

**HELLENIC ATHLETICS FEDERATION (SEGAS)**

**CALL FOR OPEN PUBLIC INTERNATIONAL TENDER  
FOR THE SELECTION OF A CONTRACTOR  
FOR THE PROJECT**

**SUPPLY OF MEDALS FOR THE RACE “ATHENS MARATHON.  
THE AUTHENTIC” FOR YEARS 2019-2022 WITH THE RIGHT  
FOR EXTENSION UNTIL 2026”**

# **1. CONTRACTING AUTHORITY AND OBJECT OF THE CONTRACT**

## **1.1 CONTRACTING AUTHORITY INFORMATION**

Authority's name	<b>HELLENIC ATHLETICS FEDERATION (SEGAS)</b>
Address:	<b>137 Syngrou Ave.</b>
City	<b>N. Smyrni</b>
Postal Code	<b>17121</b>
Country	<b>Greece</b>
NUTS Code	<b>EL303: Central Athens</b>
Telephone	<b>+30 211-1877749</b>
Fax	<b>+30 210 - 9.359.334</b>
Email	<b>supplies@segas.gr</b>
Contact person	<b>A. Kasiolas</b>
General World Wide Web address (URL)	<b>www.segas.gr</b>

### **Contracting Authority (CA) Type**

The Contracting Authority is an **Athletics Federation under Article 19, L.2725/1999, a legal person governed by private law. It is a non-central contracting entity**

### **Main activity of the CA**

The Contracting Authority is mainly active in sporting activities.

The applicable national law shall be the Greek Law.

### **Contact information**

- a) The contract documents are available for free, full, direct & free of charge online access via the portal [www.promitheus.gov.gr](http://www.promitheus.gov.gr) of the National Electronic Public Procurement System;
- b) Further information will be available on the above mentioned address.

## **1.2 Information on Procedure - Financing**

### **Procedure type**

The competition shall be an open tender procedure pursuant to Article 27, L. 4412/16.

### **Financing of the contract**

The financing operator of this contract is SEGAS. The expenditure for this contract burdens the operator's budget for the financial years 2019 – 2022 and in case of an extension for years 2023-2026.

## **1.3 Brief description of the physical and financial object of the contract**

The object of the contract is the supply of medals for the race "Athens Marathon "the Authentic" that will take place during the years 2019-2022 and in case of an extension of the contract, 2023-2026".

The provided services are classified under the following codes of the Common Procurement Vocabulary (CPV): 18512200-3

The estimated value of the contract amounts to €850.000 plus V.A.T.

The term of the contract is set from the date of the award until 31/12/2026.

A detailed description of the physical and financial object of the contract is provided in ANNEX I herein.

The contract will be awarded on the basis of the most economically advantageous tender, based on the price.

## **1.4 Institutional framework**

The award and execution of the contract are governed by the applicable legislation and the delegated regulatory acts issued thereof, as currently in force, and in particular:

- L. 4412/2016 (A' 147) "*Public Works, Procurement and Service Contracts (adaptation to Directives 2014/24/EU and 2014/25/EU)*"
- L. 4270/2014 (A' 143) "*Principles of financial management and supervision (adaptations of Directive 2011/85/EU)- public accounting and other provisions*",
- L.4250/2014 (A'74) "*Administrative simplifications – Repeals , mergers of Legal Persons and services of the public sector – Amendment of provisions of P.D. 318/1992 (A' 161) and other settings*" and especially the provisions of article 1,
- L. 4152/2013 (A' 107) par. Z "*Adaptation of Hellenic Legislation to Direction 2011/7 of 16.2.2011 for combating late payments in commercial transactions*",
- L. 4013/2011 (A' 204) "*Establishment of Single Public Procurement Authority and Central Electronic Register for Public Procurement*",
- article 4 of p.d. 118/07 (A' 150)
- L. 3548/2007 (A' 68) "*Registering of the publications of the public sector bodies at the Prefecture and local Press and other provisions*",
- L. 2859/2000 (A' 248) "*Enactment of the Code of Value Added Tax*",
- L. 2121/1993 (A' 25) "*Copywrite, Related Rights and cultural affairs*",
- of the Minister of Economy and Development Decision No. 57654 (B 1781/23.5.2017) "*Regulation of specific issues regarding the operation and management of the Central Electronic Registry for Public Procurement (KIMDIS) of the Ministry of Economy and Development*"
- of the Minister of Economy and Development Decision No. 56902/215 (B 1924/2.6.2017) "*Technical details and operation procedures of the National Electronic Public Procurement System (ESIDIS)*",
- the issued regulatory acts executing the above laws, any other provisions expressly mentioned or derived from the terms of this tender specifications, as well as all the provisions of the insurance, labour, social, environmental and tax law governing the award and execution of this contract, even if not explicitly mentioned above.
- the SEGAS Board of Directors' (BoD) Decision dated 15/5/2019 regarding the conduct of this Call for Tenders

## **1.5 Deadline for receipt of bids and conduct of tender**

The closing date for the receipt of bids is 18/6/2019 at 10.30 a.m.

The procedure will be carried out through the platform of the National Electronic Public Procurement System (E.S.I.D.I.S.), which is accessible via the Internet portal [www.promitheus.gov.gr](http://www.promitheus.gov.gr).

## **1.6 Publicity**

### **A. Publication in the Official Journal of the European Union**

The call for tenders of this contract was electronically sent for publication on 16/5/2019 to the Publications Office of the European Union. (TED PUBLICATION: 2019/S 096-231556, Date: 20/5/2019)

### **B. Publication on a national level**

The Call and the full text of this Call for Tenders were posted to the Central Electronic Registry for Public Procurement (KIMDIS).

The full text of this Call for Tenders was also posted on the ESIDIS portal: <http://www.promitheus.gov.gr>, where the *relevant online contract award procedure on the ESIDIS platform* received the Systemic Serial Number: 74119

The Call for Tenders was posted on the website of the Contracting Authority at the URL : [www.segas.gr](http://www.segas.gr)

## **1.7 Principles applicable to the award procedure**

The economic operators are committed to:

(a) observe and continue to comply with their obligations during the execution of the contract, if selected, under the provisions of environmental, social security and labour law established by Union law, national law, collective agreements or international environmental, social and labour law provisions listed in Annex X, Appendix A, L.

4412/2016. Compliance with these obligations shall be checked and certified by the bodies responsible for the performance of public contracts and the competent public authorities and bodies acting within the limits of their responsibility and competence<sup>1</sup>.

(b) not act unfairly, illegally or improperly throughout the award procedure, but also at the stage of execution of the contract, if selected

(c) take any appropriate measures to safeguard the confidentiality of information classified as such.

## **2. GENERAL AND SPECIAL TERMS OF PARTICIPATION**

### **2.1 General Information**

#### **2.1.1 Contract Documents**

The documents of this procurement procedure are as follows:

1. the Contract Notice (ADAM.....),
2. the European Single Procurement Document (ESPD)
3. any additional information that may be provided in the course of the procedure, in particular on the specifications and the supporting documentation.

#### **2.1.2 Communication - Access to the Contract documents**

All communications in relation to the key elements of the procurement procedure as well as all exchanges of information, in particular the electronic submission, are carried out using the platform of the National Electronic Public Procurement System (ESIDIS), which is accessible via the Internet portal [www.promitheus.gov.gr](http://www.promitheus.gov.gr).

#### **2.1.3 Requests for clarification**

The relevant requests for clarification shall be submitted electronically, no later than six (6) days before the closing date for submission of tenders and shall be answered respectively on the website of the tender through the ESIDIS Internet portal [www.promitheus.gov.gr](http://www.promitheus.gov.gr). Requests for additional information - clarifications may be submitted by registered economic operators, i.e. those who have been granted the relevant credentials (user name and password), and the electronic file with the text of the questions shall be necessarily electronically signed<sup>2</sup>. Any requests for clarifications submitted in any other way or any electronic file accompanying them which are not electronically signed, shall not be taken into account.

The contracting authority may extend the time limit for the receipt of tenders so that all economic operators concerned can obtain all the information necessary for drawing up tenders in the following cases<sup>3</sup>:

- (a) where, for any reason whatsoever, any additional information, although requested by the economic operator in good time, has not been provided at the latest four (4) days before the specified deadline for the receipt of tenders;
- (b) where the contract documents are subject to material changes.

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

When additional information is not requested in time or it is not relevant for the preparation of suitable bids, no extension of deadlines is required.

#### **2.1.4 Language**

The contract documents have been drafted in Greek.

Any objections or pre-trial appeals shall be submitted in Greek.

The **bids** and the information contained therein are drafted in Greek or English and are accompanied by an official translation in Greek. Foreign documents and supporting documents shall be governed by The Hague Convention of 5 October, 1961, as ratified by L. 1497/1984 (A188)<sup>4</sup>. In particular, foreign private documents may be accompanied by a translation in Greek certified either by a person competent under national law or by a person legally competent in the country where the document was drawn up<sup>5</sup>.

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<sup>1</sup> Article 18 par.2 L. 4412/2016

<sup>2</sup> cf. no. 56902/215 "Technical details and operating procedures of the National System of Electronic Public Procurement (ESIDIS)" (article 14)

<sup>3</sup> Cf. article 67, par. 3 of L. 4412/2016 and article 121, par. 5 of L. 4412/2016.

<sup>4</sup> It is allowed to submit any public document and supporting document referring to a foreign enterprise in the form of a certified copy originating either from the legally validated document from the competent Consulate of the country of the tenderer or from the original document bearing the Apostile stamp in accordance with the Treaty of The Hague of 05-10-61. Such ratification should be made by a lawyer within the meaning of Articles 454 of the CCI and 53 of the Code of Lawyers.

<sup>5</sup> Article 94 par. 4 of L. 4412/2016.

The **documentation** is drafted in Greek or English and is accompanied by an official translation in Greek. Foreign public documents and supporting documents shall be governed by The Hague Convention of 5 October, 1961, as ratified by L. 1497/1984 (A 188). In particular, foreign private documents must be accompanied by a translation in Greek certified either by a person competent under national law or by a person legally competent in the country where the document was drawn up<sup>6</sup>.

Informative and technical brochures and other forms - corporate or not - with special technical *content* may be submitted in another language (i.e. English) without a translation into Greek

Any form of communication with the contracting authority, as well as with the contractor, will be mandatorily made in Greek<sup>7</sup>.

### **2.1.5 Guarantees<sup>8</sup>**

The Letters of Guarantee mentioned in paragraphs 2.2.2 and 4.1. shall be issued by credit or financial institutions or insurance undertakings, within the meaning of Article 14, (1)(b) and (c) of L. 4364/2016 (A'13), legally operating in the European Union or the European Economic Area Member States or GPA member states, and have this right in accordance with the applicable provisions. They may also be issued by the Greek Unified Insurance Fund of Independently Employed - Engineers and Public Works Constructors Fund or be provided with a promissory note issued by the Greek Consignment Deposits and Loans Fund, by depositing the respective amount of money. If the consignment is made with a securities deposit note at the Greek Consignment Deposits and Loans Fund, the coupons or dividends expiring during the guarantee period shall be reimbursed upon their expiration to the economic operator in favour of which the guarantee is issued.

Letters of guarantee may be issued at the option of economic operators by one or more issuers of the above paragraph.

