

TENDER NOTICE (No. 2 /2023)

**NOTICE OF AN OPEN PUBLIC ELECTRONIC TENDERING
PROCEDURE BELOW THE LIMITS, WITH THE AWARD
CRITERION BEING THE MOST ECONOMICALLY
ADVANTAGEOUS TENDER ON THE BASIS OF PRICE ONLY,
HAVING AS SUBJECT:**

**"Advisory support to the Energy Regulatory Authority for
the evaluation and review of the EU Electricity Market
Design"**

Contents

TENDER NOTICE (NO. 2 /2023).....	1
NOTICE OF AN OPEN PUBLIC ELECTRONIC TENDERING PROCEDURE BELOW THE LIMITS, WITH THE AWARD CRITERION BEING THE MOST ECONOMICALLY ADVANTAGEOUS TENDER ON THE BASIS OF PRICE ONLY, HAVING AS SUBJECT:.....	1
"ADVISORY SUPPORT TO THE ENERGY REGULATORY AUTHORITY FOR THE EVALUATION AND REVIEW OF THE EU ELECTRICITY MARKET DESIGN"	1
CONTENTS	2
1. CONTRACTING AUTHORITY AND SCOPE OF AGREEMENT	4
1.1 CONTRACTING AUTHORITY DETAILS	4
1.2 PROCEDURE DETAILS - FINANCING.....	4
1.3 BRIEF DESCRIPTION OF THE PHYSICAL AND ECONOMIC SUBJECT-MATTER OF THE CONTRACT	5
1.4 INSTITUTIONAL FRAMEWORK	5
1.5 BID SUBMISSION DEADLINE AND TENDER PROCEDURE	7
1.6 PUBLICITY	7
1.7 PRINCIPLES APPLIED ON THE AWARD PROCEDURE.....	7
2. GENERAL AND SPECIAL TERMS OF PARTICIPATION	8
2.1 GENERAL INFORMATION	8
2.1.1 Contract documents.....	8
2.1.2 Contact - Access to the Contract documents	8
2.1.3 Clarifications	8
2.1.4 Language	8
2.1.5 Guarantees & warranties.....	9
2.1.6 Personal data protection.....	10
2.2 PARTICIPATION RIGHT - CRITERIA FOR QUALITATIVE SELECTION.....	10
2.2.1 Participation right	10
2.2.2 Participation guarantee	10
2.2.3 Grounds of exclusion	11
2.2.4 Suitability to pursue professional activity	14
2.2.5 Economic and financial standing	14
2.2.6 Technical and professional expertise	14
2.2.7 Quality assurance standards and environmental management standards.....	15
2.2.8 Reliance on the capacity of third parties - Subcontracting	15
2.2.8.1. Reliance on the capacity of third parties.....	15
2.2.8.2. Subcontracting	15
2.2.9 Qualitative selection evidentiary rules.....	15
2.2.9.1 Preliminary evidence upon submission of bids.....	16
2.2.9.2 Means of proof (for the provisional contractor).....	17
2.3 AWARD CRITERIA	21
2.3.1 Award Criterion.....	21
2.4 DRAFTING - CONTENT OF THE BIDS	21
2.4.1 General bid submission terms	21
2.4.2 Time and manner of bid submission	22
2.4.3 Contents of the 'Bidding Documentation - Technical Bid' Folder.....	24
2.4.3.1 Participation Supporting Documents	24
2.4.3.2 Technical Bid	24
2.4.4 Contents of the 'Financial Bid' Folder / Method of preparation and submission of financial bids	25
2.4.5 Validity term of bids.....	25
2.4.6 Grounds for rejecting bids.....	25
3. TENDER PROCEDURE - EVALUATION OF BIDS	27
3.1 OPENING AND EVALUATION OF BIDS	27
3.1.1 Electronic opening of bids	27
3.1.2 Evaluation of bids.....	27

3.2	INVITATION TO THE PROVISIONAL CONTRACTOR TO SUBMIT SUPPORTING DOCUMENTS - PROVISIONAL CONTRACTOR SUPPORTING DOCUMENTS.....	28
3.3	AWARD - SIGNING OF THE CONTRACT	29
3.4	INTERLOCUTORY APPEALS - PROVISIONAL AND FINAL JUDICIAL PROTECTION	30
3.5	CANCELLATION OF THE PROCEDURE	32
4.	CONDITIONS FOR THE IMPLEMENTATION OF THE CONTRACT.....	33
4.1	PERFORMANCE GUARANTEE	33
4.2	CONTRACTUAL FRAMEWORK - APPLICABLE LEGISLATION.....	33
4.3	CONTRACT PERFORMANCE CONDITIONS	33
4.4	SUBCONTRACTING	34
4.5	AMENDMENT OF THE CONTRACT DURING ITS TERM	34
4.6	RIGHT OF UNILATERAL TERMINATION OF THE CONTRACT.....	34
5.	SPECIAL CONTRACT PERFORMANCE CONDITIONS.....	36
5.1	METHOD OF PAYMENT	36
5.2	DECLARATION OF THE ECONOMIC OPERATOR IN DEFAULT - SANCTIONS	36
5.3	ADMINISTRATIVE APPEALS DURING THE PROCEDURE OF IMPLEMENTATION OF THE CONTRACTS	37
5.4	JUDICIAL RESOLUTION OF DISPUTES	37
6.	TIME AND METHOD OF PERFORMANCE	38
6.1	MONITORING OF THE CONTRACT	38
6.2	TERM OF THE CONTRACT.....	38
6.3	ACCEPTANCE OF THE CONTRACT OBJECT.....	38
6.4	DELIVERABLES REJECTION - REPLACEMENT	39
ANNEXS .....	.....	40
ANNEX I – REQUEST OF PROPOSALS FOR CONSULTANCY SUPPORT ON: "EU ELECTRICITY MARKET DESIGN ASSESSMENT AND REVIEW" .....	.....	41
<i>1. Requested services</i>	<i>.....</i>	<i>41</i>
1.1 BACKGROUND MATERIAL .....	.....	41
1.2 SCOPE OF REQUESTED SERVICES.....	.....	43
1.3 MARKET DESIGN OPTIONS FOR REFORM UNDER CONSIDERATION .....	.....	44
1.4 DESCRIPTION OF TASKS .....	.....	47
1.5 TIMETABLE OF REQUESTED SERVICES .....	.....	48
1.6 PROJECT MANAGEMENT .....	.....	49
1.7 FEE.....	.....	49
ANNEX II –ΕΕΕΣ.....	.....	51
ANNEX III - LETTER OF GUARANTEE TEMPLATES.....	.....	53

1. CONTRACTING AUTHORITY AND SCOPE OF AGREEMENT

1.1 Contracting Authority Details

Company Name	REGULATORY AUTHORITY FOR ENERGY
Taxation Identification Number (TIN)	099441906
Postal Address	132 PIRAEUS ST
City	ATHENS
Postal Code	11854
Country	GREECE
NUTS Code	EL300
Telephone	210-37 27 400
E-mail	info@rae.gr
Contact person	First Name: Natassa Baxevanaki Phone No.: 210-37 27 426 Email: banata@rae.gr
Uniform Resource Locator (URL)	www.rae.gr

Contracting Authority Type

The Contracting Authority is the Energy Regulatory Authority, which is an independent administrative authority with legal personality established by Law 2773/1999 and belongs to the General Government, specifically the Central Government Sector.

Main activity of the Contracting Authority

The Contracting Authority's main activity is to control, regulate, and supervise the energy market, subject to the powers of the Minister of Environment and Energy, and it is the national regulatory authority for electricity and natural gas within the meaning of Directives 2009/72/EC and 2009/73/EC.

Contact Details

- (a) The contract documents are available for unrestricted, full, direct & free access through the web portal (www.promitheus.gov.gr) of the National Electronic Public Procurement System Integrated Information System (NEPPS IIS).
- (b) Any kind of communication and exchange of information takes place through the NEPPS Procurement and Services (hereinafter NEPPS), which is accessible from the Portal (www.promitheus.gov.gr) of the NEPPS IIS.
- (c) Further information is available from the above-mentioned Directorate-General via the Internet (URL): www.rae.gr.

1.2 Procedure Details - Financing

Type of procedure

The tender procedure will be conducted under the open procedure set out in Article 27 of Law 4412/16.

Financing of the contract

The financing authority of this contract is RAE. The expenditure for this contract will be charged to the relevant appropriation with C/N: 61.90 of the Entity's regular budget for fiscal year 2023.

1.3 Brief description of the physical and economic subject-matter of the contract

This contract concerns the **Advisory support to the Energy Regulatory Authority for the evaluation and review of the EU Electricity Market Design**.

Annex I (ANALYTICAL DESCRIPTION OF THE PHYSICAL AND ECONOMIC SCOPE OF THE CONTRACT) of this notice contains a detailed description of the physical scope of the contract as well as the contractor's obligations.

The services to be provided are classified under the following codes of the Common Procurement Vocabulary (CPV): 79415200-8 - Design consultancy services

The contract's estimated value is **€100,000.00 plus 24% VAT** of €24,000.00 (total contract value including VAT: €100,000.00). €124,000.00).

The Contract's term is set to four (4) months, commencing from the date of signing of the agreement.

Award of the contract shall be based on the criterion of the most economically advantageous bid, based on price.

1.4 Institutional framework

The award and execution of the contract is governed by the applicable legislation and the regulatory acts adopted under its authority, as in force, and including in particular:

- The provisions of Law 4414/2016 on the "New support scheme for power stations generating electricity from renewable sources and high efficiency power and heat cogeneration – Provisions on the legal and functional unbundling of the supply and distribution sectors in the natural gas market and other provisions (Government Gazette, Series I, No 149), as currently in force, and in particular, the provisions of paragraph 7 of Article 38,
- The provisions of Law 4001/2011 on "The operation of energy markets in electricity and natural gas, for hydrocarbon prospecting, production and transmission networks, and other provisions (Government Gazette, Series I, No 179), as currently in force,
- The provisions of Law 2773/1999 "Deregulation of the electric energy market – Regulation of energy policy issues and other provisions", (Government Gazette, Series I, No 286), as in force, and in particular par. 6 of Article 6,
- The provisions of Presidential Decree 139/2001 "Internal RAE Operation and Management Regulation" (Government Gazette A 121), as in force,
- Law 4412/2016 (Government Gazette, Series I, No 147) "Public Works, Procurement, and Services Contracts (adjustment to Directives 2014/24/EU and 2014/25/EU)"
- The provisions of Law 4782/9.3.21 (Government Gazette, Issue I, no.36) "Digital Governance (Modernizing, simplifying and reforming the regulatory framework for public procurement, more specific procurement arrangements in the areas of defense and security and other provisions for development, infrastructure and health", as it is currently in force.
- Law 4622/2019 (Government Gazette, Series I, No 133) "Executive state: the organisation, operation and transparency of the government, the government bodies and the central public administration" and in particular Article 37
- Law 4013/2011 (Government Gazette, Series I, No 204) on the 'Establishment of a Hellenic Single Public Procurement Authority and a Central Electronic Registry for Public Procurement'...

- Law 4912/2022 (Government Gazette A59/17.03.2022) "Single Public Procurement Authority and other provisions of the Ministry of Justice".
- Law 4601/2019 (Government Gazette Issue I no. 44) "*Corporate transformations and harmonisation of the legislative framework with the provisions of Directive 2014/55/EU of the European Parliament and of the Council of 16 April 2014 on electronic invoicing in the context of public procurement and other provisions*",
- Presidential Decree 39/2017 (Government Gazette Series I, No 64) "*Regulation for the examination of pre-trial appeals before the Greek Preliminary Rulings Authority*",
 - JMD no. 76928/2021 (Government Gazette, Series II, No 3075) "*Regulating more specific matters relating to the functioning and management of the central e-procurement register (KIMDIS)*",
- Joint Ministerial Decision No. 64233/08.06.2021 (Government Gazette Series II, No 2453) of the Ministers of Development and Investments and Digital Governance on "*Regulation of technical issues concerning the award of Public Procurement of Supplies and Services using the individual tools and procedures of the National Electronic Public Procurement System (NEPPS)*",
- Joint Ministerial Decision No. oik. 60967 EΞ 2020 (Government Gazette Series II, No 2425) "*Electronic Invoicing in the context of Public Procurement under Law 4601/2019 (Government Gazette, Series I, No. 44)*",
- Joint Ministerial Decision No. 63446/2021 (Government Gazette Series II, No 2338) "*Determination of a National Electronic Invoice Format in the context of Public Procurement*",
- Law 4270/2014 (Government Gazette, Series I, No 143) "*Principles of financial management and supervision (transposition of Directive 2011/85/EU) - public accounting and other provisions*"
- Presidential Decree 80/2016 (Government Gazette, Series I, No 145) on "*Commitment by Authorising Officers*"
- par. (g) of Law 4152/2013 (Government Gazette, Series I, No 107) "*Transposition of Directive 2011/7 of 16.2.2011 on combating late payment in commercial transactions in Greek law*",
- Law 4727 / 2020 (Government Gazette, Series I No 184/23.9.2020) «*Digital Governance (Incorporation into Greek law of Directive (EU) 2016/2102 and Directive (EU) 2019/1024) - Electronic Communications (Integration of Greek Law Directive (EU) 2018/1972) and other provisions*»,
- Presidential Decree 28/2015 (Government Gazette, Series I, No 34) "*codifying provisions on access to public documents and data*",
- Law 2859/2000 (Government Gazette, Series I, No 248) on "*Ratification of the Value Added Tax Code*"
- of law 2690/1999 (Government Gazette, Series I, No 45) "*Ratification of the Code of Administrative Procedure and other provisions*", and in particular Articles 1,2, 7, 11 and 13 to 15,
- of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (Text with EEA relevance) OJ L 119,
- Law 4624/2019 (Government Gazette, Series I, No. 137) "*Hellenic Data Protection Authority, measures for the implementation of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016/679 on the protection of natural persons with regard to the processing of personal data and incorporation in the Greek legislation of Directive (EU) 2016 of the European Parliament and of the Council of 27 April 2016/680 and other provisions*",
- the regulatory acts issued in implementation of the above laws, the other provisions which are expressly referred to or derive from the provisions of the contract documents hereof, as well as all the provisions

of the insurance, labour, social, environmental, and tax law governing the award and execution of this contract, even if not expressly referred to above.

- RAE decision No. 135/24.2.2023 on the approval of the realisation of the expenditure (Online publication registration number: 23REQ012205253, Online posting number: 90ΞΑΙΔΞ-9ΗΞ), amounting to one hundred thousand euros (**€100,000.00**), plus VAT 24%, twenty four thousand euros (€ 24,000.00), i.e. a total amount of **one hundred twenty four thousand euros (€124,000.00)**, including all other legal charges or expenses, relating to the project "Advisory support to the Energy Regulatory Authority for the evaluation and review of the EU Electricity Market Design",
- Commitment decision No. 115/28.02.2023 (Online publication registration number: 23REQ012211575, Online posting number: ΩXB1ΙΔΞ-Y3K). Number of registration in our accounting information system: 4102
- RAE Decision No. 151/2.3.2023 (Online posting number:) for the approval of the terms of this Electronic Tender: "2/2023", and the establishment of the Tender Committee.

1.5 Bid submission deadline and tender procedure

The closing date for acceptance of the bids is Thursday **30/03/2023 at 12:00**.

The procedure will be carried out using the National Electronic Public Procurement System (NEPPS) Procurement and Services of the NEPPS IIS (www.promitheus.gov.gr)

1.6 Publicity

a. Publication at national level

The full text of this tender notice was entered in the Central Electronic Public Procurement Register (CEPPR).

This Tender Notice's documents were registered in the NEPPS's relevant electronic procurement procedure, which received the System Serial Number 186725, and were posted on the Internet Portal (www.promitheus.gov.gr) of the NEPPS IIS.

A summary of this Notice, as provided for in Article 76(3) case (p) of Law 4727/2020, was posted on the Internet, at the website et.diavgeia.gov.gr (DIAVGEIA PROGRAMME).<http://et.diavgeia.gov.gr/>

The contract notice was published on the Internet, at the contracting authority's website, at the following address (URL): www.rae.gr.

1.7 Principles applied on the award procedure

The economic operators undertake that:

- a) they comply and they will continue complying during the implementation of the contract, if they are selected, with their obligations arising from the provisions of the environmental, social security, and labour laws, 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 of Law 4412/2016. Compliance with above obligations is checked and verified by the bodies supervising the execution of public contracts, and the competent public authorities and services acting within the limits of their responsibility and power;
- b) they will refrain from acting unlawfully, illegally or abusively throughout the term of the award procedure, and at the stage of execution of the contract, if they are selected.
- (c) take the appropriate measures to safeguard the confidentiality of the information classified as such.

2. GENERAL AND SPECIAL TERMS OF PARTICIPATION

2.1 General Information

2.1.1 Contract documents

The documents of this award procedure are the following:

1. this notice and its annexes,
2. the European Single Procurement Document [ESPD]
3. any supplementary information that may be provided within this procedure, particularly with regard to the specifications and the relevant supporting documents,

2.1.2 Contact - Access to the Contract documents

All communication with regard to the basic data of the contract award procedure, as well as all the exchanges of information, in particular electronic submission, are implemented through the use of the platform of the National Electronic Public Procurement System (NEPPS), accessible through the web (www.promitheus.gov.gr).

