

SECTION I

INSTRUCTIONS TO BIDDERS

Inquiry No: 689/17

CONTENTS

Article 1:	INTRODUCTION
Article 2:	APPLICABLE LEGISLATION
Article 3:	SCOPE OF WORKS
Article 4:	COMMUNICATION – APPLICABLE LANGUAGE
Article 5:	BID CONTENTS
Article 6:	BID SUBMISSION
Article 7:	VALIDITY OF BIDS
Article 8:	COMMENTS, QUALIFICATIONS, DEVIATIONS, EXCEPTIONS etc, RELATED TO TECHNICAL MATTERS
Article 9:	GUARANTEES
Article 10:	INQUIRY DOCUMENTS AND ORDER OF PRECEDENCE
Article 11:	JOINT VENTURES - CONSORTIA
Article 12:	BID OPENING PROCEDURE
Article 13:	NOT APPLICABLE
Article 14:	CONTENTS OF ENVELOPE A
Article 15:	CONTENTS OF ENVELOPE B
Article 16:	CONTENTS OF ENVELOPE C
Article 17:	EVALUATION PROCEDURE
Article 18:	AWARD – CONTRACT SIGNATURE
Article 19:	NOT APPLICABLE
Article 20:	CONFIDENTIALITY
Article 21:	RESERVATIONS & RIGHTS OF DESFA
Article 22:	LOCAL LAWS AND REGULATIONS
Article 23:	NOT APPLICABLE
Article 24:	SITE VISIT
Article 25:	CLARIFICATION MEETINGS / DESFA's CLARIFICATION OF BID
Article 26:	BIDDER'S CLARIFICATION REQUESTS

HELLENIC GAS TRANSMISSION SYSTEM OPERATOR (DESFA) S.A.
GREEK NATURAL GAS TRANSMISSION SYSTEM

Replacement of SCADA System

Article 27: DESFA's AMENDMENTS TO THE INQUIRY

Article 28: ATTACHED DOCUMENTS

ANNEXES:

Annex 1: FORM OF BID LETTER

Annex 2: FORM OF PARTICIPATION GUARANTEE LETTER

Annex 3: PRICE SCHEDULE

Annex 4: FORM OF STATEMENT

ΤΕΥΧΟΣ ΣΕ ΔΗΜΟΣΙΑ ΔΙΑΒΟΥΛΕΥΣΗ

1. INTRODUCTION

The HELLENIC GAS TRANSMISSION SYSTEM OPERATOR (DESFA) S.A., hereinafter referred to as CLIENT or OWNER, invites eligible Bidders to submit a Bid for the **Inquiry No 689/17**:

Title : **REPLACEMENT OF SCADA SYSTEM**

Budget : **€ 1,900,000**, plus V.A.T.

Time Schedule : Seventeen (17) months from the COMMENCEMENT DATE

1.1 Eligible Bidders should be:

- Economic Operators, active in the development or manufacture of SCADA software systems set up, as per par. 6 of Article 2 of the Directive 2014/25/EU, registered in a European Union (E.U) or a European Economic Area (E.E.A.) country or a country having an Association or Bilateral Agreement with the E.U., allowing the participation in Public Tenders of Contracting Authorities with activities in Natural Gas Sector, who may also be mentioned hereinafter as Companies or
- Associations/Joint Ventures/ Consortium of Companies as above.

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

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

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

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

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

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

1.7 All direct and indirect costs of any nature for the preparation of the Bid by the Bidders, including costs associated with attending pre-Bid meeting(s), participating in site visits and clarification meetings etc. shall be at Bidder's own cost.

1.8 Obtaining of the Tender Documents as per article 4.3 below, is a prerequisite for the participation in the Tender.

1.9 Not applicable.

1.10 Words in capital letters in the Inquiry Documents have the meaning assigned to them in Article 1 of SECTION: "TERMS AND CONDITIONS".

2. **APPLICABLE LEGISLATION**

2.1 This Inquiry is governed by the Laws of Greece and European Directive 2014/25/EC which shall be applicable in general to all relations between DESFA and the Bidders regardless of their nationality. Any dispute shall be subject to the exclusive jurisdiction of the Law Courts of Athens.

Terms and Conditions of this Inquiry, contained in the attached Sections. Bids evaluation shall be effected in accordance with the present INSTRUCTIONS TO BIDDERS and DESFA's Regulation for Procurement of Supplies and Services (available on DESFA's web address: www.desfa.gr). Said Regulation shall also apply to the CONTRACT, unless otherwise provided in the CONTRACT.

Procedure for settlement of disputes, during Tender is governed by applicable legislation.

2.2 Law N. 4013/2011 in conjunction with Ministerial Decision no 5143/2014 (Government Gazette 3335 B' /11.12.2014) as applicable, regarding the mandatory contribution in favour of the Hellenic Single Public Procurement Authority. Common Ministerial Decision no 1191/2017 (Government Gazette 969 B' /22.03.2017) as applicable, regarding mandatory contribution in favour of Remedies Review Authority.

2.3 Not Applicable.

2.4 Any other supplementary clauses, regulations, interpretive circulars or other in connection or authorised by the above mentioned, even if not stated herewith.