These guarantees shall include, as a minimum, the following information: (a) the date of issue, (b) the issuer, (c) the contracting authority to which it is addressed, d) the guarantee number, (e) the amount covered by the guarantee, (f) the full name, the VAT No and the address of the economic operator in favour of which the guarantee is issued (in the case of an association, all the above for each member of the association shall be indicated); (g) the terms mentioning that: (aa) the guarantee is provided irrevocably and unconditionally, and the issuer waives its right of division and benefit of discussion, and (bb) in case this guarantee is forfeited, the amount of the forfeiture shall be subject to the applicable stamp duty, (h) the details of the relative call for tenders and the closing date for the submission of tenders, (i) the guarantee expiry date or validity period, (j) an undertaking of the obligation by the guarantee issuer to pay the guarantee amount wholly or partly within five (5) days after simple written notice to the person it is addressed, (k) in the case of performance and advance payment guarantees, the number and title of the contract in question.

The contracting authority shall contact the issuers of the letters of guarantee in order to assure their validity.

## **2.2 Right of participation - Qualitative Selection Criteria**

### **2.2.1 Right of participation**

1. Participants in the procedure for the award of this contract can be natural or legal persons and, in the case of associations of economic operators, their members, which are established in:

- a) a Member State of the European Union;
- 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 procurement contract to be awarded is covered by Annexes 1, 2, 4 and 5 and the General Notes of Appendix I of the GPA relevant to the Union, as well as
- d) third countries not covered by the above subparagraph (c) and having concluded bilateral or multilateral agreements with the European Union on public procurement procedures<sup>9</sup>.

2. Associations of economic operators, including temporary partnerships, are not required to have a specific legal form<sup>10</sup> for bidding<sup>11</sup>. The contracting authority may require that the associations of economic operators have a specific legal form, in case they are awarded the contract.

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<sup>6</sup> Cf. article 80 par. 10 L. 4412/2016, as was amended with article 107 (14) of L. 4497/2016.

<sup>7</sup> Subject to the full or partial drafting of the documents in another language

<sup>8</sup> Cf. par. 3, 4 and 5 L. 4412/2016

<sup>9</sup> In so far as they are covered by Annexes 1, 2, 4 and 5 and the General Appendix GPA Appendices I to the GPA as well as the other international agreements to which the Union is bound, A.A. reserve to projects, goods, services and economic operators of the countries which have signed the agreements equally favourable treatment to that reserved to works, goods, services and economic operators of the Union.

3. In the case of a tender submitted by an association of economic operators, all its members are jointly and severally liable to the contracting authority<sup>12</sup>.

### 2.2.2 Guarantee of participation<sup>13</sup>

**2.2.2.1.** To ensure the validity of participation in the procurement procedure of this contract, a participation letter of guarantee<sup>14</sup> of EUR 2,000<sup>15</sup> is deposited by the participating economic operators (tenderers).

In the case of an association of economic operators, the guarantee also includes the condition that the guarantee covers the obligations of all the economic operators involved in the association.

The participation warranty must be valid for at least thirty (30) days after the expiration of the validity term of the tender referred to in Article 2.4.5 herein, otherwise the tender will be rejected. The contracting authority may ask the tenderer to extend the term of validity of the tender and the participation guarantee before their expiration.

**2.2.2.2.** The participation guarantee is returned to the contractor on presentation of the performance guarantee.

The participation guarantee is returned to the other tenderers, in accordance with the specific provisions of Article 72, L. 4412/2016<sup>16</sup>.

**2.2.2.3.** The participation guarantee shall be forfeited if the tenderer withdraws its tender while it is valid, provides false data or information referred to in Articles 2.2.3 to 2.2.8, does not submit in time the accompanying documents provided herein or does not come in time for signing the contract.

### 2.2.3 Exclusion grounds<sup>17</sup>

An economic operator may be excluded from participation in this procurement procedure, if it (being an individual natural or legal person) or one of its members (being an association of economic operators) falls within any of the following grounds:

**2.2.3.1.** Where there is an irrevocable<sup>18</sup> conviction on one of the following grounds:

(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 organized 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), and as defined in the applicable legislation or national law of 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), as ratified with L. 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) or inciting or aiding or abetting an offence, as defined in Article 4 thereof;

(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), incorporated in the Greek legislation with L. 3691/2008 (A 166);

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<sup>10</sup> Cf. article 19 par. 2 L 4412/2016

<sup>11</sup> Where necessary, AA. may specify in the contract documents the manner in which associations of economic operators should meet the requirements of economic and financial standing or technical and professional capacity referred to in Articles 75, 76 and 77 where this is justified by objective reasons and is in accordance with the principle of proportionality (cf. Article 19 (2) of Law 4412/2016)

<sup>12</sup> Cf. article 19 par. 4 of L. 4412/2016.

<sup>13</sup> Cf. par. 1a), 3, 4, 5 of article 72 of L. 412/2016

<sup>14</sup> In case of a bid for one or more parts of the contract, the amount of the participation guarantee shall be calculated on the estimated value, excluding VAT, of the part (s) offered (see Article 72 (1a) of Law 4412/2016)

<sup>15</sup> The participation guarantee cannot exceed 2% of the estimated value of the contract excluding V.A.T. (article 72 par. 1 (a) L. 4412/2016).

<sup>16</sup> Cf. article 72 par. 1 L. 4412/2016, as amended with article 107(4) of L. 4497/2017 (A'171).

<sup>17</sup> Cf. article 73 and 74 of L. 4412/2016, as amended with article 107 of L. 4497/2017 (A'171).

<sup>18</sup> Cf. article 72 par. 1(a) L. 4412/2016, as amended with article 107(6) of L. 4497/2017 (A'171).

In particular, it should be noted that:

(a) for contracts over the limit, the reference to the EUSR in "final conviction" means, in view of the above legislative amendment, an "irrevocable sentence" and the economic operator's declaration in Part III.A. of the EUSR concerns only irrevocable conviction decisions.

(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), as incorporated into the national legislation by L. 4198/2013 (A 215).

An economic operator shall be also excluded when the person against whom a final, irrevocable conviction has been pronounced is a member of its administrative, management or supervisory body or has powers of representation, decision or control therein or control over it.

In the case of limited liability companies (LLC), personal companies (GP and LP) and private companies (Greek IKE), the obligation under the previous paragraph concerns the managers, as a minimum.

In the case of sociétés anonymes (SA), the obligation under the previous paragraph concerns the Managing Director, as a minimum, as well as all the members of the Board of Directors.

In the case of Cooperatives, the obligation under the previous paragraph concerns the members of the Board of Directors<sup>19</sup>.

In all other cases of legal persons, the obligation under the preceding paragraphs concerns their legal representatives.

**If, in the above cases (a) to (f), the exclusion period has not been determined by an irrevocable judgment, it shall be set to five (5) years from the date of the conviction by an irrevocable judgment<sup>20</sup>.**

**2.2.3.2.** In the following cases:

(a) where the tenderer has breached its obligations as regards the payment of taxes or social security contributions and this has been established by judicial or administrative decision of final and binding force, in accordance with the provisions of the country where it is established or national legislation, and/or;

(b) where the contracting authority can demonstrate by appropriate means that the tenderer has breached its obligations regarding the payment of taxes or social security contributions.

If the tenderer is a Greek citizen or is established in Greece, its obligations relating to social security contributions cover both principal and subsidiary insurance.

The economic operator shall not be excluded when it has fulfilled its obligations either by paying the taxes or the social insurance contributions due, including, where applicable, any interest accrued or fines, or by being submitted to a binding arrangement with a view to paying them<sup>21</sup>.

and/or

(c) the Contracting Authority is aware or can demonstrate by appropriate means that, within the two (2) years preceding the closing date for the submission of the bid, the economic operator has been charged with: (i) three (3) fines by the competent audit bodies of the Labour Inspection Body for violations of labour law, designated in accordance with the Ministerial Decree 2063/Δ1632/2011 (B 266) as of "high" or "very high" importance, resulting cumulatively from three (3) conducted audits, or (ii) two (2) fines imposed by the competent audit institutions of the Labour Inspection Body for labour law offences related to undeclared work, resulting cumulatively from two (2) conducted audits. The sanctions under points (i) and (ii) must be of final and binding force.

**2.2.3.3** Retained for numbering purposes

**2.2.3.4.** Retained for numbering purposes

**2.2.3.5.** Retained for numbering purposes

**2.2.3.6.** The tenderer shall be excluded at any time during the procurement procedure of this contract when it is proved that it is included in one of the above-mentioned cases due to its acts or omissions either before or during the procedure.

**2.2.3.7.** A tendering economic operator included in one of the situations referred to in paragraphs 2.2.3.1 and 2.2.3.2. can provide evidence to prove that the measures they have taken are sufficient to prove their credibility, even if the

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<sup>19</sup> Cf. article 73 par. 1 last two subparagraphs of L. 4412/2016, as amended by article 107 (7) of L. 4497/2017.

<sup>20</sup> Cf. paragraph 10 of article 73 L. 4412/2016, which was added with article 107 (9) L. 4497/2017.

<sup>21</sup> Cf. the last paragraph of Article 73 (2) of Law 4412/2016. An affidavit of the economic operator concerned is included in the EUSR (for contracts over the limits) or (for contracts below limits) in the standardized printed statement (TEYD) of Article 79 (4) of Law 4412/2016

relative exclusion grounds are met (self-cleansing). If the data are deemed sufficient, the economic operator concerned is not excluded from the contract award procedure. Measures taken by economic operators shall be assessed in the light of the seriousness and particular circumstances of the criminal offense or misconduct. If the measures are considered inadequate, the economic operator shall be informed of the grounds for this decision. An economic operator, in accordance with the provisions in force, excluded by a final decision at a national level from participation in the contract conclusion or concession award procedures may not make use of this option during the exclusion period laid down in this decision<sup>22</sup>.

**2.2.3.8.** The decision to ascertain whether or not the remedial measures are adequate in the preceding paragraph shall be issued in accordance with the provisions of par. 8 and 9 of Article 73, L. 4412/2016.

**2.2.3.9.** An economic operator to which the exclusion penalty has been imposed by the joint ministerial decision, Article 74, L. 4412/2016, is automatically ruled out from this contract award procedure.

## **Selection Criteria**

### **2.2.4 Suitability to pursue professional activity<sup>23</sup>**

*Economic operators involved in the procurement procedure of this contract are required to pursue commercial, industrial or craft activity related to the subject matter of the service. Economic operators established in a Member State of the European Union are required to be registered in one of the professional or trade registers kept in their State of establishment or to satisfy any other requirement set out in Annex XI of Appendix A, L. 4412/2016. In the case of economic operators established in a Member State of the European Economic Area (EEA) or in third countries acceding to the GPA or in third countries not covered by the previous case and having concluded bilateral or multilateral agreements with the Union on matters regarding public contract award procedures are required to be registered in corresponding professional or commercial registers. The economic operators established in Greece are required to be registered with the Chamber of Crafts or Commerce or Industry, or the Register of Manufacturers of Defense Material.*

### **2.2.5 Economic and financial standing**

The economic operators are required to have a total turnover of at least EUR 200,000 for each one of the last 3 years (2016, 2017 and 2018). This criterion has to be proven by official balance sheets – tax returns of the company.

### **2.2.6 Technical and professional ability**

With regard to the technical and professional ability for the current procurement procedure, the economic operators are required to have undertaken and successfully fulfilled during the period from 1/1/2016 until 31/5/2019 at least the following projects: a) supply of 15.000 medals in one massive street race and b) supply of 3.000 medals on each of three different massive street races.

The implementation of the projects will be proven by the presentation of medals in photographs (with the electronic bid) and in natural form at the offices of SEGAS within three days of the opening of the file of the technical bid.

