



HELLENIC REPUBLIC

PREFECTURE OF ATTICA

MUNICIPALITY OF BYRON

FINANCIAL SERVICES DIRECTORATE

PROCUREMENT DEPARTMENT



ΔΗΜΟΣ ΒΥΡΩΝΑ
www.dimosbyrona.gr

Declaration for the provision of service

"Vehicle Insurance 2025-2026"

with Open Procedure through ESIDIS

For direct access to summary data and attached files of specific electronic

*tender procedure use the URL [https://nepps-search.eprocurement.gov.gr/actSearch/
resources/search/370276](https://nepps-search.eprocurement.gov.gr/actSearch/resources/search/370276)*

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1. CONTRACTING AUTHORITY AND SUBJECT MATTER OF THE CONTRACT

1.1 Contracting Authority Details

Name Tax	Municipality of Byronas
Registration Number (TIN) Electronic invoicing	090296835
code Postal address City Postal code	1007.E84502.0001
Telephone	KARAOLI & DIMITRIOU 36-44
	BYRON
	162 33
	210-7658247 (CLEANING DEPARTMENT) 213-2008667/8/9 (PROCUREMENT DEPARTMENT)
Electronic Mail (e-mail)	d.vasilakakos@dimosbyrona.gr (CLEANNESS DIRECTORATE) promitheies@dimosbyrona.gr (PROCUREMENT DEPARTMENT)
Responsible for information	Mr. Vasilakakos Dimitrios (Director of the National Institute of CLEANLINESS)
General Internet Address (URL)	www.dimosbyrona.gr

Type of Contracting Authority

The Contracting Authority is the Municipality of Vyronas (Non-central government authority) and belongs to the General Government, Local Government Subsector.

Main activity A.A.

The main activity of the Contracting Authority is general public services.

Contact Information

- a) The contract documents are available for free, complete, immediate & free electronic access access via the web portal (www.promitheus.gov.gr) of OPS ESIDIS.
- b) All types of communication and exchange of information are carried out through ESIDIS Supplies and Services (hereinafter referred to as ESIDIS), which is accessible from the Online Portal (www.promitheus.gov.gr) of the OPS ESIDIS.
- c) Further information is available from:
the aforementioned General Address on the internet (URL): www.dimosbyrona.gr.

1.2 Process Details-Funding

Type of procedure

The tender will be conducted through the open procedure of article 27 of Law 4412/16.

Financing the contract

The financing body of this contract is the Municipality of Byron from **its own resources**.

The cost of this contract will be borne by the following: **20.6252.0001** entitled "Insurance premiums for construction machinery", **20.6253.0001** entitled "Insurance premiums for means of transport", **30.6253.0001** entitled "Car insurance premiums", **90.6253.0001** entitled "Public Transport Premiums" and **15.6253.0002** entitled "Insurance premiums for means of transport (CHILDREN'S CENTERS)" of the regular budget of the financial year **2025** of the Agency. For this procedure, the following Commitment Decisions have been issued for the approval of the commitment of appropriations in the financial year 2025:

AA Y 654 (with prot. no. 8862/24-03-2025, ADA: 99999999-109 ADAM: 25REQ016523855, **AA Y 655** 8861/24-03-2025 with prot. no. with ADA: 6099999999-979, ADAM:25REQ016523897), **AA Y 657** (with prot. no. 8860/24-03-2025, ADA: 9999999999-959, ADAM:25REQ016523976), **AA Y 659** (with no. prot. 8859/24-03-2025 ADA: 9Z1399E-139, ADAM:25REQ016524036), the **AA Y 666** (with no. prot. 8858/24-03-2025 ADA: 9NOG99E-990 ADAM:25REQ016524097).

1.3 Brief Description of the physical and economic subject matter of the contract

The purpose of the contract is to provide the service of "Insurance of all Municipality vehicles (means of transport - project machinery), as well as of the new vehicles that the Municipality will procure for the period from 31/07/2025 to 31/07/2026".

The services provided are classified under the following Common Procurement Vocabulary (CPV) codes: **66514110-0** "Motor Vehicle Insurance Services".

This procurement procedure **is not subdivided into lots** due to the nature of the economic object, as it concerns a single service provision. The tenderers submit **a tender for the entire work**.

The estimated value of the contract amounts to € **79,000.00** . Insurance services **are exempt from VAT** in accordance with section 1 of article 22 of Law 2859/2000 "Ranking of the Value Added Tax Code".

The duration of the contract is set **from 31/07/2025 to 31/07/2026**.

A detailed description of the physical and financial object of the contract is given in ANNEX I of this announcement.

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

1.4 Institutional framework

The award and execution of the contract are governed by the applicable legislation and the regulatory acts issued pursuant to its authorization, as applicable, in particular:

- Law 4412/2016 (Government Gazette 9' 147) "Public Works, Supply and Service Contracts (adaptation to Directives 2014/24/EU and 2014/25/EU)"
- Law 4622/19 (A' 133) "Executive State: organization, operation & transparency of the Government, government bodies & central public administration" and in particular article 37
- Law 4700/2020 (A' 127) "Uniform text of Procedure for the Court of Audit, comprehensive legislative framework for pre-contractual control, amendments to the Code of Laws for the Court of Audit, provisions for the effective administration of justice and other provisions" and in particular articles 324-337
- article 11 of Law 4013/2011 (Government Gazette A' 204) "Establishment of a single Independent Public Procurement Authority and Central Electronic Registry of Public Procurement...",

- Law 3548/2007 (A' 68) "Registration of publications of public bodies in the prefectural and local press and other provisions",
- of Presidential Decree 39/2017 (A' 64) "*Regulation on the examination of preliminary appeals before the A.E.P.P.*"
- of decision no. 102080/24-10-2022 (B'5623/02.11.2022) of the Minister of Development and Investments "*Regulation of issues relating to the examination of remedial measures by the Committee of par. 9 of article 73 of law 4412/2016*",
- Decision No. 76928/13.07.2021 of the Ministers of Development and Investment and State: "Regulation of more specific issues of operation and management of the Central Electronic Registry of Public Contracts (KIMDIS)" (B' 3075),
- Joint Ministerial Decision No. 44756/2024 (Government Gazette 3380/ÿ/13-6-2024) "*Regulations on technical issues concerning the award of Public Procurement and Service Contracts using the individual tools and procedures of the National Electronic Public Procurement System (ESIS) - Amendment to Joint Decision No. 64233/8.6.2021 (ÿ' 2453) of the Ministers of Development and Investment and State*".
- the provisions of Law 4601/2019 (A'44), articles 148-154, "Corporate transformations and harmonization of the legislative framework with the provisions of Directive 2014/55/EU of the European Parliament and of the Council of 16 April 2014 on the issuance of Electronic Invoices in the context of Public Procurement and other provisions", as amended by article 158 of Law N 4972/2022, (A'181),
- the provisions of Joint Ministerial Decision 98979/10.8.21 (ÿÿ3766) "Electronic Invoicing in the context of Public Procurement under Law 4601/2019 (ÿÿ44)", as amended by No. Joint Ministerial Decision 13005ÿÿ2022/01.02.2022 (ÿÿ438) and No. ÿÿÿ. 46901ÿÿ 2024 (ÿÿÿ ÿ' 2120/07-04-2024) as well as Joint Ministerial Decision 63446/2-6-2021 (ÿÿ2338) "Definition of a National Electronic Invoice Format in the context of Public Procurement", as amended by No. Joint Ministerial Decree 31781EX2022/09.03.2022 (ÿÿ1202),
- the provisions of Joint Ministerial Decree 52445 EX 2023 (Government Gazette 2385/ÿ/12-04-2023) "Obligation to submit electronic invoices from economic operators",
- Law 4919/2022 (Government Gazette ÿ' 71) "*Incorporation of companies through One-Stop Services (YMS) and maintenance of the General Commercial Register (GEM) - Incorporation of Directive (EU) 2019/1151 of the European Parliament and of the Council of 20 June 2019 amending the Directive (EU) 2017/1132, on the use of digital tools and procedures in the field of company law (L 186) and other urgent provisions*",
- Law 3419/2005 (Government Gazette A' 297) "*General Commercial Register (G.E.M.H.) and its modernization*" Chamber Legislation"
- Law 4270/2014 (Government Gazette A' 143) "*Principles of financial management and supervision (incorporation of Directive 2011/85/EU) - public accounting and other provisions*"
- of Presidential Decree 80/2016 (A' 145) "*Undertaking of obligations by Authorizing Officers*"
- of paragraph G of Law 4152/2013 (A' 107) "*Adaptation of Greek legislation to Directive 2011/7 of 16.2.2011 on combating late payments in commercial transactions*",
- Law 4727/2020 (Government Gazette A' 184) "*Digital Governance (Incorporation into Greek Law of Directive (EU) 2016/2102 and Directive (EU) 2019/1024) - Electronic Communications (Incorporation into Greek Law of Directive (EU) 2018/1972 and other provisions)*,
- of Presidential Decree 28/2015 (A' 34) "*Codification of provisions on access to public documents and data*"
- Law 2859/2000 (Government Gazette A' 248) "*Ranking of the Value Added Tax Code*"

- Law 2690/1999 (Government Gazette A' 45) *"Ratification of the Code of Administrative Procedure and other provisions"* and in particular articles 1, 2, 7, 11 and 13 to 15,
- Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (Text with EEA relevance) OJ L 119,
- Law 4624/2019 (Government Gazette 'y' 137) *"Personal Data Protection Authority, implementing measures of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and incorporation into national legislation of Directive (EU) 2016/680 of the European Parliament and of the Council of 27 April 2016 and other provisions"*,
- Law 3852/2010 *"New Architecture of Local Government and Decentralized Administration - Kallikratis Program"*, as amended by Law 5056/2023,
- Law 4555/2018 (Government Gazette A' 133/19.07.2018) *"Reform of the institutional framework of Local Government Deepening Democracy Strengthening Participation Improving the economic and development operation of Local Authorities [Program "CLOSED I"] - Arrangements for the modernization of the organizational and operational framework of the FODSA Arrangements for the more effective, faster and unified exercise of responsibilities regarding the granting of citizenship and naturalization Other provisions of the competence of the Ministry of Interior and other provisions"*,
- Law 3463/2006 *"Ranking of the Code of Municipalities and Communities"*.
- Law 5138/2024 (Government Gazette 147 A/16-9-2024) *"Digital transaction fee and other provisions"*,
- Law 976/79 *"On the regulation of issues related to traffic accidents caused by State motor vehicles"*.
- Joint Ministerial Decree 543/5543/2000 *"Use, circulation and other issues related to cars - vehicles" of Public Sector services"*,
- Law 3746/2009 on compulsory vehicle insurance,
- *Act of the Executive Committee 195/29-11-2021 of the Bank of Greece*, published in the Official Gazette 5679/7-12-2021 and which revises the minimum insurance coverage amounts of article 6 par. 5 of Presidential Decree 237/1986 according to the European Consumer Price Index (ECPI),
- the regulatory acts issued in execution of the above laws, the other provisions that are explicitly mentioned or that derive from the provisions of the contractual documents herein, as well as all the provisions of insurance, labor, social, environmental and tax law that govern the assignment and execution of this contract, even if they are not explicitly mentioned above.

As well as:

- the study no. 03/2025 prepared by the Municipality's Cleanliness Department with project no. 8485/19-03-2025,
- the Municipality's budget for the year 2025 and specifically the credit under K.A.E. 20.6252.0001 (Insurance premiums for construction machinery), 20.6253.0001 (Insurance premiums for means of transport), 90.6253.0001 (Insurance premiums for public transport), 15.6253.0002 (Insurance premiums for means of transport (CHILDREN'S CENTERS)) and 30.6253.0001 (Car insurance premiums),
- the document with reference number 8731/21-03-2025 of the competent service registered in KIMDIS as a primary request receiving ADAM 25REQ016515075, - the no. prot. 8743/21-03-2025 documented request of the Authorizing Officer,

- the Commitment Decisions for the approval of the commitment of appropriations in the financial year 2025: AAY 654 with no. prot. 8862/24-03-2025 with ADAM: 25REQ016523855 and ADA: 6099999999-109, AAY 655 with no. prot. 8861/24-03-2025 with ADA: 6099999999-979 and ADA:25REQ016523897, AAY 657 with no. prot. 8860/24-03-2025 with ADA: 9999999999-959 and ADA:25REQ016523976, AAY 659 with no. prot. 8859/24-03-2025 with ADA: 9ZI399-139 and ADA:25REQ016524036, the AAY 666 with no. prot. 8858/24-03-2025 with ADA: 9NOG9999-990 and ADA:25REQ016524036,
- Decision No. 126/2025 of the Municipal Committee of the Municipality (AD: 9689999-406) regarding formation of the competition committee,
- No. 118/2025 Decision of the Municipal Committee of the Municipality (ADA: 9AETH99E-5AA) on the approval of technical specifications and the entire 03/2025 study as well as the preparation of the terms of the tender announcement.

1.5 Deadline for receipt of offers

The deadline for receipt of offers is **30/04/2025** , Wednesday at **15:00**.

The procedure will be carried out using the National Electronic Public Procurement System (ESIDIS) Supplies and Services of the ESIDIS OPS (Website www.promitheus.gov.gr)

<https://portal.eprocurement.gov.gr/webcenter/portal/TestPortal> .

1.6 Publicity

Publication at national level

The full text of this Declaration will be registered in the Central Electronic Registry of Public Procurement (KIMDIS).

The contract documents of this Announcement are registered in the relevant electronic procedure for concluding a public contract at ESIDIS, which received Systematic Serial Number: **370276** and are posted on the Internet Portal (www.promitheus.gov.gr) of the ESIDIS Public Procurement System.

A summary of this Declaration, as provided for in case (p) of paragraph 3 of article 76 of Law 4727/2020, is posted on the internet, on the website <http://et.diaforgeia.gov.gr/> (DIAVGEIA PROGRAM).

The Declaration will be posted online, on the website of the contracting authority, at the address (URL): www.dimosbyrona.gr on the route: Home Page → Update → Tender Notices.

1.7 Principles applied in the award process Economic operators

undertake to:

a) they comply and will continue to comply during the performance of the contract, if selected, with their obligations arising from the provisions of environmental, social security and labour law, established by Union law, national law, collective agreements or international provisions of environmental, social and labour law, which are listed in Annex X of Appendix A of Law 4412/2016. Compliance with these obligations is checked and certified by the bodies supervising the performance of public contracts and the competent public authorities and services acting within the limits of their responsibility and competence,

b) they will not act unfairly, illegally or abusively throughout the award procedure, but also during the execution stage of the contract, if selected,

c) take appropriate measures to preserve the confidentiality of information that has been designated as such.

2. GENERAL AND SPECIAL TERMS OF PARTICIPATION

2.1 General Information

2.1.1 Contract documents

The documents of this procurement procedure, in order of validity, are the following:

1. the agreement
2. this declaration and its annexes
3. the European Single Contract Document [ESCD]
4. the Summary of the Declaration
5. the contractor's offer
6. any additional information-clarifications that may be provided within the framework of the procedure, in particular regarding the specifications and relevant supporting documents

2.1.2 Communication - Access to Contract documents

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

2.1.3 Provision of Clarifications

The relevant requests for clarifications are submitted electronically, no later than ten (10) days before the deadline for submission of tenders and are responded to accordingly, within the framework of this, in the relevant electronic procedure for concluding a public contract on the ESIDIS platform, which is accessible through the Internet portal (www.promitheus.gov.gr). Requests for additional information - clarifications are submitted by economic operators registered in the system, i.e. by those who have relevant credentials that have been granted to them (username and password) and the electronic file with the text of the questions must be electronically signed. Requests for clarification that are either submitted in another way or the electronic file that accompanies them is not electronically signed, will not be examined.

The contracting authority shall extend the time limit for receipt of tenders, so that all interested economic operators may obtain all the information necessary for drawing up tenders in the following cases:

- a) when, for any reason, additional information, although requested by the economic operator in a timely manner, has not been provided no later than four (4) days before the deadline set for the receipt of tenders,
- b) when the contract documents undergo significant changes.

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

Where additional information has not been requested in good time or is not relevant for the preparation of appropriate tenders, the extension of the time limit shall be at the discretion of the contracting authority.

The contracting authority, by its specifically reasoned decision, may extend the deadline for receipt of tenders, respecting in all cases the principles of equal treatment and transparency.

Amendments to the terms of the tender procedure (e.g. change/postponement of the deadline for submission of tenders, as well as significant changes to the contract documents, in accordance with the previous paragraph) are published in KIMDIS.

2.1.4 Language

The contract documents have been drawn up in the Greek language.

Any preliminary appeals are submitted in the Greek language.

The **tenders**, the information included in them, as well as the supporting documents regarding the absence of grounds for exclusion and the fulfillment of the qualitative selection criteria, are drawn up in the Greek language or are accompanied by an official translation into the Greek language.

Foreign public and private documents are accompanied by their translation into the Greek language, certified either by a person competent under the applicable provisions of national legislation or by a person competent under the law of the country in which the document was drawn up.

Informational and technical brochures and other publications - corporate or not - with specific technical content, i.e. publications with purely technical characteristics, such as numbers, conversions to international units, mathematical formulas and drawings, which can be read in any language and do not require their translation, may be submitted in another language, without being accompanied by a translation into Greek.

Any form of communication with the contracting authority, as well as between it and the contractor, will be carried out in the Greek language, without prejudice to the fact that the documents may be written in whole or in part in another language.

2.1.5 Guarantees

The letters of guarantee of paragraphs 2.2.2 and 4.1. are issued by credit institutions or financial institutions or insurance companies within the meaning of cases b' and c' of par. 1 of article 14 of law 4364/2016 (A'13), which operate legally in the member states of the Union or the European Economic Area or in the member states of the GPA and have, in accordance with the applicable provisions, this right. They can also be issued by the T.M.E.D.E. or be provided with a promissory note of the Deposits and Loans Fund with the deposit of the corresponding amount of money to it. If a deposit is established with a securities depository note at the Deposit and Loan Fund, the interest coupons or dividends that expire during the guarantee period are returned after their expiration to the financial institution in favor of which the guarantee is issued.

Letters of guarantee are issued at the choice of the economic operators by one or more issuers of the above paragraph.

These guarantees include at least the following information: a) the date of issue, b) the issuer, c) the contracting authority to which they are addressed, d) the number of the guarantee, e) the amount covered by the guarantee, f) the full name, the VAT number. and the address of the economic operator in favor of whom the guarantee is issued (in the case of an association, all of the above is indicated for each member of the association), g) the conditions that: aa) the guarantee is provided irrevocably and unconditionally, and the issuer waives the right to division and apportionment, and bb) that in the event of forfeiture, the amount of the forfeiture is subject to the applicable stamp duty, h) the details of the relevant announcement and the deadline for submitting tenders, i) the expiry date or period of validity of the guarantee, j) the undertaking by the issuer of the guarantee to pay the amount of the guarantee in whole or in part within five (5) days after simple written notification of the person to whom it is addressed and k) in the case of performance and advance payment guarantees, the number and title of the relevant contract.

Subparagraph aa of the previous paragraph g does not apply to guarantees provided by a promissory note of the Deposits and Loans Fund.

The contracting authority contacts the issuers of the letters of guarantee in order to verify their validity.

2.1.6 Personal Data Protection The contracting

authority informs the natural person who signs the offer as a Bidder or as a Legal Representative of a Bidder, that it or third parties, by order and on its behalf, will process personal data contained in the offer files and the evidence submitted therein, within the framework of this Tender, for the purpose of evaluating the offers and informing other participants in it, taking every reasonable measure to ensure the confidentiality and security of the processing of data and their protection from any form of unlawful processing, in accordance with the provisions of the applicable legislation on the protection of personal data, as detailed in the detailed information attached hereto.

2.2 Right to Participate - Qualitative Selection Criteria

2.2.1 Right to participate 1. The

right to participate in the procedure for concluding this contract is granted to natural or legal persons and, in the case of associations of economic operators, their members, who are established in:

- a) a member state of the 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 contract under award is covered by Annexes 1, 2, 4, 5, 6 and 7 and the general notes of the Union-related Appendix I of the above Agreement, as well as
- d) in third countries that do not fall under case c of this paragraph and have concluded bilateral or multilateral agreements with the Union on matters of public procurement procedures.

To the extent covered by Annexes 1, 2, 4, 5, 6 and 7 and the general notes to Appendix I to the GPA concerning the Union, as well as other international agreements by which the Union is bound, contracting authorities shall grant to works, supplies, services and economic operators of the countries which have signed those agreements treatment no less favourable than that which they grant to works, supplies, services and economic operators of the Union.

2. An economic operator may participate either individually or as a member of an association. Associations of economic operators, including temporary partnerships, are not required to take a specific legal form in order to submit a tender. The contracting authority may require associations of economic operators to take a specific legal form if they are awarded the contract.

In cases where a bid is submitted by an association of economic operators, all its members are jointly and severally liable towards the contracting authority.

2.2.2 Participation guarantee

2.2.2.1. For valid participation in the procedure for concluding this contract, the participating economic operators (bidders) shall submit a participation guarantee letter, at a rate of **2%** of the estimated contract value, i.e. an amount of **€1,580.00 (one thousand five hundred and eighty euros)**.

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

The participation guarantee must be valid for at least thirty (30) days after the expiry of the validity period of the offer in article 2.4.5 hereof, otherwise the offer shall be rejected. The contracting authority may, before the expiry of the offer, request the tenderers to extend, before their expiry, the validity period of the offer and the participation guarantee.

The original participation guarantees, with the exception of guarantees issued electronically, are submitted in a closed envelope under the responsibility of the economic operator, no later than the date and time of opening of the tenders specified in par. 3.1 hereof, otherwise the tender is rejected as unacceptable, following an opinion from the Tender Committee.

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

The participation guarantee is returned to the other bidders, in accordance with the specific provisions of paragraph 3 of article 72 of law 4412/2016.

