

## **SECTION I**

### **INSTRUCTIONS TO BIDDERS**

**INQUIRY No: 871/19**

**PUBLIC CONSULTATION**

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**PUBLIC CONSULTATION**

## 1. INTRODUCTION

The HELLENIC GAS TRANSMISSION SYSTEM OPERATOR (DESFA) S.A., hereinafter referred to as well as EMPLOYER or OWNER invites eligible Bidders to submit a Bid for the **Inquiry No 871/19**

- Title : **DETAILED ENGINEERING, PROCUREMENT AND CONSTRUCTION OF THE NEA MESSIMVRIA COMPRESSOR STATION UPGRADE**
- Budget : **14.100.000 €**, plus V.A.T.
- Time Schedule : Twenty seven (27) 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.

Eligible Bidders as above have to be also:

- Construction Companies or
- Associations/ Joint Ventures/ Consortium of Construction Companies.

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 CONTRACTOR.
- 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 one daily newspaper and 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 Article 1.1 of General Conditions.

## **2. APPLICABLE LEGISLATION**

- 2.1 Present INSTRUCTIONS TO BIDDERS and relevant Inquiry Documents.

DESFA's Regulation for Award and Execution of Works (available at DESFA's web address: [www.desfa.gr](http://www.desfa.gr)). Said Regulation for Construction Contracts 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 Award and Execution of Works.
- 2.3 Applicable Greek legislation, i.e. 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 WORKS**

- 3.1 The works and all obligations and activities (hereinafter "WORKS"), which this Inquiry refers to, are the detailed engineering, procurement, construction, inspection, testing and commissioning of the Nea Messimvria Compressor Station Upgrade. All the above are analytically described in SECTION: "OWNER'S REQUIREMENTS".
- 3.2 The Particular & General Conditions of the Contract to be entered into with successful Bidder (Hereinafter "CONTRACT") are further provided in SECTIONS: "PARTICULAR CONDITIONS" & "GENERAL CONDITIONS".
- 3.3 DESFA reserves the option to increase the WORKS up to twenty five percent (25%) of the CONTRACT PRICE, including contingencies, by adding works, similar to those described in the Tender documents. This DESFA's option shall be effected either by Variation Order or through a 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 WORKS.
- 3.4 Said option is expected to be exercised within twenty seven (27) months from the CONTRACT Commencement 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 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](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 **..../..../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 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 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 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 two hundred eighty two thousand (€ 282.000) EURO valid for at least one (1) more month over than the minimum validity period of the Bid specified in Article 7 hereabove, 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 Attachment 3 - Forms of the attached SECTION:

“PARTICULAR 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) its Bid, after the Bid due date and prior to the expiration of the period of validity (see Article 7 hereabove) of said Bid.
- 9.6 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 payments due to the successful Bidder shall be subject to a ten (10%) percent retention according to clause 14.3, of the attached SECTION: “PARTICULAR CONDITIONS”.
- 9.8 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 with Appendix A
SECTION III	:	PARTICULAR CONDITIONS with Attachments
SECTION IV	:	GENERAL CONDITIONS
SECTION V	:	SCHEDULE OF PAYMENTS
SECTION VI	:	OWNER’S REQUIREMENTS

**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 Joint Venture shall be fully, jointly, indivisibly and severally liable for execution of the WORKS 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 WORKS 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.
- The name of the J/V partner, who is nominated to act as a 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 Envelope 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 Envelope 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: "PARTICULAR CONDITIONS".

### **14. CONTENTS OF ENVELOPE A**

Envelope A shall contain the following documents, 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 hereabove 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 3, of 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.
- 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.

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 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, 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 hereabove.

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 Construction Companies participating in the Bid, separately or as a member of a J/V, must be enrolled in a professional register, in accordance with the Legislation of the country where they are established, and be qualified to solely undertake the execution of construction project with Contract Price equal to or greater than fourteen million one hundred thousand EURO (€14.100.000). Above construction project shall be related to Electrical/Mechanical (E/M) Works.

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 fourteen million (€14.000.000) EURO.

14.8 The Bidder must have a financial status and credit (including both credit capacity and guarantee letters) of a minimum amount of one million four hundred thousand (€ 1.400.000) 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 of each of its members, with regard to Detailed Engineering and Construction activities.