3. **SCOPE OF WORKS**

3.1 The existing SCADA system shall be replaced with a new SCADA system at GCC at Patima O&M station, the main dispatching center, and at BCC at Nea Mesimvria O&M station, the backup dispatching center for disaster recovery. The new SCADA system shall provide the functionality of the existing system and the existing data points, displays and reports shall be replicated in the new system. The existing historical database shall be migrated to the new system. Additionally, new data points from the flow computer of each of the twenty five (25) new or recently upgraded Metering and M/R stations and new data points for the forecasting computer workstation at GCC shall be built on the new SCADA system.

The SCADA system shall use industry standard, unmodified, hardware and software and shall support non-proprietary industry standard interfaces. The SCADA system shall have a distributed architecture and shall consist of separate redundant components that perform specific functions and collectively form a fully functional system. The SCADA system shall be fully redundant at GCC and non-redundant at BCC but there shall also be redundancy between the two dispatching centers.

The new SCADA equipment and cabinets, including new SCADA routers and LAN switches, shall be installed in the computer room and in the control room at Patima and Nea Mesimvria O&M stations. Additionally new furniture shall be provided for the

control room of the GCC dispatching center and the existing furniture in the GCC control room shall be removed.

The WORKS are described in detail in SECTION "Scope of Works".

3.2 Not Applicable.

3.3 The Terms & Conditions of the Contract to be entered into with the successful Bidder (hereinafter "CONTRACT") are further provided in SECTION "TERMS AND CONDITIONS".

3.4 CONTRACTOR shall provide Engineers for the WORKS under this CONTRACT as described in Article 15 here below.

3.5 DESFA reserves the option to increase the WORKS up to thirty percent (30%) of the CONTRACT PRICE, by adding works, similar to those described in the Tender documents. This DESFA's option shall be effected either by Variation Order or through Supplementary Contract with the successful Bidder with the same terms, prices and rates as those of the present Tender (CONTRACT) and the scope of the option shall cover additional works.

3.6 Said option is expected to be exercised within eight (8) months from the CONTRACT Signing Date.

4. COMMUNICATION - APPLICABLE LANGUAGE

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

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

For the Contract and Contract execution, the applicable language is defined in SECTION "Terms and Conditions".

4.2 The Bidders may contact DESFA for bidding matters, in writing, (by letter or fax) at the following address:

HELLENIC GAS TRANSMISSION SYSTEM OPERATOR (DESFA) S.A.
357-359 Messogion Ave.,
GR 152 31- HALANDRI, ATHENS
GREECE
FAX No: (+30) 210 6749504
PHONE No : (+30) 213 0884000
ATTENTION: Mrs K. Daskalopoulou

4.3 Tender Documents, may be obtained through the following ways:

- In hard copy at DESFA's above mentioned address, upon giving the following information:
 - Bidder's full legal name
 - Bidder's telephone & fax No, e-mail address
 - Name of contact person

- In electronic format from DESFA's web address: www.desfa.gr (Announcements - Tender Documents).

4.4 The Tender Documents can be obtained until **XX/XX/2018**, at the latest.

5. **BID CONTENTS**

5.1 The Bid must be submitted in an outer sealed envelope bearing only the following information:

- 1) DESFA's name and address:
HELLENIC GAS TRANSMISSION SYSTEM OPERATOR (DESFA) S.A.
357-359 Messogion Ave.,
GR 152 31- HALANDRI, ATHENS
GREECE
- 2) The Inquiry Title and Number
- 3) Bidder's name
- 4) The indication: "Bid, to be opened by authorised person only."
- 5) The Bid due Date

5.2 Each Bid shall bear the full legal name and business address of the Bidder. The Bid and its contents shall be signed by the person (s) authorised to bind the Bidder.

5.3 This outer sealed envelope of the Bid must contain three (3) separate envelopes (A, B, C) with the indication of the Inquiry Number and Bidder's Name on each envelope as follows:

I ENVELOPE A - Authorisation Documents

This envelope shall include one (1) original and one (1) copy of all documents specified in Art. 14 herein.

II ENVELOPE B - Technical Offer (Contents Unpriced)

This envelope shall include one (1) original and one (1) copy of all documents specified in Art. 15 herein.

III ENVELOPE C - Financial Offer (Contents Priced)

This envelope shall include one (1) original of all documents, as specified in Art. 16 herein.

Envelope C shall be sealed and shall be clearly identified to denote the inclusion of documents (of the Bid) with prices. For this purpose, the Bidder must use a distinguishable label, preferably red, indicating the contents.

NOTE:

"Original" in this document means also true and exact copy of the original, authenticated either by a competent authority or by lawyer, or by notary.

5.4 In case of any deviations or contradictions between the originals and any of the copies (if any), the originals shall prevail.

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

6. **BID SUBMISSION**

- 6.1 The submission of the Bids shall be effected by a representative of the Bidder, or by recorded delivery mail, or by courier, provided that Envelopes (A, B and C) reach DESFA not later than **12:00 hrs**, of the date **XX/XX/2018**, which is the final deadline for the receipt of Bids by DESFA (**Bid Due Date**), at the following address:

HELLENIC GAS TRANSMISSION SYSTEM OPERATOR (DESFA) S.A.
357-359 Messogion Ave.
152 31 – CHALANDRI
GREECE
Phone No. : (+30) 213 0884000
Fax No. : (+30) 210 6749504

For the attention of DESFA's General Document Center, where it will be registered upon receipt.