2.2.2.3. The participation guarantee shall be forfeited if the tenderer: a) withdraws its tender during its validity period, b) knowingly provides false data or information referred to in paragraphs 2.2.3 to 2.2.4, c) fails to submit the supporting documents provided for herein in a timely manner (paragraphs 2.2.6 and 3.2), d) fails to arrive in time to sign the agreement, e) submits an unsuitable tender, within the meaning of paragraph 46 of paragraph 1 of article 2 of law 4412/2016, f) fails to respond to the relevant invitation of the contracting authority to explain the price or cost of its tender within the set deadline and its tender is rejected, g) in the cases of paragraphs 3, 4 and 5 of article 103 of law 4412/2016, on the invitation to submit supporting documents by the temporary contractor, if, upon checking the above supporting documents, in accordance with paragraphs 3.2 and 3.4 hereof, it is established that the information declared in the EEES is intentionally fraudulent, or that false evidence has been submitted, or if, from the above supporting documents submitted legally and within the deadline, it is not proven that the grounds for exclusion of paragraph 2.2.3 or the fulfillment of one or more of the requirements of the qualitative selection criteria are not met.

2.2.3 Exclusion reasons

An economic operator is excluded from participation in this procurement procedure (tender) if one or more of the following reasons apply to it (if it is an individual natural or legal person) or to one of its members (if it is an association of economic operators):

2.2.3.1. When there is an irrevocable conviction against him for one of the following crimes:

a) participation in a criminal organisation, as defined in Article 2 of Council Framework Decision 2008/841/JHA of 24 October 2008 on the fight against organised crime (OJ L 300, 11.11.2008, p. 42), and the offences of Article 187 of the Criminal Code (criminal organisation),

b) active 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 Union (OJ C 195, 25.6.1997, p. 1) and in paragraph 1 of Article 2 of Council Framework Decision 2003/568/JHA of 22 July 2003 on combating corruption in the private sector (OJ L 192, 31.7.2003, p. 54), as well as as defined in the national law of the economic operator, and the crimes of Articles 159A (bribery of political figures), 236 (bribery of a public official), 237 paragraphs 2-4 (bribery of judicial officials), 237A paragraph 2 (trading in influence – intermediaries), 396 par. 2 (bribery in the private sector) of the Criminal Code,

c) fraud to the Union's financial interests, within the meaning of Articles 3 and 4 of Directive (EU) 2017/1371 of the European Parliament and of the Council of 5 July 2017 on the fight against fraud to the Union's financial interests by means of criminal law (L 198/28.07.2017) and the crimes of Articles 159A (corruption of political figures), 216 (forgery), 236 (corruption of an official), 237 par. 2-4 (bribery of judicial officers), 242 (false statement, forgery, etc.) 374 (aggravated theft), 375 (embezzlement), 386 (fraud), 386A (computer fraud), 386B (fraud relating to grants), 390 (disloyalty) of the Criminal Code and articles 155 et seq. of the National Customs Code (Law 2960/2001, A' 265), when these are directed against the financial interests of the European Union or are linked to the infringement of these interests.

interests, as well as the crimes of articles 23 (cross-border VAT fraud) and 24 (subsidiary provisions for the criminal protection of the financial interests of the European Union) of Law 4689/2020 (Government Gazette A' 103),

d) terrorist crimes or crimes related to terrorist activities, as defined, respectively, in Articles 3-4 and 5-12 of Directive (EU) 2017/541 of the European Parliament and of the Council of 15 March 2017 on combating terrorism and replacing Council Framework Decision 2002/475/JHA and amending Council Decision 2005/671/JHA (OJ L 88/31.03.2017) or incitement or complicity or attempt to commit a crime, as defined in Article 14 thereof, and the crimes of Articles 187A and 187B of the Criminal Code, as well as the crimes of Articles 32-35 of Law 4689/2020 (A'103),

e) money laundering or terrorist financing, as defined in Article 1 of Directive (EU) 2015/849 of the European Parliament and of the Council of 20 May 2015 on the prevention of the use of the financial system for the purposes of money laundering or terrorist financing, amending Regulation (EU) No. 648/2012 of the European Parliament and of the Council, and repealing Directive 2005/60/EC of the European Parliament and of the Council and Commission Directive 2006/70/EC (OJ L 141/05.06.2015) and the crimes of Articles 2 and 39 of Law 4557/2018 (Government Gazette A' 139),

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), and the crimes of Article 323A of the Criminal Code (trafficking in human beings).

The economic operator is also excluded when:

i. the **natural** person against whom a final conviction was issued is a member of its administrative, management or supervisory body or has powers of representation, decision-making or control therein.

The obligation of the previous paragraph concerns:

- in the cases of limited liability companies (LLCs), private limited companies (P.I.C.s) and personal companies (P.I.C.s and P.I.C.s), the managers.

- in the case of public limited companies (S.A.), the CEO, the members of the Board of Directors, as well as the persons to whom, by decision of the Board of Directors, the entire management and representation of the company has been assigned.

- in the case of Cooperatives, the members of the Board of Directors.

- in all other cases of legal entities, the legal representative, as the case may be.

ii. **is a legal person (company)** against whom an irrevocable conviction was issued **for the bribery offenses of the above cases b & c** (document EADISY 5868/07-06-2024 (ADA: ýýý1ýýýý-ýý0).

If in the above cases (a) to (f) the period of exclusion as above has not been determined by an irrevocable decision, it amounts to five (5) years from the date of conviction by an irrevocable decision.

2.2.3.2. In the following cases:

a) when the economic operator has failed to fulfil its obligations regarding the payment of taxes or social security contributions and this has been established by a judicial or administrative decision with final and binding force, in accordance with the provisions of the country where it is established or national legislation or

(b) where the contracting authority can prove by appropriate means that the economic operator has failed to fulfil its obligations regarding the payment of taxes or social security contributions.

If the economic operator is a Greek citizen or has its establishment in Greece, its obligations relating to social security contributions cover both the main and the supplementary insurance. The obligations of paragraphs

a and b of paragraph 2.2.3.2 are considered not to have been breached if they have not become overdue or if they have been subject to a binding arrangement that is being complied with.

The economic operator is not excluded when it has fulfilled its obligations either by paying the taxes or social security contributions it owes, including, where applicable, accrued interest or fines, or by being subject to a binding arrangement for their payment to the extent that it complies with the terms of the binding regulation.

2.2.3.3 Exceptionally, the economic operator shall not be excluded where exclusion, in accordance with paragraph 2.2.3.2, would be clearly disproportionate, in particular where only small amounts of taxes or social security contributions have not been paid or where the economic operator was informed of the exact amount due due to non-compliance with its obligations regarding the payment of taxes or social security contributions at a time when it was not in a position to take measures, in accordance with the last paragraph of paragraph 2 of Article 73 of Law 4412/2016, before the expiry of the deadline for submission of tenders.

2.2.3.4. The economic operator shall be excluded at any time during the procedure for the conclusion of this contract where it is proven that it is, due to its acts or omissions, either before or during the procedure, in one of the above cases.

2.2.3.5. An economic operator falling into one of the situations referred to in paragraph 2.2.3.1 may provide evidence to demonstrate that the measures it has taken are sufficient to demonstrate its reliability, despite the relevant ground for exclusion (self-clearance). For this purpose, the economic operator shall demonstrate that it has paid or undertaken to pay compensation for damage caused by the criminal offence or misconduct, that it has clarified the facts and circumstances in a comprehensive manner, through active cooperation with the investigating authorities, and has taken specific technical, organisational and personnel measures appropriate to prevent further criminal offences or misconduct. The measures taken by economic operators shall be assessed in relation to the seriousness and specific circumstances of the criminal offence or misconduct. If the information is deemed sufficient, the economic operator in question shall not be excluded from the procurement procedure. If the measures are deemed insufficient, the economic operator shall be informed of the reasons for this decision. An economic operator which has been excluded, in accordance with the provisions in force, by a final decision at national level, from participation in procurement or concession award procedures may not make use of the above possibility during the period of exclusion specified in that decision.

The examination of the information provided by the economic operator, as described above, to determine the adequacy or otherwise of the remedial measures it has taken and is invoking, will be carried out during the stage of examination of the award documents.

2.2.3.6. The decision to determine the adequacy or otherwise of the remedial measures under the previous paragraph is issued in accordance with the provisions of paragraphs 8 and 9 of article 73 of law 4412/2016, as well as in decision no. 102080/24-10-2022 (ÿÿ5623/02.11.2022) of the Minister of Development and Investment on the subject: *"Regulation of issues relating to the examination of remedial measures by the Committee of paragraph 9 of article 73 of law 4412/2016"*.

The contracting authority shall send to the Committee for the Examination of Remedial Measures of paragraph 9 of article 73 of law 4412/2016 the draft of its decision on the determination of the adequacy or otherwise of the remedial measures taken by the economic operator, accompanied by a complete file including all the relevant information on the case. The draft of the decision of the contracting authority, together with all the

Information regarding the case is sent electronically to the email address epanorthotika@eaadhsy.gr.

In the event that the economic operator has not submitted, on its own initiative, the data proving the self-cleaning measures invoked (issued administrative decisions, proof of payment of fines, correspondence with competent control authorities, etc.), the contracting authority, before drafting and sending the draft decision to the Commission, is obliged to request the economic operator to submit them, within a period not exceeding ten (10) days. Upon the expiry of the above deadline, it is considered that the requested data has not been submitted. In the event that the economic operator submits a request for an extension of the above deadline, accompanied by documents proving that it has requested the provision of the data, the contracting authority shall extend the submission deadline for as long as it takes for them to be granted by the competent public authorities.

If the contracting authority considers that the information provided by the economic operator is incomplete or that clarifications are required, before sending its draft decision to the Commission, it shall invite the economic operator to complete the relevant information and/or provide clarifications, within a period not exceeding ten (10) days.

If the economic operator does not respond to the invitation of the contracting authority, this fact shall be mentioned in the draft decision.

Without prejudice to the following paragraph, the Commission shall not examine any remedial measures invoked by an economic operator to demonstrate its reliability if they have been taken after the deadline for submission of tenders. In such a case, the contracting authority shall not take them into account and shall not mention them in the draft decision sent to the Commission.

In the event that, at the time of the submission of the EES, the economic operator did not meet any of the grounds for exclusion of par. 1 and par. 4, except for paragraph b thereof, of article 73 of law 4412/2016, but its assistance arose during the present procedure (late change), the self-cleaning measures invoked are taken into account by the contracting authority when drawing up its draft decision and are examined by the Commission. The procedural details of the examination and review of the remedial measures are regulated in detail in the above-mentioned ministerial decision.

2.2.3.7. An economic operator, against whom the sanction of horizontal exclusion has been imposed in accordance with the applicable provisions and for the period of time specified therein, is excluded from this contract award procedure.

2.2.4 Selection Criteria - Suitability to exercise professional activity The economic operators participating in the procedure for concluding this contract are required to exercise a commercial, industrial or craft activity related to the subject 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 commercial registers kept in their State of establishment or to satisfy any other requirement set out in Annex XI of Appendix A of Law 4412/2016.

In the case of economic operators established in a Member State of the European Economic Area (EEA) or in third countries that have acceded to the GPA, or in third countries that do not fall under the previous case and have concluded bilateral or multilateral agreements with the Union on matters of public procurement procedures, they are required to be registered in the corresponding professional or commercial registers.

Economic operators established in Greece must be registered with the Professional Chamber relevant to the activities of the business.

In the case of an association of economic operators, the suitability to exercise a professional activity must be covered by all members of the association.

2.2.5 Subcontracting

The economic operator shall indicate in its tender the part of the contract that it intends to subcontract to third parties, as well as the subcontractors it proposes. In the event that the tenderer indicates in its tender that it intends to subcontract part(s) of the contract to third parties in a percentage exceeding thirty percent (30%) of the total value of the contract, the contracting authority shall verify that the grounds for exclusion set out in paragraph 2.2.3 of this Regulation do not apply. The economic operator shall be obliged to replace a subcontractor if the grounds for exclusion set out in paragraph 2.2.3 apply to it. .

2.2.6 Rules for proving qualitative selection The

right to participate of economic operators and the terms and conditions of their participation, as defined in paragraphs 2.2.1 to 2.2.5, are determined upon submission of the offer through the EEES as defined in paragraph 2.2.6.1, upon submission of the supporting documents of paragraph 2.2.6.2 and upon conclusion of the contract through the solemn declaration, of paragraph 4 of paragraph 3 of article 105 of Law 4412/2016.

In the event that the economic operator indicates in its tender that it intends to award part(s) of the contract in the form of subcontracting to third parties at a rate exceeding thirty percent (30%) of the total value of the contract, the subcontractors are required to prove, as defined in paragraph 2.2.5., that the grounds for exclusion in paragraph 2.2.3 hereof do not apply.

If, after completing the EIS and until the day of the written invitation to conclude the contract, there are changes to the conditions that the tenderers had declared that they meet, the tenderers must inform the contracting authority without delay.

2.2.6.1 Preliminary proof when submitting tenders For preliminary proof

that the tendering economic operators: a) are not in one of the situations in paragraph 2.2.3 and b) meet the relevant selection criteria in paragraph 2.2.4 hereof, they shall, when submitting their tender, provide as proof of participation, the **European Single Procurement Document (ESPD) provided for in article 79 par. 1 and 3 of Law 4412/2016**, in accordance with Annex II attached hereto, which is equivalent to an updated solemn declaration, with the consequences of Law 1599/1986. The ESPD is drawn up on the basis of the standard form in Annex 2 of Regulation (EU) 2016/7 and is completed by the tendering economic operators in accordance with the instructions in Annex 1.

It is noted that in the EPC in part IV "Selection criteria" economic operators should only complete section a "General indication for all selection criteria", therefore sections A to D of part IV have been deleted.

The ESI shall be signed and dated within the period during which tenders may be submitted. If, between the date of signing the ESI and the deadline for submission of tenders, changes have occurred to the information declared by the economic operator in the ESI, the economic operator shall withdraw its tender, without a decision by the contracting authority being required. It may then resubmit it with an up-to-date ESI. The economic operator may clarify the statements and information provided in the ESI by means of an accompanying solemn declaration, which it shall submit together with the ESI.

When submitting the EES, as well as the accompanying solemn declaration, it is possible, with the sole signature of the representative of the economic operator, as the case may be, to provide preliminary proof of the grounds for exclusion referred to in paragraph 2.2.3 of this present document, for all natural persons who are members of its administrative, management or supervisory body or have powers of representation, decision-making or control therein.

The representative of the economic operator means its legal representative, as indicated in the applicable statutes or the minutes of its representation at the time of submission of the tender, or the duly authorized natural person to represent the economic operator for procurement procedures or for a specific procurement procedure.

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

The economic operator has the special obligation to declare, through the EEES, its situation in relation to the reasons provided for in article 73 of law 4412/2016 and paragraph 2.2.3 hereof and at the same time to invoke any measures taken to restore credibility.

of.

As regards its obligations regarding the payment of taxes or social security contributions (paragraphs a and b of paragraph 2 of article 73 of law 4412/2016), these are considered not to have been breached if they have not become overdue or if they have been subject to a binding arrangement that is being complied with. In this case, the economic operator is not required to answer affirmatively in the relevant field of the EASO which asks whether the economic operator has outstanding obligations regarding the payment of taxes or social security contributions or, where applicable, whether it has breached its above obligations.

In the event that an economic operator declares that it falls under one of the situations in par. 2.2.3.1, for which the relevant ground for exclusion applies, it is obliged, if it invokes self-cleaning measures to prove its reliability, in the relevant field of the EES, which appears following the positive answer it gave regarding the presence of one of the above grounds for exclusion, to declare: a. whether the self-cleaning measures, which it took for the specific ground for

exclusion that it has declared in the EES, have already been assessed in a previous procedure in which it participated, based on a decision issued by the same or another contracting authority, following an opinion from the Committee for the Examination of Remedial Measures.

b. whether the measures were deemed sufficient or insufficient, attaching the decision of paragraph a on the basis of which the specific self-cleaning measures have been judged. Furthermore, it is stated whether the above decision has become "binding", in the sense that either the provided means of legal protection have not been exercised or they have been exercised and a relevant decision has been issued.

c. in the event that the measures have been deemed insufficient, if it has taken additional self-cleaning measures after the date the decision in paragraph a was issued and if the above applies, to proceed with their analysis, mandatorily indicating the date on which they were taken.

2.2.6.2 Means of evidence A.

In order to prove that there are no grounds for exclusion under Article 2.2.3 and that the qualitative selection criteria under paragraph 2.2.4 are met, economic operators shall submit the supporting documents herein. The submission of said supporting documents shall be carried out in accordance with the provisions of paragraph 3.2 by the provisional contractor. The contracting authority may request tenderers, at any time during the procedure, to submit all or some of the supporting documents, when this is required for the proper conduct of the procedure.

Economic operators are not required to submit supporting documents or other evidence, although to the extent that the contracting authority has the possibility of obtaining the certificates or relevant information directly through access to a national database in any Member State of the Union, which is available free of charge, such as a national register of contracts, a virtual company file, an electronic document storage system or a pre-qualification system. The declaration on access to a national database is included in the European Single Contract Document (ESCD), which also contains the information required for this purpose, such as the electronic

address of the database, any identification data and, where applicable, the necessary declaration of consent.

Economic operators are not required to submit supporting documents when the contracting authority that has awarded the contract already has the above supporting documents and they are still valid.

The supporting documents herein are submitted and accepted in accordance with paragraph 2.4.2.5. and 3.2 of this document.

The supporting documents are drawn up in the Greek language or accompanied by an official translation into the Greek language in accordance with paragraph 2.1.4.

B. 1. In order to prove that the grounds for exclusion in paragraph 2.2.3 do not apply, the tendering economic operators shall submit the supporting documents listed below.

The economic operators shall ensure that they have certificates, which also cover the time of submission of the offer, in order to submit them, if they are selected as temporary contractors. These certificates shall be submitted together with the other means of evidence of paragraph 3.2 hereof, by the temporary contractor, through the subsystem, in the file "temporary contractor's supporting documents".

If the Member State or country responsible for issuing the above does not issue such documents or certificates or where such documents or certificates do not cover all the cases referred to in paragraphs 2.2.3.1 and 2.2.3.2, points a' and b', the documents or certificates may be replaced by a sworn statement or, in the Member States or countries where a sworn statement is not provided for, by a solemn declaration of the person concerned before a competent judicial or administrative authority, a notary or a competent professional or commercial body of the Member State or the country of origin or the country where the economic operator is established. The competent public authorities shall provide, where necessary, an official 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, points a' and b'. The official statements shall be made available through the online certificate repository (e-Certis) referred to in Article 81 of Law 4412/2016.

In particular, economic operators shall provide:

a) for paragraph 2.2.3.1 an extract from the relevant register, such as the criminal record or, in the absence thereof, an equivalent document issued by a competent judicial or administrative authority of the Member State or the country of origin or the country where the economic operator is established, from which it emerges that these conditions are met, issued up to three (3) months prior to its submission.

The obligation to present the above extract also concerns the members of the administrative, management or supervisory body of the economic operator in question or the persons who have the power of representation, decision-making or control therein, as specifically referred to in the above paragraph 2.2.3.1.

In addition to the above, especially economic operators in the form of a legal entity (companies), must also submit an Affidavit to prove that there is no irrevocable conviction against the legal entity (company) for the offenses of bribery under paragraphs b & c of article 73 of law 4412/2016, (EADISY Document with no. pr. 5868/07-06-2024 entitled: "Exclusion of legal persons and entities from public contracts and concession contracts, ADA: ÿÿÿ1ÿÿÿÿ-ÿÿ0).

b) for paragraph 2.2.3.2 a certificate issued by the competent authority of the relevant Member State or country, which is valid at the time of its submission, otherwise, in the event that no validity period is mentioned therein, which has been issued up to three (3) months prior to its submission.

In particular, economic operators established in Greece shall provide:

i) For proof of fulfillment of the tax obligations of paragraph 2.2.3.2 case a', proof of awareness issued by the A.A.D.E.

In the case of paragraph 2.2.3.3 of this article, the economic operator shall submit a certificate of debt from the Public Administration Authority.

ii) For proof of fulfillment of the obligations towards the social security organizations of paragraph 2.2.3.2 case a', a certificate issued by e-EFKA.

This certificate must **be accompanied by a solemn declaration** of the economic operator regarding the social security organizations (in the event that the economic operator is established in Greece, it concerns primary and supplementary insurance organizations) to which it is required to pay contributions.

In the case of paragraph 2.2.3.3 of this present, a debt certificate from EFKA is submitted by the economic operator.

iii) For paragraph 2.2.3.2 case a', in addition to the above certificates, a solemn declaration that no judicial or administrative decision with final and binding force has been issued for the breach of their obligations regarding the payment of taxes or social security contributions.

c) for paragraph 2.2.3.7. a solemn declaration by the tendering economic operator that the penalty of horizontal exclusion will not be imposed on it, in accordance with the provisions of the applicable legislation.

B.2. To prove the requirement of article 2.2.4. (proof of suitability to pursue a professional activity) they shall provide a certificate/certificate from the relevant professional (or commercial) register of the state of establishment. Economic operators established in a Member State of the European Union shall provide a certificate/certificate from the corresponding professional (or commercial) register of Annex XI of Appendix A of Law 4412/2016, which certifies on the one hand their registration in it and on the other hand their specific profession. In the event that a country does not keep such a register, the document or certificate may be replaced by a sworn statement or, in the Member States or in countries where a sworn statement is not provided for, by a solemn declaration by the person concerned before a competent judicial or administrative authority, a notary or a competent professional body of the country of origin or of the country where the economic operator is established that no such register is kept and that it carries out the activity required for the performance of the subject of the contract to be awarded.

Economic operators established in Greece provide a certificate of registration in the relevant professional register or a certificate issued by the relevant service of the General Directorate of Public Administration.