Information and technical data on available equipment and machinery, works and technologies offered, for use in similar Projects, owned by the Bidder or in the case of a J/V by each of its members or available for use through subcontracting agreement or other agreements as well as computer hardware and software, works and technologies offered.

#### 14.10 Bidder's Experience

##### a. Minimum Experience Requirements

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

- One (1) EPC project concerning Detailed Engineering, Procurement and Construction of at least one (1) High Pressure Natural Gas Compressor Station with an inlet operating pressure greater than 30 bar and of a total power of at least 10MW.

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

#### 14.11 Bidder's Quality System

**Subject to rejection of the Bid**, the Bidder, or in case of a J/V each of its members, must have a Quality Management System Certificate according to:

- a. ISO 9001,
- b. ISO 14001 and
- c. OHSAS 18001

or equivalent Certificates or evidence of equivalent Quality Assurance Standards, 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 paragraph 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 paragraphs 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 during bidding phase and the execution of the CONTRACT, 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 the above mentioned 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 CONTRACTOR'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**

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

14.14.1 A fully documented profile of the nominated Manufacturer(s), including contracts for the manufacture of similar equipment during the last eight (8) years, for evaluation by OWNER.

Note: The proposed Manufacturer(s) is subject to approval by OWNER and he cannot be replaced without OWNER's prior written consent.

14.14.2 A duly stamped and signed Binding Declaration by the legal representative of the above mentioned nominated Manufacturer(s) stating that he is well aware of the subject Tender, has reached an agreement with the Bidder and accepts the supply of equipment for the subject Compressor Station in the case the Contract is awarded to the Bidder.

14.14.3 Bidder's Project Organizational Structure

a. Description of proposed Project Organizational Structure

The Bidder shall submit a detailed technical description of his plans to perform the various functions associated with the Project such as:

- Management and coordination of the Works
- Detailed Engineering
- Procurement, pre-fabrication, construction stating the location for each activity
- Training of OWNER's personnel
- Pre-commissioning and Commissioning of the WORKS
- Mobilization and de-mobilization of their Project organization.
- Interfacing between the various activities (e.g. between the Home Office and Site).

b. Project Organization Chart

Organization chart for the execution of the Works clearly showing levels of authority and responsibility, lines of communication within Bidder's corporate organization and/or between members of the Joint Venture (if applicable) for all aspects of the Project execution (i.e. Project Management and Control, Engineering, Procurement, Field works, QA/QC, HSE, Commissioning and Operations, etc.), key positions identified by title and brief job description down to the level of Foreman.

Key positions are indicatively:

- Project Manager
- Engineering Manager
- Chief discipline Engineers
- Construction Manager
- Commissioning Manager
- Procurement Coordinator
- QA/QC Manager
- Planning and Progress Control Coordinator
- HSE Manager
- Site Superintendents/Supervisors

c. List of Key Personnel

List of the Key Personnel including those of the main Subcontractors proposed by the Bidder to be dedicated for the execution of the Works including detailed CV's. The relation of the Key Personnel with the Bidder must be clearly stated. OWNER reserves the right to request an interview with the proposed personnel during the Bid evaluation phase.

The Bidder shall also submit dates of availability of above mentioned personnel and a signed statement and commitment stating that the personnel nominated in the Bid shall remain the same after Contract Award and can be replaced only following DESFA's approval.

14.14.4 Project Execution Proposal

a. Time Schedule:

The Bidder shall provide a summary and detailed Time Schedule in the form of a bar chart, showing critical milestones (e.g. Contract award, Mobilization period, performance of Detailed Engineering, commencement of construction, main equipment/materials supply, Mechanical Completion, etc.), critical paths, pre-requisites (if any) Bidder considers important, interfaces between disciplines within Bidder's organization and interfaces with external parties (e.g. subcontractors, etc.), and other descriptive information illustrating Bidder's strategy for the timely achievement of the Project Completion Date.

The time for completion stated in the Contract Agreement (Section: DRAFT OF CONTRACT AGREEMENT) should be kept.

In order to support the proposed Time Schedule, the Bidder

must also submit an indicative time schedule.

b. Project Execution Plan:

The Bidder shall provide comprehensive detailed technical description of methods and procedures for the execution of the Works, allowing a complete technical evaluation of Bidder's proposal by OWNER.

