

Notice of open online tender process for the award of the consulting services contract with the title:

"Provision of Consulting Services to EETT with regard to the Notice of an Open International Online Tender for the project: "Satellite Spectrum Monitoring System (SSMS)"

April 2019

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1. CONTRACTING AUTHORITY AND SCOPE OF CONTRACT

1.1 Contracting Authority Details

Corporate Name	NATIONAL TELECOMMUNICATIONS AND POST COMMISSION (EETT)
Mailing address	60 KIFISSIAS AVE.
City	MAROUSSI ATTICA
Postal Code	15125
Country	GREECE
Telephone	0030 210 6151181
Fax	0030 210 6105049
e-mail	info@eett.gr
Contact person	NIKOLAOS KALOGEROPOULOS
Main address (URL)	www.eett.gr

Contracting Authority

The Contracting Authority in this Tender Procedure is the National Telecommunications and Post Commission (EETT), which is the Regulatory Authority on matters related to the provision of network and electronic communications services, related facilities and related services and is responsible for regulating, controlling and supervising the Greek market in electronic communications and the Greek postal services market.

The Contracting Authority, as an independent administrative authority, is a Central Government Authority (CGA), in the sense of Article 2, par. 1, point 2 of Law 4412/2016, as presently in force, and belongs to the Central Government Subsector, in the sense of Article 14 (1)(c) of Law 4270/2014, as presently in force.

The main activity of the Contracting Authority, in accordance with Annex II (Contract Notice), Section I, par. 1.5 of Commission Implementing Regulation (EU) 2015/1986 (L 296): "k) Other activity".

Contact Details

- a) The contract documents are available for unobstructed, full, direct and free online access via the "Ε.Σ.Η.ΔΗ.Σ" portal: www.promitheus.gov.gr
- b) Also, this information is available at the online address of the Contracting Authority:
https://www.eett.gr/opencms/opencms/EETT_EN/NewsReleases/
- c) Tenders must be submitted electronically at: www.promitheus.gov.gr

1.2 Procedure Details

Type of process

The tender process will be conducted in line with the open process of Article 27 of Law 4412/2016, using the platform of the National Electronic Public Procurement System (Ε.Σ.Η.ΔΗ.Σ.).

The tenders are submitted electronically by the candidate economic operators, via the www.promitheus.gov.gr online portal until the final date and time for the submission of tenders set out in this Tender Notice, in the Greek language, in an electronic folder, in accordance with the provisions of Law 4155/2013 (Government Gazette 120/A/2013), Article 15 of Ministerial Decision No. 56902/215/19-05-2017 (Government Gazette B1924/B/02-06-2017) "Technical details and procedures of operation of the National Electronic Public Procurement system (Ε.Σ.Η.ΔΗ.Σ.)", and also Law 4412/2016 shall be applicable, as appropriate.

Economic operators must submit to the Contracting Authority within **three (3) working days** after the electronic submission, in written form and in a sealed envelope, the electronic tender documents, which must be submitted in the form of an original, in accordance with Law 4250/2014. Such documents and supporting documentation include the participation bond, the original documents issued by private bodies and not ratified by a lawyer, as well as the documents bearing the Hague Apostille. Digitally signed documents and supporting documents, Government Gazette issues, technical brochures and any other documents which according to Law 4250/2014 must be accepted by the respective authorities in copies of the originals are not submitted in printed format. The Contracting Authority may request, at any time during the process, that the candidates submit in written form and within a reasonable deadline all or specific documents or supporting documentation which they have submitted electronically, should this be required for the proper conduct of the process.

1.3 Brief description of physical and financial object of the Contract

1.3.1 The scope of this tender process is to select a Contractor to provide consultancy services to EETT during the following phases, up to the conduct of the Open International Online Tender Process for project "Satellite Spectrum Monitoring System".

- Preliminary design and final technical design of the Project;
- The drafting of the technical part of the Notice of the Open International Online Tender for Project "Satellite Spectrum Monitoring System".
- Response to the Public Consultation questions.

Moreover, the Contractor will be called upon to make an independent evaluation of the technical offers by the candidates for Project "Satellite Spectrum Monitoring System".

Finally, the Contractor will provide consulting services during the final design of the SSMS (design freeze) with the selected Contractor of Project "Satellite Spectrum Monitoring System", and the drafting of the acceptance documents jointly with the Monitoring and Acceptance Committee of this Project.

The services provided are classified under the following code number of the Common Procurement Vocabulary (CPV) 72000000-5.

A detailed description of the scope of the Contractor's services and list of Deliverables is provided in **Annex I** to this Notice.

Offers must be submitted only for the full service that is being tendered.

1.3.2 Term

1.3.2.1 The term of the contract to be signed is twenty eight (28) months as of its signing. The schedule for submitting the separate Deliverables of the Project is included in **Annex I** hereto.

1.3.2.2 Irrespective of the overall duration, the Project will not be deemed to be completed if the Contractor's obligations under the contract to be signed have not been fully performed.

1.3.3 Budget

1.3.3.1 The estimated total value of the contract amounts to **eighty thousand euros** (€80,000), plus the corresponding VAT.

1.3.3.2 Where necessary, the Contracting Authority may award the contract with an object increase by up to 30% above the original contractual value, as set out in Article 105 (1) of Law 4412/2016.

1.3.4 Award criterion

The award criterion for the contract will be the most economically advantageous offer based on the best value for money, which is estimated on the basis of criteria linked to the scope of this contract, in accordance with the herein provisions.

1.4 Institutional framework

The award and performance of the contract shall be governed by the applicable laws and the regulatory acts under the authorisation of such laws, as in force, and in particular:

- Law 4412/2016 (Government Gazette 147/A/2016) "*On Public Procurements of Works, Supplies and Services Contracts (adaptation to Directives 2014/24/ EU and 2014/25/EC)*", and in force;
- Law 4070/2012 (Government Gazette 82/A/2012) "*Regulations of Electronic Communications, Transport, Public Works and other provisions*", as in force;
- Law 4354/2015 (Government Gazette 176/A/2015) "*Management of non-performing loans, salary adjustments and other urgent matters for the implementation of the budgetary targets and structural reforms agreement*", as currently in force after amended in particular by Article 13(9) of Law 4463/2017 (Government Gazette 42/A/2017) "*Measures to reduce costs for the installation of high-speed electronic communications – Harmonization of legislation to Directive 2014/61/EU and other provisions*";
- Law 4314/2014 (Government Gazette 265/A/2014) "*A) On the management, control and implementation of development interventions for the 2014–2020 program*"

period, B) Incorporation of Directive 2012/17 of the European Parliament and the Council of 13 June 2012 (OJ L 156/16.6.2012) into Greek law, amendment of Law 3419/2005 (A' 297) and other provisions",

- Law 4270/2014 (Government Gazette 143/A/2014) "*Authorities of fiscal management and supervision (incorporation of Directive 2011/85/EU) – public accounting and other provisions"*, as in force,
- Law 4250/2014 (Government Gazette 74/A/2014) "*Administrative Simplifications - Cancellations, Mergers of Legal Entities and Services of the Public Sector - Amendment of Provisions of P.D. 318/1992 (GG A'161) and other regulations"*, as currently in force, and in particular the provisions of Article 1,
- Paragraph G of Law 4152/2013 (Government Gazette 107/A/2013) "*Adaptation of Greek laws to Directive 2011/7 of 16.2.2011 on combating late payment in commercial transactions"*,
- Law 4013/2011 (Government Gazette 204/A/2011) "*Establishment of Single Independent Public Procurement Authority and Central Electronic Public Procurements Registry – Replacement of sixth chapter of Law 3588/2007 (bankruptcy code) – Consolidation procedure preceding bankruptcy and other provisions"*, as currently in force,
- Law 4155/2013 (Government Gazette 120/A/2013) "*National System of Electronic Public Procurements and other provisions"*, as in force,
- Law 3861/2010 (Government Gazette 112/A/2010) "*Strengthening transparency by the obligatory posting of laws and acts of the governmental, administrative and self-administrative bodies on the internet on "Clarity Program" (Diavgeia) and other provisions"*,
- Law 2859/2000 (Government Gazette 248/A/2000) "*Ratification of Value Added Tax Code"*,
- Law 2690/1999 (Government Gazette 45/A/1999) "*Ratification of Code of Administrative Proceedings and other provisions"*, and in particular Articles 7 and 13 through 15,
- Presidential Decree 28/2015 (Government Gazette 34/A/2015) "*Codification of provisions for access to public documents and information"*,
- Presidential Decree 80/2016 (Government Gazette 145/A/2016) "*Undertaking of obligations by Authorising Officers"*,
- Presidential Decree 39/2017 (Government Gazette 64/A/2017) "*Regulation for the examination of Preliminary Appeals before the Authority for the Examination of Preliminary Appeals"*,
- Presidential Decree 387/2002 (Government Gazette 335/A/2002) "*Internal Structure of the National Telecommunications and Post Commission (EETT), qualifications and method of selection of supervisors and relevant provisions"*
- Decision No. 137675/EYΘY1016/19-12-2018 (Government Gazette 5968/B/31-12-2018) of the Deputy Minister of Economy and Development "*Replacement of*

- Ministerial Decision No. 110427/EYΘY/1020/20.10.2016 (GG B' 3521) titled "Amendment and replacement of Ministerial Decision No. 81986/EYΘY712/31.7.2015 (Government Gazette B' 1822) "National regulations of eligibility of costs for the NSRF 2014-2020 programs - Checks of legality of public contracts of co-funded NSRF 2014-2020 acts by Management Authorities and Intermediary Bodies - Procedure of objections on act evaluation results""*,
- Decision No. Π1/2390/16-10-2013 (Government Gazette 2677/B/2013) of the Minister of Development and Competition *"Technical details and procedures of operation of the National Electronic Public Procurement System (Ε.Σ.Η.ΔΗ.Σ.)"*,
 - Joint Ministerial Decision Π1/2380/18-12-2012 (Government Gazette 3400/B/2012) *Joint Ministerial Decision "Regulation of specific issues relating to the operation and management of the Central Electronic Register for Public Contracts of the Ministry of Development Competitiveness, Infrastructure, Transport and Networks"*,
 - Decision No. 57654/22-05-2017 (Government Gazette 1781/B/2017) of the Minister of Economy and Development *"Regulation of specific issues relating to the operation and management of the Central Electronic Register for Public Contracts (ΚΗΜΔΗΣ) of the Ministry of Economy and Development"*,
 - Decision No. 56902/215/19-05-2017 (Government Gazette 1924/B/2017) of the Minister of Economy and Development *"Technical details and procedures of operation of the National Electronic Public Procurement System (Ε.Σ.Η.ΔΗ.Σ.)"*,
 - Presidential Decree 39/4-05-2017 *"Regulation for the examination of Preliminary Appeals before the Authority for the Examination of Preliminary Appeals"*,
 - Decision No. 1191/14-03-2017 (Government Gazette 969/B/2017) of the Ministers of Justice, Transparency and Human Rights and Finance *"Determination of time, method of calculation of the process for the withholding and payment of the 0.06% withholding in favour of the Preliminary Appeal Examination Authority (Α.Ε.Π.Π.), and of the other details of the implementation of paragraph 3 of Article 350 of Law 4412/2016 (Α' 147)."*
 - Joint Ministerial Decision 62189/2001 *"Regulation for the Economic Management of the EETT"* (Government Gazette 1391/B/2001),
 - EETT Decision no. 237/84/2001 (Government Gazette 1701/B/2001) *"Regulation for the Management of EETT Expenditure and Provision of related Authorisations", as in force.*
 - EETT Decision no. 797/27/2-02-2017 *"Approval of Standardised Forms of Proposals for the Incorporation of Projects in Operational Programme "Competitiveness, Entrepreneurship, Innovation 2014-2020" of the NSRF"*,
 - Decision No. 1575/520A1/13-03-2019 of the Monitoring Committee of Operational Program *"Competitiveness, Entrepreneurship, Innovation 2014-2020"* for the approval, through the 38th Written Process, of the Amendment of the Action Specialisation Sheets and the Methodology & Evaluation Criteria and Selection of Actions in the framework of Investment Priorities 1b, 2a and 2b of Operational Programme *"Competitiveness, Entrepreneurship, Innovation 2014-2020"* and in particular item 3: *"Amendment to Action Specialisation Sheet with code No. 01-2b-*

1.2-10 and title "Development of Infrastructure and Array of Microsatellites for the support of public administration and entrepreneurship through the electronic communications sector".

- The amended Specialisation Sheet of "Action 01-2b-1.2-10 Development of Infrastructure and Array of Microsatellites for the support of public administration and entrepreneurship through the electronic communications sector" and in particular Action 2 thereof on the subject of "Satellite Spectrum Monitoring System (SSMS)".
- Invitation 082 of the Special Secretariat for the Management of Sectoral Operational Programmes of the European Regional Development Fund and the Cohesion Fund with Ref. No. 1712/285/A2/19-03-2019 (A/A ΟΠΣ 2447) and the subject of "SUBMISSION OF PROPOSALS AT THE OPERATIONAL PROGRAMME "Competitiveness Entrepreneurship and Innovation" PRIORITY AXIS: 01 "Development of entrepreneurship with Sectoral Priorities" 01Σ "Development of entrepreneurship with Sectoral priorities (Central Greece, South Aegean)" which is co-funded by the European Fund of Regional Development (EFRD) with title "Satellite Spectrum Monitoring System (SSMS)" [ΑΔΑ No.: ΩΓΜ6465ΧΙ8-ΧΒΡ], and its attachments (ref. no. ΕΕΤΤ: 10445/19-3-19),
- The regulatory acts issued in execution of the above laws, the other provisions expressly referred to or arising from the provisions of the contractual documents hereof, and all the provisions of the insurance, labour, social, environmental and taxation law governing the award and performance of this contract, even if not expressly referred to above.

1.5 Deadline for the receipt of tenders and conduct of tender procedure

The end date for the receipt of tenders is the 13th/09/2019, on (Day) Friday, at (time) 12:00.

The procedure for the electronic opening of the offers will be carried out using the platform of the National Electronic Public Procurement System (Ε.Σ.Η.Δ.Η.Σ.), via the www.promitheus.gov.gr portal of this System, on the **16th/09/2019**, day Monday and time 11:00.

1.6 Publicity

Publication at national level

The notice (summary of this Tender Notice), and the full text of this Notice have been registered on the Central Online Register of Public Contracts (ΚΗΜΔΗΣ).

The full text of this Tender Notice was also registered on the portal of the Ε.Σ.Η.Δ.Η.Σ.: <http://www.promitheus.gov.gr>, where it received System Number: 76833.

Clarifying questions related to the technical requirements and other terms of the Tender Notice, may be submitted by the interested parties electronically only using the platform of the National Electronic Public Procurement System (Ε.Σ.Η.Δ.Η.Σ.), via its portal www.promitheus.gov.gr.

The notice (summary of this Tender Notice) as provided for in Article 2(4)(16) of Law 3861/2010, was posted online, at <http://et.diavgeia.gov.gr/> ("ΔΙΑΥΓΕΙΑ" programme).

The Tender Notice is registered online, on the Contracting Authority's website, at (URL): www.eett.gr.

1.7 Principles applicable to the award procedure

Economic operators commit to:

- a) comply with and to comply during performance of the contract, if selected, with their obligations arising from the provisions of the environmental, social insurance and labour legislation, established in accordance with EU Law, Greek law, collective agreements or international provisions of environment, social and labour law, which are listed in Annex X of Appendix A of Law 4412/2016. Compliance with these obligations is checked and certified by the bodies that supervise public procurement execution and the competent public authorities and services that act within the limits of their responsibility and competence,
- b) not act in an unfair, illegal or abusive manner throughout the award procedure or during the contract performance stage, if selected,
- c) take the necessary measures to protect the confidentiality of the information which have been classified as confidential.

2. GENERAL AND SPECIAL TERMS AND CONDITIONS OF PARTICIPATION

2.1 General information

2.1.1 Contract documents

The documents of this award procedure are:

- This Tender Notice with the Annexes which are an integral part hereof,
- The Standard Solemn Declaration Form [TEYΔ (SSDF)],
- Any supplementary information provided in the context of this procedure, especially in relation to the specifications and the relevant supporting documents,
- The draft of the contract with its Annexes, which constitute an integral part thereof.

2.1.2 Communication - Access to contract documents

All communication related to the main information of the contract award procedure, and all information exchanges, and especially online submission, shall be carried out using the platform of the National Electronic Public Procurement System (Ε.Σ.Η.Δ.Η.Σ.), via its www.promitheus.gov.gr portal.

2.1.3 Provision of Clarifications

The relevant requests for clarifications or information are submitted online at the website of this tender, via , the portal of the Ε.Σ.Η.Δ.Η.Σ., a maximum of ten (10) days prior to the end date for submission of tenders, and replies shall be respectively provided on the tender website via the www.promitheus.gov.gr portal of the Ε.Σ.Η.Δ.Η.Σ. up to six (6) days prior to the end date for receipt of the tenders. Requests for provision of supplementary information - clarifications are submitted by economic operators that are registered on the system, i.e. those in possession of the relevant credentials that have been granted to them (username and password), and the electronic

file with the text of the questions must be digitally signed. Requests for the provision of clarifications or information that are submitted late, or using a different method, or if the electronic file accompanying them is not digitally signed, will not be considered.

The Contracting Authority may extend the deadline for receipt of the tenders, in order to allow all interested economic operators to receive all the necessary information for drawing up their tenders, in the following cases:

- a) when, for any reason, despite an economic operator requesting additional information in a timely manner, this were not provided six (6) days at the latest before the deadline set for receipt of the tenders,
- b) when significant changes are made to the contract documents.

The duration of the extension shall be proportional to the significance of the information or changes.

When the additional information had not been requested in a timely manner or if it is not vital for the preparation of appropriate tenders, it will not be necessary to extend the deadlines.

2.1.4 Language

The contract documents have been drawn up in Greek, while certain technical definitions and terms have been drawn up in English.

Any objections or preliminary appeals should be submitted in Greek.

The tenders and the documents and information contained in them shall be drawn up in Greek or are accompanied by an official translation into Greek. The Hague Convention of 5 October 1961, ratified in Greece by Law 1497/1984 (Government Gazette 188/A) applies to foreign public documents and supporting documentation. More specifically, foreign private documents are accompanied by a translation into Greek ratified either by a person with such competence in accordance with the provisions of Greek legislation or a person with such competence according to the laws of the country where the document was drawn up.

More specifically, all public documents concerning foreign economic operators to be submitted by the tenderers in this process, must be legally ratified and these documents may be translated by the translation service of the Ministry of Foreign Affairs or by the competent consulate, or an attorney according to Articles 454 of the Code of Civil Procedure and 53 of the Code on Attorneys, or by a certified translator of the country of origin, if such a service exists in that country. Any public document and supporting documentation related to a foreign business in the form of a ratified photocopy either of the document legally ratified by the Consulate of the tenderers country, or from the original document with the "Apostille" stamp according to the Hague Convention of 5 October 1961, is respectively allowed. Such ratification must be made by a lawyer according to Articles 454 of the Hellenic Code of Civil Procedure and 53 of the Lawyers' Code.

Information and technical brochures and other - corporate or other - documents with a specialised technical content may be submitted in English without their Greek translation.

Any form of communication with the Contracting Authority must be in the Greek language.

2.1.5 Letters of guarantee/ bonds

The guarantee letters / bonds outlined in paragraphs 2.2.2 and 4.1 hereof are issued by credit institutions legally operating in the Member States of the European Union or the European Economic Area or the Member States of the GPA, which possess this right in accordance with the applicable provisions. They may also be issued by the Single Fund of the Independently Employed (E.T.A.A.) - Engineers and Public Works Contractors' Pension Fund (T.Σ.M.E.Δ.E.) or be provided with a note of the Deposits and Loans Fund with deposit of the corresponding amount to it. If a deposit is established with a securities deposit note at the Deposits and Loans Fund, the coupons or dividends expiring during the guarantee shall be returned following their expiry, to the economic operator in whose favour the guarantee is issued.

The letters of guarantee are issued by one or more issuers of the previous paragraph of the economic operator's choice.

These guarantees shall include at minimum the following information: a) the date of issue, b) the issuer, c) the Contracting Authority to which they are addressed, d) the number of the guarantee, e) the amount covered by the guarantee, f) the full corporate name, the TIN and the address of the economic operator in whose favour the guarantee is issued (in the case of a grouping all the above information for each member of the grouping), g) the conditions that: aa) the guarantee is provided irrevocably and unreservedly, and the issuer waives the right of division, and bb) in the event of forfeiture, the amount of the forfeiture shall be subject to the existing stamp duty, h) the information of the relevant Notice and the end date for the submission of tenders, i) the date of expiry or the effective date of the guarantee, j) the assumption of the obligation by the issuers of the guarantee to pay the amount of the guarantee in whole or in part within five (5) days after simple written notice of the party it is addressed to and k) in the case of performance bonds and advance payment bonds, the number and title of the relevant contract.

Templates of the guarantee letters / bonds are given in **Annex V** hereof.

The Contracting Authority communicates with the issuers of the guarantee letters / bonds to ascertain their validity.

2.2 Eligibility - Quality Selection Criteria

2.2.1 Eligible for participation

1. Eligible to participate in the award procedure of this contract are natural or legal entities, and in case of groupings of economic operators, the members therein, which are established in:

- a) a Member State of the EU,
- b) a Member State of the European Economic Area (EEA),
- c) third countries that have signed and ratified the GPA, to the extent that the public contract to be awarded is covered by Annexes 1, 2, 4 and 5 and the general notes of Annex I of the above Agreement, related to the EU, and
- d) third countries that do not fall under point (c) of this paragraph and have concluded bilateral or multilateral agreements with the EU on matters of public contract award procedures.

2. Groupings of economic operators, including temporary joint ventures, are not required to take on a specific legal form for submission of a tender.

An economic operator cannot participate in more than one tenders in this Tender Procedure, at penalty of exclusion.

3. The Contractor of this tender cannot participate itself as a candidate or be connected under any legal form with the candidate economic operators that will participate in the Project tender: "Satellite Spectrum Monitoring System (SSMS)"

4. Where a tender is submitted by a grouping of economic operators all members shall be jointly and severally liable to the Contracting Authority. If the Contractor is a grouping and during the performance of the contract any of its members, due to incapability for any reason ^{or} due to force majeure, cannot meet its obligations, the other members continue to be liable to complete the contract on the same terms and conditions. The decision about the capability of meeting or not the terms of the contract is within the discretion of the Contracting Authority. Otherwise, the Contracting Authority must terminate the agreement

2.2.2 Participation bond

2.2.2.1 In order to validly participate in the award procedure for this contract, the participating economic operators (tenderers) must submit a participation bond of 2% of the estimated value of the contract, net of VAT, i.e. the amount of **one thousand and six hundred euros (€ 1,600.00)**.