In addition, there must be submitted certificates of successful execution by the organizers of the races attesting the good performance of the participant in the tender.

### **2.2.7 Retained for numbering purposes**

### **2.2.8 Support on third parties**

Economic operators may, with respect to the criteria of economic and financial standing (paragraph 2.2.5) and the technical and professional ability (paragraph 2.2.6), rely on the abilities of other operators, irrespective of the legal nature of their relationship with them<sup>24</sup>. In this case, they shall demonstrate that the necessary resources shall be available to them, by presenting the relative operators' commitment on which they rely on.

Under the same conditions, the associations of economic operators may rely on the abilities of the participants in the association or other operators<sup>25</sup>.

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<sup>22</sup> Cf. par. 7 article 73 L. 4412/2016.

<sup>23</sup> Cf. article 75 par. 2 L. 4412/2016

<sup>24</sup> Cf. article 78 par. 1 of law 4412/2016. They may also rely on the capabilities of the subcontractors in which they intend to entrust the execution of part / parts of the contract to be awarded

<sup>25</sup> Cf. last subparagraph of par. 1 article 78 L. 4412/2016.



## 2.2.9 Rules for proof of qualitative selection

### 2.2.9.1 Preliminary proof during tender submission

As preliminary proof that the economic operators concerned: (a) do not fall within any of the situations referred to in paragraph 2.2.3; and (b) they meet the relevant selection criteria under paragraphs 2.2.4, 2.2.5 and 2.2.6 hereof, they shall be provided at the time of submitting their tender, as proof of participation, the European Single Procurement Document (ESPD), according to the attached to this Call for Tenders, Annex II, which is an up-to-date solemn declaration, falling within L. 1599/1986.

The ESPD is drawn up on the basis of the standard form in Annex A of EAADHSI Decision 158/2016 and is completed by the tendering economic operators in accordance to the Direction 15/2016 (Online Publication Number: ΩΧ0ΓΟΕΤΒ-AKH).

In all cases, where more than one natural person is a member of the administrative, managerial or supervisory body of an economic operator or has power of representation, decision-making or control over it, a European Single Procurement Document (ESPD) shall be submitted, bearing only the signature of the economic operator's representative on a case-by-case basis as a preliminary proof of the grounds for exclusion of Article 2.2.3.1 herein for all natural persons who are members of its administrative, managerial or supervisory body or have the power to represent, decide or control it.

"Representative of the economic operator" means its legal representative, as is apparent from its current articles of association or representation authorization at the time the tender is made, or the natural duly authorized person to represent the economic operator in respect of procurement procedures or of a specific contract award procedure<sup>26</sup>.

In the case of a tender by an association of economic operators, the European Single Procurement Document (ESPD) is submitted separately from each member of the association.

### 2.2.9.2 Means of evidence<sup>27</sup>

**A.** The participation right of the economic operators and the terms and conditions for their participation, as defined in paragraphs 2.2.1 to 2.2.8, shall be considered upon submitting the tender, upon submitting the supporting documents and upon concluding the contract in the cases of Article 105 (3)(c) of L. 4412/2016<sup>28</sup>.

Where an economic operator or association is based on the abilities of other operators in accordance with paragraph 2.2.8. the operators on whose ability they rely on shall be required to submit supporting documents proving that the grounds for exclusion of paragraph 2.2.3 herein are not met and that they meet the relevant selection criteria on a case-by-case basis (paragraphs 2.2.4 to 2.2.8)<sup>29</sup>.

The economic operator is obliged to replace an operator on whose ability it relies if the latter does not meet the relevant selection criterion or for which there are grounds for exclusion based on paragraphs 2.2.3.1, 2.2.3.2 and 2.2.3.4<sup>30</sup>.

The economic operators are not required to provide supporting documentation or other evidence, if and to the extent that the contracting authority has the ability to obtain the certificates or information concerned directly by accessing a national database in any Member State of the European Union, that is available free of charge, such as a national contract register, a Virtual Company Dossier, an electronic document storage system or a preselection system. The declaration on access to a national database is contained in the Standard Declaration Form (TEID).

The economic operators are not required to provide supporting documentation where the contracting authority which has awarded the contract already possesses the said supporting documentation and these remain valid<sup>31</sup>.

**B. 1.** In order to prove the non-existence of the grounds for exclusion under paragraph 2.2.3, the tenderers shall provide the following supporting documentation:

**(a)** as regards paragraph 2.2.3.1, an extract of the relevant register, such as a criminal record or, failing that, an equivalent document issued by a competent judicial or administrative authority in the Member State or country of

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<sup>26</sup> Cf. above footnotes as to signing the ESPD.

<sup>27</sup> Cf. Article 80 of Law 4412/2016. It is further noted that A.A. requires economic operators to provide only those means of proof that meet the exclusion criteria and selection criteria set out in Articles 2.2.3 to 2.2.8 of this. If, for example, it does not require a minimum level of financial adequacy for economic operators, then it will not ask for the evidence of paragraph B.3 hereof

<sup>28</sup> Cf article 104 par. 1 L. 4412/2016

<sup>29</sup> Cf. article 78 par. 1 L. 4412/2016

<sup>30</sup> The citation to paragraph 2.2.3.4 is provided when the A.A. sets out in the Call for tenderers one, more or all of the reasons for the exclusion of that paragraph. To be completed accordingly (cf. Article 78 of Law 4412/2016).

<sup>31</sup> Cf article 79 par. 6 L. 4412/2016.

origin or the country in which the economic operator is established, from which it appears that these conditions are met; The obligation to present this extract also pertains to the members of the administrative, managerial or supervisory body of the economic operator concerned or the persons having the power of representation, decision-making or control over it, as specifically mentioned in paragraph 2.2.3.1 above;

**(b)** as regards the certificates referred to in 2.2.3.2<sup>32</sup>, a certificate issued by the competent authority of the Member State or country concerned. The Contracting Authority may additionally ask for a solemn declaration of the provisional contractor in relation to the Social Security Agency ( in case the provisional contractor is established in Greece, it regards both principal and Subsidiary Insurance Agencies) to which it should pay contributions.

If the Member – State or the said country does not issue such a document or certificate, or or in cases where the document or certificate does not cover all the cases referred to in paragraphs 2.2.3.1 and 2.2.3.2, the document or certificate may be replaced by a sworn statement or, in the Member States or countries where no affidavit is provided, by a declaration of the person concerned before a competent judicial or administrative authority, a notary or a competent professional or a trade organisation of the Member State or the country of origin or the country where the economic operator is established.

The competent public authorities shall, where appropriate, provide a formal statement stating that the documents or certificates referred to in this paragraph are not issued or that these documents do not cover all the cases referred to in paragraphs 2.2.3.1 and 2.2.3.2;

**(c)** As regards the cases referred to in Article 2.2.3.2c herein, a certificate from the Planning and Coordination Directorate of the Labour Inspectorate Body, mentioning the fines issued against the economic operator within the period of two (2) years preceding the closing date for the submission of tenders;

**(d)** retained for numbering purposes; and

**(e)** for paragraph 2.2.3.9. a declaration by the economic operator that an exclusion decision has not been issued against it in accordance with article 74, L. 4412/2016.

**B. 2.** As to fulfil the requirement of Article 2.2.4. (proof of suitability to pursue professional activity), they shall provide a certificate/attestation of the relevant professional or commercial register of the State of establishment. The economic operators established in a Member State of the European Union shall provide a certificate/attestation of the corresponding business or commercial register pursuant to L. 4412/2016, Appendix A, Annex XI certifying both their registration and their specific profession. Where a country does not keep such a record, the document or certificate may be replaced by a sworn statement or, in Member States or countries where no affidavit is foreseen, by a solemn declaration of the person concerned before a competent judicial or administrative authority, a notary or a competent professional or commercial organisation of the country of origin or of the country where the economic operator is established, declaring that such a register is not kept and that the operator pursues the activity required for the execution of the contract to be awarded<sup>33</sup>.

The economic operators established in Greece shall submit a certificate of registration to the Chamber of Crafts or Commerce or Industry or to the Register of Manufacturers of Defence Material.

**B.3.** Retained for numbering purposes;

**B.4.** In order to prove the technical ability of paragraph 2.2.6, the economic operators shall provide the Contracting Authority with a) Precise Sample of the requested medal by SEGAS under the current procedure. The specifications of the medal and the ribbon, as included on Annex ..... Herein, should be taken under consideration and be kept accurate., b) Samples of the medals and the ribbons that have been delivered to the races that support the technical and professional ability of paragraph 2.2.6 within the time limit of paragraph 2.4.2.5

**B.5. Retained for numbering purposes**

**B.6.** In order to prove the good standing and representation of the company, in cases where the economic operator is a legal person, it shall present the legally binding documents of establishment and legal representation (such as articles of association, certificates of modification of works, respective issues of the Official Gazette, constitution of the BoD, in case of an SA, etc., depending on the legal form of the tenderer). The above documents must prove its good standing, all relevant amendments to the articles of association, the person(s) legally representing the company on the date of the tender (legal representative, right of signature, etc.), any third parties to whom a power of representation has been granted and the term of office of the person(s) and/or the members of the management body/legal representative.

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<sup>32</sup> In view of the short, in many cases, time-limit for the validity of tax and insurance certificates issued by national bodies, economic operators are required to obtain, in good time, certificates covering the time of submission of tenders, in accordance with the Article 104 of Law 4412/2016, in order to submit them, if they become temporary contractors. These certificates shall be submitted along with the other means of proof referred to in Article 22 by the provisional contractor through the functionality "Communication" of the subsystem.

<sup>33</sup> Cf. Annex XI Appendix A L. 4412/2016. It is noted that AA requires, in each case, for the economic operators established in Greece, a certificate of registration in one of the relevant Chambers/Registers, as the case may be.

**B.7.** The economic operators registered in official lists<sup>34</sup> provided for by the applicable national provisions or certified by certification bodies complying with the European certification standards within the meaning of L. 4412/2016, Appendix A, Annex VII, may provide the contracting authorities with a registration certificate issued by the competent authority or a certificate issued by the competent certification body.

These certificates shall mention the documents on the basis of which the economic operators concerned were entered in the official list or the certification and the classification in that list.

Certified registration in the official lists by the competent bodies or the certificate issued by the certification body constitutes a presumption of suitability as regards the qualitative selection requirements, which are covered by the official list or certificate.

The economic operators registered in official lists are exempt from the obligation to submit the documentation mentioned in their registration certificate.

**B.8.** The associations of economic operators submitting a joint tender shall submit the above-mentioned documentation, where appropriate, for each economic operator participating in the association, in accordance with the specific provisions of Article 19 (2), L. 4412/2016.

**B.9.** Where an economic operator wishes to rely on the abilities of other operators in accordance with paragraph 2.2.8, in order to prove the necessary resources are available to it, it shall provide in particular a written commitment of those operators to that end<sup>35</sup>.

## **2.3 Award criteria**

### **2.3.1 Award criterion**

The award criterion of the Contract<sup>36</sup> is the most economically advantageous tender based on price.

## **2.4 Preparation– Content of Tenders**

### **2.4.1 General terms of tender submission**

Tenders shall be submitted in accordance with the requirements set out in Annex I of the Call for Tenders for the total of the announced quantity of supply.

No alternative tenders are allowed.

Associations of economic operators shall submit a joint tender, which shall be compulsorily signed electronically either by all the economic operators that form the association or by their legally authorized representative. In the tender, it is necessary to specify the extent and type of participation (including the remuneration distribution among them) of each member of the association, as well as its representative/coordinator<sup>37</sup>.