This Project Execution Plan shall at least include the following:

- 1) Extent of subcontracting any of the works. Proposed subcontractors (e.g. for engineering, site works - civil works, pipework, NDT, electrical works, commissioning, etc.). All proposed subcontractors are subject to approval by OWNER and comprehensive information for each subcontractor (as per paragraph 14.14.3 above) must be submitted.
- 2) Manpower histograms separately for:
  - a. Project Management, Engineering and Procurement Works
  - b. Construction Works, separately for management/administrative, supervisory personnel and direct and indirect labour split per discipline (e.g. welder, fitter, etc.) on a monthly basis. Subcontractor's personnel shall be indicated per subcontractor
  - c. Commissioning
- 3) Mobilization and de-mobilization plan for construction personnel.
- 4) List of hardware/software intended to be used for the performance of the Detailed Engineering, accompanied by samples of relevant studies.
- 5) List of all documents and drawings that the Bidder shall issue during the Detailed Engineering elaboration.
- 6) List of Bidder's (including subcontractors') proposed main construction equipment dedicated to the execution of the Works (e.g. trenchers, excavators, lorries, dumpers, cranes, side booms, bulldozers, bending machines, etc.). This list should include information concerning time at Site, make and source of supply (owned, hired, etc.) as well as adequate technical data for each of the equipment.
- 7) Work procedures the Bidder intends to apply during Project execution covering Detailed Engineering and all major construction activities up to commissioning and also including warehousing and material handling and preservation.
- 8) Extent of proposed prefabrication for pipework,

structures, etc. indicating pre-fabrication items and locations, details of transporting, hoisting and carrying out final installation.

- 9) List of all temporary facilities and utilities provided by CONTRACTOR for the execution of the Works. Such facilities include storage area (open and covered) workshop, Site Offices, etc. in accordance with Contract requirements. In particular, Bidder shall submit a layout drawing showing above mentioned facilities.

Note: In case of Joint Venture or use of Article 14.12 here above, information concerning the responsibility /Ownership/ engagement for each part of the Work / construction equipment / personnel respectively, shall be provided.

- c. Planning, Scheduling and Progress Monitoring and Control:  
The Bidder shall submit separately outlined proposals for Planning, Scheduling and Progress Monitoring and Control of all aspects of Works. The proposals shall be sufficiently explanatory and they shall describe how potential delays can be identified and avoided.  
The Bidder shall submit samples of documents to be used in connection with progress measurement, monitoring, evaluation and reporting (outline and contents of the proposed Progress Reports).

Note:

In case the Bidder is a J/V, the split of tasks and responsibilities between the members of the J/V shall be described in detail.

- d. Procurement:  
The Bidder shall provide specific procurement procedures for the Project covering aspects such as Vendor selection, purchasing, expediting, inspection, shipping/transport, storage, material control, etc.  
Copies of Bidder's standard terms and conditions of purchasing as well as sample report forms must be also submitted.  
The Bidder shall submit a proposed Vendor's List for materials and equipment to be procured by Contractor in accordance with OWNER's requirements as specified in the Contract Documents. Proposed vendors' shall be selected on the basis of technical integrity including life cycle costs. Vendors are subject to OWNER's approval.  
Furthermore, the Bidder shall provide a sample procurement plan showing time and milestones for major equipment.

14.14.5 Bidder's Quality System

The Bidder shall submit a draft Project specific Quality Manual and Quality Plan. The Project Quality Plan shall present a detailed breakdown of all Project activities. 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 Project Quality Manual shall have the structure dictated by ISO 9001 or equivalent, as stated in the European Directive 2014/25/EU, 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 (Contractor) shall perform all his activities within a framework of his own Quality System which shall meet the requirements of OWNER's Specification QA-SPC-001 (Attachment 4 of Section: PARTICULAR CONDITIONS) and the standards of ISO 9000 series or equivalent, as stated in the European Directive 2014/25/EU. Special care shall be taken by the Contractor for the stringent implementation of the Quality System throughout the construction period. No activity shall be deemed completed until all the QA/QC requirements have been satisfied, documented by the Contractor's QA Department and accepted by OWNER's Representative.

#### 14.14.6 Bidder's Health, Safety & Environment (HSE) System

The successful Bidder (Contractor) shall perform all his activities within a framework of his own HSE System which shall meet the requirements of the OWNER (Specification: HSE Management System LEVEL 2 and HSE Management System Detailed Procedure - Attachment 4 in Section: PARTICULAR CONDITIONS) and all relevant State and European Union Legislation.