It is noted that the supporting documents relating to the proof of the requirement of article 2.2.4 (proof of suitability to exercise a professional activity) are accepted, provided that they have been issued up to thirty (30) working days prior to their submission, unless, according to their more specific provisions, they have a specific validity period.

B.3. To prove legal representation, in cases where the economic operator is a legal entity and is registered compulsorily or voluntarily, according to applicable legislation, and declares the representation and its changes to a competent authority (e.g. GEMI), it shall submit a relevant certificate of valid representation, which must have been issued up to thirty (30) working days prior to its submission, unless it has a specific validity period.

In particular, for domestic economic operators, the following are provided:

i) To **prove legal representation**, in cases where the economic operator is a legal entity and is obliged, under applicable legislation, to declare the representation and its changes to GEMI, it shall submit a relevant certificate of valid representation, which must have been issued up to thirty (30) working days prior to its submission.

ii) For **proof of the legal establishment and changes** of the legal entity, a general certificate of changes from GEMI, provided that it has been issued up to three (3) months prior to its submission.

In other cases, the relevant legal documents of incorporation and legal representation (such as articles of association, certificates of changes, corresponding official gazettes, decisions to form administrative bodies into a body, etc., depending on the legal form of the economic operator), accompanied by a solemn declaration by the legal representative that they are still valid at the time of their submission.

In case, for the purpose of carrying out this award procedure, powers have been granted to a person in addition to those mentioned in the above documents, an additional decision-minute of the competent statutory body of the legal entity by which the relevant powers were granted shall be submitted. As regards natural persons, if powers have been granted to third parties, an authorization of the economic operator shall be submitted.

Foreign economic operators shall submit the required supporting documents, as required by the legislation of the country of establishment, and if not required, a solemn declaration by the legal representative, which proves the above with regard to the legal establishment, changes and representation of the economic operator.

The above solemn declarations are accepted, provided that they have been drawn up after the notification of the invitation to submit supporting documents.

The above documents must indicate the legal establishment of the economic operator, all relevant amendments to the articles of association, the person(s) legally binding the company on the date of the tender (legal representative, right to sign, etc.), any third parties to whom power of representation has been granted, as well as the term of office of the member(s) of the management body/legal representative.

B.4. Economic operators registered in official lists provided for by the national provisions in force at any time or certified by certification bodies that comply with European certification standards, within the meaning of Annex VII of Appendix A of Law 4412/2016, may provide the contracting authorities with a registration certificate issued by the competent authority or the certificate issued by the competent certification body.

These certificates indicate the supporting documents on the basis of which the registration of the economic operators in question in the official list or the certification and classification in the said list was carried out.

The certified entry in the official lists by the competent bodies or the certificate issued by the certification body constitutes a presumption of suitability with regard to the quality selection requirements covered by the official list or certificate.

Economic operators registered in official lists are exempted from the obligation to submit the supporting documents mentioned in their registration certificate. Specifically regarding the payment of social security contributions and taxes and fees, in addition to the certificate of registration in the official list, certificates are also submitted, as defined above in case B.1, sub-paragraphs i, ii and iii of paragraph b.

Note: In Greece, the relevant official lists have not yet been compiled.

B.5. Associations of economic operators submitting a joint tender shall submit the above supporting documents, as appropriate, for each economic operator participating in the association, in accordance with the specific provisions of article 19, paragraph 2, of Law 4412/2016.

B.6. In the event that the economic operator declares in its tender that it will use subcontractors, on whose capacities it does not rely, a solemn declaration by the tenderer shall be submitted, indicating the part of the contract which it intends to subcontract to third parties and a solemn declaration by the subcontractors that they accept the execution of the work.

B.7. It is noted that the following are accepted:

- affidavits, provided they have been drawn up to three (3) months prior to their submission,
- the solemn declarations, provided that they have been drawn up after the notification of the invitation for the submission of supporting documents. It is noted that the authenticity of their signature is not required.

All responsible statements are required to be digitally signed.

2.3 Award Criteria

The award criterion is the most economically advantageous tender **based on price**.

2.4 Training - Offer Content

2.4.1 General conditions for submitting tenders

Tenders are submitted based on the requirements set out in Annex I of the Tender Notice, for all the services described.

Alternative offers are not allowed.

The association of Economic Operators submits a joint tender, which is mandatorily signed electronically either by all Economic Operators that make up the association, or by their legally authorized representative. The tender states the extent and type of participation of each member of the association, including the distribution of remuneration between them, as well as its representative/coordinator. This declaration is included either in the EES (Part II. Section A) or in the accompanying solemn declaration that may be submitted by the members of the association. For the signing of the preliminary appeal by the representative/coordinator of the association, explicit authorization is required. This authorization may be included either in the EES (Part II. Section A), or in the accompanying solemn declaration, or in the documents of agreement of the economic operators for participation in the tender as an association, or in the minutes of the competent administrative bodies of the members of the association.

According to article 15 of Joint Ministerial Decree No. 44756/2024 (ÿÿ3380/13.06.2024) on ESID, the economic operator may withdraw its offer and resubmit it until the relevant deadline for submission of offers.

2.4.2 Time and Method of Submission of Bids 2.4.2.1. Bids

are submitted by interested parties **electronically**, through **ESIDIS**, until the closing date and time specified in this announcement, in the Greek language, in an electronic file, in accordance with the provisions of Law 4412/2016, in particular Articles 36 and 37 and the authorization of paragraph 5 of Article 36 of Law 4412/2016 issued under No. 64233/08.06.2021 (ÿÿ2453/ 09.06.2021) Joint Decision of the Ministers of Development and Investment and Digital Governance, on "Regulations of technical issues concerning the award of Public Procurement and Service Contracts using the individual tools and procedures of the National Electronic Public Procurement System (ESIDIS)" (hereinafter J.D. ESIDIS Procurement and Services).

To participate in the tender, interested economic operators are required to have **an advanced electronic signature** supported at least by a recognized (approved) certificate, which was issued by a certification service provider, which is included in the

trust list provided for in Decision 2009/767/EC and in accordance with the provisions of Regulation (EU) 910/2014 and to be registered in ESIDIS, in accordance with paragraph b of paragraph 2 of article 37 of law 4412/2016 and the provisions of article 6 of J.M.D. ESIDIS Supplies and Services.

2.4.2.2. The time of submission of the offer through ESIDIS is automatically confirmed by ESIDIS with timestamping services, in accordance with the provisions of article 37 of law 4412/2016 and the provisions of article 10 of the aforementioned joint ministerial decision. After the expiry of the deadline and time, it is not possible to submit an offer to ESIDIS. In cases of technical failure of ESIDIS, the contracting authority regulates the continuation of the tender with its reasoned decision.

2.4.2.3. Economic operators submit the following with their offer in accordance with the provisions of article 13 of the Joint Ministerial Decree ESIDIS Supplies and Services: **(a)** an electronic (sub)folder marked "**Participation Documents - Technical Offer**", which includes all the supporting documents required in each case and the technical offer, in accordance with the provisions of the applicable legislation and this one.

(b) an electronic (sub)folder marked "**Financial Offer**", which includes the economic operator's financial offer and all the supporting documents required, as the case may be.

The Economic Operator shall mark, using the relevant functionality of ESIDIS, those elements of its offer that are confidential in accordance with the provisions of article 21 of Law 4412/2016. If an economic operator classifies information as confidential, due to the existence of technical or commercial confidentiality, in its relevant declaration, it shall explicitly mention all relevant legal provisions or administrative acts that impose the confidentiality of the specific information.

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

2.4.2.4. Once the Economic Operators have registered the information, with the data and attached electronic files, concerning their participation-technical offer and financial offer supporting documents in the corresponding special electronic forms of ESIDIS, they then, through relevant functionality, export reports (printouts) in the form of electronic files in PDF format, which constitute a summary of the registered information. The electronic files of the said reports (printouts) are digitally signed, in accordance with the provisions provided (paragraph b of paragraph 2 of article 37) and are attached by the Economic Operator to the corresponding subfolders. It is noted that the export and attachment of the aforementioned reports (printouts) may be carried out for each subfolder separately, from the moment the registration of the information in it has been completed.

Because the technical specifications and financial terms have not been fully reflected in the special electronic forms of ESIDIS, Economic Operators are required to attach electronically signed addenda, in relation to the reports (printouts) of paragraph 2.4.2.4 (i.e. the relevant electronic files (in particular technical and financial offer) as defined in paragraphs 2.4.3.2 "Technical Offer" and 2.4.4 "Contents of the "Financial Offer" File / Method of drafting and submitting financial offers" hereof).

2.4.2.5. Specifically, regarding the attached electronic files of the offer, the Economic Operators register them in the above (sub)folders through the Subsystem, as follows:

The documents registered in the electronic bid, and which are not required to be submitted in paper form, are accepted on a case-by-case basis, in accordance with the provisions of:

- a) either articles 13, 14 and 28 of Law 4727/2020 (Government Gazette $\ddot{y}$ 184) on electronic public documents bearing an electronic signature or seal and, if they are foreign public electronic documents, if they bear an e-Apostille notation
- b) either articles 15 and 27 of Law 4727/2020 (Government Gazette 184) on electronic private documents bearing an electronic signature or seal
- c) either article 11 of law 2690/1999 (A' 45),
- d) either paragraph 2 of article 37 of law 4412/2016, on the use of electronic signatures in electronic public procurement procedures,
- e) either paragraph 8 of article 92 of law 4412/2016, regarding the co-submission of a solemn declaration in the case of a simple photocopy of private documents.

Furthermore, Government Gazettes and information and technical brochures and other publications, corporate or otherwise, with specific technical content, i.e. publications with purely technical characteristics, such as numbers, conversions to international units, mathematical formulas and drawings, are not submitted in printed form.

In particular, the data and supporting documents for the participation of the Economic Operator in the procedure are registered by it in the form of electronic files in PDF format.

By the date and time of opening of the tenders, the economic operator is responsible for submitting to the contracting authority, in printed form and in a sealed envelope, on which the sender is indicated and the Tender Committee of this tender as the recipient, the details of its electronic tender, which are required to be submitted in original form. Such details and supporting documents are indicatively:

- a) the original participation guarantee letter, except in cases where it is issued electronically, otherwise the offer is rejected as unacceptable,
- b) those that do not fall under the provisions of article 11, paragraph 2 of law 2690/1999 (indicatively notarial affidavits or other notarial documents),
- c) private documents which have not been authenticated by a lawyer or do not bear a visa from services and bodies referred to in case a of paragraph 2 of article 11 of law 2690/1999 or are not accompanied by a solemn declaration of their accuracy, as well as
- d) foreign public printed documents bearing the Hague Apostille or consular visa and which have not been authenticated by a lawyer.

In the event of failure to submit one or more of the above information and supporting documents submitted in paper form, except for the original participation guarantee, the contracting authority may request their completion and submission, in accordance with article 102 of Law 4412/2016.

The Hague Convention of 5.10.1961, ratified by Law 1497/1984 (A'188), applies to foreign public documents and supporting documents, provided they are drawn up in states that have acceded to the aforementioned Convention, otherwise they bear a consular visa. Foreign public documents are exempt from the requirement of legalization (with an Apostille or Consular Visa) when they are covered by bilateral or multilateral agreements concluded by Greece (indicatively "Convention on Legal Cooperation between Greece and Cyprus - 05.03.1984" (ratifying law 1548/1985, "Convention on Exemption from Legalization of Certain Acts and Documents - 15.09.1977" (ratifying law 4231/2014)). Public documents issued by the authorities of a Member State that fall under EU Regulation 2016/1191 simplifying the requirements for the submission of certain public documents in the EU, such as, for example, the clean criminal record, provided that the relevant

This means that public documents are issued to a citizen of the Union by the authorities of the Member State of his nationality.

It is noted that clear photocopies of documents issued by foreign authorities and certified by a lawyer are mandatorily accepted, in accordance with the provisions of par. 2, paragraph b, of article 11 of law 2690/1999 "Code of Administrative Procedure", as replaced above by article 1, paragraph 2, of law 4250/2014.

The original participation guarantees, with the exception of guarantees issued electronically, are submitted under the responsibility of the economic operator, in a closed envelope, indicating the sender, the details of this tender and the Tender Committee as the recipient, no later than the date and time of unsealing of the tenders specified in par. 3.1 hereof, otherwise the tender is rejected as unacceptable following an opinion from the Tender Committee.

The submission of the participation guarantees is carried out either by depositing the above file in the protocol service of the contracting authority, or by sending it by post, with proof of delivery. The burden of proof of timely submission is borne by the economic operator. The deadline is proven by invoking the protocol number or by presenting the relevant proof of dispatch, as the case may be.

In the event that the participation guarantee file is sent by post, the economic operator, if it does not have a timely entry number for its file in the contracting authority's protocol, posts, no later than the date and time of unsealing of the tenders, through the "Communication" functionality, the relevant proof of submission (proof of deposit in postal-courier services), in order to inform the contracting authority of compliance with its obligation regarding the (early) submission of its participation guarantee in this tender.

Since the data of the economic operator's electronic tender is not required to be submitted in original form as stated above, then a file in paper form is not submitted.

2.4.3 Contents of the "Participation Documents - Technical Offer" Folder

2.4.3.1 Participation Documents The

data and supporting documents for the participation of tenderers in the tender procedure include, under penalty of exclusion, the following items under a and b: a) the **European Single Contract Document (ESCD)**, as provided for in paragraphs 1 and 3 of article 79 of Law 4412/2016 and the accompanying solemn declaration with which the economic operator may clarify the information provided with the ESCD in accordance with paragraph 9 of the same article, b) the participation guarantee, as provided for in article 72 of Law 4412/2016 and paragraphs 2.1.5 and 2.2.2 respectively of this announcement.

The tenderers complete the relevant EIS template, which forms an integral part of this announcement as Annex II thereof.

Its completion can be carried out using the Promitheus ESPDint subsystem, accessible through the Internet Portal (<https://espd.eprocurement.gov.gr/>) of the OPS ESIDIS, or another relevant compatible platform for the management of electronic EES services. For this purpose, Economic Operators may use the corresponding electronic file in XML format which constitutes an auxiliary element of the contract documents.

In any case, economic operators can resort directly to the ESIDIS electronic service (<https://espd.eprocurement.gov.gr/>) to create the EES, to complete under their responsibility all the data relating to the specific contract award procedure and referred to in the notice and to complete the relevant responses.

The EIS completed by the Economic Operator, as well as any accompanying solemn declaration, are submitted in accordance with case d of paragraph 2.4.2.5 hereof, in a digitally signed electronic file in PDF format.

Note: The above (submission of an ESI) also applies to third parties on whose capabilities the participating economic operator relies, subcontractors on whose capabilities the participating economic operator relies, as well as to subcontractors on whose capabilities the participating economic operator does not rely, provided that, in the latter case, the part(s) of the contract, which the contractor intends to subcontract to third parties, cumulatively exceed thirty percent (30%) of the total value of the contract for the part that participates and provided that they are known at that time.

b) the participation guarantee, as provided for in article 72 of Law 4412/2016 and paragraphs 2.1.5 and 2.2.2 respectively of this announcement.

2.4.3.2 Technical offer

2.4.3.2 Technical Offer

The technical offer must cover all the requirements and specifications set by the contracting authority in the chapter "Technical Specifications" of Annex I - Study of this Announcement, describing exactly how the specific requirements and specifications are met. It includes in particular the documents and supporting documents, on the basis of which the suitability of the services offered will be assessed, based on the award criterion, in accordance with the analytically mentioned in the above Annex.

As the technical specifications have not been fully reflected in the special electronic forms of the system, apart from the Technical Offer generated by the system, participants must, under penalty of exclusion, submit the following as attached electronic files in pdf format, electronically signed:

TECHNICAL OFFER DETAILS

The bidder must submit the following supporting documents in its **Technical Offer (under penalty of disqualification)** :

1. The documents proving the legality of the bidder, namely: -
Certificate/certificate of the Insurance Company's operating license from the Private Insurance Supervision Department of the Bank of Greece, based on Law 3867/2010 (Government Gazette 128/A). -Government
Gazette establishing the bidder. -Copy of the current statutes with the Government Gazette or a GEMI decision in which all amendments to it have been published to date or a certified copy of the codified statutes
(if any). -Government Gazette or a GEMI decision in which the minutes of the Board of Directors have been published or a decision of
the partners on representation of the legal entity. 2. Document of representation, if the economic operators participate with their
representative (authorization from the legal representative). 3. Confirmation that the Direct Payment System (SAP - Friendly Settlement)
is covered for all insured vehicles. 4. Solemn declaration of Law 1599/86, which will explicitly state that in the event that the Municipality of Byron puts into circulation any vehicle or means of transport or project machinery, it will be insured by the participant (in the event that the tender is awarded to it) under the same terms
as described in the study. 5. Solemn declaration of Law 1599/86, which will explicitly state that the tenderer fully and unreservedly accepts the terms of the tender announcement and the insurance specifications, as they are mentioned in this study.

In the event of the appointment of an insurance intermediary, the participants in the tender must submit: • A

private agreement, which will include at least the full details of the intermediary, the acceptance of cooperation between them for the execution of this contract for its entire duration.

(It is noted that, in the event of a change of insurance intermediary at any stage of the procedure for concluding this contract, the economic operator must immediately notify the Contracting Authority of the relevant change, in order to determine whether it meets the formal conditions for participation in the tender). • A solemn declaration by the legal representative of the Insurance

Intermediary stating: 1. That he accepts his appointment by the candidate contractor. 2.

That he has

a Professional Liability Insurance Policy in accordance with the

applicable coverages. 3. That it has a certificate from the competent Supervisory Authority, namely the Private

Insurance Supervision Directorate (P.E.I.A.) of the Bank of Greece, stating that it holds the

Operating License provided for by applicable legislation, regarding the services to be assigned.

All responsible statements will be digitally signed.

Economic operators shall indicate the part of the contract they intend to subcontract to third parties, as well as the subcontractors they propose.

2.4.4 Contents of the "Financial Offer" File / Method of preparation and submission financial offers

The Financial Offer is prepared based on the award criterion stated herein, namely the lowest price.

The price of the service provided is given in euros per unit.

In the special electronic forms of the system, the bidder fills in the total amount of his financial offer, as resulting from the sum of the individual prices of the total quantities of the works. For the detailed recording of the prices offered per unit per type of work, the bidder fills in the financial offer form found in Annex I of this Announcement, as well as in the attachments of the Competition in ESIDIS in editable format.

That is, the bidder will attach to the (sub)folder "Financial offer" two pdf files, digitally signed:

- the electronic financial offer of the ESIDIS system, which will indicate the total amount of the offer for all the work, in pdf format, digitally signed

and

- the financial offer form according to the model in Annex I of this announcement, which contains in detail all types of work and which will indicate a unit price for each type of work, in pdf format, digitally signed.

The price offered for the total work of the two pdfs must be identical.

In the event of failure to record detailed prices in the ESIDIS system, the financial offer form, which records the offer prices in detail, prevails.

The price includes third-party deductions, as well as any other charges, in accordance with applicable legislation, excluding VAT, for the provision of services at the place and in the manner provided for in the contract documents.

Also included are all expenses that may be required for the proper and timely execution of the services, including any insurance, remuneration, travel, accommodation and food expenses of the staff and/or collaborators who will be employed, etc.

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

Tenders will be rejected as unacceptable in which: a) no price is given in EURO or a EURO to foreign currency ratio is specified, b) the price offered is not clearly stated, without prejudice to article 102 of Law 4412/2016 and c) the price exceeds the budget of the contract determined and documented by the contracting authority in the chapter "Indicative Budget" of Annex I of this tender.

2.4.5 Validity period of the tenders The

submitted tenders are valid and bind the economic operators for a period of **12 months** from the date of the tender.

An offer that specifies a validity period shorter than the one provided above will be rejected.

The validity of the tender may be extended in writing, if requested by the contracting authority, before its expiry, with a corresponding extension of the participation guarantee letter in accordance with the provisions of article 72 par. 1 a of law 4412/2016 and paragraph 2.2.2. hereof, for a maximum period of time equal to the initial duration provided for above. In the event of a request by the contracting authority for an extension of the validity of the tender, for the economic operators that accepted the extension, before the expiry of the validity of their tenders, the tenders shall be valid and binding for this additional period of time.

After the expiry of the above maximum time limit for extending the validity of the tender, the results of the award procedure are annulled, unless the contracting authority considers, on a case-by-case basis, with justification, that the continuation of the procedure serves the public interest, in which case the economic operators participating in the procedure may choose either to extend their tender and participation guarantee, if requested before the expiry of the above maximum time limit for extending their tender, or not. In the latter case, the procedure continues with those who extended their tenders and the other economic operators are excluded.

In the event that the validity period of the tenders expires and no extension of the tender is requested, the contracting authority may, by its reasoned decision, provided that the performance of the contract serves the public interest, request ex post from the economic operators participating in the procedure to extend their tender.

