. 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 and may extend the time for submission of Bids following the provisions of Directive 2014/25/EU, article 66.

**The Bidders shall confirm the inclusion in their Bid of all clarifications/amendments issued prior to receipt of the Bid by DESFA (see Annex 1 – Bid Letter).**

**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.**

## **28. ATTACHED DOCUMENTS**

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

Annex 1: FORM OF BID LETTER

Annex 2: FORM OF PARTICIPATION GUARANTEE LETTER

Annex 3: PRICE SCHEDULE

Annex 4: FORM OF STATEMENT

Annex 5: FORM OF PERSONAL DATA STATEMENT

Annex 6: FORM OF SOLEMN DECLARATION

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