



ΦΕΣΤΙΒΑΛ
ΚΙΝΗΜΑΤΟΓΡΑΦΟΥ
ΘΕΣΣΑΛΟΝΙΚΗΣ
www.filmfestival.gr

FKTH /351/ 2017

**LOW-VALUE (SUMMARY)
CALL FOR TENDERS 10/11/2017**

**CREATIVE EUROPE – CONSULTANT REGARDING EUROPEAN AUDIO VISUAL
PROGRAMMES (MEDIA SUB-PROGRAMME) OF THE THESSALONIKI
INTERNATIONAL FILM FESTIVAL FOR THE YEAR 2018**

ADAM: 17PROC002223855

cpv 72224000-1

**Total Budget: up to 59,000.00 € without VAT
73,160.00 € with VAT**

(Up to **29,500.00 Euros** is the estimated value of the original contract without VAT, **36,580.00 € with VAT, together with an option** and the right to extend/renew the contract for one additional year (2019); the total surcharge amount of the initial budget shall amount up to € 29,500.00 without VAT and 36,580.00 € with VAT).

Award Criterion: the most economically advantageous tender
based on the principle of value for money

Tender Conduct Date: 15/12/2017 at 1:30 p.m.

Deadline for the Submission of Tenders: 11/12/2017 at 1:30 p.m.

Services' Provision Term: up to 31.12.2019 and with an option and the right to extend/renew the contract for one additional year (2019) under the same terms hereof.

THESSALONIKI 2017

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ARTICLE 1: INTRODUCTION – PROJECT PROMOTER

The THESSALONIKI INTERNATIONAL FILM FESTIVAL, Private-Law Legal Person, which has been operating in accordance with articles 21-33 Law no. 3905/2010 (GG 219 A/23.12.2010) – being the Project Promoter and Contracting Authority– opens a tendering procedure whose award criterion shall be the most economically advantageous tender regarding an indicative budget amounting up to twenty-nine thousand five hundred Euros (29,500.00) €, not including VAT for the selection of “CREATIVE EUROPE – CONSULTANT REGARDING EUROPEAN AUDIO VISUAL PROGRAMMES (MEDIA SUB-PROGRAMME) OF THE THESSALONIKI INTERNATIONAL FILM FESTIVAL FOR THE YEAR 2018”, together with an option and the right to extend/renew the contract for one additional year (2019) under the same terms; the total surcharge amount of the initial budget shall amount up to € 29,500.00 without VAT, according to the terms hereof (namely a percentage of 10% of the amount of the total funding).

The project shall be funded from the Thessaloniki International Film Festival budget.

The total budget of the services to be implemented by the contractor of this tender, including the contractor’s fee, shall amount to a maximum of a ten (10) %, before VAT, of the amount of any financing.

The Contracting Authority’s contact details are summarized in the following table.

Organization THESSALONIKI INTERNATIONAL FILM FESTIVAL	Attn: Maria Naltsatziadou Thessaloniki offices and Maria Tziola Athens offices
Registered Office Address “Olympion” Building, 10 Aristotelous Square, Thessaloniki Athens Offices 7 Dionysiou Areopagitou Street	Postal Code 546 23 117 42
Location / City Thessaloniki	Country Greece
Telephone numbers +302310 378400 +30 210 8706000	Fax numbers +30 2310 285759 +30 210 6448143

E-mail info@filmfestival.gr	Internet Address (URL) www.filmfestival.gr
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The Contracting Authority's Registered Head Office is located in Thessaloniki, "Olympion" Building, 10 Aristotelous Square, PC 54623. It must be specified that any documents etc. may be submitted at and any contact regarding the tender may also be made through the Athens office at 7 D. Areopagitou Street, PC 11725.

2. In order for the interested parties to receive the call for tenders, they may contact the above addresses and telephone numbers all business days, from 10.00 to 15.00 hours. The receipt of the call for tenders is free of charge. In addition, this call for tenders is available online on www.filmfestival.gr, the Contracting Authority's website.

