



PIERIKI ANAPTIXIAKI
S.A. - O.L.A.



Project co-financed by the European
Regional Development Fund
INTERREG V –B MEDITERRANEAN (MED)
COOPERATION PROGRAMME 2014 – 2020



HELLENIC REPUBLIC

PIERIKI ANAPTIXIAKI S.A. O.L.A.

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01/2017

Katerini, 28/04/2017

Ref. No.: 152

Tender Notice No.

**SHORT TENDER PROCEDURE NOTICE
FOR THE CONCLUSION OF SERVICE CONTRACT
(article 117 of Law 4412/2016 Greek Government Gazette 147/A' /08-08-2016)
for the project:**

«Elaboration of study/expertise for recording and analyzing the emblematic dimension of the nine (9) regions participating in the project "Emblematic Mediterranean Mountains as Coastal Destinations of Excellence - EMbleMatiC" and are members of the Emblematic Mediterranean Mountains Network».

Estimated cost: € 60,000 plus VAT.

CPV: 71241000-9: Services: Feasibility studies, consulting services, analysis services.

The project is funded by the INTERREG V-B MEDITERRANEAN (MED) COOPERATION PROGRAMME 2014-2020.

KATERINI 2017



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Katerini, 28/04 /2017
Ref. No.: 152

TITLE OF TENDER PROCEDURE: Call for tenders for the project: " Elaboration of study/expertise for recording and analyzing the emblematic dimension of the nine (9) regions participating in the project" Emblematic Mediterranean Mountains as Coastal Destinations of Excellence - EMbleMatiC" and are members of the Emblematic Mediterranean Mountains Network".

SHORT TENDER PROCEDURE (under article 117 of Law 4412/2016)

TENDER SUBMISSION in Euro

EVALUATION CRITERION: The most economically advantageous tender based on the best price-quality ratio.

TENDER DATE			PLACE OF TENDER	
Date	Day	Time	PIERIKI ANAPTIXIAKI S.A.- O.L.A.	
17/05/2017	WEDNESDAY	15:30	17b, 16th OKTOVRIOU St., KATERINI GR-60100	

TENDER SUBMISSION TIME AND PLACE: Until 17th-05-2017, day Wednesday and hour 15:00 pm at the offices of PIERIKI ANAPTIXIAKI, 17b, 16th OKTOVRIOU St.

ESTIMATED TOTAL COST: €74,400.00 including VAT (CPV: 71241000-9: Services: feasibility studies, consulting services, analysis services), in the context of the project: "EMBLEMATIC MEDITERRANEAN MOUNTAINS AS COASTAL DESTINATIONS OF EXCELLENCE – EmbleMatiC" under INTERREG V-B MEDITERRANEAN (MED) COOPERATION PROGRAMME 2014-2020.

PROJECT FUNDING: By the INTERREG V-B MEDITERRANEAN (MED) COOPERATION PROGRAMME 2014-2020.

Publication date of full tender notice document in Public Contracts Central Electronic Register (Register) at www.eprocurement.gov.gr	Publication date of full tender notice document at the website of PIERIKI ANAPTIXIAKI S.A.- O.L.A. at www.pieriki-anaptixiaki.gr	Publication date in the Greek press
02/05/2017	28/04/2017	02/05/2017 & 03/05/2017

PIERIKI ANAPTIXIAKI S.A.- O.L.A. (hereinafter the Contracting Authority), having regard to:

1. Law 4412/2016 on Public Works, Procurement and Service Contracts (adaptation to Directives 2014/24/EU and 2014/25/EU) (Government Gazette No. A147);
2. Law 4250/2014 on Administrative Streamlining - Abolition - Consolidation of public-sector Legal Entities and Services - Amendment of provisions of Presidential Decree 318/1992 (Government Gazette A161) and other arrangements (Government Gazette A74) and specifically Article 1(2) on originals and certified copies.
3. Law 4013/2011 (Government Gazette A204) on Establishment of a single Independent Authority of Public Contracts and Public Contracts Central Electronic Register;
4. The fact that the expense of the service without VAT is less than €60,000 and complies with the provisions of Article 117 of Law 4412/2016 and thus a short tender procedure can apply and a simplified tender notice can be published in the Register;
5. Joint Ministerial Decision No. 300488/YΔ1244/ΦΕΚ (Government Gazette) B1099/19-4-2016 on the Management and Audit System of partnership programmes falling under the objective "EUROPEAN TERRITORIAL PARTNERSHIP";
6. Decision No. 281/3B/15-3-2017 of the Board of Directors whereby a tender conduct and evaluation committee was set up to enter into public service contracts in accordance with the provisions of Law 4412/2016 for 2017;
7. Decision No. 281/3B/15-3-2017 of the Board of Directors on approval of a short tender procedure and relevant terms with respect to the project below: "Preparation of an expert report recording and analysing the EMbleMatiC dimension of the 9 partners' territories belonging to the 'Emblematic Mediterranean Mountains as Coastal destinations of excellence – EmbleMatiC' project and members of the EMM network";

CALLS FOR

A short tender for the project: **"Elaboration of study/expertise for recording and analyzing the emblematic dimension of the nine (9) regions participating in the project" Emblematic Mediterranean Mountains as Coastal Destinations of Excellence - EMbleMatiC" and are members of the Emblematic Mediterranean Mountains Network"**, as part of the project "EMBLEMATIC MEDITERRANEAN MOUNTAINS AS COASTAL DESTINATIONS OF EXCELLENCE – EmbleMatiC" falling under the INTERREG V-B MEDITERRANEAN (MED) COOPERATION PROGRAMME 2014-2020.

Language: English is the working language of the project and of the Interreg Med Programme. Therefore, the expert report-deliverable will be drafted in English and Greek throughout all anticipated stages.

The official language of the tender procedure is Greek. All information about the procedure and all Contracting Authority documents shall be drawn up in Greek or accompanied by an official Greek translation.

Award criterion: the most economically advantageous tender based on the best price-quality ratio.

Estimated cost: €60,000 plus VAT.

The tender procedure will be conducted in line with the detailed tender notice which consists of Chapter A: General and Special Terms, Chapter B: Tender evaluation method, Chapter C: Technical Specifications and Chapter D: Annexes.

CPV: 71241000-9: Services: Feasibility studies, consulting services, analysis services.

The project is funded by the INTERREG V-B MEDITERRANEAN (MED) COOPERATION PROGRAMME 2014-2020. The amount is partly funded by the European Commission which contributes 85% of the funding through the European Regional Development Fund (ERDF).

The tender notice will be uploaded on the site of PIERIKI ANAPTIXIAKI S.A.- O.L.A. (www.pieriki-anaptixiaki.gr), at the Register and the Greek press (Law 4412/2016).

The procedure will be conducted in the meeting room of the offices of Pieriki Anaptixiaki S.A. O.L.A., 17b, 16th Oktovriou St., Katerini, on 17th/05/2017, day_ Wednesday at 15:30 am (hours).

Parties interested in participating in the tender should submit their tenders in any manner every day from 8:30 to 15:00 hours no later than 17th/05/2017, Wednesday (day) and 15 :00 am (hours). Any Tenders submitted after the above dates and hours shall be considered overdue and returned. Tenders shall be in effect and binding on tenderers for twelve (12) months as of the day following the day on which the tender is held. A participation bond shall be in effect at least thirty (30) days after the expiry of tenders.

Any tender with a validity period less than twelve (12) months shall be rejected as inadmissible.

The validity of a tender may be extended in writing provided that the Tender Committee requires so before its expiry, for a time period equal to the period specified herein at maximum, in accordance with the provisions of article 97 of Law 4412/2016.

Tenders will be opened in public before the Tender Committee.

Any clarifications on the terms of the tender notice shall be provided by Pieriki Anaptixiaki S.A.- O.L.A., by Ms. Betty Partsalidou, tel.: (+30) 2351027541.

TENDER NOTICE PUBLICATION EXPENSES IN THE PRESS ARE CHARGED TO THE CONTRACTING AUTHORITY.

CHAPTER D - ANNEXES (an integral part of this Tender Notice)

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ANNEX II: Specimen Financial Tender

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CHAPTER I: GENERAL AND SPECIAL TERMS

Article 1. General Principles

Participation in the tender procedure hereby announced is open, on an at-arms-length basis, to all parties meeting the legal, financial and technical conditions laid down in the Tender Notice where they have adequate professional experience and capacity. Tenders which are in accordance with all terms and conditions, and specifications in this Tender Notice will be accepted for the tender procedure. No variants will be admitted. Partial submission of tenders is not accepted.

Article 2. Scope of project

Elaboration of study/expertise for recording and analyzing the emblematic dimension of the nine (9) regions participating in the project "Emblematic Mediterranean Mountains as Coastal Destinations of Excellence - EMbleMatiC" and are members of the Emblematic Mediterranean Mountains Network. This expert report is drafted in the context of the project "EMBLEMATIC MEDITERRANEAN MOUNTAINS AS COASTAL DESTINATIONS OF EXCELLENCE – EmbleMatiC" under the INTERREG V-B MEDITERRANEAN (MED) COOPERATION PROGRAMME 2014-2020.

Language

English is the working language of the project and of the Interreg Med programme. Therefore, the report will be prepared in this language and all the documents should be drafted in both English and Greek.

The language of the tendering process is Greek, following the existing legal framework and the guidelines of Greek relevant Authorities.

Project description: "Emblematic Mediterranean Mountains as Coastal destinations of excellence – EmbleMatiC"

The overall objective of the EMbleMatiC project is to create and test a new and radically different tourism offer based on the features of these mountains and offering an alternative to the traditional holiday on the beach.

This project is organised around three strategic objectives:

To re-balance tourist flows concentrations between the sea and the mountain, to extend the season and to improve economic returns for the territories;

to co-build and experiment a slow tourism offer located in the hinterland coastal mountainous area (by the creation of 9 eco-itineraries based on the emblematic singularities of each territory);

to improve the international recognition of our singularity: shared communication actions should lead the territories toward the definition of an umbrella brand based on a sustainable and responsible tourism approach.

Should the evaluation prove positive, more mountains could join the network to evolve their tourism policies.

Project partnership: The partnership includes 5 countries, 9 mountains and one university (CETT-UB Barcelona):

- Syndicat Canigó Grand Site – France / LRMP (LP1)
- Métropole Aix Marseille- Ste Victoire Grand Site – France / PACA (PP16)
- Development agency of Berguedà – Spain / Catalonia (PP2)
- Consell Insular de Mallorca – Spain / Balearic Islands (PP6)
- Gal Terre dell'Etna e dell'Alcantara – Italy/ Sicily (PP5)
- Gal Gran SassoVelino – Italy / Abruzzo (PP3)
- Pieriki Anaptixiaki – Greece /Olympus (PP4)
- Akomm-Psiloritis – Greece / Crete (PP7)
- Himara Municipality – Albania (PP1)
- School of Tourism, Hospitality and Gastronomy – Spain / Catalonia (PP8)

Strategic objective of the mission

The strategic objective of the mission is to study in depth, qualify and reveal precisely the common components characterising the emblematic dimension of each involved coastal mountainous territory, before consolidating them into a set of shared values underlying the singularity of the Emblematic Mediterranean Mountains network, with a view to using them at different operational levels.

The aim is to grasp what constitutes the common foundation of this emblematic dimension on all aspects: environmental, social, economic, societal/sociological and cultural/heritage).

Project Deliverables

Preparation of an expert report recording and analysing the emblematic dimension of the 9 partners' territories belonging to the 'Emblematic Mediterranean Mountains as Coastal destinations of excellence – EmbleMatiC' project and members of the EMM network in English and Greek, which will include all actions described in Chapter C hereof, point 2 "Contractor's mission"

Article 3. Definitions

Contracting Authority: Pieriki Anaptixiaki S.A.- O.L.A., whose Board of Directors approved this tender notice by its decision No. 281/3B/15-3-2017.

Notice: This Notice consists of: (1) Chapter A - General and Special Terms, (2) Chapter B - Tender evaluation method, (3) Chapter C - Technical Specifications and (4) Chapter D - Annexes.

Supervisory Authority: The Board of Directors of Pieriki Anaptixiaki whose mission is to approve the tender and its terms, set up the necessary Committees (Tender Committee and Objection Evaluation Committee), award tender results, extend the time schedule and approve the expenditures.

Tender Committee (3-member): Persons appointed to this effect by the Contracting Authority who are empowered to open and evaluate tenders.

Objection Evaluation Committee (3-member): Persons appointed to this effect by the Contracting Authority who are empowered to examine any eventual objections and

recourse. Its members are other than those of the aforementioned Tender Evaluation Committee.

Study Steering Committee (SST)

The Study Steering Committee is vested with a coordinating role. More specifically:

- It accepts the general terms of this tender notice before the Contracting Authority (Pieriki, PP4) launches any procedure of call for tenders.
- It expresses its opinion on the evaluation of technical tenders.
- It supports the contractor, whenever so required throughout the study.
- It submits comments on the generated material.

The Technical Committee consists of 4 members as follows:

- Pieriki Anaptixiaki S.A.-O.L.A. (PP4- Contracting Authority)
- Syndicat Mixte CANIGÓ Grand Site (LP1- Lead Partner)
- Consell de Mallorca – Environment department (PP6- The WP3 Coordinator)
- CETT-UB Barcelona: School of Tourism, Hospitality and Gastronomy (PP8).

Tenderer: Any natural person or legal entity or group of persons who participate in the tender procedure and submit a tender for the award of a contract by the Contracting Authority, in accordance with this tender notice.

Tender award criterion: The most economically advantageous tender based on the best price-quality ratio is the award criterion.

Process Agent: The person appointed by the Tenderer, as per the latter's statement, as alternative liaison person for any eventual communication needs of the Contracting Authority with the Tenderer. This statement should include this person's full particulars (name-surname, postal address, phone and fax numbers, etc.).

Contractor: The Tenderer who will be chosen and sign the Contract with the Contracting Authority in line with the methods and procedures described in this tender notice.

Awarding: The decision of the Contracting Authority awarding project implementation to the Contractor.

Contract: The written agreement between the Contracting Authority and the Contractor entered into after announcement of Award.

Budget: The estimated maximum possible cost of implementing the tendered project prepared by the Contracting Authority.

Contractual Price: The tender price at which the Project is awarded.

ERDF: European Regional Development Fund.

Article 4. Tender documents receipt

The Tender Notice is made available at the principal establishment of Pieriki Anaptixiaki S.A.-O.L.A. and it can be received online by interested parties by visiting the Contracting Authority's website (www.pieriki-anaptixiaki.gr).

Clarifications concerning the Tender Notice

Clarifications are provided in writing up to three (3) business days before the expiry date for tender submission. No candidate can cite oral replies provided by the Contracting Authority on any grounds.

In all other cases in which interested tenderers are asked to provide supplementary information, this will be provided no later than three (3) days before the tender submission date.

Article 5. Eligible participants (Article 25 of Law 4412/2016)

1. Natural persons or legal entities established in any of the following countries can be candidates and, in case of groupings, members thereof:

a) a Member State of the EU;

b) a member state of the European Economic Area (EEA);

c) third countries which have signed and ratified the Agreement on Government Procurement (GPA) to the extent that the public contract to be awarded is covered by Annexes 1, 2, 4 and 5, and General Notes to the European Union's Appendix I to the GPA; and

d) third countries which do not fall under point c) of this paragraph and have entered into bilateral or multilateral agreements with the EU with respect to public contract award procedures.

2. In so far as they are covered by Annexes 1, 2, 4 and 5 and the General Notes to the European Union's Appendix I to the GPA and by the other international agreements by which the Union is bound, contracting authorities shall accord to the works, supplies, services and economic operators of the signatories to those agreements treatment no less favourable than the treatment accorded to the works, supplies, services and economic operators of the Union.

Tenders by Groupings of Economic Operators - Joint Ventures

Groupings including temporary associations may participate in public procurement procedures. Contracting authorities do not ask these groupings to be vested with any particular legal form to submit their tenders or request to participate.

When deemed necessary, contracting authorities may specify in contract documents how the groupings of economic operators should meet the requirements of economic and financial standing or technical and professional ability under articles 75, 76 and 77 of Law 4412/2016 insofar as this is justified by objective grounds and complies with the principle of proportionality.

Any terms pertaining to contract performance by groupings of economic operators which are other than those imposed on individual participants must be also justified by objective grounds and comply with the principle of proportionality.

Irrespective of the foregoing, contracting authorities may ask the groupings of economic operators to be vested with a specific legal form if they are awarded the contract to the extent that such legal form is required to ensure satisfactory performance of the contract.

In case a tender is submitted by a grouping of economic operators, all its members are jointly and severally liable to the contracting authority. In case of award of the contract to the grouping, this liability shall remain until full execution of the contract.

Any foreign natural or legal persons or groupings or joint ventures thereof which submit a joint tender must provide all the supporting documents necessary for proving that they are registered at a professional association or registry or must produce a sworn statement or certificate according to the terms of the Law applicable in their country of establishment. No candidate can participate directly or indirectly in more than one tender during the tender procedure, otherwise all tenders shall be rejected.

Article 6. Exclusion of tenderers

Those parties facing any of the situations described in articles 73 and 74 of Law 4412/2016 shall be excluded from the tender.

Specifically, candidates falling under any of the following cases shall be excluded:

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

b) corruption, as defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union (OJ C 195, 25.6.1997, p. 1.);

1) and Article 2(1) of Council Framework Decision 2003/568/JHA of 22 July 2003 on combating corruption in the private sector (OJ L 192, 31.7.2003, p. 54) as well as corruption as defined in the national law of the contracting authority or the economic operator;

c) fraud within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests (OJ C 316, 27.11.1995, p. 48), which was ratified by Law 2803/2000 (Government Gazette A48);

d) terrorist offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA of 13 June 2002 on combating terrorism (OJ L 164, 22.6.2002, p. 3) respectively, or inciting or aiding or abetting or attempting to commit an offence, as referred to in Article 4 of that Framework Decision;

e) money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council of 26 October 2005 on the prevention of the use of the financial system for the purpose of money laundering and terrorist financing (OJ L 309, 25.11.2005, p. 15), which was transposed in Greek Law by Law 3691/2008 (Government Gazette A166);

f) child labour and other forms of trafficking in human beings as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council of 5 April 2011 on preventing and combating trafficking in human beings and protecting its victims, and replacing Council Framework Decision 2002/629/JHA (OJ L 101, 15.4.2011, p. 1), which was transposed in Greek Law by Law 4198/2013 (Government Gazette A215).

The obligation to exclude an economic operator shall also apply where the person convicted by final judgment is a member of the administrative, management or supervisory body of that economic operator or has powers of representation, decision or control therein.

The obligation under the preceding section mainly concerns:

aa) in case of limited liability companies and personal companies (general and unlimited partnerships), administrators;

bb) in case of societate anonime, the Chief Executive Officer and all members of the Board of Directors.

Also, an economic operator shall be excluded from participation where:

a) the economic operator is in breach of its obligations relating to the payment of taxes or social security contributions.

