

SECTION I

INSTRUCTIONS TO BIDDERS

Inquiry No: 748/17

ΤΕΥΧΟΣ ΣΕ ΔΗΜΟΣΙΑ ΔΙΑΒΟΥΛΕΥΣΗ

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ΤΕΥΧΟΣ ΣΕ ΔΗΜΟΣΙΑ ΔΙΑΒΟΥΛΕΥΣΗ

1. INTRODUCTION

The HELLENIC GAS TRANSMISSION SYSTEM OPERATOR (DESFA) S.A., hereinafter referred to as well as CLIENT or OWNER, invites eligible Bidders to submit a Bid for the **Inquiry No 748/17**:

Title : **BASIC ENGINEERING DESIGN AND RELATED STUDIES FOR THE INSTALLATION OF A NEW SEND-OUT BOG COMPRESSOR UNIT AT REVITHOUSSA LNG TERMINAL**

Budget : **320.000,00€**, plus V.A.T.

Time Schedule : Four (4) months from the COMMENCEMENT DATE

The Tender shall be carried out via the tenderONE e-tendering platform provided by cosmoONE (www.marketsite.gr) (hereinafter also referred to as "the System").

1.1 Eligible Bidders should be:

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

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

- 1.2 To facilitate bidding and Bid evaluation, the documents enclosed shall reflect the form of the CONTRACT which will be entered into by DESFA and the successful Bidder, hereinafter referred to as well as ENGINEER.
- 1.3 The Bidders shall submit the documents according to all instructions given in this document.
- 1.4 Alternative Bids cannot be submitted and if submitted shall not be taken into consideration.
- 1.5 In these Instructions to Bidders, reference to the Inquiry Documents shall mean reference to the documents listed in Article 10 of present document.
- 1.6 The publishing expenses of this Inquiry in two daily financial newspapers, with a sum of €, plus V.A.T. shall be borne by the successful Bidder. Before the payment of the first invoice issued by the successful Bidder, an amount equal to the aforementioned expenses shall be paid to DESFA.
- 1.7 All direct and indirect costs of any nature for the preparation of the Bid by the Bidders, including costs associated with attending pre-Bid meeting(s), participating in site visits and clarification meetings etc. shall be at Bidder's own cost.
- 1.8 Not applicable.

- 1.9 Words in capital letters in the Inquiry Documents have the meaning assigned to them in Article 2 of SECTION: "Terms and Conditions".

2. APPLICABLE LEGISLATION

- 2.1 Present INSTRUCTIONS TO BIDDERS and relevant Inquiry Documents.

DESFA's Regulation for Procurement of Supplies and Services (available at DESFA's web address: www.desfa.gr).

Law N. 4412/2016 (Government Gazette 147 A' /08.08.2016), Book II.

- 2.2 Article 4 par. 3 of Law N. 4013/2011 in conjunction with Ministerial Decision no 5143/2014 (Government Gazette 3335 B' /11.12.2014) as applicable, regarding the mandatory contribution in favour of the Hellenic Single Public Procurement Authority.

Article 350 par. 3 of Law 4412/2016 in conjunction with Common Ministerial Decision no 1191/2017 (Government Gazette 969 B' /22.03.2017) as applicable, regarding mandatory contribution in favour of the Remedies Review Authority.

- 2.3 Any other regulations, interpretive circulars or other in connection or authorised by the above mentioned, even if not stated herewith.
- 2.4 Procedure for settlement of disputes during Tender is governed by Law 4412/2016 (Government Gazette 147 A' /08.08.16), Book IV.
- 2.5 Any dispute shall be subject to the exclusive jurisdiction of the Law Courts of Athens.

3. SCOPE OF SERVICES

- 3.1 The SERVICES, which this Inquiry refers to, pertain to the Basic Engineering Design and related studies for the installation of a new Send-Out Boil Off Gas (BOG) Compressor Unit at Revithoussa LNG Terminal. The SERVICES are described in detail in SECTION: "Scope of Services".
- 3.2 Not Applicable.
- 3.3 The Terms & Conditions of the Contract to be entered into with the successful Bidder (hereinafter "CONTRACT") are further provided in SECTION: "Terms and Conditions".
- 3.4 ENGINEER shall provide Engineers for the SERVICES under this CONTRACT as described in Article 15 here below.
- 3.5 DESFA reserves the option to increase the SERVICES up to thirty percent (30%) of the CONTRACT PRICE, by adding services, similar to those described in the Tender documents. This DESFA's option shall be effected either by Variation Order or through Supplementary Contract with the successful Bidder with the same terms, prices and rates as those of the present Tender (CONTRACT) and the scope of the option shall cover additional SERVICES.
- 3.6 Said option is expected to be exercised within four (4) months from the CONTRACT Signing Date.