In the case of a grouping of economic operators, the participation bond shall include the term that the bond covers the obligations of all economic operators participating in the grouping.

The participation bond must be effective for at least thirty (30) days after expiry of the term of effect of the tender of par. 2.4.5 hereof, otherwise the tender shall be rejected. The Contracting Authority may ask the tenderer to extend, before their expiry, the term of effect of the tender and the participation bond.

2.2.2.2 The participation bond shall be returned to the Contractor upon submission of the performance bond.

The participation bond shall be returned to the other tenderers in accordance with the provisions of Article 72 of Law 4412/2016.

2.2.2.3 The participation bond shall be forfeited when the tenderer withdraws its tender during its effective term, provides false documents or information referred to in par. 2.2.3 through 2.2.6 hereof, fails to submit, in a timely manner, the supporting documentation provided for herein or fails to attend the signing of the contract in a timely manner.

2.2.3 Grounds for exclusion

A tenderer economic operator shall be excluded from participation in this contract award procedure (tender process) if one or more of the grounds set out in paragraphs 2.2.3.1, 2.2.3.2, 2.2.3.3 and 2.2.3.4 apply to its person (if a separate natural or legal entity) or to one of its members (if a grouping of economic operators).

2.2.3.1 When there is an irrevocable criminal conviction against the candidate for one of the following reasons:

a) participation in a criminal organization, as defined in Article 2 of the Council Framework Decision 2008/841/JHA of 24 October 2008 on the fight against organised crime (OJ L 300 of 11.11.2008 p. 42),

b) bribery, 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 of 25.6.1997, p. 1) and in paragraph 1 of Article 2 of the Council Framework Decision 2003/568/JHA of 22 July 2003, on combating corruption in the private sector (OJ L 192 of 31.7.2003, p. 54), and as defined in the applicable legislation or the national law of the economic operator,

c) fraud, in the sense of Article 1 of the Convention on the protection of the European Communities' financial interests (OJ C 316 of 27.11.1995, p. 48), which was ratified with Law 2803/2000 (GG A 48),

d) terrorist crimes or offences connected to terrorist activities, as defined, respectively in Articles 1 and 3 of the Council Framework Decision 2002/475/JHA of 13 June 2002, on combating terrorism (OJ L 164 of 22.6.2002, p. 3) or instigation or abetting or attempt to commit a crime, as defined in Article 4 thereof,

e) money laundering or the financing of terrorism, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and 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 of 25.11.2005, σ. 15), which was incorporated into Greek legislation with Law 3691/2008 (GG A' 166),

f) child labour and other forms of trafficking in human beings, as defined in Article 2 of Directive 2011/36/EC of the European Parliament and 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 of 15.4.2011, p. 1), which was incorporated in the national legislation with Law. 4198/2013 (GG A' 215).

The economic operator shall also be excluded when the person against whom any final criminal conviction has been issued is a member of its administrative, managerial, or supervisory body, or possesses powers of representation, decision-making or control therein.

In the cases of limited liability companies (LTDs) and personal companies (General Partnership and Limited Partnerships) and Private Companies, the obligation of the previous paragraph applies at minimum to the managers.

In the cases of societies anonymes (S.A.), the obligation of the previous paragraph applies at minimum to the CEO and all members of the Board of Directors.

In the cases of cooperatives, the obligation of the previous section applies to members of the Board of Directors.

In all the other cases of legal persons, the obligation of the previous sections relates to their legal representatives.

If in the above points (a) through (f) the exclusion period has not been set with a final judgement, this shall be five (5) years from the date of conviction by a final judgement.

2.2.3.2 In the following cases:

a) when the tenderer has breached its obligations with regard to the payment of taxes or social security contributions and this has been ascertained by a legal or administrative decision with a final and binding force, in accordance with the provisions of the country where it is established or the national laws and/or

b) when the Contracting Authority can prove using appropriate means that it has breached its obligations with regard to the payment of taxes or social security contributions.

If the tenderer is a Greek citizen or has its establishment in Greece, its obligations related to social security contributions cover both main and auxiliary insurance.

When the tenderer economic operator has fulfilled its obligations either by paying taxes or social security contributions due, including, where applicable, the accrued interest or penalties, or has entered into a legally binding arrangement for their payment

and/or

c) when the Contracting Authority knows or can prove with the appropriate means that within two (2) years before the expiry date of the deadline for the submission of an offer, any of the following have been imposed against the economic operator: aa) three (3) acts of fine imposition by the competent inspection bodies of the Labour Inspectorate for violations of the labour legislation, which are characterised, according to the Ministerial Decision 2063/Δ1632/2011 (GG B' 266), as in force each time, as "high" or "very high" severity, which arise cumulatively from three (3) inspections carried out, or bb) two (2) acts of fine imposition by the competent inspection bodies of the Labour Inspectorate, for violations of the labour legislation related to undeclared work, which arise cumulatively from two (2) inspections carried out. Sanctions (aa) and (bb) must have acquired final and binding power.

2.2.3.3 A tenderer economic operator is excluded from participation in the award process of this contract in any of the following situations:

(a) If it has breached the obligations provided for in par. 18 (2) of Law 4412/2016;

(b) if it is in bankruptcy or subject to consolidation or special liquidation, or under administration by a liquidator or by the court, or subject to arrangement proceedings, or has suspended business activities or is in any other similar situation arising from a similar procedure, provided for in national provisions of the law. The Contracting Authority may not exclude an economic operator which is in one of the situations referred to in this case, on condition that it demonstrates that this operator is capable of performing the contract, taking into consideration the applicable provisions and the measures for the continuation of its business operation,

(c) there are adequately reasonable indications leading to the conclusion that the economic operator entered into agreements with other economic operators, aimed at distorting competition,

(d) if a conflict of interest situation, in the sense of Article 24 of Law 4412/2016 cannot be remedied effectively by other, less intrusive means,

(e) if a competition distortion situation from the economic operator's prior participation during the preparation of the contract award procedures, according to the specifications of Article 48 of Law 4412/2016 cannot be remedied by other, less intrusive means,

(f) if it has demonstrated serious or repeated breaches in the execution of the essential duties under a previous public contract, a previous contract with a contracting entity, or

a previous concession contract, resulting in early termination of the previous contract, compensation, or other similar penalties,

(g) if it has been found guilty of serious misrepresentation in providing the necessary information for verification of the absence of grounds for exclusion or fulfilment of selection criteria, has concealed such information, or is not able to provide the supporting documents required in implementation of Article 2.2.7.2 hereof,

(h) if it attempted to unduly influence the decision making process of the contracting authority or contracting entity, to obtain confidential information that may confer upon its undue advantages in the procurement process or to negligently provide misleading information that may have a material influence on decisions concerning exclusion, selection or award,

(i) if the Contracting Authority can prove by appropriate means that it is guilty of serious professional misconduct, which raises doubt as to its integrity.

(j) If during the past twelve (12) months before expiry of the deadline for submission of the tenders of this Tender Process, it is linked in any contractual or other relationship with natural and/or legal entities which are manufacturers, suppliers (*of software and/or hardware*) or integrators of Spectrum Monitoring Systems or with natural and/or legal entities linked to them.

If in the above points (a) through (h) the exclusion period has not be set with a final judgement, this shall be three (3) years from the date of the relevant incident.

The Contracting Authority may not exclude an economic operator, which is in one of the situations of point (b) of paragraph 2.2.3.3 hereof, on condition that this operator is proven to be capable of performing the contract, taking into consideration the applicable provisions and the measures for the continuation of its business operation.

2.2.3.4 The tenderer shall be excluded at any point in time during the procedure for the award of this contract, when it is proven to fall under one of the above cases, due to its acts or omissions, either before or during the procedure.

2.2.3.5 A tenderer economic operator that falls under one of the situations referred to in paragraphs 2.2.3.1, 2.2.3.2 c) and 2.2.3.3 may submit evidence to demonstrate that the measures it has taken are adequate for demonstrating its reliability, despite the existence of a related ground for exclusion (self-cleansing). If the evidence is deemed adequate, this economic operator shall not be excluded from the contract award procedure. The measures taken by the economic operators are assessed in relation to the gravity and the special circumstances of the criminal offence or misdemeanour. If the measures are found to be inadequate, the reasoning of such decision is disclosed to the economic operator. An excluded economic operator, in accordance with the applicable provisions, by a final judgement at national level, from participating in procedures for the award of contracts or award of concessions, cannot make use of this capability during the exclusion period set out in such decision.

2.2.3.6 The decision on ascertaining the adequacy or lack thereof of the restorative measures according to the previous paragraph is issued in accordance with the provisions of paragraphs 8 and 9 of Article 73 of Law 4412/2016.

2.2.3.7 An economic operator, to which the penalty of exclusion has been imposed through the joint ministerial decision of Article 74 of Law 4412/2016, shall also be automatically excluded from this contract award procedure.

2.2.4 Economic and financial capacity

As regards the economic and financial capacity for this contract awarding procedure, as minimum condition for participation in the Tender, the candidate economic operators must possess a financial capacity proportionate to the requirements dictated by the size, quality, and complexity of the service tendered. More specifically, economic operators must have a proven annual turnover amounting to at least **sixty thousand euros (€ 60,000.00)** for the three (3) most recent financial years, in conjunction with the date of establishment of the candidate economic operator or commencement of its activities.

Filled in by the candidates respectively Paragraph A of Part IV of the ΤΕΥΔ (SSDF).

2.2.5 Technical and professional capacity

As regards the technical and professional capacity for this contract award procedure, as minimum condition for participating in the tender the candidate economic operators must provide suitably documented and proven professional experience in the implementation of projects relevant to the project to be awarded, as reflected in Paragraph B of Part IV of the Standard Solemn Declaration Form ("Technical and professional capacity").

More specifically, the candidates (or in the case of a grouping of economic operators, at least one member thereof) must have properly completed, in a timely manner, at least one (1) similar project within the past five (5) years prior to the Tender.

A similar project is defined as any project that meets the following conditions, namely:

a) having as its scope the provision of consulting services for the design and implementation of a Satellite Communications Spectrum Monitoring System or Ground satellite station for satellite communications networks, as detailed in the Selection Criteria in paragraph 2.3.1.3 hereof.

b) having a budget amounting to at least 50% of the budget for this project (excluding VAT) and

c) has been completed within the last three (3) years prior to the conduct of the Tender. Date of completion is defined as the date of acknowledgement of delivery of the project.

In the event that the candidate has taken on or intends to take on, if declared Contractor, the form of a joint venture, then it is required, and also sufficient, for one of the consortium members – who shall participate in the consortium at rate of at least twenty-five percent (25%) – to possess the required experience, .

Change in any manner in the line-up of the entities comprising the grouping of entities or joint venture, etc., which took part in the Tender Procedure and submitted a tender shall equate with deliberate withdrawal by the candidate of its tender and disqualification from further participation in the Tender Procedure. In that case the participation bond is forfeited, whereas claims for restitution of the losses the Contracting Authority may suffer from change in the line-up of the candidate cannot be precluded.

2.2.6 Third party capacity

As regards the criteria of economic and financial capacity (of par. 2.2.4 hereof), and technical and professional capacity (of par. 2.2.5 hereof), economic operators may rely on the capacities of other bodies, irrespectively of the legal nature of their ties to them. In this case, they shall demonstrate that they will have available the necessary resources, by submitting the relevant commitment of the bodies whose capacity they rely on.

More specifically, as regards the professional capacity criteria related to the academic and professional qualifications set out in point (f) of Part II of Annex XII of Appendix A of Law 4412/2016, or with the related professional experience, economic operators may rely on the capacities of other bodies, only when the latter will perform the works or services for which these capacities are required.

When economic operators rely on the capacities of other operators with regard to the criteria related to the economic and financial capacity required by the Tender Notice, these economic operators and the ones they rely on shall be jointly responsible for performance of the contract.

On the same conditions, groupings of economic operators may rely on the capacities of the participants in the grouping or other operators.

2.2.7 Quality selection rules of evidence

2.2.7.1 Preliminary evidence during submission of tenders

As preliminary evidence that the tenderer economic operators:

- a) are not in one of the conditions of par. 2.2.3 hereof, and
- b) meet the relevant selection criteria of par. 2.2.4 and 2.2.5 hereof,

furnish upon submission of their tender, as participation document the Standard Solemn Declaration Form [TEYΔ (SSDF)] set out in Article 79 par. (4) of Law 4412/2016, according to the attached hereto **Annex III**, which is an updated solemn declaration with the consequences of Law 1599/1986.

The TEYΔ (SSDF) must be drawn up based on the standardised form of Annex A of Decision 158/2016 of the Hellenic Single Public Procurement Authority - HSPPA and is filled in by the tenderers/economic operators in accordance with the instructions of Directive 15/2016 (ΑΔΑ No.: ΩΧΟΓΟΕΤΒ-ΑΚΗ). The TEYΔ (SSDF) is posted in editable form on the website of the HSPPA (www.eadhsy.gr) and (www.hsppa.gr).

In all cases where more than one natural persons are members of the administrative, managerial or supervisory body of an economic operator or possess power of representation, decision-making or supervision in it, a Standard Solemn Declaration Form [TEYΔ (SSDF)] shall be submitted, which may be signed only by the economic operator's representative in each case, as preliminary evidence of the grounds for exclusion of par. 2.2.3.1 hereof for all the natural persons which are members of its administrative, managerial, or supervisory body or possess powers of representation, decision-making or supervision in the it.

The representative of the economic operator shall mean its legal representative, as arises from the Articles of Association or Minutes of representation at the time of submission of the tender, or the natural person appropriately authorised for representing the economic operator in contract award procedures or in a specific contract award procedure.

When a tender is submitted by a grouping of economic operators, the Standard Solemn Declaration Form [TEYΔ (SSDF)] shall be submitted by each member of the grouping separately.

When the economic operator relies on the capacities of other operators, according to paragraph 2.2.6 hereof, the TEYΔ (SSDF) must also contain the information described above in relation to these operators.

Where third-party capacity is invoked, the third economic operator must submit its own separate TEYΔ (SSDF) during the tender submission stage.

Provided that the tenderer mentions in its tender the part of the contract which it intends to assign in the form of a subcontract to a third party, and this part exceeds 30% of the total value of the contract, the Contracting Authority must verify whether the grounds for exclusion apply, in accordance with par. 2.2.3 hereof, also to the subcontractors.

In any event, the subcontractor must submit its own separate TEYΔ (SSDF) during the tender submission stage.

2.2.7.2 Evidence

A. The right of participation of the economic operators and the terms and conditions of their participation, as set out in par. 2.2.1 through 2.2.6 hereof, are reviewed during submission of the tender, submission of the supporting documents hereof and during conclusion of the contract in the cases of Article 105 (3)(c) of Law 4412/2016.

If the special provisions that govern their issue do not provide for a period of effect of the supporting documents, they are considered valid, provided that they bear a publication date within the month prior to the date of submission of the supporting documents of the call. Any affidavits that may be submitted to replace supporting documents, must also bear a date within the three (3) months prior to their submission, whereas any solemn declarations must have been drawn up after the announcement of the call for submission of supporting documents.

Where a tenderer economic operator or grouping thereof is supported by the capacities of other operators, in accordance with par. 2.2.6 hereof, the operators supporting it with their capacity must submit the supporting documents that prove that the grounds of exclusion of par. 2.2.3 do not apply to them and that they meet the relevant selection criteria of each case (par. 2.2.4-2.2.6 hereof).

The economic operator must replace any operator that supports it with its capacity, when the latter fails to meet the relevant selection criteria or when the grounds of exclusion outlined in paragraphs 2.2.3.1, 2.2.3.2 and 2.2.3.3 hereof apply to it.

Economic operators are not required to submit supporting documents or other evidence, if and to the extent that the Contracting Authority is able to obtain the certificates or relevant information directly via access to a national database in any Member State of the EU, which is available free of charge, such as national procurement registry, virtual company file, document storage electronic system or prequalification system. The statement for access to a national database is included in the TEYΔ (SSDF) of Article 79 par. (4) of Law 4412/2016.

Economic operators are not required to submit supporting documents, when the Contracting Authority that has awarded the contract is already in possession of the above supporting documents which continue to be effective.

B.1 As evidence that the grounds for exclusion of par. 2.2.3 hereof do not apply, the tenderers-economic operators must respectively submit the following supporting documents:

a) with regard to **par. 2.2.3.1** hereof, an excerpt of the criminal record (issued within the three months prior to its submission), or in the absence thereof, an equivalent document issued by a competent judicial or administrative authority of the Member

State or the country of origin or the country where the economic operator is established, whereby it arises that it has not been sentenced by irrevocable court decision for any of the offences (a through f).

The obligation to submit this excerpt applies also to members of the administrative, managerial or supervisory body of an economic operator or possess power of representation, decision-making or supervision in it, according to the provisions of the above par. 2.2.3.1 hereof.

Please note, that in the event that the criminal record excerpt includes convictions, the participants must attach the conviction decisions to it, electronically in the form of a PDF file.

b) with regard to **par. 2.2.3.2** points a) and b) hereof, certificates issued by the competent authority in each case, whereby it arises that at the time of their submission, the tenderer is up-to-date with regard to obligations related to social security contributions (main and subsidiary) and with regard to its tax obligations and a solemn declaration of the provisional Contractor regarding social insurance organisations - main and subsidiary - to which it must pay contributions. It is clarified that the social insurance certificate will pertain to everyone employed under any employment relationship at the tenderer's business and not just those insured with IKA.

c) with regard to **point b of par. 2.2.3.3** hereof, a certificate by a competent judicial or administrative authority, issued in the last quarter before its submission, whereby it arises that the tenderer is not bankrupt and that it is not in a procedure of being declared in bankruptcy or subject to consolidation or special liquidation, or under administration by a liquidator or by the court, or subject to arrangement proceedings, or has suspended business activities or is in any other similar situation arising from a similar procedure, provided for in national provisions of the law.

More specifically, with regard to economic operators established in Greece, the certificates that they are not bankrupt, have not entered arrangement proceedings or are under administration or that they are not subject to consolidation, are issued by the competent court of first instance of the registered seat of the economic operator. The certificate that the legal person was not placed under liquidation by a court decision is issued by the relevant First-instance Court of the registered seat of the economic operator, and the certificate that it was not placed under liquidation by a decision of the partners is issued by the GEMI, in accordance with the applicable provisions, as in force each time. Natural persons (Personal Enterprises) are not required to submit a certificate on being placed under liquidation. Non-suspension of the business activities of the economic operator, for economic operators established in Greece, is demonstrated via the electronic platform of the Independent Authority for Public Revenue.

If the Member State or country concerned does not issue such a document or certificate to meet the conditions of par. a), b) and c) of this chapter B.1 or where the document or certificate does not cover all the cases referred to in paragraphs 2.2.3.1, 2.2.3.2 (a) and (b) and in point (b) of par. 2.2.3.3 hereof, the document or certificate may be substituted with a sworn declaration or, in Member States or countries where no provision exists for sworn declarations, with a solemn statement on the part of the interested party before a judicial or administrative authority, notary, or competent professional or trade organisation in the Member State or country of origin, or the country in which the economic operator is established.

The competent public authorities provide, where deemed necessary, an official statement that the documents or certificates of this paragraph are not issued, or that these documents do not cover all the cases referred to in par. 2.2.3.1, 2.2.3.2 (a) and (b) and in point (b) of par. 2.2.3.3 hereof.

If it is ascertained in any manner that the certificates at issue are issued in this country, the candidate's tender is rejected.

For the **other cases of par. 2.2.3.3 hereof**, a solemn statement of the tenderer economic operator before a competent judicial or administrative authority, a notary or a competent professional or trade body of the Member State or the country of origin or country of establishment that the grounds for exclusion set out in the paragraph are not applicable to their person.

c) with regard to the **cases of par. 2.2.3.2c** hereof, a certificate from the Department of Programming and Coordination of the Labour Relations Inspectorate, issued within the three months before its submission, including any fines imposed against the economic operators during a two (2) year period before the date of expiry of the end date for submission of the tender. In the case where the issue of such a certificate is not possible, it is replaced by a solemn statement of the candidate economic operator, without requiring a solemn statement from the Labour Inspectorate (SEPE) regarding the issue of the certificate.

d) with regard to **par. 2.2.3.7** hereof, a solemn statement of the tenderer economic operator before a competent judicial or administrative authority, a notary or a competent professional or trade body of the Member State or the country of origin or country of establishment that no decision of exclusion has been issued against it, in accordance with Article 74 of Law 4412/2016.

As regards the cancellation of the obligation to submit original or ratified copies of documents in public contract tender procedures, the following are clarified:

1. Simple copies of public documents:

Clearly legible photocopies of the original or exact copies of public documents, issued by the services and agencies of point (a) of par. 2 of Article 1 of Law 4250/2014 must be accepted. Please note that this regulation does not apply to notarial documents (e.g. powers of attorney, sworn declarations, etc.), for which the obligation to submit ratified copies continues to exist.

2. Simple copies of foreign public documents:

Also accepted are clearly legible photocopies of document copies issued by foreign authorities, on condition that they are legally ratified by the competent authority of that country and have been ratified by a lawyer, in accordance with the provisions of Article 36(2)(b) of the Lawyers' Code (Law 4194/2013). Please note that the requirements for submission of public documents with an APOSTILLE, which arise from international conventions of the country (Hague Convention) or other inter-state agreements are not affected and continue to apply.

3. Simple copies of private documents:

Clearly legible photocopies of private document copies which have been ratified by a lawyer, in accordance with the provisions of Article 36(2) of the Lawyers' Code (Law 4194/2013) must be accepted, as well as clearly legible photocopies of the originals of

any private documents validated by services and agencies of point (a) of Article 1(2) of Law 4250/2014.

4. Original documents and ratified copies.

Original or legally ratified copies of the supporting documents must also be accepted, provided they are submitted by the candidates.

Finally, please note that solemn declarations are also submitted electronically in the form of a pdf file. When signed by the tenderer themselves they bear their electronic signature and no relevant validation is required. After that they must be submitted in printed format to the Service carrying out the tender process within three (3) working days from their electronic submission, inside sealed envelopes with the information of the tender procedure and the indication «ΝΑ ΜΗΝ ΑΠΟΣΦΡΑΓΙΣΘΟΥΝ» ("do not open").

B.2 As evidence of the economic and financial capacity of **par. 2.2.4** hereof, economic operators must submit the following supporting documents:

- Copies or excerpts of the balance sheets of the three (3) previous fiscal years (2015, 2016, 2017), in the case where the publication of balance sheets is required in accordance with the corporate laws of the country where the economic operator is established (or in case of a grouping, of its members).

In the case of economic operators who have been in operation for a shorter period of time, excerpts of financial statements are submitted, according to the aforementioned, for this period of time.