If the economic operator is a Greek citizen or has its establishment in Greece, its obligations pertaining to social security contributions extend to both main and supplementary insurance;

b) the economic operator does not fulfil its obligations arising from environmental, social security and labour law established by Union law, national law, collective agreements or by the international environmental, social and labour law provisions listed in Annex X of Appendix A, Law 4412/16. Compliance with these obligations is verified and attested by the bodies overseeing the performance of public contracts, and the competent public authorities and services acting within the limits of their powers and responsibilities;

c) the economic operator is bankrupt or is the subject of restructuring or special liquidation proceedings, where its assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under national laws and regulations;

d) the economic operator has entered into agreements with other economic operators aimed at distorting competition;

e) the economic operator faces a conflict of interest within the meaning of Article 24 of Law 4412/2016 which cannot be effectively remedied by other less intrusive measures;

f) a distortion of competition has resulted from the prior involvement of the economic operator in the preparation of the procurement procedure, as referred to in Article 48, which cannot be remedied by other, less intrusive measures;

j) the economic operator has shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity or a prior concession contract which led to early termination of that prior contract, damages or other comparable sanctions;

k) the economic operator has been guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria, has withheld such information or is not able to submit the supporting documents required pursuant to Article 79;

l) the economic operator has undertaken to unduly influence the decision-making process of the contracting authority, to obtain confidential information that may confer upon it undue advantages in the procurement procedure or to negligently provide misleading information that may have a material influence on decisions concerning exclusion, selection or award;

m) the economic operator is guilty of grave professional misconduct, which renders its integrity questionable.

Article 7. Reliance on the capacities of other entities
(article 78 of Law 4412/2016 & article 63 of Directive 2014/24/EU)

1. With regard to criteria relating to economic and financial standing as set out pursuant to Article 75(3), and to criteria relating to technical and professional ability as set out pursuant to Article 75(4), an economic operator may, where appropriate and for a particular contract, rely on the capacities of other entities, regardless of the legal nature of the links which it has with them.

With regard to criteria relating to the educational and professional qualifications as set out in point (f) of Annex XII Part II of Appendix A, or to the relevant professional experience, economic operators may however only rely on the capacities of other entities where the latter will perform the works or services for which these capacities are required.

Where an economic operator wants to rely on the capacities of other entities, it shall prove to the contracting authority that it will have at its disposal the resources necessary, for example, by producing a commitment by those entities to that effect.

The above relevant commitment of economic operators will be included in the sub-folder of Participation Supporting Documents.

The contracting authority shall, in accordance with Articles 79, 80 and 81 of Law 4412/2016, verify whether the entities on whose capacity the economic operator intends to rely fulfil the relevant selection criteria and whether there are grounds for exclusion pursuant to Articles 73 and 74 of Law 4412/2016. The contracting authority shall require that the economic operator replaces an entity which does not meet a relevant selection criterion, or in respect of which there are compulsory grounds for exclusion pursuant to article 73(1) and (2) and article 74. The contracting authority may require that the economic operator substitutes an entity in respect of which there are compulsory grounds for exclusion pursuant to article 73(4) and article 74.

Where an economic operator relies on the capacities of other entities with regard to criteria relating to economic and financial standing, the contracting authority may require that the economic operator and those entities be jointly liable for the execution of the contract.

Under the same conditions, a group of economic operators as referred to in Article 19(2) of Law 4412/2016 may rely on the capacities of participants in the group or of other entities.

2. In the case of works contracts or service contracts, contracting authorities may require that certain critical tasks be performed directly by the tenderer itself or, where the tender is submitted by a group of economic operators as referred to in Article 19(2) of Law 4412/2016, by a participant in that group.

Article 8. Particulars and Participation Supporting Documents
(Contents of (sub) folder "Participation Supporting Documents")

Together with their tenders, Tenderers must submit:

a. A request to participate in the Tender, in the form of a letter to PIERIKI ANAPTIXIAKI S.A.-O.L.A. in which they shall indicate the particulars of the tender in which they participate and must also:

- a) indicate that the tender is in effect and binding on the company for 12 months as of the day following the conduct of the tender;
- b) state that they took explicit cognisance of the project scope in terms of quantity and quality;
- c) state that they waive all rights to indemnity that will arise from any decision of the Contracting Authority due to postponement or cancellation of the tender or its withdrawal.

b. Identification documents of the tenderer or candidate legal entity in accordance with the table of Annex III (Chapter D) hereof.

c. Standard Form for Self-Declaration (SFSD) [Article 79(4) of Law 4412/2016 (A 147)] on entering into public contracts below the limits of guidelines, pursuant to Annex IV (CHAPTER D) hereof, in respect of which no signature authentication is required by any administrative authority or Citizens Service Centres.

1) The Standard Form for Self-Declaration is produced by every legal entity submitting a tender.

2) The Standard Form for Self-Declaration is signed:

- aa) in case of limited liability companies and personal companies (general and unlimited partnerships), by administrators;
- bb) in case of societe anonyme, by the Chief Executive Officer and all members of the Board of Directors.

d. Participation bond under article 72 of Law 4412/2016 on Public Works, Procurement and Service Contracts, **amounting to one thousand two hundred (€1,200)** Euros which accounts for 2% of the budget, excluding VAT. (Annex I - CHAPTER D).

e. Document of representation if economic operators participate through an agent.

Groupings of persons submitting a joint tender must deposit the aforementioned documents, as the case may be, for each person participating in the grouping.

Supporting documents of technical ability
(article 75(4) and article 94(4) of Law 4412/2016)

Each interested party/ economic operator should have the technical ability required to provide the service under the provisions of article 75 of Law 4412/2016 and this paragraph. Each tenderer shall prove its technical ability by producing, on penalty of disqualification from any further tender procedure, the following particulars:

- 1. Self-declaration** under article 8(4) of Law 1599/1986 (A75), as in force, which shall include a list of works contracts (minimum 2) or service contracts referring to studies/ expert reports carried out within the last three years by the individual tenderer or at least one member of the candidate grouping or association.

2. Self-declaration under article 8(4) of Law 1599/1986 (A75), as in force, by each tenderer and the members of the project team, which shall indicate their participation in any of the following fields:

- Design/implementation of European or other Integrated Territorial Development programmes.
- Participation in a project team implementing a "bottom-up" approach to area local development and sustainable competitiveness programmes.
- Participation in the design/implementation of sustainable tourist and/or environmental development programmes (Greek or European).

3. Self-declaration under article 8(4) of Law 1599/1986 (A75), as in force, which shall indicate that the candidate can make available adequate scientific personnel including three (3) graduates of higher education institutes, preferably specialised in the following fields: geographer, planner, environmental engineer, economist, agronomist, engineer of relevant speciality or other university-level speciality, who shall have the experience described in article 16 "Technical and Professional Ability", and be fluent in English.

Economic and financial standing

Each tenderer should have the Economic and Financial Standing specified in article 75(3) of Law 4412/2016. Therefore, on penalty of disqualification, tenderers should produce a Self-declaration on the minimum turnover for the last three (3) accounting periods (years 2013, 2014 and 2015) which shall show that the turnover in the area covered by the contract is equal to two times the estimated value of this service contract.

The following clarifications are provided in relation to the copies of documents:

1. Simple copies of public documents

Legible photocopies of originals or true copies of public documents issued by the services and bodies under article 1(2)(a) of Law 4250/2014 must be necessarily accepted. Note that this arrangement does not apply to notarial documents (e.g. powers of attorney, sworn statements, etc.) in relation to which certified copies must be still submitted.

2. Simple copies of foreign public documents

In addition, legible photocopies of documents' copies issued by foreign authorities can be accepted, provided they are legally attested by the competent authority of that country and have been attested by a lawyer, in accordance with the provisions of article 36(2)(b) of the Lawyers Code (Law 4194/2013). Note that the requirements to submit public documents with Apostille, which are deduced from international agreements of the country (Hague Convention) or other interstate agreements, are not affected and remain in effect.

3. Simple copies of private documents

Legible photocopies of private documents' copies, which have been attested by a lawyer, in accordance with the provisions of article 36(2)(b) of the Lawyers Code (Law 4194/2013), and legible photocopies of the originals of any private documents attested by Services and bodies listed in article 1(2)(a) of Law 4250/2014, must be accepted.

Article 9. Validity of Tenders

Tenders are in effect and binding on tenderers for twelve (12) months as of the day following the day on which the tender is held.

Any tender setting a validity period less than twelve (12) months shall be rejected as inadmissible.

Article 10. Tender drafting

Tenders are submitted in a single sealed folder which legibly indicates the Tenderer's full particulars (CORPORATE NAME, ADDRESS, etc. of TENDERER) and also the following:

TENDER (in capital letters)

PIERIKI ANAPTIXIAKI S.A. - O.L.A.

17b, 16th OKTOVRIOU St.

KATERINI, GR-60100

Short tender

for award of the project:

Elaboration of study/expertise for recording and analyzing the emblematic dimension of the nine (9) regions participating in the project "Emblematic Mediterranean Mountains as Coastal Destinations of Excellence - EMbleMatiC" and are members of the Emblematic Mediterranean Mountains Network.

The folder of each Tender includes the following three (3) sealed sub-folders which are marked as the main folder and are entitled:

A. "PARTICIPATION SUPPORTING DOCUMENTS" folder which includes, on penalty of disqualification, the supporting documents under article 8 of this tender notice.

B. "TECHNICAL TENDER" folder, which includes, on penalty of disqualification, the report and the certification supporting documents of technical and professional ability in accordance with article 19 of this tender notice. A summary of the technical tender in English is also included. Moreover, article 16 and CHAPTER C: Technical specifications of this tender notice must be taken into account in order to draft the technical tender.

C. "FINANCIAL TENDER" folder, which includes, on penalty of disqualification, the financial tender form included in Annex II (CHAPTER D) hereof filled out. Total price of the project must be given in EURO and written in figures and in words. Tenders not citing prices in EURO or which tie the Euro to a foreign currency shall be rejected as inadmissible.

In case the tendered price for the tendered service is not clearly deduced from the tender, the latter shall be rejected as inadmissible.

It is also clarified that the tendered price includes all the Contractor's expenses regarding project implementation, namely remuneration/ social security contributions for project team executives, communication expenses, travel expenses to the project partner's countries to draft the expert report and hold the necessary meetings, indirect expenses, etc.

No other revision of the total expenditure, which shall be included in the relevant contract based on the supplier's tender, can be accepted.

No tenders with a total tendered price in excess of the estimated cost (including VAT) shall be accepted.

Participants must provide all information required as necessary for substantiating the tendered price.

Article 11. Tender submission

Tenders shall be sent to PIERIKI ANAPTIXIAKI S.A.- O.L.A. in any manner (in person, by mail, courier, etc.) and shall be ascribed a reference number, once received, provided that they are received no later than 17/05/2017 at 15:00 am, day on which the tender is held, at the Tenderer's responsibility.

The Tendering Authority does not assume any responsibility for any delay in the arrival of Tenders sent as per the above for any reason whatsoever.

Any Tenders submitted after the specific date or not received timely by the Tendering Authority shall be returned to Tenderers, without being opened.

Article 12. Tender Opening

The opening of Tenders which have been submitted or sent and received timely shall be made in public by the Tender Committee.

The Tender Committee shall launch the Tender opening procedure on the date and time specified in the Tender Notice.

Article 13. Tender Procedure

Tender opening procedure - Inspection and evaluation stages

Evaluation is carried out as follows:

a) The main tender folder, i.e. the participation supporting documents folder, and the technical tender folder are opened and all supporting documents submitted at this stage, including the technical tender, are initialled and stamped on each sheet by the competent body. The Tender Committee registers those parties who submitted tenders, the submitted supporting documents and inspection results in minutes signed by the Committee's members. Financial tender folders are not opened but are initialled and stamped by the above body and placed in a new folder which is also sealed and signed by the same body, and safely stored to be opened on the date and time specified in contract documents or the call for tenders.

b) Thereafter, the competent body evaluates the technical tender in accordance with the terms of this Tender Notice and draws up minutes on the rejection of the technical tenders that are not accepted, and on the acceptance and/or scoring of technical tenders.

c) Once the evaluation of tenders' other particulars is completed, the folders sealed as per the foregoing with the financial particulars of tenders are opened on the date and time specified in this Tender Notice or the special notice and then prices are announced. The financial tender folders of any tenders that have not been deemed acceptable during the previous stages will not be opened but returned.

The results of the above stages are validated by a decision of the decision-maker within the contracting authority which is notified at the latter's care to tenderers or participants. No objections can be raised against the above decision under article 127 of Law 4412/2016.

The tender inspection and evaluation stages are as follows:

Opening and inspection of the main tender folder – opening and inspection of the Supporting Documents Folder

The 3-member Tender Committee of PIERIKI ANAPTIXIAKI launches the tender opening procedure at a specified place and time.

Opening is completed on the same day and if the time does not suffice at the next meeting of the Tender Committee using the following procedure:

The Tender Committee numbers, initials and opens the main tender folders and inspects if each main folder contains the three sub-folders marked SUPPORTING DOCUMENTS, TECHNICAL TENDER and FINANCIAL TENDER, which it numbers with the same number as that of the main folder and initials. If there are not three sub-folders, the tenderer is disqualified from further participation in the evaluation procedure and the sub-folders submitted remain sealed with the Service.

At its first meeting the Tender Committee also opens the supporting documents folder, initials and records the particulars of its content in its minutes. When opening tenders, the Tender Committee verifies whether the tenderer's supporting documents meet the requirements of the tender.

The Tender Committee shall recommend the disqualification from further evaluation stages of tenderers who have submitted incomplete particulars or whose particulars submitted do not satisfy the requirements of this tender notice. During this stage the Tender Committee may request clarifications from tenderers concerning the particulars submitted.

Once this procedure is completed, minutes are drafted indicating the acceptance or reasoned rejection of tenders.

Opening of Technical Tender folders. Evaluation and scoring

Once the previous stage is completed or even after a relevant notice is sent to those tenderers who were not disqualified during the previous stage, the Tender Committee opens their Technical Tender folders in public and initials their content.

Technical Tenders are further evaluated and scored during subsequent consecutive closed meetings of the Tender Committee.

Technical Tenders are scored using technical evaluation criteria and respective weighting coefficients for each criterion, as detailed in CHAPTER B: Tender Evaluation method of this tender notice.

Opening and evaluation of Financial Tender folders. Total scoring of tenders. Selection of Contractor

Financial Tenders are opened at a time and place set by the Contracting Authority and notified by a relevant notice to the candidates who had their Supporting Documents and Technical Tenders evaluated, and were asked to participate in this stage.

Tenders will be opened in public. All parties participating in this stage of the tender procedure may attend in person, via their legal representatives or persons lawfully appointed. Following opening, the Tender Committee shall initial each page and examine the financial tenders and then announce their financial content. The financial tender folders of the tenders rejected at previous stages are not opened.

Once this procedure is completed, the Tender Committee evaluates the financial tenders in accordance with the provisions hereof and then advances to their total scoring.

In order to complete its work, the Tender Committee may contact candidates through fax and ask clarifying questions. Clarifications given by participants on own initiative at any time after the last date for submitting tenders will not be accepted and will be rejected.

Once tenders' total scoring is completed, the Tender Committee drafts minutes listing the final ranking of tenders which it submits for approval to the Contracting Authority. The relevant approving Decision is notified to participants. Participants in the tender are entitled to raise objections against such Decision.

Evaluation of Financial Tender

Candidate Contractors shall provide a lump-sum price for all the services they will provide. The price will not include VAT. VAT will be indicated separately. The tendered price of the candidate Contractor cannot exceed under any circumstances the amount of the project's total budget. The tendered price must include all anticipated charges and expenses of the Contractor for full implementation of the Project. No ex-post increase in the price shall be accepted in relation to expenses that had not been anticipated.

Total scoring of tenders

The Project will be awarded on the basis of the most economically advantageous tender based on the best price-quality ratio, which will be deduced from the scores ascribed to Tenderers' evaluation technical criteria and the respective Financial Tenders.

Technical Tenders are evaluated with a weighting coefficient of 80%.

Financial Tenders are evaluated with a weighting coefficient of 20%.

The evaluation of technical and financial tenders as well as total scoring of tenders for the selection of a contractor for the project in question are described in detail in CHAPTER B: Tender Evaluation method of this tender notice.

Article 14. Clarifications on Tenders

Information and supporting documents are supplemented and clarified in accordance with article 102 of Law 4412/2016 which stipulates that during evaluation of tenders or requests to participate, the contracting authority may ask in writing tenderers or candidates to clarify or supplement the supporting or other documents they have submitted, within a reasonable

deadline, which cannot be less than seven (7) days from the date the relevant notice is notified to them.

Any clarification or supplement submitted by tenderers or candidates, without requested by the contracting authority, shall not be taken into account.

The above clarifications or supplements refer only to vague points, minor shortcomings or evidently formal errors that can be corrected or supplemented and in particular omission of initials, discontinuous numbering, defects in packaging and labels of the folder and sub-folders of tenders or requests to participate, verbal deviations of tender documents from the terminology of contract documents, which do not generate any legal consequences in terms of content, missing identification documents, erroneous marking of copies issued under article 1 of Law 4250/2014 (A74), translations and other certificates or attestations, different structure of tender's documents from mandatory or non-mandatory specimens established by law, regulatory acts or contract documents.

Supplements or clarifications as per the first passage should not entail any subsequent replacement or submission of documents in compliance with the terms of the tender notice but tenderers will only provide clarifications about or supplement existing documents or supporting documentation already submitted, even if that is done by submitting new documents.

Clarifications or supplements should not entail any discriminatory or unfair treatment of economic operators or result in favourable treatment of a specific economic operator.

The contracting authority may request in writing the economic operators to clarify, within a reasonable deadline which cannot be less than seven (7) days from the relevant notice, the content of the technical or financial tender they have submitted, whether it contains any vague points or minor shortcomings, minor omissions or evident formal or calculation errors which, in the contracting authority's opinion, may be restored. This clarification should not result in any substantive alteration of the tender and should not ascribe any undue competitive advantage to the specific tender in relation to the others. The contracting authority must allow tenderers or candidates to provide clarifications if vague supporting or other documents of the tender may result in their disqualification from the tender procedure.

Article 15. Financial capacity

On penalty of disqualification, candidate Contractors should fulfil the following minimum conditions of financial capacity:

- (a) a participation bond must have been submitted in accordance with the terms of this tender notice (Article 25 and Annex I "CHAPTER D" of the tender notice);
- (b) total turnover for the three (3) accounting periods (years 2013, 2014 and 2015) must be double the budget of the tendered project, including VAT.

The same holds true in case the tenderer has been operating for less than the three (3) last accounting periods; the above documents shall concern the accounting periods during which it has been operating. In relation to Groupings of Persons, total turnover is calculated cumulatively.

Article 16. Technical and Professional Ability

On penalty of disqualification, candidate Contractors should fulfil the following minimum conditions of technical and professional ability:

16.1 Relevant experience

1. The Candidate must have participated in at least two (2) projects relating to the scope of the project (in any European language) and
2. The Candidate's participation (and the executives of the project team, either individually or on a joint basis) in any of the following fields should be proved:
 - Design/implementation of European or other Integrated Territorial Development programmes.
 - Participation in a project team implementing a "bottom-up" approach to area local development and sustainable competitiveness programmes.
 - Participation in the design/implementation of sustainable tourist and/or environmental development programmes (Greek or European).

16.2 – Available Project Team Personnel

On penalty of disqualification, the project team should consist at least of three (3) expert scientists who will be **fluent in English (given that the deliverable will also be drafted in English)**, and able to operate in the involved countries and participate in working meetings in the countries of the project partners, preferably specialised **among others** in the following fields: geographer, planner, environmental engineer, economist, agronomist, engineer of relevant speciality or other university-level speciality, who shall have the experience described in article 16 "Technical and Professional Ability".

Article 17. Tender Rejection

The Contracting Authority may reject, on reasoned grounds, any tender, following relevant recommendation by the Tender Committee.

In accordance with the provisions of this Notice, tenders will be rejected which:

- are vague or incapable of assessment, contain incomplete or inaccurate data and/or conditional terms;
- constitute a counter-tender or modification to the tender or a proposal which in the view of the Contracting Authority is equivalent to a counter-tender;
- are a variant;
- relate to only part of the project and do not cover all services requested;
- have not been prepared and submitted in accordance with the provisions in the relevant chapters of this tender notice;
- do not include all anticipated supporting documents;
- do not clearly set out the tendered price and/or show prices in any part of the technical tender;
- are such that the financial tender exceeds the project budget;
- set out a project delivery/implementation period greater than that cited herein;
- have a validity period less than the period stipulated herein;

- present in the reasoned opinion of the Tender Committee material deviations from the terms and technical specifications of this Tender Notice;
- are not in compliance with the individual mandatory terms of this Tender Notice where cited.