### **2.4.2 Time and Method of Tenders Submission**

**2.4.2.1.** Tenders are submitted electronically via the ESIDIS web portal [www.promitheus.gov.gr](http://www.promitheus.gov.gr) until the closing date and time specified herein in Greek and in an electronic folder, in accordance with L. 4412/2016, and in particular Articles 36 and 37 and the Ministerial Decision No. 56902/215 «*Technical details and procedures for the operation of the National Electronic Public Procurement System (ESIDIS)*»<sup>38</sup>.

In order to participate in the tender, the interested economic operators are required to have an approved advanced electronic signature or advanced electronic signature supported by an approved certificate issued by an accredited certification service provider included in the trusted list provided for in Decision 2009/767/EC and in accordance with the provisions of Regulation (EU) 910/2014 and the provisions of the Ministerial Decision 56902/215" *Technical details and procedures for the operation of the National Electronic Public Procurement System*" (Government Gazette B 1924/02.06.2017), and to register with the electronic system (ESIDIS - Portal [www.promitheus.gov.gr](http://www.promitheus.gov.gr)) following the registration procedure under article 5 of the same M.D.

**2.4.2.2.** The time of submission of the tender and any electronic communication through the system is automatically assured by the system with time stamps according to the provisions of L. 4412/2016, Article 37, and Article 9 of the aforementioned Ministerial Decision.

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<sup>34</sup> Cf. article 83 L. 4412/2016.

<sup>35</sup> Cf. article 78 par. 1/80 par. 1 law 4412/2016. This undertaking could arise from a private agreement between a tenderer and a third party on whose skills is based, or by any other appropriate means

<sup>36</sup> See Article 86 (1) and standard form 2 of Annex II (Contract notice) paragraph II.2.5 of Commission Implementing Regulation (EU) 2015/1986 (L 296).

<sup>37</sup> Article 96, par. 7 of L. 4412/2016

<sup>38</sup> Correlation to article (Language) and (Communication) of the call for tenderers (particularly when paragraphs 1 and 5 of article 22 of Law 4412/2016 are applicable by choice of the A.A.)

After the closing date and time, new tenders cannot be submitted to the System. In the event of a technical failure of ESIDIS, the contracting authority shall regulate the how the tender shall proceed with a relevant announcement<sup>39</sup>.

**2.4.2.3.** The economic operators shall submit along with their tender the following:

(a) a (sub)folder marked "Participation Documents - Technical Bid", including the required supporting documentation and the technical bid in accordance with the provisions of the applicable legislation and this Call for Tenders.

(b) a (sub)folder marked "Financial Bid", including the financial bid of the economic operator and the supporting documentation required on a case-by-case basis.

The tenderer shall indicate, via the relevant field in the system, the elements of their tender which are confidential<sup>40</sup> in accordance with the provisions of Article 21, L. 4412/16. Where an economic operator classifies information as confidential due to technical or commercial confidentiality, it shall explicitly mention all relevant legal provisions or administrative acts that impose the confidentiality of that information.

Information regarding unit prices, the quantities offered, the financial bid and the technical bid that are used for its evaluation are not classified as confidential.

**2.4.2.4.** The economic operators prepare their technical and financial bid by filling in the corresponding electronic forms in the system. The system then generates the relevant electronic files which are electronically signed and are submitted by the tenderer. *The information contained in the system's special electronic form and the generated electronic pdf file (to be signed electronically) must be identical. Otherwise, the system generates a relevant message and the tenderer is asked to re-generate the electronic pdf file]*

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

The information and supporting documentation for the participation of the economic operator in the procedure are submitted by them electronically in .pdf file format and, if drafted/produced by them, they shall carry an approved advanced electronic signature or an advanced electronic signature using approved certificates without requiring signature authentication.

The system issues an electronic tender submission receipt, which is sent to the economic operator via e-mail.

The above information and the supporting documentation should be submitted in their original form by the economic operator to the contracting authority within three (3) working days after the electronic submission, in hard copy and enclosed in a sealed and stamped envelope according to L. 4250/2014. Such information and supporting documentation include, for example, the letter of guarantee, the original documents issued by private bodies and are not certified by a lawyer, as well as documents bearing an Apostille. Documents and supporting documentation bearing the electronic signature, the Official Gazette issues, the technical data sheets and any documents that operators are obliged to accept as copies of the originals pursuant to L. 4250/2014, shall not be submitted in hard copy.

The contracting authority may require from tenderers and candidates to submit, at any time during the procedure, in hard copy and within a reasonable time, the entirety or part of the supporting documentation and information submitted electronically when this is necessary for the proper conduct of the procedure.

### **2.4.3 "Participation Documents - Technical Bid" Folder Contents**

The information and supporting documentation for the tenderers' participation in the tender procedure shall include<sup>41</sup>:

(a) the European Single Procurement Document (ESPD), according to paragraph 2.2.9.1 herein. Tenderers shall complete the relevant ESPD form, which is posted in an editable file format doc, at the ESIDIS web portal [www.promitheus.gov.gr](http://www.promitheus.gov.gr) and forms an integral part of the Call for Tenders (Annex II).

b) the participation guarantee, as provided for in Article 72, L. 4412/2016 and Articles 2.1.5 and 2.2.2 respectively herein.

The associations of economic operators submitting a joint tender shall submit an ESPD for each economic operator participating in the association.

**2.4.3.2** The Technical Bid must cover all requirements and specifications set by the contracting authority under chapter "Requirements – technical specifications" of Annex I of the Call for tenderers describing precisely how the specific requirements and specifications are fulfilled. It includes especially documents and supporting documentation based on which the suitability of the offered specimens, the economic and financial adequacy (par. 2.2.5) and the technical and professional capability (par. 2.2.6) based on the award criterion, according to the analytically mentioned on the above Annex<sup>42</sup> <sup>43</sup>will be evaluated. The participants should state in which country and by which company the medal will be made/produced.

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<sup>39</sup> Cf. article 37 par. 4 of L. 4412/2016

<sup>40</sup> Cf. article 15, par. 1.2 of the above mentioned ministerial decree no. 56902/215/2017

<sup>41</sup> See article 93 (b) of L. 4412/2016

<sup>42</sup> Cf. article 93 par. 4 of L. 4412/2016

<sup>43</sup> Those include the evidence proving technical ability of the aforementioned specimens based on which the technical offer shall be evaluated. The evidence provided at the technical specifications of the good to be procured,

The economic operators mention which the part of the contract shall be assigned to third parties in the form of subcontract, as well as the subcontractors they propose<sup>44</sup>.

#### **2.4.4 “Financial Bid” Folder Contents / Method of drafting and submitting financial bids**

The Financial Bid is drafted based on the awarding criterion mentioned herein [price], in accordance with the requirements set out in Annex I of the call:

##### **a. Prices**

The price of the material to be supplied is quoted in Euro in total<sup>45</sup>.

Since the economic bid will not be set out in detail on the electronic system, the tenderer shall attach on sub-file “financial bid» its detailed financial bid per specimen, electronically signed in PDF format.

The price includes third-party deductions, as well as any other charge other than VAT, in accordance with the applicable legislation, for the delivery of the material at the place and in the manner determined in the contract's relevant documents<sup>46</sup>.

All third-party deductions are subject to the applicable proportional stamp duty and the levy on behalf of the Agricultural Insurance Organisation (OGA) applied thereto.

It is noted that the VAT percentage rate of the aforementioned price shall be automatically estimated by the system.

The quoted prices remain unchanged for the total duration of the contract and cannot be readjusted.

Bids shall be rejected as inadmissible, where: a) the price quoted is not in EURO or if it involves the conversion of EURO to another foreign currency, b) the price quoted is not clear, with the reservation of par. 4 of Article 102, L.4412/2016, and c) the price exceeds the contract's budget as determined and documented by the contracting authority<sup>47</sup> in Annex I herein.

#### **2.4.5 Validity period of the tenders<sup>48</sup>**

The submitted tenders shall be valid and shall bind the economic operators for 5 months from the day following the deadline for the conduct of the tender.

Any tender with a validity period shorter than the aforementioned shall be rejected.

The validity of the tender may be extended in writing, upon request of the contracting authority prior to the tender's expiry date, by correspondingly extending the validity period of the participation letter of guarantee, pursuant to the provisions of Article 72 par. 1 (a), L. 4412/2016 and par. 2.2.2. herein, but in any case, limited to a period equal to the above determined initial duration.

After the lapse of the aforementioned maximum tender validity extension period, the results of the award procedure are cancelled, unless the contracting authority justifiably considers, where appropriate, that it is in the public interest to continue the procedure. This means that the economic operators participating in the procedure may choose whether to extend their tender and their participation guarantee, provided that this had been requested prior to the expiration of the aforementioned maximum tender validity extension period, or not. In the latter case, the procedure continues with the economic operators that extended their tenders, whereas the rest of them are disqualified.

#### **2.4.6 Grounds for rejecting tenders<sup>49</sup>**

In accordance with the results of reviewing and evaluating the tenders, the contracting authority rejects, where appropriate, a tender:

a) that is not submitted within the set deadline, in the manner and with the content defined above and, in particular, in accordance with paragraphs 2.4.1 (General terms of tender submission), 2.4.2. (Time and method of tenders submission), 2.4.3. ("Participation Documents - Technical Bid" Folder Contents), 2.4.4. (“Financial Bid” Folder Contents / Method of drafting and submitting financial bids), 2.4.5. (Validity period of the tenders), 3.1. (Opening and evaluation of bids), 3.2 (Call for submission of supporting documents by the provisional contractor) herein<sup>50</sup>;

b) that has gaps, omissions, ambiguities or mistakes, that cannot be rectified or corrected or, in the case that they could be rectified or corrected, they haven't been corrected when clarifying and supplementing the tender in accordance with paragraph 3.1.1. herein;

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in accordance with the Appendix of the Call for Tenderers and any technical offer template, are mandatorily mentioned.

<sup>44</sup> See article 58 of L. 4412/2016

<sup>45</sup> Cf. par. 5(a) of article 95 of L. 4412/2016. At this point the relevant unit should be defined with clarity eg. man-hours etc.

<sup>46</sup> See par. 5 (a) of article 95 L. 4412/2016

<sup>47</sup> See par. 4 of art. 26 of L. 4412/2016

<sup>48</sup> Cf. article 97 L. 4412/2016

<sup>49</sup> Article 91 L. 4412/2016

<sup>50</sup> Cf. articles 92 to 97, article 100 as well as articles 102 to 104 of L. 4412/2016

- c) for which the tenderer hasn't provided the explanations required within the set deadline or if the explanation is unacceptable by the contracting authority pursuant to paragraph 3.1.1. herein and Article 102, L. 4412/2016;
- d) that is an alternative tender;
- e) that is submitted by a tenderer who has submitted two or more tenders; This restriction applies under the conditions of paragraph 2.2.3.4 .c herein (L. 4412/2016 article 73 4.c ) and in the case of associations of joint operators with common members, as well as in the case of economic operators participating independently or as members of an association.
- f) that is conditional;
- g) that sets a condition for readjustment;
- h) that is incomplete as regards the supporting documents requested by the present call and contains irregularities with regard to the terms and the technical specifications provided for in the contract.