2.1.3 Clarifications

The relevant clarification requests should be submitted in electronic format, at the latest 6 days before the tender submittal deadline date; and should be answered within the framework of this document, in the specific electronic public contract making process on the NEPPS platform, which is accessible through the (www.promitheus.gov.gr) Web portal. Requests for supplementary information - clarifications are submitted by economic operators registered in the system, i.e. by those having the relevant credentials granted to them (username and password), and the electronic file with the text of the questions must necessarily be signed electronically. Requests for clarifications submitted either by another manner, or accompanied by an electronic file which is not electronically signed shall not be examined.

The contracting authority extends the time limit for the receipt of bids so that all economic operators concerned can be aware of all the information needed to produce bids in the following cases:

- (a) where, for whatever reason, additional information, although requested by the economic operator in good time, is not supplied no later than four (4) days before the closing date for submission of bids;
- (b) where significant changes are made to the contract documents.

The length of the extension shall be proportionate to the importance of the information that was requested or the changes.

Where the additional information has not been requested in good time or its importance for preparing responsive bids is insignificant, the extension of the time limit shall be at the discretion of the contracting authority.

Modification of the terms of the tendering procedure (e.g. change/postponement of the closing date for the submission of tenders as well as significant changes to the contract documents, in accordance with the previous paragraph) is published in the CEPCR.

2.1.4 Language

The contract documents have been drawn up in Greek.

The text of this Tender Notice has been prepared and published for the sole purpose of assisting interested economic operators on the NEPPS OPS Internet portal (www.promitheus.gov.gr) and on the contracting authority's website (URL: www.rae.gr) and in English. In the event of any inconsistency between the respective texts, the Greek text of the Tender Notice shall prevail, and the corresponding English text shall not be considered for any interpretation of the terms of this Agreement.

Any interlocutory appeals shall be lodged in Greek.

The tenders, the details contained therein, as well as the supporting documents relating to the absence of a ground for exclusion and the fulfilment of the qualitative selection criteria shall be drawn up in Greek or accompanied by an official translation into Greek.

Foreign private documents will be accompanied by a translation thereof in Greek, certified either by a competent person under the provisions of current national laws, or by a competent person under the laws of the country in which the document has been drawn up.

Information and technical brochures and other corporate or non-corporate forms, with a specific technical content, i.e. printed forms with purely technical characteristics, such as numbers, returns of international units, mathematical formulas and designs, which can be read in any language and which must not necessarily be translated, may be submitted in English, without an accompanying translation into Greek.

By derogation from the preceding paragraphs, the submission of one or more tender items and supporting documents in English is acceptable, without the need for certification, provided that the above documents are registered on official websites of certification bodies, to which free Internet access is available, and that the economic operator refers to them in order for the contracting authority to easily verify their validity.

Any kind of communication with the contracting authority, as well as between the contracting authority and the contractor shall necessarily be in Greek.

2.1.5 Guarantees & warranties

The letter of guarantee referred to in paragraphs 2.2.2 and 4.1 shall be issued by credit institutions or financial institutions or insurance companies, within the meaning of cases b) and c) of Article 14(1) of Law 4364/ 2016 (Series I no. 13) which are lawfully operating in the EU or EEA Member States or in the GPA Member States and have the right to so under provisions in force. They may also be issued by the Insurance Fund for Independent Professionals, Section for Engineers and Public Works Contractors (TMEDE) or may be granted in the form of a note issued by the Deposits and Loans Fund, by depositing the equivalent amount with the Fund. If a deposit is established with a securities deposit slip in the Deposits and Loans Fund, the interest or dividends that expire during the guarantee shall be recovered upon expiration to the economic operator in favour of which the guarantee was issued.

The letters of guarantee are issued at the discretion of the economic bodies by one or more issuers under the foregoing paragraph.

Such guarantees include by minimum the following data: a) the date of issuance; b) the issuer; c) the contracting authority to which they are addressed; d) the number of the guarantee; e) the amount covered by the guarantee; f) the full name, the VAT, and the address of the economic operator in favour of which the guarantee is issued (in the case of an association of operators all the foregoing data are indicated for each member of the association); g) the terms that: aa) the guarantee is granted irrevocably and unconditionally, and the issuer waives the benefit of division and discussion; and bb) that in the event of forfeiture thereof, the forfeiture amount is subject to the relevant applicable stamp duty; h) the data of the relevant notice and the date of conduct of the competition; i) the expiration date or the validity term of the guarantee; j) the assumption of the obligation on the part of the issuer of the guarantee to pay the amount of the guarantee in whole or in part within five (5) days from the simple written notification of the person to whom it is addressed; and k) in the case of performance and prepayment guarantee, the number and the title of the relevant contract.

The case aa) of the previous subparagraph (g) shall not apply to guarantees provided by a promissory note of the Deposits and Loans Fund.

The contracting authority contacts the issuers of the letters of guarantee, in order to determine the validity thereof.

2.1.6 Personal data protection

The contracting authority shall inform the individual who signs the tender as Tenderer or as Legal Representative of the Tenderer, that it or third parties, by its order and on its behalf, will process personal data contained in the tender files and the means of proof submitted to it, in the context of this Tender, for the purpose of evaluating the tenders and informing other participants in it, taking all reasonable measures to ensure the confidentiality and security of the processing of data and their protection against any form of unlawful processing, in accordance with the provisions of the applicable legislation on the protection of personal data, as detailed in the detailed information attached hereto.

2.2 Participation Right - Criteria for Qualitative Selection

2.2.1 Participation right

1. The right to participate in the procedure of entering into this contract is held by natural or legal persons, and in the case of associations of economic operators, by the members thereof, which are established at:

(a) a Member State of the European Union;

(b) a Member State of the European Economic Area (EEA);

(c) third countries that have signed and ratified the GPA, to the extent that the public contract to be awarded is covered by Annexes 1, 2, 4, 5, 6, and 7, and the Union-related general notes of Annex I to the above Agreement;

(d) third countries not falling under point (c) of this paragraph, which have entered into bilateral or multilateral agreements with the European Union on issues of public procurement procedures.

To the extent that they are covered by Annexes 1, 2, 4, 5, 6 and 7 and the General Notes to the Union's Appendix I to the GPA, as well as the other international agreements to which the Union is bound, contracting authorities shall treat the works, goods, services and economic operators of the countries signatory to those agreements equally favourable with the one they reserve for the Union's works, supplies, services and economic operators.

2. An economic operator may take part either separately or as a member of a union. Associations of economic operators, including temporary consortia, are not required to take on a specific legal form in order to submit a bid. The contracting authority may require associations of economic operators to take on a specific legal form, provided that they are awarded the contract.

In the cases of submission of a tender by an association of economic operators, all its members will be liable against the contracting authority jointly, and severally.

2.2.2 Participation guarantee

2.2.2.1. For valid participation in this tender procedure, participating economic operators (tenderers) shall deposit a participation letter of guarantee **for the amount of two thousand euros (€2,000.00)**.

In the case of association of economic operators, the participation guarantee shall also include the term that the guarantee covers the obligations of all the economic operators participating in the association.

The participation letter of guarantee must be valid for at least thirty (30) days after the tender validity period pursuant to Article 2.4.5 hereof, otherwise the bid shall be dismissed. Prior to the expiry of the tender validity, the contracting authority may request that the tenderer extend the tender validity period and of the participation letter of guarantee.

The original guarantees of participation, with the exception of guarantees issued electronically, shall be presented in a closed envelope under the responsibility of the economic operator, at the latest before the date and time of the opening of tenders specified in para. 3.1 hereof, otherwise the tender shall be rejected as inadmissible, following the opinion of the Tender Committee.

2.2.2.2. The participation guarantee shall be returned to the contractor upon submission of the performance guarantee.

The participation letter of guarantee shall be handed back to the other bidders in accordance with the more specific provisions of Article 72(3) of Law 4412/2016.

2.2.2.3. The participation guarantee shall be forfeited, if the tenderer: a) withdraws its bid during the validity term thereof, b) knowingly provides false data or information referred to in paragraphs 2.2.3 to 2.2.8, c) does not produce the supporting documents (paragraphs 2.2.9 and 3.2) provided for herein in due time, d) does not appear on time for the signature of the agreement, e) submits inadequate tender, within the meaning of case 46 of Article 2(1) of Law 4412/2016, f) does not respond to the relevant invitation of the contracting authority to explain the price or cost of its tender within the set deadline and its tender is rejected, g) in the cases of Article 103(3), (4) and (5) of Law 4412/2016, on the invitation to submit supporting documents by the provisional contractor, if it is found, during the verification of the above supporting documents in accordance with paragraphs 3.2 and 3.4 hereof, that the information declared to the ESPD is intentionally fraudulent, or that false evidence has been submitted, or if it is not demonstrated from the above supporting documents, which were submitted lawfully and within the time limit, that the grounds for exclusion referred to in paragraph 2.2.3 have not been complied with or that one or more of the requirements of the qualitative selection criteria have been met.

2.2.3 Grounds of exclusion

An economic operator shall be excluded from participation in this contract award procedure (tender), if he (in the case of an individual natural or legal person) or one of its members (in the case of an association of economic operators) is subject to one or more of the following grounds:

2.2.3.1. Where has been the subject of a conviction by final⁵ judgment on one of the following crimes:

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

b) active bribery, as defined in Article 3 of the Convention against corruption, involving officials of the European Communities or officials of the Member States of the European Union (OJ C 195, 25.6.1997, p. 1) and para. 1 of Article 2003/568(2) of Council Framework Decision 2003/JHA of 22 July 192 on combating corruption in the private sector (OJ L 31.7.2003, p. 54), as well as defined in the national law of the economic operator, and the crimes of Articles 159A (bribery of politicians), 236 (bribery of official), 237 paras. 2-4 (bribery of judicial officials), 237A par 2 (influence trading - intermediaries), 396 para. 2 (bribery in the private sector) of the Greek Penal Code,

(c) fraud to the union's financial interests within the meaning of Articles 3 and 4 of Directive (EU) 2017/1371 of the European Parliament and of the Council of 5 July 2017 on the fight against fraud to the Union's financial interests by means of criminal law (L 198/28.07.2017) and the offences referred to in Articles 159A (bribery of politicians); 216 (forgery), 236 (bribery of official), 237 paras. 2-4 (bribery of judicial officials), 242 (false attestation, rigging etc.) 374 (aggravated theft), 375 (embezzlement), 386 (fraud), 386A (computer fraud), 386B (subsidy fraud), 390 (infidelity) of the Penal Code and Articles 155 et seq. of the National Customs Code (Law 2960/2001, Government Gazette, Series I, No 265), when these are directed against the financial interests of the European Union or are linked to the infringement of those interests, as well as the offences of Articles 23 (cross-border VAT fraud) and 24 (subsidiary provisions for the criminal-law protection of the financial interests of the European Union) of Law 4689/2020 (Government Gazette, Series I, No 103),

(d) terrorist offences or offences related to terrorist activities, as defined, respectively, in Articles 3-4 and 5-12 of Directive (EU) 2017/541 of the European Parliament and of the Council of 15 March 2017 on combating terrorism and replacing Council Framework Decision 2002/475/JHA and amending Council Decision 2005/671/JHA (OJ L 88/31.03.2017) or inciting or abetting or attempting to commit crime, as defined in Article 14 thereof, and the crimes of Articles 187A and 187B of the Penal Code, as well as the crimes of Articles 32-35 of Law 4689/2020 (Series I No. 103),

e) money laundering or terrorist financing, as defined in Article 1 of Directive (EU) 2015/849 of the European Parliament and of the Council of 20 May 2015 on the prevention of the use of the financial system for the purposes of money laundering or terrorist financing, the amendment of Regulation (EU) No 648/2012 of the European Parliament and of the Council, and repealing Directive 2005/60/EC of the European Parliament and

of the Council and Commission Directive 2006/70/EC (OJ L 141/05.06.2015) and the offences referred to in Articles 2 and 39 of Law 4557/2018 (Government Gazette, Series I, No 139),

f) child labour and other forms of trafficking in human beings as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council of 5 April 2011 on preventing and combating trafficking in human beings and protecting its victims, and replacing Council Framework Decision 2002/629/JHA (OJ L 101, 15.4.2011, p. 1), and the crimes of Article 323A of the Greek Penal Code (human trafficking).

The economic operator shall also be excluded 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 of the previous section refers to:

- cases of limited liability companies (LTD), private companies (PC) and personal companies (general partnerships and limited partnerships), to the managers;
- in the case of sociétés anonymes (S.A.), the Managing Director, the members of the Board of Directors, as well as the persons to whom the entire management and representation of the company has been assigned by decision of the Board of Directors.
- cases of Cooperatives, the members of the Board of Directors;
- in all the other cases of legal persons, to the respective legal representative.

If in the above cases (a) until (f) the said exclusion period has not been established by irrevocable judgment, it shall be five (5) years following the date of conviction pursuant to an irrevocable decision.

2.2.3.2. In the following cases:

(a) Where the economic tenderer has defaulted on his obligations relating to payment of taxes or social security contributions, provided that this has been established by a final or binding court judgment or administrative decision, in accordance with the provisions in force in the tenderer's country of establishment or the Greek laws or

(b) where the contracting authority is able to demonstrate by appropriate means that the economic tenderer has defaulted on his obligations relating to payment of taxes or social security contributions.

Where the economic operator is a Greek national or is established in Greece, its social security contributions obligations shall cover both primary and supplementary insurance.

The obligations referred to in points (a) and (b) of paragraph 2.2.3.2 shall be deemed not to have been breached provided that they have not become due or provided that they have been subject to a binding settlement maintained.

An economic operator who has fulfilled his obligations by paying or entering into a binding arrangement with a view to paying the taxes or social security contributions due, including, where applicable, any interest accrued or fines, shall not be excluded as long as it complies with the terms of the mandatory regulation.

2.2.3.3 By way of exception, an economic operator shall not be excluded, where an exclusion, pursuant to paragraph 2.2.3.2, would be clearly disproportionate, in particular where only minor amounts of taxes or social security contributions remain unpaid or where the economic operator was informed of the exact amount due following its breach of its obligations relating to the payment of taxes or social security contributions at such time that it did not have the possibility of taking measures, pursuant to the last subparagraph of paragraph 2 of Article 73 of Law 4412/2016, before expiration of the deadline for submitting its tender.

2.2.3.4. The economic operator shall be excluded from participating in this contract award procedure in any of the following situations:

(a) where the economic operator has breached the obligations set out in Article 18(2) of Law 4412/2016, on principles applied to public procurement procedures,

(b) where the economic operator is bankrupt or is the subject of insolvency or winding-up proceedings, or his assets are being administered by a liquidator or by the court, or he is in an arrangement with creditors,

or his business activities are suspended or has been subjected to rationalisation process and does not meet its terms or he is in any analogous situation arising from a similar procedure under national legal provisions. It is possible that the contracting authority does not exclude an economic operator which is in one of the states referred to in this case, on the condition that it demonstrates that such operator is able to execute the contract, having regard to the applicable provisions and the measures for the continuation of its business operation.

(c) without prejudice to Article 44(3)(b) of Law 3959/2011 on criminal sanctions and other administrative consequences, there are sufficiently plausible indications to conclude that the economic operator has entered into agreements with other economic operators aimed at distorting competition,

(d) if there is a conflict of interests according to Article 24 of Law 4412/2016, which cannot be effectively remedied by other less intrusive measures;

(e) where a distortion of competition from a prior involvement of the economic operator in the preparation of the contracting procedure, as referred to in accordance with Article 48 of Law 4412/2016, cannot be remedied by other, less intrusive measures;

(f) where 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,

(g) where the economic operator has been guilty of intentional 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 2.2.9.2 hereunder;

(h) it has attempted to unlawfully influence the decision-making process of the contracting authority, to acquire confidential information that may bring to it unlawful advantage in the procurement procedure, or to fraudulently provide misleading information that may have a substantial influence on decisions concerning the exclusion, the selection or the award;

(h) If the contracting authority can demonstrate, by appropriate means, that economic operator has committed a serious professional misconduct, which questions its integrity.

If in the above cases (a) until (f) the exclusion period has not been established by irrevocable judgment, it shall be three (3) years following the date of issue of the act determining the relevant event.

2.2.3.5 The economic operator shall be excluded at any time during this contract award procedure, if it transpires that he in one of the above situations due to acts or omissions of his either before or during the procedure.

2.2.3.6. Any economic operator that is in one of the situations referred to in paragraphs 2.2.3.1 and 2.2.3.4, except of case b thereof, may provide evidence to the effect that measures taken by the economic operator are sufficient to demonstrate its reliability despite the existence of a relevant ground for exclusion (self-cleaning). To that end, the economic operator shall prove that it has paid or it has undertaken to pay compensation for damages caused by the criminal offence or the misconduct, that it has clarified the facts and the circumstances in a comprehensive manner, through active collaboration with the investigating authorities, and has adopted specific technical and organisational measures, and staff-level measures suitable for preventing any further offences or misconduct. Measures taken by economic operators shall be evaluated in light of the gravity and particular circumstances of the criminal offence or misdemeanour. If the evidence is deemed sufficient, the economic operator in question shall not be excluded from the contract award procedure. If the measures are deemed to be insufficient, the economic operator shall be duly notified of the reasons for this decision. An economic operator which has been excluded, pursuant to existing provisions, by final judgment, on a national level, from participating in contract award procedures or concession award procedures shall not be entitled to make use of the possibility provided for under this paragraph during the period of exclusion resulting from that judgment.