- In case of a candidate which does not have legal obligation to publish financial statements, a solemn statement on the total amount of the turnover of the economic operator (or the members of the grouping) for the three (3) last fiscal years, correlated to the date of establishment of the economic operator or start of its activities, as well as Bank Statements where the creditworthiness of the economic operator (or members of the grouping) will be stated.

If the economic operator is not able, for a justified reason, to submit these supporting documents, it may prove its economic and financial capacity using any other appropriate document.

B.3 As evidence of the capacity of **par. 2.2.5.1** hereof, economic operators submit a certificate by the relevant professional or commercial registry of the country of establishment, which must be issued up to thirty (30) business days before its submission. Economic operators established in a member state of the European Union submit a certificate by the corresponding professional or commercial registry of Annex XI of Appendix A of Law 4412/2016, as in force which certifies both their registration in it and their specific profession. If a country does not maintain such a registry, the document or certificate may be replaced by an affidavit, or, in member states or countries where there is no provision for an affidavit, by a solemn statement of the interested party before a competent judicial or administrative authority, notary public or the competent professional or commercial organisation of the country of origin or country where the economic operator is established, that no such registry is maintained

and that it exercises the activity that is required for the performance of the subject of the contract to be awarded.

B.4 As evidence of the technical capacity of **par. 2.2.5** hereof, economic operators submit a description of the services which they have provided establishing their experience in the subject of the project, and in particular the execution of at least one similar consulting services project.

Considering that the above will serve as basic elements for the evaluation of the candidate, the relevant information must be as detailed and comprehensive as possible.

More specifically, the following information must be submitted, as evidence of the technical capacity:

B.4.1 Number of persons employed by the candidate's company, degrees and professional titles, whether it collaborates with freelancers, etc.

B.4.2 A reference to the portion of the contract which the candidate may intend to potentially subcontract to specific third parties (natural or legal persons) and documents evidencing this cooperation on their part.

B.4.3 List of projects which the candidate performed or in which it participated as a member of a grouping over the past three (3) years, which are relevant to the scope of the contract, according to the provisions of par. 2.2.5 hereof.

The project list must have the following form:

No.	CLIENT - COUNTRY (Public/ Private sector)	OBJECT OF CONTRACT	EFFECTIVE TERM OF CONTRACT (From - To)	CONTRACT VALUE (in €)	DESCRIPTION OF OBJECT/PARTICIPATION PERCENTAGE (in case of a grouping)	ACCOMPANYING DOCUMENTATION (type/date)
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B.4.4 Provisions of services are proven as follows:

- If the recipient is a public entity, the evidence submitted is a certificate drawn up or validated by the competent public authority.
- If the recipient belongs to the private entity, the evidence submitted is a certificate drawn up by the private entity, or a simple solemn statement of the candidate Contractor. If it participated with other parties in the implementation of certain projects, it must declare its percentage of participation in them.
- By submitting recommendation letters from project owners, describing in detail the role of the candidate economic operator.

Please note that the description of the projects must clarify/explain the relationship of the projects with this project. Simple reference to the titles of the projects is not sufficient.

- Detailed description of one (1) at least of the above projects, which is similar to the scope of the project for which the tender is submitted, and which has been successfully completed by the candidate.

The candidate may submit, in addition to the above information, any other documentation of their professional capacity, to promptly and efficiently provide the service in question.

B.5 To prove its legal incorporation and representation, in the cases where the economic operator is a legal person it shall submit the legalizing documents of incorporation and representation (such as articles of association, certificates of changes, corresponding Government Gazette Issues, establishment of BoD, in the case of S.A., etc., depending on the legal form of the tenderer). The above documents must evidence its legal incorporation, all the relevant amendments to the articles of association, the person(s) legally binding the company on the date of the tender procedure (legal representative, right of signature, etc.), any third parties granted power of representation, and the term in office of the member(s) of the administration body/legal representative.

B.6 Groupings of economic operators submitting a joint tender, submit the above supporting documents, as applicable, for each economic operator participation in the grouping, in accordance with the provisions of Article 19 par. (2) of Law 4412/2016.

B.7 In the case where an economic operator wishes rely on the capacities of other operators, in accordance with par. 2.2.6 hereof, as evidence that it will have the necessary resources available, it shall submit in particular a relevant written commitment by these operators to this end.

B.8 In the case where a grouping/consortium is selected, which does not have any particular legal form, before the signing of the contract it must take on the form of a consortium in accordance with the Code of Books and Records, established by a notarial document, or in the form of a commercial law company, established according to the provisions of commercial law, if deemed necessary by the Contracting Authority.

2.3 Award Criteria

2.3.1 Award criterion

2.3.1.1 Criterion for the awarding of the contract is the most economically advantageous tender based on optimum value for money, calculated based on a weighting factor both for its technical and its financial offer.

The goal of the Contracting Authority is to select a Contractor through this tender procedure, which shall not only be capable of performing its project, but also adequately prepared to start the project implementation works immediately after the award of the contract and suitably organised and with the appropriate Project Team to complete it, in faithful implementation of the contract as a whole.

For this reason, candidates, through the completeness and quality of their Technical Offer information, must demonstrate on the one hand that they have the knowledge and

experience required for execution of the contract, and on the other hand that they are fully prepared for immediate action and that they have the necessary staff and organisation available for this project.

2.3.1.2 For the selection of the most advantageous offer, the Tender Procedure Committee, will carry out the following:

- Evaluation and scoring of the Technical Offers for those tenders not rejected during the inspection and evaluation of the supporting documents and minimum conditions for participation;
- Evaluation of Financial Offers for those tenders not rejected during a previous stage of the evaluation;
- Ranking of offers for the final selection of the most advantageous offer based on formula (2) of par. 2.3.2.4 hereof.

2.3.1.3 The evaluation and scoring of the Technical Offers will be based on the following groups of criteria:

	EVALUATION CRITERIA	Weighting Factor (%)	Technical specifications (Annex II)
1.	<u>Technical capacity</u>	60%	
1.1	<p>Composition and Experience of Project Team members in Definition of specifications and system development:</p> <p>a) national satellite communications spectrum monitoring system (SSMS) and its interface with the relevant national spectrum management system,</p> <p>or</p> <p>b) Ground satellite station for satellite communications networks,</p> <p>or</p> <p>c) Edit/evaluation of tenders, installation and functional tests of the aforementioned systems.</p> <p>Experience in more than one of the above is desirable</p>	80%	A1
1.2	<p>Participation in international fora for systems and methods of spectrum monitoring, preferably in SSMS. Participation in international fora in committee chair positions is desirable.</p>	20%	A2

TOTAL		100%	
2.	Technical Project Management	40%	
2.1	Descriptive presentation of the project's methodological approach: <ul style="list-style-type: none"> • Concept of project approach • Critical success factors 	80%	B1
2.2	Distribution of man-time and project milestones	20%	B2
TOTAL		100%	

2.3.2 Scoring and ranking of offers

2.3.2.1 The score of each assessment criterion ranges from 100 where all terms and conditions of the technical specifications - requirements are fully met, and rises up to 120 where the requirements of the specific criterion are surpassed. The Tender Conduct Committee must in any case thoroughly and analytically document the surpassing of the requirement of a criterion.

Each assessment criterion is scored independently based on the information of the offer.

2.3.2.2 The weighted score for each criterion shall be the product of the individual weighting coefficient for the criterion multiplied by its score, and the overall score of the offer shall be the sum of the weighted scores for all the criteria.

2.3.2.3 The total score of the technical offer is calculated based on the following formula (1):

$$TB = KA_1 * \Sigma B_1 + \dots + KA_v * \Sigma B_1 \quad (1)$$

Criteria with a score under 100 (i.e., that do not meet/present deviations from the technical specifications hereof) shall result in the rejection of the offer.

2.3.2.4 Most economically advantageous offer based on a weighing factor both for the technical and the financial offer is the one with the highest Λ_i rating according to formula (2) that follows:

$$\Lambda_i = (0,7) * (TB_i / TB_{max}) + (0,3) * (K_{min} / K_i) \quad (2)$$

Where:

i. exponent identifying the Offer (i=1,...,N for N offers)

TB_{max} : the total score given to the Technical Offer, with the highest score

TB_i : the overall rating of the technical offer i

K_{min} : the total comparative cost of the Offer with the lowest price

K_i : the total comparative cost of Offer i

Λ_i : which is rounded to 2 decimal places.

Price is the sum of "General total net of VAT" of the financial offer Table.

2.3.2.5 Λ_i is calculated to the second decimal, by rounding. In case of a tie, the other decimals of the result are calculated and in case of a new tie, the prevailing offer is the one with the best score in the technical evaluation. The final scores are sorted in a table in descending order for the selection of the first, second, etc.

2.4 Preparation - Content of Tenders

2.4.1 General terms for submission of tenders

Tenders are submitted based on the requirements set out in **Annex I** of the Tender Notice for all the described services per item/part.

No alternative tenders are permitted.

A grouping of economic operators submits a joint tender, which must be signed electronically either by all economic operators comprising the grouping, or by a duly authorised representative thereof. The tender must also determine the extent and the type of participation (including the allocation of the fee between them) of each member of the group, as well as its representative/coordinator.

2.4.2 Time and Method of submission of tenders

2.4.2.1 Tenders shall be submitted by the interested parties electronically, via the www.promitheus.gov.gr portal of the "Ε.Σ.Η.ΔΗ.Σ", up to the end date and time set out in this Tender Notice (par. 1.5 hereof), in the Greek language, in an electronic file, in accordance with Law 4412/2016, and in particular Articles 36 and 37 and Ministerial Decision No. 56902/215/19-05-2017 (GG B' 1924) "Technical details and procedures of operation of the National Electronic Public Procurement System (Ε.Σ.Η.ΔΗ.Σ.)"

In order to participate in the tender procedure the interested economic operators must have an approved state-of-the-art electronic signature or state-of-the-art electronic signature supported by an approved certificate granted by an approved certification services provider, which is included in the accreditation list provided for in decision 2009/767/EC and in accordance with Regulation (EC) 910/2014 and the provisions of Ministerial Decision 56902/215/19-05-2017 (B 1924) "Technical details and procedures of operation of the National Electronic Public Procurement System (Ε.Σ.Η.ΔΗ.Σ.)" and register on the electronic system (Ε.Σ.Η.ΔΗ.Σ. - www.promitheus.gov.gr) portal) following the registration procedure of Article 5 of the same Ministerial Decision.

2.4.2.2 The time of submission of the tender and any electronic communication via the "Ε.Σ.Η.ΔΗ.Σ" system is automatically certified by the system, with time-stamp services, according to the provisions of Article 37 of Law 4412/2016 and Article 9 of the above Ministerial Decision.

After lapse of the end date and time, it is no longer possible to submit a tender on the system. In cases of technical failure in the operation of the "Ε.Σ.Η.ΔΗ.Σ", the Contracting Authority shall regulate the continuation of the tender procedure by issuing a relevant announcement.

Moreover, if the opening of the tenders by the competent Tender Committee is not possible on the date of the tender procedure, for reasons of force majeure (e.g. fault at the "Ε.Σ.Η.ΔΗ.Σ", strike, official reasons, etc.), it shall be postponed for the same day and time of the coming week, and if that date is a holiday, on the next working day. In this case, the Contracting Authority informs via e-mail all the tenderers about the

postponement and the date and time of the new tender procedure. In case of any obstacle again on the new date and time, the procedure described above shall be repeated. The postponement described above in the opening of the tenders does not result in any case to a corresponding extension of the deadline for submission of the tenders.

2.4.2.3 Economic operators shall submit together with their tender the following:

(a) one (sub)folder marked "*Δικαιολογητικά Συμμετοχής –Τεχνική Προσφορά*" (Participation Documents - Technical Offer), which shall include the required supporting documents and the technical offer in each case, in accordance with the provisions of the applicable laws and this document.

(b) one (sub)folder marked «*Οικονομική Προσφορά*» (Financial Offer) which shall include the financial offer of the economic operator and the supporting documents required in each case.

The tenderer marks, by using the relevant field of the system, those documents of its tender that are confidential, in accordance with the provisions of Article 21 of Law 4412/2016. If an economic operator designates information as confidential due to the existence of a technical or commercial secret, in their relevant declaration, they must explicitly refer to all relevant legal provisions or administrative acts which require the confidentiality of the specific information.

Information related to unit prices, offered quantities and the elements of the technical offer used for its assessment cannot be designated as confidential information.

2.4.2.4 Economic operators shall draw up their technical and financial offer by filling in the corresponding special electronic forms of the "Ε.Σ.Η.ΔΗ.Σ." System. The System then generates the relevant electronic files which are electronically signed and submitted by the tenderer. The information included in the special electronic form of the system and the generated electronic PDF file (which will be signed electronically) must be identical. Otherwise, the System generates a relevant message and the tenderer is invited to generate the PDF file again. Provided that the technical specifications and financial terms have not all been stated in the special electronic files of the System, the Contracting Authority provides relevant instructions to the economic operators to attach digitally signed the relevant electronic files (in particular the technical and economic offer), with reference to the relevant articles of the Tender Notice, and any technical-financial offer templates.

2.4.2.5 The user - economic operator, submits the above (sub)folders through the system, as described below:

The information and supporting documents for the participation of economic operators in the procedure are submitted electronically in the form of .pdf files and, provided that they have drawn up/generated them themselves, they bear an approved state-of-the-art electronic signature using approved certificates, without requiring confirmation as to the authenticity of the signature.

The system issues an electronic receipt for the submission of tenders, sent to the economic operators by email.

Within three (3) working days after submission of the above information and supporting documents, economic operators must submit the documents of the electronic tender in their original form to the Contracting Authority in printed format and in a sealed envelope, in accordance with Law 4250/2014. Such document and supporting documentation are indicatively the participation bond, the original documents issued by

private bodies which are not ratified by a lawyer, and the documents with a Hague Apostille. Digitally signed documents and supporting documentation, Government Gazette issues, technical brochures and those which according to Law 4250/2014 must be accepted by the bodies in copies of the originals are not submitted in printed format.

The Contracting Authority may request, at any time during the Tender procedure, that they submit in printed format and within a reasonable deadline all the supporting documentation and documents they have submitted electronically, if this is required in order for the tender process to be properly conducted.

2.4.3 Contents of Envelope "Participation Documents - Technical Offer"

2.4.3.1 The documents and supporting documentation for participation of the tenderers in the tender procedure include:

a) The Standard Solemn Declaration Form [TEYΔ (SSDF)], as provided for in par. 4 of Article 79 of Law 4412/2016, in accordance with par. 2.2.7.1 of this Tender Notice. Tenderers fill in the relevant TEYΔ (SSDF), which has also been posted in editable .doc format on the www.promitheus.gov.gr portal of the Ε.Σ.Η.ΔΗ.Σ and is an integral part of the Declaration (**Annex III**), and

b) participation bond in accordance with Article 72 of Law 4412/2016 and paragraphs 2.1.5 and 2.2.2 of this Declaration.

The participation bond must be submitted in printed format (original) within three (3) working days after electronic submission. A participation bond template is attached to **Annex V** hereto.

Groupings of economic operators submitting a joint tender, shall submit the TEYΔ (SSDF) for each economic operator participating in the grouping.

2.4.3.2 The Technical Offer form must contain the relevant information for evaluation of the candidate, that meet the requirements and specifications set out by the Contracting Authority in **Annex II** of the Notice, which must be as detailed and comprehensive as possible (in the case of a group of economic operators, information pertaining to each member of the group,) which must include the following information, under separate headings and numbered in the same manner as described below.

1. Technical Experience and Capacity:

1.1. Work experience in the design of specifications and development of:

a) national or private spectrum monitoring system of SSMS satellite communications as well as interfacing thereof with the corresponding national spectrum management system,

or

b) Ground satellite station for satellite communication networks,

or

c) Edit/evaluation of tenders, installation and operational test systems referred to above.

Experience in more than one of the above is desirable This experience shall be demonstrated through a summarized description of similar projects executed over the past three years, as well as relevant recommendation letters from project owners.

1.2. Participation in international fora on spectrum monitoring systems and methods, preferably in SSMS (committee chairman positions desirable).

2. Technical Offer:

2.1. Descriptive presentation of the project's methodological approach:

- Concept of project approach
- Critical factors of success.

2.2. Distribution of man-time and project milestones in accordance with the outlined Phases of **Annex I** "Detailed Description of Physical Object of Contract" of the Tender Notice

Economic operators shall refer to the portion of the contract they intend to assign in the form of a subcontract to third parties and the subcontractors they propose.

2.4.4 Contents of Envelope "Financial Offer" / Method for drawing up and submitting financial offers

2.4.4.1 The Financial Offer is drawn up based on the award criterion described herein, which is the most economically advantageous offer based on the best value for money, as set out below according to the provisions of the "Financial Offer Template" in **Annex IV** hereof.

2.4.4.2 The financial offer, which shall be in euro, is drawn up according to the Template of **Annex IV** hereof, by filling in forms 1 and 2 hereof.

2.4.4.3 The financial offer is submitted online at penalty of rejection in the (sub)folder "Financial Offer". The price for the offered services is presented in euro as a total and per unit (man-hour). The candidate shall attach to (sub)folder "financial offer" its electronic financial offer digitally signed with an approved electronic signature (or state-of-the-art electronic signature using approved certificates) and the relevant electronic files (in accordance with the template in Annex IV of this Declaration) in pdf form.

2.4.4.4 In the case of submission of an offer by a grouping of economic operators, the offer must be signed by all members of the grouping or by the representative authorised by notarial deed.

Moreover, the offer must include and clearly define the part of the object of the contract which each member of the grouping will undertake and the percentage of the contractual price that will correspond to each member (percentage and absolute value) and present the method of cooperation of the members between them during implementation of the contract.

2.4.4.5 The Table of the financial offer will include the detailed prices of the offered services, their total value net of VAT (written out in figures and in full) and with VAT.

The financial offer must clearly state the unit price (man-hour) for each type of service, in order to be able to determine the exact cost, in case of increase or decrease of the quantities of the physical object.

The offered prices must include all expenses which the tenderer estimates will burden the cost of the project and in any case will be covered by the Contractor, such as e.g. payroll costs, staff insurance, travel expenses, accommodation, etc.

Services offered for free will be included in the financial offer Table with the indication "FREE OF CHARGE" in the price column. In any case however where a price has been omitted but services are stated, even if the "FREE OF CHARGE" indication is missing, they are considered to be offered for free.

2.4.4.6 The price net of VAT is taken into consideration for comparison of the offers. The offer prices are not subject to changes during its effective term. It is noted that, if the offered prices do not clearly emerge, the offer shall be rejected as inadmissible for evaluation.

2.4.4.7 In case of an accounting discrepancy between the unit price and the total value, the unit price shall prevail.

If the financial offer is not clear with regard to the price offered, the tender is rejected as inadmissible.

Any counteroffer, or modification of the initial offer, or any proposal which, to the discretion of the competent Committee is equivalent to a counteroffer, shall be unacceptable and shall not be taken into account.

2.4.4.8 The tenderers commit with their offer that the prices of the (initial) contract will apply to the provision of services, for a period that corresponds to the following point, if requested by the Contracting Authority.

a) award up to 30% more physical object (additional rice), according to par. 105 (1) of Law 4412/2016, in conjunction with par. 1.3.3.2 hereof.

2.4.4.9. The price shall include withholdings for third parties and any other surcharge, pursuant to the applicable laws, without VAT, for the provision of services at the place and in the manner set out in the contract documents.

It is noted that each VAT percentage on the above price will be calculated automatically by the system.

The offered prices shall be fixed throughout the duration of the contract and shall not be adjusted.

Offers shall be rejected as unacceptable, when: a) no price is given in EURO or setting a EURO to a foreign currency exchange rate, b) the offered price is not clear, without prejudice to par. 4 of article 102 of Law 4412/2016 and c) the price exceeds the budget of the contract set out and documented by the Contracting Authority in par. 1.3.3 to this Tender Notice.

The Contracting Authority reserves the right to ask participants to provide information necessary for documenting the amount of the offered price and candidate Contractors are required to provide it. Failure to provide the requested information results in exclusion from the tender procedure.

2.4.5 Time of effect of offers

Submitted offers are effective and binding for economic operators for an eight (8) month period, starting on the day after the conduct of the tender procedure (electronic opening of tenders).

Any offer setting a time of effect shorter than described above shall be rejected.

The effect of the offer may be extended in writing where that is requested by the Contracting Authority before its effect expires, with a similar extension to the

participation bond, in accordance with Article 72 par. 1a of Law 4412/2016 and par. 2.2.2 hereof, for a maximum period equal to the initial duration provided for above.

Should the matter of the extension of the effect of the offers arise, the Contracting Authority shall address a question to the tenderers via email, before the expiry of the offers on whether they accept the extension for a specific period of time. Tenderers must reply within three (3) days, and if they agree they must also renew their participation bonds, should they not cover any extensions. If any tenderers fail to reply within the above deadline or give a negative reply, they shall automatically be excluded from the next stages of the tender procedure.

After expiry of the above maximum limit of the extension of the effect of the offer, the results of the award procedure are cancelled, unless the Contracting Authority decides, as appropriate and with justification, that the continuation of the procedure serves the public interest, in which case the economic operators participating in the procedure may select to either extend their offer and participation bond, provided they are asked before the lapse of the above maximum limit for the extension of their offer or not. In the last case, the procedure shall continue with those economic operators who extend their offers, excluding the rest.

2.4.6 Grounds for rejection of offers

The Contracting Authority shall reject, on the basis of the results of the inspection and assessment of the tenders, in any case such tenders that:

- a) are not submitted in time, in the manner and with the content set out above, and in particular in par. 2.4.1 (General terms of submission of tenders), 2.4.2 (Time and method for the submission of Tenders), 2.4.3 (Content of envelopes of participation documents, technical offer), 2.4.4 (Content of financial offer envelope, method of drawing up and submitting financial offers), 2.4.5 (Time of effect of offers), 3.1 (Opening and assessment of tenders) 3.2 (Invitation to submit award supporting documents) hereof,
- b) Contain flaws, omissions, ambiguous points, or errors, provided that these cannot be supplemented or corrected or, if they can be supplemented or corrected, that they have not been remedied through the attempts made to clarify or supplement them, in accordance with paragraph 3.1.1 herein,
- c) for which the tenderer has not provided the required explanations, within the specified deadline or the explanation is not accepted by the Contracting Authority, in accordance with par. 3.1.1 hereof, and Article 102 of Law 4412/2016;
- d) which are alternative tenders,
- e) are submitted by a tenderer who has submitted two or more offers. This restriction also applies to cases, under the terms of par. 2.2.3.3(c) hereof (point (c) of Par. 4 of Article 73 of Law 4412/2016), of groupings of economic operators with common members, as well as in the case of economic operators who participate either independently or as members of groupings, the same applies for subcontractors;
- f) which is conditional,
- g) which set a condition of adjustment of prices,
- h) which presents omissions with regard to the supporting documents requested by the documents hereof and deviations with regard to the terms and technical specifications of the contract.