This tender shall be conducted based on the provisions of Law no. 4412/2016 "Public Works Contracts, Public Supply Contracts and Public Service Contracts (Adaptation to Directives 2014/24/EU and 2014/25/EU)" (GG A/147) and especially Article 117 (low-value tender).

ARTICLE 2: TENDER SUBJECT

1. The tender subject is related to the provision of consulting services regarding European audio visual programmes by Creative Europe (MEDIA Sub-programme) in order to perform the following acts:

1. 59th THESSALONIKI INTERNATIONAL FILM FESTIVAL.
2. 20th THESSALONIKI DOCUMENTARY FESTIVAL.
3. PURCHASE OF FILMS AND CO-PRODUCERS' FORUM OF THE THESSALONIKI INTERNATIONAL FILM FESTIVAL.
4. PURCHASE OF DOCUMENTARIES OF THE THESSALONIKI DOCUMENTARY FESTIVAL.
5. DEVELOPMENT OF DIGITAL INFRASTRUCTURES.
6. ANY OTHER RELATED SERVICE UNDER THE CREATIVE EUROPE PROGRAMMES.

2. The services requested include the following Works:

WORKS

- I.1.** Support for the submission of applications under the MEDIA Programme. Said support includes:
- Monitoring of the publication of the MEDIA Programme Calls for Tenders, evaluation, and selection of those who may be utilized by the Thessaloniki International Film Festival.
 - Preparation of applications according to the instructions published by the European Commission Executive Agency. The preparation of action plans and budgets is included.
- I.2.** Support during the implementation process of the Thessaloniki International Film Festival contracts with the MEDIA Programme Executive Agency.
- I.3.** Support for the submission of REPORTS under the MEDIA Programme. Said support includes:
- Monitoring of and compliance with the time schedule for the submission of reports under the MEDIA Programme, as set out in the Thessaloniki International Film Festival contracts with the MEDIA Programme Executive Agency.
 - Preparation of reports according to all set out in the Thessaloniki International Film Festival contracts with the MEDIA Programme Executive Agency. The preparation of action reports and financial reports is included.
- I.4.** Exploration of the possibility to finance the actions of the Thessaloniki International Film Festival from other European audio visual programmes and support for the submission of applications to them.
- I.5.** Training of the Contracting Authority's respective service concerning the procedures to explore the possibility of applying for the MEDIA Programme and similar European programmes.
- I.6.** Support and enhancement of the administrative capacity and expertise of the Contracting Authority's services concerning any supervision/monitoring procedures for the implementation of the project, thus ensuring its accelerated implementation, the strengthening of management quality, implementation monitoring and its results, as well as the immediate absorption of the approved resources.

3. The provision of the consultant's services shall begin upon signing of the contract and shall last up to 31.12.2018. Before the initial contract expires, the Contracting Authority has the right to unilaterally extend it under the same terms for one additional year after its expiration (2019).

The contractor shall timely complete each individual work within its obligations or shall promptly inform the Contracting Authority of the actions required so as to ensure the smooth implementation of the actions included.

Moreover, the Contractor shall submit eight regular reports during the 2018 contract, indicating all services provided and their documentation, within the periods which shall be specified in the contract to be signed.

4. The submission of alternative tenders is not permitted.

5. The submission of a tender regarding part of the services requested is not permitted.

ARTICLE 3: PERSONS ELIGIBLE TO PARTICIPATE

1. Tenderers and, in case of associations, members thereof, may be natural or legal persons who have been established in:

a) Member States of the Union;

b) Member States of the European Economic Area (EEA);

c) third countries who have signed and ratified the Government Procurement Agreement (GPA), which was ratified by Greece with Law no. 2513/1997 (GG A 139), to the extent that said public procurement agreement is covered by Annexes 1, 2, 4 and 5 and the General Notes of Appendix I thereof in relation to the Union; and

d) third countries who do not fall within the scope of case (c) of this paragraph and have concluded bilateral or multilateral agreements with the Union regarding public procurement awarding procedures (See, in this regard, Article 25 Law no. 4412/2016).