4. COMMUNICATION - APPLICABLE LANGUAGE

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

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

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

- 4.2 Unless otherwise mentioned in the Inquiry Documents, the Bidders may contact DESFA concerning matters that regard the present Tender exclusively via the tenderONE e-tendering platform (www.marketsite.gr). The time that each Bidder contacts DESFA via the System will be automatically confirmed by the System through electronic time stamping. Any communication carried out by any means other than the above, shall not be taken into consideration.

- 4.3 The Inquiry Documents may be accessed by any interested party through the tenderONE e-tendering platform, by selecting the folder of the in subject Inquiry.

Access to the System shall be provided by granting the relevant credentials (username, company code and password). Credentials shall be granted after the registration in the System (unless the participant has already passwords for the e-tendering application).

Registration in the System is free of charge and carried out by filling in the required information at the URL www.cosmo-one.gr/register and accepting the terms of use of the System. After submitting a registration request, the party concerned shall receive the relevant passwords. The user must change the temporary personal password provided by the System with a different password of his choice. If a user loses the password, he shall contact cosmoONE via the registration System for having his password replaced.

- 4.4 Not Applicable.

5. BID CONTENTS

- 5.1 The Bid must be submitted electronically, via the tenderONE e-tendering platform provided by cosmoONE (www.marketsite.gr).

- 5.2 The Bid shall be digitally signed by the person duly authorised to act on behalf of the Bidder. That person must have an approved advanced electronic signature in accordance with par. 3 of Article 8 of Joint Ministerial Decision no 117384/26-10-2017 (Government Gazette 3821 B/ 31-10-2017), granted by a certified digital signature provider.

- 5.3 The electronic Bid must contain two (2) separate envelopes (A, B) as follows:

I ENVELOPE A - Authorisation Documents and Technical Offer (Contents Unpriced)

This envelope shall include all documents specified in Art. 14 herein.

These documents shall be submitted in a Portable Document Format (PDF) file type.

II ENVELOPE B - Financial Offer (Contents Priced)

This envelope shall include all documents specified in Art. 16 herein. These documents shall be submitted in a Portable Document Format (PDF) file type.

NOTES:

- a. **The documents in each Envelope (A, B) as above shall be submitted by the Bidder electronically in a Portable Document Format (PDF) file type and, if drawn up by the Bidder, they shall be digitally signed with an approved advanced electronic signature, in accordance with par. 3 of Article 8 of Joint Ministerial Decision no 117384/26-10-2017 (Government Gazette 3821 B'/ 31-10-2017), granted by a certified digital signature provider.**
- b. In addition to the above, within three (3) working days from electronic submission of the above Envelopes, the Bidder shall submit, in printed form and in a sealed envelope, the documents that are specified in Article 14.13 herein.
- c. DESFA may, at any time during the tender procedure, request from the Bidders to submit within a reasonable deadline in printed form, original or certified copies of all or some of the documents and data that they have submitted electronically.

5.4 Not Applicable.

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

6. BID SUBMISSION

6.1 Bids shall be submitted via the tenderONE e-tendering platform (www.marketsite.gr) not later than **12:00** hrs. of **..../..../2018**, which is the final deadline (**Bid Due Date**) for the receipt of Bids.

An electronic bid submission receipt shall be issued via the above electronic platform and sent to the Bidder by e-mail.

Bid submission time shall be automatically confirmed by the System through electronic time stamping.

6.2 Overdue Bids (Bids submitted later than the specified time on the specified date above) shall not be accepted by the System.

7. VALIDITY OF BIDS

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

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

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

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

- 8.1 Comments, qualifications, deviations, exceptions, etc., (if any) regarding technical matters shall be included in a list, duly signed by the Bidder, submitted as a separate part of the Bid (Envelope A - see Article 14 here below), for consideration by DESFA. However, comments, deviations, exceptions etc., lowering the quality and/or safety level in part or in whole, will not be accepted, as per article 17 here below.
- 8.2 For comments, qualifications, deviations, exceptions, etc. which are included in the above list of Envelope A, the procedure described in Article 17 here below shall apply.
- 8.3 For the purpose of the Inquiry, all Bidders' comments, qualifications, deviations, exceptions, etc, in relation to any term or condition of the Inquiry Documents related to technical matters, shall be called, hereinafter, Deviations.