2.2.3.7. The decision on whether the remedial measures are sufficient or not pursuant to the previous paragraph shall be issued in accordance with the provisions of par. 8 and 9 of Article 73 of Law 4412/2016.

2.2.3.8. An economic operator against whom the sanction of the horizontal exclusion has been imposed in accordance with the provisions in force and for the period specified therein shall be excluded from this procedure for the award of the contract.

Selection Criteria

2.2.4 Suitability to pursue professional activity

Economic operators participating in this contract award procedure are required to exercise an activity related to the subject matter of the contract.

Economic operators established in an EU Member State must be enrolled in one of the **professional or trade registers** kept in their state of establishment, or fulfill any other requirement set out in Annex XI of Appendix A of Law 4412/2016. Given that the economic operators are required to have a special authorisation or to be members of a specific organisation in order to be able to provide the relevant service in their country of origin, the contracting authority may ask them to prove that they have such authorisation or that they are members of that organisation, or they may invite them to give a solemn declaration before a notary public in relation to the exercise of the specific profession.

Economic operators established in a European Economic Area (EEA) Member State, or in third countries-parties to the GPA, or in third countries which do not fall under the previous case and have signed bilateral or multilateral agreements with the European Union on issues of public contract award procedures, must be enrolled in corresponding professional registers.

2.2.5 Economic and financial standing

In terms of economic and financial standing for this procurement procedure, economic operators must have: an average "special" annual turnover in the field of activities relevant to the scope of this contract for the last three (3) closed financial years (2020, 2021, 2022) amounting to at least 100% of the budgeted contractual cost (before VAT). If the tenderer has been active for less than three fiscal years, the average 'specific' turnover for the number of fiscal years in which it has been active must be greater than or equal to the budgeted contractual cost (before VAT).

In the case of an Association/Consortium, the above amounts must be covered cumulatively by all members of the same.

2.2.6 Technical and professional expertise

In respect of the technical and professional expertise for the purposes of this contract conclusion procedure, the financial entities must:

A) Be consistently and demonstrably active in providing advisory services to electricity market regulators and/or governmental energy agencies on wholesale electricity market planning issues, contracts for difference schemes, and/or the operation of Power Assurance Markets in EU countries or other countries worldwide.

B) Have successfully completed **two (2) or more contracts on issues related to the overall planning of wholesale electricity markets in Greece or abroad in the last five (5) years.**

C) Have a project team that includes a Project Manager with at least 10 years of experience in similar contracts as this one (overall electricity market design in Greece or abroad), as well as at least two (2) competent staff (regardless of their work relationship with the economic entity) with 5-years experience in similar contracts as this one.

2.2.7 Quality assurance standards and environmental management standards

Shall not be required

2.2.8 Reliance on the capacity of third parties - Subcontracting

2.2.8.1. Reliance on the capacity of third parties

With regard to criteria relating to economic and financial standing (under paragraph 2.2.5), and to criteria relating to technical and professional ability (under paragraph 2.2.6), economic operators may rely on the capacities of other entities, regardless of the legal nature of the links which they have with them. In this case, they shall prove that they will have at their disposal the resources necessary, by producing a commitment by the entities on whose capacities they rely.

In particular, with regard to professional capability criteria relating to the educational and professional qualifications, or to the relevant professional experience of paragraph 2.2.6 case C, 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 economic operators rely on the capacities of other entities in order to meet the required criteria relating to economic and financial standing, such economic operators and the entities they rely on shall be jointly liable for the execution of the contract.

Under the same conditions, associations of economic operators may rely on the capacities of participants in the consortium or of other entities.

The contracting authority shall verify whether the entities on whose capacity the economic operator intends to rely fulfil the relevant selection criteria, where appropriate, and whether there are grounds for exclusion pursuant to paragraph 2.2.3. The economic operator is obliged to replace an entity on whose capacity it relies, provided that the latter does not meet the relevant selection criterion or for which there are reasons for exclusion, within thirty (30) days of the relevant electronic invitation by the relevant invitation of the contracting authority, which is addressed to the economic operator through the "Communication" functionality of National Electronic Public Procurement System (ESIDIS). The organization replacing an entity referred to in the preceding subparagraph may not be replaced again.

2.2.8.2. Subcontracting

An economic operator shall indicate in its bid the part of the contract which it intends to outsource to a subcontractor, also listing the subcontractors proposed. In the event that the tenderer states in his tender that he intends to award part(s) of the contract in the form of subcontracting to third parties at a rate exceeding thirty percent (30%) of the total value of the contract, the contracting authority shall verify that the grounds for exclusion of paragraph 2.2.3 hereof are not met. The economic operator is obliged to replace a subcontractor provided that the exclusion grounds referred to above paragraph 2.2.3 apply to its person.

2.2.9 Qualitative selection evidentiary rules

The economic operators' right to participate and the terms and conditions of participation, as defined in paragraphs 2.2.1 to 2.2.8, shall be assessed upon submission of the tender via the ESPD as specified in paragraph 2.2.9.1, upon submission of the supporting documents referred to in paragraph 2.2.9.2, and upon contract conclusion via the declaration of responsibility referred to in paragraph 2.2.9.2. Article 105(3)(d) of Law 4412/2016.

In the case the economic operator relies on the capacities of other entities, in accordance with paragraph 2.2.8 hereof, the entities on whose capacities it relies are required to prove, in accordance with the provisions of paragraphs 2.2.9.1 and 2.2.9.2, that there are no grounds for exclusion under paragraph 2.2.3 hereof, and that they fulfill the relevant selection criteria, as the case may be (paragraphs 2.2.5 and 2.2.6).

In the event that the economic operator states in its tender that it intends to award part(s) of the contract in the form of subcontracting to third parties at a rate exceeding thirty percent (30%) of the total value of the

contract, the subcontractors must prove, in accordance with the provisions of paragraphs 2.2.9.1 and 2.2.9.2 that the grounds for exclusion stipulated in paragraph 2.2.3 hereof are not met.

If there are any changes to the conditions which the tenderers declare to satisfy in accordance with this Article, which occur or of which they become aware of after the completion of the ESPD and by the date of the written invitation to conclude the contract, the tenderers shall inform the contracting authority without delay.

2.2.9.1 Preliminary evidence upon submission of bids

As preliminary evidence that the tenderers-economic operators: a) are not in one of the states set out in paragraph 2.2.3, and b) fulfill the selection criteria under paragraphs 2.2.4, 2.2.5, 2.2.6 and 2.2.7 hereof, they shall produce as participation supporting document, upon submission of their tender, the European Single Procurement Document (ESPD) provided for by Article 79 par. 1 and 3 of Law 4412/2016, European Single Procurement Document (ESPD), in accordance with Annex II hereto, which is equivalent to an updated solemn declaration, bearing the consequences stipulated in Law 1599/1986. The ESPD is drawn up on the basis of the standard form contained in Annex 2 of Regulation (EU) 2016/7, and is completed by the tenderers-economic operators in accordance with the instructions of Annex 1.

The ESPD shall be signed with a date within the period during which tenders may be submitted. If changes have been made to the information declared by it in the ESPA in the period between the date of signature of the ESPD and the final date for the submission of tenders, the economic operator shall withdraw its tender, without the need for a decision by the contracting authority. It may then re-submit it with an updated ESPD. The economic entity may specify the statements and information provided in the ESPD with an accompanying solemn statement, which he/she will submit together with the ESPD.

Upon submission of the ESPD and the accompanying solemn declaration, the mere signature of the relevant representative of the financial entity, shall constitute preliminary evidence concerning the occurrence of the grounds for exclusion referred to in paragraph 2.2.3 hereof for all natural persons who are members of the administrative, managerial, or supervisory body thereof, or have representation, decision-making or control power therein.

The representative of the economic operator shall be the legal representative thereof at the time of submission of the bid, pursuant to the applicable Articles of Association or the representation report thereof, or the natural person duly authorised to represent the economic operator for contract award procedures, or for a specific contract award procedure.

Where the bid is submitted by an association of economic operators, the European Single Procurement Document (ESPD) shall be submitted by each member of the association separately. The ESPD must necessarily specify the extent and type of participation (including the allocation of the fee between them) of each member of the association, as well as the representative/coordinator thereof. <http://www.eaadhsy.gr/http://www.hsppa.gr/>

The economic operator shall have a specific obligation to state, through the ESPD, its situation in relation to the reasons provided for in Article 73 of Law 4412/2016 and paragraph 2.2.3 hereof and at the same time to invoke any measures taken to restore its credibility.

In particular, it should be noted that the economic operator answers the relevant field in the ESPD concerning entry into agreements with other economic operators aimed at distorting competition, the occurrence of circumstances, such as the lapse of the three-year period of validity of the ground for exclusion under Article 73 (10) or the application of the provisions of Article 44 (3b) of Law 3959/2011, according to case c of paragraph 2.2.3.4 hereof, shall be analyzed in the relevant field presented after a positive answer.

With regard to his obligations in relation to the payment of taxes or social security contributions (cases a and b of para. Article 73(2) of Law 4412/2016), these shall be deemed not to have been breached provided that they have not become due or provided that they have been subject to a binding settlement maintained. In such a case, the economic operator shall not be obliged to answer in the affirmative the relevant field of the

ESPD asking whether the economic operator has unfulfilled obligations with regard to the payment of taxes or social security contributions or, where applicable, whether has he failed to fulfill his above obligations.

2.2.9.2 Means of proof (for the provisional contractor)

A. In order to prove that the grounds for exclusion referred to in Article 2.2.3 have not been met and that the qualitative selection criteria referred to in paragraphs 2.2.4, 2.2.5, 2.2.6 and 2.2.7 have been satisfied, economic operators shall provide the supporting documents hereof. These supporting documents shall be submitted by the provisional contractor in accordance with the provisions of paragraph 3.2. The contracting authority may request from tenderers, at any time during the procedure, to submit all or some of the supporting documents, where this is necessary to ensure that the procedure is conducted properly.

Economic operators shall not be required to submit supporting documents or other means of proof where and in so far as the contracting authority has the possibility of obtaining the certificates or the relevant information directly by accessing a national database in any Member State that is available free of charge, such as a national contract register, a virtual company dossier, an electronic document storage system or a prequalification system. The declaration on access to a national database shall be contained in the European Single Convention Document (ESPD), which shall also contain the information required for that purpose, such as the electronic address of the database, any identification data and, where applicable, the necessary declaration of consent.

Economic operators shall not be required to submit supporting documents where the contracting authority that has awarded the contract already possesses the above documents, and they continue to be in force.

The supporting documents hereof shall be submitted and accepted in accordance with paragraph 2.4.2.5. and 3.2 hereof.

The supporting documents shall be drawn up in Greek or accompanied by an official translation into Greek in accordance with paragraph 2.1.4.

B. 1. To prove that the grounds of exclusion referred to in paragraph 2.2.3 hereof do not apply to them, tendering economic operators shall provide the supporting documents mentioned below:

Where the Member State or the country that is competent for issuing of the above does not issue such documents or certificates, or where these do not cover all the cases specified in paragraphs 2.2.3.1 and 2.2.3.2 cases (a) and (b), as well as case (b) of paragraph 2.2.3.4, 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. The competent public authorities shall, where relevant, provide an official declaration stating that the documents or certificates referred to in this paragraph are not issued or that they do not cover all the cases specified in paragraphs 2.2.3.1 and 2.2.3.2, points (a) and (b), as well as in point (b) of paragraph 2.2.3.4. Official statements shall be available through the online certificates registry (e-Certis) of Article 81 of Law 4412/2016.

In particular, economic operators shall provide:

(a) as regards paragraph **2.2.3.1**, an extract from the relevant register, such as 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 those requirements have been met, which document, should have been issued up to three (3) months before its submission.

The obligation to produce such extract also applies to the members of the administrative, management or supervisory body of that economic operator or to the persons that have powers of representation, decision or control therein, as specifically provided for in paragraph 2.2.3.1 above;

b) for paragraph **2.2.3.2**, a certificate which has been issued by the competent authority of the relevant Member State or country and is valid at the time of its submission. Otherwise, if no validity period is indicated thereon, a certificate that has been issued up to three (2.2.3.2) months prior to its submission.

The economic operators in particular which are established in Greece shall submit:

i) For the proof of the fulfillment of the tax obligations of paragraph 2.2.3.2, a clearance certification issued by the IPRA. In the case of very small amounts of unpaid taxes, the economic operator must produce a certificate of debts from the IAPR demonstrating the existence of a debt not exceeding EUR 1,500.00, in accordance with paragraph 2.2.3.3 hereof.

ii) For demonstrating compliance with the obligations towards the social security organizations referred to in paragraph 2.2.3.2, an e-EFKA certificate and a solemn declaration by the economic operator concerning the social security organizations (main and supplementary insurance organizations) to which it must pay contributions are required. According to paragraph 2.2.3.3.3 of this paragraph, in the case of very small amounts of unpaid insurance contributions, the economic operator shall submit a certificate of debt from the EFKA demonstrating the existence of a debt that does not exceed a total amount of 3,000.00 euros.

iii) For paragraph 2.2.3.2 case a, in addition to the above certificates, a solemn declaration stating that no final and binding court or administrative decision has been issued against it due to breach of its obligations to pay taxes or social security contributions.

(c) with regard to paragraph **2.2.3.4 case b**, a certificate issued by the competent authority of the respective Member State or country issued up to three (3) months prior to its submission.

The economic operators in particular which are established in Greece shall submit:

(i) A single Certificate of Judicial Solvency from the competent Court of First Instance, evidencing that they are not bankrupt, they have not entered into an arrangement with creditors, have not been placed in forced administration or under judicial liquidation or that they are not the subject of consolidation. For PCs, a certificate of the General Commercial Register is also produced for the non-issuance of a decision for the dissolution or the filing of an application for the dissolution of the legal person, while for the LLCs, an additional certificate of changes shall be submitted.

(ii) Certificate of General Commercial Register whereby it arises that the legal entity has not been dissolved and has not been placed under liquidation under a decision of the partners.

(iii) Printing of the tab "Registry/ Business Data" from the electronic platform of the Independent Authority of Public Revenue, as these appear in the taxisnet, which evidences the non-suspension of their business activity.

In case of associations and cooperatives, the Single Certificate of Judicial Solvency is issued for the associations by the competent Court of First Instance, and for the cooperatives for the period until 31.12.2019 by the Justice of the District Civil Court and after the above date by the General Commercial Register.

(d) As regards the other points of paragraph 2.2.3.4, a solemn declaration shall be submitted by the candidate economic operator whereby it shall be declared that none of the exclusion grounds set out in the paragraph, apply to its person.

(e) for paragraph 2.2.3.8. a solemn declaration by the bidding economic operator of the non-imposition of the sanction of the horizontal exclusion against him, in accordance with the provisions of the law.

B.2. For the purpose of proving the requirement provided for in Article 2.2.4. (proving the suitability to pursue a professional activity), they shall produce a certificate by the relevant professional (or trade) register in the state where they are established. Economic operators established in an EU Member State produce a certificate by the relevant professional (or trade) register set out in Annex XI of Appendix A of Law 4412/2016, which certifies on the one hand, their enrollment in it, and on the other hand, their specific profession. Where the country does not have such registers, the document or certificate 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 body, in the country of origin or in the country where the economic operator is established, that no such register is kept, and that it exercises the activity required for the implementation of the object of the contract under award.

Economic operators established in Greece must submit a certificate of registration in the relevant professional register or a certificate issued by the General Electronic Register's relevant department.

It is noted that supporting documents to demonstrate the requirement of Article 2.2.4 (proof of suitability to pursue a professional activity) shall be admissible provided they have been issued up to thirty (30) business days prior to their submission, except where, in accordance with their specific provisions, they indicate a specific validity period.

B.3. To demonstrate the economic and financial standing referred to in paragraph 2.2.5, economic operators must submit balance sheets or extracts from balance sheets from the previous three (3) fiscal years (2019, 2020, 2021). Economic operators established abroad must submit the relevant supporting documents in accordance with the legislation in force in the country where they are established. Where economic entities are not required to prepare balance sheets, they shall submit the E3 form for the previous three (3) fiscal years (2020, 2021, 2022).

If the legal deadline for publishing the financial statements for the fiscal year 2022 has not passed, economic operators may provide a statutory declaration under Law 1599/1986 on the specific annual turnover for the fiscal year 2022.

Where a tenderer has been active or has been engaging in business activity for a time period that is shorter than the last financial years, it must submit information for those financial years for which it carries out that activity.

B.4. As evidence of technical expertise of paragraph 2.2.6, the economic operators shall produce:

For cases A and B:

A list of contracts that meet the specific requirements, which will mention the following details:

S/N	ORGANIZATION NAME (Prospective Contractor)	TITLE OF CONTRACT	CUSTOMER	BRIEF DESCRIPTION OF CONTRACT SUBJECT	CONTRACT TERM (from - until)	TOTAL CONTRACT VALUE	SUPPORTING DOCUMENTATION (type & Date)

For case A: documents demonstrating their activity in the provision of advisory services to electricity market regulators and/or government energy services in relation to wholesale electricity market design issues, with contracts for differences and/or the operation of Power Assurance Markets in EU countries or other countries worldwide, including but not limited to relevant contracts, entrustment acts, other administrative acts, and any other appropriate documentation.