### **3. CONDUCT OF THE PROCEDURE - BID EVALUATION**

#### **3.1 Opening and evaluation of bids**

##### **3.1.1 Electronic bid opening<sup>51</sup>**

The Contracting Authority's competent body for opening the bids ( Tender Committee), certified by ESIDIS, proceeds with the electronic opening of the submitted bid folders pursuant to Article 100, L. 4412/2016, following these steps:

- Electronic Opening of the (sub)folder "Participation Documents - Technical Bid" at the deadline for submission of tenders and at time 10:30
- Electronic opening of the (sub)folder "Financial Bid" at the date and time that will be set by the Contracting Authority

After the aforementioned folders have been unsealed, in accordance with the requirements under Article 3.1.2 herein, each tenderer is granted access to the other bids and their submitted supporting documents, without prejudice to the aspects of each bid characterized as confidential.

The contracting authority may call the economic operators to provide additional documents or to clarify the documents or supporting documents submitted, or to clarify the content of their technical bid, pursuant to Article 102, L. 4412/2016.

##### **3.1.2 Bid evaluation**

Following the electronic opening of the bids, the Contracting Authority proceeds to their evaluation through its competent, certified by the System, bodies, in accordance with the applicable legislation as to the remainder.

In particular:

- a) The competent advisory body enters all tenderers, as well as the supporting documents submitted by them and the results of their review into a record, which is then signed by its members<sup>52</sup>;
- b) Subsequently, the competent advisory body proceeds to the evaluation only the technical bids of the tenderers whose participation documents were considered complete. For the evaluation of the sample of the medal required, a recommendation is being drafted by the technical advisor that has been appointed with the decision of SEGAS dated 10/04/2019. The evaluation and scoring process shall be conducted in accordance with the terms herein and a record shall be drafted for any rejected technical bids that do not fulfil the terms and requirements of the technical specifications and for the acceptance and scoring of the technical bids respectively that fulfil the above. As regards the evaluation of the participation documents and technical bids, a single record may be drafted, which shall be communicated by the above Body via functionality "Communication" only to the Contracting Authority, so that the later sets the date and time of the opening of the (sub)file of financial bids.
- c) In case the Advisory body judges that either the supporting documents or the technical bid of some of the participants should be rejected, it introduces its proposal at the BoD of the contractual Authority, which issues the relevant resolution which shall be then communicated to the participants through the ESIDIS system. A pre-judicial appeal may be lodged against this resolution
- d) Subsequently all files of the submitted financial bids are opened at the date and time set at the special call.
- e) The competent advisory body proceeds to the evaluation of the financial bids of the tenderers whose technical bids and supporting documents were considered full and according to the terms and conditions herein a record shall be drafted proposing reasonably their acceptance or rejection, the classification of the bids and the appointment of a

<sup>51</sup> See in particular par. 6 of article 100 and M.D. 56902/215 "Technical details and operating procedures of the National System of Electronic Public Procurement (ESIDIS)" (article 16)

<sup>52</sup> Cf. and article 72 par. 5 of L. 4412/2016 "The contracting authority communicates with the institution that allegedly issued the letters of guarantee in order to ascertain their validity"

provisional contractor. The said record shall be communicated for approval at the contractual authority<sup>53</sup> by the above body via functionality “Communication”.

If the tenders appear to be unusually low in relation to the contract’s scope, the contracting authority demands that the economic operators provide an explanation of the price or the cost proposed through their bid, within an absolute deadline, which shall not exceed ten (10) days after notification of the relevant notice. In this case, Articles 88 and 89 of the L. 4412/2016 apply.

In case of equal bids, the contractual authority chooses the tenderer by lot among the economic operators who submitted equal offers. The ballot shall be carried out before the Tender Committee and in presence of the said economic

**Subsequently the contracting authority shall issue a resolution validating the results of all the above stages (“Participation Documents”, “Technical Bid”, and “Financial Bid”), which shall be communicated to the tenderers via functionality “Communication” of the National Electronic Public Procurement System. A pre-judicial appeal may be lodged against this resolution, in accordance with the provisions of Article 3.4 herein.**

### **3.2 Call for submission of supporting documents by the provisional contractor<sup>54</sup> -**

#### **Supporting documents of the provisional contractor**

These supporting documents shall be submitted by the tenderer ("provisional contractor") electronically through the system within 10 days upon receipt of the relevant notice in .pdf format and shall be supplied in hard copy, where appropriate, by the tenderer within three (3) working days from the submission date. Documents signed by the tenderer shall be digitally signed.

Upon receipt of the said supporting documents, the system issues a confirmation receipt and sends an email to the contractor to be awarded the contract.

If the aforementioned supporting documents haven’t been supplied or the submitted supporting documents have omissions and the provisional contractor supplies within 10 days a request to the competent evaluation body for the extension of the deadline, accompanied by documentation proving that has requested the supply of the supporting documents, the contracting authority extends the deadline for the submission of the supportive documents for as long as required for granting the supportive documents from is obliged to supply or fill them out within five (5) days after the relevant written notification made through the System. The contracting authority may justifiably extend the competent authorities.

Tenderers who submitted admissible tenders shall be informed of the said submitted supporting documents.

The provisional contractor’s tender shall be rejected, the participation guarantee shall be forfeited in favour of the contracting authority and the contract shall be awarded to the tenderer who submitted the next most advantageous bid in financial terms, following the procedure described above, where:

- i) during the review of the aforementioned supporting documents it is discovered that the information submitted through the European Single Procurement Document are false or inaccurate, or
- ii) the required originals or copies of the aforementioned supporting documents are not submitted within the set deadline, or
- iii) the participation terms and conditions are not proven lawfully and in due time by submitted supporting documents, in accordance with Articles 2.2.3 (exclusion grounds) and 2.2.4 to 2.2.8 (criteria of qualitative selection) provided for herein.

In case of a timely and appropriate notification of the contracting authority for any changes to the conditions the provisional contractor had declared to be fulfilling via the European Single Procurement Document, which were made or became known to the provisional contractor after the declaration and until the day of the written notification for the provisional contractor to supply any supporting documents (posthumous changes), the provisional contractor’s participation guarantee shall not be forfeited in favour of the contracting authority<sup>55</sup>.

Should any tenderer not submit a true or accurate declaration **or** not supply one or more of the required supporting documents **or** not prove that the criteria of qualitative selection are fulfilled in accordance with paragraphs 2.2.4-2.2.8 of the present document, the procedure shall be cancelled.

The review procedure of the aforementioned supporting documents shall be completed by a record drafted by the Tender Committee and by transmitting the folder to the contracting authority’s competent body in order to make a decision either to award the contract or to cancel the tender or to have the provisional contractor’s appointment revoked. It is noted that the competent tender committee can justifiably propose the contract to be awarded in full or to a larger or smaller quantity to a percentage as follows: 30% in case of a larger quantity and 50%<sup>56</sup> in case of a smaller quantity by prior acceptance by the provisional contractor. Acceptance of the provisional contractor is required in order to award contract for part of the quantity under the above set percentage.

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<sup>53</sup> through the certified user of the contractual authority at the system ESIDIS

<sup>54</sup> See article 103 of L 4412/2016

<sup>55</sup> See article 104 par. 2 kai 3

<sup>56</sup> This percentage may not exceed 50% (par. 1, article 105, L. 4412/2016)

The results of the aforementioned supporting documents review and of the Committee's proposal are validated by the award decision.

### **3.3 Contract award - conclusion**

The contracting authority shall communicate the contract award decision, along with a copy of all the records of the bid review and evaluation procedure, to every tenderer that has submitted an admissible tender electronically through the system, pursuant to Article 100, L. 4412/2016, except for the provisional contractor.

This decision states the suspension deadline for concluding the contract in accordance with the next paragraph 3.4.

The legal effects of the contract award decision and, in particular, the conclusion of the contract occur, if and when the following conditions are cumulatively met:

a) the deadlines set for exercising the remedies and means of recourse stipulated in the applicable provisions under par. 3.4 herein at the stage of pre-trial and judicial protection, and in rulings on stay of execution lapse without generating results;

b) the award decision is communicated to the provisional contractor insofar as the latter submits an updated version of the supporting documents under paragraph 2.2.9.2 and only in case of a precontractual audit or of filing a pre-judicial appeal or lodging an appeal against the award decision, following the relevant notice<sup>57</sup>.

The contracting authority asks the contractor to sign the contract within a deadline that may not exceed twenty (20) days<sup>58</sup> from the communication of the relevant special notice. The contract is probative.

Should the contractor not sign the said contract within the set deadline, the contractor's appointment shall be revoked, the participation letter of guarantee shall be forfeited in favour of the contracting authority and the contract shall be awarded to the tenderer that submitted the next most economically advantageous bid, following the same procedure, as described above.

### **3.4 Pre-judicial Appeals - Temporary Judicial Protection**

Each interested party that has or had an interest to be awarded this contract and has or had suffered or may suffer damage by a legal action or omission of the contracting authority in violation of the European Union's or the national legislation, reserves the right to lodge a pre-judicial appeal before the Authority for the Examination of Pre-judicial Appeals against the contracting authority's relevant action or omission, determining in particular the legal and actual accusations that justify the appeal. In case of an appeal against an action of the contracting authority<sup>59</sup>, the deadline for lodging the pre-judicial appeal is:

(a) ten (10) days after the notification of the action under appeal to the interested economic operator, if the action has been notified via electronic means or fax; or

(b) fifteen (15) days after the notification of the action under appeal to the interested economic operator, if other means of communication were used; otherwise

(c) ten (10) days after having full, actual or constructive, knowledge of the action that injures the interests of the interested economic operator.

In case of an omission, the deadline for lodging a pre-judicial appeal is fifteen (15) days after the day the omission under appeal took place<sup>60</sup>.

The pre-judicial appeal shall be electronically submitted<sup>61</sup> through the "Communication" function of the National Electronic Public Procurement System to the tender's website, by choosing, if applicable, the option "Pre-judicial Appeal" and by attaching the relevant document in Portable Document Format (PDF), which shall bear an authorized, advanced digital signature or an advanced digital signature using authorized certificates<sup>62</sup>.

For the admissibility of the pre-judicial appeal, an administrative fee is paid by the plaintiff pursuant to the provisions of Article 363, L. 4412/2016, Article 19 par. 1.1 and Article 7 of the Ministerial Decision No. 56902/215. The fee is refunded to the plaintiff in case of full or partial acceptance of the appeal or in case that prior to the Authority's for the Examination of Pre-judicial Appeals decision on the appeal, the contracting authority withdraws the action under appeal or proceeds to the required action.

The deadline for lodging a pre-judicial appeal and lodging the appeal impede the conclusion of the contract on penalty of nullity, pursuant to the provisions of Article 364, L. 4412/2016. As to the remainder, lodging the pre-judicial appeal does not impede the tender procedure's progress, unless temporary protection measures are requested in accordance with Article 366, L. 4412/2016.

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<sup>57</sup> Cf. article 105 par. 3 L. 4412/2016, as was amended with article 107 (26) L. 4497/2017.

<sup>58</sup> Cf. article 105 par. 4 L. 4412/2016, as was amended with article 107 (27) L. 4497/2017.

<sup>59</sup> Cf. article 360 of L. 4412/2016

<sup>60</sup> Cf. article 361 of L. 4412/2016

<sup>61</sup> Pursuant to article 362 L. 4412/2016 and Article 19 M.D. 56902/215 "Technical details and operating procedures of the National System of Electronic Public Procurement (ESIDIS)".

<sup>62</sup> Pursuant to paragraph 3 of Article 19 M.D. 56902/215 "Technical details and operating procedures of the National System of Electronic Public Procurement (ESIDIS)".