9. GUARANTEES

- 9.1 In order to participate in this Tender, each Bidder must deposit, **subject to Rejection of the Bid**, at the time of Bid submission, to be included in Envelope A, a Participation Guarantee Letter, **equal to six thousand four hundred (€ 6.400) EURO, valid for at least one (1) month more than the minimum validity period of the Bid specified in Article 7 hereabove, i.e. valid for nine (9) months as from the Bid Due Date.**
- 9.2 The Participation Guarantee Letter shall be addressed to the HELLENIC GAS TRANSMISSION SYSTEM OPERATOR (DESFA) S.A. and shall be in accordance with the attached Annex 2 Form. Any deviation or omission might lead to the rejection of the Bid.
- 9.3 The Participation Guarantee Letter of the Bidder, to whom a CONTRACT will be awarded, will be returned after the receipt of a Performance Guarantee upon signing the relevant CONTRACT. The Participation Guarantee Letters of the other Bidders shall be returned after the signing of the aforementioned CONTRACT between DESFA and the successful Bidder, except in case of rejection of the Envelope A of a Bidder's Offer, for which the Participation Guarantee Letter of the Bidder shall be returned after the final rejection of the Offer by DESFA.
- 9.4 A Performance Bond of five percent (5%) of the CONTRACT Price, covering the entire Guarantee Period (as this is defined in the CONTRACT), shall be required from the Bidder to whom the CONTRACT will be awarded, prior to the signing of the CONTRACT. The Performance Bond shall be addressed to the HELLENIC GAS TRANSMISSION SYSTEM OPERATOR (DESFA) S.A. and shall be in full accordance

- with the APPENDIX C1 Form of the attached SECTION: "TERMS & CONDITIONS".
- 9.5 In case the aforementioned (in paragraph 9.3) Bidder does not present himself to sign the CONTRACT and/or fails to sign it without reservation, as stated in Article 18 herebelow, and/or fails to submit the required Performance Bond, then the relevant Participation Guarantee Letter shall be completely forfeited in favour of DESFA as a penalty expressly stipulated hereby, irrespectively of whether DESFA has sustained or not any damages or loss; the same shall apply for any Bidder, in case any such Bidder withdraws and/or modifies (by its own initiative) his Bid, after the Bid due date and prior to the expiration of the period of validity (see Article 7 hereinabove) of said Bid.
- 9.6 In the case DESFA requests the extension of the validity of their Bids as per Article 7 hereabove, the Bidders must also extend the validity of the Participation Guarantee Letter. If a Bidder refuses or fails to comply with such a request, then said Bidder shall be considered as having waived all its rights in connection with the Inquiry.
- 9.7 All Letters of Guarantee must be issued by a bank, legally operating in any member-state of the E.U. or the European Economic Area (E.E.A) or in a member-state of the Government Procurement Agreement of the World Trade Organization, as ratified by Law N. 2513/1997 (Government Gazette A' 139), entitled as such in accordance with applicable legislation, or by TMEDE. The Letters of Guarantee will be issued in Greek or in English language.

10. INQUIRY DOCUMENTS AND ORDER OF PRECEDENCE

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

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

11. ASSOCIATIONS - JOINT VENTURES - CONSORTIA

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

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

Registration in the System at least by the Leader of the J/V shall be a prerequisite for Bid submission by a J/V.

The Bid must be submitted by the Leader of the J/V and shall comply with the following requirements:

- 11.1 The Bid shall be digitally signed either a) by all members of the J/V, or b) by the J/V's common Legal Representative.
- 11.2 A J/V agreement that has been or which is intended to be entered into by the members of a J/V digitally signed by all the J/V members shall accompany the Bid.

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

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

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

- the Leader of the J/V should be a company with a minimum interest of fifty percent (50%) in the J/V.

12. **BID OPENING PROCEDURE**

- 12.1 Upon expiry of the Bid submission time limit, the Inquiry Committee appointed by DESFA will open the Bids electronically on **12:30 hrs** of the **Bid due Date**, using unique codes to be provided by the System.