For Case B: Proper Performance certificates and/or final acceptance protocols for contracts that cover the relevant criterion.

For case C: CVs of the Project Manager and the Project Team Members, that cover the requirements C of para. 2.2.6. On request, the Project Manager's and project team's study degrees should be made available to the contracting authority.

B.5. Not required.

B.6. To demonstrate legal representation where the economic operator is a legal person and is registered obligatory or optionally, under the applicable legislation, and must declare its representation and any

relevant changes to a competent authority (e.g. General Commercial Registry), it shall produce a relevant certificate of valid representation issued up to thirty (30) days before its submission, unless this has a certain period of validity.

In particular, the following must be presented for domestic economic operators:

(i) To demonstrate legal representation where the economic operator is a legal person and is obligated by the applicable legislation to declare its representation and any relevant changes to General Commercial Registry, it shall produce a relevant certificate of valid representation issued up to thirty (30) days before its submission.

ii) **To demonstrate lawful incorporation and any changes** to the legal representative, a General Certificate of Modifications of the General Commercial Registry, provided that it was issued up to three (3) months before its submission.

In all other cases, the appropriate documents constituting or evidencing incorporation and legal representation (such as Articles of Association, certificates of changes, relevant copies of the Government Gazette, decisions of constitution of its organs into a body, etc., depending on the legal form of the economic operator), accompanied by a solemn declaration of the legal representative stating that such documents are still valid at the time of their submission.

In the event that powers have been granted to a person in addition to those mentioned in the above documents for the performance of the present delegation procedure, an additional decision shall be submitted - a minutes of the competent statutory administrative body of the legal person by which the relevant powers were granted. In respect of natural persons, where powers have been granted to third parties, an authorisation shall be provided by the economic operator.

Foreign economic operators shall produce the supporting documents provided for by the legislation of their country of establishment. In the absence of such provisions, they shall produce a solemn declaration which shall prove the above information on the lawful incorporation, changes and representation of the economic operator.

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

The foregoing documents must show the lawful incorporation of the economic operator, all amendments to the Articles of Association, the person(s) authorised to bind the company under the law on the date of the tender (legal representative, right to sign, etc.), any third parties to which powers to representation have been assigned, as well as the term of office of the management body/legal representative and/or the members thereof.

B.7. Economic operators enrolled in official lists, according to the applicable national provisions at each time, or have obtained a certificate from certification bodies complying with the European certification standards, within the meaning of Annex A Appendix VII, Law 4412/2016, may submit to the contracting authorities a certificate of enrolment issued by the competent authority or a certificate issued by the competent certification body.

Reference shall be made in these certificates in the supporting documents used as a basis for the enrolment of the economic operators concerned in the official list or for the certification and classification in the list.

The certified enrolment in the official lists by the competent bodies or the certificate issued by the certification body constitutes evidence of suitability in respect of the qualitative selection requirements covered by the official list or the certificate.

Economic operators registered in official registers shall be exempt from the obligation to submit the supporting documents referred to in their registration certificate. Specifically with regard to the payment of social security contributions and taxes and fees, in addition to the certificate of entry in the official list and certificates, as defined above in case B.1, subind. i, ii. and iii. of case b.

B.8. The groups of economic operators submitting a joint tender, shall submit the foregoing supporting documents, where applicable, for each economic operator that participates in the group, in accordance with the specific provisions of Article 19 par. 2 of Law 4412/2016.

B.9. Where an economic operator wishes to rely on the capacities of other entities, as referred to in paragraph 2.2.8, it must prove to the Contracting Entity that it will have at its disposal the resources necessary by producing a written commitment by those entities to that effect. In particular, a document (agreement or in the case of a legal person decision of the competent administrative body or in the case of a natural person, a solemn declaration) shall be submitted, pursuant to which both, the competing economic operator and the third party approve the cooperation between them for the provision of the financial and/or technical and/or professional capacity of the entity to the tenderer on a case-by-case basis, so that it is at the disposal of the tenderer for the performance of the Contract. The relevant reference must be detailed and should refer as a minimum to the specific resources available for the execution of the contract and the way in which these will be used for the execution of the contract. The third party will explicitly undertake to allocate these resources to the tenderer during the duration of the contract and the tenderer to make use of them in the event that it is awarded the contract.

Where the third party has financial standing, he shall also state that he becomes jointly with the tenderer responsible for the contract performance.

Where the third party has technical or professional competence, which relate to the degrees and professional qualifications set out in Appendix A, Annex XII, Part II, point (f) of Law 4412/2016 or to the relevant professional experience, he shall undertake to perform the tasks or services for which those competences are required, by stating the part of the Agreement to be executed.

B.10. Where the economic operator declares in his tender that he will make use of subcontractors on whose capacities it does not rely, a solemn declaration by the tenderer shall be submitted, indicating the part of the contract which he intends to subcontract to third parties and a solemn declaration by the subcontractors that they accept the execution of the works.

B.11. It is noted that the following shall be admissible:

- **affidavits which refer to the present Notice, provided they have been drawn up not earlier than three (3) months prior to their submission;**
- **solemn declarations, provided they have been drawn up after the notification of the invitation to submit supporting documents. Please note that no verification of the authenticity of signature shall be required.**

2.3 Award Criteria

2.3.1 Award Criterion

A criterion for the award of the Contract is the most economically advantageous bid, based on the price.

2.4 Drafting - Content of the Bids

2.4.1 General bid submission terms

Tenders for all services described must be submitted in accordance with the requirements outlined in Annex I to the Tender notice.

No alternative bids are allowed.

Joint ventures of economic operators shall submit a joint bid, which must be digitally signed either by all the economic operators in the joint venture, or by a duly authorised representative thereof. The bid must necessarily specify the extent and type of participation (including the allocation of the fee between them) of each member of the association, as well as the representative/coordinator thereof.

Economic operators may withdraw their tender before the final date for the submission of a tender, without requiring approval by the determining body of the contracting authority, by submitting a written notice to the contracting authority through the "Communication" functionality of NEPPS.

2.4.2 Time and manner of bid submission

2.4.2.1. The bids are submitted by the interested parties electronically, through the web portal of the NEPPS, until the closing date and time set out by this Invitation to tender, in Greek, in an electronic file, in accordance with the provisions of Law 4412/2016, in particular Articles 36 and 37, and the delegated Joint Ministerial Decision adopted on the basis of Article 36(5) of Law 4412/2016, namely the JMD 64233/08.06.2021 (Government Gazette Series II, No 2453/ 09.06.2021) of the Ministers of Development and Investments and Digital Governance on "Regulation of technical issues concerning the award of Public Procurement of Supplies and Services using the individual tools and procedures of the National Electronic Public Procurement System (NEPPS)", hereinafter "JMD NEPPS Supplies and Services".

To participate in the tender, the interested economic operators need to hold an advanced electronic signature supported by a recognized (approved) certificate at least, which was granted by a certification service provider, who is included in the trusted list provided for in the decision 2009/767/EC, and according to the provisions of Regulation (EU) No 910/2014 and they need to be recorded on the NEPPS, pursuant to case (b) of para 2 of Article 37 of Law 4412/2016, and the provisions of Article 6 of the NEPPS J.M.D. Supplies and Services.

2.4.2.2. The time of submission of the bid through the NEPPS is automatically certified by the NEPPS with time-stamping services, in accordance with the provisions of Article 37 of Law 4412/2016 and the provisions of Article 10 of the above joint ministerial decision.

After the lapse of the closing date and time, no bid can be submitted to the NEPPS. In the event of a technical failure of the NEPPS, the contracting authority shall regulate the continuation of the tender by means of a reasoned decision thereof.

2.4.2.3. Economic operators shall submit in their tender the following in accordance with the provisions of Article 13 of the J.M.D. NEPPS Supplies and Services:

(a) one electronic (sub)folder marked "Participation Supporting Documents – Technical Bid", which shall include all supporting documents required in each case, and the technical bid, in accordance with the provisions of the applicable laws and this notice;

(b) one electronic (sub)folder marked 'Financial Bid', which shall include the financial bid of the economic operator and the total supporting documents required in each case.

The Economic Operator shall use the relevant functionality of NEPPS to indicate any confidential information contained in its bid, in accordance with the provisions of Article 21 of Law 4412/2016. Where an economic operator has classified certain information as confidential due to reasons of technical or commercial confidentiality, it shall explicitly state all relevant legal provisions or administrative acts that necessitate the confidentiality of such information.

Information relating to the unit prices, the quantities offered, the Financial Bid, and the Technical Bid data used for the assessment thereof shall not be characterized as confidential.

2.4.2.4. If the Economic Operators enter the data, metadata and attached electronic files, concerning the supporting documents of their participation-technical offer and financial offer in the respective special electronic forms of ESIDIS, then, through relevant functionality, they export reports (printouts) in the form of electronic files in PDF format, which constitute a summary of the registered data. The electronic files of these reports (printouts) are signed digitally, in accordance with the provisions provided for (case b of para. 2 of Article 37) and are attached by the Economic Operator to the respective subfolders. It should be noted that the export and attachment of the above-mentioned reports (printouts) may be carried out for each subfolder separately, once the entry of the data in it has been completed.

2.4.2.5. In particular, with regard to the attached electronic records of the tender, the Economic Operators shall record them in the above (sub)files through the Subsystem, as follows:

The documents entered in the electronic offer, which are not required to be produced in paper form, shall be accepted on a case-by-case basis, in accordance with the provisions of:

- a) either Articles 13, 14 and 28 of Law 4727/2020 (Government Gazette, Series I, No 184) on electronic public documents bearing an electronic signature or stamp, and, in the case of foreign public electronic documents, if they bear an e-Apostille
- b) or Articles 15 and 27 of Law 4727/2020 (Government Gazette, Series I, No 184) on electronic private documents bearing an electronic signature or stamp
- c) or Article 11 of Law 2690/1999 (Government Gazette, Series I, No 45),
- d) or Article 2 of Article 37 of Law 4412/2016, on the use of electronic signatures in electronic public procurement procedures,
- e) or Article 92(8) of Law 4412/2016, on the submission of a solemn declaration in the case of a standard photocopy of private documents.

In addition, Government Gazettes and information and technical brochures and other corporate or non-corporate forms, with a specific technical content, i.e. printed forms with purely technical characteristics, such as numbers, returns of international units, mathematical formulas and design, shall not be submitted in printed form.

In particular, the data and supporting documents for the participation of the Economic Operator in the process shall be recorded by the Economic Operator in the form of electronic files in PDF format.

By the date and time of the opening of the tenders, the details of its electronic offer, which are required to be submitted in original form, shall be submitted to the contracting authority, in printed form and in a closed envelope(s), in which the sender is written and the addressee of the Tender Committee of the present tender, shall be submitted to the contracting entity, in printed form and in a closed envelope. Such data and supporting documents are indicatively:

- a) the original participation guarantee letter, except where it is issued electronically, otherwise the offer is rejected as inadmissible;
- b) those which are not subject to the provisions of Article 11 2 of Law 2690/1999,
- c) private documents which have not been certified by a lawyer or do not carry a visa from the services and institutions referred to in case a of Article 11(2) of Law 2690/1999 or not accompanied by a solemn declaration of their accuracy, as well as
- (d) foreign public printed documents bearing the Hague stamp (Apostille), or a consular visa, which have not been certified by a lawyer.

In case of non-submission of one or more of the above data and supporting documents submitted in paper form, with the exception of the original participation guarantee, the contracting authority may request their completion and submission, in accordance with Article 102 of the Law 4412/2016.

The Hague Convention of 5.10.1961 shall apply to foreign public documents and supporting documentation, as it has been ratified by law 1497/1984 (Series I No. 188), provided they are drawn up in states which have acceded to the above Treaty, otherwise they shall bear a consular validation. Foreign public documents are exempt from the requirement of validation (by Apostille or Consular validation) when they are covered by bilateral or multilateral agreements which have been concluded by Greece (indicatively "Legal cooperation agreement between Greece and Cyprus - 05.03.1984" (Ratification Law 1548/1985, "Convention on exemption from the validation of certain deeds and documents - 15.09.1977" (ratification Law 4231/2014)). Public documents issued by the authorities of member state which subject to Regulation EU 2016/1191 on simplifying requirements for the submission of certain EU public documents, are also exempted from the requirement of validation or similar wording, such as, indicatively, the clean criminal record, under the condition that the public documents relating to this fact are issued to a Union citizen by the authorities of the Member State of his nationality.

It is noted that legible photocopies of documents issued by foreign authorities and authenticated by a lawyer must also be accepted, in accordance with the provisions of Article 11(2)(b) of Law 2690/1999 "Code of Administrative Procedure", as replaced as per the foregoing by Article 1(2) of Law 4250/2014.

The original guarantees of participation, with the exception of the guarantees issued electronically, shall be presented, under the responsibility of the economic operator, in a closed envelope, in which the sender, the details of this tender procedure are indicated and the Addressee of the Tender Committee, no later than the date and time of the opening of the tenders specified in para. 3.1 hereof, otherwise the tender shall be rejected as inadmissible, following the opinion of the Tender Committee.

The guarantees of participation shall be produced either by depositing that file with the protocol department of the contracting authority or by sending it by post on receipt. The burden of proof of timely production lies with the economic operator. The adherence to the time limit shall be proven by invoking the file number or by presenting the relevant proof of dispatch, as the case may be.

In the event that it is chosen to send the envelope of the participation guarantee by post, the economic operator shall, if it does not have a number for the timely introduction of it file into the contracting authority's register, at the latest by the date and time of the opening of the tenders, through the functionality "Communication", post the relevant proof of presentation (proof of deposit in mail and courier services), in order to inform the contracting authority of compliance with its obligation regarding the (timely) presentation of the guarantee of his participation in this competition.

2.4.3 Contents of the 'Bidding Documentation - Technical Bid' Folder

2.4.3.1 Participation Supporting Documents

The information and supporting documents for the participation of tenderers in the tendering procedure include at penalty of exclusion the following details under a and b: (a) the European Single Procurement Document (ESPD), as provided for in Article 79(1) and (3) of Law 4412/2016 and the accompanying solemn declaration by which the economic operator may specify the information provided with the ESPD in accordance with para. 9 of the same Article, b) the participation guarantee, as provided for in Article 9 of Law 72 and in paragraphs 4412/2016 and 2.1.5 and 2.2.2 of this Notice respectively.

Tenderers shall complete the relevant model ESPD, which is an integral part of this notice as an Annex thereto.

Its completion may be carried out using the Promitheus ESPDint subsystem, accessible via the Portal (www.promitheus.gov.gr) of the NEPPS IIS, or other relevant compatible platform for the management of ESPD electronics services. Economic operators may, for this purpose, make use of the corresponding electronic file in XML format which is an ancillary element of the procurement documents.

The solemn declaration completed by the ESPD Economic Operator, as well as any accompanying declaration thereof, shall be submitted in accordance with point (d) of paragraph 2.4.2.5 hereof, in a digitally signed electronic file in PDF format.

2.4.3.2 Technical Bid

The technical bid must cover all the requirements and the specifications established by the contracting authority in the chapter **ANNEX A** of the Tender Notice, describing exactly how those requirements and specifications are met. It mainly includes the documents and supporting documents, on the basis of which the suitability of the services offered will be assessed, based on the award criterion, in accordance with what is detailed in the foregoing Annex.

Economic operators must attach electronically signed additional electronic files to the reports (printouts) mentioned in paragraph 2.4.2.4, as well as relevant electronic files for their technical offer and the compliance tables under Annex IV.

Economic operators shall specify the part of the contract they intend to assign to third parties in the form of a subcontract, as well as the subcontractors they propose.

The Technical bid must, in no case whatsoever, contain financial information.

2.4.4 Contents of the 'Financial Bid' Folder / Method of preparation and submission of financial bids

The Financial Bid is drawn up based on the award criterion indicated herein.

The price shall include any deductions in favour of third parties, as well as any other charge, in accordance with the applicable laws, excluding VAT, for the supply of services at the place and in the manner provided for in the contract documents.

Deductions in favour of third parties are subject to the applicable corresponding 3% stamp duty, and the 20% contribution thereon in favour of the Agricultural Insurance Organisation (OGA).

The prices offered shall be fixed throughout the duration of the contract and shall not be adjusted

Bids in which: (a) the price is not stated in Euro or is expressed using an exchange rate of the Euro to a foreign currency; (b) the price offered is not stated explicitly without prejudice to Article 102 of Law 4412/2016; and c) the price exceeds the contract budget established and documented by the contracting authority will be rejected on the ground of being inadmissible.

2.4.5 Validity term of bids

Tenders submitted are valid and binding on economic operators for a period of **6 months** from the day following the date of the tender procedure, i.e. the day following the deadline for tender submission.

Bids whose validity term is lower than the period provided for above shall be rejected.

The validity of the bid may be extended in writing, provided that this is requested by the contracting authority, before expiration thereof, with a corresponding extension of the participation letter of guarantee, in accordance with the provisions of Article 72 par. 1a of Law 4412/2016, and paragraph 2.2.2. hereof, by a maximum period equal to the initial term stipulated above. In the event of a request by the contracting authority for an extension of the validity of the tender, for the economic operators who have accepted the extension, before the expiry of their tenders, the tenders shall be valid and shall be binding on them for that additional period.