Article 18. Abnormally low tenders (article 88 of Law 4412/2016)

"Abnormally low tenders" shall mean those tenders falling under the conditions of article 88 of Law 4412/2016. In case the Tender Committee establishes that any of the financial tenders is abnormally low, the Committee shall ask the candidate economic operator who has submitted the above tender to submit, within an exclusive deadline of ten (10) days maximum from the relevant notice, adequate documentation from which the amount of the submitted tender shall be deduced and justified.

Once the above deadline elapses, the provisions of paragraphs 3-5 of the same article shall apply.

Article 19. Content of "Technical Tender" sub-folder

A Technical Tender must include the following information:

A) It must include a report presenting:

1) Section A: Project Organisation and Implementation Methodology

- Organisation of project implementation - Description of project implementation procedures - Tools, methods
- Documentation of ability to implement project parts based on overall experience/ expertise
- Understanding of the project environment and critical issues. Points to which special emphasis should be laid, problem identification and recommendation of solutions.
- Time schedule

2) Section B: Project Team (Organisation of economic operator)

Presentation of the Tenderer, which shall include:

- Organisation chart - Structure of Project Team - Competences of Project Team members
(The minimum available persons comprising the Contractor's project team during services provision are (3)).
- Expertise/ adequacy of Project Team members.
- Curriculum vitae for each Project Team member
- Proven knowledge of English language

Moreover,

- Activities – General and relevant experience
- Infrastructure
- Effective QUALITY Management System Certificate as per ISO 9001:2008 (if any).

A summary in English must be included in both the above sections.

B) A list and brief description of projects, in accordance with the provisions of article 16.1 of this Tender Notice, with reference to the client, project brief description, start

date and end of certification, final project budget and candidate's stake therein, documentation particulars and implementation phase.

The following points are stressed:

- the scope, fee and time period of services must be described in detail as well as the receiving public or private bodies;
- the relevant particulars must be as detailed and thorough as possible so as to give a clear idea about the candidate Contractor's experience in relevant services and similar works to those hereby requested. Also, they must be verifiable.

The list should follow the specimen below:

No.	CUSTOMER	PROJECT BRIEF DESCRIPTION	BUDGET	PERFORMANCE (start & end date)	CURRENT PHASE	DOCUMENTATION PARTICULARS

Where:

"CURRENT PHASE": completed project or under way (%)

"DOCUMENTATION PARTICULARS": e.g. contract, certificate of public authority, acceptance report by Public Authority, statement by private customers, etc. If the Customer is a Public Body, the project contract or acceptance report or attestation on works/project good performance, drafted and duly signed by the competent Public Authority, is submitted as documentation. If the Customer is a Private Organisation, a statement by the individual Organisation on good performance of works-project is submitted as documentation, as such Organisation is represented by a Legal Representative or duly authorised person, and the relevant Project Contract/Private Agreement is attached (no fragmentary invoices/service receipts are acceptable).

Note that the Contracting Authority reserves the right to verify the accuracy and reliability of such statements by contacting directly the identified customers cited by the Candidate Contractor.

C) Subcontracts of the Contractor

The Contractor shall be allowed to subcontract a part of the contract services to other company(-ies) provided that the Contractor shall carry out itself the largest part of these, insofar as the relevant applicable provisions of Union and national law and the requirements of this project are met. In any event, however, the Contractor shall be fully responsible toward the Contracting Authority for project proper implementation under the contract.

In this case, tenderers shall cite in their tenders the project parts they intend to subcontract to third parties as well as particulars relating to the profile of any subcontractors.

The Contractor may replace a Subcontractor after informing in writing the Project Monitoring and Acceptance Committee for the reasons of replacement and this is approved by the Contracting Authority. In any event, the new Subcontractor must have at least the same experience and technical ability with the subcontractor to be replaced.

PIERIKI ANAPTIXIAKI shall neither be charged nor assume any liability to third parties for any work or product that may be carried out by project subcontractors. Only the project contractor shall be liable to PIERIKI ANAPTIXIAKI.

Therefore, the relevant declarations of cooperation are submitted, in accordance with the list of recommended subcontractors and the contractual percentage they will assume, as reflected in the Standard Form for Self-declaration (article 79(4) of Law 4412/2016 (A147)) on public contracts below the thresholds of the guidelines.

NOTE: The Technical Tender submitted by the candidate Contractor must strictly take into account the "Project Technical Specifications" as described in Chapter C hereof. Moreover, the candidate Contractor should include any other element fully substantiating its proposal and fulfil any separate requirements specified in this Tender Notice, as well as the evaluation criteria described in Chapter B "Tender Evaluation Method" hereof.

Article 20. Award Procedure (Articles 80 & 103 of Law 4412/2016)

Following tender evaluation, the tenderer to whom the project is Awarded (provisional contractor) shall submit the award supporting documents required in each case in a folder marked "**Award Supporting Documents**" **within a deadline which cannot be less than ten (10) days or higher than twenty (20) days** from the relevant notice.

If the above supporting documents are not submitted or missing documents are produced, the provisional contractor shall be granted a deadline to produce or supplement them within five (5) days from dispatch of the relevant notice to him. The contracting authority may extend the above deadline if adequately reason for fifteen (15) more days maximum.

If the inspection of the above supporting documents shows that the particulars declared under article 79 of Law 4412/2016 are false or inaccurate, the provisional contractor shall be forfeited and, subject to article 104 of Law 4412/2016, its participation bond produced under article 72 of Law 4412/2016 - if produced - shall be seized by the contracting authority, and the project shall be awarded to the tenderer who submitted the next most economically advantageous tender based on the specific award criteria laid down in contract documents, without taking into account the tender of the rejected tenderer. If no tenderer has submitted any true or accurate declaration, the award procedure shall be cancelled.

If the provisional contractor does not submit the necessary originals or copies of the above supporting documents within the prescribed time period, it shall be forfeited and its participation bond produced under article 72 - if produced - shall be seized by the contracting authority, and the project shall be awarded to the tenderer who submitted the next most economically advantageous tender based on the specific award criteria laid down in contract documents, without taking into account the tender of the rejected tenderer.

If no tenderer submits one or more of these necessary documents and supporting documentation, the procedure shall be cancelled.

If the above supporting documents duly and timely produced do not prove absence of grounds for exclusion as referred to in articles 73 and 74 of Law 4412/2016 or fulfilment of the qualitative selection criteria in accordance with paragraph 1 and articles 75, 76 and 77 of Law 4412/2016, the provisional contractor shall be forfeited and, subject to article 104 of Law 4412/2016, its participation bond produced under article 72 of Law 4412/2016 - if produced - shall be seized by the contracting authority and, subject to article 104 of Law

4412/2016, the project shall be awarded to the tenderer who submitted the next most economically advantageous tender based on the specific award criteria laid down in contract documents, without taking into account the tender of the rejected tenderer.

If no tenderer provides evidence for fulfilment of the qualitative selection criteria under paragraph 1 and article 75 of Law 4412/2016, the procedure shall be cancelled.

The inspection of the above supporting documents is completed once the competent advisory body drafts minutes and the folder is transmitted to the decision maker within the Contracting Authority to decide whether the provisional contractor should be declared in forfeit, the procedure cancelled or the contract awarded.

The inspection results of the above supporting documents are attested by the decision on award. Tenderers who submitted acceptable tenders shall take cognisance of the above supporting documents that were submitted.

TABLE OF AWARD SUPPORTING DOCUMENTS

REQUESTED SUPPORTING DOCUMENT	ISSUING AUTHORITY
Extract of judicial records or, failing that, of an equivalent document issued by a competent judicial or administrative authority in the Member State or country of origin or the country where the economic operator is established showing that the economic operator has not been convicted by an irrevocable court ruling for any of the offences listed in article 73 of Law 4412/2016. The obligation to furnish the above extract concerns: aa) in case of limited liability companies and personal companies (general and limited partnerships), the administrators; bb) in case of societe anonyme, the Chief Executive Officer and all members of the Board of Directors.	The relevant Court of First Instance
Certificate that the economic operator is not bankrupt or is not the subject of restructuring or special liquidation proceedings, where its assets are not being administered by a liquidator or by the court, where it is not in an arrangement with creditors, where its business activities are not suspended or it is not in any analogous situation arising from a similar procedure under national laws and regulations. If the Member State or country in question does not issue such documents or certificates, or where these do not cover all the cases specified in paragraphs 1 and 2 and point (b) of Article 73(4) of Law 4412/2016, they may be replaced by a declaration on oath or, in Member States or countries where there is no provision for declarations on oath, 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, in the Member State or country of origin or in the Member State or country where the economic operator is established.	a) The relevant Court of First Instance (the economic operator is not bankrupt or in an arrangement with creditors) b) General Commercial Registry (restructuring or liquidation, receivership, suspension of business activity/ analogous situation)
Self-declaration listing all social security bodies (main and	

supplementary) to whom the economic operator has paid contributions.	
A certificate by the competent authority which shall show that they have paid their obligations relating to social security contributions (main and supplementary) to the social security bodies to whom they are liable.	The relevant social security body
A certificate by the competent authority which shall show that they have paid their tax liabilities	Ministry of Finance/ TAXISNET service
Certificate/attestation of registration with the relevant professional register	The relevant Chamber
<p>Legally published annual financial statements or income statements of the tenderer during the last three (3) accounting periods, and in case of natural persons respective income tax filings or income tax returns, or other appropriate documents or supporting documentation. In case the annual published statements have not been published yet in Government Gazette issues, the decision made by the company's competent body and the proof of submission of the relevant documents to the General Commercial Registry's competent service shall be produced.</p> <p>The financial statements of legal entities must be submitted as legally published. In case it is not mandatory by law to publish annual financial statements with respect to a legal entity, legal documents and supporting documentation must be produced which shall show the turnover for the respective period.</p> <p>Years 2013, 2014 and 2015 are considered to be the last three accounting periods.</p>	<p>a) Ministry of Finance/ TAXISNET service</p> <p>b) General Commercial Registry</p>

Note that the aforementioned Authorities which issue the necessary certificates may change based on applicable provisions, **while reference to them is made solely to facilitate candidates**, without being binding on the Contracting Authority in case it is shown that the produced supporting documents do not cover all legal circumstances under the provisions of Law 4412/2016, to which the requested certificate relates.

The above award supporting documents shall be required from each economic operator participating in a grouping (in case of groupings of economic operators submitting a joint tender) and from the third operator on whose capacities the economic operator submitting a tender relies.

Groupings of economic operators submitting a joint tender submit the aforementioned documents, as the case may be, for each economic operator participating in the grouping. Award supporting documents are drafted in Greek or accompanied by an official translation in Greek. Translation of the aforementioned documents may be done by the translation service of the Ministry of Foreign Affairs or by the competent Consulate or by a lawyer in the sense of Article 454 of Hellenic Code of Civil Procedure and Article 53 of Lawyers Code or by a sworn translator in the country of origin if that service is available in that country. The Hague Convention of 5.10.1961 ratified by Law 1497/1984 (A188) applies to foreign public instruments and supporting documents.

If the above certificates or documents are not issued in a country or if they do not cover all the aforementioned cases, they may be replaced by a declaration on oath or a declaration made by the person concerned before a competent judicial or administrative authority, a notary or any other competent authority in the country where the economic operator is established. In countries where no declaration on oath or declaration is anticipated, it may be replaced by a solemn declaration before a competent judicial or administrative authority, a notary or a competent professional or trade body.

Public instruments and supporting documents drafted in other countries must be sealed with Apostille, on penalty of inadmissibility, in accordance with the Hague Convention of 5.10.1961 ratified by Law 1497/1984 to certify their authenticity and be accompanied by a legal translation.

Article 21. Objections - Recourse (Article 127 of Law 4412/2016)

Tenderers are entitled to raise objections:

a) against any act of the contracting authority within five (5) days from notification of the challenged act to the interested economic operator. b) Objections against the tender notice are raised within five (5) days before the expiry date set for tender submission.

Objections are raised before the contracting authority which makes the relevant decision, in accordance with the provisions of article 221 of Law 4412/2016, within a 10-day deadline, and shall be presumed rejected if no effects are generated upon its lapse. For an objection to be admissible, fees must be paid to the State together with the objection, accounting for one per cent (1%) of the contract's estimated value.

This fee is public revenue. The fee is refunded by a deed of the contracting authority if the objection is accepted by the administrative decision maker within the Contracting Authority.

Article 22. Subsequent changes

If changes are brought to the conditions which tenderers/ candidates had stated they fulfilled under the Standard Form for Self-Declaration, of which tenderers/candidates became aware after the self-declaration until the day they received written notice to produce the award supporting documents, tenderers/ candidates should promptly inform the contracting authority thereof and no later than the day of written notice about producing the award supporting documents.

In case the contracting authority is duly and timely informed about subsequent changes within the meaning of the previous paragraph with respect to the provisional contractor, the participation bond that had been produced shall not be seized by the contracting authority. Otherwise, the participation bond produced by the provisional contractor shall be seized by the contracting authority.

Article 23. Entitlement to cancellation

By a special reasoned decision, after obtaining an opinion by the competent body, the contracting authority cancels the public procurement procedure: a) if the procedure did not

generate any effects because no tender was submitted or all tenders or requests to participate were rejected or all tenderers or participants were disqualified in accordance with the provisions of Book 1 of Law 4412/16 and contract documents, or b) in case the last passage of article 105(5) applies.

A public procurement procedure may be cancelled by a special reasoned decision of the contracting authority, following opinion of the competent body and in the following cases: a) the award procedure was irregularly carried out; b) the financial and technical parameters pertaining to the award procedure changed materially and the contracting authority or the entity for whom the tendered project is intended is no longer interested in carrying out the contractual scope; c) force majeure events do not allow the regular performance of the contract; d) the selected tender is deemed economically disadvantageous; e) article 97(4) of Law 4412/2016 applies; f) for other imperative reasons of public interest such as for purposes of public health or environmental protection. If errors or omissions are identified at any stage of the award procedure, the contracting authority may cancel in part the procedure, following opinion of the competent body, or restate its outcome accordingly or decide to repeat it from the stage at which errors or omissions intervened.

Article 24. Contract award-conclusion

As regards procurement or general service public contracts, the competent advisory body, with a justified recommendation, may suggest to award the contract for the entire quantity or more or less expressed as a percentage specified in the tender notice. The contracting authority promptly notifies the award decision together with a copy of all minutes of the tender inspection and evaluation procedure to all tenderers except for the provisional contractor, using all advisable means, such as fax, email, etc. for which a delivery receipt is provided.

The award decision does not generate any legal effects if the contracting authority has not notified it to all tenderers. The legal effects of the award decision and especially the conclusion of the contract occur if and when the following conditions are cumulatively met: a) the deadlines set for exercising the remedies and forms of recourse stipulated in applicable provisions at the stage of pre-trial and judicial protection, and in rulings on stay of execution lapse without generating results; b) the award decision is notified to the provisional contractor insofar as the latter submits an updated version of the supporting documents under article 80 of Law 4412/2016, following the relevant notice.

Once the award decision generates its legal effects, the contracting authority asks the contractor to sign the contract within twenty (20) days from dispatch of the relevant special written notice, and produce the necessary performance bond accounting for 5% of the contract value without VAT.

The contract shall be put into effect once signed until 31.03.2018.

Article 25. Guarantees

Guarantees are issued by credit institutions legally operating in Member States of the EU or the European Economic Area or the Member States to the World Trade Organisation (WTO) Agreement on Government Procurement (GPA), which was ratified by Law 2513/1997

(A139), and vested with this right in accordance with applicable provisions. They may also be issued by the Single Fund for Self-Employed - Engineers and Public Contractors Pension Fund or provided by a note of the Deposit and Loans Fund following deposit of the respective sums thereat. If a deposit is established through a securities deposit note at the Deposit and Loans Fund, the coupons or dividends maturing during the guarantee period are returned upon maturity to the economic operator for whom the guarantee was granted.

The guarantees set forth in this article include at least the following particulars: a) date of issue, b) issuer, c) the contracting authority to which they are addressed, d) number of guarantee, e) amount covered by the guarantee, f) full corporate name, TRN, and address of the economic operator for whom the guarantee is issued, g) the terms that: aa) the guarantee is granted unconditionally and unreservedly, and the issuer waives the benefit to division and excussion and bb) in case the guarantee is seized, the respective amount is subject to the applicable stamp duty; h) the particulars of the relevant tender notice or call for expression of interest and the tender date; i) expiry date or validity period of guarantee; j) the guarantee issuer assumes the obligation to pay the amount of the guarantee in whole or in part within five (5) days following simple written notice of the party to whom the guarantee is addressed and k) in case of performance bonds and advance bonds, the number and title of the relevant contract.

25.1 Participation Bond in the procedure (CHAPTER D, ANNEX I, SPECIMEN 1)

"Participation bond" accounting for 2% of the contract's estimated value, VAT excluded: **amount 1.200 Euros.**

In the case of groupings of economic operators, a participation bond includes the term that the guarantee covers the obligations of all economic operators participating in the grouping.

A participation bond must be in effect for at least one month after expiry of the tender's validity period, namely for thirteen months. Prior to expiry of the tender, the contracting authority may ask the tenderer to extend, before expiry, the validity period of both tender and participation bond.

If a guarantee does not include all the above terms, it is returned as inadmissible and the tenderer in question cannot participate in the tender.

A participation bond is seized if the tenderer withdraws its tender during its validity period, provides false data or information set forth in articles 73-78 of Law 4412/2016, does not timely produce the supporting documentation stipulated in contract documents or does not timely present itself to sign the contract.

A participation bond is returned to the contractor once the latter produces a performance bond.

A participation bond is returned to the other tenderers once:

aa) the deadline for raising recourse or issuing a decision on recourse raised against the award decision has elapsed without generating any effects, and

bb) the deadline for issuing an injunction or a decision thereupon has elapsed without generating any effects.

25.2. Performance bond (CHAPTER D, ANNEX I, SPECIMEN 2)

The contractor shall submit a performance bond equal to 5% of the contract value, without VAT, before or after the contract is signed. A performance bond is seized in case contract terms are violated as the contract specifies. A performance bond covers in full, without distinction, the application of all contract terms and all requirements of the contracting authority or the project owner from the contractor. The validity period of a performance bond must be higher than the contractual shipment or delivery time, for the period specified in contract documents.

All the performance bonds are returned following definitive quantity and quality acceptance of the entire contractual scope.

A performance bond must be drafted in accordance with the specimen **(CHAPTER D, ANNEX I, SPECIMEN 2)**.

Article 26. MONITORING & ACCEPTANCE PROCEDURE – PENALTIES FOR DELAY

26.1 Project Monitoring and Acceptance

By decision of the Board of Directors of PIERIKI ANAPTIXIAKI, a Project Monitoring and Acceptance Committee (the "Committee") will be set up, as this is specified in contract terms on how to prepare the relevant acceptance reports. The Committee will operate according to the decision on its establishment (in cooperation with the Study Steering Committee-SST) and all decisions arising from its powers and the guidelines of the Contracting Authority shall be binding on the Contractor.

In case the Project Monitoring and Acceptance Committee or the Contracting Authority formulates written comments, they must be forwarded to the Contractor no later than 15 days from their submission. After assessing the scope of the necessary changes, the Committee specifies the period required for resubmitting the deliverable. If the Contractor's answers are not considered satisfactory, the Project Monitoring and Acceptance Committee or the Contracting Authority may raise the issue again and the above procedure is repeated until final acceptance.