- 6.2 **Bids received later than the stated time and date above shall not be taken into consideration.**

All Bids shall be stamped upon submission, indicating the precise time and date of receipt by DESFA. Bidders will receive written confirmation of such receipt.

7. **VALIDITY OF BIDS**

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

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

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

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

- 8.1 Comments, qualifications, deviations, exceptions, etc., (if any) regarding technical matters shall be included in a list, duly signed by the Bidder, submitted as a separate part of the Bid (Envelope B - see Article 15 herebelow), for consideration by DESFA. However, comments, deviations, exceptions etc., lowering the quality and/or safety level in part or in whole, will not be accepted, as per article 17 herebelow.

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

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

9. GUARANTEES

- 9.1 In order to participate in this Tender, each Bidder must deposit, **subject to Rejection of the Bid** at the time of Bid submission, to be included in Envelope A, a Participation Guarantee Letter, **equal to fifty seven thousand EURO (€ 57,000), valid for at least one (1) month more than the minimum validity period of the Bid specified in Article 7 hereabove, i.e. valid for nine (9) months as from the Bid Due Date.**
- 9.2 The Participation Guarantee Letter shall be addressed to the HELLENIC GAS TRANSMISSION SYSTEM OPERATOR (DESFA) S.A. and shall be in full accordance with the attached Annex 2 Form. Any deviation or omission might lead to the rejection of the Bid.
- 9.3 The Participation Guarantee Letter of the Bidder, to whom a CONTRACT will be awarded, will be returned after the receipt of a Performance Guarantee upon signing the relevant CONTRACT. The Participation Guarantee Letters of the other Bidders shall be returned after the signing of the aforementioned CONTRACT between DESFA and the successful Bidder, except in case of rejection of Envelope A or B of a Bidder's Offer, for which the Participation Guarantee Letter of the Bidder shall be returned after the final rejection of the Offer by DESFA.
- 9.4 A Performance Bond of five percent (5%) of the CONTRACT Price, covering the entire Guarantee Period (as this is defined in the CONTRACT), shall be required from the Bidder to whom the CONTRACT will be awarded, prior to the signing of the CONTRACT. The Performance Bond shall be addressed to the HELLENIC GAS TRANSMISSION SYSTEM OPERATOR (DESFA) S.A. and shall be in full accordance with the APPENDIX B Form of the attached SECTION: "TERMS & CONDITIONS".
- 9.5 In case the aforementioned (in paragraph 9.3) Bidder does not present himself to sign the CONTRACT and/or fails to sign it without reservation, as stated in Article 18 herebelow, and/or fails to submit the required Performance Bond, then the relevant Participation Guarantee Letter shall be completely forfeited in favor of DESFA as a penalty expressly stipulated hereby, irrespectively of whether DESFA has sustained or not any damages or loss; the same shall apply for any Bidder, in case any such Bidder withdraws and/or modifies (by its own initiative) his Bid, after the Bid due date and prior to the expiration of the period of validity (see Article 7 hereinabove) of said Bid.
- 9.6 In the case DESFA requests in writing the extension of the validity of their Bids as per Article 7 hereabove, the Bidders must also extend the validity of the Participation Guarantee Letter. If a Bidder refuses or fails to comply with such a request, then said Bidder shall be considered as having waived all its rights in connection with the Inquiry.
- 9.7 All Letters of Guarantee must be issued by a bank, legally operating in any member-state of the E.U. or the European Economic Area (E.E.A) or in a member-state of the Government Procurement Agreement of the World Trade Organization, as ratified by Law N. 2513/1997 (Government Gazette A' 139), entitled as such in accordance with applicable legislation, or by TMEDE. The Letters of Guarantee will be issued in Greek or in English language.

10. INQUIRY DOCUMENTS AND ORDER OF PRECEDENCE

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

Section I:	Instructions to Bidders with Annexes
Section II:	Draft CONTRACT Agreement
Section III:	Terms and Conditions with Appendices
Section IV:	Scope of WORKS with Appendices

11. **ASSOCIATIONS - JOINT VENTURES - CONSORTIA**

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

The legal formation of the Joint Venture is not a prerequisite for taking part in the present Tender.

The Bid submitted by a J/V shall comply with the following requirements:

11.1 The Bid shall be signed either a) by all members of the J/V, or b) by the J/V's common Legal Representative. The name of the signatory shall be printed underneath each signature.

11.2 A copy of the J/V agreement that has been or which is intended to be entered into by the members of a J/V signed by all the J/V members shall accompany the Bid.

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

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

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

- the minimum interest of each company participating in a J/V shall be twenty five percent (25%)
- the Leader of the J/V should be a company with a minimum interest of fifty percent (50%) in the J/V.

12. BID OPENING PROCEDURE

- 12.1 Following the Bid submission, an Inquiry Committee appointed by DESFA will open the outer sealed envelope of the Bids at **12:30 hrs** of the **Bid Due Date**.

Representatives of Bidders participating in the Bid are invited to be present, if they so wish.