Following expiration of the above upper limit of the bid validity extension, the results of the award procedure shall be canceled, unless the contracting authority justifiably rules, as the case may be, that the continuation of the procedure serves the public interest, in which case the economic operators participating in the procedure may select either to extend their bid and participation letter of guarantee, if they are so requested before expiration of the above upper limit of extension of their bid, or not. In the latter case, the procedure shall continue with those who have extended their bids, while the other economic operators shall be excluded.

In the event that the validity period of the bids expires and no bid extension is requested, the contracting authority may, by reasoned decision, if the performance of the contract is in the public interest, request retrospectively from economic operators involved in the process to extend their offer.

2.4.6 Grounds for rejecting bids

On the basis of the results of the inspection and assessment of the bids, the contracting authority rejects, in each case, any bid:

(a) which deviates inviolable conditions on the preparation and submission of offers, or has not been submitted in due time, in the manner and with the contents specified herein, in particular in paragraphs 2.4.1 (General bid submission terms), 2.4.2. (Time and manner of bid submission), 2.4.3. (Contents of the 'Bidding Documentation - Technical Bid' Folder), 2.4.4. (Contents of the 'Financial Bid' Folder / Method of preparation and submission of financial bids), 2.4.5. (Tender Validity Period), 3.1. (Opening and evaluation of bids), 3.2 (Invitation for submission of provisional contractor documents) of this tender notice;

(b) which contains incomplete, incomplete, unclear or incorrect information or documentation, including the information contained in the ESPD, where this cannot be completed, corrected, clarified or clarified or, if

possible, has not been remedied by the tenderer within the predetermined time limit, in accordance with Article 102 of Law 4412/2016 and par. 3.1.2.1 of this tender notice,

c) for which the tenderer does not submit the explanations required, within the predetermined deadline, or in the case that the explanation is not acceptable by the contracting authority, in accordance with paragraph 3.1.2.1 of this Law and Articles 102 and 103 of Law 4412/2016,

d) which is an alternative bid;

(e) which is submitted by a tenderer that has submitted two or more bids. Pursuant to the provisions of paragraph 2.2.3.4, point (c) hereof (case c. of par. 4 of Article 73 of Law 4412/2016), this restriction applies both to associations of economic operators with common members and to economic operators that participate independently or as members of associations.

(f) which is conditional;

(g) which sets a condition of adjustment;

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

(i) if it is found to be abnormally low because it does not comply with the applicable obligations of Article 18(2) of Law 4412/2016;

(j) which differs from the terms and technical specifications of the contract;

(k) which has deficiencies as to the supporting documents requested by the documents of the present notice, provided that they are not remedied by the tenderer by submitting or completing them, within the predetermined deadline, in accordance with Articles 102 and 103 of Law 4412/2016,

(l) if from the supporting documents of Article 103 of Law 4412/2016, submitted by the provisional Contractor, it is not demonstrated that the grounds for exclusion of paragraph 2.2.3 hereof are not met or that one or more of the requirements of the qualitative selection criteria have been met, in accordance with paragraphs 2.2.4. et seq., on selection criteria,

(m) if during the verification of the above documents of Article 103 of Law 4412/2016, it is found that the data declared, in accordance with Article 79 of law. 4412/2016, is intentionally fraudulent, or that false evidence has been submitted.

3. TENDER PROCEDURE - EVALUATION OF BIDS

3.1 Opening and Evaluation of bids

3.1.1 Electronic opening of bids

The competent body of the Contracting Authority, namely the tender committee/evaluation committee, **hereinafter Tender Committee**, for opening the bids, certified at the NEPPS, initiates the procedure of electronic opening of the bid folders, in accordance with Article 100 of Law 4412/2016, following the stages below:

- Electronic Unsealing of the (sub)envelope "Supporting Documents - Technical Offer" and the (sub)envelope "Financial Offer", **Friday 31/03/2023 at 12:00**.

At this stage, the details of the tenders opened are accessible only to the members of the Tender Committee and the Contracting Authority.

At each stage, the details of the tenders opened are in principle accessible only to the members of the Tender Committee and the Contracting Authority.

3.1.2 Evaluation of bids

3.1.2.1 Following the electronic opening of the bids, as the case may be, the Contracting Authority evaluates them through its competent bodies certified in the NEPPS, in compliance with the applicable provisions for the remaining part.

The contracting authority may, in compliance with the principles of equal treatment and transparency, request economic operators, where the information or documentation to be submitted appears to be incomplete or incorrect, including those in the ESPD, or where specific documents are missing, to submit, supplement, clarify or complete the relevant information or documentation within a period of not less than ten (10) days and not more than twenty (20) days from the date of notification to them of the relevant call. Completion or clarification shall be requested and admissible provided that the economic operator's tender is not modified and that it relates to information or data the earlier nature of which is objectively verifiable in relation to the end of the time limit for the receipt of tenders. The above shall apply mutatis mutandis to any missing statements, provided that they attest to objectively verifiable facts.

In particular:

a) The Tender Committee initially examines the presentation of the participation guarantee, in accordance with Article 72(1). In case of failure to present either the guarantee of participation of electronic issuance, until the deadline for the submission of tenders, or the original of the printed participation guarantee, until the date and time of opening, the Tender Committee draws up a report in which it recommends the rejection of the offer as inadmissible.

The contracting authority then adopts a decision confirming the above minutes. The decision to reject the tender referred to in this subparagraph shall be issued before the issuance of any other decision on the evaluation of the tenders of the relevant contract award procedure and shall be notified to all tenderers, through the functionality of the "Communication" of the electronic tender in NEPPS.

An appeal for a preliminary ruling may be lodged against that decision, in accordance with the provisions of paragraph 3.4 hereof.

At the same time, the contracting authority shall communicate with the entities that appear to have issued the letters of guarantee in order to establish their validity.

b) After the issue of the aforementioned decision, the Tender Committee proceeds initially to the verification of the participation documents and then to the evaluation of the technical offers of the tenderers, whose participation documents it considered complete. The evaluation shall be carried out in accordance with the terms hereof, and the evaluation procedure shall be completed by recording the results of the examination and evaluation of the supporting documents and technical offers in the tenderers' minutes.

c) The Tender Committee then evaluates the financial offers of tenderers whose supporting documents and technical offers were deemed acceptable, creates a record in which the financial offers are listed in order of

ranking, and recommends, in a reasoned manner, their acceptance or rejection, the ranking of the offers and the appointment of the provisional contractor.

If the bids appear to be unusually low in relation to the object of the contract, the contracting authority through the "Communication" functionality of the NEPPS electronic tender notice, shall request from the economic operators to justify the price or the cost they propose in their bid, within an exclusive maximum deadline of twenty (20) days from the notification of the relevant invitation. In this case, Articles 88 and 89 of Law 4412/2016 shall apply. If the information provided does not satisfactorily explain the low level of price or cost proposed, the tender shall be rejected as abnormal.

In the event of equivalent bids, the contracting authority shall select the contractor by drawing lots between the economic operators who have submitted the equivalent bids. The ballot is performed before the Tender Committee, in the presence of the economic operators that submitted the equivalent bids.

Then, if the contracting authority's decision-making body approves the above minutes, a decision is issued on the results of all the above stages ("Supporting documents", "Technical Offer" and "Financial Offer") and the contracting authority invites the first ranked successful tenderer to whom the award is to be made (the "Provisional Contractor") in writing, via the "Communication" functionality of the electronic tender on the NEPPS to submit the supporting documents for the award, in accordance with Article 103 and paragraph 3.2 hereof on the invitation to submit supporting documents. The decision to approve the minutes is not communicated to the tenderers and is incorporated into the award decision.

3.2 Invitation to the provisional contractor to submit supporting documents - Provisional contractor supporting documents

After the evaluation of the tenders, the contracting authority sends a relevant electronic invitation to the tenderer, to whom the award is to be made ("provisional contractor"), through the functionality of the "Communication" of the electronic tender to NEPPS, and invites him to submit within ten (10) days from the notification of the relevant written notice to him, the documentary documents of legalization and the originals or copies of all the supporting documents described. in paragraph 2.2.9.2. of this notice, as evidence of the non-fulfilment of the grounds for exclusion of paragraph 2.2.3 of the declaration, as well as of the fulfilment of the qualitative selection criteria of paragraphs 2.2.4 - 2.2.8 thereof.

In particular, all the data and supporting documents referred to in the above paragraph shall be sent by them in the form of electronic files in PDF format, in accordance with the specific provisions of paragraph 2.4.2.5 hereof.

Within the deadline for the submission of the award documents and at the latest by the third working day from the deadline for the electronic submission of the award documents, they are submitted, under the responsibility of the economic operator, to the contracting authority, in printed form and in a closed envelope, which states the sender, the details of the Tender and the Tender Committee, as the addressee, the particulars and supporting documents required to be presented in paper form (as originals or exact copies), in accordance with the provisions of paragraph 2.4.2.5. above.

If the above supporting documents are not submitted or there are deficiencies in those submitted, the contracting authority shall invite the provisional contractor to submit the missing supporting documents or to supplement the documents already submitted or to provide clarifications within the meaning of Article 102 of Law 4412/2016, within ten (10) days from the notification of the relevant invitation to it.

The provisional contractor may submit a request, through the functionality of the "Communication" of the electronic tender to ESIDIS, to the contracting authority, for an extension of the above deadline, accompanied by documentary evidence of an application for the granting of supporting documents of a provisional contractor. In this event, the contracting authority shall extend the deadline for the submission thereof for any period required for their granting by the competent public authorities. The provisional contractor may utilize this possibility both within the initial deadline for the submission of supporting documents as well as within the time limit for the submission of missing or the completion of already submitted supporting documents, within the meaning of Article 102 of Law 4412/2016, as laid down above. This arrangement shall also apply mutatis mutandis where the contracting authority requests the submission of the supporting

documents during the examination of the tenders or the participation applications and before the award stage, in implementation of provision of the first subparagraph of paragraph 5 of Article 79 of Law 4412/2016, without prejudice to the principles of equal treatment and transparency.

The provisional contractor's bid shall be rejected and its participation guarantee shall be forfeited for the benefit of the contracting authority, and the contract shall be awarded to the tenderer that submitted the next most economically advantageous tender, in compliance with the above procedure, if:

(i) the check of the aforementioned supporting documents finds that the information stated in the European Single Procurement Document is intentionally deceitful, or counterfeit evidence has been submitted, or

ii) the required originals or copies of the above supporting documents are not submitted in the predetermined time limit, or

(iii) the supporting documents lawfully and within the time limit shall not prove that the grounds for exclusion in accordance with paragraph 2.2.3 (grounds for exclusion) have not been fulfilled or that one or more of the requirements of the qualitative selection criteria have been met in accordance with paragraphs 2.2.4 to 2.2.8 (qualitative selection criteria) hereof,

In the case of prompt and proper notification of the contracting authority about changes in the requirements fulfilled by the temporary contractor, as it had stated in the European Single Procurement Document (ESPD), which changes occurred or of which changes it became aware after the statement and until the date of concluding the Agreement (belated changes), its participation guarantee shall not be forfeited for the benefit of the Contracting Authority.

If none of the tenderers submits a true or accurate statement, **nor** produces one or more of the required documents and supporting documents, **nor** proves that: a) it is not in one of the situations referred to in paragraph 2.2.3 of this tender notice and b) it meets the relevant qualitative selection criteria that have been set out pursuant to paragraphs 2.2.4 -2.2.8 of this notice, the procedure shall be cancelled.

The Tender Committee shall conclude the audit of the aforementioned supporting documents drawing up minutes, which shall specify any documents that need to be completed according to the specifications set out above (paragraph 3.1.2.1.) and shall forward it to the decision-making body of the contracting authority, which shall decide whether to award the contract, or cancel the procedure.

3.3 Award - signing of the contract

3.3.1. The award decision, which incorporates the decision approving the minutes of paragraphs a and b of Article 100(2) of Law 4412/2016 (on the evaluation of the supporting documents for participation, the technical and financial offer) confirms the results of the examination of the above award documents and the Commission's recommendation.

The contracting authority shall notify, through the functionality of the 'Communication', all economic operators who have taken part in the award procedure, except for those who have been definitively excluded, under para. 1 of Article 72 of Law 4412/2016, the award decision, which must state the deadlines for the suspension of the conclusion of a contract, in accordance with Articles 360 to 372 of Law 4412/2016, along with a copy of all the minutes of the procedure for the examination and evaluation of tenders, and it shall also post the temporary contractor's supporting documents in the "Attachments to the Electronic Tender".

Following the adoption and notification of the award decision, the tenderers take note of the other participants in the procedure, as well as the information submitted by them, through actions taken by the contracting authority. The award decision may be subject to a preliminary ruling before the Interlocutory Appeal Examination Authority, in accordance with paragraph 3.4 hereof. No other administrative appeal may be lodged against the above decision.

3.3.2. The award decision shall become final if the following cumulative conditions are met:

(a) the award decision is notified to all economic operators which have not been definitively excluded;

(b) the time limit for filing an interlocutory appeal has expired, or if such appeal has been filed, the time limit for filing an application for suspension of the Interlocutory Appeal Examination Authority decision has

expired, or if an application for suspension of the IAEA decision has been filed, a decision on such application has been issued, without prejudice to the possibility to issue an interim injunction in accordance with the provisions of the last indent of <http://www.eaadhsy.gr/n4412/n4412fulltextlinks.html> - art372_4 Article 372(4) of Law 4412/2016,

(c) the temporary contractor shall submit, in the event that it is required and following a relevant invitation, a solemn declaration, signed in accordance with Article 79A of Law 4412/2016, which states that no changes have occurred in his person within the meaning of Article 104 of Law 4412/2016 and only in the case of a preliminary appeal against the award decision. The solemn declaration is checked by the contracting authority and is mentioned in the contract. If immediate changes are declared, the declaration is checked by the Tender Committee, which makes a recommendation to the competent decision-making body.

After the finalization of the award decision, the contracting entity invites the contractor, through the functionality of the "Communication", to appear for the signing of the contract, setting a deadline of fifteen (15) days from the notification of the relevant special invitation. The contract shall be deemed to have been concluded upon notification of the invitation referred to in the preceding subparagraph to the successful tenderer.

In the event that the contractor does not appear in order to sign the above agreement within the deadline set, without prejudice to objective reasons of force majeure, it shall be declared forfeited, its participation letter of guarantee will be forfeited in favour of the contracting authority, and the same procedure, will be followed for the tenderer that submitted the next most economically advantageous bid. If none of the tenderers appears sign the contract, the award procedure shall be cancelled in accordance with paragraph 3.5 of this notice. In such a case, the contracting authority may seek compensation in addition to the forfeited letter of guarantee, in particular under Articles 197 and 198 CC.

If the contracting authority does not issue the special invitation to sign the contract within a period of sixty (60) days from the finalization of the award decision, without prejudice to the existence of an overriding reason relating to the public interest or objective reasons of force majeure, the contractor shall be entitled to refrain from signing the contract, without forfeiting his participation guarantee, as well as to seek compensation in particular under Articles 197 and 198 of the Civil Code.

3.4 Interlocutory appeals - Provisional and Final judicial protection

A. Any interested party who has or has had an interest in being awarded the public contract in question and who has suffered or is likely to be damaged by an enforceable act or omission of the contracting authority in breach of European Union or domestic law in the field of public procurement shall have the right to refer the matter to the independent Interlocutory Appeal Examination Authority (IAEA), in accordance with the specific provisions of Articles 345 et seq. of Law 4412/2016 and 1 et seq. Pd. 39/2017, turning by means of a preliminary ruling against an act or omission of the contracting authority, specifying specifically the legal and factual objections justifying his petition.

In case of an appeal against any act of the Contracting Authority, the deadline for lodging an interlocutory appeal shall be:

(a) ten (10) days from the notification of the contested act to the economic operator concerned if the act was notified by electronic means or by fax; or

(b) fifteen (15) days from the notification of the contested act to the economic operator concerned if the act was notified by other means of communication; or

(c) ten (10) days from full, actual or presumed knowledge of the act that prejudices the interests of the financial entity concerned; In the case of appeals against the tender notice, in particular, full knowledge shall be presumed after fifteen (15) days from the date of publication in the Central Electronic Public Contract Register (CEPCR).

In case of omission attributable to the contracting authority, the time limit for filing a preliminary appeal will be fifteen (15) days from the day following the execution of the contested omission.

The time limits for the submission of pre-trial appeals and interventions begin on the day following the day of the abovementioned notification or knowledge, as the case may be, and shall end when the entire last day at 23:59:59 has passed and, if this is exceptional or Saturday, when the entire following working day has passed at 23:59:59.

The preliminary appeal must be drawn up using the standard form of Annex I of PD 39/2017 and is filed electronically through the "Communication" functionality in the electronic sector of the specific competition, by selecting the indication "Preliminary Appeal" in accordance with Article 18 of the J.M.D. Supplies and Services.

For the admissibility of the preliminary appeal, a fee shall be lodged by the applicant in favour of the Greek State, in accordance with the provisions of Article 363 of Law 4412/2016. The refund of the fee to the applicant is made: a) in case of total or partial acceptance of his appeal, b) when the contracting authority revokes the contested act or takes the action due before the issuance of the decision of the Interlocutory Appeal Examination Authority on the appeal, c) in case of resignation of the applicant from his appeal up to ten (10) days from the filing of the appeal.