If 20 business days elapse from submission of deliverables, they shall be automatically considered accepted on a provisional basis, subject to all rights of Pieriki Anaptixiaki. The period during which the acceptance of each deliverable takes place does not affect the anticipated project implementation time and next step completion and delivery milestones.

26.2 Penalties for delay (Article 218 of Law 4412/2016)

1. If services are provided at the contractor's fault following expiry of the contractual term, penalties may be imputed to the contractor until expiry of the extension granted, by reasoned decision of the contracting authority.

2. Penalties are calculated as follows: a) for delays limited to a period that does not exceed 50% of the anticipated total duration of the contract or in case of partial/interim deadlines of the respective deadline, a penalty of 2.5% of the contract value of the services provided belatedly is imposed, VAT excluded; b) for delays exceeding 50%, a penalty of 5% of the

contract value of the services provided belatedly is imposed, VAT excluded; c) penalties for overrun of partial deadlines are other than those imposed for overrun of the total contractual term and may be revoked by reasoned decision of the contracting authority, if the services concerned by the above partial deadlines are provided throughout total contractual term and approved extensions thereof, provided that the entire contract has been fully carried out.

3. The amount of penalties is deducted from/set off against the contractor's fee.

4. Imposing penalties does not deprive the contracting authority of the right to declare the contractor in forfeit.

Article 27. Payment method

27.1 PIERIKI ANAPTIXIAKI shall pay the Contractor according to project progress, using the document stipulated in the Transactions Tax Representation Code. Payment will be directly dependent on the certification of project works (acceptance attestation) by the Project Monitoring and Acceptance Committee, and on acceptance of project deliverables (interim and final) by the above Committee together with the issue of Acceptance Reports.

Based on the above, it is fixed as follows per phase:

(a) Phase 1: Emblematic dimension - INITIAL DIAGNOSIS PROSPECT (interdisciplinary analysis): acceptance of deliverables, payment of amount accounting for 10% of the contractual price.

(b) Phase 2: Emblematic dimension - PROSPECT OF EACH TERRITORY: acceptance of deliverables, payment of amount accounting for 50% of the contractual price.

(c) Phase 3: Emblematic dimension - PROSPECT OF NETWORK & RECOMMENDATIONS: acceptance of deliverables, payment of amount accounting for 40% of the contractual price.

27.2 Necessary supporting documents comply at a minimum with article 200(4) of Law 4412/2016 per phase:

a) Quantity and quality acceptance report during phase A & B **or**

Final quantity and quality acceptance report during phase C

b) Supplier's invoice during each phase

c) Tax and Social Security Clearance Certificates during each phase

In addition to the above supporting documents the competent service carrying out both inspection and payment may require any other supporting document, insofar as it is stipulated in applicable laws.

The Contractor is charged with all taxes, withholding tax, contributions and a 0.06% withholding payable to the Single Independent Authority of Public Contracts (Law 4013/2011, as amended and in force) to whom the Contractor is liable under law.

Article 28. Confidentiality

Contracting parties must protect the confidentiality of the information they obtain on the occasion and during execution of the contract. All information provided by the Contracting Authority to the Contractor at intervals and in any manner throughout the contract shall be treated in strict confidence.

Article 29. Intellectual property rights

29.1 The content of deliverables is an asset of the "Emblematic Mediterranean Mountains as Coastal destinations of excellence – EmbleMatiC" project and its partners who are entitled to freely reuse it. All materials produced shall be delivered to Pieriki Anaptixiaki by the Contractor during project implementation in accordance with the contractual time schedule and upon termination in any manner or expiry of the Contract.

29.2. Intellectual property and similar rights are expressly assigned to the partners of the "Emblematic Mediterranean Mountains as Coastal destinations of excellence – EmbleMatiC" project without paying any fee other than the fee stipulated in the Contract. The Contractor itself shall see to third beneficiaries granting these rights, at the Contractor's expenses.

29.3. The "Emblematic Mediterranean Mountains as Coastal destinations of excellence – EmbleMatiC" project and project partners shall be vested with exclusive rights to all materials, in both hard copy and on electronic media, and other Deliverables of the Contractor. The Contractor shall not be able to use them without approval by the partners of the "Emblematic Mediterranean Mountains as Coastal destinations of excellence – EmbleMatiC" project.

29.4. In case of actions or judicial remedies opened against PIERIKI ANAPTIXIAKI by a third party for any issue related to intellectual property rights in project Deliverables or works used by the Contractor to produce the Deliverables, PIERIKI ANAPTIXIAKI is obliged to immediately notify the Contractor in writing about all necessary details, and the latter must intervene and hold Pieriki Anaptixiaki harmless, both judicially and extrajudicially, against that third party, at the Contractor's expenses.

29.5. In any event, the Contractor shall bear all expenses incurred by PIERIKI ANAPTIXIAKI for that reason, including all court or legal fees, and shall compensate Pieriki Anaptixiaki for all direct or consequential losses incurred by any acceptance of the aforementioned action or remedy.

Article 30. Outcome of the Contract

No contracting party can assign or transfer the Contract or any part thereof, or any right or obligation arising therefrom. Banks are exempted from the above.

Article 31. Contractor's Obligations

31.1. The Contractor shall be obliged to execute the duties undertaken in the Contract in accordance with the contract terms, the Tender Notice, the Award Decision and its tender, otherwise it shall be obliged to compensate PIERIKI ANAPTIXIAKI for all its losses in accordance with law.

31.2. The Contractor shall appoint a representative and authorise him by means of special power of attorney to sign the Contract, represent it and to act on its orders and behalf on all matters related to the Contract. Moreover, the Contractor must appoint a deputy of the Representative with the same powers. Any change in the person or address of the Representative and/or its Deputy shall be reported in writing to Pieriki Anaptixiaki and shall apply following approval in writing.

31.3. The Representative and Deputy Representative of the Contractor are, among others, authorised to settle on his behalf all disputes arising from or connected to the Contract, and participate, when and where requested, in meetings with the competent monitoring and inspection bodies of PIERIKI ANAPTIXIAKI.

31.4. During services provision, the Contractor shall work closely with PIERIKI ANAPTIXIAKI and shall be obliged to take into account any comments relating to project implementation.

31.5. The Contractor shall be fully and exclusively responsible for observing the applicable law in terms of staff employed by it in discharging its contractual obligations. PIERIKI ANAPTIXIAKI shall have no obligation to pay remuneration for overtime or any other fees for the Contractor's or third party's staff.

31.6. The Contractor warrants that it will make available the scientific and other staff cited in its tender and also the associates cited there who shall have the necessary experience, know-how and skills, to fully match the contract requirements, and warrants and confirms that they will act in a spirit of cooperation in their contacts with the competent departments and officers of PIERIKI ANAPTIXIAKI or the persons indicated from time to time by it. Otherwise, Pieriki Anaptixiaki may require the replacement of a staff member of the Contractor, in which case the Contractor shall be obliged to replace such member with another person with similar experience and qualifications following relevant written notice to Pieriki Anaptixiaki.

31.7. Replacement of a member of the Contractor's staff on a request by it during project implementation may be done following PIERIKI ANAPTIXIAKI'S approval only with other persons with similar qualifications or experience. The Contractor shall be obliged to notify Pieriki Anaptixiaki in writing at least 30 calendar days prior to any replacement. In relation to the Project Manager or assistant project manager in particular, the length of notice to Pieriki Anaptixiaki in the case of replacement or withdrawal on any grounds from project implementation shall be at least 45 days prior to the date of the proposed replacement or withdrawal. In this period services shall be provided as normal.

Where members of the Contractor's Project Team withdraw from it or terminate the collaboration with it, the Contractor shall be obliged to ensure that during the time until their departure they provide their services as normal, and that outgoing associates are promptly replaced.

31.8. The Contractor is obliged to show all due care and diligence so as to prevent acts or omissions which could have results contrary to the interests of PIERIKI ANAPTIXIAKI.

31.9. In the case of force majeure, the burden of proof lies solely with the Contractor, who is obliged within 20 days from the incident constituting force majeure to report this in writing and to submit the necessary supporting documents to PIERIKI ANAPTIXIAKI. The Contracting Authority is obliged to provide a reasoned reply within a reasonable period from receipt of the Contractor's relevant request.

31.10. PIERIKI ANAPTIXIAKI is released of all liability and obligations in respect of any accidents or on any other grounds during project implementation. In the case of violation

or loss to third parties by natural persons employed by the Contractor or its Subcontractors, the Contractor is obliged to make restitution.

31.11. In case the Contractor is a joint venture, its members will be jointly and severally liable to PIERIKI ANAPTIXIAKI to fulfil all obligations arising from this Tender Notice. Any existing agreements between them on allocation of their responsibilities shall apply only to their internal relationships and cannot be presented under any circumstances to Pieriki Anaptixiaki as a reason of exemption of one member from the responsibilities and obligations of the other member(s) for project implementation.

In case the Contractor is a joint venture and during Contract performance any member of the joint venture cannot meet his obligations due to incapacity for any reason whatsoever or due to force majeure, the other members shall remain responsible for Contract performance under the same terms.

31.12. In the case above, the Contractor is obliged to inform PIERIKI ANAPTIXIAKI thereof in writing without undue delay. If Pieriki Anaptixiaki believes that the contract terms can be met by the remaining members of the joint venture, the Contract shall be fully carried out by the other members and shall still generate its legal effects. The relevant decision of Pieriki Anaptixiaki that the remaining members can fulfil the contract terms is notified in writing to the Contractor.

31.13. If PIERIKI ANAPTIXIAKI decides that the remaining members are not adequate to meet the contract terms, then the contracting joint venture should recommend a replacement with similar qualifications to those of the withdrawing member. Pieriki Anaptixiaki issues a decision approving such replacement. However, in case the proposal for a specific replacement is not accepted, Pieriki Anaptixiaki reserves the right to declare the Contractor in forfeit.

Article 32. Force majeure

The contractor who claims force majeure in accordance with article 204 of Law 4412/2016 shall be obliged, within twenty (20) days from the time force majeure events occurred, to report them in writing and submit the necessary evidence to the Contracting Authority.

Article 33. Declaration of economic operator in forfeit (article 203 of Law 4412/2016)

1. The contractor must be necessarily declared in forfeit of the award in its name and of all rights arising from such award, by decision of the competent decision-maker following opinion of the competent body:

a) in case the contractor does not appear to sign the contract within the deadline specified in the special notice, the contractor shall be declared in forfeit, its participation bond shall be seized by the contracting authority and the project shall be awarded to the tenderer who submitted the next most economically advantageous tender. If no tenderer appears to sign the contract, the award procedure shall be cancelled in accordance with article 106(2)(d) of Law 4412/2016.

b) If the Contractor does not meet its contractual obligations or does not comply with the written instructions of the Service, which comply with the contract or applicable provisions;

and c) if the Contractor has deliberately overrun the overall deadline for contract performance, taking into account any extensions.

2. In case there are reasons to declare the contractor in forfeit of the service contract, the contracting authority shall notify to the contractor a special reminder which shall lay down the provisions of this article and include a specific description of the actions the contractor must take, and shall fix a deadline for the Contractor's compliance. Such deadline must be reasonable and commensurate with the contract term but no less than fifteen (15) days. If the deadline set in the special reminder has lapsed without the contractor complying therewith, the contractor is declared in forfeit within a 30-day deadline from the fruitless lapse of the time limit set for compliance, by decision of the contracting authority. That decision shall lay down the reasons of the contractor's non-compliance with the special reminder and the forfeiture shall be justified by reference to the reasons that led to it.

3. The economic operator shall not be declared in forfeit of the award or assignment, or the contract where: a) the contract has not been signed at the responsibility of the operator that carries out the contract;

b) there is force majeure.

4. The following sanctions shall be imposed cumulatively on the economic operator who is declared in forfeit of the award, assignment or contract by decision of the decision maker within the Contracting Authority, following opinion of the competent body which must ask the interested party to provide explanations:

a) Seizure of all or part of the participation bond or contract performance bond, as appropriate.

In addition, the contractor may be disqualified temporarily from all procurement or service contracts of the bodies falling under the scope of this law in accordance with the provisions of article 74 of Law 4412/2016.

Article 34. Assignments-Transfers

The Contractor may not transfer or assign the Contract or part thereof without the written consent of the Contracting Authority. By way of exception, the Contractor may assign, without approval, its requirements from the Contracting Authority for payment of the Contractual Price, based on the contract terms, to a Bank of its choice which legally operates in Greece and a bank legally operating in Member States of the EU, and based on the WTO Agreement on Government Procurement which was ratified in Greece by Law 2513/97 (Government Gazette 139/A).

The Contracting Authority may approve a Contractor's request for transfer or assignment only for a particularly serious reason and where the person substituting the Contractor meets the selection criteria which applied to the award of the Contract. The assignment-transfer of the contract must be fully justified in relation to the Contractor's request and the approval/consent of the Contracting Authority. In case of substitution, the Contractor shall not be released from its obligations in relation to that part of the Contract already executed or the part not assigned.

Article 35. Applicable law

The Contract is governed by the Greek Law and the principles of Union Law. In case of disputes which might arise in relation to or in connection with the interpretation or execution or implementation of the Contract, or on its occasion, the Contracting Authority and the Contractor shall make every effort to amicably resolve them in accordance with rules on good faith and established business practice.

The Courts of Katerini shall be competent to resolve all disputes which cannot be resolved in accordance with the above.

CHAPTER B: TENDER EVALUATION METHOD

1. General

For a contractor to be appointed, each tender submitted by tenderers meeting the requirements of the supporting documents shall be evaluated and scored, having regard to technical tenders and in accordance with the terms of the tender.

Evaluation, scoring and ranking of tenders shall be based on the criteria and methodology set out below.

2. Evaluation of Technical Tender

For the purposes of the technical tender evaluation, the Tender Committee shall follow the procedure described below:

- a. The Tender Committee shall check the content of Project Technical Tenders to ascertain they meet the terms of the Tender Notice and register in a relevant report any tenders characterised as rejectable, analysing for each one of them the exact reasons of the rejection.
- b. The Tender Committee shall evaluate and score Project Technical Tenders in accordance with the evaluation criteria and instructions described in the paragraph below.
- c. The Tender Committee shall reject any tenders which, in its opinion: (c1) are vague or cannot be assessed or conditional and/or (c) deviate substantively from the terms and technical specifications of the tender notice.

3. Technical Evaluation Criteria

Those technical tenders that will be accepted and will not be rejected for any reason during previous stages of the tender procedure will be scored based on the criteria of the table below, taking into account the respective weighting coefficients.

	EVALUATION CRITERIA	WEIGHTING COEFFICIENTS
A	Section A: Organisation and Implementation Methodology	70%
A1	Description of Project implementation procedures	20%
A2	Documentation of ability to implement project parts based on overall experience and expertise	15%
A3	Understanding project scope, problem identification, recommendation of solutions	20%
A4	Project implementation time schedule	15%
B	Section B: Project team - Organisation of economic operator	30%
B1	Project Team Structure, roles and competences of executives (Organisation chart)	10%
B2	Adequacy of executives and allocation of employment	20%

The score ascribed to each criterion is a number up to two decimal places ranging from minimum 0 to maximum 10. The scores available for each criterion are as follows:

0-0.99: when the specific tender is unsatisfactory in terms of the specific criterion,

1-4.99: when the specific tender is only just satisfactory in terms of the specific criterion,

5-8.99: when the specific tender is satisfactory in terms of the specific criterion,

9-10: when the specific tender is exceptional in terms of the specific criterion.

A tender is deemed:

- unsatisfactory in terms of a specific criterion when it either does not respond to the specifications and minimum requirements for the specific criterion or it is considered unsuitable for the project;
- only just satisfactory in terms of a specific criterion when it corresponds in a rudimentary manner to the specifications and minimum requirements for the specific criterion;
- satisfactory in terms of a specific criterion when it corresponds in a full manner to the specifications and minimum requirements for the specific criterion;
- exceptional in terms of a specific criterion when it corresponds in a full manner to the specifications and minimum requirements for the specific criterion and offers additional options which are useful for the project.

Each member of the Tender Committee will score each of the individual elements of the technical evaluation criteria with a score from 0 to 10 (based on the above scale) up to two decimal places. The score ascribed to each criterion by the Tender Committee shall be established following a vote on the strongest scoring proposals (article 221(2) of Law 4412/2016).

This score is multiplied by the weighting coefficient for the criterion and the tender score for the specific criterion emerges. The overall score of the technical tender is deduced from the aggregate score for all criteria. In all the aforementioned calculations, numbers will be rounded off to the second decimal place. The third decimal place will be rounded down when the values are 0, 1, 2, 3, 4, and rounded up when the values are 5, 6, 7, 8, 9.

The Tender Committee shall recommend to the Contracting Authority that tenders with a technical tender score less than 50% of the maximum possible score should be rejected and not permitted to further partake in evaluation. Technical Tenders are evaluated with a weighting coefficient of 80%.

4. Evaluation of Financial Tender

Financial tenders will be opened once any objections are examined.

The date, place and time at which financial tenders will be opened will be notified, at the Contracting Authority's responsibility, by notice sent to those Tenderers whose technical tenders were scored and were deemed acceptable by decision of PIERIKI ANAPTIXIAKI's Committee.

Financial tenders will be opened at the offices of PIERIKI ANAPTIXIAKI at the date and time specified in the relevant notice before any attending authorised representatives of candidate contractors.

The Committee shall inspect the content of the Project's financial tenders to ascertain they meet the Tender Notice requirements.

Only tenders deemed acceptable in technical terms and compliant with the other terms of the tender notice shall be evaluated for selecting the most economically advantageous tender based on the best price-quality ratio.

Financial Tenders are evaluated with a weighting coefficient of 20%.

5. Final Evaluation of Tenders

During Final Evaluation the total score for tenders is calculated and tenders are ranked in declining order rounded off to two decimal places, based on the following formula:

$\Lambda_i = [0.80 * (B_i / B_{max}) + 0.20 * (K_{min}/K_i)] * 100$ where:

B_{max}: The overall score achieved by the best Technical Tender

B_i: The overall score of Technical Tender i

K_{min}: The overall comparative cost of the Tender with the lowest price

K_i: The overall comparative cost of the Tender i

The most economically advantageous tender means the tender which achieved the highest overall score, in other words the highest Λ_i .

Thereafter, the Tender Committee shall draft the relevant minutes and the Contracting Authority shall notify in writing its content to participants.

CHAPTER C: TECHNICAL SPECIFICATIONS

1. Implementation framework of the project «Emblematic Mediterranean Mountains as Coastal destinations of excellence – EmbleMatiC»

1.1 EMM: the network of Emblematic Mediterranean Mountains

The network of the Emblematic Mediterranean Mountains was launched in 2013 under the initiative of three rural areas in France, Greece and Bulgaria working within the framework of a leader programme.

They met on respective territories and worked together on common challenges:

- Preserving their patrimonial values from endogenous and exogenous threats,
- Sharing positive experiences and good practices,
- Increasing our international recognition.

They wrote a charter summarizing their common values.

They use the word EMbleMatiC to characterize the experience associated to the unique and exceptional nature of their mountains territories.

As an attempt to define their Emblematic dimension, they identified 6 common criteria: picturesque landscape, legend and myth, inspirational force (identity, arts...), historical places, biodiversity of exception and specific local services.

Finally, each territory produced one fact-sheet with a local description of each of the 6 criteria.

1.2. Interreg MED Programme (also see www.interreg-med.eu)

In June 2015, the EMM network was invited to present the work carried out so far during the Interreg MED programme open days to prepare the new period of 2014-2020.

New potential partners were identified and a meeting was organised in September 2015.

The new partnership shared commons issues in relation to unbalanced tourist flows concentrations and confirmed their will to propose a new positioning for their tourism development policy.