Bidders shall submit a comprehensive description of their HSE organization and procedures and their implementation for this particular Project including:

- Company's HSE Policy.
- HSE Plan for the construction.
- Field HSE organisation chart including roles/responsibilities of Key personnel and Management.

Furthermore, Bidder shall propose a project specific Environmental Management system which allows Bidder to minimize as low as reasonable any adverse environmental impacts caused thereof.

#### 14.14.7 Engineering and Suppliers Information

Bidders shall submit Engineering and Suppliers information to allow technical evaluation concerning the Minimum Technical Requirements for the Evaluation of Bid and the Technical Requirements, as listed respectively in TABLE A of Annex 4 attached herewith.

As a minimum, this should include confirmation that the points listed in TABLE A of Annex 4 shall be met, together with supporting information to confirm this from the relevant Suppliers. Supplier information shall include Data Sheets, Technical Literature, Outline drawings for equipment and QA certification.

Lack of supporting information shall be detrimental to the technical evaluation of the Bid.

14.14.8 Training

The Bidder shall detail his training proposals and programme for the training of the OWNER's personnel, included but not limited to:

- At Site
- At Suppliers' facilities
- Senior Staff Training
- Estimated no. of OWNER's personnel to be trained in accordance with above.

14.14.9 Submission of Deviations list signed as per Note 1 herein below.

14.14.10 Any other information

Bidders can submit any other information they consider necessary for the evaluation of their Offer.

14.15 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.

**General Notes:**

- 1) Deviations, if any and to the extent permitted by the Article 8 hereabove, 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 might 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 Works as per the Contract to be signed with the successful Bidder (Contractor) 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) **with Prices**, filled-in and signed by the Bidder.
- B. SCHEDULE OF PAYMENTS** (as per Section V) filled-in and signed by the Bidder.
- All quoted prices shall be expressed in EURO
  - Offer Prices quoted in the Schedule of Payments should be in strict accordance with the Inquiry Documents.
  - Quoted CONTRACT PRICE shall include any cost for execution of the WORKS described in the Inquiry Documents, including CONTRACTOR'S profit.
  - Any withholding tax, duty or mandatory contributions to public authorities or institutions shall be included in the offered price, with 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 CONTRACTOR'S full compensation for the execution of the Works so as to satisfy all requirements of Inquiry Documents.

## **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 hereabove will be accepted for further evaluation.

17.2 Bids shall be rejected if:

- It appears from Envelopes A that the Bidder does not have the know-how or the experience and generally the technical and/or the financial capacity to execute 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 if it is not responsive or if 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:

- 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.

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 Articles 8 and 14 hereinabove, 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	WEIGHTING FACTOR (1)	GRADE (*) (2)	PRODUCT (1) x (2)
1.	Gas Turbine (see details in Section VI, Attachment 1, CONTRACTOR'S SCOPE OF WORK)	10%		
2.	Gas Compressor (see details in Section VI, Attachment 1, CONTRACTOR'S SCOPE OF WORK)	10%		
3.	Air Gas Cooler (see details in Section VI, Attachment 1, CONTRACTOR'S SCOPE OF WORK)	10%		
4.	Gas Filter-Separator (see details in Section VI, Attachment 1, CONTRACTOR'S SCOPE OF WORK)	10%		
5.	Project Organizational Structure & Organization Chart (see articles 14.14.3 a & b)	10%		
6.	Time Schedule (see article 14.14.4a)	5%		
7.	Project Execution Plan (see article 14.14.4b)	20%		
8.	Planning, Scheduling & Progress Monitoring and Control (see article 14.14.4c)	5%		
9.	Procurement Procedures (see article 14.14.4d)	10%		
10.	Bidder's Project Quality System Bidder's Project HSE System (see articles 14.14.5 & 14.14.6 )	5%		
11.	Training (see article 14.14.8)	5%		
<b>BIDDER'S TECHNICAL PROPOSAL TOTAL GRADE:</b>				

(\*) 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 most major issues of the Inquiry requirements. Minor omissions do not affect the WORKS.
- 30:** Items for which the Technical Offer is incomplete in major issues and cannot be considered as technically acceptable.
- 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 under the following conditions:

- a. If the Bidder's Total Grade is less than '70'.