Representatives of Bidders participating in the Bid may attend the opening of Envelopes (A, B) if they so wish, at the following address:

HELLENIC GAS TRANSMISSION SYSTEM OPERATOR (DESFA) S.A.
357-359 Messogion Ave.,
GR 152 31 - HALANDRI, ATHENS
GREECE

Bid evaluation shall follow the procedure stated here below in two (2) separate and distinct stages:

- Evaluation of the contents of Envelopes A
- Evaluation of the contents of Envelopes B

- 12.2 The Inquiry Committee shall open Envelopes A electronically, via the System, and shall record the contents.

The Inquiry Committee reserves the right to request via the System from the Bidders to clarify the documents submitted or to submit supplementary or supporting documentation in relation to Envelope A, according to article 310 of Law 4412/2016. Bidders shall reply electronically, via the system, not later than seven (7) days from

receipt of said request. Any clarification or supplementary document/information not requested by DESFA shall not be taken into consideration.

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

- 12.3 Following the completion and announcement of the evaluation of Envelopes A, electronically, via the System, the Inquiry Committee shall open Envelope B only for the Bids which have been so far accepted, using unique codes to be provided by the System. The Inquiry Committee will inform, via the System, the relevant Bidders as to the place and time of opening of Envelopes B.

The Inquiry Committee reserves the right to request the Bidders, via the System, the submission of any clarification in relation to Envelope B, according to article 310 of Law 4412/2016. Bidders shall reply in writing not later than seven (7) days from receipt of said request.

- 12.4 The System shall not allow opening of unopened electronic Envelopes submitted by Bidders whose Bids have not been accepted. The Participation Guarantee Letter will be returned against receipt to the Bidders whose Bids have not been accepted. No other documents in paper form, if any, of Bids that have not been accepted shall be returned.

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

13. ADVANCE PAYMENT

After signing the Contract, as per provisions of article 18 hereof, the successful Bidder is entitled to an interest bearing advance payment, as stipulated in the attached SECTION: "Terms and Conditions".

14. CONTENTS OF Envelope A

Envelope A shall contain the following documents, in sequential order as follows.

A.1. LEGALIZATION DOCUMENTS

14.1.1 Participation Guarantee Letter

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

14.1.2 Statement

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

- The Bidder has studied all the terms of the Inquiry and that he fully accepts all terms contained in the Inquiry Documents as well as the terms of use of the System and the electronic procedure of the Tender, with no reservations whatsoever.
- All submitted data and information contained in their Bid are true and genuine.

- There are no reasons contributing to exclusion of Bidder's participation in the present Tender, as detailed in Annex 4 herein.
- The Bidder or each J/V member shall submit, following the reception of a Letter of Intent (as per the provisions of article 18.1 hereof), documents referring to judicial records, social security and tax obligations etc, as detailed in Annex 4 herein.

14.1.3 Contacting information

The Bidder's representative Name, e-mail and Fax Number.

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

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

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

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

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

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

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

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

14.2.3 Joint Ventures (J/V):

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

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

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

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

14.4 to 14.6 Not Applicable.

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

14.8 References from Banking Institutions concerning the financial status and credit (including both credit capacity and guarantee letters) of the Bidder for a minimum amount of forty thousand (€40.000) EURO. In case of a J/V, said banking references should be covered by the members of the J/V cumulatively.

A.2. TECHNICAL EXPERIENCE DOCUMENTATION

14.9 Bidder's Profile

Documents indicating the profile, structure, organization and infrastructure of the Bidder, or in the case of a J/V each of its members, with regard to Basic Design Services.

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

14.10 Bidder's General Experience:

- a. List of Contracts demonstrating Bidder's, or in the case of J/V of each of its members, overall experience in Basic Engineering Design and/or Front End Engineering Services and/or Detailed Design, concerning Cryogenic Installations and Utility Systems of regasification LNG Terminals executed successfully during the last eight (8) years, stating analytically:

- i) description of the Engineering Services (Contract Scope)
 - ii) name of the Client with reference person for communication
 - iii) Contract number/type/date of signing
 - iv) Short technical description of the Project according to the Contract
 - v) Initial and final Contract price
 - vi) Planned and actual completion period
 - vii) The participation interest (%) in the J/V (if applicable)
- b. List of Bidder's Contracts, or in the case of a J/V of each of its members, similar Contracts as above currently under execution, stating analytically the aforementioned information (as per 14.10 above) as well as the un-executed part for each Contract (in terms of progress/cost) at the Bid submission date.