3. CONDUCT OF PROCEDURE - ASSESSMENT OF TENDERS

3.1 Opening and assessment of tenders

3.1.1 Electronic opening of tenders

The competent body of the Contracting Authority (Tender Procedure Committee) certified with the Ε.Σ.Η.ΔΗ.Σ shall start the electronic opening procedure of the tenders, in accordance with Article 100 of Law 4412/2016, in the following stages:

- Electronic opening of (sub)folder "Participation Documents - Technical Offer" on the 16th/09/2019 at 11:00.
- Electronic opening of (sub)folder "Financial Offer", on the date and time to be specified by the Contracting Authority.

After the opening of these folders, in accordance with the provisions of par. 3.1.2 hereof, each tenderer acquires access to the other tenders and their submitted supporting documents, without prejudice to those aspects of each tender which have been designated confidential.

The Contracting Authority may invite the economic operators to supplement or clarify the documents or supporting documents submitted or clarify the content of their technical or financial offer, in accordance with Article 102 of Law 4412/2016.

3.1.2 Assessment of tenders

After the electronic opening of the tenders in each case, the Contracting Authority shall assess them through its competently certified on the System bodies, otherwise according to the applicable provisions.

More specifically:

- a) The Competent Tender Procedure Committee shall register those candidates who have submitted tenders, as well as the supporting documents submitted by them and the results of their inspection, in a report which is to be signed by the members of the Tender Procedure Committee. The Contracting Authority shall also communicate with those bodies which have issued the guarantee letters / bonds to ascertain their validity.
- b) After that, the Tender Procedure Committee shall assess only the technical offers of the tenderers whose participation documents it found to be complete. The evaluation is carried out in accordance with the terms hereof, and a report is drawn up with regard to the rejection of the technical offers that failed to meet the terms and conditions and the acceptance of the technical offers based on the provisions of par. 2.4.3.2 hereof.

A single report may be drawn up for the evaluation of the supporting documents and technical offers, which is announced by the Tender Procedure Committee through the "Communication" function, only to the Contracting Authority in order for the latter to set a date and time for opening the (sub)folder of the financial offers.

- c) After completion of the evaluation, according to the above, the folders of all submitted financial offers are opened, on the date and time specified in the special invitation.

- d) The Tender Conduct Committee evaluates the financial offers of the tenderers, whose technical offers and participation supporting documents it found to be complete and in line with the terms and requirements hereof, and draws up a report where it recommends

with justification their acceptance or rejection, the ranking of the offers and the selection of the provisional Contractor. This report is announced by the Tender Conduct Committee, via the "Communication" function to the Contracting Authority for approval.

If the offers appear to be unusually low with regard to the scope of the contract, the Contracting Authority shall ask the economic operators to explain the price or cost they propose in their offer, within a ten (10) day exclusive deadline after notice of the relevant invitation. Applicable in this case are Articles 88 and 89 of Law 4412/2016.

In the case of equivalent offers, the Contracting Authority selects the Contractor by draw among the economic operators that submitted equivalent offers. The draw is carried out before the Tender Procedure Committee and in the presence of the economic operators that submitted equivalent offers.

Subsequently, the Contracting Authority issues a decision, by which the results of all the above stages are ratified ("Participation Supporting Documents", "Technical Offer" and "Financial Offers"), which is diligently notified to the tenderers through the "Communication" function of the Ε.Σ.Η.ΔΗ.Σ. system. A pre-judicial appeal may be filed against such decision, in accordance with par. 3.4 hereof.

3.2 Invitation to submit supporting documents of provisional contractor - Provisional Contractor supporting documents

Following the assessment of the tenders, the Contracting Authority shall send a relevant electronic invitation through the Ε.Σ.Η.ΔΗ.Σ system to the tenderer which is to be awarded the contract ("provisional Contractor"), to submit, in writing and within ten (10) calendar days from the date of notification of the related notice, proof of their credentials, as well as the originals or copies issue, in accordance with the provisions of article 1 of the Law 4250/2014 (Α' 74) of all the supporting documents described in par. 2.2.7.2 hereof, as evidence that the grounds of exclusion of par. 2.2.3 of the Tender Notice are not met, and that the quality selection criteria of par. 2.2.4 - 2.2.6 thereof are met.

These supporting documents shall be submitted by the tenderer ("provisional Contractor"), electronically via the "Ε.Σ.Η.ΔΗ.Σ" system, in pdf format and must be submitted, as applicable, within three (3) working days from the date of their submission. When signed by the provisional Contractor they bear an electronic signature.

After receipt of the above supporting documents, the System shall issue confirmation of their receipt and send an email to the party that is to be awarded the contract.

If after the electronic unsealing and during inspection of the above supporting documents it is ascertained that they have not been submitted or that there are omissions in those submitted, and the provisional Contractor submits within the above ten (10) day deadline a request to the Tender Procedure Committee for the extension of the submission deadline, which is accompanied by evidence whereby it is proven that it has requested the granting of the supporting documents, the Contracting Authority extends the deadline for the submission of supporting documents for as long as required for obtaining the supporting documents from the competent authorities.

Any parties who submitted acceptable tenders shall be notified of the above documents submitted.

The tender of the provisional Contractor shall be rejected, its participation bond shall be forfeited in favour of the Contracting Authority and the award shall be made to the tenderer which submitted the next economically advantageous tender, in line with the above procedure, if:

- i) during the inspection of the above supporting documents it is found that the information stated with the Standard Solemn Declaration Form are false or inaccurate, or
- ii) the necessary originals or copies of the above supporting documents are not submitted within the specified time, or
- iii) the supporting documents that were submitted legally and in a timely manner do not demonstrate and terms and conditions of participation, according to par. 2.2.3 (grounds for exclusion) and 2.2.4 - 2.2.6 (quality selection criteria) hereof.

In the case of the timely and appropriate notification of the Contracting Authority about changes to the conditions which the provisional Contractor had stated that it met in the Standard Solemn Declaration form, which occurred or which it was informed of after the statement and up to the date of the written notice for the submission of the provisional Contractor supporting documents (later changes), its participation bond shall not be forfeited in favour of the Contracting Authority.

If none of the tenderers submit a true or accurate statement or do not submit one or more of the required supporting documents or do not demonstrate that they meet the quality selection criteria according to par. 2.2.4 - 2.2.6 hereof, the procedure shall be cancelled.

The procedure of inspection of the above supporting documents shall be completed when the Tender Procedure Committee draws up a report, including any supplementation of supporting documents as provided for herein, and forwards the file to the Plenary of the Contracting Authority for making a decision either to award the contract or to cancel the procedure or to declare the provisional Contractor in forfeit. It is noted that the competent Tender Procedure Committee, with a justified recommendation, may propose the award of the contract for the full or a larger or a smaller quantity, expressed as a percentage as follows: 30% in the case of a larger quantity and 50% in the case of a smaller quantity.

The results of the inspection of the above supporting documents and the recommendation of the Committee shall be ratified with the award decision.

3.3 Award - conclusion of contract

The Contracting Authority shall notify all tenderers who have not been finally rejected of the award decision, except for the provisional Contractor, providing them with a copy of all the reports of the tender inspection and assessment procedure, in accordance with Article 100 of Law 4412/2016, electronically through the E.Σ.H.ΔΗ.Σ system.

This decision shall state the deadline for suspension of the conclusion of the contract, in accordance with the following par. 3.4 hereof.

The legal results of the award decision, and in particular the conclusion of the contract, shall take effect provided that the following cumulatively apply:

- a) the time limits for exercising the remedies provided for in par. 3.4 at the pre-judicial and judicial protection phase and from the decisions for their suspension have lapsed

and no action has been taken, without prejudice to a provisional order, in accordance with the last section of paragraph 4 of Article 372 of Law 4412/2016, as in force.

b) notification of the award decision to the provisional Contractor, provided that the latter submits, following a relevant invitation, a solemn statement that is signed according to the provisions of Article 79A of Law 4412/2016, as in force, which shall state that no later changes were made in the sense of Article 104 and only in the case of the filing of a preliminary appeal against the award decision. The solemn statement is checked by the Tender Procedure Committee which draws up a report that accompanies the contract.

The Contracting Authority invites the Contractor to attend the signing of the agreement within twenty (20) days from notification of the relevant special invitation. The agreement is of a probative nature.

Should the Contractor not attend the signing of the above agreement within the set deadline, it shall be declared in forfeit, its participation bond shall be forfeited in favour of the Contracting Authority and the process of Article 103 of Law 4412/2016 is followed, as in force for the tenderer that submitted the next in rank economically advantageous tender.

3.4 Preliminary Appeals - Provisional Judicial Protection

Any interested party which has or had interest in being awarded this contract and has or had sustained or may sustain damages from an enforceable act or omission of the Contracting Authority in violation of the laws of the European Union or the domestic laws, may file a preliminary appeal before the Preliminary Appeals Review Authority (PERA) against the relevant act or omission of the Contracting Authority, determining specifically the legal and actual reasons that justify its request.

In the case of an appeal against an act of the Contracting Authority, the time limit for filing preliminary appeals is:

- (a) ten (10) days before notification of the contested act to the interested economic operator if the act was notified via electronic means or fax or
- (b) fifteen (15) days from notification of the contested act to, if other means of communication were used, otherwise
- c) ten (10) days before the complete, real or presumed knowledge of the act that harms the interests of the interested economic operator.

Specifically, with regard to filing an appeal against a declaration, its full knowledge is presumed after the lapse of fifteen *(15) days from publication on the Central Online Register of Public Contracts ("ΚΗΜΔΗΣ").

In the case of an omission, the deadline for filing the preliminary appeal is fifteen (15) days from the day following the contested omission.

Preliminary appeals are filed electronically through the "Communication" functionality of the Ε.Σ.Η.ΔΗ.Σ on the tender procedure website, selecting as applicable the indication «Προδικαστική Προσφυγή» (Preliminary Appeal) and attaching the relevant document in Portable Document Format (PDF), which bears an approved state-

of-the-art electronic signature or state-of-the-art electronic signature with use of approved certificates.

In order for the preliminary appeal to be admissible, a duty to the State is paid by the appellant, according to the provisions of Article 363 of Law 4412/2016, in Article 19 par. 1.1 and in Article 7 of Ministerial Decision No. 56902/215/19-05-2017.

The duty of this article is returned to the appellant if its appeal is accepted in whole or in part. It shall also be returned to the appellant in the case where, before the issue of the decision of the Preliminary Appeals Review Authority (AEIII) on the appeal, the Contracting Authority revokes the contested act or takes the required action.

The deadline for filing the preliminary appeal and its filing shall impede conclusion of the contract on penalty of invalidity, according to Article 364 of Law 4412/2016. Otherwise, the filing of a preliminary appeal shall not obstruct the progress of the tender procedure, unless provisional protection measures are requested in accordance with Article 366 of Law 4412/2016.

The Contracting Authority, through the "Communication" function of the Ε.Σ.Η.ΔΗ.Σ:

- shall notify any interested third party about the appeal, in accordance with the provisions of point (a) of the first section of par. 1 of Article 365 of Law 4412/2016.
- shall forward to the Preliminary Appeals Review Authority (*AEIII*) the information provided for in point (b) of the first section of par. 1 of Article 365 of Law 4412/2016.

The Preliminary Appeals Review Authority (AEIII) shall decide with justification on the grounds of the actual and legal allegations made in the appeal and the allegations of the Contracting Authority, and in case of an intervention, the allegations of the intervening party, and shall accept (in whole or in part) or reject the appeal by a decision, which shall be issued within an exclusive twenty (20) day deadline from the date of the review of the appeal.

Users - economic operators shall be informed about the acceptance or rejection of the appeal by the Preliminary Appeals Review Authority (AEIII).

The filing of the above preliminary appeal is a prerequisite for the exercise of the legal remedies of suspension application and cancellation application of Article 372 of Law 4412/2016 against the enforceable acts or omissions of Contracting Authorities.

The suspension application shall be filed with the competent court within a ten (10) day deadline from issue of the decision on the preliminary appeal. A duty must be paid for the filing of the suspension application, in accordance with the specifications of Article 372 par. (4) of Law 4412/2016.

The filing of the suspension application shall obstruct the award of the contract, unless the competent judge decides differently with the provisional order.

3.5 Cancellation of Procedure

The Contracting Authority shall cancel or may cancel in whole or in part, with justification, the award procedure, for the reasons and in accordance with the terms of Article 106 of Law 4412/2016, following an opinion of the competent Tender Procedure Committee.

Also, If any errors or omissions are identified during any stage of the award process, the Contracting Authority, following an opinion of the Tender Procedure Committee, may partially cancel the process, or amend it, depending on its outcome, or may decide to repeat it from the point at which the error or omission occurred onwards.

4. TERMS AND CONDITIONS FOR PERFORMANCE OF THE CONTRACT

4.1 Performance bonds

The signing of the contract requires the provision of a performance bond, in accordance with Article 72 par. 1 b) of Law 4412/2016, amounting to 5% of the value of the contract, net of VAT, and it must be deposited before or during the signing of the contract.

In order for the performance bond to be accepted, it must include at least the information referred to in par. 2.1.5 hereof, and also the number and title of the relevant Contract. Its content must comply with the template included in Annex V hereof and the specifications of Article 72 of Law 4412/2016.

The performance bond of the contract covers overall and without distinctions the implementation of all the terms of the contract and any requirement of the Contracting Authority from the Contractor, including any equivalent advance payment to the latter.

In case of an amendment to the contract according to par. 4.5 hereof, which results in an increase of the contractual value, the Contractor shall be required to deposit before the amendment a supplementary guarantee, amounting to 5% of the increase, net of VAT.

The performance bond shall be forfeited in the event of violation of the specific terms stipulated in the contract.

The performance bond shall be returned after the final quantitative and qualitative acceptance of the scope of the contract. If the final qualitative and quantitative acceptance report includes comments or if there is a late delivery, the bond shall be returned after the comments and the delay are addressed.

4.2 Contractual framework - Applicable laws

The performance of the contract shall be governed by the provisions of Law 4412/2016, the terms of this Tender Notice, and the Hellenic Civil Code.

4.3 Terms and conditions for performance of the contract

During performance of the contractor, the Contractor shall comply with its obligations in the areas of environmental, social security and labour law, established under EU law, domestic law, collective agreements or international provisions of environmental, social security and labour law, which are listed in Annex X of Appendix A of Law 4412/2016.

Compliance with these obligations by the Contractor and the subcontractor is reviewed and certified by the bodies supervising performance of the contract and the competent public authorities and services acting within the boundaries of their responsibility and competence.

4.4 Subcontract

4.4.1 The Contractor shall not be released of its contractual obligations and liabilities from the assignment of the execution of part/parts of the contract to subcontractors. Compliance with the obligations of par. 2 of Article 18 of Law 4412/2016 by subcontractors does not release the main Contractor from its liability.

4.4.2 During the signing of the contract, the main Contractor must state to the Contracting Authority the name, contact details and legal representatives of its subcontractors, who will participate in its performance, provided they are known at the particular point in time. It is also required to notify the Contracting Authority of any change to this information, for the duration of the contract, as well as the information required in relation to each new subcontractor, which the main Contractor uses in this contract, by submitting the relevant agreements/statements of cooperation. If the collaboration of Contractor with a subcontractor/subcontractors in this contract is suspended, the Contractor must promptly notify the Contracting Authority of such suspension, and must ensure the smooth performance of the part/parts of the contract, either by itself, or by a new subcontractor which it will announce to the Contracting Authority according to the previous procedure.

In the case where the Contractor has relied on the capacities of the subcontractor as regards the financial, technical and professional capacity, according to the requirements of the Notice, it is required to promptly notify the Contracting Authority about the any of its collaboration and immediate take any suitable means/measures which it will also notify to the Contracting Authority, in order to maintain the steady financial-technical and professional capacity for the fulfilment of its obligations.

In this case, the suspension of the collaboration and any launch of a new collaboration of the Contractor with a new subcontractor are subject to the approval of the Contracting Authority, which may check, at least if the conditions for the assurance of the smooth performance of the contract apply, the effectiveness of the suitable means/measures and conditions proposed by the Contractor of Article 78 par. (1) of Law 4412/2016.

4.4.3 The Contracting Authority shall verify the application of the grounds of exclusion for the subcontractors, as described in par. 2.2.3 hereof and with the evidence of par. 2.2.7.2 hereof, provided that the part(s) of the contract, which the Contractor intends to assign in the form of a subcontract to third parties, exceed cumulatively 30% of the total value of the contract. Moreover, in order to prevent breach of the obligations of par. 2 of Article 18 of Law 4412/2016, it may verify the above grounds also for part/parts of the contract under this percentage.

When such verification finds that there are grounds for exclusion, it shall require or may require its replacement, according to par. 5 and 6 of article 131 of Law 4412/2016.

4.5 Amendment of contract during its performance

The contract may be amended during its performance, without the need for a new conclusion procedure, in accordance with the specific terms and conditions laid down in Article 132 of Law 4412/2016 and following an opinion by the competent Monitoring and Acceptance Committee, which is appointed by a decision of the Contracting Authority.

4.6 Right of unilateral termination of the contract

The Contracting Authority may, on the conditions set out in the relevant provisions, terminate the contract during its performance, provided that:

- a) The contract has undergone substantial amendment within the meaning of paragraph 4, Article 132 of Law 4412/2016, which would require a new contract award procedure,
- b) At the time of award of the contract, the Contractor was in one of the situations referred to in paragraph 2.2.3.1 hereof and therefore should have been excluded from the contract award procedure,
- d) the contract should not have been awarded to the Contractor due to serious breach of the obligations under the Conventions and Directive 2014/24/EC, which has been recognised with a decision of the EU Court in the context of a procedure by virtue of Article 258 of the TFEU.

5. SPECIAL TERMS AND CONDITIONS FOR PERFORMANCE OF THE CONTRACT

5.1 Payment method

5.1.1 The Contractor's payment shall be made in three (3) instalments as follows:

- a) 35% of the total contractual price and shall be paid after acceptance of the Phase II deliverables is completed.
- b) 30% of the total contractual price and shall be paid after final acceptance of the Phase IV deliverable.
- c) 35% of the total contractual price and shall be paid after final acceptance of the Phase V deliverable.

All 3 instalments shall be paid within 1 month of the final acceptance and proper performance report being issued respectively for each subset of services comprising the scope of contract, described in detail in **Annex I** hereof

Payment of each instalment of the contractual price shall be made with submission of the legal receipts and documentation provided for in the provisions of Article 200 par. (5) of Law 4412/2016, as well as any other supporting document which may be requested by the competent services carrying out the inspection and the payment.

5.1.2 The Contractor shall bear withholdings for third parties and any other surcharge, pursuant to the applicable laws, without VAT, for the provision of the service at the place and in the manner set out in the contract documents. This pertains, more specifically, to the following withholdings:

- a) 0.07% withholding, which is calculated based on the value of each payment before taxes and withholdings of the initial, as well as any supplementary contract, in favour of the Independent Public Procurement Authority (Article 4 Law 4013/2011, as in force)
- b) 0.02% withholding for the State, calculated based on the value, without VAT, of the initial and any supplementary contract. This amount is withheld with each payment by

the Contracting Authority in the name and on behalf of the General Directorate of Public Contract and Procurements, according to par. 6, Article 36 of Law 4412/2016.

c) 0.06% withholding, which is calculated based on the value of each payment before taxes and withholdings of the initial, as well as any supplementary contract, in favour of the Preliminary Appeals Review Authority (AEPIII) (Article 350, par. (3) of Law 4412/2016).

Withholdings for third parties are subject to the applicable proportional tax stamp duty and the contribution for OGA included in it.

The income tax withholding provided for by the applicable law shall be made with each payment.

5.2 Declaring the economic operator in forfeit - Sanctions

5.2.1 The Contractor must be declared in forfeit, without prejudice to force majeure reasons, of the contract and any right arising from it, if it has failed to meet its contractual obligations or to comply with the written orders of the Contracting Authority, which are in line with the contract or the applicable provisions and if it exceeds at own fault the overall time limit for the performance of the contract, taking into consideration the extensions and the references in Annex I hereof.

In this case it is given special notice, which includes the specific description of the steps it must take, setting a time limit for compliance, which may not be shorter than 15 days. If the time limit set with the special notice lapses and it fails to comply, it shall be declared in forfeit, with justification, within thirty (30) days from the lapse of the above time limit for compliance.

To a Contractor who is declared in forfeit of the contract, after being invited to provide explanations, the performance bond of the contract shall be forfeited in full.

5.2.2 If the services are provided at the fault of the Contractor after the expiry of the duration of the contract and until expiry of the extension time granted, penalties are imposed against it, with a justified decision of the Contracting Authority. Penalties may be imposed for negligent performance of the terms of the contract.

Penalties are calculated as follows:

- a) for a delay limited to a period of time not exceeding 50% of the stipulated total duration of the contract or in case of partial/interim deadlines of the corresponding deadline 50% of the corresponding stipulated deadline a penalty of 2.5% is imposed on the contractual value net of VAT of the services that were provided late;
- b) for a delay exceeding 50% a penalty of 5% is imposed net of VAT on the contractual value of the services that were provided late;
- c) penalties for exceeding partial deadlines are independent from those imposed for exceeding the total duration of the contract and may be revoked with a justified decision of the Contracting Authority, if the services relate in the above partial deadlines are provided during its overall duration and its approved extensions and on condition that the overall contract has been fully performed.
- d) for negligent performance of the contractual obligations, penalties amounting to 5% of the contractual value, unless the Contracting Authority decides otherwise with justification.

The amount of the penalties is deducted/offset from/against the Contractor's fee.

The penalties imposed do not deprive the Contracting Authority from the right to declare the Contractor in forfeit.

5.3 Administrative appeals against the contract performance procedure

The Contractor may file an appeal against decisions imposing sanctions against it, by virtue of the terms of par. 5.2 (Declaring an economic operator in forfeit - Sanctions), 6.1 (Monitoring of Contract) and 6.4 (Rejection of deliverables -Replacement) hereof, as well as in implementation of the contractual terms, for reasons of legality and substance before the Contracting Authority, within a mandatory 30-day period from the date they were informed of the relevant decision. The Plenary of the Contracting Authority decides on the appeal, following an opinion of the competent Monitoring and Acceptance Committee of the project, within a thirty (30) day deadline from its filing, otherwise it shall be deemed tacitly rejected. No other type of administrative appeal may be filed against this decision.

If the appeal is not filed in time against the decision on the sanctions or if it is rejected by the Plenary of the Contracting Authority, the decision becomes final. If an appeal is filed in time, the consequences of the decision are suspended until it is finalised.

6. SPECIAL TERMS OF PERFORMANCE

6.1 Monitoring of the contract

6.1.1. The Monitoring and Acceptance Committee of the project shall monitor performance of the contract and its management, hereinafter referred to as "Monitoring and Acceptance Team" or "MAT" which monitors and controls the performance of the relevant contract during any separate stages, phases or parts thereof, and in particular it shall invite the Contractor to present the progress in the implementation of the contract, to ask for explanations and clarifications and convey the relevant instructions and guidance of the Contracting Authority.