The evaluation of the Bids shall follow the procedure stated herebelow in three (3) separate and distinct stages:

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

- 12.2 The Inquiry Committee shall open Envelopes A and B and shall countersign the contents. The Inquiry Committee shall also at the same time sign the sealed Envelope C.

The Inquiry Committee reserves the right to request the submission of any clarification and supplementary or supporting documentation in relation to Envelopes A and B, according to article 310 of Law 4412/2016. Bidders shall reply in writing not later than seven (7) days from receipt of said request.

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

- 12.3 Following the conclusion and announcement of the evaluation of Envelopes A and B, Envelopes C shall be unsealed by the Inquiry Committee only for the Bids which have been so far accepted. The Inquiry Committee will inform in writing the relevant Bidders as to the place and time of unsealing of Envelopes C. The Inquiry Committee reserves the right to request the submission, of any clarification in relation to envelope C, according to article 310 of Law 4412/2016. Bidders shall reply in writing not later than seven (7) days from receipt of said request.

- 12.4 All sealed Envelopes as well as the Participation Guarantee Letter of the Bids which have not been accepted, will be returned, against receipt. The other documents of the rejected Bids will not be returned.

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

13. NOT APPLICABLE

14. CONTENTS OF Envelope A

Envelope A shall contain the following original plus one (1) copy of documents, in

sequential order as follows.

A. LEGALIZATION DOCUMENTS

14.1.1 Participation Guarantee Letter

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

14.1.2 Statement

The Bidder, or in case of a J/V each of its members shall submit a written statement, (as per Annex 4, SECTION, "Instructions to Bidders") stating that:

- The Bidder has studied all the terms of the Inquiry and accepts all terms contained in the Inquiry Documents with no reservations whatsoever.
- All submitted data and information contained in their Bid are true.

14.1.3 Contacting information

The Bidder's representative Name and Fax Number.

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

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

- (i) The Company Statutes valid according to the legislation of the country the Bidder is registered as well as the documents listed herebelow:

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

- (ii) A certified copy of the Minutes of Meeting of the Board of Directors, or other competent decision-taking body or duly authorised person of the Bidder:

- A. Regarding their decision to participate in the Bid according to the terms and provisions of this Inquiry
- B. Appointing a Legal Representative(s) authorised to represent the Bidder until the date of CONTRACT signature
- C. In case of J/V declaring the Company's percent participation in the J/V and naming the Leader of the J/V that shall be formed in the case of CONTRACT award.

D. In case of J/V appointing the Common Legal Representative of the J/V

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

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

14.2.3 Joint Ventures (J/V):

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

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

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

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

- 14.4.1 The Bidder's, or in case of a J/V each of its members', president of the BoD, chief executive officer, the members of the BoD (in case of companies with BoD, CEO) or any person having powers of representation and decision in respect of the company (in case of companies without BoD, CEO), shall submit an extract from the judicial record or, failing that, an equivalent document issued by a competent judicial or administrative authority in the country of origin or the country where that person comes showing that the aforementioned persons have not been the subject of a conviction by final judgment for one or more of the reasons listed below:

- A. Participation in a criminal organisation, as defined in Article 2 of Council Framework Decision 2008/841/JHA of 24 October 2008 on the fight against organised crime (OJ L 300, 11.11.2008, p. 42);
- B. Corruption, as defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union (OJ C 195, 25.6.1997, p. 1) and Article 2(1) of Council Framework Decision 2003/568/JHA of 22 July 2003 on combating corruption in the private sector (OJ L 192, 31.7.2003, p. 54) as well as corruption as defined in the national law of the contracting authority or the economic operator;
- C. Fraud within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests (OJ C 316, 27.11.1995, p. 48), which was ratified by Law 2803/2000 (A. 48);
- D. Terrorist offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA of 13 June 2002 on combating terrorism (OJ L 164, 22.6.2002, p. 3) respectively,

or inciting or aiding or abetting or attempting to commit an offence, as referred to in Article 4 of that Framework Decision;

- E. Money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council of 26 October 2005 on the prevention of the use of the financial system for the purpose of money laundering and terrorist financing (OJ L 309, 25.11.2005, p. 15) which was incorporated in the national legislation by Law 3691 / 2008 (A` 166);
- F. Child labour and other forms of trafficking in human beings as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council of 5 April 2011 on preventing and combating trafficking in human beings and protecting its victims, and replacing Council Framework Decision 2002/629/JHA (OJ L 101, 15.4.2011, p. 1), which was incorporated in the national legislation by Law 4198/2013 (A` 215);

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

- A. The Bidder is not bankrupt, under liquidation, bankruptcy, obligatory management, compromise, or is in any other similar situation resulting from a similar procedure (as it is for Greek Companies the procedure of Article 99 of Law 3588/2007, as applicable), as provided by National Legislation.
- B. No procedure has been instigated against the Bidder for declaration in bankruptcy, obligatory management, compromise or any other similar situation resulting from a similar procedure (as it is for Greek Companies the procedure of Article 99 of Law 3588/2007, as applicable), as provided by National Legislation.
- C. The Bidder has not been convicted for anything related to its professional integrity and behaviour.
- D. The Bidder has not committed any serious professional misdeed, which can be verified by any means by DESFA.