Note on 14.10 a and b:

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

c. Minimum Experience Requirements

Subject to rejection of the Bid, the Bidder must have successfully completed within the last eight (8) years solely as an Engineer or as a member of a J/V Engineer with a minimum participation interest of 25% in such Joint Venture at least:

- one study (Basic Engineering Design or FEED) at least reached the stage of submission of final study deliverables

OR

- the Review of Detailed Engineering Design at least reached the stage of Review of "as built" documents

of Cryogenic Installations and Utility systems of a regasification LNG Terminal with a final normal (Sustainable Maximum Send Out Rate - SMSR) send out capacity of at least 1000 m³/h LNG.

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

In the case of a J/V, this minimum requirement as above, must be satisfied at least by the Leader of the J/V.

14.11 Bidder's Quality Management System:

Subject to rejection of the Bid, the Bidder, or in case of a J/V each of its members, shall submit a Management System Quality Assurance Certificate according to ISO 9001 or equivalent Certificates or evidence of equivalent management quality assurance, as stated in Article 81 of the European Directive 2014/25/EU, valid at the time of Bid submission.

A.3. ADDITIONAL DOCUMENTATION IN CASE THAT THE BIDDER RELIES ON PARTICULAR RESOURCES OF OTHER ENTITIES

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

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

- 14.12.1 a. A Statement digitally signed by the Legal representative of such Other Entity that all submitted data and information are true and genuine.
- b. Duly certified J/V agreements or articles of Association valid, according to the legislation of the country of registration and the documents mentioned in article 14.2.1.i.
- c. The statement under subparagraph 14.1.2 (as per Annex 4, SECTION: "Instructions to Bidders") of present article, where the term "Bidder" is substituted by the term "Other Entity".
- d. In addition:
- In case the Bidder relies on and uses the economic and financial capacity of Other Entities, the duly certified documents described in paragraph 14.7 and 14.8 of present article,
 - In case the Bidder relies on and uses the technical or/and professional capacity of Other Entities, the duly certified documents described in paragraphs 14.3, 14.9, 14.10 and 14.11 of present article,
- where the term "Bidder" is substituted by the term "Other Entity".

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

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

14.12.3 Digitally signed binding agreement between the Bidder and such Other Entity proving the commitment for provision of resources.

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

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

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

14.13 **IMPORTANT NOTICE:**

Subject to rejection of the Bid, the Bidder must submit to DESFA, within three (3) working days from electronic submission of the above Envelope A' documents, the original Participation Guarantee Letter in paper format, in a sealed envelope.

A.4. TECHNICAL OFFER (Contents Unpriced)

14.14 Bidder's organizational Structure

- a. Organization chart for the execution of the SERVICES.
- b. A description of the proposed duties and responsibilities of all key positions included in the Organizational Structure.
- c. The Bidder shall submit a list of Subcontractors (if any) for the elaboration of any parts of the services. The list shall be accompanied by the Subcontractors' proposed scope of services and full details on the experience and activities of these Subcontractors, similar to those mentioned in paragraphs 14.14 a, b here above.
- d. A statement digitally signed by Bidder that after CONTRACT award, the Sub-Contractor(s) identified shall not be removed or replaced without the prior written approval of DESFA.
- e. The venue(s) where the Engineering services shall be performed.
- f. In case that Bidder uses the technical or/and professional capacity of Other Entities, personnel belonging to the Other Entity or having the technical or/and professional capacity shall be included in the Organization chart

Subject to rejection of the Bid:

- **In the case of a J/V, the Leader shall cover at least the following positions:**
 - **Engineering Manager**
 - **Process Manager**
 - **Mechanical Manager**
- **In the case that Bidder relies on and uses the technical or/and professional capacity of Other Entities, the Other Entities shall cover at least the above positions.**

14.15 Profile of the key personnel

The Bidder shall submit a List of the Key Personnel accompanied by detailed CVs, including those of the main Subcontractors proposed by the Bidder to be dedicated for the execution of the SERVICES.

Key Personnel shall include at least: Project Manager, Engineering Manager, Process Manager, Mechanical Manager, Safety Manager, Environmental Manager, QA/QC Manager, Design Coordinator Engineer, Civil Engineer, Electrical Engineer, Instrumentation Engineer, Telecom Engineer and Planner Engineer.