2.4.6 Reasons for rejection of offers

The contracting authority, based on the results of the control and evaluation of the tenders, rejects a tender:

a) which, without prejudice to article 102 of Law 4412/2016 on completion, deviates from inviolable terms regarding the preparation and submission of the offer, or is not submitted within the deadline in the manner and with the content specified herein and specifically in paragraphs 2.4.1 (General terms for submitting offers), 2.4.2. (Time and method of submitting offers), 2.4.3. (Content of participation documents, technical offer, especially with regard to the terms, which have been explicitly specified, under penalty of exclusion, in this Announcement), 2.4.4. (Content of financial offer, method of preparing and submitting financial offers, especially with regard to the terms, which have been explicitly specified, under penalty of exclusion, in this Announcement), 2.4.5. (Validity period of tenders), 3.1. (Unsealing and evaluation of tenders), 3.2 (Invitation to submit supporting documents of the provisional contractor) of this

(b) which contains incomplete, incomplete, unclear or incorrect information or documentation, including information contained in the EASO, where this is not admissible

completion, correction, clarification or clarification or, if they are eligible, have not been remedied by the tenderer, within the predetermined deadline, in accordance with article 102 of law 4412/2016 and par. 3.1.2.1 of this announcement,

c) for which the tenderer does not provide the required explanations within the predetermined deadline or the explanation is not acceptable to the contracting authority in accordance with par. 3.1.2.1 of this present and articles 102 and 103 of Law 4412/2016,

d) which is an alternative offer,

e) which is submitted by a tenderer who has submitted two or more tenders,

f) which is conditional,

g) which sets a condition for readjustment,

h) for which the tenderer does not provide, within an exclusive period of twenty (20) days from the notification to him of the relevant invitation by the contracting authority, explanations regarding the price or cost proposed to it, in the event that his tender appears unusually low in relation to the services, in accordance with paragraph 1 of article 88 of Law 4412/2016,

i) if it is found to be unusually low because it does not comply with the applicable obligations of paragraph 2 of article 18 of law 4412/2016,

j) which presents deviations from the terms and technical specifications of the contract that have been explicitly defined, under penalty of exclusion, in this Announcement,

k) which presents deficiencies in the supporting documents requested by the documents of this tender, if these are not remedied by the tenderer by submitting or completing them, within the predetermined deadline, in accordance with articles 102 and 103 of Law 4412/2016,

l) if the supporting documents of article 103 of law 4412/2016, submitted by the temporary contractor, do not prove the non-existence of the grounds for exclusion of paragraph 2.2.3 hereof or the fulfillment of one or more of the requirements of the qualitative selection criteria, in accordance with paragraphs 2.2.4.

. 2.2.5 and 2.2.6 on selection criteria,

m) if during the verification of the above supporting documents of article 103 of law 4412/2016, it is established that the information declared, in accordance with article 79 of law 4412/2016, is intentionally false, or that false evidence has been submitted.

3. PROCEDURE - EVALUATION OF OFFERS

3.1 Opening and evaluation of bids

3.1.1 Electronic unsealing of tenders The competent body of the Contracting Authority, certified in ESIDIS for the unsealing of tenders, namely the conducting and evaluation committee, hereinafter referred to as the Tender Committee, proceeds to initiate the procedure for the electronic unsealing of tender envelopes, in accordance with article 100 of Law 4412/2016, following the following stages:

Electronic Unsealing of the (sub)envelope "Participation Documents-Technical Offer" and the (sub)envelope "Financial Offer", on **02/05/2025** , Friday at **10:00 a.m.**

At this stage, the details of the bids that are unsealed are accessible only to the members of the Tender Committee and the Contracting Authority.

3.1.2 Evaluation of tenders 3.1.2.1 After

the electronic unsealing of the tenders, as appropriate, the Contracting Authority proceeds to evaluate them, through its competent bodies certified by ESIDIS, in accordance with the remaining provisions of the text.

The contracting authority, in accordance with the principles of equal treatment and transparency, shall request tendering economic operators, where the information or documentation to be submitted is or appears to be incomplete or incorrect, including that in the EOI, or where specific documents are missing, to submit, supplement, clarify or complete the relevant information or documentation, within a period of no less than ten (10) days and no more than twenty (20) days from the date of notification to them of the relevant invitation. The supplement or clarification shall be requested and accepted provided that the economic operator's tender is not modified and that it concerns elements or data, the prior nature of which is objectively verifiable in relation to the end of the deadline for receipt of tenders. The above applies mutatis mutandis to any missing statements, provided that they confirm objectively verifiable facts.

It is noted that clarifications/completions, pursuant to the present paragraph, in accordance with the provisions of article 102 of Law 4412/2016, are requested from the competent Tender Evaluation Committee (Tender Conducting Committee), through the "Contact" functionality:

ÿ either by the Commission, through the certified user of this electronic procedure (tender operator), without the preparation of a separate document

ÿ either, by sending a separate document from the Commission, through the certified user of this electronic procedure (tender operator), without, in this case, requiring further approval from the deciding body.

It is noted that, during the duration of the tender evaluation process and until the relevant minutes of the Commission are sent to the tender operator, for the issuance of the relevant decisions, clarifications are requested by the Commission and are not subject to prior approval by the decision-making body.

In any case, after the completion of the evaluation process by the Commission and the transmission of the relevant minutes to the decision-making body, the latter may, at its discretion, request clarifications from the tenderers regarding elements of the tenders for which they were not requested, or even for elements for which the Commission has already issued an opinion.

The deciding body reserves the right to refer to the Committee for examination and further clarification any issue that, in its judgment, requires clarification/complementation.

The above also applies to requests for clarifications-supplements, in cases of unusually low bids, as well as at the stage of submitting the supporting documents for the award of the temporary contractor.

In particular:

a) The Tender Committee shall initially examine the submission of the participation guarantee, in accordance with paragraph 1 of article 72. In the event of failure to submit either the electronic version of the participation guarantee by the deadline for submission of tenders, or the original of the paper participation guarantee by the date and time of unsealing, the Tender Committee shall draw up a report in which it recommends the rejection of the tender as unacceptable. The contracting authority shall then issue a decision, by which the above report shall be validated. The decision to reject the tender referred to in this paragraph shall be issued before the issuance of any other decision regarding the evaluation of the tenders of the relevant contract award procedure and shall be notified to all tenderers, through the "Communication" functionality of the electronic tender in ESIDIS.

A preliminary appeal may be lodged against this decision, in accordance with the provisions of paragraph 3.4 hereof. The

contracting authority shall simultaneously communicate with the bodies that are alleged to have issued the letters of guarantee, in order to establish their validity.

b) After the issuance of the above decision, the Tender Committee shall initially proceed to the verification of the participation documents and subsequently to the evaluation of the technical offers of the tenderers whose participation documents it has deemed complete. The evaluation shall be carried out in accordance with the terms of this Agreement and the evaluation procedure shall be completed by recording in a record the tenderers, the results of the verification and the evaluation of the participation documents and the technical offers.

c) The Tender Committee then proceeds to evaluate the financial offers of the tenderers whose supporting documents for participation and technical offer were deemed acceptable, draws up a report in which the financial offers are recorded in order of lowest bid and recommends, with justification, their acceptance or rejection, the ranking of the offers and the selection of the provisional contractor.

If the tenders appear to be abnormally low in relation to the subject matter of the contract, the contracting authority shall require economic operators, through the "Communication" functionality of the electronic tender in ESIDIS, to explain the price or cost they propose in their tender, within an exclusive time limit, a maximum of twenty (20) days from the notification of the relevant invitation. In this case, articles 88 and 89 of Law 4412/2016 shall apply. If the information provided does not satisfactorily explain the low level of the price or cost proposed, the tender shall be rejected as irregular. In any case, the judgment of the A.A. regarding the abnormally low tenders and the acceptance or not of the relevant explanations by the tenderers shall be incorporated in the single decision below.

In the case of equal offers, the contracting authority selects the contractor by drawing lots among the economic operators that submitted equal offers. The drawing shall be carried out before the Tender Committee and in the presence of the economic operators that submitted the equal offers. The results of the drawing shall also be incorporated into the single decision as set out below.

Subsequently, if the decision-making body of the contracting authority approves the above minutes, a decision is issued on the results of all the above stages ("Participation Documents", "Technical Offer" and "Financial Offer") and the contracting authority invites in writing, through the "Communication" functionality of the electronic tender in ESIDIS, the first in

The ranking of the bidder to whom the award is to be made ("provisional contractor") shall submit the award supporting documents, in accordance with what is set out in article 103 and paragraph 3.2 of this invitation to submit supporting documents. **The decision to approve the minutes is not communicated to the bidders, is not posted on KIMDIS and "DIAVGEIA" and is incorporated into the award decision.**

3.2 Invitation to submit supporting documents for temporary contractor - Temporary contractor documentation

After the evaluation of the tenders, the contracting authority sends a relevant electronic invitation to the tenderer, to whom the award is to be made ("provisional contractor"), through the "Communication" functionality of the electronic tender in ESIDIS, and invites him to submit, within ten (10) days from the notification of the relevant written notice to him, the supporting documents and the originals or copies of all the supporting documents described in paragraph 2.2.6.2. of this Announcement, as evidence of the non-existence of the grounds for exclusion in paragraph 2.2.3 of the Announcement, as well as for the fulfillment of the qualitative selection criteria in paragraph 2.2.4 thereof.

In particular, all the information and supporting documents of the above paragraph are sent by him in the form of electronic files in PDF format, in accordance with what is specifically specified in paragraph 2.4.2.5 hereof.

Within the deadline for submitting the award documents and no later than the third working day from the deadline for electronic submission of the award documents, the economic operator shall submit to the contracting authority, under the responsibility of the economic operator, in printed form and in a closed envelope, indicating the sender, the details of the Competition and the recipient, the Competition Committee, the information and supporting documents that are required to be submitted in printed form (as originals or exact copies), in accordance with the provisions of the above paragraph 2.4.2.5.

Since the electronically submitted evidence of the economic operator is not required to be submitted in paper form (as originals or exact copies) according to the above, then a file in paper form is not required to be submitted.

If the above supporting documents are not submitted or there are deficiencies in those submitted, the contracting authority calls on the temporary contractor to submit the missing supporting documents or to complete those already submitted or to provide clarifications, within the meaning of article 102 of Law 4412/2016, within ten (10) days from the notification of the relevant invitation to him.

The temporary contractor may submit a request, through the "Communication" functionality of the electronic tender in ESIDIS, to the contracting authority, for an extension of the above deadline, accompanied by supporting documents regarding the application for the granting of temporary contractor's supporting documents. In this case, the contracting authority shall extend the deadline for their submission, for as long as it takes for them to be granted by the competent public authorities. The temporary contractor may take advantage of this possibility both within the initial deadline for the submission of supporting documents and within the deadline for the submission of missing or the completion of already submitted supporting documents, within the meaning of article 102 of law 4412/2016, as provided above. This regulation applies accordingly and when the contracting authority requests the presentation of supporting documents during the evaluation process of tenders or requests to participate and before the award stage, in application of the provision of the first paragraph of paragraph 5 of article 79 of Law 4412/2016, in compliance with the principles of equal treatment and transparency.

The offer of the provisional contractor is rejected, its participation guarantee is forfeited in favor of the contracting authority and the award is made to the tenderer who submitted the next most economically advantageous offer, in compliance with the above procedure, if:

- i) during the verification of the above supporting documents, it is established that the information declared with the European Single Contract Document (ESCD) is intentionally misleading, or false evidence has been submitted, or
- ii) the required originals or copies of the above supporting documents are not submitted within the specified time period, or
- iii) the supporting documents submitted legally and within the deadline do not prove the non-existence of the grounds for exclusion according to paragraph 2.2.3 (grounds for exclusion) or the fulfillment of one or more of the requirements of the qualitative selection criteria according to paragraph 2.2.4 (qualitative selection criteria) hereof,

In the event of timely and appropriate notification to the contracting authority of changes in the conditions, which the temporary contractor had declared in the European Single Contract Document (ESCD) that it meets, which changes occurred or of which changes it became aware after the declaration and up to the day of the conclusion of the contract (late changes), its participation guarantee shall not be forfeited in favor of the Contracting Authority.

If none of the tenderers submits a true or accurate declaration **or** fails to provide one or more of the required documents and supporting documents **or** fails to prove that: a) they are not in one of the situations in paragraph 2.2.3 of this announcement and b) they meet the relevant qualitative selection criteria which have been determined in accordance with paragraph 2.2.4 of this announcement, the procedure is cancelled.

The procedure for checking the above supporting documents is completed with the drafting of a report by the Tender Committee, which states any additional supporting documents in accordance with what is defined above (paragraph 3.1.2.1.) and its transmission to the decision-making body of the contracting authority for a decision to be taken either to award the contract or to cancel the procedure.

3.3 Award - conclusion of contract

3.3.1. The results of the verification of the above supporting documents and the Committee's recommendation are validated by the award decision, which incorporates the decision approving the minutes of paragraphs a & b of paragraph 2 of article 100 of Law 4412/2016 (on the evaluation of the supporting documents for participation, the technical and financial offer).

The contracting authority notifies, through the "Communication" functionality of the tender in ESIDIS, all economic operators that took part in the award procedure, except those definitively excluded pursuant to paragraph 1 of article 72 of law 4412/2016, **of the award decision, which must mention the deadlines for the suspension of the conclusion of the contract, in accordance with articles 360 to 372 of law 4412/2016**, together with a copy of all the minutes of the tender control and evaluation procedure, and, in addition, posts the supporting documents of the provisional contractor in the "Electronic Tender Attachments". After the issuance and notification of the award decision, the tenderers become aware of the other participants in the procedure and the information submitted by them, by actions of the contracting authority. A preliminary appeal may be filed against the award decision before the E.A.D.I.S.Y., in accordance with paragraph 3.4 of this article. No other administrative appeal may be filed against the above decision.

3.3.2. The award decision becomes final if the following conditions are met cumulatively:

- a)** the award decision is notified to all economic operators that have not been definitively excluded, **b)** the deadline for filing a preliminary appeal has passed without action or, in the event of a request for suspension and annulment against the decision of EADISY, the deadline for filing a request for suspension and annulment has passed without action and in

in the event of an application for suspension and annulment against the decision of E.A.D.I.S.Y., a decision is issued on the application, subject to the granting of a temporary order, in accordance with the provisions of the last paragraph of par. 4 of article 372 of law 4412/2016, c) the pre-contractual audit by the Court of Auditors is successfully completed, in accordance with articles 324 to 327 of law 4700/2020, if required, and d) the temporary contractor submits, following a relevant invitation, a solemn declaration, signed in accordance with the provisions of article 79A of law 4412/2016, in which it is stated that no subsequent changes have occurred to his person within the meaning of article 104 of law. 4412/2016 and only in the case of pre-contractual control or the exercise of a preliminary appeal against the award decision. The solemn declaration is checked by the contracting authority and is mentioned in the agreement. If subsequent changes are declared, the declaration is checked by the Tender Committee, which makes a recommendation to the competent decision-making body.

After the award decision is finalized, the contracting authority invites the contractor, through the "Communication" functionality of the electronic tender in ESIDIS, to come to sign the agreement, setting a deadline of fifteen (15) days from the notification of the relevant special invitation. The contract is considered concluded upon notification of the invitation of the previous paragraph to the contractor.

In the event that the contractor does not appear to sign the above agreement within the stipulated deadline, subject to objective reasons of force majeure, he is declared ineligible, his participation guarantee letter is forfeited in favor of the contracting authority and the same procedure, as above, is followed for the bidder who submitted the next most economically advantageous bid. If none of the bidders appear to sign the agreement, the award procedure is cancelled in accordance with paragraph 3.5 of this announcement. In this case, the contracting authority may seek compensation, in addition to the forfeited guarantee letter, in particular pursuant to articles 197 and 198 of the Civil Code.

If the contracting authority does not issue the specific invitation for the signing of the agreement within a period of sixty (60) days from the finalization of the award decision, without prejudice to the existence of an imperative reason of public interest or objective reasons of force majeure, the contractor is entitled to refrain from signing the agreement, without forfeiting its participation guarantee, as well as to seek compensation in particular pursuant to articles 197 and 198 of the Civil Code.

3.4 Preliminary Appeals - Temporary and Final Judicial Protection

A. Any interested party who has or had an interest in being awarded the specific public contract and has suffered or may suffer damage from an enforceable act or omission of the contracting authority in violation of EU or domestic legislation in the field of public procurement, has the right to appeal to the Single Authority for Public Procurement (EADISY), in accordance with the specific provisions of articles 346 et seq. of Law 4412/2016 and 1 et seq. of Presidential Decree 39/2017, by filing a preliminary appeal against an act or omission of the contracting authority, specifically specifying the legal and factual objections that justify his request.

In the event of an appeal against an act of the contracting authority, the deadline for filing a preliminary appeal is:

- (a) ten (10) days from the notification of the contested act to the interested economic operator if the act was notified by electronic means or
- (b) fifteen (15) days from the notification of the contested act to him if other means of communication were used, otherwise
- (c) ten (10) days from full, actual or presumed, knowledge of the act that harms the interests of the economic operator concerned. Specifically for the filing of an appeal against a notice,

Full knowledge of this is presumed after fifteen (15) days from publication in KIMDIS.

In the event of an omission attributed to the contracting authority, the deadline for filing a preliminary appeal is fifteen (15) days from the day following the date of the contested omission.

The deadlines for submitting preliminary appeals and interventions begin on the day following the day of the aforementioned notification or knowledge, as the case may be, and expire when the last full day and time 23:59:59 have passed and, if this is an exception or a Saturday, when the next full working day and time 23:59:59 have passed.

The preliminary appeal must be drawn up using the standard form of Annex I of Presidential Decree 39/2017 and submitted electronically through the "Communication" functionality in the electronic area of the specific tender, selecting the indication "Preliminary Appeal" in accordance with article 18 of the Joint Ministerial Decree Supplies and Services.

For the admissibility of the preliminary appeal, a fee is deposited by the appellant in favor of the Greek State, in accordance with the provisions of article 363 of law 4412/2016. The fee is returned to the appellant: a) in case of total or partial acceptance of his appeal, b) when the contracting authority revokes the contested act or takes the due action before the issuance of the decision of the E.A.D.I.S.Y. on the appeal, c) in case the appellant withdraws his appeal up to ten (10) days from the filing of the appeal.

The deadline for the exercise of the preliminary appeal and its exercise prevent the conclusion of the contract under penalty of nullity, which is established by a decision of E.A.D.I.S.Y. after the exercise of a preliminary appeal, in accordance with articles 368 of law 4412/2016 and 20 of presidential decree 39/2017. However, the exercise of the preliminary appeal alone does not prevent the progress of the tender procedure, subject to the granting of interim protection measures by the Panel, in accordance with articles 366 par. 1-2 of law 4412/2016 and 15 par. 1-4 of presidential decree 39/2017.

The previous paragraph does not apply in the event that, during the procedure for concluding this contract, only one (1) bid is submitted.

After the electronic filing of the preliminary appeal, as described above, the contracting authority, through the "Communication" function:

a) Notifies the appeal no later than the next working day from its submission to any interested third party who may be affected by the acceptance of the appeal, in order to exercise his right to intervene in the procedure for examining the appeal, provided for in articles 362 par. 3 of Law 4412/16 and article 7 of Presidential Decree 39/2017, in order to maintain the validity of the contested act, by submitting all the relevant documents at his disposal.

b) It transmits to E.A.D.I.S.Y., no later than fifteen (15) days from the date of filing, the complete case file, the evidence of notification to interested third parties, as well as its Opinion Report on the appeal. In the Opinion Report, the contracting authority may provide initial or additional justification in support of the act contested in the preliminary appeal.

c) Notifies all parties of the Opinion Report, the Interventions and any relevant documents that may accompany it, through the electronic website of the competition no later than the next working day from their submission.

d) Supplementary memoranda are submitted by any of the parties through the ESIDIS platform, no later than five (5) days from the notification of the contracting authority's views.

The exercise of the preliminary appeal is a prerequisite for the exercise of the legal remedies of the application for suspension and annulment of article 372 of Law 4412/2016 against the enforceable acts or omissions of the contracting authority.

B. Anyone with a legitimate interest may request, by the same document, the provisions of Presidential Decree 18/1989 being applied accordingly, the suspension of the execution of the decision of EADISY and its annulment before the competent Administrative Court of Appeal of the seat of the contracting authority. The same applies in the event of an implicit rejection of the preliminary appeal by EADISY. The contracting authority also has the right to exercise the above legal remedy, if EADISY accepts the preliminary appeal, but also the person whose preliminary appeal has been partially accepted.

By the decision of EADISY, all acts or omissions of the contracting authority related to the above decision are considered as contributory, provided that they have been issued or carried out respectively until the discussion of the above application in Court.

The application for suspension and annulment includes only objections that were raised in the preliminary appeal or concern the procedure before E.A.D.I.S.Y. or the content of its decisions. The contracting authority, if it exercises the application of par. 1 of article 372 of law 4412/2016, may also raise subsequent allegations regarding the imperative reasons of public interest, which make the immediate award of the contract necessary.

The above application is filed with the competent court within ten (10) days from the notification or full knowledge of the decision or from the expiration of the deadline for issuing the decision on the preliminary appeal, while the hearing for the adjudication of the application must not be more than sixty (60) days from the filing of the application.

A copy of the application with a summons is notified by the applicant to E.A.D.I.S.Y., the contracting authority, if it has not filed such an application, and to any third party interested, whose summons is ordered by an act of the President or the acting president of the competent Court or Department by the day following the filing of the application. The applicant is obliged, under penalty of inadmissibility of the legal remedy, to proceed with the above notifications within an exclusive period of two (2) days from the issuance and receipt of the above act of the Court. Within an exclusive period of ten (10) days from the above notification of the application, the intervention is filed and the file and the views of the passively legitimated are transmitted. Within the same period, the evidence supporting the claims of the parties is also filed with the Court.

Additionally, the intervention shall be notified by the intervener to the other parties to the proceedings within two (2) days of its filing, otherwise it shall be considered inadmissible. The operative part of the court decision shall be issued within fifteen (15) days of the hearing of the application or of the deadline for the submission of pleadings.

The deadline for filing and the filing of the application before the competent court shall prevent the conclusion of the contract until the issuance of the final court decision, unless the competent judge decides otherwise by interim order. Also, the deadline for filing and the filing of the application shall prevent the progress of the award procedure for a period of fifteen (15) days from the filing of the application, unless the competent judge decides otherwise by interim order. A fee shall be paid for the filing of the application, in accordance with the specific provisions of article 372 par. 5 of law 4412/2016.

If the interested party did not request or unsuccessfully requested the suspension and the contract was signed and its execution was completed before the discussion of the request, paragraph 2 of article 32 of Presidential Decree 18/1989 applies accordingly.

