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#### **A.4. TECHNICAL OFFER (Contents Unpriced)**

##### **14.15 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 (SUPERVISING 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 (Appendix A of SECTION: "Scope of Services") and the standards of ISO 9001 or equivalent Certificate or evidence of equivalent quality assurance measures.

##### **14.16 SERVICES EXECUTION PLAN:**

The Bidder shall provide comprehensive detailed technical descriptions for the provision of the SERVICES up to the completion of the PROJECT, allowing a complete technical evaluation of Bidder's proposal.

Bidder shall provide the following:

- a) A description of the Bidder's approach to the execution of the Services. The approach shall indicate the nature of risks that the Supervising Engineer shall aim to avert..
- b) The Bidder shall also submit outline proposals for Progress Monitoring and Control of Engineering Services and erection works. The proposals shall be

sufficiently explanatory and they shall describe how potential delays can be identified and avoided.

The Bidder shall provide samples of documents used by the SUPERVISING ENGINEER in connection with progress measurement, monitoring, evaluation and reporting.

#### 14.17 HEALTH, SAFETY & ENVIRONMENT (HSE)

The Bidder shall submit an HSE Policy and an HSE Plan for the Construction Supervision SERVICES.

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

Bidders shall provide details of the hardware and software that will be used for the provision of the Construction Supervision Services.

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

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

#### 14.21 Personal Data Statements

Bidders and Other Entities (if applicable) shall accompany any document thereof containing personal data (e.g. solemn declaration, resumés, criminal records) with an explicit statement by the Data Subject, as the case may be, in compliance with the attached Annex 5 herein.

#### **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.**
- 3) 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 (SUPERVISING 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), signed by the Bidder.

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

- All quoted prices shall be expressed in EURO
- Offer Prices quoted in the Price Schedule should be in strict accordance with the Inquiry Documents.
- Quoted CONTRACT PRICE shall include any cost for execution of the SERVICES described in the Inquiry Documents, including SUPERVISING ENGINEER'S profit.
- The Man-Day Rates for SUPERVISING ENGINEER'S personnel concern provision of Construction Supervision Services for ten (10) hours per working day from Monday to Saturday inclusive.
- No time shall be chargeable without the approval of DESFA for time spent in excess of the above mentioned working hours. Such excessive hours must be authorized by DESFA prior to their commencement and shall be remunerated with the Man-Hour Rates derived from the division of the Man-Day Rates by ten (10) for Construction Supervision Services.
- In case SUPERVISING ENGINEER performs Services beyond the dates provided in SCHEDULE, they shall be remunerated using the above Man-Day Rates.
- Any withholding tax, duty or mandatory contributions to public authorities or institutions shall be included in the offered prices, with the explicit exception of the Value Added Tax (VAT).
- In case that Price Schedule is not filled-in for all items, the offer shall not be taken into consideration by DESFA.

16.2 The Bidder shall 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 signature in the contents of Envelope B, as provided for in the Inquiry documents, shall be a **reason for rejection of the Bid**.

## **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:

Construction Supervision Services for the: "Detailed Engineering, Procurement and Construction for the interconnection between TAP and NNGTS pipelines at the area of Nea Messimvria – Thessaloniki"

- 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 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

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	WEIGHTING FACTOR (1)	GRADE* (2)	WEIGHTED GRADE (1) x (2)
QUALITY MANAGEMENT SYSTEM - HEALTH, SAFETY & ENVIRONMENT as clauses 14.15 & 14.17	50%		
SERVICES Execution Plan - Hardware and Software as clauses 14.16 & 14.18	50%		
<b>TOTAL WEIGHTED GRADE</b>			

(\*) 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

Construction Supervision Services for the: "Detailed Engineering, Procurement and Construction for the interconnection between TAP and NNGTS pipelines at the area of Nea Messimvria – Thessaloniki"

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 Total Weighted Grade 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 electronically, via the System any Bidder(s) to justify 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 electronically, via the System 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).

Based on the Man-Day rates, for each category of personnel involved in the Construction Supervision Services, offered by the Bidders (Annex 3, attached herewith) DESFA shall calculate the "Estimated Cost of the Services" as indicated in the following table:

Item No	Personnel Category	Man-Day Rate (Euro/Man-Day)	Estimated Allocated Man-Days	Estimated Cost
		(A)	(B)	(A x B)
<b>Construction Supervision Services</b>				
1	SITE SUPERVISION HEAD (S.S.H.)		286	
2	MECHANICAL / PIPING ENGINEER (S.S.E.)		114	
3	CONTROL & INSTRUMENTATION ENGINEER (S.S.E.)		114	
4	ELECTRICAL / CP ENGINEER (S.S.E.)		57	
5	CIVIL / STRUCTURAL ENGINEER (S.S.E.)		57	
6	QA / QC ENGINEER (S.S.E.)		214	
7	HSE ENGINEER (S.S.E.)		214	
8	CONTRACT ADMINISTRATOR/PLANNER (S.S.E.)		57	
<b>TOTAL ESTIMATED COST OF SERVICES</b>				

The successful Bidder will be the Bidder with the most economically advantageous offer, based only on "Total Estimated Cost of Services" (the acceptable Bidder having the non-rejected Offer with the lowest "Total Estimated Cost of Services").

Above "Total Estimated Cost of Services" shall be referred as CONTRACT PRICE in the Contract Agreement and shall be solely used for the determination of the amount

of the Performance Bond and the limit of Variations. SUPERVISING ENGINEER's final compensation for the provision of the SERVICES under the CONTRACT shall be the product of the actual and certified Man-Days spent and the offered Man-Day Rates.

**IMPORTANT NOTE:**

**It is hereby clarified that if the "Total Estimated Cost of 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, 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 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 signed statement submitted in.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.

DESFA processes, namely collects, stores and uses personal data (Personal Data), exclusively for the purposes of the Tender and in order to fulfill its obligations under the law in relation thereto.



Processing is performed in accordance with the applicable legislation, in particular the provisions of the Regulation (EU) 2016/679 on personal data protection (General Regulation). DESFA applies appropriate technical and organizational measures in order to ensure that processing complies with the aforementioned provisions.

Data Subjects, as the case may be, are entitled to all rights provided for in Articles 12 - 23 of the General Regulation.

DESFA does not transfer, disclose or notify the aforementioned Personal Data to third parties unless for the purposes of the Tender or for fulfilling a legal obligation, without the consent of the Data Subject concerned or as the law provides.

In this context, Participants shall accompany any document thereof containing personal data (e.g. solemn declaration, resumés, criminal records) with an explicit statement by the Data Subject, as the case may be, in compliance with the attached Annex 5 herein, and shall comply with the European and National legislation regarding Personal Data Protection and, in particular, the General Regulation, when processing Personal Data of their employees, officers, servants and associates in the context of participation in this Tender

## **21. RESERVATIONS AND RIGHTS OF DESFA**

21.1 Participation to the Bid shall also constitute 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 it 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 signed. Requests/Queries that are submitted by any means other than the above 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/ MAN-DAY RATES SCHEDULE

Annex 4: FORM OF STATEMENT

Annex 5: FORM OF PERSONAL DATA STATEMENT

Annex 6: FORM OF BINDING STATEMENT

Annex 7: FORM OF CURRICULUM VITAE