Additionally, a digitally signed statement by the Bidder shall be submitted, a) stating that the personnel nominated in the Bid for the SERVICES, shall remain the same till completion of CONTRACT and b) clarifying the legal relation and the type of engagement with nominated personnel.

Substitution of the nominated personnel is not allowed unless their cooperation (legal relation between successful Bidder and nominated personnel) is terminated. Only substitutes with the same or higher qualifications as the Key Personnel of the Bid can be accepted. Substitution will be effected only after prior DESFA's written approval.

14.16 Bidder's proposal for the use of relevant Hardware and Software

Bidders shall provide details of the hardware and software that will be used in the elaboration of the Engineering services.

14.17 QUALITY MANAGEMENT SYSTEM:

The Bidders should demonstrate that they apply an efficient and effective Quality Management System that allows them to provide the services according to DESFA's Requirements.

The Bidders shall submit a sample Quality Manual and a Quality Plan for the specific PROJECT in the Tender, which should demonstrate the Quality System the Bidder intends to apply throughout the execution of the SERVICES.

The sample Quality Plan shall represent a detailed breakdown of all activities for the provided SERVICES. For each one of these activities the following fields shall be clearly identified:

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

The SERVICES Quality Manual shall have the structure dictated by ISO 9001 or equivalent Certificate or evidence of equivalent quality assurance measures and shall adequately cover the following issues:

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

The successful Bidder (ENGINEER) shall perform all his activities within a framework of his own Quality System which shall meet the requirements of DESFA'S

Specification QA-SPC-001 of SECTION "Scope of Services" and the standards of ISO 9001 or equivalent Certificate or evidence of equivalent quality assurance measures.

14.18 SERVICES Execution Plan:

a. Time Schedule

The Bidder should provide a detailed time schedule for the elaboration of the Basic Design and related studies, in the form of a Bar Chart, showing critical milestones, interfaces between disciplines within Bidder's organization and interfaces with external parties, Subcontractors etc., and descriptive information for the execution of the SERVICES, covering all aspects of the Basic Design and related studies.

The time limits shown in TIME SCHEDULE (Appendix B of SECTION "Terms and Conditions") should be strictly followed.

b. Detailed description of SERVICES Execution Plan

The Bidder should provide comprehensive detailed technical descriptions for the provision of the SERVICES, allowing a complete technical evaluation of Bidder's proposal.

c. List of all documents and drawings that Bidder will issue during the Basic Design and related studies elaboration, as per the deliverables included in SECTION: "Scope of Services".

14.19 Submission of Deviations list digitally signed as per NOTE 1 here in below.

14.20 Any other information further explaining the Bidder's Technical Information.

General Notes:

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

IMPORTANT NOTE:

It is hereby clarified that Bidder's Technical Data contained in Envelope A shall be reviewed by DESFA solely for the purpose of Bid's evaluation. This review can in no way be interpreted as DESFA's acceptance of the Bidder's Technical Offer. The Services as per the Contract to be signed with the successful Bidder (Engineer) shall be executed, tested and completed as per DESFA's instructions described in the technical part of the Inquiry/Contract Documents.

15. Not applicable.

16. CONTENTS OF Envelope B

16.1 Envelope B must contain the following documents:

- A. **BID LETTER** (as per Annex 1 attached herewith), digitally signed by the Bidder.
- B. **Price Schedule** (as per Annex 3 attached herewith), filled-in and digitally signed by the Bidder.
 - All quoted prices shall be expressed in EURO
 - Offer Prices quoted in the Price Schedule should be in strict accordance with the Inquiry Documents.
 - Quoted CONTRACT PRICE shall include any cost for execution of the SERVICES described in the Inquiry Documents, including ENGINEER's profit.
 - Any withholding tax, duty or mandatory contributions to public authorities or institutions shall be included in the offered price, with the explicit exception of the Value Added Tax (VAT).

16.2 The Bidder shall digitally sign the contents of Envelope B as provided in the Inquiry Documents.

16.3 In case any deviation from DESFA'S requirements is contained in Bidder's Envelope B, which is not mentioned in the relevant list as per Art. 8 and 14 hereinabove, DESFA reserves the right to reject the Bid.

16.4 Omission by the Legal Representative of the Bidder to place a digital signature in the contents of Envelope B, as provided for in the Inquiry documents, shall be a **reason for rejection of the Bid**.