The Interreg Med programme seemed to provide the perfect framework for this new shared ambition, so they answered the first call for modular project by submitting an application for the EMbleMatiC cooperation project.

1.2.1. Overall objective of the programme

The overall objective of the MED programme is to promote sustainable growth in the Mediterranean area by fostering innovative concepts and practices (technologies, governance, innovative services...), reasonable use of resources (energy, water, maritime resources...) and supporting social integration through integrated and territorially based cooperation approach.

1.2.2. Programme funding

The Interreg MED programme is co-financed by the European Regional Development Fund (ERDF) supplemented by match funding from projects (national counterparts).

1.2.3. Interreg Med 2014 2020

The MED 2014-2020 programme is committed to the development of a new thematic and method-logical basis to:

- seek the improvement of the quality of the contents and aims of the programme, pursuing the development already started in the 2007-13 programming period;
- respect the requirements of the new Regulations recalling for more thematic concentration;
- answer the demands of the actors of the European territorial cooperation in the challenging socio-economic context of the Mediterranean.

1.2.4. Priority Axes and Specific objective of the Interreg MED Programme

The EMbleMatiC project belongs to the Priority Axis 3 “Protecting and promoting Mediterranean natural and cultural resources” and to the Specific Objective 3.1 “To enhance the development of a sustainable and responsible coastal and maritime tourism in the MED area” of the INTERREG MED operational programme.

This specific objective is to enhance the development of policies and increase the coordination of strategies between territories at interregional and transnational level regarding the development of a sustainable and responsible coastal and maritime tourism, in line with the integrated coastal zone management and maritime spatial planning principles, through cooperation and joint planning.

The **result indicator** aims at measuring the level of sustainability of tourism in MED coastal regions.

1.3 EMbleMatiC Project

In September 2016 the application form for the EMbleMatiC project was approved by the Interreg Med Managing authority.

1.3.1. Project acronym – full name

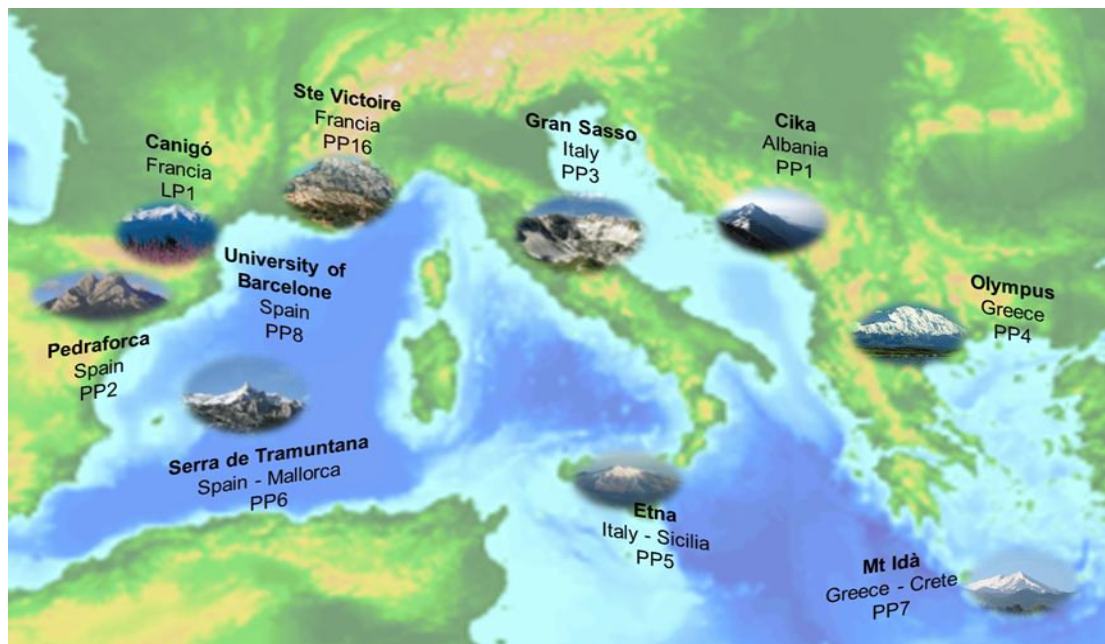
EMbleMatiC

To qualify Emblematic **M**editerranean **M**ountains as **C**oastal destinations of excellence.

1.3.2. Project partnership

The partnership includes 5 countries, 9 mountains and one university (CETT-UB Barcelona):

- Syndicat Canigó Grand Site – France / LRMP (LP1)
- Métropole Aix Marseille- Ste Victoire Grand Site – France / PACA (PP16)
- Development agency of Berguedà – Spain / Catalonia (PP2)
- Consell Insular de Mallorca – Spain / Balearic Islands (PP6)
- Gal Terre dell’Etna e dell’Alcantara – Italy / Sicilia (PP5)
- Gal Gran Sasso Velino – Italy / Abruzzo (PP3)
- Pieriki Anaptixiaki – Greece /Olympus (PP4)
- Akomm-Psiloritis – Greece / Crete (PP7)
- Himara Municipality – Albania (PP1)
- School of Tourism, Hospitality and Gastronomy – Spain /Barcelona (PP8)



(map under consideration to include in tendering document by legal department of Pieriki)

1.3.3. Project description

The overall objective of the EMbleMatîC project is to create and test a new and radically different tourism offer based on the features of these mountains and offering an alternative to the traditional holiday on the beach.

This project is organised around three strategic objectives:

- To re-balance tourist flows concentrations between the sea and the mountain, to extend the season and to improve economic returns for the territories.
- to co-build and experiment a slow tourism offer located in the hinterland coastal mountainous area (by the creation of 9 eco-itineraries based on the emblematic singularities of each territory)
- to improve the international recognition of our singularity: shared communication actions should lead the territories toward the definition of an umbrella brand based on a sustainable and responsible tourism approach.

Should the evaluation prove positive, more mountains could join the network to evolve their tourism policies.

1.3.4. Project implementation Framework: a modular approach

For the 2014-2020 period, the MED cooperation programme allows project partners to set up projects based on different “modules”.

These modules correspond to different phases of a public intervention, namely:

- a study phase, with the development of strategies and policies (Work package 3 – WP3)
- a phase to test hypotheses and implement pilot projects (Work package 4 – WP4)
- a phase of transfer to capitalise results at transnational level (Work package 5 – WP5)

These terms of reference are included in the study phase (WP3)

2 others transversal Work packages are included in the modular approach: Management of the project (WP1) and Communication (WP2).

1.3.5 Key deliverables of the whole project

For the WP 3: STUDYING

- Common methodological framework for the characterization of the “emblematic dimension” of each territory with a participative approach (but also a way to appreciate the eligibility of future mountains to join the network)
- Final report on the in-depth study of the EMbleMatiC dimension of our touristic destinations.

For the WP 4: TESTING

- A marketing brief for an EMbleMatiC slow tourism product in the coastal med mountains area.
The CETT will capitalise on the results of the study to decline them into a more operational shared frame of reference for each partner to launch its own pilot action.
- Creation of 9 emblematic slow tourism eco-itineraries: each one developing the emblematic dimension specific to each partner territory whilst including the common emblematic elements listed in the marketing brief.

For the WP5: TRANSFERRING

- A transfer guide for the implementation of eco-itinerary for Emblematic Mediterranean Mountains as coastal destinations of excellence.
Its aim will be to disseminate the lessons we learnt and the practical recommendations.
- A Quality referential for the EMM, as costal destinations of excellence.

For the WP2: COMMUNICATION

- Common communication tools with a shared umbrella brand.

For the WP1: MANAGEMENT OF THE PROJECT

- Common monitoring tools for the management of the project according to defined methodology and Programme’s guidelines.

2. CONTRACTOR’S MISSION

2.1 Strategic objective of the mission

To study in depth, qualify and reveal precisely the common components characterizing the emblematic dimension of each involved coastal mountainous territory, before consolidating them into a set of shared values underlying the singularity of the Emblematic Mediterranean Mountains network, with the view of using them at different operational levels.

(The aim is to grasp what constitutes the common foundation of this emblematic dimension on all aspects: environmental, social, economic, societal/sociological and cultural/heritage).

2.2. Specific objectives of the mission

2.2.1 To seek an external view on our initial attempt to define our common Emblematic dimension/sense of place, in order to enhance it in the interest of the network and of this project.

(This initial attempt rested on the identification of 6 common criteria: picturesque landscape, legend and myth, inspirational force (identity, arts...), historical places, biodiversity of exception and specific local services).

2.2.2 To define the common foundation of our network as a factor of differentiation when defining a common positioning in relation to sustainable tourism.

2.2.3 To have concrete advices and operational recommendations on future eco-tourism products to better manage flows and returns in our respective hinterland coastal territories.

2.2.4 To pro-actively/actively involve local stakeholders of each territory into this qualification process of the emblematic dimension of their territory and the network.

(Elected representatives, actors dealing with tourism, culture, economy, environment, site management as well as inhabitants, associations and NGO's...).

2.3. Scope within project

The results of this study will be the main differentiator for tourism positioning, on which the WP4 (Testing) will be implemented, meeting the project's specific objective No. 1: to co-build and experiment a slow tourism offer located in the coastal mountainous area.

2.4 Phasing of the study and expected outcomes from the contractor

2.4.1 Preliminary considerations

The contractor is asked to bear the following considerations in mind when conducting the study:

a) The strong sense of place of emblematic landscapes

Each of the emblematic mountain of the network is a complex living character, the combined work of man and nature, evolving from past to future.

Their visible and tangible character displays an iconic, unique and distinctive landmark.

Their invisible and intangible character lies in the unique experience of living in an Emblematic landscape. It becomes part of the inhabitant's identity, a matter of shared recognition, a mirror of ourselves.

The local people shared ownership and responsibility for their landscape mirrors the unique sense of place experienced.

The study should help to clarify the components of this sense of place before looking at operational recommendations.

b) The methodology

Considering the budget limit, the number of territories involved and the challenge of qualifying a common dimension for a multi-lingual and multi-cultural partnership, the contractor should suggest a methodology that should allow each partner to take ownership of the task and collect all the relevant data among its local stakeholders.

c) The way of working

During the mission, the contractor must closely collaborate:

- Not only with each of the nine partners of the project with an emblematic mountain (LP1 to PP16) by actively operating in each of the nine involved territories;
- But also with the partner PP8 (School of Tourism, Hospitality and Gastronomy CETT-UB partner CETT) with the aim to prepare the future operational translation of these singularities into a marketing brief.

d) Steering / Monitoring

-The study steering committee will follow each step of the mission implementation: it will support the appointed whenever requested during the full duration of the study and will proofread and fine tune the produced materials.

-The contractor will monitor the progress of the study according to the terms of the contract.

2.4.2 General definition of the mission

This mission should start with the recruitment in May 2017 and end with the delivery of all final versions of deliverables which is expected to be completed by the latest, the 31st March 2018 and after attending the thematic workshop organized in Bergueda Spain.

Thus, the mission will consist of 3 phases shared over a duration of approximately 12 months

Phase 1: EMbleMatiC dimension INITIAL DIAGNOSIS PERSPECTIVE (pluri-disciplinary analysis)

Phase 2: EMbleMatic dimension EACH TERRITORY PERSPECTIVE

Phase 3: EMbleMatic dimension NETWORK PERSPECTIVE & RECOMMENDATIONS

Phase 1 - EMbleMatiC dimension – INITIAL DIAGNOSIS PERSPECTIVE	
Calendar	From recruitment till end of July 2017
Expected outcomes	<p>This diagnosis should allow through a <u>multi-disciplinary approach</u> (sociology/anthropology, geography/landscape, local economy, tourism):</p> <ul style="list-style-type: none"> - <u>An external view</u> on our initial attempt to define by “emblematic” the singular and unique sense of place experienced in each Emblematic Mediterranean Mountain - <u>A methodological operative framework</u> to elicit, interpret and qualify these identarian singularities as differentiation elements of a new sustainable tourism positioning as “emblematic mountains”
Steps (Actions to be implemented by the contractor)	<ul style="list-style-type: none"> - <u>Initial communication</u> with the study scientific committee responsible to monitor the study. - <u>Preliminary analysis</u> of the objectives of the study and all resources provided (documents) based on the submitted proposal and methodology. - <u>Participation to the Thematic Workshops</u> organized by project partners Gran Sasso, L’Aquila, Italy, 12-16/06/2017 - <u>Capitalisation on TWS meeting minutes</u> to consolidate the methodological operative framework
Deliverables	<p><u>Operative methodological framework</u> for the process of emblematic singularities qualification</p> <ul style="list-style-type: none"> -<u>Preliminary version</u> for the 12/06/17: to introduce the qualification process with partners during the first thematic workshop. -<u>Operative version</u> for the end of July: to launch the qualification process with

	partners during the following months.
Steering	<p>Virtual periodical meetings between the Contractor and the Study Steering Committee to monitor progress and validate outcome and deliverables.</p> <p>Prior to TWS, virtual meeting with the moderator of the TWS.</p> <p>Validation of the operative version for the end of July</p>

Phase 2: EMbleMatiC dimension – EACH TERRITORY PERSPECTIVE	
Calendar	From 19/06/2017 till end of December 2017
Expected outcomes	<p><u>The implementation in each partner territory the operative methodological framework</u> to elicit, interpret and qualify these identarian singularities as differentiation elements of a new tourism positioning as “emblematic mountains”: public meetings, case study.</p> <p><u>The consolidation of the implementation results</u> into a study report on the EMbleMatiC dimension of these Coastal Mediterranean Mountains territories.</p>
Steps (Actions to be implemented by the contractor)	<ul style="list-style-type: none"> - <u>Nine telephone interviews</u> with representatives of the involved territories. - Drafting of a <u>template for each involved territory case study</u> on satisfying the system qualifying the singularities. - Drafting of a <u>common template framework to conduct each local meeting</u> to be implemented in each one of the nine involved mountainous areas (these local meetings will be organized and moderated by each partner). Creation of a <u>template for the minutes</u> of these meetings. - <u>Creation of a mapping diagram</u> of the emblematic dimension and inclusion of its guidelines, resulting in a system qualifying the singularities of the network of Emblematic Mediterranean Mountains, of each involved territory and future potential partners. - <u>Support</u> of the nine mountains territories on <u>the implementation of case studies</u> and local meetings (no participation involved). - <u>On-site research</u> in each of the 9 involved territories: In France: Canigó and Sainte Victoire In Italy: Gran Sasso and Etna In Greece: Olympus and Ida (Psiloritis) In Spain: Pedraforca and Serra de Tramuntana In Albania: Cika - <u>Participation to the second Thematic Workshop</u> organized by project partner Serra de Tramuntana, Mallorca, Spain, 12/2017
Deliverables	<ul style="list-style-type: none"> - <u>Toolbox for the local implementation of the operative methodological framework</u> (in September 2017): <ul style="list-style-type: none"> ○ Mapping diagram with guidelines ○ Common template to all territories case studies: (meeting framework & minutes template)

	<ul style="list-style-type: none"> - <u>Interim report with a presentation of the general framework</u> to highlight the differentiation elements of the tourism positioning as “emblematic mountains” (September 2017) - <u>Study Report on the Emblematic Dimension of the Coastal Mediterranean Mountains</u>: first version to be ready for presentation in December 2017 at Thematic Workshop in Mallorca whilst introducing the future role of CETT in WP4.
Steering	<ul style="list-style-type: none"> - At least monthly virtual meetings between the Contractor and the Study Steering Committee to monitor progress and validate the toolbox - Prior to TWS, virtual meeting with the moderator of the TWS.

Phase 3: EMbleMatIc dimension NETWORK PERSPECTIVE & RECOMMANDATIONS	
Calendar	From December 2017 till March 2018
Expected outcomes	<p>- <u>Final report on the study- Referential to qualify potential new partners to the EMM network</u></p> <p>- <u>Recommendations for the implementation of an emblematic slow tourism product (eco-itinerary)</u> based on the singularities of our emblematic dimension: general guideline, suggestion of the baseline and content of the eco-itineraries to be implemented within the framework of WP4 “Testing”.</p>
Steps (Actions to be implemented by the contractor)	<p>- <u>Proposal on the emblematic elements/factors of each involved mountainous territory for the drafting of eco-itineraries</u> (connection to WP4).</p> <p>- <u>Synthesis</u> of all steps.</p> <p>- <u>Participation to the final Thematic Workshops</u> organized by project partner Pedraforca, Catalunya, Spain, 3/2018: change of module with closure of WP3 and opening of WP4</p>
Deliverables	<p><u>Study Report on the Emblematic Dimension</u> of the Coastal Mediterranean Mountains: final version to be ready and validated for February 2018.</p> <p>- <u>A final document</u> (at least 60 pages A4, Arial 12, excluding Appendixes) including:</p> <ul style="list-style-type: none"> ○ The general framework updated with the crossing-analysis, result of each study-case ○ The methodological advices for the implementation of emblematic eco-itineraries ○ The initial operational proposals of these eco-itineraries based on the emblematic dimensions <p>- <u>An appendix</u> to the study including all collected documentation (case studies, minutes of local meetings...).</p> <p>- <u>A synthesis</u> (at least 20 pages A4, Arial 12) that will constitute the reference document of the singularities of the Emblematic Mediterranean Mountains Network, applied on the nine involved territories.</p>

Steering	-At least monthly virtual meetings between the Contractor and the Study Steering Committee will take place for clarification and progress recording.

2.4.3 Indicative and minimum contents of the study

Please find below what we perceive to be the minimum elements that the final study report should include. This list is non-exhaustive and restrictive: therefore, it remains evolutive according to the contractor specific approach.

Part 1 Presentation of Initial Diagnosis perspective on the EMbleMatiC dimension

- The concept of “emblematic dimension”:
- The mountainous territories identarian singularities as differentiation elements of a new sustainable tourism positioning as “emblematic mountains”.
- The methodological operative framework to elicit and qualify for each territory the identarian singularities that define it, according to a multi-disciplinary approach (geography/landscape, cultural, sociology/anthropology, local economy/tourism).

Part 2 Evaluation of Each territory perspective on the EMbleMatiC dimension

- The common tools or general framework to conduct each territory concertation on their emblematic singularities (templates for local meeting, case study, mapping diagram...)
- On-site case-studies in each of the nine territories involved for the identification and qualification of the singularities that define their emblematic dimension.
- The emblematic dimension of an area as differentiation elements for a new form of tourism positioning to leverage local development (emblematic branding of an area, conversion of an area to destination).

Part 3 EMbleMatiC dimension Network perspective & Recommendations

- The general framework updated with the crossing-analysis, result of each study-case
- The methodological advices/criteria for the implementation of emblematic eco-itineraries
- The initial operational proposals for each territory of these eco-itineraries based on their emblematic singularities

2.4.4 Indicative time-schedule for the mission:

		2017										2018		
		4	5	6	7	8	9	10	11	12	1	2	3	
	Recruitment Process													
Study	Phase 1		mid May - end of July											
	Phase 2			19/06 - end of December										
	Phase 3										mid December - mid March			
Actions	CETT Marketing Brief											CETT Preparation of Marketing Brief		
				13-16 June 2017 Gran Sasso ITALY 1st TWS						December 2017 Mallorca SPAIN 2nd TWS			March 2018 Bergueda SPAIN 3rd TWS	

3. Time schedule

The mission will end with the complete delivery and validation of all deliverables.

The final deliverable (final version of the study) should be transmitted before the 28th of February 2018 in order to be presented to the third working meeting of the network in March 2018.

4. Resources available for the contractor in English language

4.1 From the EMM initial period 2013-2105

- The charter of EMM network
- The five fact-sheets drafted for the initial partners:
Canigó and Sainte Victoire in France, Pedraforca in Spain, Olympus in Greece and Razlog in Bulgaria.