6.1.2. The MAT shall make recommendations to the Plenary of the Contracting Authority about all issues related to the proper performance of all terms of the Contract and the fulfilment of the Contractor's obligations, the taking of the measures imposed due to non-compliance with the above terms, and in particular on issues related to an amendment of the scope and an extension of the duration of the Contract, on the terms of Article 132 of Law 4412/2016.

6.2 Term of Contract

6.2.1 The Term of the Contract is set at twenty-eight (28) months, and it starts on the date of its signing or on the date set out in it, and expires upon submission of the last Deliverable at the time set out therein.

6.2.2 Regardless of its total duration, the Project shall not be considered completed if the obligations of the Contractor are not performed in full, based on the contract to be signed.

With regard to the separate stages of the provision of the services or submission of the Deliverables, partial/interim deadlines are set, as such are described in **Annex I** hereof.

6.2.3 The total duration of the contract may be extended after a justified decision of the Plenary of the Contracting Authority up to 50% thereof, following a relevant request of the Contractor submitted before the expiry of its duration, in objectively justified cases that are not the fault of the Contractor, without increasing the financial object of the contract. If the overall duration of the contract expires, without a request for extension being submitted in time or, if the extended duration expires, according to the above,

without submitting to the Contracting Authority the deliverables of the contract, the Contractor is declared in forfeit. If the services are provided at the fault of the Contractor after expiry of the duration of the contract, and up to the expiry of the time of the extension granted, penalties are imposed against it, in accordance with Article 218 of Law 4412/2016 and par. 5.2.2 hereof.

6.3 Acceptance of the object of the Contract

The provided services are accepted by the MAT of par. 6.1 hereof, which is formed in accordance with section (d) of par. 11 of Article 221 of Law 4412/2016.

If the MAT finds that the provided services and/or the Deliverables do not fully meet the terms of the contract, a provisional acceptance report shall be drawn up, stating the deviations from the terms of the Contract that were ascertained and expressing an opinion whether the deviations affect the suitability of the provided services and/or Deliverables, and therefore whether the latter can meet the relevant needs.

If it is ascertained that suitability is not affected, the acceptance of these provided services and/or Deliverables may be approved with a justified decision of the Plenary of the Contracting Authority, with a discount on the contractual value, which must be proportional to the ascertained deviations. After issue of the above decision, the MAT must proceed with the final acceptance of the provided services and/or Deliverables of the Contract and draw up a relevant final acceptance reports, in accordance with the decision.

The final acceptance report is drawn up by the MAT and is approved by the Plenary of the Contracting Authority by a decision which must be notified to the Contractor. If a period longer than 30 days from the date of its submission elapses and no decision is made on its approval or rejection, it is considered that acceptance has taken place automatically.

Irrespective of the above automatic acceptance and the payment of the contractor, the inspections provided for in the Contract shall be carried out, in accordance with paragraph 219 (6) of Law 4412/2016. The performance bond shall not be returned before the completion of all the stipulated inspections and the drawing up of the relevant reports.

6.4 Rejection of deliverables - Replacement

In the case of the final rejection of the whole or part of the provided services and/or Deliverables with a discount on the contractual value, by a decision of the Plenary of the Contracting Authority, the replacement of the services and/or Deliverables with others may be approved, which are in agreement with the terms of the contract, within a set deadline set out by this decision. If the replacement is made after the expiry of the total duration of the contract, the deadline set out for the replacement cannot be longer than 25% of the total duration of the contract, and the Contractor is subject to penalties, according to Article 218 of Law 4412/2016 and par. 5.2.2 hereof, due to late delivery.

If the Contractor does not replace the services and/or Deliverables rejected within the deadline set, and provided that the overall duration has expired, it shall be declared in forfeit and be subject to the stipulated sanctions.

TENDER NOTICE ANNEXES

ANNEX I

DETAILED DESCRIPTION OF PHYSICAL OBJECT OF THE CONTRACT

The scope of this Tender Process is to select a Contractor to provide consultancy services to EETT during the following phases, up to the conduct of the Open International Online Tender Process for project "Satellite Spectrum Monitoring System".

- Preliminary design and final technical design of the Project;
- The drafting of the technical part of the Notice of the Open International Online Tender for Project "Satellite Spectrum Monitoring System".
- The response to the Public Consultation questions.

Moreover, the Contractor will be called upon to make an independent evaluation of the technical offers by the candidates for Project "Satellite Spectrum Monitoring System".

Finally, the Contractor will provide consulting services during the final design of the SSMS (design freeze) with the selected Contractor of Project "Satellite Spectrum Monitoring System", and the drafting of the acceptance documents jointly with the Monitoring and Acceptance Committee of this Project.

Phases of the Project:

Phase I

During this phase, the goals of the project of the Procurement of a Spectrum Monitoring System of Satellite Communication and the available budget will be presented to the Contractor.

Additionally, during this phase, the Contractor will be informed about the Legal Framework that governs the installations of antennae in Greece.

Moreover, the possible - preselected - installation areas will be presented.

Finally, given the total requirements of the project, the minimum requirements of its presence in Greece will be agreed with the Contractor.

A preliminary design that will contain the following chapters:

1. Evaluation and comparison of available technologies and functions, as well as the manufacturers that serve them.
2. Presentation of how the needs of the Contracting Authority are met with the available budget and what would be the appropriate alternative approaches on matters of spectrum supervision of satellite communications, signal identification and geolocation of transmitters/interference.
3. Presentation of additional capabilities/services offered by third companies in software and/or hardware which may improve the effectiveness of the planned system.

4. Location characteristics and its siting:
 - a. Site requirements in relation to the geomorphological, meteorological and RF environment,
 - b. Spatial dimensions with expansion possibilities of the system,
 - c. Building requirements (SSMS and control centres)
 - d. Terms and conditions of optimum siting of facilities,
 - e. Network for remote access and control of the system,
 - f. Other requirements (e.g. security, backup, interaction with other systems and comments on preselected sites),
 - g. Comments on the criteria for the selection of reliable equipment,
 - h. Training requirements for specialised and simple operators.

Phase Deliverables:

Deliverable 1 - One (1) design

- 1.a) Technical presentation and comparison of technological solutions and final technical design of the project, taking into consideration the provisions of the ITU Spectrum Monitoring Handbook and the ITU-R Report SM 2424 and SM 2182-1 and the general international experience, as well as the applicable legal framework.
- 1.b) Technical presentation of site selection, with detailed presentation of the advantages and disadvantages of each one from the preselected sites.

Estimated duration: Two (2) months (requires presence in Greece for launch of the project and selection of installation site).

Deliverable on the 2nd month from the launch of the project.

Phase II

Provision of consulting services (comments, notes, corrections) during preparation of the Technical Part of the Notice of the project: "Satellite Spectrum Monitoring System (SSMS)" and before it is put up for public consultation

Phase Deliverables:

Deliverable 2 - Table with comments, notes, corrections on the technical part of the Tender Notice.

Estimated duration: one (1) month (no presence is required in Greece)

Deliverable on the 2nd month after the end of Phase 1.

Phase III

Provision of consulting services during the public consultation of the Tender Notice of the Project: "Satellite Spectrum Monitoring System (SSMS)"

Analytically:

1. Provision of answers and clarifications on the questions and comments resulting from the consultation.

2. Provision of answers and clarifications to the questions of the Tender Procedure Committee.

Phase Deliverables:

Deliverable 3 - Table with clarifications/answers on the issues of the public consultation.

Estimated duration: Two (2) weeks (no presence is required in Greece)

Deliverable on the 4th month after the end of Phase 2.

Phase IV

Evaluation of the submitted Technical Offers of the candidate Contractors in the framework of the Tender Process for Project: "Satellite Spectrum Monitoring System (SSMS)" This evaluation will be carried out independently from the evaluation carried out by the Tender Procedure Committee.

Phase Deliverables:

Deliverable 4 - Technical Evaluation of Offers.

Estimated duration: two (2) months (no presence is required in Greece)

Deliverable on the 8th month after the end of Phase 3.

Phase V

Technical support to a team appointed by the EETT, which in cooperation with the Contractor's team will carry out the final design and requirements of the SSMS project. During this phase the following will be specified in detail:

- the full and detailed design of the total system (architecture of system, installation designs, roles of users and correlations, system safety, etc.);
- the full description of the finished equipment that will support the operation of the system;
- the requirements of assurance for the smooth operation of the equipment;
- the full and detailed description of the commercial / standardised applications software to be used and the software to be developed (role, purpose, used technology, development tools, etc.);
- the methodology and scenarios of acceptance control (for equipment and systems) and the method for recording performance ratios of systems and applications;
- the design of interconnectivity and interoperability with third applications;
- the detailed Implementation Time Schedule of the Project, with provision for all deliverables and the required time of their control/acceptance

Phase Deliverables:

Deliverable 5 - Final Implementation Design (Design Freeze) Drawing up of acceptance documents.

Estimated duration: one (1) month (requires presence in Greece)

Deliverable on the 11th month after the end of Phase 4.

ANNEX II

Technical Specifications

The Contractor must describe at minimum the experience of the members of the project team and the methodological approach for the project, taking into consideration the phases and the object of the project, as described in Annex I hereof.

Considering the above, the requirements taken into consideration for the evaluation of the technical specifications are described in the following Table.

TABLE 1: Requirements that are taken into consideration for the evaluation of the Technical Offers

Serial No.	Characteristic	Minimum Required Performance	Reply	Reference
A.1	Experience of Project Team members in Specifications design and development: a) National satellite communication spectrum monitoring system SSMS and interface with the relevant national spectrum management system, or b) Ground satellite station for satellite communication networks, or c) Processing/evaluation of tenderers, installation and operational test systems referred to above.	YES		
A.2	Participation of team members in international fora for systems and methods of	YES		

Serial No.	Characteristic	Minimum Required Performance	Reply	Reference
	spectrum monitoring, preferably in SSMS.			
B.1	Descriptive presentation of the project's methodological approach: <ul style="list-style-type: none"> • Project approach concept • Success Critical factors 	YES		
B.2.	Distribution of man-time and project milestones	YES		

ANNEX III

STANDARD SOLEMN DECLARATION FORM [TEYA (SSDF)]

[Article 79 par. 4 Law 4412/2016 (A 147)]

Part I: Information related to the contracting authority and the award procedure

Provision of published information at the national level, which makes undisputed identification of the public procurement procedure possible:

A: Name, address and contact details of the Contracting Authority (CA)

- Name: [.....]
- Contracting Authority Central Online Register of Public Contracts Code: [.....]
- Mailing Address / City / Post Code : [.....]
- Responsible for information: [.....]
- Phone: [.....]
- Email: [.....]
- Internet address (website address): [.....]

B: Information on the contract award procedure

- Title or brief description of public contract (including the relevant CPV): [.....]
- Central Online Register of Public Contracts Code: [.....]
- The Contract pertains to services: [.....]
- Reference number assigned to the envelope by the Contracting Authority (if this exists): [.....]

ALL OTHER INFORMATION IN EACH SECTION OF THE TEYA (SSDF) MUST BE COMPLETED BY THE ECONOMIC OPERATOR

Part II: Information related to the economic operator

A: Information related to the economic operator

<i>Identification Details:</i>	<i>Response:</i>
Full Corporate Name:	[]
Tax ID Number (TIN): If no TIN exists in the country in which the economic operator is established, please indicate another national identification number, if required and if one exists	[]
Mailing address:	[.....]
Competent or responsible: Phone: Email: Internet address (website address) (if this exists):	[.....] [.....] [.....] [.....]
<i>General information:</i>	<i>Response:</i>
The operator is very small, small or medium-sized business?	
Where applicable, is the economic operator registered with an official directory/Register of approved economic operators or do they possess an equivalent certificate (e.g. under a national (pre)qualification system)?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not applicable
If yes: Please reply to the other parts of this section, to section B and, where required, to section C of this section, and in every case please fill in and sign Part VI. (a) Indicate the name of the directory or certificate and the relevant registration or certification number, where appropriate: (b) If the certificate of registration or certification is available online, please indicate: (c) Please indicate the supporting documents upon which the registration or certification is based and, where appropriate, the classification in the official directory ¹ :	(a) [.....] (b) (web address, issuing authority or organisation, exact document reference information): [.....] [.....] [.....] [.....] (c) [.....]

<p>(d) Does the registration or certification fulfil all the required selection criteria? If no: <u>Additionally, fill in the information that is missing in part IV, sections A, b:</u> (e) Will the economic operator be able to produce a certificate of payment of social security contributions and taxes, or provide information that will enable the Contracting Authority or contracting entity to obtain it directly by accessing a national database in any Member State where this is available for free? If the relevant documentation is available online, please indicate:</p>	<p>(d) <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>(e) <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><i>(web address, issuing authority or organisation, exact document reference information): [.....] [.....] [.....] [.....] [.....][.....][.....][.....]</i></p>
<p>How to participate:</p>	<p>Response:</p>
<p>Is the economic operator participating in the public procurement procedure jointly with other parties?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>If yes, please ensure that the other economic operators involved submit a separate TEYA (SSDF).</p>	
<p>If yes: (a) State the role of the economic operator in the group or consortium (head, responsible for specific duties ...): (b) Specify the other economic operators who are jointly participating in the public procurement procedure: (c) where appropriate, the name of the participating group or consortium</p>	<p>a) [.....] b) [.....] c) [.....]</p>
<p>Portions</p>	<p>Response:</p>
<p>Where appropriate, the section or sections for which the operator wishes to submit a tender.</p>	<p>[]</p>

B: Information related to the economic operator's legal representatives

Where appropriate, state the name and address of the person or persons responsible/authorised to represent the economic operator for the purposes of this public procurement procedure:

Representation, if any:	Response:
Name – surname followed by the date and place of birth, if required	[.....] [.....]
Position/Acting in the capacity of:	[.....]
Mailing address:	[.....]
Phone:	[.....]
Email:	[.....]
If necessary, please provide details about the representation (its forms, extent, purpose ...):	[.....]

C: Information related to reliance on the capacities by other OPERATORS

<i>Support:</i>	<i>Response:</i>
Does the economic operator rely on the capacities of other economic operators in order to meet the selection criteria set out in part IV below and (any) criteria and rules set out in part V below?	<input type="checkbox"/> Yes <input type="checkbox"/> No

If yes, please attach a separate TEYA (SSDF) form with the information required in accordance with Sections A and B of this part, and in accordance with Part III, for each of the operators concerned, duly completed and signed by their legal representatives.

It should be noted that the technical staff or technical services must be included, whether they belong directly to the economic operator's company or not, in particular those responsible for quality control.

Provided this is relevant to the special capacity or capacities upon which the economic operator relies, please include the information required, in accordance with Parts IV and V, for each economic operator.

D: Information related to subcontractors on whose capacity the economic operator does not rely

(This section is to be completed only if the relevant information is expressly required by the Contracting Authority)

<i>Subcontracting:</i>	<i>Response:</i>
The operator intends to entrust any part of the contract subcontract?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please list of the recommended subcontractors and the percentage of the contract they will undertake: [...]

If the Contracting Authority clearly requests this information (pursuant to Article 131 par. 5 or where the tenderer / candidate economic operator intends to assign to third parties, in the form of subcontracting, a portion of the contract exceeding 30% of the total value of the contract, in accordance with Article 131 par. 6 and 7, in addition to the information provided in this section, please provide the information required in accordance with Sections A and B of this Part and under Part III for each subcontractor (or category of subcontractors).

Part III: Grounds for exclusion

A: Grounds for exclusion relating to criminal convictions

Article 73 par. 1 set outs the following grounds for exclusion:

- 1. participation in a criminal organization;**
- 2. bribery;**
- 3. fraud;**
- 4. terrorist crimes or offences linked to terrorist activities;**
- 5. money laundering or the financing of terrorism;**
- 6. child labour and other forms of human trafficking.**

<i>Grounds related to criminal convictions:</i>	<i>Response:</i>
<p>Has the economic operator itself or any person who is a member of its administrative, management or supervisory body or has powers of representation, decision or control therein been the subject of a conviction by final judgement for one of the reasons listed above (points 1-6) or a conviction rendered at the most five years ago or in which an exclusion period set out directly in the conviction continues to be applicable?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><i>If the relevant documentation is available online, please indicate: (web address, issuing authority or organisation, exact document reference information): [.....] [.....] [.....] [.....] [.....][.....][.....][.....]ⁱⁱ</i></p>
<p>If yes, indicate: (a) Date of judgement, specifying to which of the points 1 through 6 it pertains and the reason or reasons for the conviction, (b) Please specify who has been sentenced []; (c) If set out directly in the judgement:</p>	<p>a) Date: [], Point-(s): [], Reason(s):[]</p> <p>b) [.....]</p> <p>(c) Duration of exclusion period [.....] and relevant point(s) []</p>

	<p><i>If the relevant documentation is available online, please indicate: (web address, issuing authority or organisation, exact document reference information):[.....][.....][.....][.....][.....][.....][.....][.....]</i></p>
<p>In the event of a judgement, has the economic operator taken measures to demonstrate their reliability despite the existence of a related reason for exclusion ("self-cleansing")?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>If yes, describe the measures taken:</p>	<p>[.....]</p>

B: Grounds relating to the payment of taxes or social security contributions

<i>Payment of taxes or social security contributions:</i>	<i>Response:</i>	
1) Has the economic operator fulfilled all obligations related to the payment of taxes or social security contributions , in Greece or in the country where they may be established?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
If not, please indicate: (a) Country or Member State concerned: (b) What is the sum in question? (c) How was the breach of obligations ascertained? 1) Through a judicial or administrative decision? - Is the decision in question final and binding? - Please indicate the date of conviction or issue of decision - In the event of a judgement, if specified directly therein, the length of the exclusion period: 2) by other means? Please specify: δ) Has the economic operator fulfilled their obligations either by paying taxes or social security contributions due, including, where applicable, accrued interest or penalties, or by entering a binding arrangement for their payment?	TAXES	SOCIAL SECURITY CONTRIBUTIONS
	a)[.....]. b)[.....] c.1) <input type="checkbox"/> Yes <input type="checkbox"/> No - <input type="checkbox"/> Yes <input type="checkbox"/> No -[.....]. -[.....]. c.2)[.....]; (d) <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please provide detailed information [.....]	a)[.....]. b)[.....] c.1) <input type="checkbox"/> Yes <input type="checkbox"/> No - <input type="checkbox"/> Yes <input type="checkbox"/> No -[.....]. -[.....]. c.2)[.....]; (d) <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please provide detailed information [.....]
<i>If the relevant documentation relating to the payment of taxes or social security contributions is available online, please indicate:</i>	<i>(web address, issuing authority or organisation, exact document reference information):</i> [.....][.....][.....][.....] [.....][.....][.....]	

C: Grounds related to insolvency, conflicts of interest or professional misconduct

<i>Information related to possible insolvency, conflicts of interest or professional misconduct</i>	<i>Response:</i>
<p>The operator has knowingly, in breach of its obligations in the areas of environmental, social and labour law?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, has the economic operator taken measures to demonstrate their reliability despite the existence of this reason for exclusion ("self-cleansing") <input type="checkbox"/> Yes <input type="checkbox"/> No If they have done so, please describe the measures taken: [.....]</p>
<p>Is the economic operator in any of the following situations:</p> <p>(a) bankruptcy, or (b) restructuring procedure, or (c) special liquidation, or (d) emergency management by a liquidator or by the Court, or (e) has been subject to arrangement proceedings, or (f) suspension of business activities, or (g) in any similar situation resulting from a similar procedure provided for in provisions of national law</p> <p>If yes:</p> <p>- Please provide details: - Specify the reasons for which the economic operator will be able to perform the contract, taking into account the applicable national legislation and measures related to the continuation of their business operations under these circumstances</p> <p>If the relevant documentation is available online, please indicate:</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>-[.....] -[.....]</p> <p><i>(web address, issuing authority or organisation, exact document reference information):</i>[.....][.....][.....][.....] [.....][.....][.....]</p>

<p>Is the economic operator guilty of grave professional misconduct?</p> <p>If yes, provide details:</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>[.....]</p> <p>If yes, has the economic operator taken any self-cleansing measures?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If they have done so, please describe the measures taken:</p> <p>[.....]</p>
<p>Has the economic operator entered into agreements with other economic operators aimed at distorting competition?</p> <p>If yes, provide details:</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>[.....]</p> <p>If yes, has the economic operator taken any self-cleansing measures?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If they have done so, please describe the measures taken:</p> <p>[.....]</p>
<p>Is the economic operator aware of any conflict of interest due to its participation in the procurement procedure?</p> <p>If yes, provide details:</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>[.....]</p>
<p>Has the economic operator or an associated business undertaken to unduly influence the decision making process of the contracting authority or contracting entity, to obtain confidential information that may confer upon it undue advantages in the procurement procedure or to negligently provide misleading information that may have a material influence on decisions concerning exclusion, selection or award?</p> <p>If yes, provide details:</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>[.....]</p>
<p>If the economic operator during the past twelve (12) months before expiry of the deadline for submission of the tenders of this Tender Procedure, it is linked in any contractual or other relationship with natural and/or legal entities which are</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>

<p>manufacturers, suppliers (<i>of software and/or hardware</i>) or integrators of Spectrum Monitoring Systems or with natural and/or legal entities linked to them.</p>	
<p>Has the economic operator demonstrated serious or repeated breaches in the execution of essential duties under a previous public contract, a previous contract with a contracting entity, or a previous concession contract, resulting in early termination of the previous contract, compensation, or other similar penalties; If yes, provide details:</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>[.....]</p> <p>If yes, has the economic operator taken any self-cleansing measures? <input type="checkbox"/> Yes <input type="checkbox"/> No If they have done so, please describe the measures taken: [.....]</p>
<p>Can the operator confirm that: a) it has not been found guilty of serious false declarations in providing information required for verification of the absence of grounds for exclusion or fulfilment of selection criteria, (b) it has not withheld this information, (c) it has been able, without delay, to submit the supporting documents required by a contracting authority, and (d) It has not undertaken to unduly influence the decision making process of the contracting authority or contracting entity, to obtain confidential information that may confer upon its undue advantages in the procurement procedure or to negligently provide misleading information that may have a material influence on decisions concerning exclusion, selection or award?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>

Part IV: Selection criteria

With regard to the selection criteria (sections A and B of this part), the economic operator declares that:

A: Economic and financial capacity

<i>Economic and financial capacity</i>	<i>Response:</i>
<p>1a) The economic operator's ("general") annual turnover for the number of financial years required by the relevant Notice or invitation, or in the contract documents:</p> <p>and/or,</p> <p>1b) The economic operator's average annual turnover for the number of financial years required by the relevant Notice or invitation, or in the contract documents is as follows:</p> <p><i>If the relevant documentation is available online, please indicate:</i></p>	<p>year: [.....] turnover: [.....] [...] currency</p> <p>year: [.....] turnover: [.....] [...] currency</p> <p>year: [.....] turnover: [.....] [...] currency</p> <p>(Number of years, average turnover): [.....],[.....][...]currency</p> <p><i>(web address, issuing authority or organisation, exact document reference information):[.....][.....][.....][.....] [.....][.....][.....]</i></p>
<p>2a) The economic operator's annual ("special") turnover in the business sector covered by the Contract and specified in the relevant Notice or invitation, or in the contract documents, for the number of years required is as follows:</p> <p>and/or,</p> <p>2b) the economic operator's average annual turnover in the sector and for the number of years required in the relevant Notice or invitation, or in the contract documents, is as follows:</p> <p><i>If the relevant documentation is available online, please indicate:</i></p>	<p>year: [.....] turnover: [.....][...] currency</p> <p>year: [.....] turnover: [.....][...] currency</p> <p>year: [.....] turnover: [.....][...] currency</p> <p>(number of years, average turnover): [.....],[.....][...] Currency</p>

	<p><i>(web address, issuing authority or organisation, exact document reference information):[.....][.....][.....][.....]</i> <i>[.....][.....][.....]</i></p>
<p>3) If the information related to the turnover (general or specific) is not available for the entire period required, please indicate the date on which the economic operator was established or commenced operations:</p>	<p>[.....]</p>

B: Technical and professional capacity

The operator must provide information only when the relevant selection criteria have been set out by the Contracting Authority in the relevant Notice or invitation, or in the contract documents referred to in the Notice.