Through the “Communication” function of the National Electronic Public Procurement System, the contracting authorities shall:

- notify the appeal to any interested third party pursuant to the requirements of point (a) of the first sub-paragraph par. 1 Article 365, L. 4412/2016.
- transmit to the Authority for the Examination of Pre-judicial Appeals the requirements provided for in point (b) of the first sub-paragraph of par. 1 Article 365, L. 4412/2016.

The Authority for the Examination of Pre-judicial Appeals justifiably decides on the solidity of the actual and legal claims for the appeal and of the contracting authority’s claims and, in case of intervention, of the intervener’s claims, and accepts (in whole or in part) or rejects the appeal by decision, which is issued exclusively within twenty (20) days from the examination of the appeal<sup>63</sup>.

The users - economic operators are informed by the Authority for the Examination of Pre-judicial Appeals of the appeal acceptance or rejection<sup>64</sup>.

Lodging the aforementioned pre-judicial appeal is considered a condition for filing the legal remedies of the application for suspension and of the application for annulment of Article 372, L. 4412/2016 against the actions or omissions executed by the awarding authorities.

The application for suspension shall be submitted to the competent court within ten (10) days from the issuance of the decision on the pre-judicial appeal. In order to file the application for suspension, a fee is paid, as defined under Article 372 par. 4, L. 4412/2016.

If an application for suspension is filed, this shall impede the conclusion of the contract, unless the competent judge by temporary order rules otherwise<sup>65</sup>.

### **3.5 Procedure cancellation**

The contracting authority cancels or may cancel, justifiably in whole or in part, the awarding procedure on the grounds of a justifiable decision of is BoD after obtaining the opinion of the competent Tender Committee. Furthermore, should errors or omissions are detected at any stage of the awarding procedure, the contracting authority, after obtaining the opinion of the competent body, may partially cancel the procedure or accordingly reformulate its result or decide its repetition from where the error or omission existed.

## **4. CONTRACT EXECUTION TERMS**

### **4.1 Guarantees (performance)**

For the contract to be signed, a performance guarantee must be provided, pursuant to Article 72 par. 1 (b), L. 4412/2016, which shall amount to 5% of the contract value, excluding VAT, and shall be submitted before or during the signing of the contract for years 2019-2022. In case of an extension there should be delivered a performance guarantee for years 2023-2026.

In order for the performance guarantee to be accepted, it must fulfil at least the requirements under paragraph 2.1.5. herein, as well as the number and the title of the relevant contract. Its content is in compliance with the provisions of Article 72, L. 4412/2016.

The performance guarantee of the contract covers comprehensively and inclusively the application of all contract terms and any claim of the contracting authority towards the contractor.

In case of an amendment of the contract pursuant to paragraph 4.5, entailing an increase of the contractual value, the contractor is obliged prior to the amendment to submit a supplemental guarantee, which shall amount to 5% of the increased amount, VAT not included.

The performance guarantee shall be forfeited if the contract terms are breached, as specifically provided thereto.

The performance guarantee is refunded in full after the final quantitative and qualitative acceptance of the contract’s object. Should the final quantitative and qualitative receipt protocol contains remarks or the delivery was carried out after the expiry of the time limit, the aforementioned guarantee shall be refunded once both these issues have been dealt with.

### **4.2 Contractual Framework - Applicable Law**

The execution of the contract is subject to the provisions of L. 4412/2016, the terms of the present call and, additionally, the Greek Civil Code.

### **4.3 Contract execution terms**

4.3.1 During the execution of the contract, the contractor shall comply with the obligations deriving from areas of environmental, social tax and labour law, established by Union law, national law, collective labour agreements or international environmental, social tax and labour law provisions, listed in [Annex X to the Appendix A](#).

Compliance with these obligations by the Contractor and their subcontractors shall be checked and certified by the bodies that oversee the performance of the contract and the competent public authorities and bodies who act within the limits of their responsibility and competence.

<sup>63</sup> The procedure for examining the pre-litigation appeal is defined in article 367 of Law 4412/2016

<sup>64</sup> According to the provisions of article 19 of P.D. 39 / 4.5.2017 - Regulation on the examination of pre-trial cases before the Preliminary Appeal Review Authority

<sup>65</sup> Cf. article 372 par. 4 last subparagraph of L. 4412/2016

4.3.2. In supply contracts, where applicable L 2939/2001, in addition to the term under par. 4.3.1, should be included the term that the contractor should fulfil his obligations set under paragraphs 2 and 11 article 4b or and par. 1 article 12 or and par. 1 article 16 L. 2939/2001 article when signing the contract and during its execution. Compliance with these obligations is controlled by the contracting authority through the publicity registry of registered producers at the National Producers Registry (NPR) that is held at E.O.AN. website within the deadline of paragraph 4 article 105 L 4412/2016 and is a prerequisite in order to sign the contract, at which the NPR number of the obliged producer is mandatorily mentioned. Failing to fulfil the obligations of this paragraph shall result in the consequences of paragraph 5 article 105 L. 4412/2016<sup>66</sup>.

#### **4.4 Subcontracting**

**4.4.1.** The Contractor is not released from his contractual obligations and responsibilities in the event he assigns the performance of part(s) of the Contract to subcontractors. Fulfilling the obligations as defined in par. Article 18(2)(b) and (c) of L. 4412/2016 by the subcontractors does not exclude the main contractor's responsibility.

**4.4.2.** Upon signing the contract, the main contractor shall state to the Contracting Authority the name, the contact information and the legal representatives of their subcontractors who are engaged in its performance, provided the above information is available at that particular time. In addition, the main contractor shall notify the Contracting Authority about any change in this information, during the term of the contract, as well as the required information with regard to any new subcontractor who is further engaged by the main contractor in the said contract, by submitting the respective agreements/declarations of cooperation<sup>67</sup>. If the Contractor terminates the cooperation with a subcontractor or subcontractors contained in the contract, the Contractor is obliged to immediately notify the Contracting Authority of the termination. The proper execution of a part or parts of the contract shall be ensured by the Contractor or by a new subcontractor, which the contracting authority shall become aware of according to the procedure described above.

**4.4.3.** The contracting authority verifies the existence of exclusion grounds for the subcontractors, as described under paragraph 2.2.3 and through the evidence mentioned under paragraph 2.2.9.2 herein, provided that the part(s) of the contract, which the contractor shall subcontract to third parties, exceed cumulatively thirty percent (30%) of the contract's total value. Furthermore, in order to prevent any failure to fulfil the obligations under par. Article 18 of L. 4412/2016, the Contracting Authority may verify the above grounds also for the part(s) of the contract that is/are below the said rate.

In the event that from the aforementioned verification arises that there are grounds for exclusion, the Contracting Authority shall require or shall be able to require their substitution, as is particularly mentioned in par. 5 and 6 of Article 131, L. 4412/2016.

#### **4.5 Contract amendment during its term**

The contract may be amended during its term, without requiring a new procedure for contract conclusion, only in accordance with the terms and conditions of Article 132, L. 4412/2016 and after obtaining the opinion of the competent service of par. 11 (b) of article 221 of L. 4412/2016.

#### **4.6 Right to unilateral termination of contract**

**4.6.1.** The contracting authority may, pursuant to the applicable provisions, terminate the contract during its term, if:

- a) the contract has been substantially amended within the meaning of par. 4 Article 132, L. 4412/2016, that would require a new contract conclusion procedure;
- b) the contractor, at the time of the contract award, fell under one of the conditions described in paragraph 2.2.3.1 and, therefore, should had been excluded from the contract conclusion procedure;
- c) the contract should not have been awarded to the contractor on the grounds of serious violation of the obligations enforced by the Treaties and the Directive 2014/24/EU, which has been acknowledged by decision of the Court of Justice of the European Union within the framework of a procedure pursuant to Article 258 TFEU.

### **5. SPECIAL CONTRACT TERMS**

#### **5.1 Payment method**

**5.1.1.** The contractor's payment shall be made as follows: 20% of the contractual value of each year until 10/9 of each year, 30% of the contractual value of each year until 31/12 of each year and 50% of the contractual value until 30/6 of the next year. The said method of payment is applied even in the case of part -deliveries.

The payment of the contractual price shall be made when submitting the legal documentation and supporting documents in accordance with the provisions of article 200 par. (5), L. 4412/2016, and any other supporting document that may be requested by the competent services which shall carry out the audit and the payment.

**5.1.2.** The Contractor is burdened with any third-party deductions, as well as any other charge other than VAT, in accordance with the applicable legislation, for the delivery of the material at the place and in the manner

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<sup>66</sup> Cf. article 130 L. 4412/2016, as was amended with article 22 l. 4496/2016

<sup>67</sup> Cf. par. 2 of article 78 of L. 4412/2016

determined in the contract's relevant documents. Specifically, the Contractor is held burdened with the following deductions:

a) a deduction of 0.06% of the value of each payment before tax and deductions applied to the original one, as well as of any supplementary contract for the Hellenic Single Public Procurement Authority (Article 4, L. 4013/2011, as applicable);

b) a deduction of 0.06% of the value of each payment before tax and deductions applied to the original one, as well as of any supplementary contract for the Authority for the Examination of Pre-judicial Appeals (Article 350 par. 3, L. 4412/2016).

All third-party deductions are subject to the applicable proportional stamp duty of 3% and the levy on behalf of the Agricultural Insurance Organisation (OGA) applied thereto of 20%. The foreseen by the current legislation tax deduction will be made with every payment.

## **5.2 Economic operator declared in forfeit - Penalties**

**5.2.1** The contractor, shall be mandatorily declared in forfeit<sup>68</sup> of the contract award and all rights deriving from this award, and every right deriving from it , with decision of the contracting authority after the opinion of the competent body, if the Contractor does not load, deliver or replace the contractual material according to the provisions of article 206 of L. 4412/2016.

The contractor is not declared in forfeit when:

- a) The material is not loaded or delivered or replaced with responsibility of the operator that is executing the contract.
- b) There are reasons of Force majeure

To the contractor that is declared in forfeit of the contract award, shall be imposed the penalties below, with decision of the decisive body, after opinion of the competent body, which is mandatory to call the contractor to provide relevant explanation thereof:

- a) full forfeiture of the guarantee of good execution;
- b) recovery of the advance payment paid to the forfeited contractor with interest either form the amount that he is entitled to be paid or by depositing the advance payment or by the forfeiture of the advance payment guarantee. The calculation of the interest shall be made from the date the contractor receives the advance payment until the date the decision declaring the contractor forfeit is published, using the applicable interest rate cap and from that date until the recovery of the payment on advance the calculation shall be made with the applicable rate of interest for late payment [that case shall be completed when an payment in advance is provided].

**5.2.2** In case the material is loaded – delivered or replaced after the contractual deadline and before the deadline of the extension granted, according to article 206 L. 4412/2016, a fine<sup>69</sup> of 5% shall be imposed on the contractual value of the quantity that shall be delivered overdue.

The above fine shall be calculated on the contractual value of the overdue delivered materials V.A.T. excluding. In case the materials delivered overdue affect the use of the materials delivered timely, the fine shall be calculated on the contractual value of the total amount.

When calculating the delay time for loading – delivery or replacement of materials, with decision of the decisive body, following an opinion of the competent body, the time that has passed beyond reasonable shall not be taken into consideration, during the different stages of the procedures, for which the contractor is not responsible, and the time for loading – delivery shall be respectively extended.

In case the contractor has received advance payment, apart from the foreseen above fine, shall also additionally be charged with interest rate on the amount of the advance payment, calculated from the next day of the contractual deadline, until the presentation of the contractual material, using the applicable interest rate cap for late payment. [That case shall be completed when an payment in advance is provided].