4.2 From our EMbleMatiC project

- The project overview
- The time schedule for the EMbleMatic Project

4.3 From our kick-off meeting in January 2017

- Words from the lead partner on the kick-off meeting
- Minutes of the thematic workshop part Two: let's all share an experience of EMbleMatiC criteria

CHAPTER D: ANNEXES

ANNEX I: SPECIMEN LETTERS OF GUARANTEE DRAFT TENDER PARTICIPATION BOND

SPECIMEN 1

TO

.....

GUARANTEE LETTER No..... FOR AN AMOUNT OF EURO

1. We hereby inform you that we provide an express, irrevocable and unconditional guarantee being severally liable to you and as primary debtors of for an amount of EUR Our liability for the participation of in the tender of (date of conduct) for implementation of the project and for any postponement thereof is limited to the aforementioned amount.
2. We hereby expressly and irrevocably waive the pleas of the benefit to division and excussion, any right to raise pleas of the principal debtor, even non-personal ones, in respect of you, and more specifically all other pleas pursuant to articles 852-855, 862-864 and 866-869 of the Hellenic Civil Code, as well as any and all rights deriving from those Articles.
3. In case you decide, at your unfettered and free discretion, and notify us that did not meet its obligation described in point 1 above, we declare that we hereby undertake the explicit obligation to pay you, without raising any objection, upon simple written notice, the amount of the guarantee in whole or in part, in accordance with your instructions and within three (3) days from the date you so request. Should the guarantee be seized, the seized sum is subject to the fixed stamp duty.
4. No authorisation or consent on behalf of shall be required for the payment of said guarantee, nor shall any objection or reservation or recourse to arbitration or courts on its behalf requesting non-seizure of the guarantee letter or that it be subject to court sequestration be taken into account.
5. We further declare that our said guarantee shall remain in full effect until (a date fixed at 390 calendar days from the day following the conduct of the tender). Until then, we remain responsible for the immediate payment of the guarantee amount to you.
6. We hereby certify that all applicable guarantee letters of our Bank granted to the State and Public Law Bodies Corporate, including the present one, do not exceed the limit provided for by Law for our Bank.

**DRAFT PERFORMANCE BOND
SPECIMEN 2**

TO

.....

GUARANTEE LETTER No..... FOR AN AMOUNT OF EURO....

1. We hereby inform you that we provide an express, irrevocable and unconditional guarantee being severally liable to you and as primary debtors of for an amount of EUR Our liability for the proper performance of the Contract terms between and is limited to the aforementioned amount.
2. We hereby expressly and irrevocably waive the pleas of the benefit to division and excussion, any right to raise pleas of the principal debtor, even non-personal ones, in respect of you, and more specifically all other pleas pursuant to articles 852-855, 862-864 and 866-869 of the Hellenic Civil Code, as well as any and all rights deriving from those Articles.
3. In case you decide, at your unfettered and free discretion, and notify us that did not meet its obligation described in point 1 above, we declare that we hereby undertake the explicit obligation to pay you, without raising any objection, upon simple written notice, the amount of the guarantee in whole or in part, in accordance with your instructions and within three (3) days from the date you so request.
4. No authorisation or consent on behalf of shall be required for the payment of said guarantee, nor shall any objection or reservation or recourse to arbitration or courts on its behalf requesting non-seizure of the guarantee letter or that it be subject to court sequestration be taken into account.
5. We further declare that our said guarantee shall remain in full effect until (date fixed as of signing of the contract and effective for two (2) months from project expiry). Until then, we remain responsible for the immediate payment of the guarantee amount to you.
6. We hereby certify that all applicable guarantee letters of our Bank granted to the State and Public Law Bodies Corporate, including the present one, do not exceed the limit provided for by Law for our Bank.

ANNEX II
FINANCIAL TENDER TEMPLATE

TO: PIERIKI ANAPTIXIAKI S.A.- O.L.A.

CORPORATE NAME OF TENDERER

Place, date

PROJECT: "Preparation of an expert report recording and analysing the EMbleMatiC dimension of the 9 partners' territories belonging to the 'Emblematic Mediterranean Mountains as Coastal destinations of excellence – EmbleMatiC' project and members of the EMM network".

FINANCIAL TENDER

PROJECT	FINANCIAL TENDER IN € (VAT excl.)	VAT IN €	FINANCIAL TENDER IN € (Incl. VAT)
Preparation of an expert report recording and analysing the EMbleMatiC dimension of the 9 partners' territories belonging to the 'Emblematic Mediterranean Mountains as Coastal destinations of excellence – EmbleMatiC' project and members of the EMM network			

Financial tender in € (VAT excl.) in words:

VAT in € in words:..... ..

Financial tender in € (including VAT) in words:

The tender shall be in effect for 12 months from the day following the conduct of the tender.

(Signature)

ANNEX III

Identification evidence of the tenderer or candidate legal entity

As regards societe anonyme (S.A.):

1. Issues of the Government Gazette showing the company's incorporation and the latest amendment to the Articles of Association (photocopy).
2. Excerpt of the General Meeting minutes with respect to the election of the applicable Board of Directors (true copy of the original).
3. Minutes of the Board of Directors regarding its official constitution and showing the persons legally representing and binding the legal entity with their signature together with the respective Government Gazette issues where they were published (photocopies).

As regards limited liability companies (Ltd.):

1. Photocopy of the latest codified Articles of Association.
2. Government Gazette Issue in which the summary of the Articles of Association was published (photocopy).

As regards private companies, general and limited partnerships:

1. Photocopy of the latest codified Articles of Association.
2. Photocopy of the latest amendment.

As regards sole traders – natural persons:

Photocopy of business commencement attestation by the competent Tax Office

Groupings and joint ventures of suppliers submitting a joint tender shall submit the above supporting documents along with their tender for each participant in the grouping or joint venture.

Supporting documents issued in a state other than Greece shall be accompanied by an official translation in Greek.

If the Member State or country in question does not issue such documents or certificates, or where these do not cover all the aforementioned cases, they may be replaced by a declaration on oath or, in Member States or countries where there is no provision for declarations on oath, 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, in the Member State or country of origin or in the Member State or country where the economic operator is established.

ANNEX IV
STANDARD FORM FOR SELF-DECLARATION
[article 79(4) of Law 4412/2016 (A147)]
on public contracts below the thresholds of the guidelines.

Part I: Information on the contracting authority/entity and award procedure

Provision of publishable information nationwide which enable indisputable identification of the public procurement procedure:

A: Name, address and contact details of the contracting authority (CA)/ entity

- Name: [PIERIKI ANAPTIXIAKI S.A.- O.L.A.]
- Code of Contracting Authority / Entity in Public Contracts Central Electronic Register: [100028966]
- Postal address/ City / Postcode: [17B, 16th Oktovriou St./Katerini/GR-60100]
- Contact person: [P. Partsalidou]
- Telephone: [+30-2351027541]
- Email: [pieriki@otenet.gr]
- Website: [www.pieriki-anaptixiaki.gr]

B: Information on public procurement procedure

- Title or brief description of the public contract (including the relevant CPV):
- Register Code: [Register-related unique identifier]
- The contract refers to works, procurement or services: [Services]
- If applicable, please indicate relevant parts: [-]
- Reference no. ascribed to the folder by the contracting authority (if any): [.....]

ALL OTHER INFORMATION IN EACH SECTION OF THE STANDARD FORM FOR SELF-DECLARATION MUST BE FILLED IN BY THE ECONOMIC OPERATOR

Part II: Information on the economic operator

A: Information on the economic operator

Identification particulars:	Answer:
Full corporate name:	[.....]
Tax Registration Number: If there is no taxpayer registration number in the country where the economic operator is established, please indicate other national identification number, if required and available	[.....]
Postal address:	[.....]
Competent person(s) ⁱⁱ : Tel.: Email: Website (if any):	[.....] [.....] [.....] [.....]
General Information:	Answer:
Classification of economic operator as micro, small- or medium-sized enterprise ⁱⁱⁱ	
<u>Only in case of exclusive procurement under article 20:</u> Is the economic operator a protected laboratory or "social enterprise" ^{iv} ? Does the economic operator provide for contract performance in the context of protected employment plans? If yes , which is the respective percentage of disabled or disadvantaged workers? If necessary, please specify the category(-ies) of disabled or disadvantaged workers.	[] Yes [] No [.....] [.....] [.....]
As applicable, is the economic operator registered with an official list/Register of approved economic operators or does he have an equivalent certificate (e.g. based on a national (pre)qualification system)?	[] Yes [] No [] Not applicable
If yes: Please answer to the other parts of this section, section B and, if necessary, section C of this part. Please fill in part V, as applicable, and, in any event, fill in and sign part VI.	

<p>a) Please indicate the name of the list or certificate and the relevant registration or certification number, as applicable:</p> <p>b) If the registration certificate or certification is available online, please indicate:</p> <p>c) Please report the supporting documents on which registration or certification is based and, as the case may be, ranking in an official list^v:</p> <p>d) Does registration or certification meet all necessary qualification criteria?</p> <p>If not: <u>In addition, please fill in the missing information from part IV, sections A, B, C or D,</u> <u>as the case may be, ONLY if required by the relevant tender notice or contract documents:</u></p> <p>e) Can the economic operator produce an attestation on payment of social security contributions and taxes or provide information enabling the contracting authority or entity to obtain such attestation directly by accessing a national database in any Member State this is available free of charge?</p> <p>If the relevant documentation is available online, please report:</p>	<p>a) [.....]</p> <p><i>b) (website, issuing authority or body, accurate reference of documents): [.....][.....][.....][.....]</i></p> <p>c) [.....]</p> <p>d) <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>e) <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><i>(website, issuing authority or body, accurate reference of documents): [.....][.....][.....][.....]</i></p>
<p>How to participate:</p>	<p>Answer:</p>
<p>Does the economic operator participate in the public procurement procedure jointly with others^{vi}?</p>	
<p><i>If yes, please see to the submission of a separate Standard Form for Self-Declaration by the other involved economic operators.</i></p>	
<p>If yes:</p> <p>a) Please report the role of the economic operator in the grouping or joint venture (lead partner, responsible for specific duties, etc.):</p> <p>b) Please specify any other economic operators jointly participating in the public</p>	<p>a) [.....]</p> <p>b) [.....]</p>

procurement procedure: c) Corporate name of participating grouping or joint venture, as the case may be.	c) [.....]
Parts	Answer:
Please indicate the part(s) for which the economic operator wishes to submit a tender, as the case may be.	[]

B: Information on the legal representatives of the economic operator

As the case may be, please report the name and address of the person(s) competent/authorised to represent the economic operator for the purposes of this public procurement procedure:

Representation, if any:	Answer:
Full name together with the date and place of birth, if necessary:	[.....] [.....] [.....]
Post/Acting in the capacity	[.....]
Postal address:	[.....]
Tel.:	[.....]
Email:	[.....]
If necessary, please provide details on the representation (forms, extent, purpose, etc.):	[.....]

C: Information on reliance on the capacities of other OPERATORS^{vii}

Reliance:	Answer:
Does the economic operator rely on the capacities of other economic operators to meet the selection criteria specified in part IV and (any) criteria and rules laid down in part V below?	<input type="checkbox"/> Yes <input type="checkbox"/> No

If yes, please attach a separate Standard Form for Self-Declaration including the information required by **sections A and B of this part, and by part III for each** of the relevant operators, duly filled in and signed by their legal representatives.

It is stressed that they should also include the technical staff or technical services, whether they fall directly under the economic operator's enterprise or not, especially quality control officers and, in case of public works contracts, the technical staff or technical services available to the economic operator for contract performance.

If they are relevant to the special capacity(ies) on which the economic operator relies, please include the information required by parts IV and V for each of the economic operators.

D: Information about subcontractors on whose capacity the economic operator does not rely

(This section is filled in only if the relevant information is expressly required by the contracting authority or entity)

<i>Subcontracting:</i>	<i>Answer:</i>
Does the economic operator intend to subcontract any part of the contract to third parties?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes , please cite a list of the suggested subcontractors and the percentage of the contract they will assume: [...]

If the contracting authority or entity expressly asks for this information (under article 131(5) or if the tenderer/candidate economic operator intends to subcontract to third parties a part of the contract which is in excess of 30% of the total contract value in accordance with article 131(6) and (7), in addition to the information stipulated in this section, please provide the information required by sections A and B of this part, and by part III for each subcontractor (or category of subcontractors).

Part III: Disqualification grounds

A: Disqualification grounds related to criminal conviction^{viii}

Article 73(1) sets forth the following disqualification grounds:

- 5. participation in a **criminal organisation**^{ix},
- 6. **corruption**^{x xi}
- 7. **fraud**^{xii}.
- 8. **terrorist offences or offences linked to terrorist activities**^{xiii}.
- 9. **money laundering or terrorist financing**^{xiv}.
- 10. **child labour and other forms of trafficking in human beings**^{xv}.

Reasons related to criminal conviction:	Answer:
Has any final judgment been handed down convicting the economic operator or any person ^{xvi} who is a member of its administrative, management or supervisory body or has powers of representation, decision or control therein for any of the reasons laid down above (points 1-6), or has any conviction been handed down five years earlier at the maximum or directly fixed a period of disqualification that is still in effect?	<input type="checkbox"/> Yes <input type="checkbox"/> No <i>If the relevant documentation is available online, please report: (website, issuing authority or body, accurate reference of documents):</i> [.....][.....][.....][.....] ^{xvii}
If yes, please indicate ^{xviii} : a) Date of conviction by specifying which one of points 1 to 6 relates to the reason(s) of conviction b) Please specify the person convicted []. c) If directly specified in the conviction:	a) Date: [], point(s): [], reason(s): [] b) [.....] c) Duration of disqualification period [.....] and relevant point(s) [] <i>If the relevant documentation is available online, please report: (website, issuing authority or body, accurate reference of documents):</i> [.....][.....][.....][.....] ^{xix}
In case of conviction, has the economic operator taken any measures proving its reliability despite the existence of the relevant disqualification ground ("self-cleaning" process) ^{xx} ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, describe the measures taken ^{xxi} :	[.....]

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

Payment of taxes or social security contributions:	Answer:	
1) Has the economic operator fulfilled all its obligations regarding payment of taxes or social security contributions^{xxii} , in Greece and the country where that operator is established?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<p>If not, please report:</p> <p>a) Country or Member State concerned:</p> <p>b) What is the relevant amount?</p> <p>c) How was default established?</p> <p>1) By court ruling or administrative decision?</p> <p>- Is that ruling/decision final and binding?</p> <p>- Please indicate the date of conviction or decision</p> <p>- In case of conviction, please indicate the duration of the disqualification period, if directly specified therein:</p> <p>2) By other means? Please clarify:</p> <p>d) Has the economic operator fulfilled its obligations by paying the taxes or social security contributions due including, as the case may be, accrued interest or fines, or by entering into a binding settlement for their payment?^{xxiii}</p>	<p>TAXES</p> <p>a) [.....].</p> <p>b) [.....]</p> <p>c.1) <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>- <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>- [.....].</p> <p>- [.....].</p> <p>c.2) [.....].</p> <p>d) <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, please report details [.....]</p>	<p>SOCIAL SECURITY CONTRIBUTIONS</p> <p>a) [.....].</p> <p>b) [.....]</p> <p>c.1) <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>- <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>- [.....].</p> <p>- [.....].</p> <p>c.2) [.....].</p> <p>d) <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, please report details [.....]</p>
<i>If the relevant documentation pertaining to the payment of taxes or social security contributions is available online, please report:</i>	<p><i>(website, issuing authority or body, accurate reference of documents):</i> ^{xxiv}</p> <p>[.....][.....][.....]</p>	

C: Reasons related to insolvency, conflict of interest or professional misconduct

[illegible]

	[.....]
<p>Has the economic operator entered into any agreements with other economic operators aiming at distorting competition?</p> <p>If yes, please report details:</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>[.....]</p> <p>If yes, has the economic operator taken any self-cleaning steps?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, please describe the steps taken:</p> <p>[.....]</p>
<p>Is the economic operator aware of any conflict of interest^{xxix}, due to its participation in the contract award procedure?</p> <p>If yes, please report details:</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>[.....]</p>
<p>Has the economic operator or any affiliated entity provided consulting services to the contracting authority or entity, or has it been otherwise involved in the preparation for the conclusion of the contract^{xxx}?</p> <p>If yes, please report details:</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>[.....]</p>
<p>Has the economic operator shown significant or persistent deficiencies^{xxxi} in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity or a prior concession contract which led to early termination of that prior contract, damages or other comparable sanctions?</p> <p>If yes, please report details:</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>[.....]</p> <p>If yes, has the economic operator taken any self-cleaning steps?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, please describe the steps taken:</p> <p>[.....]</p>
<p>Can the economic operator confirm the following?</p> <p>a) that the economic operator has not been guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria;</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>

<p>b) that the economic operator has not withheld such information;</p> <p>c) that the economic operator was able to submit without delay the supporting documents required by the contracting authority/ entity;</p> <p>d) that the economic operator has not undertaken to unduly influence the decision-making process of the contracting authority, to obtain confidential information that may confer upon it undue advantages in the procurement procedure or to negligently provide misleading information that may have a material influence on decisions concerning exclusion, selection or award.</p>	
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D. OTHER DISQUALIFICATION GROUNDS

<p><i>Naming of registered shareholders of companies entering into public contracts under article 8(4) of Law 3310/2005^{xxxii}.</i></p>	<p><i>Answer:</i></p>
<p>Do the conditions of implementation of article 8(4) of Law 3310/2005 apply?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No <i>(website, issuing authority or body, accurate reference of documents): [.....][.....][.....]</i> <i>If yes, has the economic operator taken any self-cleaning steps?</i> <input type="checkbox"/> Yes <input type="checkbox"/> No <i>If yes, please describe the steps taken:</i> <i>[.....]</i></p>

Part IV: Selection criteria

As regards selection criteria (section A to D of this part), the economic operator declares the following:

a: General indication on all selection criteria

The economic operator must fill in this field only if the contracting authority or the entity has stated in the relevant tender notice or the call for tenders or the contract documents laid down in the tender notice that the economic operator may fill in this Section A of part IV without being obliged to fill in any other section of Part IV:

<i>Fulfilment of all necessary selection criteria</i>	<i>Answer</i>
Does the economic operator fulfil all necessary selection criteria?	<input type="checkbox"/> Yes <input type="checkbox"/> No

A: Suitability

The economic operator must provide information only when the relevant selection criteria have been determined by the contracting authority or the entity in the relevant tender notice or the call for tenders or the contract documents laid down in the tender notice.

<i>Suitability</i>	<i>Answer</i>
1) The economic operator is registered with the relevant professional or trade registers kept in Greece or in the Member State where it is established ^{xxxiii} . <i>If the relevant documentation is available online, please report:</i>	[...] (website, issuing authority or body, accurate reference of documents): [.....][.....][.....]
2) For service contracts: Does the economic operator need a special approval or does it have to be affiliated to a specific association to be able to provide the relevant services in its country of establishment? <i>If the relevant documentation is available online, please report:</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please specify it and state whether the economic operator has obtained it: [...] <input type="checkbox"/> Yes <input type="checkbox"/> No (website, issuing authority or body, accurate reference of documents): [.....][.....][.....]

B: Economic and financial standing

The economic operator must provide information only when the relevant selection criteria have been determined by the contracting authority or the entity in the relevant tender notice or the call for tenders or the contract documents laid down in the tender notice.