- b. If the Bidder's Grade in any of the items (1, 2, 3 & 4) in the Table here above is less than '70'.
- c. If the Bidder's Grade in any of the items (5, 6, 7, 8, 9, 10 & 11) in the Table here above is '30' or less.

## 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 his 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 unrejected Offer).

### **IMPORTANT NOTE:**

**It is hereby clarified that if the Total Lump Sum price of the Works 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 WORKS to be executed for 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 a professional register, 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, is qualified to solely undertake the execution of construction project with Contract Price equal to or greater than fourteen million one hundred thousand EURO (€14.100.000). Above construction project shall be related to Electrical/Mechanical (E/M) Works.

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

Where the country concerned does not issue such documents or certificates as required above, these may be replaced with:

- a. A declaration, by the said entity, in front of Judicial or Administrative authority, notary or the appropriate professional organisation of the country where the said

company is established, stating that the country concerned does not issue such documents or certificates as required above

and

- b. (i) either a certification by an authorized public or private organization certifying that they are qualified to solely undertake construction project with Contract Price equal to or greater than fourteen million one hundred thousand EURO (€14.100.000). Above construction project shall be related to Electrical/Mechanical (E/M) Works.
- (ii) or a certification of the owner or other relevant authority of the country, certifying that they have already solely performed in the last eight (8) years at least one Contract for a construction project with a contract price equal to or greater than fourteen million one hundred thousand EURO (€14.100.000). Above construction project shall be related to Electrical/Mechanical (E/M) Works.

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 fourteen million (€14.000.000) 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 one million four hundred thousand (€1.400.000) 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 Bidder's or in case of a J/V of each member's Contracts (as a Contractor), including Contracts for the Detailed Engineering, Procurement, Construction, Commissioning, Start-up and Operation of High Pressure (inlet pressure above 30 bars) Natural Gas Compressor Stations that have been executed successfully in the last eight (8) years, stating analytically:

- Project title
- Owner/Client with a contact name
- Type of Contract, Contract number, Contract award date
- Brief description of Contract's scope
- Initial and final Contract Price
- Planned and actual completion period
- The participation interest (%) in the J/V (if applicable)

b. List of Bidder's, or in case of a J/V of each of its member's, Contracts 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) at the Bid submission date.

- c. Documents issued by the relevant owner proving that the Bidder has successfully completed (at least up to the mechanical completion stage) solely as a Contractor or as a member of a J/V Contractor with a minimum participation interest of 50% in such J/V, within the last eight (8) years, at least One (1) EPC project concerning Detailed Engineering, Procurement and Construction, of at least one (1) High Pressure Natural Gas Compressor Station, with an inlet operating pressure greater than 30 bar and of a total power of at least 10 MW.

18.1.10 Management System Certificates according to ISO 9001, ISO 14001 and OHSAS 18001, 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

hereabove (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 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 be also 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 (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 and to claim for compensation of damages related to the delays due to such failure of said Bidder and provisions of article 9.5 hereinabove shall apply.

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. TAXES – DUTIES – RETENTIONS - EXCEPTIONS**

19.1 Payments to the CONTRACTOR are subject to retention. In particular the following items are to be borne by CONTRACTOR and must be included in the Lump Sum Price such as the percentage for general expenses, CONTRACTOR'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. CONTRACTOR'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 CONTRACTOR for the WORKS execution.
- e. All duties or mandatory contributions to public authorities or institutions

19.2 It is clarified that only the Value Added Tax (VAT) on the CONTRACTOR'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.

## **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 WORKS. The Bidders shall cover all costs incurred 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 WORKS.

## **25. CLARIFICATION MEETINGS/DESFA'S CLARIFICATION OF BID**

If requested by DESFA, Bidders must be prepared for a formal presentation of their Bid, an interview of the main proposed key personnel involved in the execution of the WORKS 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 such 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.

## **26. BIDDER'S CLARIFICATION REQUESTS**

The Bidder 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

Annex 3: FORM OF STATEMENT

Annex 4: PROJECT'S TECHNICAL EVALUATION CRITERIA

Annex 5: FORM OF PERSONAL DATA STATEMENT

Annex 6: FORM OF SOLEMN DECLARATION