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<sup>68</sup> Article 203 of L. 4412/2016

<sup>69</sup> Article 207 of L. 4412/2016

The fine is collected by deducting the amount from the contractor's payment amount, or, in case of failure or lack thereof, by the equivalent forfeiture of the guarantee of good execution and advance payment respectively, in case the contractor has not deposited the required amount.

In case of an association of economic operators fine and interest rates are imposed equivalent to all members of the association.

### **5.3 Administrative appeals during contract execution**<sup>70</sup>

The contractor may lodge an appeal against the decisions imposing penalties to the contractor, pursuant to the terms of Articles 5.2 (Economic operator declared in forfeit - Penalties), ), 6.1 (Time of delivery of materials) , 6.4 (Rejection of contractual materials - replacement), mandatorily within thirty (30) days since the contractor became aware of the relevant decision. The competent body shall decide upon the appeal, after obtaining the opinion of the body provided for under case (b), par. 11, Article 221, L. 4412/2016<sup>71</sup>.

This decision cannot be challenged by other administrative appeal of any kind.

## **6. SPECIAL EXECUTION TERMS**

### **6.1 Time of delivery of materials**

**6.1.1.** The contractor is obliged to deliver the materials according to Annex I.

The contractual time for delivery of materials can be extended before the deadline of the primary contractual delivery time, under the terms of article 206 L. 4412/2016. In case the request is made by the contractor and the extension is granted without having met reasons of force majeure or other particularly serious reasons that would make objectively impossible the timely delivery of the contractual items, the penalties of article 207 L.4412/2016 are imposed.

**6.1.2** If the contractual time of delivery ends without having been submitted a request for extension on time, or if the extended, as above, time ends, without the material having been delivered, the contractor shall be declared forfeit.

After the supply of any material to the receiving warehouse, the contractor is obliged to submit a receipt to the service, validated by the warehouse manager, on which will be mentioned the date of the supply, the material, the quantity and the number of the contract, in execution of which it was supplied.

### **6.2 Receipt of materials – Time and method of receiving materials**

**6.2.1** Receipt of the materials is made by first- or second-degree committees, that are set up according to par. 11 (b) of article 221 L. 4412/2016<sup>72</sup> in accordance to article 208 of the above Law. During the procedure of receiving materials, a quantitative and qualitative audit is carried out, and if desired the contractor may be present. The qualitative audit of materials is carried out macroscopically.

The cost of the audits burdens the contractor.

The receiving committee shall prepare protocols (macroscopic – final – receipt of the material with remarks – rejection of the materials) according to par. 3 of article 208 of L. 4412/2016.

Protocols that are prepared by the committee (first-degree – second-degree) are being communicated to the contractors mandatorily.

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<sup>70</sup> Article 205 of L. 4412/2016

<sup>71</sup> Cf. article 205 L. 4412/2016 as was amended with article 107 (37) of L. 4497/2017

<sup>72</sup> Article 221 par. 11(b) of L. 4412/2016: "A three-member or five-member Monitoring and Receiving Committee shall be constituted by decision of the competent appointed body for the monitoring and receipt of the procurement contract. This body recommends all matters relating to the reception of the physical object of the contract by carrying out visual, functional or operational checks on the subject matter of the contract, if required by the contract or if necessary, draws up the relevant protocols, monitors and checks the proper execution of all the terms of the contract and the fulfillment of the contractor's obligations and recommends taking the necessary measures for non-compliance with the above terms. By decision of the competent decision-making body, a second-degree monitoring and receiving committee may be set up with the above responsibilities"

Materials that were rejected or judged to be received upon deduction on the contractual price, based on the audits that were carried out by the first-degree receiving committee, may be referred to review by a second-degree receiving committee at the request of the contractor or ex officio according to article 208 L. 4412/2016. The expenses burden the contractor in any case.

Furthermore, should the latter disagree with the results of the laboratory tests carried out by first- or second-degree receiving committees may request in written examination on appeal of the specimens in question, mandatorily within twenty (20) days from the communication of the results of the original examination, as described in par. 8 of article 208 L. 4412/2016.

The result of the examination on appeal is mandatory and final for both parts.

The contractor cannot ask for a referral to a second-degree receiving committee after the results of the examination on appeal.

**6.2.2** Receipt of the materials and issuing of the relevant receiving protocols takes place within the defined times.

If the receipt of the materials and the preparation of the relevant protocol does not take place within the defined by the contract time, it shall be deemed that the receipt took place automatically, without prejudice to the rights of the public, and a relevant decision of the competent decisive body shall be issued, based solemnly on the certified proof of presentation issued by the service that receives materials. According to that decision the warehouse of the authority issues a fiche of import of the material and of its registration on its books in order to make the contractor's payment.

Regardless of the above-mentioned automatic receipt and payment of the contractor the foreseen by the contract audits are carried out by a committee set up by decision of the competent decisive body at which the president and the members of the committee that didn't make the receipt at the foreseen contractual time, cannot take part. The above receiving committee proceeds to all procedures of receipt as foreseen by the above paragraph 1 and article 208 L. 4412/2016 and prepares the relevant protocols. The advance payment letter of guarantee and performance guarantee shall not be returned before the completion of all foreseen by the contract audits and the preparation of all relevant protocols<sup>73</sup>.

**6.3** Retained for numbering purposes

**6.4** Retained for numbering purposes

**6.5 Amendment of the contract during its term (article 132 L. 4412/2016 and Directive 22/2017 of National Independent Authority for Public Percussions)**

In case the construction / production of medals takes place in a country outside Eurozone, then the price of the medal is subject to adjustment (increase or decrease) based on the following preconditions:

- A) The constructor is obliged by the end of May of each year of the contract, to send a letter stating at which country and from which specific company the medals of the Marathon will be constructed/produced. That letter shall be accompanied by a letter of the constructor certifying that statement. If the above letter is not sent, then the following shall not apply and the contracting authority reserves the right to terminate the contract.
- B) The euro-dollar exchange rate will be taken into account as a reference value, that has been announced by Bank of Greece with its price bulletin with s/n 89/15-5-2019. That price is 1,12135.
- C) The first ten days of July 2020 (and every corresponding date of the next years until the expiry of the contract) shall be estimated the average of the euro – dollar exchange rate according to the bulletin of the Bank of Greece for June 2020 (and the corresponding months of the next years). If the resulting price differs in percentage of at least 10% of the reference value, then there will be the corresponding increase or decrease of the price of the medal .

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<sup>73</sup> At this article A.A. may use transitionally the directions given in M.D. Π1/2489/6.09.1995 (B'764), which has not been abolished.

- D) For the following years, last year's average value (exchange rate) will be taken into account as a reference value only in case there has been an increase or decrease of the basis of this. Otherwise as a reference price remains the price of 1,12135.
- E) Any of the contractual parties (contractual authority or contractor) interested in the change of the price of the medal should send a written request to the other party, no later than the end of July of each year.

Chairman  
Kostas Panagopoulos

General Secretary  
Vasileios Sevastis

**APPENDIX A**  
**OF THE REF. NO 2283 CALL**  
**REGARDING THE OPEN PUBLIC INTERNATIONAL TENDER**  
**FOR THE SELECTION OF CONTRACTOR FOR THE PROJECT**  
**SUPPLY OF MEDALS FOR THE “ATHENS MARATHON. THE**  
**AUTHENTIC” EVENT FOR THE YEARS 2019-2022 WITH THE RIGHT**  
**TO EXTEND UNTIL 2026**

**A. GENERAL CHARACTERISTICS OF THE NEW ATHENS MARATHON MEDALS 2019-2026**

1. **Space, Colour and Material of the Medal:** Round and of two colours (imitation of gold and silver) made of zink.
2. **Contents/Elements of Side 2 (rear side):** It is totally used as canvas for the artwork to be designed/painted by a significant Greek or foreigner artist that will be selected by SEGAS. On the elevated perimeter of this side, the wording “ATHENS MARATHON. THE AUTHENTIC 2009” (2020, 2021, etc, the next years) should be written on the top edge, while a specific letter of the word “MARATHON” should be “highlighted” (so that in the eight years in the row the word MARATON is formed by seeing all medals). The theme of each year’s artwork in English, should appear on the bottom edge (see point B below), for example “BATTLE OF MARATHON 490 B.C.”
3. **Contents/Elements of Side 1 (front side):** The main design theme on this side is the Panathenaic Stadium, with the word “FINISHER 2019” (2020, 2021, etc, the next years) written within the field of the Stadium, while a specific area where the runner will have his/her name and finish time engraved if he/she wishes so, should be foreseen. On the perimeter of this side, the name of the race to which the specific medals refer to and the name of the race’s sponsor should be written in Greece (for example ΜΑΡΑΘΩΝΙΟΣ ΔΡΟΜΟΣ ή ΑΓΩΝΑΣ ΔΡΟΜΟΥ 5ΧΛΜ. ΕΘΝΙΚΗ ΤΡΑΠΕΖΑ). The medals that refer to the Marathon Race should also have on their perimeter the following wording in Greek “ΑΦΙΕΡΩΜΕΝΟΣ ΣΤΟΝ ΕΙΡΗΝΙΣΤΗ ΓΡΗΓΟΡΗ ΛΑΜΠΡΑΚΗ”, while the bust of Grigoris Lamprakis should also appear and in equal size next to the logos of SEGAS and Athens Marathon (AMA).
4. **Medals’ Size:** The size of the medals should be 7,5cm and it is common for all medals of the various races of the ATHENS MARATHON, including the Kids’ Races.
5. **Ribbon of the Medals:** A variety of colours per race should be used. The ribbon of the Marathon Race medal will be of different colour every year, mainly making most of use of the Olympic colours. The following

should be printed on all ribbons: (a) the event's year, as well as all or part of the following logos indicated and selected by SEGAS (b) SEGAS (c) Athens Marathon (AMA), (d) GNTO (Greek National Tourism Organization - GREECE) (e) AMA's Grand Sponsor and (f) NGO or Foundation to sponsor this specific project.

## B. POSSIBLE THEMES OF THE ARTWORKS TO BE PRESENTED ON SIDE 2 OF THE 2019-2026 MEDALS

2019: Battle of Marathon 490 B.C.

2020: Legendary Soldier-Runner 490 B.C.

2021: Democracy-Parthenon 5th Century B.C.

2022: Birth of Marathon Run 1896

2023: Spyridon Louis-Charilaos Vasilakos 1896

2024: Running for My Country-D. Kyriakides 1946

2025: Marching for Peace-G. Labrakis 1963

2026: International Marathon Movement

The final theme of Side 2 every year may be changed as to the above after SEGAS Executive Board decision.

## C. TECHNICAL SPECIFICATIONS OF THE MEDAL

### **2019-2026 "ATHENS MARATHON. THE AUTHENTIC" MEDALS ADDITIONAL TECHNICAL REQUIREMENTS**

#### **Extruded or engraved elements on the "front view" of the medal**

All elements of the medal design, as indicated in the relative attachment of the tender documents, including the stadium and logos on the "front view" of the medal should contain the intricate detail depicted in the artwork. This applies to samples and production alike.