<i>Economic and financial standing</i>	<i>Answer:</i>
<p>1a) The ("general") annual turnover of the economic operator for the number of financial years required by the relevant tender notice or the call for tenders or contract documents:</p> <p>and/or</p> <p>1b) The average annual turnover of the economic operator for the number of financial years required by the relevant tender notice or the call for tenders or contract documents is the following:^{xxxiv}</p> <p><i>If the relevant documentation is available online, please report:</i></p>	<p>year: [.....] turnover:[.....][...] currency</p> <p>year: [.....] turnover:[.....][...] currency</p> <p>year: [.....] turnover:[.....][...] currency</p> <p>(number of years, average turnover):</p> <p>[.....],[.....][...] currency</p> <p><i>(website, issuing authority or body, accurate reference of documents): [.....]/[.....]/[.....]</i></p>
<p>2a) The annual ("special") turnover of the economic operator in the area covered by the contract and specified in the relevant tender notice or the call for tenders or contract documents for the number of necessary financial years is as follows:</p> <p>and/or</p> <p>2b) The average annual turnover of the economic operator in the area and for the number of years required by the relevant tender notice or the call for tenders or contract documents is as follows^{xxxv}:</p> <p><i>If the relevant documentation is available online, please report:</i></p>	<p>year: [.....] turnover:[.....][...] currency</p> <p>year: [.....] turnover:[.....][...] currency</p> <p>year: [.....] turnover:[.....][...] currency</p> <p>(number of years, average turnover):</p> <p>[.....],[.....][...] currency</p> <p><i>(website, issuing authority or body, accurate reference of documents): [.....]/[.....]/[.....]</i></p>
<p>3) In case information about the turnover (general or special) is not available for the required period as a whole, please indicate the date on which the economic operator was set up or started trading:</p>	<p>[.....]</p>
<p>4) As regards the financial ratios^{xxxvi} specified in the relevant tender notice or the call for tenders or contract documents, the economic operator states that the actual values of necessary ratios are as follows:</p> <p>If the relevant documentation is available online, please report:</p>	<p>(identification of the necessary ratio-ratio between x and y^{xxxvii} - and the respective value)</p> <p><i>(website, issuing authority or body, accurate reference of documents): [.....]/[.....]/[.....]</i></p>
<p>5) The insured amount in the professional risk indemnity insurance of the economic operator is as follows:</p>	<p>[.....][...]currency</p> <p><i>(website, issuing authority or body, accurate</i></p>

If that information is available online, please indicate:	<i>reference of documents): [.....][.....][.....]</i>
<p>6) As regards the remaining economic or financial requirements, which (may) have been specified in the relevant tender notice or the call for tenders or contract documents, the economic operator states that:</p> <p>If the relevant documentation that may have been specified in the relevant tender notice or the call for tenders or contract documents is available online, please indicate:</p>	<p>[.....]</p> <p><i>(website, issuing authority or body, accurate reference of documents): [.....][.....][.....]</i></p>

C: Technical and professional ability

The economic operator must provide information only when the relevant selection criteria have been determined by the contracting authority or the entity in the relevant tender notice or the call for tenders or the contract documents laid down in the tender notice.

Technical and professional ability	Answer:								
<p>1a) Only for public works contracts:</p> <p>During the reporting period^{xxxviii}, the economic operator has carried out the following projects of the type specified:</p> <p><i>If the relevant documentation concerning good performance and completion of the most important works is available online, please indicate:</i></p>	<p>Number of years (this period is specified in the relevant tender notice or the call for tenders or the contract documents laid down in the tender notice):</p> <p>[...]</p> <p>Works: [.....]</p> <p><i>(website, issuing authority or body, accurate reference of documents): [.....][.....][.....]</i></p>								
<p>1b) Only for public procurement contracts and public service contracts:</p> <p>During the reporting period^{xxxix}, the economic operator has effected the following principal deliveries of goods of the type specified or has provided the following main services of the type specified:</p> <p>When drafting the relevant list, please indicate the sums, dates and recipients, whether public or private, involved^{xl}:</p>	<p>Number of years (this period is specified in the relevant tender notice or the call for tenders or the contract documents laid down in the tender notice):</p> <p>[.....]</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 33%;">Description</th> <th style="width: 16%;">Amounts</th> <th style="width: 16%;">Dates</th> <th style="width: 35%;">Recipients</th> </tr> </thead> <tbody> <tr> <td style="height: 20px;"></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Description	Amounts	Dates	Recipients				
Description	Amounts	Dates	Recipients						
<p>2) The economic operator may use the following technicians or the following technical bodies^{xli}, especially quality control officers:</p> <p>In case of public works contracts, the economic operator will be able to use the following technicians or the following technical bodies to perform the project:</p>	<p>[.....]</p> <p>[.....]</p>								
<p>3) The economic operator uses the following technical facilities and measures for ensuring quality and has the following study and research facilities:</p>	<p>[.....]</p>								
<p>4) The economic operator can apply the following supply chain management and tracking systems when performing the contract:</p>	<p>[.....]</p>								
<p>5) Where the products or services to be supplied are complex or, exceptionally, are required for a special purpose:</p> <p>Will the economic operator allow checks^{xlii} on the production capacities or the technical capacity of the economic operator and, where necessary, on the means of study and research which are available to it and the quality control measures it will operate?</p>	<p>[.....] [.....]</p>								
<p>6) The following educational and professional qualifications are made available by:</p> <p>a) the service provider itself or the contractor,</p>	<p>a) [.....]</p> <p>b) [.....]</p>								

and/or (depending on the requirements specified in the relevant tender notice or call for tenders or contract documents) b) managerial staff:	
7) The economic operator will be able to apply the following environmental management measures when performing the contract:	[.....]
8) The average annual manpower of the economic operator and the number of managerial staff for the last three years was as follows:	Year, average annual manpower: [.....], [.....] [.....], [.....] [.....], [.....] Year, number of managerial staff: [.....], [.....] [.....], [.....] [.....], [.....]
9) The economic operator will have the following tools, plant or technical equipment for carrying out the contract:	[.....]
10) The economic operator intends to subcontract ^{xliii} the following proportion of the contract:	[.....]
11) For public procurement contracts : The economic operator shall provide the necessary samples, descriptions or photographs of the products it will supply, which do not need to be accompanied by authenticity certificates. As the case may be, the economic operator further states that it will produce the necessary authenticity certificates. <i>If the relevant documentation is available online, please report:</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <i>(website, issuing authority or body, accurate reference of documents): [.....][.....][.....]</i>
12) For public procurement contracts : Can the economic operator produce the necessary certificates drawn up by official quality control institutes or agencies of recognised competence attesting the conformity of products clearly identified by references to technical specifications or standards, as such certificates are specified in the relevant tender notice or the call for tenders or the contract documents laid down in the tender notice? If not , please explain the reasons and indicate any other means of proof that could be submitted: <i>If the relevant documentation is available online, please report:</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No [.....] <i>(website, issuing authority or body, accurate reference of documents): [.....][.....][.....]</i>

D: Quality assurance systems and environmental management standards

The economic operator must provide information only when the quality assurance systems and/or environmental management standards have been requested by the contracting authority or the entity in the relevant tender notice or the call for tenders or contract documents.

Quality assurance systems and environmental management standards	Answer:
Will the economic operator be able to produce certificates drawn up by independent bodies attesting that the economic operator complies with necessary quality assurance standards , including accessibility for disabled persons? If not, please explain the reasons and indicate any other means of proof that could be submitted with respect to the quality assurance system: <i>If the relevant documentation is available online, please report:</i>	[] Yes [] No [.....] [.....] (website, issuing authority or body, accurate reference of documents): [.....][.....][.....]
Will the economic operator be able to produce certificates drawn up by independent bodies attesting that the economic operator complies with necessary environmental management systems or standards ? If not, please explain the reasons and indicate any other means of proof that could be submitted with respect to the environmental management systems or standards : <i>If the relevant documentation is available online, please report:</i>	[] Yes [] No [.....] [.....] (website, issuing authority or body, accurate reference of documents): [.....][.....][.....]

Part V: Reduction of the number of otherwise qualified candidates

The economic operator must provide information only when the contracting authority or entity has indicated objective and non-discriminatory criteria or rules that will be applied to limit the number of candidates who will be invited to tender or to conduct a dialogue. This information, which may be accompanied by requirements with respect to certificates (or their kind) or the forms of evidence, if necessary, that must be submitted, are specified in the relevant tender notice or call for tenders or contract documents.

In restricted procedures, competitive procedures with negotiation, competitive dialogue procedures and innovation partnerships only:

The economic operator states that:

Reduction of number	Answer:
<p>It meets the objective and non-discriminatory criteria or rules that will be applied to limit the number of candidates as follows:</p> <p>If certain certificates or other forms of evidence are required, please indicate for each of these whether the economic operator has the necessary documents:</p> <p><i>If some of these certificates or other forms of evidence are available online^{xliv}, please indicate for each:</i></p>	<p>[....]</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No^{xlv}</p> <p>(website, issuing authority or body, accurate reference of documents): [.....][.....][.....]^{xlvi}</p>

Part VI: Final declarations

The undersigned formally declare that the particulars I have stated under parts I – IV above are true and accurate and I am fully aware of the consequences in case of serious misrepresentation.

The undersigned formally declare that I am able, upon request and without delay, to produce the certificates and other forms of evidence referred to^{xlvii}, unless:

a) the contracting authority or entity is able to obtain the relevant supporting documentation directly by accessing a national database in any Member State it is available online^{xlviii};

b) the contracting authority or entity already has the relevant documents.

The undersigned formally provide my consent to ... [identify the contracting authority or entity, as specified in part I, section A] to gain access to supporting documentation involving the information I have submitted to ... [identify the respective part/section/point of this Standard Form for Self-Declaration for the purposes of ... [identify the procurement procedure: (brief description, reference to publication in the national press, both in hard copy and online, reference number)].

Date, place and, if requested or necessary, signature(s): [.....]

In case there is more than one contracting authority/entity, the set will be indicated

ⁱⁱ Please repeat the particulars of competent persons, name and surname, as many times as necessary.

ⁱⁱⁱ See Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium-sized enterprises (OJ L 124, 20.5.2003, p. 36). This information is required only for statistical purposes.

Micro enterprise: enterprise **employing fewer than 10 employees** with an annual turnover and/or balance sheet **below €2 million**.

Small enterprise: enterprise **employing fewer than 50 employees** with an annual turnover and/or balance sheet **below €10 million**.

Medium-sized enterprises: enterprises which are neither micro or small-medium enterprises and **employ fewer than 250 employees** with an **annual turnover below €50 million and/or total balance sheet below €43 million**.

^{iv} In other words, it primarily seeks social and professional integration of disabled or disadvantaged persons.

^v The supporting documents and ranking, if any, are indicated in the certification.

^{vi} Especially as member of grouping or joint venture or other similar arrangement.

^{vii} It is stressed that under article 78(b) 'With regard to criteria relating to the educational and professional qualifications as set out in point (f) of Annex XII Part II of Appendix A, or to the relevant professional experience, economic operators may however only rely on the capacities of other entities where the latter will perform the works or services for which these capacities are required.'

^{viii} In accordance with the provisions of article 73(3a), if stipulated in contract documents, deviation from mandatory disqualification is possible on an exceptional basis, for imperative reasons of public interest such as for purposes of public health or environmental protection.

^{ix} 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).

^x According to article 73(1)(b). Commission Implementing Regulation (EU) 2016/7 refers to it as "corruption".

^{xi} As defined in article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union (OJ C 195 of 25.6.1997, p. 1) and in article 2(1) of Council Framework Decision 2003/568/JHA of 22 July 2003 on combating corruption in the private sector (OJ L 192, 31.7.2003, p. 54). It also includes corruption as defined in **Law 3560/2007 (Government Gazette 103/A)** on "Ratification and application of criminal law Convention on corruption and the respective Protocol" (it refers to a supplement since applicable law is referred to in Article 73(1b)).

^{xii} Within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests (OJ C 316, 27.11.1995, p. 48), which was ratified by Law 2803/2000 (Government Gazette A48) on "Ratification of the Convention on the protection of the European Communities' financial interests and relevant Protocols".

^{xiii} As defined in articles 1 and 3 of Council Framework Decision of 13 June 2002 on combating terrorism (OJ L 164 of 22.6.2002, p. 3). This disqualification ground also includes inciting or attempting to commit an offence, as referred to in article 4 of that Framework Decision.

^{xiv} As defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council of 26 October 2005 on the prevention of the use of the financial system for the purpose of money laundering and terrorist financing (OJ L 309, 25.11.2005, p. 15), which was transposed into Greek Law by Law 3691/2008 (Government Gazette A166) on "Prevention and suppression of money laundering and terrorist financing and other provisions".

^{xv} As defined in article 2 of Directive 2011/36/EU of the European Parliament and of the Council of 5 April 2011 on preventing and combating trafficking in human beings and protecting its victims, and replacing Council Framework Decision 2002/629/JHA (OJ L 101, 15.4.2011, p. 1), which was transposed into Greek Law by Law 4198/2013 (Government Gazette A215) on "Prevention and combating trafficking in human beings and protecting its victims and other provisions".

^{xvi} This obligation mainly concerns: a) in case of limited liability companies and personal companies (general and limited partnerships), administrators; bb) in case of societate anonime, the Chief Executive Officer and all members of the Board of Directors (see last passage of article 73(1))

^{xvii} Repeat as many times as necessary.

^{xviii} Repeat as many times as necessary.

^{xix} Repeat as many times as necessary.

^{xx} An economic operator disqualified by a final judgment from participation in public procurement procedures or award of concession cannot make use of this option during the disqualification period laid down in that judgment (article 73(7), last passage).

^{xxi} Having regard to the nature of the crimes committed (separately, consecutively, systematically, etc.) the explanation should demonstrate the adequacy of the measures taken.

^{xxii} In case the economic operator is a Greek citizen or has its establishment in Greece, its obligations pertaining to social security contributions extend to both main and supplementary insurance (article 73(2)(b)).

^{xxiii} Note that, pursuant to article 73(3) (a) and (b), if provided for in contract documents, deviation from mandatory disqualification due to default in payment of taxes or social security contributions is possible on an exceptional basis, for imperative reasons of public interest such as for purposes of public health or environmental protection and/or when disqualification would be clearly disproportionate, especially when only small amounts of taxes or social security contributions have not been paid or when the economic operator has been informed about the exact amount owed due to default in payment of taxes or social security contributions at a time when the economic operator was not able to take any action under article 73(2) last passage, before expiry of the deadline for the request to participate or in open procedures of the deadline to submit tenders.

^{xxiv} Repeat as many times as necessary.

^{xxv} As indicated for the purposes of this public procurement procedure in applicable provisions, contract documents or article 18(2).

^{xxvi} Terms have been rendered in accordance with Article 73(4) which is different from Commission Implementing Regulation (EU) 2016/7.

^{xxvii} Article 73(5).

^{xxviii} If contract documents make reference to a specific provision, the Standard Form for Self-Declaration should be supplemented accordingly, e.g. article 68(2) of Law 3863/2010.

^{xxix} As defined in article 24 or contract documents.

^{xxx} Cf. article 48.

^{xxxi} Terms have been rendered in accordance with Article 73(4)(f) which is different from Commission Implementing Regulation (EU) 2016/7.

^{xxxii} For works contracts with an estimated value in excess of one million (1,000,000) Euros, VAT excluded (article 79(2)). Cf. article 375(10).

^{xxxiii} As described in Annex XI of Appendix A, **economic operators from certain Member States should comply with other requirements laid down in that Annex.**

^{xxxiv} Only if allowed by **the relevant tender notice or the call for tenders or the contract documents laid down in the tender notice.**

^{xxxv} Only if allowed by the relevant tender notice or the call for tenders or the contract documents laid down in the tender notice.

^{xxxvi} E.g. assets-liabilities ratio.

^{xxxvii} E.g. assets-liabilities ratio.

^{xxxviii} Contracting authorities may **ask** up to five years and **permit** the documentation of experience **in excess** of five years.

^{xxxix} Contracting authorities may **ask** up to three years and **permit** the documentation of experience **in excess** of three years.

^{xl} **All** recipients must be listed and the list must include both public and private customers for the relevant goods or services.

^{xli} Separate Standard Forms for Self-Declaration must be filled in separately with respect to technicians or technical bodies not belonging directly to the enterprise of the economic operator but on whose capacities the economic operator relies, as defined in part II, section C.

^{xlii} The control will be carried out by the contracting authority or, if the latter consents thereto, in its name by a competent official agency of the country where the supplier or service provider is established.

^{xliii} It is stressed that if the economic operator **has** decided to subcontract a proportion of the contract **and** relies on the subcontractor's capacities to perform that proportion, then a separate Standard Form for Self-Declaration must be filled in for the relevant subcontractors (see part II, section C above).

^{xliv} Specify the item to which the answer refers.

^{xlv} Repeat as many times as necessary.

^{xlvi} Repeat as many times as necessary.

^{xlvii} Cf. article 1 of Law 4250/2014.

^{xlviii} Provided that the economic operator has provided the necessary information (website, issuing authority or body, accurate reference of documents) enabling the contracting authority or entity to do so. Where necessary, such information must be accompanied by the relevant consent to such access.

ANNEX V
DRAFT SERVICE CONTRACT

In Katerini today on 2017 day the following parties:

1. PierikiAnaptixiaki S.A.O.L.A., headquartered in Katerini and 17th October 17th, Zip Code 60100, with VAT094310917, PES/DOYKaterini's, (hereafter referred to as the "Contracting Authority")legally represented by the President of the Board of Directors Ms. Mavridou Sophia.

2. with the distinctive title ".....", headquartered in..... Zip Code, VAT: PES/DOY , legally represented by hereafter referred to as Short Contractor,

To whom the contract of servicesentitled "Elaboration of study/expertise for recording and analyzing the emblematic dimension of the nine (9) regions participating in the project"Emblematic Mediterranean Mountains as Coastal Destinations of Excellence - EMbleMatiC" and are members of the Emblematic Mediterranean Mountains Network" was awarded with the Decision No of the Board of Directors, the following were agreed:

PierikiAnaptixiaki S.A.O.L.A.has decided to conduct a short tender for the elaboration of the study/expertise as described below, which was held on ... / / 2017 before the competent Tender Committee, on the basis of the relevant tender notice 01/2017 drawn up by the Contracting Authority.

The Board of Directors, at its meeting on 2017, having regard to the Proceedings of the Tender Committee, decidedwith the decision No /2017, the award of the tender result to the Contractor.

The contractor has deposited theBank's guarantee performance bond....., of amount euro, for the performance of the service.

An integral part of this document is, in accordance with Article 2 par. 1case 42 of Law 4412/2016:

- tender notice No 01/2017
- the contractor's offer.

Article 1
Scope

1. Scope of this contract, in accordance with the terms and specifications of the relevant tender notice and the contractor's offer, is the assignment to thecontractor of the task of elaborating expertise/study to record and analyze the emblematic dimension of the nine (9) regions participating in the project“Emblematic Mediterranean Mountains as Coastal Destinations of Excellence – EmbleMatiC” and are members of the Emblematic Mediterranean Mountains Network, in English and Greek language.

This study/expertise is implemented under the EMBLEMATIC MEDITERRANEAN MOUNTAINS AS COASTAL DESTINATIONS OF EXCELLENCE - EmbleMatiC project of the INTERREG V-B MEDITERRANEAN (MED) COOPERATION PROGRAM 2014-2020.

2. Contents of the study:

Part 1 Presentation of Initial Diagnosis perspective on the EMbleMatiC dimension

- The concept of “emblematic dimension”:
- The mountainous territories identarian singularities as differentiation elements of a new sustainable tourism positioning as “emblematic mountains”.
- The methodological operative framework to elicit and qualify for each territory the identarian singularities that define it, according to a multi-disciplinary approach (geography/landscape, cultural, sociology/anthropology, local economy/tourism).