The deadline for lodging the interlocutory appeal and the lodging thereof shall prevent the conclusion of the contract on penalty of nullity, which shall be established by a decision of the Interlocutory Appeal Examination Authority following an interlocutory petition, in accordance with Article 368 of Law 4412/2016 and Article 20 of Presidential Decree 39/2017. However, the mere exercise of the preliminary appeal does not prevent the progress of the tendering procedure, subject to the granting of temporary protection in accordance with Article 366 par. 1-2 of Law 4412/2016 and 15 par. 1-4 of P.D. 39/2017.

The preceding paragraph shall not apply where, during the procurement procedure of this contract, only one (1) bid is submitted.

Following the electronic filing of the preliminary appeal, the contracting authority, through the function "Communication":

(a) Shall notify the appeal at the latest by the working day following its lodging to any interested third party, who may be affected by the acceptance of the appeal, in order to bring the action provided for in Articles 362 para. 3 and Article 7 of Presidential Decree 39/2017, its right to intervene in the procedure for examining the action, in order to maintain the validity of the contested measure, by producing all the relevant documents at its disposal.

b) Transmits to the Interlocutory Appeal Examination Authority, no later than fifteen (15) days from the date of filing, the complete file of the case, the receipts of notification to the interested third parties and the Report of its Views on the appeal. In the Statement of Views, the contracting authority may give an initial or additional statement of reasons in support of the measure contested in the preliminary appeal against an act.

c) Communicates to all parties the Report of Views, the Interventions and the relevant documents that may accompany it, through the electronic site of the competition no later than the next working day from their submission.

d) Additional memoranda shall be submitted by either party through the platform of NEPPS at the latest within five (5) days from the notification of the views of the contracting authority.

Lodging an interlocutory appeal shall constitute a condition for exercising the judicial remedies of the request of a suspension order and of the application for annulment of Article 372 of Law 4412/2016 against enforceable acts or omissions of the Contracting Authority.

B. Anyone who has an interest in bringing proceedings may apply, mutatis mutandis to the provisions of the PD 18/1989, 18/1989, the suspension of the Interlocutory Appeal Examination Authority decision and its annulment before the competent administrative court, which will issue an irrevocable decision. The Contracting Entity also has the right to exercise the same judicial remedies if the AEPP accepts the interlocutory appeal. All acts or omissions of the Contracting Entity related to the said decision shall be considered to be contested together with the decision of the Interlocutory Appeal Examination Authority by means of the judicial remedies of the suspension and the application for annulment, provided that they have

been issued or conducted, respectively, until the hearing of the request for suspension or the first hearing of the application for annulment.

The filing of a request for a suspension order shall not be dependent on the prior filing of an application for annulment. The request for suspension shall be filed with the court of cassation within ten (10) days of notification or full knowledge of the decision on the interlocutory appeal and shall be heard no later than thirty (30) days from the filing thereof. Its filing shall prevent the conclusion of the contract, unless the competent judge rules otherwise with an interim order. A fee of the Public Financial Services in duplicate shall be paid exclusively for the exercise of the application for suspension, in accordance with the specific provisions of Article 372 par. 4(c)-(g) of Law 4412/2016. By filing the suspension application, the time limit to lodge an application for cancellation is interrupted and commences upon serving the relevant decision. The party who succeeded in suspending the execution of the contested act in its favor must, within ten (10) days from service of this decision, bring the application for cancellation, otherwise the validity of the suspension will be automatically revoked.

C. Disputes with regard to the specific tender procedure that arise: a) from acts of the contracting authority that are notified to the affected party, or of which the latter has full knowledge, after 1.9.2021, b) from omissions committed by the contracting authority after 1.9.2021, are heard and determined under the new special procedural provisions of Article 372 of Law 4412/2016, as replaced by Article 138 of Law 4782/2021, according to which:

The same pleading can be used to file a procedural application for the suspension of enforcement and annulment of the Interlocutory Appeal Examination Authority's decisions.

The time limit for the exercise and exercise of the application before the competent court prevents, pursuant to law, the conclusion of the contract until the final court decision has been issued, unless by interim order this court decides otherwise. Also, the time limit for the exercise and the exercise of the application prevent the progress of the award procedure for a period of fifteen (15) days from the exercise of the application, unless this court decides otherwise by the provisional order.

3.5 Cancellation of the Procedure

The Contracting Entity cancels or may cancel the award procedure in whole or in part, by reasoned decision, for the grounds and under the terms set out in Article 106 of Law 4412/2016, following the opinion of the competent Tender Committee. In addition, should errors or omissions be identified at any stage of the contract award procedure, the contracting authority, following an opinion from the above Committee, may cancel the procedure partially, or re-assess the results of the tender, or decide to repeat the procedure from the point where the error or omission occurred.

In particular, the contracting authority shall cancel the procurement procedure when it is inconclusive, either due to the absence of a tender or the rejection of all tenders, and in the case of the second subparagraph of Article 105(7) on contract award and conclusion

It may also frustrate the procedure: a) due to irregular conduct of the award procedure, unless it can remedy the error or omission in accordance with para. 3 of Article 106, (b) if the economic and technical parameters relating to the award procedure have changed substantially and the performance of the contract object is no longer of interest to the contracting authority or the entity for which the subject-matter to be awarded is intended, c) if, due to force majeure, the performance of the contract cannot be properly performed, (d) if the tender selected is considered to be economically unprofitable; (e) in the case of paras. 3 and 4 of Article 97 for other overriding reasons relating to the public interest, such as, in particular, public health or environmental protection.

4. CONDITIONS FOR THE IMPLEMENTATION OF THE CONTRACT

4.1 Performance guarantee

For the signing of the contract, the provision of a performance guarantee is required, in accordance with Article 72 par. (4) of Law No 4412/2016, the amount of which is equal to 4% of the estimated value of the contract and which is deposited until the signing of the contract. To be accepted, the performance guarantee must include at least the items mentioned in Article 72(12) of Law 4412/2016, other than that of paragraph h (see paragraph 2.1.5 of this Regulation), as well as the title and number of the relevant contract, if known. Its content is in compliance with the provisions of Article 72 of Law 4412/2016.

The performance letter of guarantee for the contract shall cover entirely and without exception the implementation of all the terms of the contract, as well as all claims raised by the contracting authority or the project owner against the contractor.

In the event of a modification of the contract in accordance with paragraph 4.5, which entails an increase in the contract value, the Contractor shall, until the signature of the amended contract, deposit an additional performance guarantee, the amount of which amounts to 4% of the amount of the increase in the value of the contract.

The performance guarantee shall be reimbursed in its entirety after the quantitative and qualitative acceptance of the entire subject matter of the contract.

Where the protocol of final and quantitative acceptance mentions remarks, or in case of a late delivery, the return of the good performance guarantee is made, according to the relevant provisions, after the remarks and the overdue delivery are dealt with. If the services are divisible and delivery is made in stages in accordance with the contract, the performance guarantee and advance payment shall be released in stages, in proportion to the value of the portion of the service finally received. Their gradual release requires a prior opinion of the competent college. Where the delivery protocol gives rise to any reservations or reports of untimely delivery, such gradual release shall take place after such reservations or delays are properly settled pursuant to the relevant provisions.

4.2 Contractual Framework - Applicable Legislation

During the performance of the contract, the provisions of Law 4412/2016, the terms of this tender notice, and in a supplementary manner the Civil Code shall apply.

4.3 Contract performance conditions

4.3.1 During the implementation of the contract, the contractor shall comply with its obligations in the fields of environmental, social security and labour law, established by Union law, national law, collective agreements or by the international environmental, social security and labour law provisions listed in Annex X of Appendix A.

Compliance with these obligations on the part of the contractor and its subcontractors shall be verified and certified by the bodies supervising the implementation of the contract and the competent public authorities and bodies acting within the limits of their responsibility and competence.

4.3.2. The contractor undertakes:

(a) at all stages preceding the contract it has not acted unfairly, unlawfully or abusively and will continue not to act in this way at the performance stage of the contract;

b) that it will declare without delay to the contracting authority, from the moment it becomes aware, any situation (even if any) of conflict of interest (personal, family, economic, political or other common interests, including conflicting professional interests) between its legal or authorized representatives as well as employees or associates whom it employs in the performance of the contract (e.g. by subcontracting contract) and members of the staff of the contracting entity; authority involved in any way in the contract performance

process and/or may influence the outcome and the decisions of the contracting authority on its execution, whenever and if the situation arises during the performance of the contract.

The obligations and prohibitions of this clause shall apply, if the contractor is an association, to all members of the association, as well as to the subcontractors it uses. The agreement includes a relevant binding statement of both the contractor and his subcontractors.

4.4 Subcontracting

4.4.1. The assignment of the execution of one or more parts of the contract to subcontractors shall not relieve the contractor of its contractual obligations and responsibilities. The subcontractors' compliance with the obligations set out in Article 18(2) of Law 4412/2016 shall not relieve the main contractor of its liability.

4.4.2. Upon signing the Contract, the Main Contractor is obliged to report to the Contracting Authority the name, contact details and legal representatives of its subcontractors, who participate in its execution, if known at that time. In addition, it is required to notify to the Contracting Authority of any change in such information during the Contract, and the information required on each new subcontractor which the main Contractor then uses in such Contract, by submitting the relevant agreements / cooperation statements. In the event that the Contractor discontinues cooperation with a subcontractor/s of the contract, it shall immediately notify the Contracting Authority of such discontinuation and shall ensure the smooth execution of the part/s of the contract either by itself or by a new subcontractor, which it will communicate to the Contracting authority in the above procedure.

4.4.3. The Contracting Authority will verify the occurrence of the grounds for rejection for the subcontractors, as such are described in paragraph 2.2.3 and with the supporting documentation of paragraph 2.2.9.2 hereunder, provided that the part(s) of the contract, which the contractor will assign to third parties as subcontracts, cumulatively exceed thirty percent (30%) of the total contract value. In addition, in order to ensure that the obligations set out in Article 18(2) of Law 4412/2016 are duly implemented, the Contracting Entity may proceed with the above verification even if the assigned part(s) of the contract fall short of the above percentage.

Where such verification reveals that there are grounds for exclusion, the Contracting Entity shall require that the subcontractor be replaced in accordance with the specific provisions of Article 131(5) and (6) of Law 4412/2016.

4.5 Amendment of the contract during its term

The contract may be amended during its term, there being no requirement for a new contract award procedure, pursuant to the terms and conditions set out in Article 132 of Law 4412/2016 and following the opinion of the contracting authority.

After the termination of the contract due to the discount of the contractor, in accordance with Article 203 of Law 4412/2016 and paragraph 5.2. hereof, as in case of termination for all grounds of paragraph 4.6, except that of par. (a) the contracting entity may invite the next, in order of ranking, economic operator(s) participating in this procedure for the award of the specific contract and propose to it to take over the unexecuted subject-matter of the contract, on the same terms and conditions and at a price not exceeding the unsuccessful tenderer's offer (substitution clause). The contract shall be concluded if, within the time limit laid down, the contracting authority has received its written and unconditional acceptance. Failure to comply with the deadline shall be deemed to be a rejection of the proposal. If the contracting authority does not accept the contract proposal, it invites the next candidate in the order of ranking, otherwise the same procedure is followed.

4.6 Right of unilateral termination of the contract

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

- a) the contract has been subject to substantial amendment, within the meaning of para. 4, Article 132, Law 4412/2016, which would call for a new contract award procedure
- (b) at the time the contract was awarded, the contractor was in one of the situations referred to in paragraph 2.2.3.1 and should therefore have been excluded from the contract award procedure;
- (c) the contract should not have been awarded to the contractor due to a serious infringement of its obligations under the Treaties and Directive 2014/24/EU that has been declared by the Court of Justice of the European Union in a procedure pursuant to Article 258 TFEU.
- d) the Contractor is irrevocably convicted during the execution of the contract of one of the offenses listed in par. 2.2.3.1 hereof,
- e) the contractor is bankrupt or is the subject of insolvency or winding-up proceedings, or his assets are being administered by a liquidator or by the court, or he is in an arrangement with creditors, or his business activities are suspended or has been subjected to rationalisation process and does not meet its terms or he is in any analogous situation arising from a similar procedure under national legal provisions. It is possible that the contracting authority does not terminate the contract, provided that contractor that it is in one of the states referred to in this case demonstrates that it is able to execute the contract, having regard to the applicable provisions and the measures for the continuation of its business operation.
- f) the contractor manifestly breaches its obligations arising from the integrity commitment of paragraph 4.3.2. hereof.

5. SPECIAL CONTRACT PERFORMANCE CONDITIONS

5.1 Method of payment

5.1.1. After final acceptance of the services provided, 100% of the contract value is due.

The payment of the contractual price will be carried out upon presentation of the legal documents and supporting evidence specified in the provisions of Article 200 (5) of Law 4412/2016 as well as any other supporting document as requested by the competent authorities conducting such control and payment.

5.1.2. The contractor shall be liable to pay any deductions in favour of third parties, as well as any other charges under the applicable legislation, excluding VAT, for the provision of the services at the place and in the manner specified in the contract documents. In particular, the Contractor shall be liable to pay the following withheld amounts:

a) 0.1% deduction, calculated on the value of each payment, before taxes and deductions pertaining to the original as well as any supplementary contract in favour of the Single Public Contracts Authority that may be imposed (Article 350 par. 3 of Law 4412/2016, as in force).

b) Deduction of 0.02% in favour of the development and maintenance of the NEPPS ISS, which is calculated on the value, excluding VAT, of the initial, as well as any supplementary contract. This amount is withheld in each payment by the contracting authority in the name and on behalf of the Ministry of Digital Governance, in accordance with Article 36(6) of Law 4412/2016.

Deductions in favour of third parties are subject to the applicable corresponding 3% stamp duty, and the 20% contribution thereon in favour of the Agricultural Insurance Organisation (OGA).

Each payment shall be subject to the prescribed withholding tax on net income under the applicable legislation.

5.2 Declaration of the economic operator in default - Sanctions

5.2.1. Subject to a force majeure event, the Contractor shall be declared to be in default under the Contract and any rights arising therefrom:

(a) in the case set out in par. 7 of Article 105 on the award and conclusion of a contract

(b) in the event that he/she fails to fulfil his obligations under the contract and/or does not comply with the relevant written instructions of the service, which are in accordance with the contract or the provisions in force, within the agreed time of performance of the contract;

(c) if it fails to perform the services, deliver the deliverables, or substitute them within the contractual time or the extended time frame, in accordance with the terms of Article 217 regarding the service contract's duration, subject to the following paragraph.

In the case of assistance due to the contractor's disqualification from a contract as referred to in the above case (c), the contracting authority shall notify the contractor of a special notice, which shall refer to the provisions of Article 203 of Law 4412/2016 and contains a specific description of the actions that the contractor must take in order to comply, within fifteen (15) days of the notification of the above notification of the above notification of the above notification. If the time limit set by the special notice lapses without the Contractor complying, he is declared forfeited within a deadline of thirty (30) time limit after the lapse without action of the time limit.

The contractor shall not be disqualified on grounds relating to the fault of the performing party or on grounds of force majeure.

The sanction of whole forfeiture of the performance guarantee shall be imposed on the contractor declared forfeited from the contract, by decision of the deciding body, following an opinion of the competent body, which necessarily summons the interested party to give explanations:

5.2.2. If due to the contractor's fault the services are provided after the expiry of the contractual term and prior to the expiry of any extension period granted, the contractor shall be subject to penalties pursuant to a reasoned decision of the contracting authority.

The penalty clauses shall be calculated as follows:

- a) for a delay limited to a period not exceeding 50% of the estimated total duration of the contract, or, in case of partial / interim deadlines of the respective deadline, a penalty clause of two point five percent (2.5%) without VAT shall be imposed on the contract value of services provided overdue;
- b) For a delay exceeding 50 %, a 5% penalty, excluding VAT, is imposed on the contractual value of the services provided after the deadline,

The penalty clauses for exceeding the partial delivery periods shall be independent of the fine 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 partial periods are provided within its total duration and its authorized extensions and provided that the whole of the contract has been fully performed.

The amount of the penalties is deducted/offset by/with the remuneration of the contractor.

The imposition of penalty clauses does not deprive the Contracting Authority of the right to declare the contractor in forfeited.

5.3 Administrative appeals during the procedure of implementation of the contracts

The contractor may file administrative appeals against the decisions that impose sanctions against it, pursuant to the terms of Articles 5.2 (Declaration of the economic operator forfeited - Sanctions), 6.2. (Term of the contract), 6.4. (Rejection of deliverables - replacement), as well as pursuant to the contractual terms, on grounds of legality and on materials grounds before the contracting entity within a preclusive period of thirty (30) days of receiving notice or full knowledge of the relevant decision. Timely recourse to appeal shall suspend the penalties imposed. The competent decision-making body shall rule on the appeal, following an opinion from the body provided for in the last subparagraph of Article 221(11)(d) of Law 4412/2016, within thirty (30) days from filing, otherwise it shall be considered as tacitly rejected. No other administrative appeal of any nature may be lodged against this decision. If no appeal is filed timely against the sanction-imposing decision or if such appeal is rejected by the competent deciding body, the decision shall be finalised. If an appeal is lodged is raised in time, the consequences of the decision shall be suspended until it is made final.