14.4.3 The Bidder, or in case of a J/V each of its members, shall submit Certificates issued by competent authorities in the country of registration proving that the Bidder, or in case of J/V each of its members:

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

Notes to 14.4.1, 14.4.2 and 14.4.3:

Where the country concerned does not issue such documents or certificates as

required above, these may be replaced by a declaration, by the Bidder, in front of Judicial or Administrative authority, notary or the appropriate professional organisation of the country where the Bidder is established, stating also, within the same declaration on oath, that the country concerned does not issue such documents or certificates as required above.

14.5 Not Applicable.

14.6 Not Applicable.

14.7 Published or certified copies of Bidder's, or in case of a J/V, of each of its members, Statements of Accounts for the last three (3) years, showing annual turnover. The average of the above last three (3) years annual turnover must be positive.

14.8 Not Applicable.

B. TECHNICAL EXPERIENCE DOCUMENTATION

14.9 Bidder's Profile

Documents indicating the profile, structure, organization and infrastructure of the Bidder, or in the case of a J/V each of its members, with regard to SCADA systems development and SCADA systems installation.

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

14.10 Bidder's General Experience:

a. List of Contracts demonstrating Bidder's, or in the case of J/V of each of its members, overall experience in providing and installing Bidder's produced SCADA systems that supervise an control gas or oil transmission pipeline systems and their stations as well as gas or oil processing or transportation installations, executed successfully during the last eight (8) years, stating analytically:

- i) description of the Works (Contract Scope)
- ii) name of the Client with reference person for communication
- iii) Contract number/type/date of signing
- iv) Short technical description of the Project according to the Contract
- v) Initial and final Contract price
- vi) Planed and actual completion period
- vii) The participation interest (%) in the J/V (if applicable)

b. List of Bidder's Contracts, or in the case of a J/V of each of its members, similar Contracts as above currently under execution, stating analytically the aforementioned information (as per 14.10 above) as well as the un-executed part for each Contract (in terms of progress/cost) at the Bid submission date.

Note on 14.10 a and b:

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

c. Minimum Experience Requirements

Subject to rejection of the Bid :

- a) the Bidder, must have supplied and installed successfully, independently or as a member of a J/V with a minimum participation interest of 50% in such J/V within the last five (5) years, two (2) SCADA systems of similar nature, size and complexity as of this bid, of which one (1) at least supervises and controls a gas or oil transmission pipeline and its stations with a minimum pipeline length of 600 Km
- b) the Bidder, must provide technical support and maintenance service after the end of the warranty period and have in force at least one (1) technical support contract as above on the SCADA system offered or on a previous version of the SCADA system offered.

The above must be proved by relevant documents issued by the respective owners, otherwise the declared experience will not be taken into consideration by DESFA.

In the case of a J/V, the above minimum requirements, may be satisfied cumulatively by J/V members. Anyone of the J/V members satisfying any of the above minimum requirements must participate with at least 30% interest in the J/V and one of them must be the Leader of the J/V.

14.11 Bidder's Quality Management System:

Subject to rejection of the Bid, the Bidder, or in case of a J/V each of its members, shall submit

- a) a Management System Quality Assurance Certificate according to ISO 9001 or equivalent Certificates or evidence of equivalent management quality assurance, as stated in Article 81 of the European Directive 2014/25/EU, valid at the time of Bid submission.
- b) industry security certificates or documents from an independent security and risk management organization for information systems, demonstrating that the SCADA system offered or a previous version complies with standard industrial automation and control systems such as ISA / IEC - 62443, NIST SP 800-82 or equivalent.

14.12 Not Applicable.

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

- 14.14 In case the Bidder relies on and uses the economic and financial or/and technical or/and professional capacity of Other Entities, as per Directive

2014/25/EC, article 79. These Entities must be registered in a European Union (E.U) or a European Economic Area (E.E.A) country or a country having an Association or Bilateral Agreement with the E.U, allowing the participation in Public Tenders of Contracting Authorities with activities in Natural Gas Sector and the documents mentioned below should be included in Envelope A for each Other Entity, as applicable according to its' legal form:

- 14.14.1 A Statement signed by the Legal representative of such Other Entity that all submitted data and information are true.
Duly certified J/V agreements or articles of Association valid, according to the legislation of the country of registration and the documents mentioned in article 14.2.1.i.a in case of Entities operating under Greek Law and article 14.2.1.i.b in case of foreign Entities.

Documents under subparagraphs 14.4 of present article, where the term "Bidder" is substituted by the term "Other Entity". In addition:

- In case the Bidder relies on and uses the economic and financial capacity of Other Entities, the duly certified documents described in paragraph 14.7 of present article,
- In case the Bidder relies on and uses the technical or/and professional capacity of Other Entities, the duly certified documents described in paragraphs 14.3, 14.9, 14.10 and 14.11 of present article,

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

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

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

- 14.14.3 Binding agreement in original between the Bidder and such Other Entity proving the commitment for provision of resources.