In the case of associations of persons, the economic operators are not required to have taken on a specific legal form in order to submit their tender. The Contracting Authority may request from the candidate Association, before the contract is signed, to take on the form of a consortium under the current institutional framework, which shall be established

by means of a notarial deed, or the form of a company governed by commercial law, which shall be established in accordance with the provisions of the Commercial Law.

2. Upon submission of the tender each member of the Association shall be jointly and severally liable towards the Contracting Authority for the execution of the supply. If the contract is awarded to an association, this liability shall be maintained up to the full execution of the contract. If, because of incapacity for any reason or any force majeure event, a member of the association cannot meet the obligations of the association during the evaluation of the tenders, all remaining members continue to be liable for the entire joint tender at the same price. If said incapacity emerges during the execution of the contract, all remaining members shall continue to be liable for its completion at the same price and under the same terms. In both cases the remaining members of the association may suggest a replacement. Said replacement may be approved by means of a decision by the Contracting Authority, following an opinion by the competent body.

3. Each economic operator (natural or legal person or association) may participate in the Tender either individually with a single tender, or as part of a single consortium or association.

4. If a tenderer or an undertaking related to a tenderer has provided consultation to the Contracting Authority or has been involved in any way in the preparation of the procurement procedure, the Contracting Authority shall take all appropriate measures to ensure that the tender is not distorted due to participation of said tenderer, in accordance with the provisions of Article 46 Law no. 4412/2016.

5. IMPEDIMENTS – INCOMPATIBILITIES

The members of the Board of Directors, the Director General and the Directors of the Contracting Authority are not allowed to participate in this Call for Tenders, otherwise the respective contract is to be declared null and void. The same prohibition also applies for the spouses of the Director General and the Directors, and their relatives (by blood, up to the third degree, and by marriage, up to the second degree), as well as for any legal persons whose management is directly or indirectly controlled by the Director General or the Directors, as this control is defined in Article 31 Law no. 3905/2010 (GG 219/A/23-12-2010).

6. The tenderers shall also fulfil the conditions referred to in par. 1 and 2 of Article 6, regarding their financial capacity and documented professional experience.

ARTICLE 4: CONTRACT DOCUMENTS

1. The Contract Documents shall be prioritised as follows:

- a. The Contract, as signed based on the draft indicated in Annex A hereof.
- b. This Call for Tenders.
- c. The Contractor's Financial Tender.
- d. The Contractor' Technical Tender.

Any specifications which shall be given on the above documents during the procedure shall be hierarchized according to the Contract Document to which they relate.

2. This Call for Tenders, together with its Annexes, shall be made available on the Contracting Authority's website.

ARTICLE 5: CLARIFICATIONS REGARDING THE CALL FOR TENDERS

1. All interested parties may request clarifications of the contents hereof by the Contracting Authority only in writing, **up to seven (7) days** before the deadline of the submission of tenders. Any responses shall be submitted in writing the latest up to four **(4) days** before the deadline of the submission of tenders (Also see, in this regard, Article 121 Law no. 4412/2016). The responses – clarifications provided by the Contracting Authority are not permitted to materially modify in any way the content and terms hereof. All submitted questions of the interested parties, together with all responses – clarifications by the Contracting Authority shall be immediately posted on www.filmfestival.gr. The Committee mentioned in Article 12 par. 1 hereof shall be immediately informed of said questions and the respective responses – clarifications by the Contracting Authority.

2. After the submission of the tenders, any clarifications, modifications or repudiations regarding the terms hereof by the tenderers shall not be accepted and shall be rejected as inadmissible.

ARTICLE 6: TENDERERS' MINIMUM CAPACITY LEVELS – GROUNDS FOR EXCLUSION

1. As regards their financial ability, the tenderers are required to have an average annual turnover, which over the past three years or, if their activity has begun more recently, for as long as they have been in business, is more than 50% of the call for tenders' total budget, not including VAT.

2. In regard to the minimum required experience, a necessary prerequisite for the participation in the tender is that the candidate has implemented for public or private bodies, within the last two (2) years, respective projects regarding consulting services, such as the ones indicated herein, with an average funding of at least 100,000.00 € per year from the MEDIA Programme.