5.4 Judicial resolution of disputes

Any dispute between the contracting parties arising from the contracts concluded under this notice shall be resolved by lodging an appeal or bringing an action before the Administrative Court of Appeals of the Region where each contract is executed, as specified in Article 205A(1) to (6) of Law 4412/2016. Before the appeal is lodged with the Administrative Court of Appeal, the judicial procedure provided for in Article 205 of Law 4412/2016 and paragraph 5.3 hereof has to be complied with, otherwise the appeal is rejected as inadmissible. If the contractor is a consortium, the appeal shall be lodged either by itself or by all its members. There is no need to observe an appeal procedure if an action is brought by the person concerned, which does not include in its writ a request for annulment or amendment of an administrative act or omission.

6. TIME AND METHOD OF PERFORMANCE

6.1 Monitoring of the contract

6.1.1. The monitoring and management of the execution of the contract shall be performed by the Wholesales Division, on all matters concerning the proper execution of all contractual terms and conditions and the fulfilment of the contractor's obligations, as well as on any measures to be imposed in case of non-compliance with the aforementioned terms and conditions, and in particular on matters relating to modification of the subject matter and extension of the contract term, as provided for in Article 132 of Law 4412/2016.

6.2 Term of the contract

6.2.1. The Contract's term is set to four (4) months, commencing from the date of signing of the agreement.

6.2.2. The total duration of the contract may be extended up to 50% following a reasoned decision of the contracting authority issued at the request of the contractor before the expiry of the contractual term, in objectively justified cases that are not attributable to the contractor. If the total duration of the contract expires and the contractor has not submitted a request for extension in due time, or if the extended period as per the foregoing expires and the deliverables under the contract have not been duly submitted to the contracting authority, the contractor shall be declared in default. If due to the contractor's fault the services are provided after the expiry of the contractual term and prior to the expiry of the extension period granted, the contractor shall be subject to penalties according to Article 218 of Law 4412/2016, and Article 5.2.2 hereof.

6.3 Acceptance of the contract object

6.3.1 The acceptance of the services or deliverables is carried out by an acceptance committee established in accordance with par. Article 221 par. 3 and 11(d) of Law 4412/2016.

6.3.2 During the acceptance procedure, the required control shall be carried out as specified in the contract, and the contractor's representative may be invited to attend. Following completion of the procedure, the acceptance committee: a) either accepts the relevant services or deliverables, provided that the contract requirements are met without approval or decision of the awarding body, b) or recommends acceptance with comments or rejection of the services or deliverables provided, in accordance with paragraphs 3 and 4.

In the event that non-compliance with the specifications is discovered, the Committee's comments are forwarded in writing to the Contractor within twenty (20) days of the request's submission. By evaluating the range of the required changes, the Committee determines the period for taking the necessary corrective measures and the re-submission of the deliverable. The resubmission procedure can be repeated two (2) times.

6.3.3 If the acceptance committee deems that the services provided or the deliverables do not fully comply with the terms of the contract, a provisional acceptance document shall be drawn up, which shall mention the deviations from the terms of the contract found and provide an opinion as to whether such deviations affect the suitability of the services provided or deliverables and, consequently, if the latter can cover the related needs.

6.3.4 The following are outlined for the purposes of the preceding paragraph:

a) In case suitability is not found to be affected, the competent deciding body may approve, by virtue of a justified decision, the acceptance of the services provided or deliverables in question, at a discount on the contractual price, which must be *pro rata* to the deviations found. Following the adoption of the aforementioned decision, the acceptance committee is required to proceed with the final acceptance of the

services provided or contract deliverables and to draft a final acceptance protocol in accordance with the provisions of the decision.

(b) If it is established that suitability is compromised, the competent decision-making body shall, by reasoned decision, reject the services provided or the deliverables, without prejudice to Article 220.

6.3.5 If more than thirty (30) days have passed since the economic operator's submission of the deliverable and no acceptance protocol of paragraph 2 or protocol with comments of paragraph 3 has been issued, acceptance is deemed to have occurred ipso jure.

6.3.6 Regardless of the ipso jure acceptance and payment of the contractor, as above, the inspections provided for by the contract shall be carried out by a committee established by decision of the competent deciding body, in which the president and the members of the committee referred to in paragraph 6.3.1. The acceptance committee mentioned above is responsible for carrying out all of the contract's acceptance procedures and drafting the necessary protocols. The advance payment and performance letters of guarantee shall not be returned before conclusion of all the inspections provided for by the contract, and the drafting of the relevant certificates. Any action taken by the initial acceptance committee will not be considered.

6.4 Deliverables Rejection - Replacement

In case of definitive rejection of all or part of the provided services at a discount on the contractual value, it shall be possible, by decision of the contracting authority, to replace these services or/and deliverables with other, which are compliant with the terms of the contract, within a deadline set by that decision. If the replacement takes place after the expiration of the entire contract term, the deadline set for the replacement may not exceed 25% of the total contract term and the contractor shall be subject to penalty clauses due to late delivery, in accordance with Article 218 of Law 4412/2016 and paragraph 5.2.2 of this contract.

If the contractor does not replace the rejected services or/and deliverables that were rejected within the deadline set to it, and provided that the total duration has expired, the Contractor shall be declared in default and shall be subject to the penalties foreseen.

The Chairman of RAE

Deputy Prof. Athanasios Dagoumas

ANNEX I – Request of Proposals for consultancy support on: "EU Electricity Market Design assessment and review"

1. Requested services

1.1 Background Material

The EC, in its “toolbox” Communication of 13 October 2011, tasked the EU Agency for the Cooperation of Energy Regulators (ACER) with conducting an assessment of the benefits and drawbacks of the EU current wholesale electricity market design and with providing recommendations for its improvement by April 2022 and a preliminary assessment by mid November 2021.

ACER reached to the conclusion² that based on its analysis the current wholesale electricity market design ensures efficient and secure electricity supply under relatively ‘normal’ market conditions. As such, ACER’s assessment is that the current market design is worth keeping. In addition, some longer-term improvements, including making short-term electricity markets work better everywhere, driving the energy transition through efficient long-term markets, increasing the flexibility of the electricity system, protecting consumers against excessive volatility whilst addressing inevitable trade-offs, tackling non-market barriers and political stumbling blocks and preparing for future high energy prices in ‘peace time’ while being very prudent towards wholesale market intervention in ‘war time’, are likely to prove key in order for the framework to deliver on the EU’s ambitious decarbonisation trajectory over the next 10-15 years, and to do so at lower cost whilst ensuring security of supply.

13 measures for the consideration of policymakers, future-proofing the EU wholesale electricity market design

ACER
European Union Agency for the Cooperation of Energy Regulators

1. Speed up electricity market integration, implementing what is already agreed
2. Improve access to renewable Power Purchase Agreements (PPAs)
3. Improve the efficiency of renewable investment support schemes
4. Stimulate 'market making' to increase liquidity in long-term markets
5. Better integrate forward markets
6. Review (and potentially reduce, if warranted) collateral requirements
7. Preserve the wholesale price signal and remove barriers to demand resources providing flexibility
8. Shield those consumers that need protection the most from price volatility
9. Tackle avoidable supplier bankruptcies, getting the balance right
10. Tackle non-market barriers, ensuring generation and infrastructure is built at pace
11. Consider prudently the need for market interventions in situations of extreme duress; if pursued, consider tackling 'the root causes'
12. Consider public intervention to establish hedging instruments against future price shocks
13. Consider a 'temporary relief valve' for the future when wholesale prices rise unusually rapidly to high levels

Want to learn more?
Check out the full report on ACER's Final Assessment of the EU Wholesale Electricity Market Design.

www.acer.europa.eu [linkedin.com/company/eu-acer/](https://www.linkedin.com/company/eu-acer/) twitter.com/eu_acer

Figure 1- 13 measures proposed by ACER for the consideration of policy makers

¹ <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=COM%3A2021%3A660%3AFIN&qid=1634215984101>

² <https://www.acer.europa.eu/events-and-engagement/news/acer-submits-european-commission-its-preliminary-assessment-europes-high>

<https://www.acer.europa.eu/events-and-engagement/news/press-release-acer-publishes-its-final-assessment-eu-wholesale>

In parallel, the UK government, within the context of its commitment in the British Energy

Security Strategy to undertake a comprehensive review of electricity market design, to ensure that it is fit for the purpose of maintaining energy security and affordability for consumers as the electricity sector decarbonizes, launched a consultation on 18.07.2022 on the Review of Electricity Market Arrangements (REMA). The document, set in public consultation till 10.10.2022, explored options to deliver an enduring market framework that works for businesses, industry and households³.

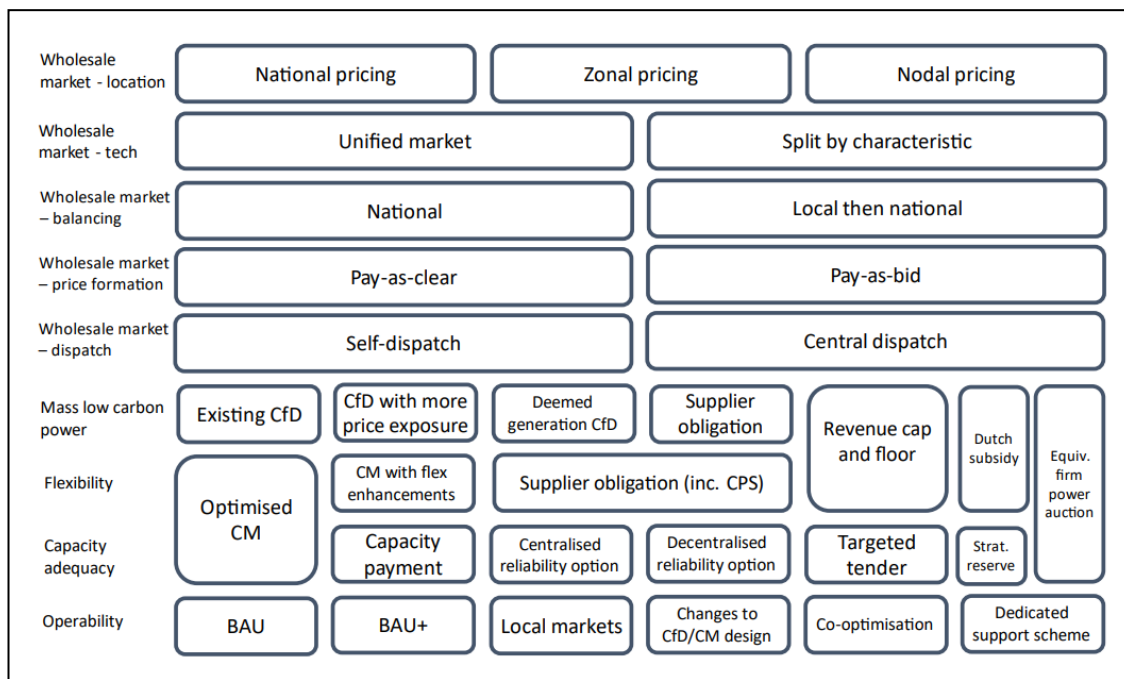


Figure 2- Options under consideration in REMA (UK)

It is without doubt that over the last decade, cross-border trade and the major efforts undertaken to further integrate electricity markets in Europe have delivered significant benefits for consumers. The benefits are due to the structure of the wholesale energy market enabling crossborder trade between MS and improving security of supply across a larger geographical area. However, the current electricity market design is not designed for the ‘emergency’ situation that the EU currently finds itself in. The ongoing political discussions on various exceptional measures for intervention bear witness to this.

Furthermore, going forward, the EU’s ambitious decarbonisation trajectory requires fast and massive transformation across sectors. Given enhanced electrification of energy demand is amongst the most cost-efficient ways to drive down emissions from the wider economy, this trajectory is likely to be driven in large part by the decarbonisation of the electricity sector. Electricity market integration across EU Member States will be key to pursue such power sector decarbonisation at lower cost, in turn ensuring security of supply by being able to draw on neighbouring jurisdictions in times of need. Put differently, whilst increased energy independence vis-à-vis (particular) third-countries is a policy objective of growing importance, realising this may well depend on enhanced energy inter-dependence amongst EU MS. This particular task will demand the market design to facilitate a massive rollout of low-carbon generation, and in particular renewable generation characterised by high upfront investment costs, while ensuring that flexible resources

³ <https://www.gov.uk/government/consultations/review-of-electricity-market-arrangements>

complement intermittent renewable production where and when needed. Related to this, price volatility in the electricity system is likely to increase in the years ahead, indicating increasing flexibility needs of the system. Hence the market design will need to reveal the value of flexibility.

In relation to the above, the European Council has called on the EC to work swiftly on the structural reform of the electricity market, with the dual objective of securing European energy sovereignty and achieving climate neutrality. The planned reform of the electricity market design was announced by President von der Leyen in her annual State of the Union Speech last year⁴ while the outline of an improved electricity market design was presented to Ministers by Commissioner for Energy Kadri Simson at the Energy Council on 19 December 2022.

To this effect, on 23 January 2023 the EC launched a public consultation on the reform of the European Union's electricity market design to support a clean and affordable energy transition⁵. According to the EC, a reform is needed to better shield households and businesses from high energy prices, to increase resilience and to accelerate the transition set out in the European Green Deal and REPowerEU Plan. The consultation, which runs till 13 February 2023, focuses on four main areas: a) Making electricity bills less dependent on short-term fossil fuel prices and boosting the deployment of renewables, b) Improving market functioning to ensure security of supply and fully utilise alternatives to gas, such as storage and demand response, c) Enhancing consumer protection and empowerment and d) Improving market transparency, surveillance and integrity. The feedback taken of all stakeholders and other interested parties will support the EC's work on a legislative proposal for amendments to the electricity market design aimed to be delivered in March 2023.

1.2 Scope of requested services

In order to avoid ill-designed measures or distorting price signals by interfering in market price formation that may roll back EU market integration and overall competition, thereby endangering the benefits achieved up until now and possibly increasing the overall cost of the energy transition up ahead, as further expanded above in section 1.1, the Regulatory Authority for Energy (RAE) of Greece, driven by the key policy objectives of security of supply, cost-effectiveness and decarbonization, takes the initiative to request consultancy support on an in-depth assessment of the EU Electricity Market Design and concrete proposals for its review, complementing EC's and ACER's work. The review is expected to focus both on the short-term and on the long-term, e.g. on the enduring market design that is needed to deliver a fully decarbonised and cost-effective electricity system by 2030, while ensuring security of supply. To this effect, it shall focus on options for reform for all (non-retail) electricity markets: the wholesale market, including balancing mechanism and ancillary services as well as policies that impact these – including the evolution of alternatives to the Contracts for Difference (CfD) products/schemes and the Capacity Market

⁴ 14.09.2022 State of the Union Address by President von der Leyen: “[...] So, we have to decouple the dominant influence of gas on the price of electricity. This is why we will do a deep and comprehensive reform of the electricity market. [...]”

https://ec.europa.eu/commission/presscorner/detail/ov/speech_22_5493

⁵https://ec.europa.eu/commission/presscorner/detail/en/ip_23_324

https://ec.europa.eu/info/law/better-regulation/have-your-say/initiatives/13668-Electricity-market-reform-of-theEUs-electricity-market-design_en

23.01.2023 Address by Commissioner for Energy Kadri Simson: *“The EU’s electricity market has served us well for over twenty years. But the unprecedented energy crisis we are facing shows that we need to make the electricity market design fit for the future, allowing it to deliver the benefits of affordable clean energy to everyone. I look forward to the contributions from a wide variety of stakeholders, which will help guide our legislative proposal this year”*

Regarding the in-depth assessment of the EU Electricity Market Design, the selected Consultant shall thoroughly review the detailed findings and analysis of ACER’s assessment on the wholesale market design (see section 1.1) and consider them as a basis for further elaboration and quantitative analysis provision, but, also, extend its evaluation on the currently applied CfD products/schemes and existing Capacity Market arrangements in Europe. The outcome of its assessment shall include options for design improvement, including minor finetuning amendments that are easy to implement but, also, major reforms to the design that will enhance its efficiency and enable it to deliver the EU long-term policy targets.

The expected outcome will be a High-Level Market Design (HLMD) that will: (a) propose and support the best integrated option for reforming the EU electricity market environment, taking into account the specifics of the each MSS’ electricity sector, in terms of market shares, liquidity, RES penetration, price formation and regulated mechanisms, for the economic benefit of market participants and end-consumers and (b) propose the best -yet feasible in terms of resources and implementation time- complete option, compatible with the currently in force EU Network Codes and Guidelines, which enable EU wholesale electricity market integration.

1.3 Market design options for reform under consideration

Figure 3 below presents the Electricity Market design options for reform that should be taken into consideration and assessed one-by-one by the selected Consultant, before combining them into an integrated proposal for re-design. These refer to the wholesale market (net-zero target), the mass low carbon power, the flexibility and the capacity adequacy and the competition of the market as discussed further below.