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

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

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

15. **CONTENTS OF Envelope B**

Envelope B shall contain one (1) original plus one (1) copy of the following documents, in sequence as follows:

15.1 A **BID LETTER** (as per Annex 1 attached herewith, **without prices**, duly signed by the Bidder

15.2 Bidder's Project Organization

a. Description of proposed Project Organizational Structure

The Bidder shall submit a detailed technical description of his plans to perform the various functions associated with the Project divided into the following areas:

- Management and coordination of the WORKS
- Detailed design, procurement, assembly, implementation and testing, stating the location of each activity
- Training of DESFA's personnel
- Installation, commissioning, migration and start-up of the new system
- Operation of the new system
- Mobilization and de-mobilization of their Project organization
- Interfacing between the various activities (e.g. between Home Office and Site)

b. Project Organization Chart

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

Key positions are indicatively:

- Project Manager
- Engineering Manager
- SCADA Engineers
- Commissioning Manager
- Training Manager
- QA/QC Manager
- HSE Manager

c. List of Key Personnel

List of the Key Personnel including those of the main Subcontractors proposed by the Bidder to be dedicated for the execution of the Works including detailed CV's. The relation of the Key Personnel with the Bidder must be clearly stated.

DESFA reserves the right to request an interview with the proposed personnel during the Bid evaluation phase.

The Bidder shall also submit dates of availability of above mentioned personnel and a declaration and commitment stating that the personnel nominated in the Bid shall remain the same after CONTRACT Award.

15.3 Project Execution Proposal

a. Time Schedule:

The Bidder shall provide a summary and detailed Time Schedule in the form of a bar chart, showing critical milestones (e.g. CONTRACT award, mobilization, detailed design, main equipment/materials procurement, implementation, factory acceptance testing, shipment of system, site installation, commissioning, Mechanical Completion, etc.), critical paths, pre-requisites (if any) Bidder considers important, interfaces between disciplines within Bidder's organization and interfaces with external parties (e.g. subcontractors, etc.), and other descriptive information illustrating Bidder's strategy for the timely achievement of the Project Completion Date.

b. Project Execution Plan:

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

This Project Execution Plan shall at least include the following:

- 1) Extent of subcontracting any of the WORKS and proposed subcontractors. Comprehensive information for each subcontractor must be submitted.
- 2) Manpower histograms separately for:
 - a. Project Management, Engineering and Procurement.
 - b. Construction comprising hardware assembly, software configuration, software programming, testing at factory, installation at site, testing at site, commissioning and migration, separately for management / administrative, engineering and installation/commissioning personnel, split on a monthly basis. Subcontractor's personnel shall be indicated per subcontractor.
- 3) Mobilization and de-mobilization plan for personnel.
- 4) List of Bidder's (including subcontractors') main equipment for the execution of the WORKS (e.g. computer systems, test equipment, etc.). The list should include information concerning make and source of supply (owned, hired, etc.) as well as adequate technical data for each of the equipment.
- 5) Work procedures the Bidder intends to apply during Project execution covering all major implementation, installation and commissioning activities, including warehousing and material handling as well as modifying existing equipment and systems.
- 6) Extent of proposed prefabrication, hardware assembly, details of transporting and installation.

c. Planning, Scheduling and Progress Monitoring and Control:

The Bidder shall submit separately outlined proposals for Planning, Scheduling and Progress Monitoring and Control of all aspects of WORKS. The proposals shall be sufficiently explanatory and shall describe how potential delays can be identified and avoided.

The Bidder shall submit samples of documents to be used in connection with progress measurement, monitoring, evaluation and reporting (outline and contents of the proposed Progress Reports).

Note:

In case the Bidder is a Consortium or use of Article 14.12 hereabove, the split of tasks and responsibilities between the members of the Consortium or other Entity shall be described in detail.

d. Procurement:

The Bidder shall provide specific procurement procedures for the Project covering aspects such as Vendor selection, purchasing, expediting, inspection, shipping/transport, storage, material control, etc.

Copies of Bidder's standard terms and conditions of purchasing as well as sample report forms must be also submitted.

The Bidder shall submit a proposed Vendors List for the materials to be procured by CONTRACTOR in accordance with DESFA's requirements as specified in the CONTRACT. Vendors are subject to DESFA's approval.

Vendors nominated in the Bid may not be changed by the CONTRACTOR without DESFA's approval.

15.4 Bidder's Quality System

The Bidder shall submit a Project specific Quality Manual and Quality Plan. The Project Quality Plan shall present a detailed breakdown of all Project activities. For each one of these activities the following fields shall be clearly identified:

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

The Project Quality Manual shall have the structure dictated by ISO 9001 and shall adequately cover the following issues:

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

The successful Bidder (CONTRACTOR) shall perform all activities within a framework of its own Quality System which shall meet the requirements of DESFA's Specification QA-SPC-001 (Appendix F in Section III) and the standards of ISO 9001. Special care

shall be taken by the CONTRACTOR for the stringent implementation of the Quality System throughout the construction period. No activity shall be deemed completed until all the QA/QC requirements have been satisfied, documented by the CONTRACTOR'S QA Department and accepted by DESFA's Representative.

15.5 Engineering and Suppliers Information

Bidders shall submit Engineering and Suppliers' information for the execution of WORKS as described in the 'Scope of Work' and in the Technical Description 'Requirements & Specifications' (Section V).

Provided information should enable the Technical Evaluation of the Bid by DESFA for concluding whether the DESFA requirements and specifications are met.