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

17. EVALUATION PROCEDURE

Evaluation of the Bids shall be performed as follows:

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

17.2 Bids shall be rejected if:

- It appears from the Envelope A that the Bidder does not have the know-how or the experience and generally the technical and/or the financial capacity for executing the CONTRACT.
- The Bidder has committed any serious professional misdeed which can be verified by any means by DESFA.
- The Bidder has provided, at any stage of the Inquiry, false information.

- The Bid is not precise enough to the point that it is impossible to establish with certainty what is offered against which price, or the Bid is not responsive or the offer price is unreasonably low.

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

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

17.4 In case a deviation is contained in the contents of Envelope A and such deviation is not mentioned in the list of deviations as per Art. 8 and 14 hereinabove, then DESFA reserves the right to consider that this constitutes a case of submission of false information and to reject the Bid.

17.5 TECHNICAL EVALUATION

Based on the data submitted with Technical Offers contained in Envelope A, Bidders' Technical Offers shall be evaluated as follows:

The items set out in the table here below, will be used for the Technical Evaluation of the Bids based on submitted information contained in the Technical Offers.

The grading and evaluation procedure set out here below shall be strictly followed.

| ITEM No | ITEM | GRADE* |
|---------|--|--------|
| 1 | Bidder's organizational Structure, Profile of the key personnel, use of relevant Hardware and Software and Quality Management System, as clauses 14.14, 14.15, 14.16 & 14.17 | |
| 2 | Detailed description of SERVICES Execution Plan as clause 14.18 | |

(*) Grade shall be given on a 10 point scale (i.e. 100, 90, 80, etc.), where the value 100, 70, 30 and zero represent the following:

- 100** : Items for which the Technical Offer is fully documented, in full accordance with the Inquiry requirements, or better.
- 70** : Items for which the Technical Offer is complete and satisfactory in major issues of the Inquiry requirements. Minor omissions do not affect the SERVICES and are upgradeable.
- 30** : Items for which the Technical Offer is incomplete in major issues
- 0** : Items for which the Technical Offer is not acceptable.

REASON FOR REJECTION OF THE BID:

During the Technical Evaluation phase, the Technical Offers are rejected if the Bidder's Grade in any of the two items is less than seventy (70)

17.6 FINANCIAL EVALUATION

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

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

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

IMPORTANT NOTE:

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

17.7 DESFA reserves the right not to award the CONTRACT as a result of this Inquiry, or to repeat the Inquiry or any phase of it or cancel the Inquiry or proceed otherwise according to applicable law, without any obligation to the Bidders.

17.8 The evaluation of the Bids will be concluded with the (written) approval of its results by DESFA and then, the results shall be announced electronically, via the System.

18. AWARD-CONTRACT SIGNATURE

18.1 The successful Bidder will receive electronically, via the System, a Letter of Intent.

The successful Bidder upon receipt of said Letter of Intent:

- shall notify DESFA electronically, via the System, of its acceptance without any reservation, not later than two (2) working days as from its receipt,
- shall submit electronically, via the System, to DESFA all documents that are detailed in Annex 4 for the Bidder and for the Other Entity (if applicable) referred to in article 14.1.2 , not later than ten (10) working days as from its receipt.

Following said acceptance and the submission by the successful Bidder, of above documents, the successful Bidder will receive electronically, via the System, a Letter of Award issued by DESFA.

18.2 The CONTRACT will be signed as soon as said Bidder submits to DESFA the following documents, which documents in any case should be submitted not later than ten (10) working days from the day of receipt of Letter of Award by the successful Bidder:

- A. Minutes of the successful Bidder's (or in case of a J/V from each of its members) Board of Directors, or other competent decision making body of successful Bidder, duly signed, and stating:
- (i) Their decision to accept the CONTRACT award.
 - (ii) The appointment, by a Power of Attorney, of the Legal Representative(s) who must be authorised to sign the CONTRACT and to act on successful Bidder's behalf during the execution of the CONTRACT.
- B. Declaration digitally signed by said Legal Representative(s) accepting the aforementioned Power of Attorney without any conditions or reservations.
- C. Performance Guarantee as stated in Article 9 hereabove (GUARANTEES).
- D. In case of a Joint Venture, legal documents proving that the Joint Venture has been formed according to Article 11 stipulations and according to the Law.

All the above documents shall be submitted electronically via the System in .pdf file format and must also be submitted in printed form, within three (3) working days from their electronic submission. The Performance Guarantee shall specifically be submitted in original form.