In addition, the contractor shall present in the contractor's tender all curricula vitae of the project team members, demonstrating their experience in the implementation of corresponding projects. The candidate tenderer is required to appoint in the tender a Project Promoter and his/her alternate.

All above mentioned shall be evidenced according to the respective provisions of Article 15.1., par. (4) and (5).

In case a tender is submitted by an association of persons, it is acceptable to aggregate the turnover and experience of its members.

3. Any candidate economic operator shall be excluded from the participation in this procurement procedure (tender) (Article 73 Law no. 4412/2016) on the following grounds (regarding any individual natural or legal person), which might also be met for one among its members (regarding any association of economic operators):

I) Where said person was convicted by means of a final judgement on one of the following grounds:

a) participation in a criminal organization, 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, 11.11.2008 p. 42);

b) corruption, as defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union (OJ C 195, 25.06.1997, p. 1) and Article 2 par. 1 of Council Framework Decision 2003/568/JHA of 22 July 2003 on combating corruption

in the private sector (OJ L 192, 31.7.2003, p. 54), and as defined in the current legislation or the economic operator's national law;

c) fraud within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests (OJ C 316, 27.11.1995, p. 48), which was ratified with Law no. 2803/2000 (GG A 48);

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

e) money laundering or terrorist financing as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council of 26 October 2005 on the prevention of the use of the financial system for the purpose of money laundering and terrorist financing (OJ L 309, 25.11.2005, p. 15), which was incorporated into the Hellenic law with Law no. 3691/2008 (GG A 166);

f) child labour and other forms of trafficking, as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council of 5 April 2011 on preventing and combating trafficking in human beings and protecting its victims, and replacing Council Framework Decision 2002/629/JHA (OJ L 101, 15.4.2011, p. 1), which was incorporated into the Hellenic law with Law no. 4198/2013 (GG A 215).

The economic operator shall also be excluded when the person, against whom the final conviction has been delivered, is a member of the operator's administrative, management or supervisory body or has any power to represent it, make decisions regarding it or control it.

In case of Limited Liability Companies (EPE), Partnerships (General Partnerships/OE and Limited Partnerships/EE) and Private Companies (IKE), the obligation of the previous subparagraph regards in particular their managers.

In case of private limited companies (SA/AE), the obligation of the previous subparagraph regards at least their Managing Directors and all BoD members.

In all other cases of legal persons, the obligation of the previous subparagraphs regards their legal representatives.

II) The financial operator shall also be excluded in case it has breached its obligations concerning payment of taxes or social security contributions and this

breach has been established by means of a final and binding judicial or administrative judgement in accordance with the provisions of the country where the financial operator was established or the national legislation and/or in case the Contracting Authority can prove by appropriate means that the tenderer has failed to fulfil its obligations in relation to the payment of taxes or social security contributions.

If the tenderer is a Greek citizen or is established in Greece, its obligations in relation to social security contributions shall cover both primary and auxiliary insurance.

III) The candidate economic operator shall not however be excluded when it has fulfilled its obligations either by paying any taxes or social security contributions due, including, where appropriate, any accrued interest or fines or by being subject to a binding settlement for their payment.

IV) The Contracting Authority may exclude from participation any economic operator in any of the following situations:

- a) if the Authority proves, by appropriate means, that the current obligations of Article 18 par. 2 of Law no. 4412/2016 were violated.
- b) if the financial operator is bankrupt or has been subject to reorganization proceedings or special liquidation or is under judicial administration by a liquidator or by the court or has entered into an arrangement with creditors or has suspended its business activities or in any other similar situation which arose from a similar procedure, which is provided for in the national law;
- c) if the economic operator has sufficient and reasonable evidence to suggest that it has concluded contracts with other operators in order to distort competition;
- d) in case a conflict of interest within the meaning of Article 24 Law no. 4412/2017 cannot be treated effectively with other, less intrusive, means.
- e) if the economic operator has committed a serious or repeated error in the performance of a material requirement during a previous public contract, a previous contract with a contracting operator or a previous concession contract which resulted in the early termination of the previous contract, compensation or other similar penalties.