As a minimum, this should include information for evaluating the points listed herebelow:

- a) Satisfactory and unambiguous description of offered materials, software, services and works
- b) Compliance with technical requirements
- c) Compliance with required works at each site
- d) Compliance with battery limits

Provided information should include supplier information i.e. Data Sheets, Technical Literature, Outline drawings for equipment as well as technical and QA certification.

Failure to satisfy the technical requirements and specifications described in the 'Scope of Work' and in the Technical Description 'Requirements & Specifications' (Section V) or failure to provide adequate information in this respect shall result in the rejection of the Bid.

15.6 Any other Information

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

15.7 Deviation list

General Notes on ENVELOPE B:

- 1) Deviations, if any and to the extent permitted by the Article 8 above, should be entered into a separate list under a relevant heading. In case there are no such deviations the word "NONE" must be stated in a relevant document, under the same as above heading.**
- 2) Bidders should not include in ENVELOPE B any data connected to their offered prices (included in ENVELOPE C), otherwise their offer shall be rejected.**

IMPORTANT NOTE:

It is hereby clarified that Bidder's Technical Data contained in Envelope B shall be reviewed by DESFA solely for the purpose of Bid's evaluation. This review can in

no way be interpreted as DESFA's acceptance of the Bidder's Technical Offer. The Works as per the Contract to be signed with the successful Bidder (CONTRACTOR) shall be executed, tested and completed as per DESFA's instructions described in the technical part of the Inquiry/Contract Documents.

16. CONTENTS OF Envelope C

16.1 Envelope C must contain one (1) original of the following documents:

A. **BID LETTER** (as per Annex 1), duly stamped and signed by the Bidder.

B. **Price Schedule** (as per Annex 3), filled-in and duly stamped and signed by the Bidder.

- All quoted prices shall be expressed in EURO
- Offer Prices quoted in the Price Schedule should be in strict accordance with the Inquiry Documents.
- Quoted CONTRACT PRICE shall include any cost for execution of the WORKS described in the Inquiry Documents, including CONTRACTOR's profit.
- Any withholding tax, duty or mandatory contributions to public authorities or institutions shall be included in the offered price, with the explicit exception of the Value Added Tax (VAT).

16.2 The Bidder shall initial and stamp each page of the contents of Envelope C as well as must sign and stamp the Bid as provided in the Inquiry Documents.

16.3 In case any deviation from DESFA'S requirements is contained in Bidder's ENVELOPE C, which is not mentioned in the relevant list as per Art. 8 and 15 hereinabove, DESFA reserves the right to reject the Bid.

16.4 Any un-initialed page may be initialed by the Legal Representative of the Bidder at the time of opening of Envelope C. In any case all members of the Inquiry Committee may initial the relevant pages of the contents of Envelope C and Bid shall be considered as valid. However, any omission in duly signing by the Legal Representative the contents of Envelope C as provided in the Inquiry Documents, shall be a reason for rejection of the Bid.

16.5 The offered Lump Sum (CONTRACT PRICE) shall be CONTRACTOR's full compensation for the execution of the WORKS so as to satisfy all requirements of SECTION "Scope of WORK".

17. EVALUATION PROCEDURE

Evaluation of the Bids shall be performed as follows:

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

17.2 Bids shall be rejected if:

- It appears from the Envelopes A and B that the Bidder does not have the know-how or the experience and generally the technical and/or the financial capacity for executing the CONTRACT.
- The bid does not meet the technical requirements and specifications or does not provide adequate information to establish whether the technical requirements and specifications are met
- The Bidder has committed any serious professional misdeed which can be verified by any means by DESFA.
- The Bidder has provided, at any stage of the Inquiry, false information.
- The Bid is not precise enough to the point that it is impossible to establish with certainty what is offered against which price, or the Bid is not responsive or the offer price is unreasonably low.

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

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

17.4 In case a deviation is contained in the contents of Envelope B and such deviation is not mentioned in the list of deviations as per Art. 8 and 15 hereinabove, then DESFA reserves the right to consider that this constitutes a case of submission of false information and to reject the Bid.

17.5 TECHNICAL EVALUATION OF THE BIDS

The items set out in the table here below, will be used for the Technical Evaluation of the Bids based on submitted information contained in Envelope B.
The grading and evaluation procedure set out here below shall be strictly followed.

ITEM No	ITEM	WEIGHTING FACTOR	GRADE (*)	WEIGHTED GRADE
1.	Project Organization (see Article 15.2)			
1.1.	Project Organizational Structure (see Article 15.2a)	5%		
1.2.	Project Organization Chart and List of key personnel (see Articles 15.2b and 15.2c)	15%		
2.	Project Execution Proposal (see Article 15.3)			
2.1.	Time Schedule (see Article 15.3a)	5%		
2.2.	Execution Plan (see Article 15.3b)	15%		

HELLENIC GAS TRANSMISSION SYSTEM OPERATOR (DESFA) S.A.
GREEK NATURAL GAS TRANSMISSION SYSTEM

Replacement of SCADA System

2.3.	Planning, Scheduling & Progress Monitoring and Control (see Article 15.3c)	10%		
2.4.	Procurement (see Article 15.3d)	15%		
3.	Bidder’s Project Quality System (see Article 15.4)	5%		
4.	Engineering and Suppliers Information (see Article 15.6)	30%		
Total		100%		
BIDDERS’ TECHNICAL PROFILE TOTAL WEIGHTED GRADE				

(*) Grade shall be given as follows:

- 100:** Items for which the Technical Offer is fully documented, in full accordance with the Inquiry requirements, or better.
- 70:** Items for which the Technical Offer is complete and satisfactory in most major issues of the Inquiry requirements. Minor omissions do not affect the WORKS.
- 30:** Items for which the Technical Offer is incomplete in major issues and can not be considered as technically acceptable.
- 0:** Items for which the Technical Offer is not acceptable.