Upon electronic submission of the above documents, the System shall issue a confirmation of submission thereof, and shall send an informative e-mail to the successful Bidder.

- 18.3 In case the successful Bidder fails to notify DESFA the acceptance of DESFA's Letter of Intent within the aforementioned two (2) days time limit or fails to submit the aforementioned documents of paragraph 18.1 above after DESFA'S Letter of Intent or fails to submit the aforementioned documents of paragraph 18.2 above after DESFA's letter of Award, DESFA shall have the right to cancel the award of the CONTRACT to said Bidder and to claim for compensation of damages related to the delays due to such failure of said Bidder and provisions of article 9.5 hereinabove shall apply.
- 18.4 In case the successful Bidder is a J/V, the award will be in the name of the J/V. Each member of the J/V will be fully, jointly, indivisibly and severally liable to DESFA and will be represented by a common Representative throughout the validity period of the CONTRACT.

19. NOT APPLICABLE

20. CONFIDENTIALITY

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

In case that any Bidder designates information as confidential, reasoning the existence of technical or trade secrecy, in his relative statement submitted in digitally

signed .pdf format, should expressly refer all relative provisions of legislation or competent authority's decisions that imposes the confidentiality of said information. Information concerning offered quantities and prices, financial offer and the contents of technical offer used for the evaluation are not confidential.

The files that the Bidder wishes to designate as confidential as per the above must be submitted separately in Portable Document Format (PDF) or in the form of a distinct compressed file (e.g. a ZIP file) that includes files in .pdf. Each of these files shall be electronically locked with an electronic key held by the Bidder, which the Bidder shall send via the System to the Inquiry Committee, right after the opening of the respective envelope. Confidential documents are not accessible by other Bidders via the System.

21. RESERVATIONS AND RIGHTS OF DESFA

21.1 Participation to the Bid shall also constitutes an acceptance by the Bidder that it has complete knowledge of the terms and provisions of the Inquiry Documents, as well as the electronic procedure, and that he accepts their contents without reservation.

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

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

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

21.3 DESFA and the provider of the e-tendering System will have no responsibility or obligation whatsoever to indemnify and/or to compensate the Bidder for any expense or loss incurred that may result from failure or omission relevant to the submission of the Bid via the System, especially in case that DESFA terminates provisionally or extends or defers or suspends or cancels the Inquiry at any phase or time, due to a serious technical failure of the e-tendering System.

DESFA and the provider of the e-tendering System will have no responsibility or obligation whatsoever to indemnify and/or to compensate the Bidder for any expense or loss incurred that may result during acquisition of the necessary infrastructure and capability to submit an electronic bid and for the preparation and submission of the Bid.

21.4 The Bid is considered to be a proposal to DESFA and not an acceptance of it by DESFA. Therefore the CONTRACT AGREEMENT template and the other Inquiry Documents imply that the Bidders submit their Bid in accordance with the terms and provisions of those documents, which are meant to constitute an integral part of their Bid.

22. LOCAL LAWS AND REGULATIONS

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

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

23. NOT APPLICABLE

24. SITE VISIT

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

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

25. CLARIFICATION MEETINGS / DESFA's CLARIFICATION OF BID

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

26. BIDDER'S CLARIFICATION REQUESTS

Bidders may request electronically, via the System clarifications regarding the Inquiry Documents at any time up to fifteen (15) days prior to the Bid due date.

DESFA will endeavour to reply, electronically, via the System, to the requested clarifications not later than ten (10) days before the Bid due date.

Both requests for clarifications and replies shall be submitted electronically, via the System. The electronic file containing requests for clarifications shall be digitally signed.

Requests that are submitted by any means other than the above or that are not digitally signed as per art. 5 shall not be taken into consideration.

27. DESFA's AMENDMENTS TO THE INQUIRY

DESFA may issue electronically, via the System, clarifications/amendments in the form of a Bid Addendum at any stage during the Bid period but not later than six (6) DAYS before the initial Bid due date.

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

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

28. ATTACHED DOCUMENTS

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

Annex 1: FORM OF BID LETTER

Annex 2: FORM OF PARTICIPATION GUARANTEE LETTER

Annex 3: PRICE SCHEDULE

Annex 4: FORM OF STATEMENT

ΤΕΥΧΟΣ ΣΕ ΔΗΜΟΣΙΑ ΔΙΑΒΟΥΛΕΥΣΗ