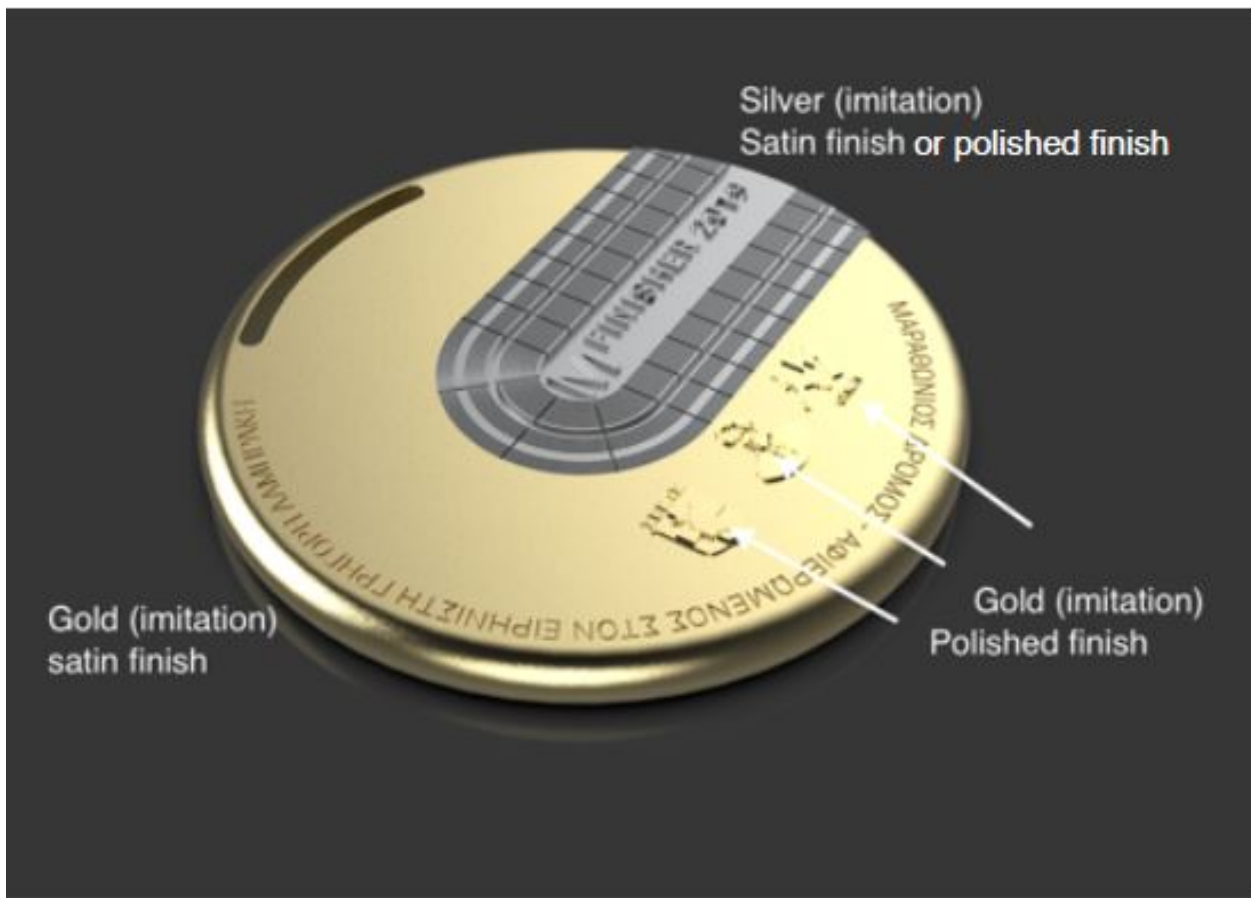
### **3D representation on the "rear view" of the medal**

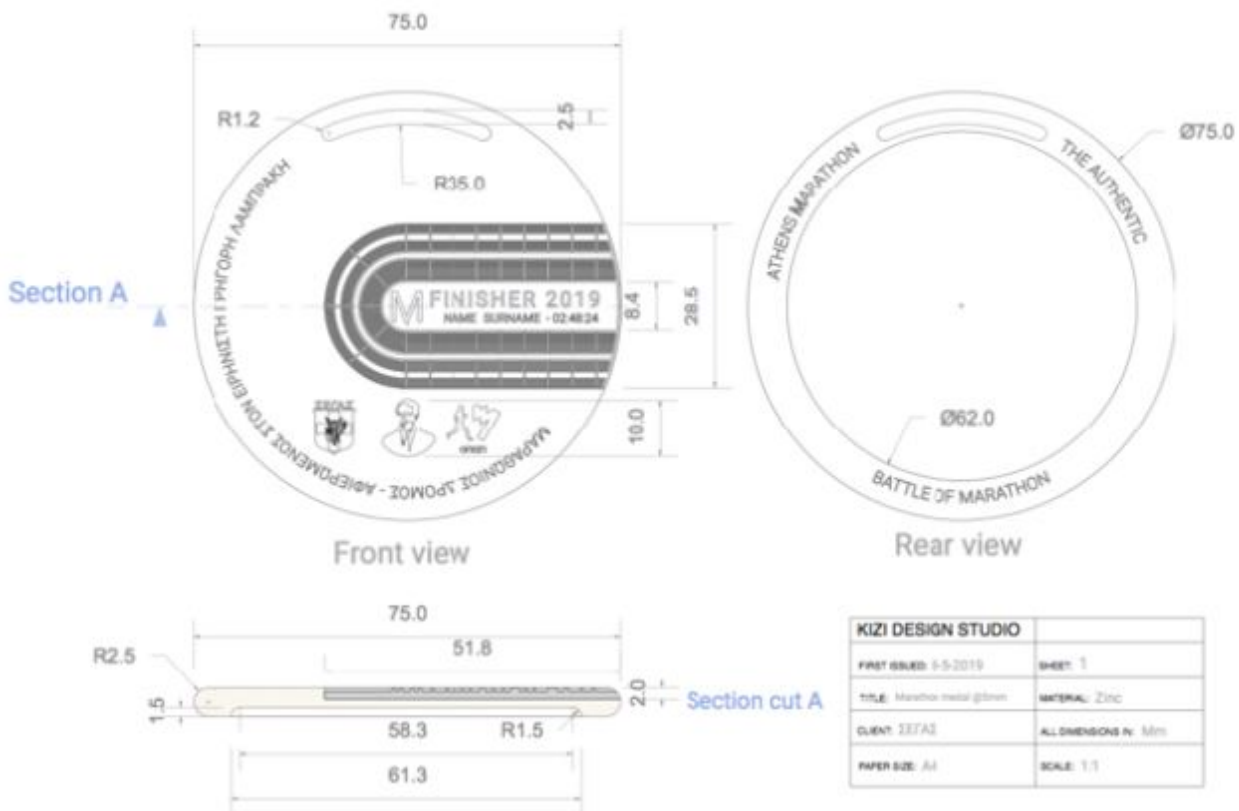
The art work on the space of the "rear view" of the Athens Marathon medal should be 3D, meaning that the medal will require "embossed work" (extruded, stood out in relief), which should be between 0,5 and 1,5mms in height and not exceed the height of the border of the rear view of the medal and perhaps "engraved work", which should be maximum to 0,5mms in depth.

The candidates (bidders) should have experience in creativity to perform this task. Therefore, they should provide a sample with a 3D representation added to the space reserved for artwork on the "rear view" of the medal (as indicated in the relative attachment of the tender documents). As an indication of the detailed work required, an image of the relative work of the Helsinki Marathon medal is attached.

### **Method of medal production**

Every medal of each type should be of equal consistency in production. The medals should either be pressed (stamped out) or produced using high pressure die casting machinery, but not spin cast or centrifugally cast, in order to maintain good and equal quality throughout.





## D. TECHNICAL SPECIFICATIONS OF THE MEDAL'S RIBBONS

**MATERIAL:** Satin Woven Edges

**RIBBONS' WIDTH:** 30mm

**RIBBON'S LENGTH:** 90cm outcome

**PRINTING:** One colour printing on only one side of the ribbon – One artwork printed on seven different ribbon colours (the printing colour will be specified in accordance with the ribbon's colour) – Length of printed area 85cm X 27mm

Ribbons will be delivered attached to the medals for all cases and the entire quantity.

## E. SAMPLE

All Bidders should submit a live sample of the requested medal and ribbon in their offer.

The sample should have on Side 2 (rear side), where the contractor is asked to depict the artistic creations/artwork of the artist, representation of the following medal:



2019	20000	12000	20000	7000	1000	60000	54000
2020	21000	14000	22000	7000	1000	65000	58500
2021	22000	15000	23000	7000	1000	68000	61200
2022	23000	15000	24000	7000	1000	70000	63000
2023	24000	15000	24000	7000	1000	71000	63900
2024	25000	15000	24000	7000	1000	72000	64800
2025	25000	16000	25000	7000	1000	74000	66600
2026	25000	17000	25000	7000	1000	75000	67500

**\*\* THE FINAL QUANTITIES TO BE DELIVERED PER YEAR WILL BE FINALIZED BY END OF JULY EACH YEAR AND MAY BE 15% MORE OR LESS COMPARING TO THOSE MENTIONED IN THE YELLOW COLUMN ABOVE (LAST COLUMN)**

**THE FINAL COST OF THE MEDALS FOR THE YEARS 2019-2022 SHOULD NOT BE OVER 400,000€ PLUS VAT, WHILE FOR THE YEARS 2023-2026 SHOULD NOT BE OVER 450,000€ PLUS VAT, THAT IS A TOTAL OF 850,000€ PLUS VAT FOR ALL 8 YEARS.**

#### G. ORDER AND DELIVERY DATES

*(Month/Date/Year)*

(year)	TOTAL QUANTITY	DIFFERENT LAYOUTS / ARTWORKS	DIFFERENT RIBBON'S ARTWORK & COLOUR	FINAL ORDER DATE	FINAL DATE TO DELIVER TO SEGAS
2019	54000	7	1 (printed on 7 different colours)	7/31/2019	10/25/2019
2020	58500	7	1 (printed on 7 different colours)	7/31/2020	10/25/2020
2021	61200	7	1 (printed on 7 different colours)	7/31/2021	10/25/2021
2022	63000	7	1 (printed on 7 different colours)	7/31/2022	10/25/2022
2023	63900	7	1 (printed on 7 different colours)	7/31/2023	10/25/2023
2024	64800	7	1 (printed on 7 different colours)	7/31/2024	10/25/2024
2025	66600	7	1 printed on 7 different colours)	7/31/2025	10/25/2025
2026	67500	7	1 (printed on 7 different colours)	7/31/2026	10/25/2026

## H. MOLDS REQUIRED

- a. One side, the one with the year's theme, will be the same for all medals of the current year.
- b. The other side of the medal will be different for each one of the following races and will include:
  1. Marathon Race – Dedicated to the Pacifist Grigoris Lambrakis (on the perimeter) and logos of AMA, SEGAS, and Grigoris Lambrakis bust (next to the Stadium)
  2. 10km Road Race. ...Name of Sponsor... (on the perimeter) and logos of AMA, SEGAS and Sponsor (next to the Stadium)
  3. 5km Road Race. ....Name of Sponsor... (on the perimeter) and logos of AMA, SEGAS and Sponsor (next to the Stadium)
  4. 3km Run Greece Cities Road Race ....Name of Sponsor... (on the perimeter) and logos of AMA, SEGAS and Sponsor (next to the Stadium)
  5. 1200m Kids Race ....Name of Sponsor... (on the perimeter) and logos of AMA, SEGAS and Sponsor (next to the Stadium)
  6. Kids Race in the Municipalities of the Authentic Course. ....Name of Sponsor... (on the perimeter) and logos of AMA, SEGAS and Sponsor (next to the Stadium)
  7. Special Olympics Hellas Race 1200m. ....Name of Sponsor... (on the perimeter) and logos of AMA, SEGAS and Sponsor (next to the Stadium)