<i>Technical and professional capacity</i>	<i>Response:</i>								
<p>1) During the reference period, the economic operator has provided the following main services of the type specified: When drawing up the list, please indicate the amounts, dates and recipients, whether public or private:</p>	<p>Number of years (this period is specified in the relevant notice or invitation or in the contract documents referred to in the notice): [.....]</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <thead> <tr> <th style="text-align: left; padding: 2px;">Description</th> <th style="text-align: left; padding: 2px;">amounts</th> <th style="text-align: left; padding: 2px;">dates</th> <th style="text-align: left; padding: 2px;">recipients</th> </tr> </thead> <tbody> <tr> <td style="height: 20px;"> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Description	amounts	dates	recipients				
Description	amounts	dates	recipients						
<p>2) The economic operator may call upon the following technical staff or the following technical services, especially those responsible for quality control:</p>	<p>[.....]</p> <p>[.....]</p>								
<p>3) The economic operator uses the following technical facilities and measures for ensuring quality and its study and research facilities are as follows:</p>	<p>[.....]</p>								
<p>4) For complex products or services to be supplied or, exceptionally, for products or services which are required for a special purpose: Will the economic operator will allow checks to be conducted on the production capacities or the technical capacity of the economic operator and, where necessary, on the means of study and research which are available to it and on the quality control measures?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>								
<p>5) The following academic and professional qualification titles are available from: (a) the service provider or contractor themselves, and/or (depending on the requirements set out in the relevant</p>	<p>a)[.....]</p>								

invitation or Notice or in the contract documents) b) its managerial staff:	b) [.....]
6) The economic operator's average annual manpower and the number of managerial staff for the last three years were as follows:	Year, average annual manpower: [.....], [.....] [.....], [.....] [.....], [.....] Year, number of managerial staff: [.....], [.....] [.....], [.....] [.....], [.....]
7) The economic operator shall have the following machines, facilities and technical equipment at their disposal for performance of the Contract:	[.....]
8) the economic operator intends to subcontract to third parties the following portion (i.e. percentage) of the Contract:	[.....]

Part V: Final declarations

I, the undersigned, formally declare that the information stated under Parts I - IV above is accurate and correct, and that I am fully aware of the consequences in the event of serious misrepresentation.

I, the undersigned, officially declare that I am in a position, upon request and without delay, to provide the certificates and other forms of documentation referred to, unless if:

a) The contracting authority has the capability of obtaining the supporting documentation concerned directly by accessing a national database in any Member State that is available free of charge.

b) the contracting authority or already possesses the documentation concerned.

I, the undersigned formally consent to. [identify the contracting authority or contracting entity as set out in Part I, Section A], gaining access to documents supporting the information, which has been provided in [identify the Part/Section/Point(s) concerned] of this Standard Solemn Declaration Form to be specified for the purposes of... [identify the procurement procedure: (summary description, reference of publication in the Official Journal of the European Union, reference number)].

Date, place and, where necessary, signature(s): [.....]

ANNEX IV

Specimen financial offer

Form 1

To the EETT

Dear Sirs,

....., as the legal representative of the company / joint venture / group / union / partnership with the name..... I declare that I have taken full cognisance of the Notice of Tender and the annexes thereto, which I accept unreservedly, and I declare that the company / joint venture / group / union / partnership, if declared Contractor, is capable of fulfilling the obligations within the time limits specified in the Contract, and in accordance with the terms thereof. To that end, we hereby offer the lump sum amount of

.....euros (in numerals)

.....euros (in words)

and as man-hour cost the amount of

.....euros (in numerals)

.....euros (in words)

in the framework of the tender procedure for the selection of a Contractor for the project **"Provision of Consulting Services to EETT with regard to the notice for an open International Online Tender for the project "Satellite Spectrum Monitoring System"**.

The above sum shall remain firm and fixed during the entire validity of the contract and shall include every type of expense, tax, tariff, deductions, the Contractor's profit, etc. It shall only exclude the VAT on invoices issued to the Contracting Authority.

Yours faithfully,

..... (date)

Signature

(Legal representative + seal of Company / Joint venture / Grouping)

Form 2

EMPLOYMENT AND CHARGES

Serial No.	Names of members of project team	Level of Experience	Post within project team	Charge per man-hour	Man-hours per Section of Project				Total man-hours	Total charge per member of the project team
					Φ1	Φ2	Φ3	Φ4		
1										
2										
3										
...										
TOTAL										

These prices include all staff expenses and the cost of travel to and from their normal place of work. The sum of the amounts shown in the column entitled 'Total charge per member of the project team' must equal the amount stated on Form 1 as the Candidate's offer for the project.

Yours Faithfully,

..... (date)

Signature

(Legal representative + Company seal

Company / Consortium/ Partnership)

Annex V

Templates of Letters of Guarantee

1. Participation Bond

ISSUER.....

Date of issue.....

To: NATIONAL TELECOMMUNICATIONS AND POST COMMISSION (EETT)

60 Kifissias Ave.

15125 Maroussi

Our bond No. for one thousand six hundred euro (€1,600.00)

1. With this bond we hereby inform you that we expressly, irrevocably and unreservedly guarantee, waiving the right of discussion, in favour of

{In case of single company: Company street number ... Postal Code.....,}

{or in case of Grouping or Joint Venture: of companies

a)..... street..... number.....Postal Code.....

b)..... street..... number.....Postal Code.....

c)..... street..... number.....Postal Code.....

members of the Grouping or Joint Venture, individually for each and jointly and severally liable between them under their capacity as members of the Grouping or Joint Venture},

and up to the amount of one thousand six hundred euros (€1,600.00), for participation in the tender procedure conducted by the National Telecommunications Commission (*fill in the date of the tender procedure*)..... with subject: @Provision of Consulting Services to EETT with regard to the Notice of an Open International Online Tender for the project: "Satellite Spectrum Monitoring System (SSMS)", in accordance with the terms and conditions set out in the notice, which we are fully aware of.

2. This bond covers, throughout its term of effect, only the obligations arising from participation in the above Tender procedure

{In case of single company: of this Company.}

{or in case of Grouping or Joint Venture: members of the Grouping or Joint Venture, individually for each and jointly and severally liable between them under their capacity as members of the Grouping or Joint Venture},

3. This amount of the bond will be held at your disposal, which we must pay to you by your statement alone in whole or in part, without any objection or plea on our part and without examining whether your claim is well-founded or not, within five (5) days from notification in writing provided to us.

4. The guarantee that is provided according to the above applies up to(**9 months from the end date of submission of offers**). Until then, we remain responsible for the immediate payment of the guarantee amount to you.

We agree to extend the effect of the bond following a simple statement from you on condition that your request is submitted to us before the expiry date.

5. Should this guarantee be forfeited, the forfeited amount shall be subject to standard stamp duty rates applicable from time to time.

6. We hereby certify that all effective Bonds/Letters of Guarantee of our Bank which have been granted to the State, to Legal Persons governed by public law and Legal Persons governed by private law, including this one, do not exceed the limits set out by law for our Bank.

Yours Faithfully,

.....NAME OF BANK.....

.....AUTHORISED SIGNATURES.....

2. Performance Bond

ISSUER.....

Date of issue.....

To: NATIONAL TELECOMMUNICATIONS AND POST COMMISSION (EETT)

60 Kifissias Ave.

15125 Maroussi

Our bond No. for euro

1. With this bond we hereby inform you that we expressly, irrevocably and unreservedly guarantee, in favour of

{In case of single company: Company street Number Postal Code}

{or in case of Grouping or Joint Venture: of companies

a) street number Postal Code

b) street number Postal Code

c) street number Postal Code

.....

members of the Grouping or Joint Venture, individually for each and jointly and severally liable between them under their capacity as members of the Grouping or Joint Venture},

and up to the amount of euro, for the good performance of contract number which relates to the tender procedure of (fill in the date of the tender procedure) with subject the " "Provision of Consulting Services to EETT with regard to the Notice of an Open International Online Tender for the project "Satellite Spectrum Monitoring System (SSMS)"

2. We expressly and unreservedly waive the explicit right of discussion of the right of raising against you all pleas of primary debtor, including non-personal pleas and those deriving from Articles 852 - 855, 862 - 869 of the Civil Code, as well as our rights that may arise from these Articles.

Should you decide, at your absolute discretion, that has failed to meet its obligation described in point (1) above, we hereby declare that we undertake the express obligation to pay the amount of the bond in part or in whole, without any objection, according to your instructions and within 5 days from the date of request.

3. No authorisation, action, or consent on behalf ofshall be required for the payment of said bond, nor shall any objection or reservation or recourse to arbitration or courts on its behalf requesting non-forfeiture of the bond or that it be subject to court sequestration be taken into account.

4. Moreover, we hereby declare that this guarantee shall remain in full force until this bond is returned to us, together with a written declaration that we are released from said guarantee. Until then, we remain responsible for the immediate payment of the bond amount to you.

5. Should this bond be forfeited, the forfeited amount shall be subject to standard stamp duty rates applicable from time to time.

6. We hereby certify that all effective Bonds of our Bank which have been granted to the State, to Legal Persons governed by public law and Legal Persons governed by private law, including this one, do not exceed the limits set out by law for our Bank.

Yours Faithfully,

.....NAME OF BANK.....

.....AUTHORISED SIGNATURES.....

ANNEX VI

Contract Draft

Between

NATIONAL TELECOMMUNICATIONS AND POST COMMISSION (EETT)

and

«XXXXXXXXXXXX»

For the project titled:

"Provision of Consulting Services to EETT with regard to the Notice of an Open International Online Tender for the project: "Satellite Spectrum Monitoring System (SSMS)"

Maroussi,

In Maroussi today, on the _____ 2019, the following contracting parties:

1. The Hellenic Telecommunications & Post Commission (EETT), with registered office in Maroussi, Attica, at 60 Kifisias Avenue 60, Postal Code 151 25, duly represented by its Chairman, Mr. Professor Mr. Konstantinos Masselos (hereinafter referred to as "EETT") and

.....with corporate name ".....", with registered office in....., at Street., Postal Code, duly represented by virtue of... .. by (hereinafter referred to as "the Contract"), agreed upon and mutually accepted the following:

Article 1
Scope

1.1 The object of the contract is the performance of the Project "Provision of Consulting Services to EETT with regard to the Notice of an Open International Online Tender for the project: "Satellite Spectrum Monitoring System (SSMS)" as set out in particular in the Tender Notice, this contract and the Contractor's offer.

With the contract the EETT assigns and the Contractor undertakes the performance of the Project, in line with the terms and conditions hereof, and to provide, without additional fee, all types of services required for the correct fulfilment of its obligations, according to the contract, the Notice and the other Tender documents, and according to the technical characteristics and prices set out in its Offer.

A detailed description of the scope of the Contractor's services and a list of the Deliverables is provided in Annex of the relevant Tender Notice, which will also serve as an Annex to the Contract.

1.2 Even if not expressly referred to in the Contract, the Project also includes:

1.2.1 All supplementary or ancillary works, which due to their subject are related to the Project or which, at reasonable judgement, are necessary or useful, for the timely and appropriate completion of the Project, according to common experience and honest market practices or according to the special circumstances related to the performance of the Project.

1.2.2 All supplementary or ancillary works which will be required for addressing all issues and problems that may arise during or due to the performance of the Project or due to the project, in particular before a judicial or administrative or other authority, provided this becomes necessary after the performance of the Project and at the opportunity of the project.

1.3 Definitions - Abbreviations

The following terms are an integral part of this contract and have the meaning provided below:

<i>Notice</i>	The Tender Notice for the selection of a Contractor for performance of the Project "Provision of Consulting Services to EETT with regard to the Notice of an Open International Online Tender for the project: "Satellite Spectrum Monitoring System (SSMS)"
<i>Contractor:</i>	The Natural or Legal Person or Joint Venture or grouping or partnership to which the Tender for the Project was awarded.
<i>Parties</i>	The herein contracting parties where referred to jointly.
<i>TAM</i>	Project Monitoring and Acceptance Team (the Project Monitoring and Acceptance Committee)
<i>Project</i>	The result of the work of the Contractor which it will produce by virtue of the Contract and will be delivered to the EETT, as described in the Notice and the Contract.
<i>Fee</i> <i>Contractual</i> <i>Price</i>	The amount which the Contractor will receive as the sole and total fee for performance of the Project.

1.4 Institutional framework

The award and performance of the contract shall be governed by the applicable laws and the regulatory acts under the authorisation of such laws, as in force, and in particular:

- Law 4412/2016 (Government Gazette 147/A/2016) "*On Public Procurements of Works, Supplies and Services Contracts (adaptation to Directives 2014/24/ EU and 2014/25/EC)*", and in force;
- Law 4070/2012 (Government Gazette 82/A/2012) "*Regulations of Electronic Communications, Transport, Public Works and other provisions*", as in force;
- Law 4354/2015 (Government Gazette 176/A/2015) "*Management of non-performing loans, salary adjustments and other urgent matters for the implementation of the budgetary targets and structural reforms agreement*", as currently in force after amended in particular by Article 13(9) of Law 4463/2017 (Government Gazette 42/A/2017) "*Measures to reduce costs for the installation of high-speed electronic communications – Harmonization of legislation to Directive 2014/61/EU and other provisions*";
- Law 4314/2014 (Government Gazette 265/A/2014) "*A) On the management, control and implementation of development interventions for the 2014–2020 program period, B) Incorporation of Directive 2012/17 of the European Parliament and the Council of 13 June 2012 (OJ L 156/16.6.2012) into Greek law, amendment of Law 3419/2005 (A' 297) and other provisions*";
- Law 4270/2014 (Government Gazette 143/A/2014) "*Authorities of fiscal management and supervision (incorporation of Directive 2011/85/EU) – public accounting and other provisions*", as in force,
- Law 4250/2014 (Government Gazette 74/A/2014) "*Administrative Simplifications - Cancellations, Mergers of Legal Entities and Services of the Public Sector - Amendment of*

Provisions of P.D. 318/1992 (GG A'161) and other regulations", as currently in force, and in particular the provisions of Article 1,

- Paragraph G of Law 4152/2013 (Government Gazette 107/A/2013) "*Adaptation of Greek laws to Directive 2011/7 of 16.2.2011 on combating late payment in commercial transactions*",
- Law 4013/2011 (Government Gazette 204/A/2011) "*Establishment of Single Independent Public Procurement Authority and Central Electronic Public Procurements Registry – Replacement of sixth chapter of Law 3588/2007 (bankruptcy code) – Consolidation procedure preceding bankruptcy and other provisions*", as currently in force,
- Law 4155/2013 (Government Gazette 120/A/2013) "*National System of Electronic Public Procurements and other provisions*", as in force,
- Law 3861/2010 (Government Gazette 112/A/2010) "*Strengthening transparency by the obligatory posting of laws and acts of the governmental, administrative and self- administrative bodies on the internet on "Clarity Program" (Diavgeia) and other provisions*",
- Law 2859/2000 (Government Gazette 248/A/2000) "*Ratification of Value Added Tax Code*",
- Law 2690/1999 (Government Gazette 45/A/1999) "*Ratification of Code of Administrative Proceedings and other provisions*", and in particular Articles 7 and 13 through 15,
- Presidential Decree 28/2015 (Government Gazette 34/A/2015) "*Codification of provisions for access to public documents and information*",
- Presidential Decree 80/2016 (Government Gazette 145/A/2016) "*Undertaking of obligations by Authorising Officers*",
- Presidential Decree 39/2017 (Government Gazette 64/A/2017) "*Regulation for the examination of Preliminary Appeals before the Authority for the Examination of Preliminary Appeals*",
- Presidential Decree 387/2002 (Government Gazette 335/A/2002) "*Internal Structure of the National Telecommunications and Post Commission (EETT), qualifications and method of selection of supervisors and relevant provisions*"
- Decision No. 137675/EYΘY1016/19-12-2018 (Government Gazette 5968/B/31-12-2018) of the Deputy Minister of Economy and Development "*Replacement of Ministerial Decision No. 110427/EYΘY/1020/20.10.2016 (GG B' 3521) titled "Amendment and replacement of Ministerial Decision No. 81986/EYΘY712/31.7.2015 (Government Gazette B' 1822) "National regulations of eligibility of costs for the NSRF 2014-2020 programs - Checks of legality of public contracts of co-funded NSRF 2014-2020 acts by Management Authorities and Intermediary Bodies - Procedure of objections on act evaluation results"*",
- Decision No. Π1/2390/16-10-2013 (Government Gazette 2677/B/2013) of the Minister of Development and Competition "*Technical details and procedures of operation of the National Electronic Public Procurement System (Ε.Σ.Η.ΔΗ.Σ.)*",
- Joint Ministerial Decision Π1/2380/18-12-2012 (Government Gazette 3400/B/2012) Joint Ministerial Decision "*Regulation of specific issues relating to the operation and management of the Central Electronic Register for Public Contracts of the Ministry of Development Competitiveness, Infrastructure, Transport and Networks*",
- Decision No. 57654/22-05-2017 (Government Gazette 1781/B/2017) of the Minister of Economy and Development "*Regulation of specific issues relating to the operation and management of the*

Central Electronic Register for Public Contracts (ΚΗΜΔΗΣ) of the Ministry of Economy and Development",

- Decision No. 56902/215/19-05-2017 (Government Gazette 1924/B/2017) of the Minister of Economy and Development *"Technical details and procedures of operation of the National Electronic Public Procurement System (Ε.Σ.Η.ΔΗ.Σ.)"*,
- Presidential Decree 39/4-05-2017 *"Regulation for the examination of Preliminary Appeals before the Authority for the Examination of Preliminary Appeals"*,
- Decision No. 1191/14-03-2017 (Government Gazette 969/B/2017) of the Ministers of Justice, Transparency and Human Rights and Finance *"Determination of time, method of calculation of the process for the withholding and payment of the 0.06% withholding in favour of the Preliminary Appeal Examination Authority (Α.Ε.Π.Π.), and of the other details of the implementation of paragraph 3 of Article 350 of Law 4412/2016 (Α' 147)."*
- Joint Ministerial Decision 62189/2001 *"Regulation for the Economic Management of the EETT"* (Government Gazette 1391/B/2001),
- EETT Decision no. 237/84/2001 (Government Gazette 1701/B/2001) *"Regulation for the Management of EETT Expenditure and Provision of related Authorisations"*, as in force.
- EETT Decision no. 797/27/2-02-2017 *"Approval of Standardised Forms of Proposals for the Incorporation of Projects in Operational Programme "Competitiveness, Entrepreneurship, Innovation 2014-2020" of the NSRF"*,
- Decision No. 1575/520A1/13-03-2019 of the Monitoring Committee of Operational Program "Competitiveness, Entrepreneurship, Innovation 2014-2020" for the approval, through the 38th Written Process, of the Amendment of the Action Specialisation Sheets and the Methodology & Evaluation Criteria and Selection of Actions in the framework of Investment Priorities 1b, 2a and 2b of Operational Programme "Competitiveness, Entrepreneurship, Innovation 2014-2020" and in particular item 3: "Amendment to Action Specialisation Sheet with code No. 01-2b-1.2-10 and title "Development of Infrastructure and Array of Microsatellites for the support of public administration and entrepreneurship through the electronic communications sector".
- The amended Specialisation Sheet of "Action 01-2b-1.2-10 Development of Infrastructure and Array of Microsatellites for the support of public administration and entrepreneurship through the electronic communications sector" and in particular Action 2 thereof on the subject of "Satellite Spectrum Monitoring System (SSMS)".
- Invitation 082 of the Special Secretariat for the Management of Sectoral Operational Programmes of the European Regional Development Fund and the Cohesion Fund with Ref. No. 1712/285/A2/19-03-2019 (Α/Α ΟΠΣ 2447) and the subject of "SUBMISSION OF PROPOSALS AT THE OPERATIONAL PROGRAMME "Competitiveness Entrepreneurship and Innovation" PRIORITY AXIS: 01 "Development of entrepreneurship with Sectoral Priorities" 01Σ "Development of entrepreneurship with Sectoral priorities (Central Greece, South Aegean)" which is co-funded by the European Fund of Regional Development (EFRD) with title "Satellite Spectrum Monitoring System (SSMS)" [ΑΔΑ Νο.: ΩΓΜ6465ΧΙ8-ΧΒΡ], and its attachments (ref. no. EETT: 10445/19-3-19),
- The regulatory acts issued in execution of the above laws, the other provisions expressly referred to or arising from the provisions of the contractual documents hereof, and all the provisions of the insurance, labour, social, environmental and taxation law governing the award and performance of this contract, even if not expressly referred to above.

- Any other legislative, regulatory or other provision, approval or other decision by a competent body related to this Project and the relevant Notice.

Article 2 **Contract Effective Term**

2.1 The effective term of this contract is twenty eight (28) months. The contract enters into effect and produced legal results as of the date of its signing. The contract expires when all of the Contractor's obligations have been met in full and the final acceptance and good performance report has been issued by the EETT's Monitoring and Acceptance Committee.

2.2 Regardless of its total duration, the Project shall not be considered completed if the obligations of the Contractor are not performed in full, based on the contract.