If the Court annuls an act or omission of the contracting authority after the conclusion of the contract, the validity of the latter shall not be affected, unless the procedure for concluding the contract was suspended before its conclusion. In the event that the contract is not invalid, the interested party is entitled to claim compensation, in accordance with the provisions of article 373 of Law 4412/2016.

Without prejudice to the provisions of Law 4412/2016, the provisions of Presidential Decree 18/1989 shall apply to the adjudication of disputes under this article.

3.5 Cancellation of Procedure

The contracting authority cancels or may cancel in whole or in part, with justification, the award procedure, for the reasons and under the conditions of article 106 of law 4412/2016, following the opinion of the competent Tender Committee. Also, if errors or omissions are found at any stage of the award procedure, it may, following the opinion of the aforementioned Committee, partially cancel the procedure or reform its result accordingly or decide to repeat it from the point where the error or omission occurred.

In particular, the contracting authority cancels the procurement procedure when it becomes fruitless either due to the failure to submit a bid or due to the rejection of all bids, as well as in the case of the second paragraph of paragraph 7 of article 105 of law 4412/16, on the award and conclusion of a contract.

It can also abort the process:

- a) due to irregular conduct of the award procedure, unless it can remedy the error or omission in accordance with paragraph 3 of article 106 of law 4412/16,
- b) if the economic and technical parameters related to the award procedure have changed substantially and the execution of the contractual subject matter is no longer of interest to the contracting authority or the entity for which the subject matter under award is intended,
- c) if due to force majeure, the normal execution of the contract is not possible,
- d) if the selected tender is deemed to be economically unprofitable,
- e) in the case of paragraphs 3 and 4 of article 97 of law 4412/16, regarding the validity period of offers,
- f) for other imperative reasons of public interest, such as, in particular, public health or environmental protection.

4. TERMS OF PERFORMANCE OF THE CONTRACT

4.1 Performance guarantees

4.1.1 Performance guarantee

For the signing of the contract, the provision of a performance guarantee is required, in accordance with article 72, paragraph 4 of law 4412/2016, the amount of which amounts to 4% of the estimated value of the contract, namely **€3,160.00 (three thousand one hundred and sixty euros)**, which is deposited up to and including the signing of the agreement.

The performance guarantee, in order to be accepted, must include at least the elements referred to in paragraph 2.1.5. of this Agreement and in addition the number and title of the relevant contract. Its content is in accordance with the provisions of article 72 of Law 4412/2016.

The contract performance guarantee covers comprehensively and without discrimination the implementation of all the terms of the contract and any claim of the contracting authority against the contractor.

In the event of a modification of the contract according to paragraph 4.5, which entails an increase in the contractual value, the contractor must deposit, until the signing of the modified contract, an additional performance guarantee, the amount of which amounts to 4% of the amount of the increase in the value of the contract.

The performance guarantee is forfeited in favor of the contracting authority in the event of a breach by the contractor of the terms of the contract, as specifically defined therein.

The validity period of the performance guarantee must be longer than the contractual loading or delivery time, for a period of two (2) months.

The performance guarantee is returned in full after the quantitative and qualitative receipt of the entire subject matter of the contract.

In the event that the final and quantitative acceptance protocol contains comments or there is late delivery, the performance guarantee will be returned after the comments and the late delivery have been addressed, in accordance with the provisions.

4.2 Contractual Framework - Applicable Law

During the execution of the contract, the provisions of Law 4412/2016, the terms of this Declaration and, additionally, the Civil Code shall apply.

4.3 Terms of execution of the contract

4.3.1. During the performance of the contract, the contractor shall comply with the obligations in the fields of environmental, social security and labour law, established by Union law, national law, collective agreements or international provisions of environmental, social security and labour law, which are listed in [Annex X of Appendix A](#).

Compliance with these obligations by the contractor and its subcontractors is monitored and certified by the bodies supervising the execution of the contract and the competent public authorities and services acting within the limits of their responsibility and competence.

4.3.2 The contractor undertakes that:

- a) in all stages preceding the contract, it did not act unfairly, illegally or abusively and that it will continue not to act in this way during the performance stage of the contract,
- b) that he will declare without delay to the contracting authority, from the moment he becomes aware of any situation (even potential) of conflict of interest (personal, family, financial, political or other common interests, including conflicting professional interests) between his legal or authorized representatives as well as employees or

collaborators whom it employs in the execution of the contract (e.g. under a subcontracting contract) and members of the contracting authority's staff who are involved in any way in the process of executing the contract and/or who can influence the outcome and decisions of the contracting authority regarding its execution, whenever and if this situation arises during the execution of the contract.

The obligations and prohibitions of this clause, in the event that the contractor is an association, apply to all members of the association, as well as to the subcontractors it uses. The agreement includes a relevant binding declaration by both the contractor and its subcontractors.

4.4 Subcontracting

4.4.1. The Contractor is not exempted from its contractual obligations and responsibilities due to the assignment of the execution of part/parts of the contract to subcontractors. Compliance with the obligations of par. 2 of article 18 of law 4412/2016 by subcontractors does not relieve the main contractor of his responsibility.

4.4.2. When signing the contract, the main contractor is obliged to inform the contracting authority of the name, contact details and legal representatives of its subcontractors, who participate in its execution, provided that they are known at that time. Furthermore, it is obliged to notify the contracting authority of any change in this information during the contract, as well as the required information regarding any new subcontractor, which the main contractor subsequently uses in the said contract, by providing the relevant agreements/declarations of cooperation. In the event of termination of the contractor's cooperation with a subcontractor/subcontractors of the contract, it is obliged to immediately notify the contracting authority of this termination, and it must ensure the smooth execution of the part/parts of the contract either by itself or by a new subcontractor, whom it will notify to the contracting authority during the above procedure.

4.4.3. The contracting authority shall verify the existence of the grounds for exclusion for subcontractors, as described in paragraph 2.2.3. and with the means of evidence of paragraph 2.26.2 hereof, provided that the part(s) of the contract, which the contractor intends to subcontract to third parties, cumulatively exceed thirty percent (30%) of the total value of the contract. Furthermore, in order not to breach the obligations of paragraph 2 of article 18 of law 4412/2016, it may verify the above grounds for part(s) of the contract that fall short of the above percentage.

When the above verification shows that there are grounds for exclusion, it requires or may require its replacement, as specifically referred to in paragraphs 5 and 6 of article 131 of Law 4412/2016.

4.5 Modification of a contract during its term

The contract may be amended during its term, without requiring a new contract conclusion procedure, only in accordance with the terms and conditions of article 132 of law 4412/2016 and following an opinion from the Committee referred to in paragraph 2 of paragraph 11 of article 221 of law 4412/2016.

After the termination of the contract due to the contractor's disqualification, in accordance with article 203 of law 4412/2016 and paragraph 5.2. hereof, as well as in the event of termination for all reasons of paragraph 4.6, except that of paragraph (a), the contracting authority may invite the next economic operator in order of ranking participating in the present procedure for the award of the specific contract and propose to it to undertake the unexecuted object of the contract, under the same terms and conditions and at a price that will not exceed the offer that it had submitted (substitution clause). The contract is concluded if, within the prescribed deadline, the contracting authority receives written and unconditional acceptance of the proposal. The failure to act on the deadline shall be considered as a rejection of the proposal.

If he does not accept the contract award proposal, the contracting authority invites the next candidate in order of ranking, otherwise following the same procedure.

4.6 Right to unilaterally terminate the contract

4.6.1. The contracting authority may, under the conditions set out in the applicable provisions, terminate the contract during its execution, provided that:

a) the contract has undergone a substantial modification, within the meaning of paragraph 4 of article 132 of law 4412/2016, which would require a new contract conclusion procedure

b) the contractor, at the time of the award of the contract, was in one of the situations referred to in paragraph 2.2.3.1 and, therefore, should have been excluded from the contract award procedure,

c) the contract should not have been awarded to the contractor due to a serious breach of its obligations under the Treaties and Directive 2014/24/EU, which has been recognised by a judgment of the Court of Justice of the Union in a procedure under Article 258 TFEU.

d) the contractor is irrevocably convicted, during the execution of the contract, for one of the offenses referred to in par. 2.2.3.1 hereof,

e) the contractor becomes bankrupt or is subject to special liquidation proceedings or is placed under compulsory administration by a liquidator or by the court or is subject to bankruptcy composition proceedings or suspends its business activities or is subject to a reorganization procedure and does not comply with the terms thereof or if it finds itself in any analogous situation, resulting from a similar procedure, provided for in national legal provisions.

The contracting authority may not terminate the contract, provided that the contractor who finds himself in one of the situations referred to in this case proves that he is able to perform the contract, taking into account the provisions in force and the measures for the continuation of his business operation.

f) the contractor has proven to have violated its obligations arising from the integrity commitment of par. 4.3.3. hereof.

5. SPECIAL CONDITIONS FOR THE PERFORMANCE OF THE CONTRACT

5.1 Payment method 5.1.1.

Payment will be made IMMEDIATELY at 100% of the value of the contractual item in the name of the contractor, after the relevant documents have been issued by the contractor and sent to the Municipality (vehicle insurance certificates).

The payment of insurance policies will be made in accordance with the provisions of Law 4261/2014 (Government Gazette 107/ýý /05-05-2014) and specifically of art. 169 par. 1, "The insurance coverage: Begins only with the payment of the entire premium due to the insurer, before which the delivery of the insurance policy to the insured or the policyholder is prohibited.....".

Therefore, the Municipality undertakes the obligation to pay the due insurance premiums no later than 31/07/2025, the date of commencement of the insurance of its vehicles, while the delivery of the insurance policies by the contractor will take place immediately after the previous payment of the premiums.

The contractor is obliged to issue and submit an electronic invoice pursuant to Law 4601/19.

The invoice will be issued in compliance with the national e-invoice format for public procurement, as defined in Joint Ministerial Decision 63446/02.06.2021.

Based on paragraph 7 of article 5 of Joint Ministerial Decree No. 98979 EX2021/10-8-2021, original supporting document EXCLUSIVELY and only for the control and payment of expenses of Public Sector entities means the invoice in electronic format based on the European or National format.

The electronic invoice will necessarily include: 1. the code number of the MAAHT (Register of Contracting Authorities for Electronic Invoicing), 2. the ADA of the undertaking, 3. the ADAM of the agreement, 4. the CPV code. The above information will be included in the agreement.

5.1.2. The Contractor shall be liable for third-party deductions, as well as any other charges, in accordance with applicable legislation, not including VAT, for the provision of services at the place and in the manner provided for in the contract documents. In particular, it shall be liable for the following deductions:

- a) A 0.1% withholding tax calculated on the value of each payment before taxes and deductions of the initial, as well as any supplementary contract in favor of the Single Public Procurement Authority is imposed (article 7 of Law 4912/2022).
- b) Withholding of 0.02% in favor of the development and maintenance of the ESIDIS MIS, which is calculated on the value, excluding VAT, of the initial contract, as well as any supplementary contract. This amount is withheld from each payment by the contracting authority in the name and on behalf of the Ministry of Digital Governance, in accordance with par. 6 of article 36 of law 4412/2016. **Until the issuance of the joint decision of par. 6 of article 36 of law 4412/2016, the above withholding is not imposed.**

With each payment, the income tax withheld by applicable law will be 8% of the net amount.

5.2 Declaration of exempt economic operator - Sanctions

5.2.1. The contractor is declared compulsorily exempt from the contract and from any rights arising therefrom, by decision of the contracting authority, following an opinion from the competent collective body (Monitoring and Acceptance Committee):

- a) in the case of paragraph 7 of article 105 of law 4412/2016 on the award and conclusion of a contract,
- b) in the event that he fails to fulfill his obligations arising from the contract and/or fails to comply with the relevant written orders of the service, which are in accordance with the contract or the applicable provisions, within the agreed execution time of the contract,

c) if he does not provide services or does not submit the deliverables or does not replace them within the contractual period or the extension period given to him, in accordance with the provisions of article 217 on the duration of a service contract, without prejudice to the following paragraph.

In the event of a reason for the contractor's exclusion from the contract under the above case (c), the contracting authority shall notify the contractor of a special warning, which shall mention the provisions of article 203 of law 4412/2016 and shall include a specific description of the actions that the contractor must take, in order to comply, within a period of fifteen (15) days from the notification of the above warning. If the deadline set with the special warning expires without the contractor complying, he shall be declared excluded within a period of thirty (30) days from the date of the expiry of the compliance deadline.

The contractor is not declared ineligible for reasons related to the fault of the body performing the contract or if there are reasons of force majeure.

The contractor who is declared excluded from the contract is subject to sanctions, by decision of the deciding body, following an opinion from the competent body, which must call the interested party to provide explanations, and specifically the total forfeiture of the contract performance guarantee.

In addition, the contractor may be temporarily excluded from all supply or service contracts of entities falling under the provisions of Law 4412/2016, in accordance with the specific provisions of Article 74, on the exclusion of an economic operator from public contracts.

5.2.2. If the services are provided through the contractor's fault after the expiration of the contract term and until the expiration of the extension period granted, penalty clauses shall be imposed against him, by a reasoned decision of the contracting authority.

Penalty clauses are calculated as follows:

- a) for a delay limited to a period not exceeding 50% of the envisaged total duration of the contract or in the case of partial/ intermediate deadlines of the respective deadline, a penalty clause of 2.5% is imposed on the contractual value excluding VAT of the services provided late,
- b) for a delay exceeding 50%, a penalty clause of 5% excluding VAT is imposed on the contractual value of the services provided late,
- c) the penalty clauses for exceeding the partial deadlines are independent of those imposed for exceeding the total duration of the contract and may be revoked by a reasoned decision of the contracting authority, if the services relating to the above partial deadlines are provided within its total duration and its approved extensions and on the condition that the entire contract has been fully executed,

The amount of the penalty clauses is deducted/offset from/with the contractor's fee.

The imposition of penalty clauses does not deprive the contracting authority of the right to declare the contractor disqualified.

In the case of an association of economic operators, the fine and interest are imposed accordingly on all members of the association.

5.3 Administrative appeals during the contract execution process

The contractor may, against decisions imposing sanctions on him, under the terms of articles 5.2 (Declaration of economic operator as excluded - Sanctions), 6.1. (Delivery time of goods), 6.4. (Rejection of contractual goods - replacement), as well as in application of the contractual terms, file an appeal on grounds of legality and substance before the body performing the contract within a rescission period of (30) days from the date of notification or full knowledge of the relevant decision. The timely filing of the appeal suspends the sanctions imposed. Also

The competent decision-making body shall decide on the appeal, following an opinion from the body provided for in the last subparagraph of case b of paragraph 11 of article 221 of law 4412/2016, within a period of thirty (30) days from its exercise, otherwise it shall be considered as implicitly rejected. No other type of administrative appeal may be filed against this decision. If the appeal is not filed within the time limit against the decision imposing sanctions or if it is rejected by the competent decision-making body, the decision shall become final. If an appeal is filed within the time limit, the consequences of the decision shall be suspended until it is finalized.

5.4 Judicial dispute resolution

Any dispute between the contracting parties arising from the contract concluded within the framework of this Declaration shall be resolved by filing an appeal or lawsuit with the Administrative Court of Appeal of the Region in which the contract is performed, as specifically provided for in paragraphs 1 to 6 of article 205A of law 4412/2016. Before filing an appeal with the Administrative Court of Appeal, the due process procedure provided for in article 205 of law 4412/2016 and paragraph 5.3 of this Law must be followed, otherwise the appeal shall be rejected as inadmissible. If the contractor of the contract is a consortium, the appeal shall be filed either by the same or by all its members. The observance of an interlocutory procedure is not required if the interested party brings an action, the pleading of which does not contain a request for the annulment or amendment of an administrative act or omission.

6. TIME AND METHOD OF EXECUTION

6.1 Monitoring of the contract 6.1.1. The

monitoring of the execution of the contract and its administration will be carried out by the competent committee for the acceptance of the services of the Cleaning Directorate, which will make recommendations to the competent decision-making body on all issues relating to the proper execution of all the terms of the contract and the fulfillment of the contractor's obligations, on the taking of the necessary measures due to non-compliance with the above terms and in particular on issues relating to the modification of the object and extension of the duration of the contract, under the terms of article 132 of Law 4412/2016.

6.1.2. The competent service may, by its decision, appoint an employee of the service as a supervisor with reporting duties for the monitoring of the contract. The same decision may also appoint other employees of the competent service or of the bodies served by the contract, to whom individual duties for the monitoring of the contract are assigned. In this case, the supervisor acts as a coordinator.

The duties of the supervisor are, for example, the certification of the execution of the subject matter of the contract, as well as the control of the contractor's compliance with the terms of the contract. Upon the supervisor's recommendation, the service administering the contract may address documents with instructions and orders to the contractor concerning the execution of the contract.

6.1.3. For the proper and timely receipt of the services, the contractor may be required to keep a diary in which the partial execution of the subject matter of the contract, the daily employment of the personnel in number and specialty, extraordinary events and other data related to the execution of the contract are recorded. The diary is countersigned by the contract supervisor, who may note on it observations on compliance with the terms of the contract and is kept at the place of execution of the service or when this is not possible, it is presented by the contractor at the headquarters of the service, if requested. Its records constitute evidence for the receipt of the subject matter of the contract by the acceptance committee.

6.2 Contract duration

6.2.1. The duration of the contract is set **from 31/07/2025 to 31/07/2026**.

6.2.2. The total duration of the contract may be extended by a reasoned decision of the contracting authority up to 50% thereof, following a relevant request by the contractor submitted before the end of its duration, in objectively justified cases that are not due to the contractor's fault. The above case concerns an extension without an increase in the economic scope of the contract, otherwise any extension-amendment is subject to the conditions and terms of article 132 of law 4412/2016. If the total duration of the contract expires, without a request for an extension being submitted in time or, if the extended duration, as above, expires, without the contract deliverables being submitted to the contracting authority, the contractor is declared ineligible. If the services are provided through the contractor's fault after the expiration of the contract term, and until the expiration of the extension period granted, penalty clauses will be imposed against him, in accordance with article 218 of Law 4412/2016 and article 5.2.2 of this present law.

6.3 Receipt of the object of the contract

6.3.1 The receipt of the services provided or deliverables is carried out by a receipt committee established, in accordance with par. 3 and par. d of paragraph 11 of article 221 of law 4412/2016, as detailed in Annex I hereto.

6.3.2 During the acceptance procedure, the required inspection is carried out, in accordance with the provisions of the contract, and a representative of the contractor may be invited to attend. After the completion of the procedure, the acceptance committee: a) either accepts the relevant services or deliverables, provided that the requirements of the contract are met without approval or decision of the decision-making body, b) either recommends acceptance with comments or rejection of the services provided, or

deliverables, in accordance with paragraphs 3 and 4. The above also applies to partial receipts.

6.3.3 If the acceptance committee determines that the services provided or the deliverables do not fully comply with the terms of the contract, a provisional acceptance protocol is drawn up, which states the deviations identified from the terms of the contract and provides an opinion on whether the reported deviations affect the suitability of the services provided or deliverables and therefore whether the latter can meet the relevant needs.

6.3.4 For the application of the previous paragraph, the following are defined:

a) In the event that it is established that the suitability is not affected, by a reasoned decision of the competent decision-making body, the receipt of the services provided or deliverables in question may be approved, with a discount on the contractual value, which should be proportional to the deviations found. After the issuance of the above decision, the acceptance committee is obliged to proceed with the final acceptance of the services provided or deliverables of the contract and to draw up a relevant final acceptance protocol, in accordance with the provisions of the decision.

b) If it is established that suitability is affected, the services provided or deliverables shall be rejected by a reasoned decision of the competent decision-making body, without prejudice to the provisions of article 220.

6.3.5 If a period of time greater than thirty (30) days has elapsed from the date of submission of the deliverable by the economic operator and a receipt protocol of paragraph 2 or a protocol with observations of paragraph 3 has not been issued, it is considered that the receipt has been effected automatically.

6.3.6 Regardless of the automatic acceptance and payment of the contractor, as stated above, the checks provided for in the contract are carried out by a committee established by decision of the competent decision-making body, in which the chairman and members of the committee of paragraph 6.3.1 may not participate. The above acceptance committee shall proceed with all the acceptance procedures provided for in the contract and shall draw up the relevant protocols. The advance payment and performance guarantee letters shall not be returned before the completion of all the checks provided for in the contract and the drawing up of the relevant protocols. Any action taken by the initial acceptance committee shall not be taken into account.

6.4 Rejection of deliverables – Replacement In the event of a final

rejection of all or part of the services provided and/or deliverables with a discount on the contractual value, by decision of the contracting authority, replacement of these services and/or deliverables with others that are in accordance with the terms of the contract may be approved within a fixed period specified by this decision. If the replacement takes place after the expiry of the total duration of the contract, the period specified for the replacement may not be longer than 25% of the total duration of the contract, and the contractor is subject to penalty clauses, in accordance with article 218 of law 4412/2016 and paragraph 5.2.2 hereof, due to late delivery.

If the contractor does not replace the rejected services and/or deliverables within the deadline set for him and if the total duration has expired, he is declared debarred and subject to the prescribed sanctions.