Grade shall be given on a 10 point scale (i.e. 100, 90, 80,...etc).

During the Technical Evaluation phase, the Technical Offers are rejected under the following conditions:

- a. If the Bidder's Total Grade is less than 70.
- b. If the Bidder's Grade in any of the items (1, 2, 3) in the Table here above is 30 or less.
- c. If the Bidder's Grade in item 4 in the Table here above is less than 70.

17.6 FINANCIAL EVALUATION

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

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

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

IMPORTANT NOTE:

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

- 17.7 DESFA reserves the right not to award the CONTRACT as a result of this Inquiry, or to repeat the Inquiry or any phase of it or cancel the Inquiry or proceed otherwise according to applicable law, without any obligation to the Bidders.
- 17.8 The evaluation of the Bids will be concluded with the (written) approval of its results by DESFA.

18. AWARD-CONTRACT SIGNATURE

- 18.1 The successful Bidder will receive a Letter of Intent (by letter or fax).

The successful Bidder upon receipt of said Letter of Intent, but not later than two (2) working days as from its receipt, shall notify DESFA (by letter or fax) of its acceptance without any reservation.

Following said acceptance, a Letter of Award (by letter or fax) will be issued by DESFA.

- 18.2 The CONTRACT will be signed as soon as said Bidder submits to DESFA the following documents which documents in any case should be submitted not later than ten (10) working days from the day of receipt by said Bidder of the Letter of Award:
- A. Minutes of the successful Bidder's (or in case of a J/V from each of its members) Board of Directors, or other competent decision making body of successful Bidder, duly signed, and stating:
 - (i) Their decision to accept the CONTRACT award.
 - (ii) The appointment, by a Power of Attorney, of the Legal Representative(s) who must be authorised to sign the CONTRACT and to act on CONTRACTOR'S behalf during the execution of the CONTRACT.
 - B. Declaration signed by said Legal Representative(s) accepting the aforementioned Power of Attorney without any conditions or reservations.
 - C. Performance Guarantee as stated in Article 9 hereabove (GUARANTEES).
 - D. In case of a Joint Venture, legal documents proving that the Joint Venture has been formed according to Article 11 stipulations and according to the Law.

All the above documents must be duly certified by the competent authority of the country of registration, and shall be accompanied by official translation in the Greek or English language.

18.3 In case the successful Bidder fails to notify DESFA the acceptance of DESFA's Letter of Intent within the aforementioned two (2) days time limit or fails to submit the aforementioned documents of paragraph 18.2 above after DESFA's letter of Award, DESFA shall have the right to cancel the award of the CONTRACT to said Bidder and to claim for compensation of damages related to the delays due to such failure of said Bidder and provisions of article 9.5 hereinabove shall apply.

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

19. NOT APPLICABLE

20. CONFIDENTIALITY

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

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

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

21. RESERVATIONS AND RIGHTS OF DESFA

21.1 Participation to the Bid constitutes an acceptance by the Bidder that it has complete knowledge of the terms and provisions of the Inquiry Documents and accepts their contents without reservation.

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

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

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

21.3 The Bid is considered to be a proposal to DESFA and not an acceptance of it by DESFA. Therefore the CONTRACT sample and other issues and documents imply that the

Bidders submit their Bid in accordance with the terms and provisions of those issues and documents that constitute an integral part of their Bid.

- 21.4 The terms, provisions and limitations concerning the submission of Bids are to the benefit of DESFA, who is entitled to proceed with any relevant change before the submission of Bids without any right on behalf of the Bidder or other third parties arising from this fact.

22. LOCAL LAWS AND REGULATIONS

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

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

23. NOT APPLICABLE

24. SITE VISIT

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

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

25. CLARIFICATION MEETINGS / DESFA's CLARIFICATION OF BID

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

26. BIDDER'S CLARIFICATION REQUESTS

Bidders may request in writing clarifications of the Inquiry Documents at any time up to fourteen (14) days prior to the Bid due date.

DESFA will endeavour to reply to the requested clarifications not later than eight (8) days before the Bid due date.

27. DESFA's AMENDMENTS TO THE INQUIRY

DESFA may issue amendments in the form of a Bid Addendum at any stage during the Bid period but not later than six (6) DAYS before the initial Bid due date and extend

the time for submission of Bids if such extension will be considered appropriate by DESFA.

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

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

28. ATTACHED DOCUMENTS

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

Annex 1: FORM OF BID LETTER

Annex 2: FORM OF PARTICIPATION GUARANTEE LETTER

Annex 3: PRICE SCHEDULE

Annex 4: FORM OF STATEMENT