2.3 The total duration of the contract may be extended after a justified decision of the EETT up to 50% thereof, following a relevant request of the MAT submitted before the expiry of its duration, in objectively justified cases that are not the fault of the Contractor. If the overall duration of the contract expires, without a request for extension being submitted in time or, if the extended duration expires, according to the above, without submitting to the EETT the Deliverables of the contract, the Contractor is declared in forfeit. If the services are provided at the fault of the Contractor after expiry of the duration of the contract, and up to the expiry of the time of the extension granted, penalties are imposed against it, in accordance with Article 218 of Law 4412/2016 and Article 19 hereof.

Article 3 **Fee - Terms of payment**

3.1 The Contractor's fee amounts to thousand (€.....) euros, plus the corresponding VAT, which, where required, is borne by the EETT, based on its submitted financial offer.

3.2 This fee is the only and total contractual consideration which the Contractor is entitled to for the appropriate, complete and timely performance of the Project, and for the faithful and timely fulfilment of all the main and ancillary obligations, responsibilities and guarantees, according to the provisions, specifications and terms of the Contract.

3.3 The fee, with the exception of the Value Added Tax, which the EETT pays, includes all the expenses and costs which, directly or indirectly arise from or are related to the Project and which are required for the appropriate performance of the Project, according to the requirements of the Contract, such as:

3.3.1 All types of taxes, duties, withholdings for third parties, general expenses, stamp duty fees, and every other legal or other contribution, as in force, on the date of the signing of the Contract.

3.3.2 All types of expenses (e.g. travel, transport, accommodation and board expenses of foreign staff in Greece, etc.), expenses for offices, translations, vehicles, expenses for the promotion of the Project (printed material, seminars, etc.), fixed expenses, all types of obligations to third parties (subcontractors, agents, specialised consultants, etc.) in the framework of performance of the Project.

3.3.3. Wages, salaries, gifts, insurance contributions, supplies, fines, penalties, debts, overtime, expenses for replacement of staff, permits, and in general any other charges.

3.3.4. The contractor's benefit and the general expenses of the Contractor.

3.4 The Contractor expressly guarantees the accuracy of the budget and its calculations, based on which it submitted its offer for the Project and the fee was agreed, and waives any right to request the adjustment of this fee for any reason and cause. It is indicatively mentioned that they do not constitute reason for revision of the fee:

3.4.1. The increase in the cost of the Project, the expenses of the Contractor, the cost of employment, the change in the currency exchange rates or in general the adjustment in the services or products which the Contractor will use for the performance of the Project,

3.4.2 The ascertainment that for the appropriate performance of the Project more or different resources are required (human resources, time of employment, infrastructure, equipment), in comparison with the data which the Contractor based its offer on.

3.4.3 The general change in the conditions of the performance of the Project,

3.4.4 Any other related circumstance.

3.5 Reference is made that the possibility of changes, such as the above and the risks they entail, have already been taken into consideration by the Contractor, when drawing up its offer, and have already been incorporated in the fee, considering the experience of the Contractor in the performance of similar projects and in the calculation of the relevant risks of the Project. In any case, the Contractor waives in advance expressly and unreservedly any right arising from these provisions and any other relevant provision of the law.

3.6 By way of exception of the above, the fee is subject to a revision exclusively in the following cases:

3.6.1 Where the duration of the performance of the Project extends for a period which cumulatively exceeds ninety (90) days for reasons of the fault of the EETT (default in the fulfilment of its obligations that may result in an extension of the deadlines provided for in the schedule) or the exercise of the rights of the EETT (suspension of works, according to Article 13 hereof). In this case:

3.6.1.1 The part of the fee that corresponds to the part of the Project that remains unperformed on the lapse of the 80th day of the above extensions is adjusted.

3.6.1.2 An adjustment of the above part of the fee is reasonably made following an agreement of the parties, at a percentage however which cannot exceed the change in the consumer price index of the month of adjustment, compared to the corresponding month of the previous year (simple 12-month change), as calculated by the National Statistical Service of Greece.

3.7 All partial payments will be considered advances, in the sense that the final accounting and settlement of all accounts will be made only upon the final acceptance of the Project by the EETT.

3.8 In every payment to the Contractor against the fee, the EETT will withhold every amount provided for by the tax laws depending on the case, such as income tax, freelancer tax and other withholdings.

3.9 The supporting documents required for the payment of the contractual fee are those provided for in Article 200 of Law 4412/2016.

3.10 In case of default of the EETT, of more than 60 days in any payment to the Contractor, the Contractor is entitled to terminate the Contract, in accordance with the provisions hereof.

3.11 General Exemption of the EETT - Waiver of the Contractor: Acceptance by the Contractor of the final payment for the Project, according to the Contract, constitutes irrefutable evidence and results in the general exemption of the EETT and waiver by the Contractor of any claim or demand against the EETT and its assets, as well as against the legal representatives and staff of the EETT, arising from or in any way related to the Contract and the Project.

Article 4 **Contract and Contract Documents**

4.1 The Contract consists of the contract documents which are attached to it as integral parts, as listed below, and which are fully incorporated in it, constituting a single, integral and indivisible part thereof, so that the Contract and the contract documents form the exclusive and overall agreement between the parties:

4.1.1 The Contract with its annexes,

4.1.2 The Decision on the award of the Tender;

4.1.3 The Tender Notice with its annexes.

4.1.5 The Contractor's Financial Offer

4.1.6 The Contractor's Technical Offer.

4.2 These contractual documents are interpreted in good faith and complement each other, for the more complete and best performance of the Project and the assurance of the optimum result for the EETT. However, in case of a contradiction or discrepancy, they are implemented and apply in the order of priority in which they are presented above.

4.3 With regard to matters not specifically regulated by the Contract, it is hereby agreed that the provisions of the Hellenic Civil Code shall also apply.

4.4 The Contractor repeats and unreservedly assures that with its participation in the Tender Procedure and/or the general procedure of award that preceded the signing of the Contract, it has fully and unreservedly accepted the terms and conditions set out in the Tender Notice and the documents that accompany it.

4.5 In any case, the Contractor hereby unreservedly waives its right to contest or dispute, in any manner and for any reason, any provision or term included in the above texts.

Article 5 **Relations of Parties**

5.1 The Contractor runs an independent business, transacts with third parties in its own name and on its own behalf, and as a result, the EETT does not incur liabilities of the Contractor against any third party, such as, indicatively and not exclusively, the authorities, its partners, employees or agents, even if these obligations are directly or indirectly related to the performance of the Project.

5.2 The Contractor does not have the right to carry out actions in the name of the EETT and in general to bind it towards third parties, in any manner and for any reason. By way of exception, the EETT

may grant to the Contractor an order or authorisation to carry out specific acts related to the Project. Such order or authorisation will be granted and demonstrated exclusively with a document by the competent body of the EETT which has the legal power of its representation.

5.3 It is agreed and expressly stated that the Contractor is not linked to the EETT with a relationship of agency, representation or dependent employment; the Contractor agrees that will not mislead anyone, in a manner that creates the wrong impression that it has been granted such power by the EETT.

5.4 In the event that the successful tenderer is a grouping/joint venture, etc., the members of the grouping/joint venture, shall be jointly and entirely responsible vis-à-vis the contracting authority to fulfil all their obligations arising from the Notice. Any existing agreements between them on the distribution of responsibilities apply only to their own internal relations and, in any case, cannot be invoked against the EETT as a reason for exemption of a Member from the duties and responsibilities of the other the other members for the completion of the project.

5.5 If the Contractor is a grouping/consortium and during the performance of the contract any of the members of the grouping/consortium, due to incapability for any reason **or** due to force majeure, cannot meet its obligations, the other members continue to be liable to complete the contract on the same terms and conditions.

Article 6 **Contractor Obligations**

6.1 The Contractor will perform the Project and fulfil all its main and ancillary obligations arising from the Contract and its overall legal relationship with the EETT, in accordance with the rules of science and art and the required care, capability and diligence of a specialised professional, in accordance with the recognised professional standards. It will also perform the related works, in a professional and practical manner, in order to achieve the goals of the Contract.

6.2 The Contractor shall be exclusively responsible for the correctness, completeness and suitability of the Project and its works, considering that according to its statement it has the relevant experience and the appropriate qualifications, the necessary equipment, the required organisation, adequate human resources and financial resources for the timely, complete, appropriate and unobstructed performance of the Contract.

6.3 The Contractor hereby guarantees, without limitation and independently of the existence of any fault on its part or not, that the Project and its deliverables:

6.3.1 Will have the agreed properties arising from the Contract.

6.3.2 Will be free of any legal defect. Such means, indicatively and not exclusively, the existence of rights of intellectual or industrial third-party property rights, the restrictions to the use of the deliverables by the Contractor, etc.

6.4. The Contractor of this project cannot participate itself as a candidate or be connected under any legal form with the candidate economic operators that will participate in the Project tender: "Satellite Spectrum Monitoring System (SSMS)"

Article 7 **Monitoring and Acceptance Team**

7.1. A Monitoring and Acceptance Team (MAT) is set up for monitoring and accepting the object hereof by the EETT, in accordance with par. 11(d) of Article 221 of Law 4412/2016.

7.2 More specifically, the MAT shall invite, among others, the Contractor to present the progress in the implementation of the Contract, and will request explanations and clarifications, convey the relevant instructions and directions of the EETT and shall receive the deliverables of the project. The MAT, after the appropriate fulfilment of all the Contractor's obligations, will grant the report of final acceptance and proper performance of the terms hereof.

7.3 An efficient collaboration between the Contractor and the EETT is required throughout the duration of the performance of the scope Project. This collaboration also requires regular meetings between the Contractor and the MAT. During these meetings, the Contractor, among other things, will brief the EETT with regard to the progress of the Project and discuss any problems or issues of the Project that need to be addressed or handled, presenting and analysing the various proposals and/or control methods, which it chooses or recommends. The meetings will be scheduled and organised by the EETT, through the MAT, in agreement with the Contractor and will take place at the EETT's offices or anywhere else where the EETT may stipulate. The EETT may also call unscheduled meetings when it deems it necessary.

7.4 Throughout the term of the Contract, the Contractor must provide to the EETT support services in matters related to the subject hereof.

7.5 The EETT is entitled to have full and substantial information on the progress in the performance of the Project, and on all matters related to it. In this context, the Contractor must:

7.5.1 Draw up the reports of submission of the deliverables of the Project and submit them to the MAT.

7.5.2 To reply in writing to the questions made in writing (including the questions addressed via email) by the Monitoring and Acceptance Team, within the time frame set out in the relevant questions, and in the absence thereof, within 3 working days. The Contractor's answer may be provided via email, which receives a registry number from the EETT, unless the submitted questions stipulates differently.

7.6 In addition to the above, the MAT is entitled to address in writing reasonable orders to the Contractor for the performance of the Project, in the form of instructions, suggestions, comments, guidelines, etc. The Contractor must implement all orders of the MAT and fully comply with them, unless they contradict any term of the Contract. The Contractor must evaluate the content of the orders it receives from the MAT and, if it deems it appropriate or necessary, express opinions on them.

7.7 Should the execution of a specific order of the MAT result, according to the Contract, in a time delay or financial encumbrance, the Contractor will notify the EETT in writing, within an exclusive 2-day deadline after receipt of the order, and will execute the order only following the written approval of the MAT. Should the Contractor fail to act within the above deadline, it is presumed that the order will be executed without any added cost and within the time frame of the Project.

7.8 Where the Contractor raises objections on the substantial content of these orders or deems that they will negatively affect the results of its work and the quality or particularities of the Project, it must express, without delay and in writing, these objections, without however being released of the obligation to comply.

7.9 In the case where the Contractor refuses or omits to comply with the above orders of the MAT, the EETT is entitled, at its discretion, to terminate the Contract at the fault of the Contractor, due to a violation of a term of the Contract on the part of the Contractor. Alternatively, provided that this is technically and actually feasible and on the condition that, otherwise, the smooth and appropriate performance of the Project is ensured, the EETT will perform itself or assign to a third party the relevant works, charging the corresponding cost or expense to the Contractor.

7.10 The supervision of the EETT and its collaboration with the Contractor, in the framework of the performance of the Project, does not release the Contractor from the exclusive responsibility, for the complete, timely and appropriate fulfilment of its main and incidental contractual responsibilities. The Contractor is released only from the liability that may arise from the implementation of the orders of the MAT, for which it expressed objections, according to Article 7.8 hereof.

7.11 Without prejudice to Articles 7.7 and 7.9 hereof, the procedure of supervision described above and the forwarding of orders to the Contractor, does not justify an amendment to the deadlines for performance of the Project (partial or overall) and the general schedule, or a change in the fee.

7.12 Acceptance of the Deliverables will be carried out according to the following procedure:

7.12.1 The Contractor submits each Deliverable, within the time frame set out in Annex I of the Notice.

7.12.2 The EETT, via the MAT, either approves and receives the Deliverable, or notifies the Contractor in writing, about its comments on the content of the Deliverable, within ten (10) business days from its delivery.

7.12.3 When the deadline of the previous paragraph elapses and no action has been taken, without the EETT, through the MAT, notifying the Contractor about comments for the specific Deliverable, under no circumstance does it result in, nor can it be considered as its silent acceptance by the EETT.

7.12.4 The comments of the MAT on the Deliverable may include:

7.12.4.1 A record of the omissions, errors, etc., in its content, in relation to the corresponding specification of the Notice document hereof and of the Contract. In this case, the Contractor must resubmit the Deliverable with the ascertained shortages filled in or the ascertained errors corrected, within a time limit of 10 working days from the date of receipt of the relevant comments of the MAT.

7.12.4.2 More specific guidelines for the preparation of the other Deliverables of the Project.

7.12.5 In the event that the resubmitted Deliverable is not considered again, at the EETT's judgement, satisfactory, according to the comments of the MAT, and provided that the Contractor is relevantly informed by the MAT, in writing, within a period of 3 working days from resubmission to the EETT of the relevant Deliverable, then the EETT is entitled to start procedures for declaring the Contractor in forfeit. If the prior 3-day deadline elapses and no action has been taken, the Contractor is entitled to collect the part of the fee corresponding to the specific Deliverable.

7.12.6 Only the express acceptance of the Deliverable by the EETT, through the MAT, shall give the Contractor the right to collect the part of its fee that corresponds to this Deliverable. In the event of delays in the delivery of the Deliverables, the EETT must issue a decision with regard to the payment of the fee.

7.12.7 The MAT shall issue a final acceptance report for the final acceptance of the Project and the payment of the Contractor, which shall be approved by the EETT. If a period longer than 30 days

from the date of its submission elapses and no decision is made on its approval or rejection, it is considered that acceptance has taken place automatically.

Article 8 **Amendments to Contractual Object**

8.1 The EETT is entitled to request the change of the contractual object, namely its increase or decrease, on the terms and limitation provided for in this article.

8.2 More specifically, the EETT is entitled to request:

8.2.1 The provision of supplementary services by the Contractor, which extend the Project by adding new works to it, on the condition that the budgeted total value of these supplementary services, calculated cumulatively for all the supplementary services that may be requested during the performance of the Project, do not exceed fifteen percent (15%) of the fee and also on condition that the other conditions of the applicable laws on public procurements are met, and in particular Article 132 of Law 4412/2016.

8.2.2 The restriction of the services of the Contractor, which decreases the Project by removing works, on the condition that the budgeted total value of these removed services, calculated cumulatively for all the services that may be removed during the performance of the Project, do not exceed 50% of the fee.

8.3 The change to the contractual object will be requested by the EETT in writing, with notification to the Contractor of a relevant Order to Change Works. The Contractor will not be entitled to additional remuneration, should it provide supplementary services, without the prior written approval of the EETT for an Order to Change Works.

8.4 The Contractor must accept this change to the contract object and to either undertake the provision of the supplementary services, or to not perform the works removed from the contractual object. In any case, after the change, the Project shall be performed in accordance with the Contract, i.e. on the same terms and conditions that would apply, had the change to the contractual object always been the scope of the Contract.

8.5 In any case of issue of a Work Change Order which has as its object the provision of supplementary services that increase the Project, than, within a 5-day period after notification of the Decision on the Work Change Order to the Contractor, the Contractor will draw up and submit to the EETT a list of prices, as follows:

8.5.1 If the supplementary services and the new works they entail are similar to any work already included in the Project, then in order to estimate the contractor's consideration for the supplementary services, the consideration (such as the lump sum fee and/or man-hour or man-month fee or combination thereof, etc.) of the similar works of the Project shall be taken into consideration.

8.5.2 If the supplementary services and the new works they entail are not similar to any work already included in the Project, then in order to estimate the contractor's consideration any other relevant comparative data will be taken into consideration so that the resulting consideration can be competitive to the current market levels of fees.

8.5.3 If there are no comparative data or they are inadequate, then the supplementary services and the new works they entail will be priced following a negotiation between the Contractor and the EETT.

8.6 In any case where a Work Change Order is issued, within 5 working days from notification of the Decision for a Work Change order to the Contractor, the Contractor shall draw up and submit to the EETT a report, which will present an account of the changes in the fee, due to the increases/decreases that occurred under the corresponding Work Change Orders of the EETT, in accordance with this article.

8.7 Should the Contractor find it appropriate or necessary, during the performance of the Project, it may recommend to the EETT a change in the contractual object, but it will not proceed with any action or omission, if the EETT does not first issue a Work Change Order, according to the above.

Article 9 **Contractor's Staff**

9.1 The appropriate and timely performance of the Project is directly correlated with the managerial and general staff which the Contractor will make available. The Contractor will commit in writing with regard to the total number of human Resources it will provide, according to the provisions of the Notice.

9.2 The Contractor has already assessed the needs of the Project and guarantees that the above staff it employees for the performance of the Project has the qualifications and meets the conditions required, in order to ensure the timely and complete performance of the Project.

9.3 The Contractor's above staff, viewed from the aspect of its number and qualitative characteristics, means the minimum resources which the Contractor will make available for the performance of the Project. If required, after the prior approval/application of the EETT, the Contractor shall be in a position of making available additional staff with the appropriate qualifications, in order to fulfil, in full and appropriately, all its legal and contractual obligations, which will improve the quality composition and/or increase the number of persons employed at the Project.

9.4 The Contractor may differentiate, in quality or numbers, the available human resources or replace members with other persons of similar qualifications only for reasonable causes and after the expressed written approval of the EETT. In the case where Project Manager(s) or head executives have been appointed, then they can be replaced by other persons of similar qualifications only for an important reason and after the expressed written approval of the EETT.

9.5 The EETT is entitled to request the replacement of any member of the above human resources of the Contractor for an important reason. Important reason in this case is considered, inter alia, the inadequacy in any manner or unsuitability or inappropriate behaviour of a specific person. In these cases, the Contractor is required to replace this member with another person of similar experience and qualifications, after the approval of the EETT.

9.6 The Contractor's staff of any kind is contractually linked only with the latter, which must strictly comply with the labour and insurance laws, insure the workers with the relevant social security organisations, ensure the issue of any required residence and employment permits, when required, etc. In any case, the Contractor shall bear all the obligations arising from its legal relations with the

staff, the employees and its general partners, in particular before the authorities, insurance organisations, etc.

9.7 The Contractor is liable to the EETT without limitation for the acts and omissions of its staff and in general its employees, partners and agents. More specifically, the Contractor shall have total and exclusive responsibility for all its staff, any subcontractors (and their staff), employees, representatives, in relation to any issue that arises or is related to the Contract, also including the liability under Articles 334 (Liability from fault of the agent) and 922 (Liability of the agent) of the Hellenic Civil Code, as well as for all actions, activities, omissions, errors or negligence of the above persons causally related to any loss or damage incurred to any third party.

9.8 The Contractor shall have the total and exclusively responsibility and liability for all contributions, debts, duties and any other payments to social security organisations, health and pension insurance, services or other authorities, main or ancillary insurance, as well as IKA, TSMEDE, etc., as well as any types of associations, organisations, chambers and professional associations, which concern its staff and in general its employees, partners and agents.

Article 10 **Acceptance of Project**

10.1 Acceptance of the separate Deliverables and of the overall Project will take place at the time set out in the Schedule (Annex I to the Notice document which will also be an Annex to this Contract).

10.2 Acceptance of the provided services and Deliverables will be carried out by the MAT. If the MAT finds that the provided services and/or the Deliverables do not fully meet the terms of the contract, a provisional acceptance report shall be drawn up, stating the deviations from the terms of the Contract that were ascertained and expressing an opinion whether the deviations affect the suitability of the provided services and/or Deliverables, and therefore whether the latter can meet the relevant needs.

10.3 If it is ascertained that suitability is not affected, the acceptance of these provided services and/or Deliverables may be approved with a justified decision of EETT, with a discount on the contractual value, which must be proportional to the ascertained deviations. After issue of the above decision, the MAT must proceed with the final acceptance of the provided services and/or Deliverables of the Contract and draw up a relevant final acceptance reports, in accordance with the decision.

10.4 The final acceptance report is approved by the EETT, by a decision which must be announced to the Contractor. If a period longer than 30 days from the date of its submission elapses and no decision is made on its approval or rejection, it is considered that acceptance has taken place automatically.

10.5 In the case of the final rejection of the whole or part of the provided services and/or Deliverables of the Project with a discount on the contractual value, by a decision of the EETT, the replacement of the services and/or Deliverables with others may be approved, which are in agreement with the terms of the contract, within a set deadline set out by this decision. If the replacement is made after the expiry of the total duration of the contract, the deadline set out for the replacement cannot be longer than 25% of the total duration of the contract, and the Contractor is subject to penalties, according to Article 218 of Law 4412/2016 and Article 19 hereof, due to late delivery.

10.6 If the Contractor does not replace the services and/or Deliverables rejected within the deadline set, and provided that the overall duration has expired, it shall be declared in forfeit and be subject to the stipulated sanctions.

Irrespective of the above automatic acceptance and the payment of the contractor, the inspections provided for in the Contract shall be carried out, in accordance with paragraph 6 of Article 219 of Law 4412/2016. The performance bond shall not be returned before the completion of all the stipulated inspections and the drawing up of the relevant reports.

10.7 Where omissions or defects are ascertained at the Project, as a whole, the EETT shall issue a report of reservations recording such omissions or defects. Announcement of the reservations report to the Contractor shall suspend the deadline for the issue of a final acceptance certificate, which shall be renewed and begin again after restoration of the omissions or defects in the deliverables of the Project, in accordance with the terms hereof.

10.8 Together with the final acceptance of the Project, the last due instalment of the fee will be paid as full settlement of the Contractor, as well as any other amount due, according to this Contract.

10.9 After the final acceptance of the Project, the Contractor shall be liable in accordance with the relevant provisions of the Hellenic Civil Code.

Article 11 **Subcontracting**

11.1 The Contractor shall not be released of its contractual obligations and liabilities from the assignment of the execution of part/parts of the contract to subcontractors. Compliance with the obligations of par. 2 of Article 18 of Law 4412/2016 by subcontractors does not release the main Contractor from its liability.