MAYOR OF BYRON

ALEXIOS SOTIROPOULOS

ANNEXES**ANNEX I – Study**

Municipality of Vyronas, 19/03/2025 – A.P.: 8485

HELLENIC REPUBLIC	SERVICE PROVISION
PREFECTURE OF ATTICA	VEHICLE INSURANCE
MUNICIPALITY OF BYRON	MUNICIPALITY OF BYRONA
Address: CLEANLINESS	2025-2026
Department: VEHICLE MOVEMENT & MAINTENANCE DEPARTMENT	
Email: d.vasilakakos@dimosbyrona.gr	
	Study No. 3/2025

STUDY**FOR THE PROVISION OF SERVICE****"VEHICLE INSURANCE OF THE MUNICIPALITY OF BYRON 2025-2026"**

APPRAISED VALUE CONTRACT	79.000,00 €
VAT 0%	0,00 € Insurance services are exempt from VAT in accordance with subsection (1) of article 22 of Law 2859/2000 (VAT Code).
TOTAL EXPENSE	79.000,00 €
FINANCING	OWN RESOURCES
BUDGET STATEMENT	• 20.6252.0001 entitled "Machine insurance premiums" project» • 20.6253.0001 entitled "Transport insurance premiums" media» • 30.6253.0001 entitled "Car insurance premiums" • 90.6253.0001 entitled "Municipal Insurance Premiums" Transportation» • 15.6253.0002 entitled "Insurance premiums for means of transport" (CHILDREN'S CENTERS)»

CPV	66514110-0 "Motor Vehicle Insurance Services"
METHOD OF EXECUTION	Open procedure "below the thresholds" through ESIDIS with award criterion the most economically advantageous offer based on price

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HELLENIC REPUBLIC	SERVICE PROVISION
PREFECTURE OF ATTICA	BYRON MUNICIPALITY VEHICLE INSURANCE
MUNICIPALITY OF BYRON	2025-2026
CLEANLINESS DIRECTORATE	
VEHICLE OPERATION & MAINTENANCE DEPARTMENT	
Email: d.vasilakakos@dimosbyrona.gr	Study No. 3/2025

TECHNICAL REPORT

This study concerns the provision of services for the insurance of all means of transport. and the project machinery belonging to the Municipality of Vyronas, for the period 31/07/2025 to 31/07/2026. These vehicles serve all kinds of operational needs of the services of the Municipality for its smooth operation, aiming at protection, development and continuous improvement the interests and quality of life of the local community (article 75 of Law 3463/06).

The duration of the insurance will be **one (1) year, from 31/07/2025 to 31/07/2026.**

The insurance expiry date of 31/07/2026 also applies to all **new vehicles** that the Municipality is going to purchase within the above annual period of validity. insurance.

This procurement procedure is not divided into lots due to its nature. economic object, as it is a single service provision.

This vehicle insurance service of the Municipality of Byron will be awarded through the open tender process. "below the limits" tender through ESIDIS, with the award criterion being the most advantageous of economic aspect, **price-based offer**, in accordance with the provisions of Law 4412/2016.

The estimated value of the contract amounts to a total of €79,000.00 and will be borne by the following C.A. of the expenditure budget **for the financial year 2025:**

- **20.6253.0001** entitled "Insurance premiums for means of transport"
- **20.6252.0001** entitled "Construction machinery insurance premiums" •
- 30.6253.0001** entitled "Car insurance premiums"
- **90.6253.0001** entitled "Municipal Transport Insurance Premiums"
- **15.6253.0002** entitled "Insurance premiums for means of transport (CHILDREN'S CENTERS)".

The total cost of the above vehicle insurance amounts to € **79,000.00** , including all legal charges and will be borne by the following **C.A.E. of the 2025 budget:**

This expense will be paid from the Municipality's own resources.

K.A.E.	DESCRIPTION	AMOUNT (€)
20.6253.0001	Transportation insurance premiums	45.000,00
20.6252.0001	Project machinery insurance premiums	7.400,00
30.6253.0001	Car insurance premiums	1.600,00
90.6253.0001	Municipal Transportation Insurance Premiums	22.000,00

15.6253.0002	Transportation insurance premiums (CHILDREN'S CENTERS)	3.000,00
	TOTAL	79.000,00
	GRAND TOTAL	79.000,00

Insurance services are exempt from VAT in accordance with sub-section (1) of Article 22. of Law 2859/2000 (VAT Code).

The provision of vehicle insurance services is referred to in the Common Vocabulary code public procurement, as **CPV 66514110-0** entitled "Motor Vehicle Insurance Services".

For the best service to the Municipality (sending payment notifications, sending contracts, accident declarations, additional acts, updates on changes in legislation, etc.), the candidate contractor may appoint an insurance intermediary.

The service provision will include the insurance premiums for all Municipality vehicles. (transportation - project machinery), as well as **the new vehicles** that the Municipality will procure during the above annual period of validity of the insurance, as stated in the Vehicle Table below.

BYRON MUNICIPALITY VEHICLE LIST						
no/no	Number Vehicle circulation	Vehicle Brand & Type	Vehicle Category	Tax. Force	Year 1st cycle.	Type fuel
20.6253.0001 – Transport insurance premiums						
1 KHI 1799		MERCEDES 1828	Reply/no	41	23/9/2008	Natural Gas
2 KHI 1800		MERCEDES 1828	Reply/no	41	23/9/2008	Natural Gas
3 KHI 1241		DAF	Water carrier	40	28/4/2010	Oil
4 KHI 1242		DAF	Water carrier	40	27/4/2010	Oil
5	KHI 9551	DAF CF 85.430	Transport truck Container HOOK LIFT	75	3/11/2006	Oil
6 KHI 5160		MERCEDES	Reply/no	25	10/5/2010	Oil
7 KHI 5161		MERCEDES	Reply/no	25	10/5/2010	Oil
8 KHI 5162		MERCEDES	Reply/no	25	10/5/2010	Oil
9 KHI 5163		MERCEDES	Reply/no	25	10/5/2010	Oil
10 KHI 5856		SUZUKI SWIFT	Passenger car	9	9/12/2010	Petrol
11 KHO 3031		IVECO 150 AND 18	Truck	35	8/12/1993	Oil
12 KHI 5164		MERCEDES	Reply/no	25	10/5/2010	Oil
13 KHO 3495		MERCEDES 1520	Reply/no	36	18/6/1996	Oil
14 KHI 5870		HYUNDAI MOTOR	Passenger car	11	10/2/2004	Petrol

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15 KHI 1255	SUZUKI Jimny 1.3	Jeep passenger car	9	14/9/2010	Petrol
16 KHH 1256	OPEL AG 6083 F7	Truck	14	15/9/2010	Petrol
17 KHH 6224	MERCEDES 2051	Tractor Truck with 6-wheel trailer	96	12/10/2010	Oil
18 KHI 9673	CONTAINER WITH COMPRESSOR TYPE HAS 60	6-wheel trailer		1/7/2021	
19 KHY 5561	SKODA FABIA	Passenger car	8	19/7/2004	Petrol
20 KHI 8890	SKODA FABIA	Passenger car	8	19/7/_2004	Petrol
21 KHI 1995	MERCEDES 1523	Reply/no	38	26/1/2001	Oil
22 KHI 9574	MERCEDES 1523	Reply/no	38	26/1/2001	Oil
23 June 1997	MERCEDES 1523	Reply/no	38	26/1/2001	Oil
24 KHI 1829	MITSUBISHI L 200002	Truck	14	27/6/2000	Petrol
25 KHI 1830	MITSUBISHI L 200002	Truck	14	17/6/2000	Petrol
26 IBY 0967	YAMAHA	Two-wheeler	1	17/1/2002	Petrol
27 KHI 1348	MERCEDES 3335 S	Tractor Truck with 6-wheel trailer	72	2/5/2001	Oil
28 KHI 1384	MERCEDES 3335 S	Tractor Truck with 6-wheel trailer	72	2/5/2001	Oil
29 KHI 6525	MERCEDES 1318	Reply/no	25	6/8/2004	Oil
30 KHI 6524	MERCEDES 1318	Reply/no	25	6/8/2004	Oil
31 KHI 6543	DAF FA LF 45.220E 12271	Truck	35	29/9/2004	Oil
32 KHI 6544	DAF FA LF 45.220E 12271	Truck	35	29/9/2004	Oil
33 KHI 6903	OPEL AG 6083 F7	Truck	14	11/8/2004	Petrol
34 KHI 6904	OPEL AG 6083 F7	Truck	14	11/8/2004	Petrol
35 KHI 6946	FIAT IVECO 65 C 15	Reply/no	18	14/10/2004	Oil
36 KHI 6536	PIAGGIO PORTER MAXI	Truck	9	29/9/2004	Petrol
37 KHI 6537	PIAGGIO PORTER MAXI	Truck	9	29/9/2004	Petrol
38 KHI 6538	PIAGGIO	Truck	9	29/9/2004	Petrol
39 KHI 6539	PIAGGIO S 85LP	Truck	7	29/9/2004	Petrol
40 KHI 6540	PIAGGIO PORTER MAXI	Truck	9	29/9/2004	Petrol
41 KHI 6541	PIAGGIO	Truck	9	29/9/2004	Petrol
42 KHI 6542	PIAGGIO	Truck	9	29/9/2004	Petrol
43 KHI 6545	PIAGGIO	Truck	9	30/9/2004	Petrol
44 KHI 5855	SUZUKI SWIFT	Passenger car	9	9/12/2010	Petrol
45 KTY 1393	MITSUBISHI FUSO CANTER 6S15	Truck	18	29/6/2022	Oil
46 KTY 2655	MERCEDES ATEGO 1524	Reply/no	46	17/7/2023	Oil
47 KTY 2656	MERCEDES ATEGO 1524	Reply/no	46	17/7/2023	Oil
48 KTY 2657	MERCEDES ATEGO 1524	Reply/no	46	17/7/2023	Oil
49 KTY 2658	MERCEDES ATEGO 1524	Reply/no	46	17/7/2023	Oil
50 KTY 2628	MERCEDES AROCS 2642	Transport truck Container HOOK LIFT	77	8/6/2023	Oil

51	KTY 2636	MERCEDES AROCS 1830	Dump truck with a crane	46	13/6/2023	Oil
52	KTY 4623	MAN TGS 18.480 4X4 BL SA	Tractor Truck for tugboat traction.	75	9/1/2025	Oil
53	TA 11082	CONTAINER WITH COMPRESSOR TYPE HAS 60	6-wheel trailer	-	9/1/2025	
54	TA 11083	CONTAINER WITH COMPRESSOR TYPE HAS 60	6-wheel trailer	-	9/1/2025	
55	KTY 4631	VOLVO FL 4X2 R	Reply/no	31	18/2/2025	Oil
56	WITHOUT A NUMBER NEW VEHICLE PURCHASE for EFFECTIVE PERIOD OF CONTRACT.		Reply/ no	Equivalent for 5,100 cc	NEW VEHICLE	Oil
57	WITHOUT NUMBER NEW VEHICLE PURCHASE for EFFECTIVE PERIOD OF CONTRACT.		Reply/ no	Equivalent for 5,100 cc	NEW VEHICLE	Oil
20.6252.0001 – Project machinery insurance premiums						
58	ME 119092	HAKO citymaster 1200	Sweeper	45 *	7/7/2010	Oil
59	ME 119091	NISSAN	Kalothofofo	130 *	7/7/2010	Oil
60	ME 117848	DAF	Washing machine	224 *	28/6/2010	Oil
61	No.PI.90005003 RAVO		Sweeper	121*		Oil
62	ME 119175	ýýýý citymaster 2000	Sweeper	102 *	28/9/2010	Oil
63	ME 70632	NISSAN ATLEON 165	Kalothofofo	159 *	5/11/2002	Oil
64	ME 82547	DAF JET 40EH	Washing machine	215 *	7/10/2004	Oil
65	ME 82084	BOBCAT S130	Shipper	46 *	27/8/2004	Oil
66	ME 82548	JCB 3CXSM4T	Backhoe Loader	100 *	12/10/2004	Oil
67	ME 113898	MAGIRUS	Fire engine	192*	22/9/2009	Oil
68	ME 142481	RAVO 540 i-series STH (New Sweeper)	Sweeper	160*	10/12/2019	Oil
69	ME 91971	BREMACH	Fire engine	104,7*	31/7/2006	Oil
70	ME 98348	MAZDA	Fire engine	143*	14/6/2007	Oil
71	ME 121288	FORD RANGER	Fire engine	143*	10/6/2011	Oil
72	ME 157844	TOYOTA (HILUX)	Fire engine	150*	6/3/2024	Oil
30.6253.0001 -Car insurance premiums						
73	KHI 5185	FORD	dump truck	15	6/7/2010	Petrol
74	KHI 3451	MITSUBISHI L 200002	Truck	14	5/3/2002	Petrol
75	KHI 6535	PIAGGIO PORTER MAXI	Truck	9	29/9/2004	Petrol
90.6253.0001 - Municipal Transportation Insurance Premiums						
76	WHEN 7092	MERCEDES	Bus	15	21/7/2006	Oil
77	KHI 6937	MERCEDES	Bus	19	29/9/2004	Oil
78	KHI 6938	MERCEDES	Bus	19	29/9/2004	Oil
79	KHI 6939	MERCEDES	Bus	19	29/9/2004	Oil
80	KHI 6940	MERCEDES	Bus	19	29/9/2004	Oil

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81	KHI 6941	MERCEDES	Bus	19	29/9/2004	Oil
82	KHI 6942	MERCEDES	Bus	19	29/9/2004	Oil
83	KHI 6943	MERCEDES	Bus	19	29/9/2004	Oil
84	KHI 6944	MERCEDES	Bus	19	29/9/2004	Oil
85	KHH 5209	MERCEDES	Bus	15	4/11/2010	Oil
86	KHH 5210	MERCEDES	Bus	15	4/11/2010	Oil
87	KHH 5214	MERCEDES	Bus	15	29/11/2010	Oil
88	KHH 5215	MERCEDES	Bus	15	29/11/2010	Oil
15.6253.0002 - Transportation insurance premiums (CHILDREN'S CENTERS)						
89	KHY 8688	FORD	School Bus	17	28/4/1999	Oil
90	KHI 1801	MERCEDES	School Bus	15	15/9/2008	Oil
91	KHI 1665	FIAT PUNTO	Passenger car	9	31/1/2002	Petrol
	* REGARDING ACTUAL ENGINE POWER					

THE DIRECTOR

CLEANLINESS

VASILAKAKOS DIMITRIS



HELLENIC REPUBLIC	SERVICE PROVISION
PREFECTURE OF ATTICA	VEHICLE INSURANCE MUNICIPALITY OF
MUNICIPALITY OF BYRON	BYRON 2025-2026
CLEANLINESS DIRECTORATE	
VEHICLE OPERATION & MAINTENANCE DEPARTMENT	
Email: d.vasilakakos@dimosbyrona.gr	Study No. 3/2025

TECHNICAL SPECIFICATIONS

Technical Offer Details

Participants in the tender must submit in the technical bid file:

1. The documents proving the legitimacy of the bidder, namely:

- Certificate/license of operation of the Insurance Company from the Directorate
Private Insurance Supervision of the Bank of Greece, based on Law 3867/2010 (Government Gazette 128/A).
- Official Gazette of the candidate's establishment.
- Copy of the current statute with the Official Gazette or GEMI decision in which they have
all amendments to this to date or a certified copy thereof have been published
codified statute (if any).
- Official Gazette or GEMI decision in which the minutes of the Board of Directors or decision of the partners have been published
regarding representation of the legal entity.

2. Document of representation, if economic operators participate with their representative
(authorization from the legal representative).

3. Confirmation that the Direct Payment System (DPS - Friendly Settlement) is covered for the entire
of insured vehicles.

4. Solemn declaration of Law 1599/86, which will explicitly state that in the event that the Municipality of Byronas
puts into circulation any vehicle or means of transport or project machinery, it will be insured by
the participant (in case the tender is awarded to it) under the same terms as
are described in the study.

5. Solemn declaration of Law 1599/86, which will explicitly state that the offeror fully accepts and
unconditionally the terms of the tender announcement and the insurance specifications, as mentioned in this
study.

In the case of an insurance intermediary, participants in the competition must provide:

- Private agreement, which will include at least the full details of the

intermediary, the acceptance of cooperation between them for the execution of this contract for its entire duration. (It is noted that, in the event of a change of insurance intermediary at any stage of the procedure for concluding this contract, the economic operator must immediately notify the Contracting Authority of the relevant change, in order to determine whether it meets the formal conditions for participation in the tender).

- Solemn Declaration of the legal representative of the Insurance Intermediary stating:

1. That he accepts his appointment by the candidate contractor.
2. That he has a Professional Liability Insurance Policy in accordance with the applicable coverages.
3. That it has a certificate from the competent Supervisory Authority, namely the Private Insurance Supervision Directorate (P.E.I.A.) of the Bank of Greece, stating that it holds the Operating License provided for by applicable legislation, regarding the services to be assigned.

Insurance Specifications

The Municipality's vehicle and machinery insurance policies (as described in the detailed table of the Technical Report) will include the legally mandatory insurance coverages (with the minimum mandatory insurance limits), as well as other optional coverages.

Specifically, each vehicle insurance policy will include the following insurance policies: coverages:

1. Civil liability with coverage for material damage and bodily injury, as provided for in the Government Gazette. Bý5679/7-12-2021, i.e. in case of bodily injury 1,300,000 euros, per victim and b) in the event of material damage, 1,300,000 euros, per accident, regardless of the number of victims, as the applicable insured limits are adjusted from time to time. That is, the amount against third party civil liability due to death or bodily injury or damage to property, in which includes monetary compensation or mental anguish or moral damage, as well as civil liability due to death or bodily injury to the family members of the insured, driver or any other person whose civil liability is covered in accordance with with par. 1, regardless of the family relationship.
 2. Accident care
 3. Material damage to own vehicle from an uninsured vehicle (insured capital €100,000)
 4. Validity of the Direct Payment System (DPS – Friendly Settlement) for all insured vehicles
 5. In addition, each insurance policy for garbage trucks will include:
 - bucket washers, basket trucks, cranes, trucks and construction machinery, during their use as tools, tool liability with insured capital for bodily injury will be €1,000,000, as well as an insured capital of €1,000,000 for material damages.
 6. Insurance against glass breakage.
- Regarding the minimum amounts of insurance coverage, the provisions of the decision apply. with act number 195/29-11-2021 of the Bank of Greece, published in the Official Gazette

B'5679/7-12-2021 and with which these are revised.

- The Municipality reserves the right to withdraw from circulation any of the aforementioned vehicles, resulting in the simultaneous termination of their insurance contract and the return of unearned premiums by the contracting company.

THE DIRECTOR

CLEANLINESS

VASILAKAKOS DIMITRIS



HELLENIC REPUBLIC	SERVICE PROVISION
PREFECTURE OF ATTICA	BYRON MUNICIPALITY VEHICLE INSURANCE
MUNICIPALITY OF BYRON	2025-2026
CLEANLINESS DIRECTORATE	
VEHICLE OPERATION & MAINTENANCE DEPARTMENT	
Email: d.vasilakakos@dimosbyrona.gr	Study No. 3/2025

INDICATIVE STUDY BUDGET

a/a	Number Vehicle circulation	Vehicle Brand & Type	Vehicle Category	EXPENSE IN EUROS (€)
20.6253.0001 – Transport insurance premiums				
1	KHI 1799	MERCEDES 1828	Reply/no	789,47
2	KHI 1800	MERCEDES 1828	Reply/no	789,47
3	KHI 1241	DAF	Water carrier	789,47
4	KHI 1242	DAF	Water carrier	789,47
5	KHI 9551	DAF CF 85.430	Container transport truck HOOK LIFT	789,47
6	KHI 5160	MERCEDES	Reply/no	789,47
7	KHI 5161	MERCEDES	Reply/no	789,47
8	KHI 5162	MERCEDES	Reply/no	789,47
9	KHI 5163	MERCEDES	Reply/no	789,47
10	KHI 5856	SUZUKI SWIFT	Passenger car	789,47
11	KHO 3031	IVECO 150 AND 18	Truck	789,47
12	KHI 5164	MERCEDES	Reply/no	789,47
13	KHO 3495	MERCEDES 1520	Reply/no	789,47
14	KHI 5870	HYUNDAI MOTOR	Passenger car	789,47
15	KHI 1255	SUZUKI Jimny 1.3	Jeep passenger car	789,47
16	KHH 1256	OPEL AG 6083 F7	Truck	789,47
17	KHH 6224	MERCEDES 2051	Tractor Truck with Trailer. 6 wheels	789,47
18	KHI 9673	CONTAINER WITH COMPRESSOR TYPE HAS 60	6-wheel trailer	789,47
19	KHY 5561	SKODA FABIA	Passenger car	789,47
20	KHI 8890	SKODA FABIA	Passenger car	789,47
21	KHI 1995	MERCEDES 1523	Reply/no	789,47
22	KHI 9574	MERCEDES 1523	Reply/no	789,47