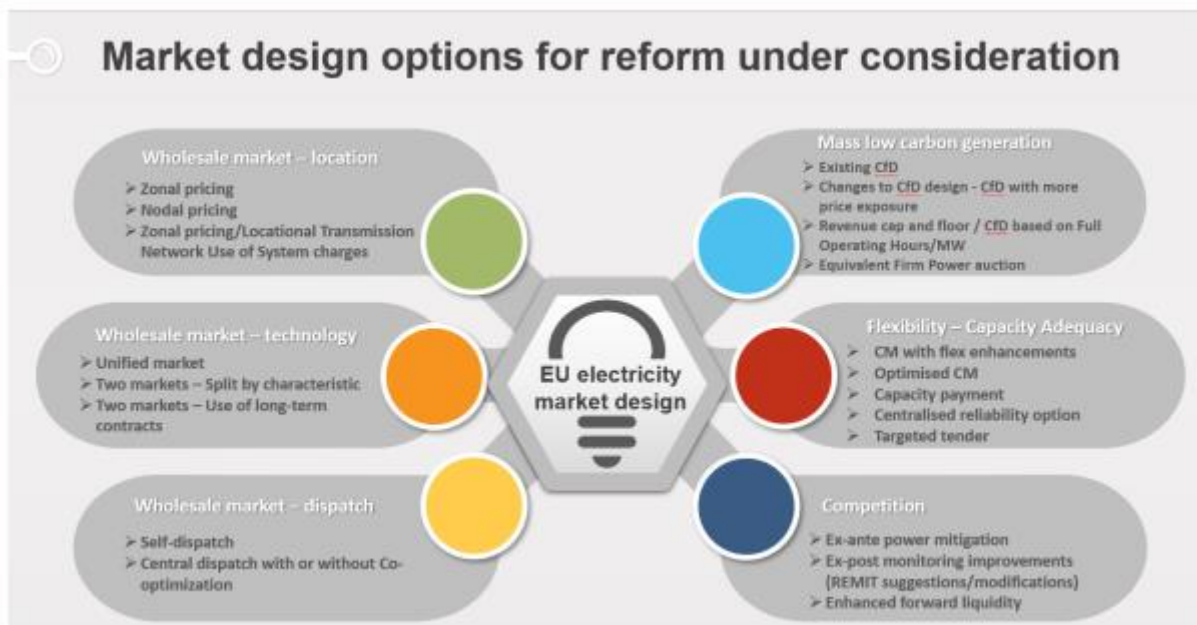


Figure 3- Market design options under consideration

1) Wholesale market options towards a net-zero target

Taking the option of pay-as-clear for the wholesale energy market price formation as granted, the selected Consultant will consider whether alternatives to the wholesale market and balancing mechanism would

better suit our renewables-intense future, particularly by ensuring that there are sufficient operational signals for low carbon flexibility and investment in renewable energy.

In order to address the challenges of the EU clean energy ambitious future, the focus for this review of the wholesale market design and operation will be in considering:

- Maintaining the approach of a unified market, splitting it into separate markets for variable (as available) and firm (on demand) power, which is currently a model under research, mainly proposed as a solution to price cannibalization (where renewables capture low wholesale market prices) and the resulting price volatility or contractually separate electricity produced from variable power from that generated by firm power (a split contract market (green contracts, RES PPAs platform contracts, above contract - wholesale price-related, etc)).
- Maintaining the zonal (regional) approach for locational pricing, introducing a Transmission Network Use of System (TNUoS) charging system or even more granular locational signals into the wholesale electricity prices via nodal pricing design, where the price in each location in the transmission network (node) represents the locational value of energy.
- Reviewing the current dispatch arrangements and selecting which fits better with the overall design proposal: self-dispatch, where generators are responsible for dispatching their portfolio to meet their declared position based on their availability and capacity for each settlement period or central dispatch, where participants notify the system operator on their availability ahead of time through day-ahead and intraday markets while investigating, in parallel, whether modifications to current practices like co-optimising energy and reserves under a central dispatch model are optimal taking into account that ensuring operability through the provision of ancillary services is crucial for the efficient and safe functioning of the electricity system.
- Changing several parameters to improve slightly the current market design such as the timescale of market settlement and the gate closure to increase temporal granularity in the market and to make the most of the opportunities for flexibility across the system or parameters of the balancing mechanism with the aim to lower further balancing costs while addressing, also, the redispatching issue.

2) Mass low carbon generation

The selected Consultant should consider options for supporting investment in low carbon technologies, which are expected to produce the majority of low carbon electricity, i.e. any plant (renewables, energy from waste, small modular reactors) which is expected to operate at or close to its highest possible load factor. The majority of the available alternatives involve long-term contracts with the government, as this seems likely to be the best way to deliver the volumes of investment that are required at least cost.

Therefore, the options that should be assessed include, but are not limited to:

- The currently applied CfD products/schemes
- CfD variants with increased price exposure (a CfD with a strike price range or changes to the reference price methodology)
- A revenue cap and floor, where generators would be guaranteed a minimum revenue in each period while in parallel a revenue cap is introduced or alternatively, a CfD variant where the payment is based on a fixed number of Full Operating Hours/MW
- The Equivalent Firm Power auction, which is a single unified auction for procuring system capacity, acting as an evolution of the Capacity Market, integrating CfD within it, so that renewables –

contracting alongside flexible assets – and firm capacity compete for capacity contracts based on their equivalent firm power.

The above options under consideration, except the currently applied CfD and the Equivalent Firm Power auction, aim to increase the role of the market, in order to minimise costs which are passed to consumers.

3) Flexibility – Capacity Adequacy

As flexibility – the ability to shift the consumption or generation of energy in time or location – is of high importance for balancing supply and demand, enabling the integration of low carbon power, heat and transport, and maintaining the stability of the system, the selected Consultant shall assess options that address the increasing need for flexibility technologies (electricity storage, flexible demand, hydrogen-fired generation, power CCUS, electrolysis, interconnection) to respond to the variation in renewable output.

Apart from the evaluation of options regarding the wholesale market, that should provide the right market signals for flexibility, several options regarding the setting of a mechanism to derisk investment on an enduring basis, in case these signals are not enough, shall be taken into consideration and be evaluated such as:

- A Capacity Market with flexibility enhancements, for example
 - by running specific auctions for flexibility, open to all low carbon technologies which meet an agreed set of flexibility criteria or
 - by introducing multipliers to the clearing price for particular flexible attributes (i.e. response time, duration, location), in order to create a mechanism to reward specific flexibility needs and provide stronger investment signals in flexible technologies

Furthermore, the selected Consultant shall consider all options for delivering, reliably and in the most efficient way, the capacity adequacy, which is required to ensure security of supply. System stress events are likely to be driven by weather patterns and significant amounts of firm capacity will be needed to manage extended low wind/sun periods. As the system becomes increasingly dominated by renewables, this firm capacity will be pushed out of the wholesale market, limiting the opportunities for these assets to recover their costs (“missing money problem”).

As a result, a wide range of options for capacity adequacy procurement, shall be assessed:

- An optimized Capacity Market with the introduction of low carbon capacity participation, which is a similar approach as the Capacity Market with flexibility enhancements, as described above, with the main difference of targeting directly generators with low carbon or new build characteristics.
- Capacity payments, which is a market-wide approach that sets an explicit price for capacity and all capacity is eligible for a capacity payment for every 'trading period' in which they are available, including demand side response.
- Centralized reliability options, where the incentive to provide power is signaled through the level of wholesale market pricing instead of by targeting a system stress event.
- Targeted tender, which is a centrally coordinated process to secure the construction of a specified quantity of new capacity which is determined to be needed to improve the balance of supply and demand.

4) Competition

As the exercise of market power can result in “deadweight” losses of social welfare along with large wealth transfers from buyers to sellers (and occasionally the reverse), the selected Consultant shall evaluate options for Ex-Ante Market Power Mitigation, such as price caps, bidding restrictions, or mandated prices that reflect anticipated costs and for Ex-Post Market Power Mitigation through the prospect of investigations, after-the-fact mitigation, and costly penalties (e.g., fines, damages, payments, etc.) and propose indices that are needed for identifying and mitigating market concentration in the EU Wholesale Electricity Markets. Within the context of Ex-post Market Power Mitigation improvement proposals, REMIT modifications/suggestions are expected. Furthermore, options for enhancing forward liquidity shall be considered and proposed by the selected Consultant.

1.4 Description of tasks

The deliverable of the Consultant is the provision of two (2) assessment reports (preliminary and final) for the in-depth assessment of the EU Electricity Market Design and concrete proposals for its review, the content of which is described in detail below. The selected Consultant shall take into consideration the current status of operation of the EU Day-ahead, Intraday and Balancing Markets, the relevant EU regulatory framework and the MSS’ commitment to full integration to the SDAC, the SIDC and the European platforms in line with the EU Regulation 2017/2195 (EBGL). In this respect, close cooperation between the Consultant and RAE is expected.

All not publicly available sources that may be deemed necessary to fulfil the tasks described in this RfP will be provided by RAE to the Consultant under a Confidentiality Agreement. It is noted that some of these sources may be available only in Greek.

In light of the above, the services requested include:

Task 1: Critical assessment of the current EU Electricity Market Design arrangements, regarding the wholesale market model, CfD products/schemes and Capacity Markets’ operation in the EU.

The detailed findings and analysis of ACER’s assessment on the wholesale market design (see section 1.1) shall be thoroughly reviewed and be considered as a basis for further elaboration. Furthermore, the currently applied CfD products/schemes and existing Capacity Market arrangements are expected to be evaluated as well.

Apart from the qualitative assessment, a quantitative analysis of the above-mentioned current market model is also expected by using existing simulation tools in order to conclude on the EU’s social welfare both considering the current energy mix and the energy mix of 2030.

Task 2: Detailed comparative analysis of the advantages and disadvantages of the examined alternative market design options under consideration, presented in section 1.3, regarding the wholesale market (net-zero target), the mass low carbon power, the flexibility and the capacity adequacy and the competition of the market. The long-term improvements, as proposed in ACER’s assessment, may be taken into consideration as well.

Task 3: High-level market design (HLMD) presentation of concrete proposals for the EU Electricity Market reform accompanied with their respective quantitative analysis regarding the EU social welfare (current energy mix and energy mix of 2030).

At least three (3) options for improvement are expected to be presented:

- 1) HLMD with minor fine-tuning amendments that are easy to implement
- 2) HLMD with important amendments to the current design and
- 3) HLMD with major reforms to the design that will enhance its efficiency and enable it to deliver the EU long-term policy targets.

All proposals should, also, include, apart from the main HLMD model for operation under 'normal' market conditions, temporary measures to be introduced by the MS (taking into account the Council Regulation (EU) 2022/1854 of 6 October 2022 on an emergency intervention to address high energy prices) as a 'back-up' plan, in case of an 'emergency' situation in order to mitigate the impact of high electricity prices and shield consumers from the impact of volatility.

The assessment of these proposals shall be based on the following criteria: security of electricity supply within each MS, smooth competition development both in the generation and supply sectors, required resources, implementation time and cost (where possible existing infrastructure should be exploited to the maximum extent), smooth RES integration under market arrangements, market liquidity and compatibility with the currently in force EU Network Codes and Guidelines.

Task 4: Out of the options assessed under Task 3, presentation of (a) the best integrated option for reforming the EU electricity market environment, taking into account the specifics of the each MS' electricity sector, in terms of market shares, liquidity, RES penetration, price formation and regulated mechanisms, for the economic benefit of market participants and endconsumers and (b) the best -yet feasible in terms of resources and implementation timecomplete option, compatible with the currently in force EU Network Codes and Guidelines, which enable EU wholesale electricity market integration.

Task 5: For the final proposals presented under Task 4, presentation of a detailed roadmap for a step-wise evolution of the EU Electricity Market towards internal market reform. The requested roadmap should be accompanied by a detailed action-plan for each organization involved (Regulatory Authorities, NEMOs, TSOs, Market Participants, other involved parties) indicating the main-milestones and relative risks. Special consideration should be given to the required modifications on the current EU regulatory framework as well as on the computational infrastructures of the SDAC, the SIDC and the platforms for the balancing energy exchange.

Task 6: Support during the consultation phase including presentation of the HLMD proposals to the stakeholders as well as provision of written answers and clarifications to selected comments received during the consultation phase.

The selected Consultant will present the final deliverable at RAE's premises (or via teleconference), where based on his proposals, a thorough discussion with RAE, taking into consideration the results of the public consultation, the best policy path for an EU related Electricity Market reform path will be identified.

1.5 Timetable of requested services

First Deliverable: Within one month from project commencement, the selected Consultant will submit the first deliverable (preliminary assessment report) as per the requested services under Tasks 1-2. Within two weeks RAE will provide its comments. One week following comments receipt, the final version of the first deliverable will be submitted.

Second deliverable: Within three months from project commencement, the selected Consultant shall submit the second deliverable as per the requested services under Tasks 1-5. Within two weeks RAE will provide its comments. One week following comments receipt, the final version of the second deliverable will be submitted.

The above two deliverables should be of the proper quality and detail in order to support the understanding of the market stakeholders under the relative Public Consultation process.

Consultation Support: The selected Consultant will undertake to present the proposed HLMD proposals to the stakeholders during a public workshop. The date of the workshop will initiate the beginning of a corresponding consultation procedure, organised and run by RAE, during which the selected Consultant is expected to assign appropriate time and effort in view of supporting RAE in clarifying and replying selected comments (Task 6).

It shall be noted that RAE reserves the right to extend or review this time frame without changing the scope of work and the agreed fee. Detailed dates for workshops, presentations, etc and the need for physical presence at RAE premises will be further discussed and agreed with the RAE relevant staff/ Project Monitoring Team.

1.6 Project Management

With a view to a smooth project implementation the selected Consultant should establish regular and frequent communication with RAE. Progress presentations/ reports should take place every two weeks in order to ensure common understanding is achieved.

1.7 Fee

RAE will pay for the consulting services a fee up to the amount of a hundred thousand euros maximum (€ 100.000) excluding VAT. This is a total fixed price that includes all costs related to the performance of the requested services

ANNEX III - LETTER OF GUARANTEE TEMPLATES

1. PARTICIPATION LETTER OF GUARANTEE TEMPLATE

Issuer (Full name of the credit institution / UNIFIED INSURANCE FUND OF SELF-EMPLOYED - ENGINEERS AND PUBLIC WORKS CONTRACTORS PENSION FUND (ETAA - TSMEDÉ)

Date of Issue:

To: (Full name of Contracting Authority).....

(Address of Contracting Authority)

Our guarantee number for an amount of EUR.....

We have the honour of informing you that with this Letter of Guarantee, we irrevocably and unreservedly guarantee, waiving any right of division and discussion

up to the amount of in favour of

(i) [in the case of a natural person]: (name, surname and father's name), TIN:
(address), or

(ii) [in the case of a legal entity]: (full trade name), TIN:
(address) or

(ii) [in the case of an association or consortium:] of natural persons/legal entities (a) (full trade name)

a) (full name), TIN:, (address)

b) (full name), TIN:, (address)

c) (full name), TIN number:, (address)

individually each one of them, as well as jointly and severally amongst them, by virtue of their capacity as members of the association or consortium,

for its participation in accordance with Tender Notice /.....
(number/date) of (Contracting Authority, for the designation of a contractor for the award of the contract: "(title of contract)"/.....

This guarantee shall cover only the obligations of (legal or natural person in favour of which the guarantee is issued), deriving from its participation in the above tender procedure throughout the terms of its validity.

The aforementioned amount will be held at your disposal and will be payable to you in whole or in part within 5 days from receipt of the simple written notice from you, without any objections or disputes on our part or reservations as to the validity of your claim.

This letter of guarantee shall be valid until

In the event of forfeiture of the guarantee, the forfeited amount shall be subject to the fixed stamp duty fee applicable at that time.

We agree to extend the validity period of the guarantee further to the transmission by your Service of the relevant document, in which consent is given by the potential beneficiary of an extension of the offer, in accordance with Article ... of the Tender Notice, on condition that your relevant request is submitted to us before its Expiration date.

We solemnly declare and affirm that the amount allocated by letters of guarantee that have been issued, including the amount indicated herein, does not exceed the limit of the guarantees that we have the right to issue.

(Authorised signature)

2. PERFORMANCE LETTER OF GUARANTEE TEMPLATE

Issuer (Full name of the credit institution / UNIFIED INSURANCE FUND OF SELF-EMPLOYED - ENGINEERS AND PUBLIC WORKS CONTRACTORS PENSION FUND (ETAA - TSMEDE)

Date of Issue

To: (Full name of Contracting Authority)

(Address of Contracting Authority/).....

Our guarantee number for an amount of EUR.....

We have the honour of informing you that with this Letter of Guarantee, we irrevocably and unreservedly guarantee, waiving any right of division and discussion, up to the amount of EUR

in favour of:

(i) [in the case of a natural person]: (name, surname and father's name), TIN: (address), or

(ii) [in the case of a legal entity]: (full trade name), TIN: (address) or

(ii) [in the case of an association or consortium:] of natural persons/legal entities (a) (full trade name)

a) (full name), TIN number:, (address)

b) (full name), TIN number:, (address)

c) (full name), TIN number:, (address) (to be filled in by all the members of the association/consortium)

individually each one of them, as well as jointly and severally amongst them, by virtue of their capacity as members of the association or consortium,

for the proper performance of the contract dated ... /... /... "(title of contract)", according to Tender Notice..... (number/date) of the Contracting Authority.

The aforementioned amount will be held at your disposal and will be payable to you in whole or in part within 5 days from receipt of the simple written notice from you, without any objections or disputes on our part or reservations as to the validity of your claim.

This letter shall apply until:

In the event of forfeiture of the guarantee, the forfeited amount shall be subject to the fixed stamp duty fee applicable at that time.

We solemnly declare and affirm that the amount allocated by letters of guarantee that have been issued, including the amount indicated herein, does not exceed the limit of the guarantees that we have the right to issue.

(Authorised signature)