11.2 The Contractor states to the EETT the name, contact details and legal representatives of the subcontractors that participate in its performance.

11.3 It is also required to notify EETT of any change to this information, for the duration of the contract, as well as the information required in relation to each new subcontractor, which the Contractor uses in this contract, by submitting the relevant agreements/statements of cooperation.

11.4 If the collaboration of the Contractor with a subcontractor/subcontractors in this contract is suspended, the Contractor must promptly notify EETT of such suspension, and must ensure the smooth performance of the part/parts of the contract, either by itself, or by a new subcontractor which it will announce to the EETT according to the previous procedure.

11.5 The EETT shall verify the application of the grounds of exclusion for the subcontractors, as described in par. 2.2.3 of the Notice and with the evidence of par. 2.2.7.2 of the Notice, provided that the part(s) of the contract, which the Contractor intends to assign in the form of a subcontract to third parties, exceed cumulatively 30% of the total value of the contract. Moreover, in order to prevent breach of the obligations of par. 2 of Article 18 of Law 4412/2016, it may verify the above grounds also for part/parts of the contract under this percentage.

11.6 When such verification finds that there are grounds for exclusion, it shall require or may require its replacement, according to par. 5 and 6 of article 131 of Law 4412/2016.

11.7 In the case where the Contractor has relied on the capacities of the subcontractor as regards the financial, technical and professional capacity, according to the requirements of the Notice, it is required to promptly notify the EETT about the any of its collaboration and immediate take any suitable means/measures which it will also notify to the EETT, in order to maintain the steady financial-technical and professional capacity for the fulfilment of its obligations.

11.8 In this case, the suspension of the collaboration and any launch of a new collaboration of the Contractor with a new subcontractor are subject to the approval of the EETT, which may check, at least if the conditions for the assurance of the smooth performance of the contract apply, the effectiveness of the suitable means/measures and conditions proposed by the Contractor of Article 78 par. (1) of Law 4412/2016.

Article 12 **Concession**

12.1 The Contractor is not permitted to transfer or assign, in any manner, all or part of the rights and obligations derived by the contract towards any third natural or legal person, even in the case of a company associated to the Contractor, in the sense of Article 42e of C.L. 2190/1920 or a company under joint control with the Contractor.

12.2 The Contractor is prohibited from discounting, assigning, pledging the fee to any third party, without the prior written consent of the EETT.

Article 13 **Suspension of Works**

13.1 The EETT, for a reasonable cause, has the right to ask the Contractor to suspend the provision of the services and the performance of the works related to the Project, in part or in whole, for a specific period of time, by notifying the Contractor in writing of the start date of the suspension and its duration.

13.2 After receiving such notice, the Contractor must suspend all its activities related to the Project or the parts of the Project where the suspension is imposed, other than those which may be necessary for ensuring the conditions for the continuation of the Project after the end of the above suspension of the works.

13.3 If the suspension time lasts, cumulatively, throughout the duration of the Project, for up to 80 days, than when the suspension ends, the Contractor must immediately undertake the performance of the works anew, in accordance with the Contract. The deadlines provided for in the Project performance schedule will be correspondingly extended.

13.4 If the duration of the suspension exceeds the time limits set out in paragraph 13.3 hereof, with the exception of force majeure, the EETT, with a written statement to the Contractor, is entitled to terminate the Contract, in which case Article 15 hereof shall apply (Termination of the Contract by the EETT), unless the Contractor is in fault, in which case Article 17 hereof shall apply (Forfeiture of Contractor).

Article 14
Defects and Omissions of the Project

14.1 If during the overall performance of the Project and until its final acceptance, in accordance with the provisions hereof, the Contractor breaches any of its obligations, then:

14.1.1 The EETT, without prejudice to all its other contractual and legal rights, is entitled to send a written order to the Contractor, by which it will invite it to comply, indicating the method of compliance and setting a reasonable deadline to this end, which will apply in parallel to the Project schedule, without affect or amending it in the least.

14.1.2 Within 3 working days from the above EETT order, the Contractor is required to comply or to start taking steps of compliance, in a manner that satisfies EETT, even if the performance of a portion of the Project needs to be repeated, without any extra cost or charge to the EETT and taking all reasonable measures to minimise the adverse consequences caused or threatened against the EETT.

14.1.3 In any case where the Contractor omits or fails to comply with the above order for compliance, the EETT, following a relevant prior written notice to the Contractor, always reserves the right to perform all the necessary works in any way it deems suitable, at its reasonable discretion, and to charge the corresponding full cost to the Contractor, without prejudice to all other contractual and legal rights of the EETT.

14.2 Independently of the above, the EETT may exercise its following legal rights, without prejudice to the relevant provisions of the Hellenic Civil Code, as well as its right to declare the Contractor in forfeit, in accordance with the provisions of Article 17 hereof.

Article 15
Termination of Contract by the EETT

15.1 The EETT has the right to terminate the Contract during its performance, on the conditions set out in the applicable provisions, and in particular if:

a) The contract has undergone substantial amendment within the meaning of paragraph 4, Article 132 of Law 4412/2016, which would require a new contract award procedure,

b) At the time of award of the contract, the Contractor was in one of the situations referred to in paragraph 2.2.3 of the Tender Notice and therefore should have been excluded from the procedure for the award of this contract,

d) the contract should not have been awarded to the Contractor due to serious breach of the obligations under the Conventions and Directive 2014/24/EC, which has been recognised with a decision of the EU Court in the context of a procedure by virtue of Article 258 of the TFEU.

d) The Contractor does not fulfil its obligations that arise from the contract.

15.2 The Contract shall be automatically terminated as of and through the notification of the termination. The only fee and compensation the Contractor will be entitled to shall be the part of the fee corresponding to the portion of the Project performed up to the above termination of the Contract, expressly and unreservedly waiving the claim to compensation arising from the provisions of Article 700 of the Hellenic Civil Code.

15.3 It is hereby stipulated that, in addition to everything provided for above, the Contractor shall not be entitled to any other fee, compensation or any other amount due to the termination of the Contract, in accordance with the provisions of this Article, and more specifically for any other costs, expenses, losses (incidental consequential), and for any loss of income that was caused or emerged in any way from the termination of the Contract. In any case, the Contractor expressly and irrevocably waives any other claims or demands, whether legal or contractual.

15.4 The Contractor is required, within 5 working days from the date of the above written termination of the Contract, to submit to the EETT a statement describing in detail the works that have been performed and the services provided, in the context of the Project, the Deliverables delivered or which have been prepared in whole or in part, the portions of the Project that remain unperformed, and the overall situation and conditions of the Project at that time. Until the above statement is duly submitted, the EETT shall not be required to make any payment to the Contractor. The final arrangement of all issues and accounts between the parties will take place only after submission to the EETT of the above statement, in which case, and only after completion of the above final settlement, will the EETT be required to pay any amount due.

Article 16 **Termination of Contract by the Contractor**

16.1 The Contractor has the right to terminate the Contract exclusively and only in the following cases:

16.1.1 If the maximum allowed time of suspension of the works is exceeded, in accordance with Article 13.4 hereof, or

16.1.2 In case of force majeure, or

16.1.3 In the case where the EETT does not make any type of payment in due time and appropriately to the Contractor, according to the Contract and the provisions of Article 3 thereof.

16.2 This termination is made by the Contractor exclusively and only with a document which is served to the EETT and which states clearly the reason for the termination, among those referred to in Article 16.1 of the Contract.

16.3 With this termination, the EETT will be given a deadline for complying, which shall not be shorter than thirty (30) days from service of the relevant document. If the EETT complies or starts taking steps for compliance during this set deadline, the Contractor's termination ceases to have legal effect and the Contract's performance continues normally.

16.4. After the last date for compliance without any action taken, the Contract shall be automatically terminated. In this case, the Contractor shall be entitled, as its only fee and compensation, to the part of the fee that corresponds to the portion of the Project performed until the above termination of the Contract.

16.5. It is hereby expressly stated, that apart from the provisions above, the Contractor shall not be entitled to any other fee, compensation or amount due to termination of the Contract, according to the provisions of this article, and more specifically, indicatively for any other expenses, losses (consequential, incidental, direct and indirect), as well as any loss of income caused by or originating in any manner from the termination of the Contract. In any case, the Contractor expressly and irrevocably waives any other claims or demands, whether legal or contractual.

16.6. The Contractor is required, within five (5) working days from lapse of the last day of the warning deadline for termination of the Contract, to submit to the EETT a statement that will describe in detail the works that have been performed and the services that have been provided in the context of the Project, the Deliverables delivered or prepared in whole or in part, the portions of the Project that remain unperformed, as well as the overall situation and conditions of the Project at that time. Until the above statement is fully submitted, the EETT shall not be obligated to make any type of payment to the Contractor. The final arrangement of all issues and accounts between the parties will take place only after submission to the EETT of the above statement, in which case, and only after completion of the above final settlement, will the EETT be required to pay any amount due.

Article 17

Termination of the Contract by the EETT - Contractor's Forfeiture

The Contractor must be declared forfeit of the award made in its name and of any right arising from it, by a decision of the EETT, following an opinion of the MAT, according to the specifications of Article 203 of Law 4412/2016.

Article 18

Force Majeure

18.1 Any delay or failure to fulfil any obligation in the framework hereof by any of the parties, will not be considered breach or violation on its part, nor will it constitute reason to hold the other party accountable, to the extent that the delay or fulfilment failure is due to force majeure,

18.2 Force majeure is any event that results in the objective inability of the affected party to fulfil its obligations, such as: a general strike by workers related to the execution of the Project, the country's involvement in a war, the general or partial army recruitment or other event that cannot be predicted but can create an objective inability to continue the works or fulfil the obligations and provisions hereunder.

18.3 It is clarified that strike or (or work stoppage) of any type, level or duration by the managerial and employee staff of the contractor, regardless of level and specialisation at the headquarters or any branches, shall not be recognised as force majeure for the purposes of this Contract, but will constitute and fall within the exclusive liability, risk and expenses of the Contractor, unless these are strikes of a national level which have been declared exclusively by a third-degree labour union or professional union or chamber and affect, directly and exclusive, the staff categories used by the Contractor.

18.4 In the event where the Contractor invokes inability to fulfil its obligations arising from this Contract, due to force majeure, it must notify EETT about the events which constitute the force majeure, within twenty (20) days from the day they occur. For the existence and duration of the force majeure event, according to the above, the members have the obligation to take all the necessary measures to restrict the damages that may occur and make every reasonable effort to remove, without delay, the results of any force majeure situation and to further seek reasonable alternative methods for achieving equivalent results, as set out herein.

18.5 Where the force majeure events continues for a period of at least thirty (30) days, then the parties will reach an agreement, in good faith, on the actions that need to be taken, according to circumstances or for amending the terms of the Contract as a result of the continuation of the force majeure and to also determine their further relations.

18.6 Should the Parties fail to reach an agreement for taking action or amending the terms of the Contract or to resolve it, following mutual agreement, then any of the parties has the right to unilaterally terminate the contract, after notifying the other party in writing, without affecting the rights and obligations that existed before dissolution of the Contract, according to the above, namely that each party will fulfil all its contractual obligations that had become due before the occurrence of the force majeure event.

Article 19 **Penalty Clauses**

19.1 In case of a delay in the delivery of an interim Phase of the Project or its entirety from the excess of a partial or total deadline at the fault of the Contractor, the EETT may impose sanctions, according to the provisions in Article 218 of Law 4412/2016.

19.2 If the agreed dates of delivery elapse and the Deliverables are not delivered according to the contractual terms, then the Contractor is required to pay penalties, which are calculated as follows:

- a) For a delay restricted to a period of time not exceeding 50% of the stipulated total duration of the Contract, or in the case of partial/interim deadlines of the corresponding deadline, a penalty of 2.5% of the contractual value, net of VAT, is imposed, for service provided late;
- b) for a delay exceeding 50% a penalty of 5% is imposed net of VAT on the contractual value of the services that were provided late;
- c) penalties for exceeding partial deadlines are independent from those imposed for exceeding the total duration of the contract and may be revoked with a justified decision of the EETT, if the services relate in the above partial deadlines are provided during its overall duration and its approved extensions and on condition that the overall contract has been fully performed.

19.3 The same penalties will also be imposed in the case where part of the Project has been delivered but it cannot be used by the EETT, due to a delayed later delivery of a part or the entire Project necessary for its operation.

19.4 These delay penalties are imposed under the same terms in the case of exceeding any partial deadlines or non-completion of Phases or non-delivery of Deliverables, as described in the time schedule of the Project, at the fault of the Contractor.

19.5 The penalties are not imposed if the Contractor proves that the delay is due to force majeure or at the fault of the EETT.

19.6 At the decision of the EETT, the penalties for any partial deadlines are recalled, only if all Project Phases have been completed within the overall deadline set out in the time frame. The delay penalties that are imposed for exceeding partial deadlines, if not recalled, are borne by the Contractor in addition to the penalties due to exceeding an overall deadline that has been imposed.

19.7 In case of a grouping, the above penalties are imposed to the members of the grouping, which are agreed to be severally and jointly liable. The above penalties are imposed to all members of the grouping.

Article 20 **Performance Bond**

20.1 The Contractor submitted a performance bond for the contract, which corresponds to 5% of the contractual price, not including VAT. The relevant bond is provided to cover the Contractor's liability to EETT for the timely performance of the project according to the agreed term, and covers without distinctions the implementation of all the terms of the contract.

20.2 In case of an amendment to the contract according to par. 8 hereof, which results in an increase of the contractual value, the Contractor shall be required to deposit before the amendment a supplementary guarantee, amounting to 5% of the increase, net of VAT.

20.3 The performance bond shall be forfeited if the terms of the contract are breached, as set out in particular in the contract.

20.4 The performance bond shall be returned after the final quantitative and qualitative acceptance of the scope of the contract. If the final qualitative and quantitative acceptance report includes comments or if there is a late delivery, the above bond shall be returned after the comments and the delay are addressed. The bond is returned at the order of the EETT, to the foundation that issued it, within a reasonable period of time, after the final quantitative and qualitative acceptance of the Project, following the settlement of any requirements by the two contracting parties.

Article 21 **Intellectual Property Rights**

21.1. The Project and all the rights on the Deliverables to be prepared and the services to be provided by the Contractor belong exclusively to the EETT and the Contractor is not entitled to use itself or provide to third parties elements of the contractual object or any derivative of these elements and their accompanying material, both during the performance of the Project and after its final receipt by the EETT.

21.2. The EETT has the right, without obligation to pay intellectual property royalties, to freely use and make available all the material to be produced by the Contractor, during performance of the Project, and reserves this right after dissolution of the Contractor and for an indefinite period of time, this document serving as a written transfer and assignment of all the above rights.

21.3. The Contractor guarantees to the EETT that the Deliverables of the Contract are free of any third-party rights, based on the provisions of the Greek or EU laws on intellectual property protection. It shall be liable to restore any damage of the EETT from infringement of a corresponding third-party right.

Article 22 **Confidentiality**

22.1 Throughout the effective term of the contract and after its expiry or dissolution and for a duration of at least five (5) years, the Contract will assume the obligation of keeping confidential and not disclose to any third party, any document or information that it will become aware of during performance of the services and fulfilment of its obligations.

22.2 Also, the Contractor will assume the obligation of not disclosing part or all of the project it will perform without the prior written consent of the EETT. More specifically:

22.2.1 The Contractor is required to ensure a safe information environment so that no third party to EETT - above or subject to it - can have access to the information network without its prior consent.

22.2.2 The Contractor is required to maintain confidentiality with regard to the confidential information and documents related to the EETT activities. Confidential information and documents means those that are not known to third parties, even if they have not been designated as confidential by EETT. The maintenance of confidential information by the Contractor is governed by the applicable provisions and the legislative framework and must be equivalent to the confidentiality maintained by the Contractor for its own business and for its own confidential information.

22.2.3 The Contractor is required to protect the confidentiality and records of personal data of individuals which it may have in its possession and it becomes aware of for the implementation and productive operation of the Project, even after the expiry of the Project, to allow the EETT and the persons appointed by the EETT to carry out, following written request, checks of the records maintained, in order to evaluate the possibility of implementation and completion of the Project based on the provisions of the contract.

22.2.4 The Contractor must maintain the confidentiality of any digital data which the EETT will provide for the purposes of the Project.

22.2.5 The Contractor must take all the necessary measures in order to ensure that its employees/associates/subcontractors know and comply with the obligations above. The EETT reserves the right to demand from the Contractor the restoration of any damage.

22.3 EETT commits to maintain confidential for two (2) years the information made available to it by the Contractor, if they pertain to technical details or information and know-how or intellectual property rights, provided they are marked "confidential document". In any case the confidentiality does not bind the EETT to the authorities of the Greek State and the European Union.

22.4 Confidentiality is automatically lifted in case of a pending trial, objection, as a strictly necessary action and exclusively for its use by the parts and the legal counsel.

Article 23 **Conflict of interests**

23.1 Upon the signing of the contract, the Contractor certifies that there is no conflict of interest that pertains to the Contractor and the persons referred to in Article 24 of Law 4412/2016 in the sense of this Article. Also, it certifies, represents and guarantees that neither the Contractor or any of its staff, associates, employees, agents, that it will use for the preparation of the Project that is awarded with this contract, have or will acquire during the effective term of the contract, any professional relationship or obligation towards any natural or legal person, which is incompatible with the services provided to EETT in the framework hereof or which creates or may create a state of conflict of interest, according to Article 24 of Law 4412/2016.

In any case, the EETT takes the necessary measures, according to article 24 of Law 4412/2016 for: a) the efficient prevention; b) the identification and c) the restoration of conflicts of interest that arise during contract conclusion processes including the design and preparation of the process, and the preparation of the contract documents, in order to avoid any distortions of competition and ensure the equal treatment of all economic operators. In the case where the persons referred to in points (a) and (b) of par. 3 of Article 24 of law 4412/2016 notified the EETT in writing about any conflict of interests of the same or their relatives, the EETT decides with justification whether there is a conflict of interests or not. If the EETT decides that there is a conflict of interests, it immediately informs the Single Procurement Agency and takes the appropriate measures without delay, for assuring the equal treatment of the tenderers and to avoid distortions of competition, which may include the exemption of the specific person from any participation in the relevant procedure of conclusion of a public

contract, applying the provisions of paragraphs 4 and 5 of Article 7 of Law 2690/1999 (GG A` 45). If a conflict of interests cannot be otherwise removed, the candidate or the tenderer, which is related to it, is excluded from the process, according to the provisions of point d of par. 73 (4) of Law 4412/2016.

23.2 The EETT prepares and sends to the Authority a written report, which includes cases of conflict of interest that were identified, as well as all the subsequent measures taken, in accordance with Article 24 of Law 4412/2016, in accordance with the specific provision of Article 341 4412/2016.

Article 24 **Language of Contract**

24.1 The official language of the contract and any of amendments thereto are the Greek language, according to the provisions of the Notice. The contract is drawn up in the Greek language, and in case the Contractor requests that it is drawn up in English, this shall be done at the Contractor's expense.

The Deliverables are drawn up and submitted to the EETT by the Contractor in the Greek language.

24.2 If the initial language the Deliverable was drawn in was not Greek, the Contractor must submit to EETT the Deliverable in its original language together with its Greek translation. In all events, in case of a difference in the translation, the Greek wording shall prevail.

24.3 All spoken or written communication between the EETT and the Contractor with regard to the project that is hereby awarded, will be conducted in Greek. Any cost for the translations will be borne by the Contractor. Any spoken communication, as well as any written communication via email between the EETT and the Contractor may also be conducted in English, unless otherwise stipulated herein.

Article 25 **Jurisdiction - Applicable law**

25.1 The contract, together with all accompanying Annexes, documents, etc., will be governed in all aspects, including effect, interpretation and jurisdiction, exclusively by the Greek and European law.

25.2 The performance of the contract shall be governed by the provisions of Law 4412/2016, the terms of this Tender Notice, and the Hellenic Civil Code.

25.3 During performance of the contractor, the Contractor shall comply with its obligations in the areas of environmental, social security and labour law, established under EU law, domestic law, collective agreements or international provisions of environmental, social security and labour law, which are listed in Annex X of Appendix A of Law 4412/2016.

25.4 Compliance with these obligations by the Contractor and the subcontractor is reviewed and certified by the bodies supervising performance of the contract and the competent public authorities and services acting within the boundaries of their responsibility and competence.

25.5 The Contractor is required in any case to comply with the General Regulation 2016/679/EC for the protection of the natural persons against the processing of personal data and follow any suggestions of the EETT.

25.6 For any difference that may arise regarding the performance of the Project, the application of the terms hereof or the relations of the parties, the courts of Athens will be competent.

Article 26 **Final Provisions**

26.1 Amendment

No change, amendment, supplement, change or interpretation of the Contract shall be binding for the parties, unless agreed in writing and signed by authorised representatives of the parties.

26.2 Non Waiver

The inability of one of the parties to comply with a term or condition hereof will not be considered waiver of such term or condition nor waiver from the strict compliance with the other terms and conditions of the contract.

No disagreement, dispute or difference that may arise during performance of the contract will not give the right to the Contractor to refuse the continuation of the provision of the service and the performance of its duties, as provided for in the contract. If the Contractor refuses for any reason to continue to provide the services and the performance of its other duties, the EETT will have the right to request dissolution of the contract.

Payments made by the EETT to the Contractor hereunder, shall not be considered as a waiver by the EETT or an act of exemption or release of the Contractor of its responsibilities, obligations and guarantees, as set out herein. The same applies for any approvals, consents, inspections, controls, supervision, validation, decisions and other relevant actions, given or made by the EETT with regard to the Contract.

26.3 Communication

26.3.1. Any correspondence or other communication between the parties will produce results only when served in person or mailed via registered mail (with proof of receipt) or forwarded by email, on condition that the later was reforwarded to the sender by the original recipient or submitted by the sender also to the general protocol of EETT, except for the cases where it is otherwise stipulated herein.

26.3.2. When correspondence is sent via registered mail, it will be considered duly received at the latest five (5) working days after the dispatch date. Any email correspondence will be considered received on the date of its dispatch.

26.4 Partial nullity

In the case of nullity of any part of the Contract, this shall not affect the validity of the other parts of the Contract, which shall remain fully effective and in force. The parties shall make their best effort to negotiate in good faith in order to replace any invalid provisions of the contract with substitutes; in case of any disagreement, the provisions hereof on resolution of differences will be activated.

26.5 Record keeping

The Contractor grants its consent for the processing and more specifically the registration and saving in EETT files, of information included in its tender and/or related to the performance of the Project, its transactions with the EETT, its staff and associates, information related to its corporate status, financial capacity, etc.

After all of the above were agreed upon and mutually accepted, this document was drawn up in two identical original copies, which were read out and confirmed, were signed as follows and each contracting party received one copy.

THE CONTRACTING PARTIES

FOR EETT

FOR THE CONTRACTOR