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23	June 1997	MERCEDES 1523	Reply/no	789,47
24	KHI 1829	MITSUBISHI L 200002	Truck	789,47
25	KHI 1830	MITSUBISHI L 200002	Truck	789,47
26	IBY 0967	YAMAHA	Two-wheeler	789,47
27	KHI 1348	MERCEDES 3335 S	Tractor Truck with Trailer. 6 wheels	789,47
28	KHI 1384	MERCEDES 3335 S	Tractor Truck with Trailer. 6 wheels	789,47
29	KHI 6525	MERCEDES 1318	Reply/no	789,47
30	KHI 6524	MERCEDES 1318	Reply/no	789,47
31	KHI 6543	DAF FA LF 45.220E 12271	Truck	789,47
32	KHI 6544	DAF FA LF 45.220E 12271	Truck	789,47
33	KHI 6903	OPEL AG 6083 F7	Truck	789,47
34	KHI 6904	OPEL AG 6083 F7	Truck	789,47
35	KHI 6946	FIAT IVECO 65 C 15	Reply/no	789,47
36	KHI 6536	PIAGGIO PORTER MAXI	Truck	789,47
37	KHI 6537	PIAGGIO PORTER MAXI	Truck	789,47
38	KHI 6538	PIAGGIO	Truck	789,47
39	KHI 6539	PIAGGIO S 85LP	Truck	789,47
40	KHI 6540	PIAGGIO PORTER MAXI	Truck	789,47
41	KHI 6541	PIAGGIO	Truck	789,47
42	KHI 6542	PIAGGIO	Truck	789,47
43	KHI 6545	PIAGGIO	Truck	789,47
44	KHI 5855	SUZUKI SWIFT	Passenger car	789,47
45	KTY 1393	MITSUBISHI FUSO CANTER 6S15	Truck	789,47
46	KTY 2655	MERCEDES ATEGO 1524	Reply/no	789,47
47	KTY 2656	MERCEDES ATEGO 1524	Reply/no	789,47
48	KTY 2657	MERCEDES ATEGO 1524	Reply/no	789,47
49	KTY 2658	MERCEDES ATEGO 1524	Reply/no	789,47
50	KTY 2628	MERCEDES AROCS 2642	Container transport truck HOOK LIFT	789,47
51	KTY 2636	MERCEDES AROCS 1830	Dump truck with crane	789,47
52	KTY 4623	MAN TGS 18.480 4X4 BL SA	Tractor truck for towing Tow truck.	789,68
53	TA 11082	CONTAINER WITH COMPRESSOR TYPE HAS 60	6-wheel trailer	789,47
54	TA 11083	CONTAINER WITH COMPRESSOR TYPE HAS 60	6-wheel trailer	789,47
55	KTY 4631	VOLVO FL 4X2 R	Reply/ no	789,47
56	WITHOUT A NUMBER	NEW VEHICLE PURCHASE for VALIDITY PERIOD CONS.	Reply/ no	789,47
57	WITHOUT A NUMBER	NEW VEHICLE PURCHASE for VALIDITY PERIOD CONS.	Reply/ no	789,47
			TOTAL 45000.00	

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20.6252.0001 – Project machinery insurance premiums				
58 ME	119092	HAKO citymaster 1200	Sweeper	493,33
59 ME	119091	NISSAN	Kalothoforo	493,33
60 ME	117848	DAF	Washing machine	493,33
61	No. Pl.900050 03	THEIR	Sweeper	493,38
62 ME	119175	ýýýý citymaster 2000	Sweeper	493,33
63 ME	70632	NISSAN ATLEON 165	Kalothoforo	493,33
64 ME	82547	DAF JET 40EH	Washing machine	493,33
65 ME	82084	BOBCAT S130	Shipper	493,33
66 ME	82548	JCB 3CXSM4T	Backhoe Loader	493,33
67 ME	113898	MAGIRUS	Fire engine	493,33
68 ME	142481	RAVO 540 i-series STH (New Sweeper)	Sweeper	493,33
69 ME	91971	BREMACH	Fire engine	493,33
70 ME	98348	MAZDA	Fire engine	493,33
71 ME	121288	FORD RANGER	Fire engine	493,33
72 ME	157844	TOYOTA (HILUX)	Fire engine	493,33
			TOTAL	7,400.00
30.6253.0001 -Car insurance premiums				
73 KHI	5185	FORD	dump truck	533,34
74 KHI	3451	MITSUBISHI L 200002	Truck	533,33
75 KHI	6535	PIAGGIO PORTER MAXI	Truck	533,33
			TOTAL	1,600.00
90.6253.0001 - Municipal Transportation Insurance Premiums				
76 WHEN	7092	MERCEDES	Bus	1.692,28
77 KHI	6937	MERCEDES	Bus	1.692,31
78 KHI	6938	MERCEDES	Bus	1.692,31
79 KHI	6939	MERCEDES	Bus	1.692,31
80 KHI	6940	MERCEDES	Bus	1.692,31
81 KHI	6941	MERCEDES	Bus	1.692,31
82 KHI	6942	MERCEDES	Bus	1.692,31
83 KHI	6943	MERCEDES	Bus	1.692,31
84 KHI	6944	MERCEDES	Bus	1.692,31
85 KHH	5209	MERCEDES	Bus	1.692,31
86 KHH	5210	MERCEDES	Bus	1.692,31
87 KHH	5214	MERCEDES	Bus	1.692,31
88 KHH	5215	MERCEDES	Bus	1.692,31
			TOTAL	22.000,00
15.6253.0002 - Transportation insurance premiums (CHILDREN'S CENTERS)				
89 KHY	8688	FORD	School Bus	1.000,00

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90 KHI 1801	MERCEDES	School Bus	1.000,00
91 KHI 1665	FIAT PUNTO	Passenger car	1.000,00
		TOTAL 3,000.00	
TOTAL INSURANCE			79.000,00

Participants in the tender may submit bids only **for the total of vehicles** of the Municipality, as described in detail in the attached vehicle table of this study.

The total price offered per OEM **may NOT exceed** the total price per OEM of indicative budget of the study.

**THE DIRECTOR
CLEANLINESS**

VASILAKAKOS DIMITRIS



HELLENIC REPUBLIC	SERVICE PROVISION
PREFECTURE OF ATTICA	VEHICLE INSURANCE MUNICIPALITY OF
MUNICIPALITY OF BYRON	BYRON 2025-2026
CLEANLINESS DIRECTORATE	
VEHICLE OPERATION & MAINTENANCE DEPARTMENT	
Email: d.vasilakakos@dimosbyrona.gr	Study No. 3/2025

GENERAL WRITING OF OBLIGATIONS

Article 1 : Subject of the study

This Contractual Obligations concerns the announcement of the lowest bidder for the "Insurance of means of transport and machinery for the Municipality of Vyronas project", for one (1) year, from 31/07/2025 to 31/07/2026.

The insurance end date of 31/07/2026 also applies to all new vehicles that the Municipality is going to purchase within the annual period of validity of the insurance.

Article 2 : Applicable provisions

The execution of this study will be carried out in accordance with the provisions:

- Law 3463/2006 "Ranking of the Code of Municipalities and Communities".
- Law 3852/2010 "New architecture of local government and decentralized administration – Kallikratis Program".
- Law 4555/2018 "Reform of the institutional framework of Local Government – Deepening of Democracy - Strengthening participation - Improving economic and development operation of the Local Authorities (Cleisthenes Program).
- Law 2690/1999 "Ranking of the Code of Administrative Procedure and other provisions".
- Law 4727/2020 "Digital Governance (Incorporation into Greek Legislation of the Directive (EU) 2016/2102 and Directive (EU) 2019/1024) – Electronic Communications (Integration in Greek Law of Directive (EU) 2018/1972) and other provisions".
- Decision No. 76928/13.07.2021 of the Ministers of Development and Investment and State, : "Regulation of more specific issues of operation and management of the Central Electronic Registry of Public Contracts (KIMDIS)" (B' 3075).
- Joint Decision No. 44756/2024 (B' 3380/13.06.2024) of the Ministers of Development and Digital Governance, on the subject of "Regulations of technical issues concerning the award of Public Supply and Service Contracts using the individual

tools and procedures of the National Electronic Public Procurement System (ESIDIS)" - Amendment of the joint decision no. 64233/8.6.2021 (B' 2453) of the Ministers of Development and Investment and State". • Law 4270/2014

"Principles of financial management and supervision (incorporation of Directive 2011/85/EU) - public accounting and other provisions".

- Law 4412/2016 "Public Works, Supplies and Services Contracts (adaptation to the Directives 2014/24/EU and 2014/25/EU)".
- Paragraph G of Law 4152/2013 "Adaptation of Greek Legislation to Directive 2011/7 of the 16-02-2011 on combating late payments in commercial transactions".
- Law 976/79 "On the regulation of issues related to traffic accidents caused by "State motor vehicles".
- Joint Ministerial Decree 543/5543/2000 "Use, circulation and other issues related to cars – Public Sector service vehicles".
- Law 3746/2009 on compulsory vehicle insurance.
- Act of the Executive Committee 195/29-11-2021 of the Bank of Greece, published in the Government Gazette 5679/7-12-2021 and which revises the minimum insurance coverage amounts of article 6 par. 5 of Presidential Decree 237/1986 according to the European Price Index Consumer (EDTK).
- Law 4013/2011 (A' 204) "Establishment of a single Independent Authority for Public Procurement and Central Electronic Registry of Public Contracts...".
- The regulatory acts issued in execution of the above laws, the other provisions which are explicitly mentioned or arise from the provisions of the contractual documents herein, as well as and all the provisions of insurance, labor, social, environmental and tax law governing the assignment and execution of this contract, even if are not explicitly mentioned above.

Article 3 : Contract documents

The contract documents, in order of validity, are: The agreement The present study The award decision The contractor's offer including the means of proof.

Article 4 : Participation requirements

The economic operators entitled to participate and, in the case of associations, their members, may be _____ natural or legal persons established in: a) a _____ Member State of the Union, b) a Member State of the European Economic Area (EEA), c) in third countries that have signed and ratified the GPA, to the extent that the public contract under award is covered by Annexes 1, 2, 4 and 5 and the general notes of Appendix I relating to the Union of the above Agreement, as well as d) in third countries that do not fall under the above case c' and have concluded bilateral or multilateral

agreements with the Union on public procurement procedures. Associations of economic operators, including temporary partnerships, are not required to take a specific legal form in order to submit a tender.

In cases where a bid is submitted by an association of economic operators, all its members are jointly and severally liable towards the contracting authority.

Article 5 : Grounds for exclusion

Any economic operator is excluded from the procedure:

5.1. If he has been convicted of one of the following offences by a final judgment: a) participation in a criminal

organisation, as defined in Article 2 of Council Framework Decision 2008/841/JHA of 24 October 2008 on the fight against organised crime (OJ L 300, 11.11.2008, p. 42), b) corruption, as defined in Article 3 of the Convention on the fight against corruption

involving officials of the European Communities or officials of Member States of the Union (OJ C 195, 25.6.1997, p. 1) and in paragraph 1 of Article 2 of Council Framework Decision 2003/568/JHA of 22 July 2003 on combating corruption in the private sector (OJ L 192, 31.7.2003, p. 54), as well as as defined in the applicable legislation or in the 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 (ÿÿ ÿ 316 of 27.11.1995, p. 48), which was ratified by Law

2803/2000 (A' 48),

d) terrorist offences or offences related to terrorist activities, as defined, respectively, 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 instigation or complicity or attempt to commit a crime, 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. terrorism (OJ L 309 of 25.11.2005, p. 15), which was incorporated into national legislation by Law 3691/2008 (A' 166), f) child labour and other forms of trafficking in human beings, as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council of 5 April 2011, on preventing and combating trafficking in human beings and protecting its victims, and replacing

Council Framework Decision 2002/629/JHA (OJ L 101 of 15.4.2011, p. 1), which was incorporated into national legislation by Law 4198/2013 (A' 215).

5.2. If it has failed to fulfil its obligations regarding the payment of taxes or social security contributions and this has been established by a judicial or administrative decision with final and binding force, in accordance with the provisions of the country where it is established or national law and/or if the contracting authority can prove by appropriate means that the economic operator has failed to fulfil its obligations regarding the payment of taxes or social security contributions. If the economic operator is a Greek citizen or has its establishment in Greece, its obligations regarding social security contributions cover both the main and the supplementary insurance. The exclusion ceases to apply when the economic operator fulfils its obligations either by paying

the taxes or social security contributions it owes, including, where applicable, the accrued interest or fines, or by being subject to a binding arrangement for their payment. Also, by way of derogation, economic operators are exempted from mandatory exclusion in the event that the exclusion would be clearly disproportionate, especially when only small amounts have not been paid.

5.3 An economic operator, against whom the sanction of horizontal exclusion has been imposed in accordance with the applicable provisions and for the period of time specified therein, is excluded from this contract award procedure.

Article 6: Evidence The

contractor, before issuing the award decision, must submit the certificates, attestations and other evidence referred to in this article unless they have been submitted with their offer. The required documents are the following:

6.1 Extract from the relevant register (for case 5.1), such as the criminal record or, failing that, an equivalent document issued by a competent judicial or administrative authority of the Member State or the country of origin or the country in which the economic operator in question is established, showing that these conditions are met. Where the Member State or the country in question does not issue such a document or certificate or where such a document or certificate does

not cover all cases, the document or certificate may be replaced by a sworn statement or, in the Member States or countries where a sworn statement is not provided for, by a solemn declaration made by the person concerned before a competent judicial or administrative authority, a notary or a competent professional or trade body of the Member State or the country of origin or the country in which the economic operator is established. The obligation to provide information concerns natural persons (sole proprietorships), managers in the cases of limited liability companies (LLCs) and personal companies (LLCs and LLCs) and IKE private capital companies, the Managing Director, as well as all members of the Board of Directors, in the cases of public limited companies (S.A.). In the cases of Cooperatives, it concerns the members of the Board of Directors. In all other cases of legal entities, the obligation concerns their legal representatives.

6.2 Certificate (for case 5.2), issued by the competent authority of the relevant Member State or country, which shows that the economic operator has not defaulted on its obligations regarding: a) payment of taxes
b) payment of social security contributions

(main and subsidiary for Greek citizens and for economic operators established in Greece). In the case of legal entities, it concerns the legal entity and not the natural persons who manage or represent it, unless they have an employment relationship with the company. In the case of natural persons (sole proprietorships), it also concerns those who are insured as employers or freelancers with any insurance organization.

6.3 Solemn declaration of Law 1599/86 of the tendering economic operator (for case 5.3) regarding the non-imposition of the sanction of horizontal exclusion against it, in accordance with the provisions of the applicable legislation.

6.4 In the case of legal entities, proof of legal incorporation and representation is required. To prove legal representation, in cases where the economic operator is a legal entity and is registered compulsorily or voluntarily, according to applicable legislation, and declares its representation and changes to a competent authority (e.g. GEMI), it shall submit a relevant certificate of valid representation, which must have been issued up to thirty (30) working days prior to its submission, unless it has a specific validity period. In particular, for domestic economic operators, the following shall be submitted: To prove legal representation, in cases where the economic operator is a legal entity and is obliged, according to applicable legislation, to declare its representation and changes to GEMI, it shall submit a relevant certificate of valid representation. For proof of legal incorporation and changes, a general certificate of changes from GEMI. In other cases, the relevant legal documents of legal incorporation and legal representation (such as articles of association, certificates of changes, corresponding Official Gazettes, decisions of incorporation)

management bodies in a body, etc., depending on the legal form of the economic operator), accompanied by a solemn declaration of the legal representative that they are still valid at the time of their submission. In the event that, for the purpose of carrying out this award procedure, powers have been granted to a person in addition to those referred to in the above documents, an additional decision-minute of the competent statutory management body of the legal person by which the relevant powers were granted shall be submitted. As regards natural persons, if powers have been granted to third parties, an authorization of the economic operator shall be submitted. Foreign economic operators shall submit the documentary evidence required by the legislation of the country of establishment, and if not provided for, a solemn declaration of the legal representative, which proves the above with regard to the legal establishment, changes and representation of the economic operator. The above documents must indicate the legal establishment of the economic operator, all relevant amendments to the articles of association, the person(s) legally binding the company on the date of the tender (legal representative, right to sign, etc.), any third parties to whom representation has been granted, as well as the term of office of the member(s) of the management body/legal representative. Associations of economic operators submitting a joint tender shall submit the supporting documents, as appropriate, for each economic operator participating in the association, in accordance with the provisions of article 19 of Law 4412/2016.

Time of issue and validity of the evidence: The criminal record extract if it has

- been issued up to three (3) months prior to its submission. The tax and insurance information must be valid at the time of their
- submission, otherwise, in the event that no validity period is indicated, they must have been issued up to three (3) months prior to their submission. The certificate/certificate of the relevant chamber/registry must have been issued up to thirty (30) working days prior to its submission. The GEMI
- representation certificate in the case of legal entities must have been issued up to thirty (30) working days prior to its submission. The G.E.M.H. general certificate of changes must have been issued
- up to three (3) months prior to its submission. Any affidavits submitted must have been drawn up up to three (3) months prior to their submission. The solemn declarations must have been drawn up after the notification
- of the invitation to submit supporting documents.
-

Article 7 : Letters of guarantee

Participation guarantee:

The economic operators that will participate in the tender must provide a participation guarantee letter corresponding to **2%** of the estimated contract value (excluding VAT), i.e. **€1,580.00** (one thousand five hundred and eighty euros). The participation guarantee must be valid for at least thirty (30) days after the expiry of the validity period of the offer specified in the contract documents. The Municipality may, before the expiry of the offer, request the offeror to extend the validity period of the offer and the participation guarantee. The participation guarantee is returned to the contractor upon presentation of the performance guarantee. It is returned to the other offerors as provided for in article 72 of Law 4412/16. **Performance guarantee:** The contractor is required to provide a performance guarantee of **4%** of the estimated contract value (excluding VAT), i.e. **€3,160.00** (three thousand one hundred and sixty euros). The performance guarantee must be valid for two (2) months longer than the contractual delivery time. It is returned after the final quantitative acceptance of the subject matter of the contract.

The guarantees of this article must have been issued by the bodies referred to in paragraph 3 of article 72 of Law 4412/16 and must include at least the following:

paragraph 4 of the same article.

Article 8 : Validity of the contract

The agreement is drawn up based on the contract documents and enters into force from the date of its posting on KIMDIS, while the execution period of the contract is defined as annual from the start to the expiration of the insurance policies, i.e. from **31/07/2025** to **31/07/2026**.

Article 9 : Execution of the service

For the performance of the service, the provisions of Law 4412/16 and in particular Articles 200 – 205 and 216 – 220 apply. The acceptance of the service will be carried out by the legally competent work acceptance committee. The contractor is obliged to **immediately** insure the property of the municipality upon signing the contract.

Article 10 : Price stability

The unit price offered will be given in "euro". The unit price of the offer will be fixed and unchangeable during the execution of the contract and is not subject to any revision for any reason.

Article 11 : Contractor's payment

Payment will be made **IMMEDIATELY** at 100% of the value of the contractual item in the name of the contractor, after the relevant documents have been issued by the contractor and sent to the Municipality (vehicle insurance certificates).

The payment of the insurance policies will be made in accordance with the provisions of Law 4261/2014 (Government Gazette 107/ýý /05-05-2014) and specifically of art. 169 par. 1, "The insurance coverage: Begins only with the payment of the entire premium due to the insurer, before which the delivery of the insurance policy to the insured or the policyholder is prohibited". Therefore, the Municipality

undertakes the obligation to pay the premiums due no later than 31/07/2025, the date of commencement of the insurance of its vehicles, while the delivery of the insurance policies by the contractor will take place immediately after the previous payment of the premiums. The contractor is obliged to issue and submit **an electronic invoice** in

accordance with law 4601/19. The invoice will be issued in compliance with the national format of the electronic invoice for public contracts, as defined in Joint Ministerial Decree 63446/02.06.2021. Based on paragraph 7 of article 5 of No. 98979 EX2021/10-8-2021 Joint Ministerial

Decree, an original supporting document **EXCLUSIVELY** and only for the control and payment of the expenses of Public Sector entities means the invoice in electronic format based on the European or National format. The electronic invoice will necessarily include: 1. the code number of the MAAHT (Register of Contracting Authorities for Electronic Invoicing), 2. the ADA of the undertaking, 3. the ADAM of the agreement, 4. the CPV code.

The above information will be included in the agreement.

Article 12 : Damages – Accidents

The contractor has the obligation and responsibility to take all necessary measures for the safety of the personnel he employs during the execution of the contract and to prevent damage - accidents to any persons or things. For accidents or damages that may occur to the contractor's personnel or any third party, the Municipality has no responsibility and the contractor has the exclusive

responsibilities, both civil and criminal, in accordance with the provisions of the relevant laws for these cases.

Article 13 : Amendment of a contract during its term

The contract may be amended based on the provisions of article 132 of Law 4412/16.

Article 14 : Reservations

The contractor is subject to all taxes, fees and legal deductions in force on the day of the tender, including all legal charges, in accordance with the provisions of the text. Vehicle insurance services **are not subject** to VAT in accordance

with section 1 of article 22 of Law 2859/2000 (VAT Code).

Article 15 : Dispute resolution

Any disputes between the Municipality and the contractor are resolved in accordance with the provisions of Laws 3463/06, 3852/10 and 4412/16, as well as any parallel relevant legislation in force.

Article 16 : Receipt of the subject matter of the contract - receipt of work

The proper execution of the service and receipt of the services is carried out by the competent committee in accordance with the provisions of article 219 of Law 4412/2016, which also draws up the relevant protocol. The provision of the contract service will be carried out in stages and in accordance with the actual needs that will arise and the instructions of the Cleaning Service. The certification - receipt of work by the acceptance committee of the Municipality of Byron for the contractor's work will be carried out in stages.

Article 17 Refusal of Services – Replacement – Sanctions

In the event of final rejection of all or part of the services provided, by decision of the contracting authority, its replacement with others that are in accordance with the terms of the contract may be approved, within a fixed period specified by this decision. If the replacement is made after the expiry of the total duration of the contract, the period specified for the replacement may not be longer than 25% of the total duration of the contract, and the contractor is subject to penalty clauses, in accordance with the provisions of article 218 of Law 4412/2016, as the case may be, for late delivery. If the contractor does not replace the rejected services within the period specified and once the total duration has expired, he is declared ineligible and subject to the sanctions provided for.

Article 18O : Monitoring of the Agreement

The contract will be monitored by an employee of the Cleaning Department of the Cleaning Directorate.

Article 19O : Other provisions

By signing the contract, the Contractor undertakes: a) to ensure the proper execution of the insurance services provided, b) that the insurance coverage provided and the insured funds are in accordance with the requirements, c) to diligently send the insurance policies to the Municipality of Byron.

The Contracting Authority does not assume any liability for any measures taken by any public authority and increases in any type of expenses, taxes, fees, etc. After signing the contract, the contractor has no right to assign its rights and obligations to any third party without the written consent of the Municipality.