Part 2 Evaluation of Each territory perspective on the EMbleMatiC dimension

- The common tools or general framework to conduct each territory concertation on their emblematic singularities (templates for local meeting, case study, mapping diagram...)
- On-site case-studies in each of the nine territories involved for the identification and qualification of the singularities that define their emblematic dimension.
- The emblematic dimension of an area as differentiation elements for a new form of tourism positioning to leverage local development (emblematic branding of an area, conversion of an area to destination).

Part 3 EMbleMatiC dimension Network perspective&Recommendations

- The general framework updated with the crossing-analysis, result of each study-case
- The methodological advices/criteria for the implementation of emblematic eco-itineraries
- The initial operational proposals for each territory of these eco-itineraries based on their emblematic singularities

3. The project consists of 3 phases shared over the duration of approximately 12 months

- Phase 1: EMbleMatiC dimension INITIAL DIAGNOSISPERSPECTIVE (pluri-disciplinaryanalysis)
- Phase 2:EMbleMatic dimension EACH TERRITORY PERSPECTIVE
- Phase3:EMbleMatic dimension NETWORK PERSPECTIVE & RECOMMENDATIONS

Phase 1 - EMbleMatiC dimension– INITIAL DIAGNOSIS PERSPECTIVE	
Calendar	From recruitment till end of July 2017
Expected outcomes	<p>This diagnosis should allow through a <u>multi-disciplinary approach</u> (sociology/anthropology, geography/landscape, local economy, tourism):</p> <ul style="list-style-type: none"> -<u>An external view</u> on our initial attempt to define by “emblematic” the singular and unique sense of place experienced in each Emblematic Mediterranean Mountain -<u>A methodological operative framework</u> to elicit, interpret and qualify these identarian singularities as differentiation elements of a newsustainable tourism positioning as “emblematic mountains”
Steps (Actions to be implemented by the contractor)	<ul style="list-style-type: none"> -<u>Initial communication</u> with the study scientific committee responsible to monitor the study. -<u>Preliminary analysis</u> of the objectives of the study and all resources provided (documents) based on the submitted proposal and methodology.

	<p>-<u>Participation to the Thematic Workshops</u> organized by project partners Gran Sasso, L'Aquila, Italy, 12-16/06/2017</p> <p>-<u>Capitalisation on TWS meeting minutes</u> to consolidate the methodological operative framework</p>
Deliverables	<p><u>Operative methodological framework</u> for the process of emblematic singularities qualification</p> <p>-<u>Preliminary version</u> for the 12/06/17: to introduce the qualification process with partners during the first thematic workshop.</p> <p>-<u>Operative version</u> for the end of July: to launch the qualification process with partners during the following months.</p>
Steering	<p>Virtual periodical meetings between the Contractor and the Study Steering Committee to monitor progress and validate outcome and deliverables.</p> <p>Prior to TWS, virtual meeting with the moderator of the TWS.</p> <p>Validation of the operative version for the end of July</p>

Phase 2: EMbleMatiC dimension – EACH TERRITORY PERSPECTIVE	
Calendar	From 19/06/2017 till end of December 2017
Expected outcomes	<p><u>The implementation in each partner territory the operative methodological framework</u> to elicit, interpret and qualify these identarian singularities as differentiation elements of a new tourism positioning as “emblematic mountains”: public meetings, case study.</p> <p><u>The consolidation of the implementation results into a study report on the EMbleMatiC dimension of these Coastal Mediterranean Mountains territories.</u></p>
Steps (Actions to be implemented by the contractor)	<p>-<u>Nine telephone interviews</u> with representatives of the involved territories.</p> <p>-Drafting of a <u>template for each involved territory case study</u> on satisfying the system qualifying the singularities.</p> <p>-Drafting of a <u>common template framework to conduct each local meeting</u> to be implemented in each one of the nine involved mountainous areas (these local meetings will be organized and moderated by each partner). Creation of a <u>template for the minutes</u> of these meetings.</p> <p>-<u>Creation of a mapping diagram</u> of the emblematic dimension and inclusion of its guidelines, resulting in a system qualifying the singularities of the network of Emblematic Mediterranean Mountains, of each involved territory and future potential partners.</p>

	<p>-<u>Support</u> of the nine mountains territories on <u>the implementation of case studies</u> and local meetings (no participation involved).</p> <p>-<u>On-site research</u> in each of the 9 involved territories:</p> <p>In France: Canigó and Sainte Victoire</p> <p>In Italy: Gran Sasso and Etna</p> <p>In Greece: Olympus and Ida (Psiloritis)</p> <p>In Spain: Pedraforca and Serra de Tramuntana</p> <p>In Albania: Cika</p> <p>-<u>Participation to the second Thematic Workshop</u> organized by project partner Serra de Tramuntana, Mallorca, Spain, 12/2017</p>
Deliverables	<p>-<u>Toolbox for the local implementation of the operative methodological framework</u> (in September 2017):</p> <ul style="list-style-type: none"> ○ Mapping diagram with guidelines ○ Common template to all territories case studies: (meeting framework & minutes template) <p>-<u>Interim report with a presentation of the general framework</u> to highlight the differentiation elements of the tourism positioning as “emblematic mountains” (September 2017)</p> <p>-<u>Study Report on the Emblematic Dimension of the Coastal Mediterranean Mountains</u>: first version to be ready for presentation in December 2017 at Thematic Workshop in Mallorca whilst introducing the future role of CETT in WP4.</p>
Steering	<p>-At least monthly virtual meetings between the Contractor and the Study Steering Committee to monitor progress and validate the toolbox</p> <p>-Prior to TWS, virtual meeting with the moderator of the TWS.</p>

Phase 3: EMbleMatiC dimension NETWORK PERSPECTIVE & RECOMMANDATIONS	
Calendar	From December 2017 till March 2018
Expected outcomes	<p>- <u>Final report on the study- Referential to qualify potential new partners to the EMM network</u></p> <p>- <u>Recommendations for the implementation of an emblematic slow tourism product</u> (eco-itinerary) based on the singularities of our emblematic dimension: general guideline, suggestion of the baseline and content of the eco-itineraries to be implemented within the framework of WP4 “Testing”.</p>
Steps (Actions to be implemented)	- <u>Proposal</u> on the emblematic elements/factors of each involved mountainous territory <u>for the drafting of eco-itineraries</u>

by the contractor)	<p>(connection to WP4).</p> <ul style="list-style-type: none"> - <u>Synthesis</u> of all steps. - <u>Participation to the final Thematic Workshops</u> organized by project partner Pedraforca, Catalunya, Spain, 3/2018: change of module with closure of WP3 and opening of WP4
Deliverables	<p><u>Study Report on the Emblematic Dimension</u> of the Coastal Mediterranean Mountains: final version to be ready and validated for February 2018.</p> <ul style="list-style-type: none"> - <u>A final document</u> (at least 60 pages A4, Arial 12, excluding Appendixes) including: <ul style="list-style-type: none"> o The general framework updated with the crossing-analysis, result of each study-case o The methodological advices for the implementation of emblematic eco-itineraries o The initial operational proposals of these eco-itineraries based on the emblematic dimensions - <u>An appendix</u> to the study including all collected documentation (case studies, minutes of local meetings...). - <u>A synthesis</u> (at least 20 pages A4, Arial 12) that will constitute the reference document of the singularities of the Emblematic Mediterranean Mountains Network, applied on the nine involved territories.
Steering	<ul style="list-style-type: none"> - At least monthly virtual meetings between the Contractor and the Study Steering Committee will take place for clarification and progress recording.

Article 2

Duration

1. The duration of the Contract is defined from the signing of the Contract until 31/03/2018. For the individual phases of submission of the deliverables of the three (3) phases, the partial / intermediate deadlines are defined above in Article 1.

2. The total duration of the contract may be extended, on the basis of a reasoned decision of the contracting authority, upon request of the contractor submitted before the end of its duration, in objectively justified cases not due to the contractor's fault. If the total duration of the contract expires without a request for an extension being submitted in due time or if the extended period expires, without the submission of the deliverables of the contract, the contractor will be declared forfeited. If the services are provided at fault by the contractor after the expiry of the contract, and until the expiry of the extension granted, penalties are

imposed against him in accordance with Article 218 of Law 4412/2016 and Article 26 of the Tender notice.

Article 3

Payment – Payment method

1. The contractor's remuneration derived in accordance with the offer which is excluding VAT. Total price including VAT is euro.

2. The payment to the Contractor will be made by PIERIKI ANAPTIXIAKI depending on the progress of the project, with the document foreseen by the TTRC (Transaction Tax Reporting Code) and will be directly dependent on the certification of the work of the project (receipt certificate) by the Monitoring and Receiving Committee of the project and the receipt of the project deliverables (intermediate and final) by the aforementioned Committee together with the issue of Receipt Protocols.

The contractor's payment will be made in the following way:

(A) Phase 1: Emblematic Dimension - INITIAL DIAGNOSIS PERSPECTIVE (multi-disciplinary analysis) upon receipt of the deliverables, payment of an amount corresponding to 10% of the contractual price.

(B) Phase 2: Emblematic Dimension - EACH TERRITORY PERSPECTIVE upon receipt of the deliverables, payment of an amount corresponding to 50% of the contractual price.

(C) Phase 3: Emblematic Dimension - NETWORK PERSPECTIVE & RECOMMENDATIONS upon receipt of the deliverables, payment of an amount corresponding to 40% of the contractual price.

3. The payment of the contractual price will be made by presenting the legal financial documents and supporting documents foreseen by the provisions of article 200 par. 5 of Law 4412/2016, as well as any other documents that may have been requested by the competent authority that performs the audit and the payment.

Minimum required supporting documents:

(A) Quantitative and qualitative reception protocol in phases A & B or Final quantitative and qualitative reception protocol in phase C

B) Invoice of the Contractor at each phase

C) Certificates of tax and social security clearance at each phase.

4. The Contractor shall be liable to any tax, withholding tax, any levy provided for by the applicable legislation and a 0.06% withholding in favor of the Hellenic Single Public Procurement Authority (L.4013 / 2011, as amended), for which according to the law is obligated.

Article 4

Financing the contract

The cost of this contract is financed by the INTERREG V-B MEDITERRANEAN (MED) COOPERATION PROGRAM 2014-2020 based on the from 23/11/2016 project Approval Letter. The amount is partly covered by the European Commission, which contributes 85% of funding through the European Regional Development Fund (ERDF) and in addition funding through national participation.

Article 5

Obligations of contractor

The Contractor shall perform the tasks undertaken by the Contract in accordance with the terms of the Contract, the Tender notice (tender legal documents), the Awarding Decision and its offer; otherwise it is obliged to compensate PIERIKI ANAPTIXIAKI for its own damages.

The Contractor undertakes that:

(A) follow and continue to follow during the implementation of the Contract, its obligations under the provisions of environmental, social security and labor law established by Union law, national law, collective agreements or international provisions, social and Labor law, which are listed in Annex X of Appendix A of Law 4412/2016. Follow of these obligations shall be verified and certified by the institutions supervising the execution of this Contract and the competent public authorities and bodies acting within the limits of their responsibility and competence

(B) will not act unfairly, illegally or improperly throughout the performance of the contract

(C) take appropriate measures to keep safe the confidentiality of the information that identified as such.

Article 6

Declaring economic operator forfeited – Penalties

1. The Contractor shall, with prejudice to force majeure, be declared forfeited by the Contract and any rights deriving from there if he fails to perform his contractual obligations or fails to comply with the written instructions of the Contracting Authority which are in accordance with the contract or the provisions in force and if it exceeds the total period of performance of the contract, taking into account the extended period.

In such a case, a special form of notice shall be notified to him/her, containing a specific description of the actions to be taken, setting a deadline for compliance, which may not be less than fifteen (15) days. If the deadline set in the special formal notice expires without complying, he/she will be declared justified deposed within thirty (30) days from the inactively expiry of the above compliance deadline.

To the contractor who will be declined by the contract, after invitation for explanations, the following penalties shall be imposed, cumulatively:

(a) total forfeiture of the **performance bond** for the execution of the contract.

In addition, may be imposed on him exclusion from participation in public procurement procedures, as provided in Article 74 of Law 4412/2016.

2. If the services are provided by the contractor's fault after the expiry of the contract and until the expiry of the extended period that granted, penalties shall be imposed against him by a reasoned decision of the contracting authority.

Penalties are calculated as follows:

(a) for a delay which is limited to a period not exceeding 50% of the total duration of the contract, or in the case of partial / intermediate time limits, shall be imposed a penalty of 2.5% exclusive of VAT of the contractual value of services provided out of time,

(b) for a delay exceeding 50%, a penalty of 5% shall be imposed, exclusive of VAT, on the contractual value of services provided out of time,

(c) Penalties for exceeding part-time periods shall be 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 those time periods are provided within its total duration and the approved extensions and provided that the entire contract has been fully executed.

The amount of penalties is deducted / offset from / with the contractor's remuneration. The imposition of penalties does not deprive the contracting authority of the right to declare the contractor forfeited.

Article 7

Subcontracting (if applicable)

1. The Contractor is not relieved of his contractual obligations and responsibilities due to the assignment of the execution of a part of the contract to subcontractors. Compliance with the obligations of subsection 2 of Article 18 of Law 4412/2016 by subcontractors does not remove the responsibility of the main contractor.

2. The Contractor in its..... document, attached hereto, and in accordance with the condition of the tender notice, informed Pieriki Anaptixiaki S.A. O.L.A. for the name, contact details and legal representatives of its subcontractors who are involved in the performance of the contract. It is required to notify Pieriki Anaptixiaki for any changes to this information during the course of the contract as well as the information required for each new subcontractor which the principal contractor then uses in this contract by submitting the relevant contracts. In the case that the Contractor terminates the cooperation with subcontractor/subcontractors, he shall be obliged to immediately notify such an interruption to Pieriki Anaptixiaki, and shall ensure that the contract part(s) are properly executed either by himself or by a new subcontractor, for whom to Pieriki Anaptixiaki will be notified following the aforementioned process.

Article 8

Modification of the contract during its term

The contract may be modified during its term, without the need for a new contract procedure, only in accordance with the terms and conditions of Article 132 of Law 4412/2016 and following the opinion of the competent body.

Article 9

Right to unilaterally terminate the contract

Pieriki Anaptixiaki, under the conditions defined by the provisions in force, may terminate the contract during its execution, provided that:

(a) the contract has been substantially modified, within the meaning of paragraph 4 of Article 132 of Law 4412/2016, which would require a new contract award procedure
(b) at the time the contract was awarded, the contractor was in one of the situations referred to Article 6 of the Tender notice and should therefore have been excluded from the contract award procedure,

(c) the contract should not be entrusted to the contractor because of a serious breach of his obligations under the Treaties and Directive 2014/24 / EU, which has been recognized by a judgment of the Court of Justice of EU in a procedure under Article 258 of TFEU.

Article 10

Resolving Disputes - Applicable Law

1. During the performance of the contract the provisions of Law 4412/2016, the terms of the 01/2017 tender notice and additionally the Civil Code are applied.
2. The contract is governed by Greek law. In case of disputes that may arise as to the interpretation or execution or implementation of the contract or on its behalf, Pieriki Anaptixiaki S.A. O.L.A. and the Contractor shall make every effort to resolve them amicably, in accordance with the rules of good faith and the moral commercial practices. Otherwise, they will be tried and resolved by the competent Courts of Katerini, Greece.
3. The Contractor may, against the decisions imposing sanctions against him under the terms of Articles 6 (Declaring economic operator forfeited – Penalties) and 13 (Rejection of Deliverables - Replacement), for reasons of lawfulness and substance, appeal to the contracting authority or the entity executing the contract, within a subversive period of thirty (30) days from the date of becoming aware of the decision. On the appeal, the competent decision-making body decides, following opinion of the relevant collective body. This decision is not available to legal insult by any other administrative appeal.

Article 11

Monitoring of the contract

1. Monitoring of the implementation of the contract and its administration will be carried out by the Project Monitoring and Acceptance Committee, which will initiate to the Board of Directors all issues related to the proper execution of all contract terms and the fulfillment of the obligations of the contractor, to take the necessary measures for non-observance of the above terms and especially for issues related to the modification of the object and the extension of the duration of the contract, under the terms of article 132 of Law 4412/2016.

Article 12

Acceptance of the contract's subject

The delivery of the services and / or deliverable is made by the acceptance committee established in accordance with paragraph 11 (d) of Article 221 of Law 4412/2016.

During the acceptance process, control of deliverables is carried out, and the contractor may also be present.

If the Project Monitoring and Acceptance Committee considers that the services and / or deliverables provided do not fully comply with the terms of the contract, a temporary delivery

report shall be drawn up specifying the derogations found in the terms of the contract and giving an opinion on whether the derogations mentioned affect the suitability of the services provided and / or deliverables and therefore whether they can meet the relevant needs.

In the case that it is ascertained that the suitability is not affected, by a reasoned decision of the Board of Directors, the acceptance of the services and / or deliverables may be approved, with a deduction on the contract value, which should be proportionate to the derogations found. After the issue of the above decision, the Project Monitoring and Acceptance Committee is obliged to proceed with the final acceptance of the services and / or deliverables of the contract and draw up a relevant final receipt protocol, as specified in the decision.

The Final Delivery Protocol is approved by the Board of Directors of PierikiAnaptixiaki by its decision, which is also obligatorily notified to the Contractor. If a period of more than 30 days has elapsed from the date of submission and no decision has been taken to approve or reject it, it shall be considered to have been delivered automatically (ex officio).

Independently to the above, the automatic acceptance and the payment of the contractor, the audits provided in the contract shall be carried out in accordance with paragraph 6 of article 219 of Law 4412/2016. The **performance bond** shall not be returned before the completion of all the prescribed audits and the drafting of the relevant protocols.

Article 13

Rejection of Deliverables - Replacement

In case of final rejection of all or part of the services provided and / or deliverable, with deduction of the contractual value, with a decision of the Board of Directors the replacement of the services and / or deliverables with others may be approved, in accordance with the terms of the contract, within a specified time limit set by that decision. If the replacement is made after the expiry of the contract, the time limit set for the replacement, may not exceed 25% of the total duration of the contract, and the contractor is underlie to penalties, in accordance with Article 218 of the Law. 4412/2016 and Article 26 of the Tender notice, due to overdue surrender.

If the contractor does not replace the services and / or deliverables rejected within the time limit set and after the total duration has expired, he / she declines and is underlie to the penalties provided.

Article 14

Force majeure

1. The Contracting Parties are not responsible for the non-fulfillment of their contractual obligations, to the extent that the inability to perform them is due to cases of force majeure. The Contractor who invokes force majeure according to Article 204 of Law 4412/2016 is obliged, within twenty (20) days from the occurrence of the events constituting force majeure, to report in writing and to provide the contracting authority with the necessary evidence.

Article 15

Appointment of a Process Agent (if any)

The Contractor shall appoint at Katerini the Process Agent....., to whom the delivery will be done of all the out-of-court and procedural acts relating to the contract, in accordance with the provisions of Article 142 (4) of the Code of Civil Procedure. The Contractor shall promptly notify the Contracting Authority of any change in the address of the representative.

Article 16

Termination of the contract

With prejudice to Article 9 of this contract, the contract shall terminate upon expiry of the date of its duration, as defined in Article 2 of this contract.

It is expressly agreed and clarified that at this contract apply, even if not explicitly mentioned therein, all non-procedural terms of the relevant tender notice of competition on which this contract is based, the terms of the relevant award decision of the Contracting Authority, as well as the contractor's offer as accepted.

After this contract was drawn up in duplicate, it was read and signed as follows by the Contracting Parties.

THE CONTRACTING PARTIES

FOR PIERIKI ANAPTIXIAKI S.A. O.L.A. MAVRIDOY SOFIA PRESIDENT OF THE BOARD OF DIRECTORS
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