THE DIRECTOR

CLEANLINESS

VASILAKAKOS DIMITRIS



HELLENIC REPUBLIC	SERVICE PROVISION
PREFECTURE OF ATTICA	BYRON MUNICIPALITY VEHICLE INSURANCE
MUNICIPALITY OF BYRON	2025-2026
CLEANLINESS DIRECTORATE	
VEHICLE OPERATION & MAINTENANCE DEPARTMENT	
Email: d.vasilakakos@dimosbyrona.gr	Study No. 3/2025

FINANCIAL OFFER FORM

no/no	Number Vehicle circulation	Vehicle Brand & Type	Category Vehicle	EXPENDITURE IN EUROS (€)
20.6253.0001 – Transport insurance premiums				
1 KHI 1799		MERCEDES 1828	Reply/no	
2 KHI 1800		MERCEDES 1828	Reply/no	
3 KHI 1241		DAF	Water carrier	
4 KHI 1242		DAF	Water carrier	
5 KHI 9551		DAF CF 85.430	Container transport truck HOOK LIFT	
6 KHI 5160		MERCEDES	Reply/no	
7 KHI 5161		MERCEDES	Reply/no	
8 KHI 5162		MERCEDES	Reply/no	
9 KHI 5163		MERCEDES	Reply/no	
10 KHI 5856		SUZUKI SWIFT	Passenger car	
11 KHO 3031		IVECO 150 AND 18	Truck	
12 KHI 5164		MERCEDES	Reply/no	
13 KHO 3495		MERCEDES 1520	Reply/no	
14 KHI 5870		HYUNDAI MOTOR	Passenger car	
15 KHI 1255		SUZUKI Jimny 1.3	Jeep passenger car	
16 KHI 1256		OPEL AG 6083 F7	Truck	
17 KHI 6224		MERCEDES 2051	Tractor Truck with Trailer. 6 wheels	
18 KHI 9673		CONTAINER WITH COMPRESSOR TYPE HAS 60	6-wheel trailer	
19 KHY 5561		SKODA FABIA	Passenger car	
20 KHI 8890		SKODA FABIA	Passenger car	
21 KHI 1995		MERCEDES 1523	Reply/no	

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22	KHI 9574	MERCEDES 1523	Reply/no	
23	June 1997	MERCEDES 1523	Reply/no	
24	KHI 1829	mitsubishi L 200002	Truck	
25	KHI 1830	mitsubishi L 200002	Truck	
26	IBY 0967	YAMAHA	Two-wheeler	
27	KHI 1348	MERCEDES 3335 S	Tractor Truck with Trailer. 6 wheels	
28	KHI 1384	MERCEDES 3335 S	Tractor Truck with Trailer. 6 wheels	
29	KHI 6525	MERCEDES 1318	Reply/no	
30	KHI 6524	MERCEDES 1318	Reply/no	
31	KHI 6543	DAF FA LF 45.220E 12271	Truck	
32	KHI 6544	DAF FA LF 45.220E 12271	Truck	
33	KHI 6903	OPEL AG 6083 F7	Truck	
34	KHI 6904	OPEL AG 6083 F7	Truck	
35	KHI 6946	FIAT IVECO 65 C 15	Reply/no	
36	KHI 6536	PIAGGIO PORTER MAXI	Truck	
37	KHI 6537	PIAGGIO PORTER MAXI	Truck	
38	KHI 6538	PIAGGIO	Truck	
39	KHI 6539	PIAGGIO S 85LP	Truck	
40	KHI 6540	PIAGGIO PORTER MAXI	Truck	
41	KHI 6541	PIAGGIO	Truck	
42	KHI 6542	PIAGGIO	Truck	
43	KHI 6545	PIAGGIO	Truck	
44	KHI 5855	SUZUKI SWIFT	Passenger car	
45	KTY 1393	MITSUBISHI FUSO CANTER 6S15	Truck	
46	KTY 2655	MERCEDES ATEGO 1524	Reply/no	
47	KTY 2656	MERCEDES ATEGO 1524	Reply/no	
48	KTY 2657	MERCEDES ATEGO 1524	Reply/no	
49	KTY 2658	MERCEDES ATEGO 1524	Reply/no	
50	KTY 2628	MERCEDES AROCS 2642	Container transport truck HOOK LIFT	
51	KTY 2636	MERCEDES AROCS 1830	Dump truck with crane	
52	KTY 4623	MAN TGS 18.480 4X4 BL SA	Tractor truck for towing Tow truck.	
53	TA 11082	CONTAINER WITH COMPRESSOR TYPE HAS 60	6-wheel trailer	
54	TA 11083	CONTAINER WITH COMPRESSOR TYPE HAS 60	6-wheel trailer	
55	KTY 4631	VOLVO FL 4X2 R	Reply/no	
56	WITHOUT A NUMBER	NEW VEHICLE PURCHASE for VALIDITY PERIOD CONS.	Reply/no	
57	WITHOUT A NUMBER	NEW VEHICLE PURCHASE for VALIDITY PERIOD CONS.	Reply/no	
			TOTAL	
20.6252.0001 – Project machinery insurance premiums				
58	ME 119092	HAKO citymaster 1200	Sweeper	

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59	ME 119091	NISSAN	Kalothoforo	
60	ME 117848	DAF	Washing machine	
61	No.PI.90005003 RAVO		Sweeper	
62	ME 119175	ýýýý citymaster 2000	Sweeper	
63	ME 70632	NISSAN ATLEON 165	Kalothoforo	
64	ME 82547	DAF JET 40EH	Washing machine	
65	ME 82084	BOBCAT S130	Shipper	
66	ME 82548	JCB 3CXSM4T	Backhoe Loader	
67	ME 113898	MAGIRUS	Fire engine	
68	ME 142481	RAVO 540 i-series STH (New Sweeper)	Sweeper	
69	ME 91971	BREMACH	Fire engine	
70	ME 98348	MAZDA	Fire engine	
71	ME 121288	FORD RANGER	Fire engine	
72	ME 157844	TOYOTA (HILUX)	Fire engine	
			TOTAL	
30.6253.0001 -Car insurance premiums				
73	KHI 5185	FORD	dump truck	
74	KHI 3451	MITSUBISHI L 200002	Truck	
75	KHI 6535	PIAGGIO PORTER MAXI	Truck	
			TOTAL	
90.6253.0001 - Municipal Transportation Insurance Premiums				
76	WHEN 7092	MERCEDES	Bus	
77	KHI 6937	MERCEDES	Bus	
78	KHI 6938	MERCEDES	Bus	
79	KHI 6939	MERCEDES	Bus	
80	KHI 6940	MERCEDES	Bus	
81	KHI 6941	MERCEDES	Bus	
82	KHI 6942	MERCEDES	Bus	
83	KHI 6943	MERCEDES	Bus	
84	KHI 6944	MERCEDES	Bus	
85	KHH 5209	MERCEDES	Bus	
86	KHH 5210	MERCEDES	Bus	
87	KHH 5214	MERCEDES	Bus	
88	KHH 5215	MERCEDES	Bus	
			TOTAL	
15.6253.0002 - Transportation insurance premiums (CHILDREN'S CENTERS)				
89	KHY 8688	FORD	School Bus	
90	KHI 1801	MERCEDES	School Bus	
91	KHI 1665	FIAT PUNTO	Passenger car	

			TOTAL	
TOTAL INSURANCE				

Place / Date

The Offeror

.....,

...../...../2025

(Signature – Seal)

ANNEX II – EUSR

Part I: Information on the procurement procedure and the contracting authority or entity Publication details

For procurement procedures

for which a contract notice

has been published in the Official Journal of the European Union, the information required in Part I is automatically retrieved, provided that the electronic service EIOPA has been used to complete the EIOPA. The relevant notice published in the Official Journal of the European Union is set out below.

Union:

Provisional EU notice number: number [], date [], page [] EU notice number []/S []

0-000000

0000/S 000-000000

If no contract notice has been published in the Official Journal of the European Union or if there is no obligation to publish there, the contracting authority or contracting entity must complete information allowing the procurement procedure to be unequivocally identified (e.g. reference to a publication at national level) Publication at national level:

(e.g. www.promitheus.gov.gr/ [yyyy yyyyyyyyyy yy yyyyyy]) In the case where

publication of a notice in the Official Journal of the European Union is not required, please provide other information allowing the procurement procedure to be unequivocally identified. Identity of the buyer

Official name:

MUNICIPALITY OF BYRON

VAT number, if available:

090296835

Website (if available): [https://](https://www.dimosbyrona.gr/)

www.dimosbyrona.gr/ City:

BYRON

Street and number:

Karaoli & Dimitriou 36-44 Postal

code:

European Single Contract Document (ESCD) 2

16233

Contact person: Telephone:

213008667/8/9

Fax:

E-mail:

promitheies@dimosbyrona.gr

Country:

GR

Information on the procurement procedure Title:

MUNICIPAL VEHICLE INSURANCE 2025-2026

Short description:

concerns the provision of services for the insurance of all means of transport and project machinery belonging to the

Municipality of Vyronas File reference number

assigned to the file by the contracting authority or contracting entity (if any):

370276

European Single Contract Document (ESCD) 3 Part II:

Information on the economic operator A: Information on the

economic operator Name: Street and number: Postcode:

City: Country:

Contact person:

Email:

Telephone: Fax: VAT

number, if any:

Website (if

any):

Is the economic operator a

very small, small or medium-sized

enterprise? Yes / No Is the economic operator a sheltered workshop Only in the case of

exclusive procurement: is the economic operator a

sheltered workshop, a "social enterprise" or does it provide for the performance of contracts under sheltered employment

schemes? Answer: ÿ Yes What is the corresponding percentage of disabled or disadvantaged workers?

%

If necessary, specify the category or categories to which the disabled or handicapped workers concerned belong.

-

ÿ No

If the relevant documentation is available electronically, please indicate:

ÿ Yes

Web Address

-

Accurate document references

-

Issuing Authority or Body

-

European Single Contract Document (ESCD) 4 ☐ No The economic

operator

is registered in a National (Pre)Selection System Where applicable, is the economic operator

registered in an official list of approved economic operators or holds an equivalent certificate [e.g. under a national (pre)selection system]? Answer:

☐ Yes Please indicate the name of the list or certificate and the relevant registration or certification number, where applicable:

-

If the registration certificate or certification is available electronically, please indicate:

-

Please indicate the supporting documents on which the registration or certification is based and, where applicable, the classification in the official list.

-

Does the registration or certification cover all the required selection criteria? Yes / No ☐ No Will the economic operator

be able to

provide

proof of payment of social security contributions and taxes or provide information enabling the contracting authority or contracting

entity to obtain it directly by accessing a national database in any Member State available free of charge? Yes / No If the relevant

documentation is available electronically, please indicate: ☐ Yes Internet Address

-

Accurate document references

-

Issuing Authority or Body

-

☐ No

The economic operator participates in the procedure together with other Economic Operators Does the

economic operator participate in the procurement procedure together with others? Answer: ☐ Yes European Single Contract Document (ESCD)

5 Indicate the

role of

the economic operator in the association (coordinator, responsible for

specific tasks...):

-

Identify the other economic operators jointly involved in the process

conclusion of a contract:

-

Where applicable, name of the participating association:

-

ÿ No If

the relevant documentation is available electronically, please indicate: ÿ Yes Internet

Address

-

Accurate document references

-

Issuing Authority or Body

-

ÿ No

Sections in which the economic operator

participates Where applicable, reference to the section or sections for which the economic operator wishes to submit a tender. Answer:

-

B: Information regarding the representatives of economic operator #1

Name:

Surname:

Date of birth: Place of birth:

Street and number:

Postcode: City: Country:

Telephone:

Email:

European

Single Contract

Document (ESCD)

6 Position/ Acting in capacity: C: Information on reliance on the

capacities of other entities Relies on capacities

of other entities Does the economic operator rely on the capacities of other entities in order to meet the

selection criteria set out in Part IV and the (if any) criteria

and rules set out in Part V below? Answer: ÿ Yes Name of the entity

-

Entity identity

-

Identity type

-

CPV codes

-

ÿ No If

the relevant documentation is available electronically, please indicate: ÿ Yes Internet Address

-

Accurate document references

-

Issuing Authority or Body

-

ÿ No D:

Information on subcontractors on whose capacity the economic operator does not rely Does not rely on the capacity of other entities Does the economic operator intend to subcontract any part of the contract to third parties? Answer:

ÿ Yes European Single Contract Document (ESCD) 7

Entity name

-

Entity identity

-

Identity type

-

CPV codes

-

ÿ No If

the relevant documentation is available electronically, please indicate: ÿ Yes Internet Address

-

Accurate document references

-

Issuing Authority or Body

-

ÿ No

European Single Contract Document (ESCD) 8 Part III: Exclusion grounds A: Grounds related to criminal convictions Grounds related to criminal convictions under the national provisions implementing the grounds set out in Article 57(1) of the Directive:

Participation in a criminal organization Has the

economic operator itself or any person who is a member of its administrative, managerial or supervisory body or has power of representation, decision-making or control therein been convicted by a final decision for one of the reasons listed in the relevant institutional framework, which was issued no more than five years ago or for which a direct exclusion period has been set that is still in force? Answer:

ÿ Yes

Date of conviction

..

Reason(s)

-

Identify who has been convicted

-

If specified directly in the conviction, duration of the period of exclusion and relevant point(s)

-

In the event of a conviction, has the economic operator taken measures to demonstrate its reliability despite the existence of a relevant reason for exclusion ("self-cleansing"); ÿ Yes Describe the measures taken

-

ÿ No

ÿ No If

the relevant documentation is available electronically, please indicate:

ÿ Yes

Web Address

-

Accurate document references

-

Issuing Authority or Body

-

ÿ No

European Single Contract Document (ESCD) 9 Corruption

Has the

economic operator itself or any person who is a member of its administrative, management or supervisory body or has powers of representation, decision-making or control therein been convicted by a final judgment for one of the reasons listed in the relevant institutional framework, which was issued no more than five years ago or for which a direct period of exclusion has been imposed which is still in force? Answer: ÿ Yes Date of conviction

..

Reason(s)

-

Identify who has been convicted

-

If specified directly in the conviction, duration of the period of exclusion and relevant point(s)

-

In the event of a conviction, has the economic operator taken measures to demonstrate its reliability despite the existence of a relevant reason for exclusion ("self-cleansing"); ☐ Yes Describe the measures taken

-

☐ No ☐

No If

the relevant documentation is available electronically, please indicate: ☐ Yes Internet

Address

-

Accurate document references

-

Issuing Authority or Body

-

☐ No

Fraud

Has the economic operator itself or any person who is a member of its administrative, management or supervisory body or has powers of representation, decision-making or control therein been convicted by a final judgment for one of the reasons listed in the relevant institutional framework, which was issued no more than five years ago or which directly imposed a period of exclusion that is still in force? European Single Contract Document (ESCD) 10 Answer: ☐ Yes Date of conviction

..

Reason(s)

-

Identify who has been convicted

-

If specified directly in the conviction, duration of the period of exclusion and relevant point(s)

-

In the event of a conviction, has the economic operator taken measures to demonstrate its reliability despite the existence of a relevant reason for exclusion ("self-cleansing")?

☐ Yes

Describe the measures taken

-

ÿ No ÿ

No If

the relevant documentation is available electronically, please indicate: ÿ Yes Internet

Address

-

Accurate document references

-

Issuing Authority or Body

-

ÿ No

Terrorist crimes or crimes related to terrorist activities

Has the economic operator itself or any person who is a member of its administrative, management or supervisory body or has powers of representation, decision-making or control therein been convicted by a final judgment for one of the reasons listed in the relevant institutional framework, which was issued no more than five years ago or for which a direct period of exclusion has been set that is still in force?

Answer: ÿ Yes Date of conviction

..

Reason(s)

European Single Contract Document (ESCD) 11

-

Identify who has been convicted

-

If specified directly in the conviction, duration of the period of exclusion and relevant point(s)

-

In the event of a conviction, has the economic operator taken measures to demonstrate its reliability despite the existence of a relevant reason for exclusion ("self-cleansing"); ÿ Yes Describe the measures taken

-

ÿ No ÿ

No If

the relevant documentation is available electronically, please indicate:

ÿ Yes

Web Address

-

Accurate document references

-

Issuing Authority or Body

-

ÿ No

Money laundering or terrorist financing Has the economic operator itself or any person who is a member of its administrative, management or supervisory body or has powers of representation, decision-making or control therein been convicted by a final judgment for one of the reasons listed in the relevant institutional framework, which was issued no more than five years ago or for which a direct exclusion period has been set that is still in force? Answer: ÿ Yes Date of conviction

..

Reason(s)

-

Identify who has been convicted

-

If specified directly in the conviction, duration of the period of exclusion and relevant point(s)

-

European Single Contract Document (ESCD) 12 In the event of a conviction, has the economic operator taken measures to demonstrate its reliability despite the existence of a relevant ground for exclusion ("self-cleansing"); ÿ Yes Describe the measures taken

-

ÿ No ÿ

No If

the relevant documentation is available electronically, please indicate: ÿ Yes Internet

Address

-

Accurate document references

-

Issuing Authority or Body

-

ÿ No

Child labor and other forms of human trafficking

Has the economic operator itself or any person who is a member of its administrative, management or supervisory body or has powers of representation, decision-making or control therein been convicted by a final decision for one of the reasons listed in the relevant institutional framework, which was issued no more than five years ago or for which a direct exclusion period has been set that is still in force? Answer:

ÿ Yes

Date of conviction

..

Reason(s)

-

Identify who has been convicted

-

If specified directly in the conviction, duration of the period of exclusion and relevant point(s)

-

In the event of a conviction, has the economic operator taken measures to demonstrate its reliability despite the existence of a relevant reason for exclusion ("self-cleansing"); ÿ Yes Describe the measures taken

-

European Single Contract Document (ESCD) 13 ÿ No ÿ No If the relevant

documentation is available electronically, please indicate: ÿ Yes Internet Address

-

Accurate document references

-

Issuing Authority or Body

-

ÿ No

B: Reasons related to the payment of taxes or social security contributions Payment of taxes or social security

contributions: Payment of taxes The economic operator has outstanding

obligations regarding the

payment of taxes, both in

country in which it is established as well as in the Member State of the contracting authority or contracting entity, if different from the

country of establishment? Answer: ÿ Yes Country or Member State in question

-

Amount involved

-

By other means? Please specify: ÿ Yes

Please

specify:

-

The economic operator has fulfilled its obligations, either by paying

the taxes or social security contributions owed, including, where applicable, accrued interest or fines, or being subject to a binding arrangement for their payment?

ÿ Yes

Describe the measures taken

-

ÿ No

European Single Contract Document (ESCD) 14 ÿ No

Is this decision final and binding? ÿ Yes Date of conviction

..

In the event of a conviction, if directly specified therein, the duration of the period of exclusion:

-

ÿ No ÿ

No If

the relevant documentation is available electronically, please indicate: ÿ Yes Internet

Address

-

Accurate document references

-

Issuing Authority or Body

-

ÿ No

Payment of social security contributions Does the

economic operator have any outstanding obligations regarding the payment of social security contributions, both in the country in which it is established and in the Member State of the contracting authority or contracting entity, if other than the country of establishment? Answer:

ÿ Yes

Country or Member State concerned

-

Amount involved

-

By other means? Please specify: ÿ

Yes

Please specify:

-

The economic operator has fulfilled its obligations, either by paying the taxes or social security contributions due, including, where applicable, accrued interest or

finances, or subject to a binding settlement for their payment? ÿ Yes European Single Contract Document

(ESCD)

15

ÿ Yes

Describe the measures taken

-

ÿ No

ÿ No

Is this decision final and binding? ÿ Yes Date of conviction

..

In the event of a conviction, if directly specified therein, the duration of the period of exclusion:

-

ÿ No

ÿ No

If the relevant documentation is available electronically, please indicate:

ÿ Yes

Web Address

-

Accurate document references

-

Issuing Authority or Body

-

ÿ No

C: Reasons related to insolvency, conflict of interest or professional misconduct Information on possible insolvency, conflict of interest or professional misconduct Breach of obligations in the field of labour law Has the economic operator, with its knowledge, breached its obligations in the fields of labour law? Answer:

ÿ Yes

Describe the measures taken

-

European Single Contract Document (ESCD) 16 In the event

of a conviction, has the economic operator taken measures to demonstrate its reliability despite the existence of a relevant ground for exclusion ("self-cleansing"); ÿ Yes Describe the measures taken

-

ÿ No

ÿ No

If the relevant documentation is available electronically, please indicate:

ÿ Yes

Web Address

Accurate document references

Issuing Authority or Entity ÿ

No D:

Other grounds for exclusion which may be provided for by the national law of the Member State of the contracting authority or entity No criteria have been selected in this section

European Single Procurement Document (ESPD) 17 Part IV:

Selection criteria a: General indication of all selection criteria

As regards the selection criteria (section a or sections A to D of this part), the financial entity declares that: It

meets all the required selection criteria Answer: ÿ Yes

European

Single

Contract Document (ESCD) 18 Expiration Part VI: Final

declarations I, the undersigned,

solemnly declare that the information I have provided in accordance with Parts II to V above is accurate and correct and that I am fully aware of the consequences in case of serious false declarations. I, the undersigned, solemnly declare that I am able, upon request and

without delay, to produce the certificates and other forms of documentary evidence referred to, unless: (a) the contracting authority or contracting entity is able to obtain the relevant supporting documents directly by accessing a national database in any

Member State where this is available free of charge [provided that the economic operator has provided the necessary information (web address, issuing authority or body, precise reference of the documents) enabling the contracting authority or contracting entity to do so] or (b) the contracting authority or contracting entity is already in possession of the relevant documents by 18 October 2018 at the latest (depending on the national implementation of the second subparagraph of Article 59(5) of Directive 2014/24/EU). I, the undersigned, hereby give my consent to the contracting authority or contracting entity, as defined in Part I, Section A, to obtain access to supporting documents of the information submitted in Part III and Part IV of this European Single Procurement Document for the purposes of the procurement procedure, as defined in

Part

I.

Date, place and, where requested or required, signature(s): Date Place

Signature