- f) if the economic operator has been found guilty of serious misrepresentation when supplying the information required in order to verify the absence of grounds for exclusion or the fulfilment of the selection criteria, if the operator has concealed said information or is unable to provide the documentation required pursuant to Article 79 Law no. 4412/2016.
- g) if the financial operator attempts to unfairly influence the decision-making process of the Contracting Authority, to obtain confidential information which may confer the operator an undue advantage in the procurement process or to negligently provide misleading information which may materially affect any decisions regarding exclusion, selection or award.
- h) If it was proven "by appropriate means" that the economic operator has committed a serious professional misconduct, which puts its integrity into question.
- V)** By way of derogation from the provisions of case (b) par. IV) above, the Contracting Authority may not exclude an economic operator who was found in one of the situations mentioned above, on condition that the Contracting Authority has proved that said operator is able to execute the contract, taking into account the existing provisions and measures for the continuation of the operator's business activity, in case (b) par. IV) above.
- VI)** At any time during the procedure, the Contracting Authority may exclude an economic operator, when it was proven that one of the above events occurred to the operator due to its actions or omissions.

ARTICLE 7: PLACE AND TIME LIMIT FOR THE SUBMISSION OF TENDERS – TERM OF THE TENDERS

- 1.** The period for the submission of the tenders and the necessary documentation shall end on 11/12/2017 at 13:30 (Eastern European Time).
- 2.** Any tenders which reached timely the addresses of Article 1 hereof until said date and time shall be accepted. Each submitted tender shall receive a protocol number, which shall exclusively prove the date and time of its submission.

3. Tenders may be submitted in any way to the above addresses, however they shall be valid only if they have received a protocol number in time, as above indicated.

The tender envelope shall be submitted together with a written application by the tenderer, which shall be signed by its legal representative, shall be placed outside the envelope and shall receive a protocol number. The application must necessarily include (a) the date; (b) the tenderer's signature or –in case of a legal person– the specifically authorized representative's signature who shall be indicated in the necessary attached legal documents; and (c) the representative's full name, either typed or clearly printed. In case of an association or consortium, the application shall be signed either by all participants in it or by the joint representative who shall be appointed with a specific notarial proxy.

4. Tenders shall be valid and binding on the participants of the tender for two (2) months upon the conduct date of the tender. Any tenders indicating a validity period which is shorter than the above shall be rejected as inadmissible. The Contracting Authority may request in writing to extend the tender validity period before their expiration, for a maximum period equal to the above. After the lapse of the above maximum period for the extension of the tenders' validity, the tender results shall be mandatorily cancelled, unless the Contracting Authority reasonably considers, as appropriate, that the continuation of the tender is in its interest; therefore the tenderers may select to either extend their tender, if it was requested before the lapse of the above maximum period, or not. In this latter case the tendering procedure shall be resumed with those who extended their tenders.

The tenderers' attention is drawn to the fact that they themselves must arrange for the timely receipt of their tenders by the Contracting Authority, since said tenders must be received by the Contracting Authority until the above date and time, rather than just having been mailed by that date. After the expiration of this period no tender shall be accepted.

5. If the tenders which were submitted do not comply with all above mentioned, they shall not be taken into account and shall be returned without having been opened.

6. The tender envelope must be sealed and shall necessarily bear the following label:

SEALED TENDER

Tenderer's Full Name

(full name, address, telephone and fax number)

Full Name and details of the legal representative

REGARDING THE TENDER FOR THE PROJECT:

"CREATIVE EUROPE – CONSULTANT REGARDING EUROPEAN AUDIO VISUAL PROGRAMMES (MEDIA SUB-PROGRAMME) OF THE THESSALONIKI INTERNATIONAL FILM FESTIVAL FOR THE YEAR 2018" FOR THE YEAR 2018", together with an option and the right to extend/renew the contract for one additional year (2019).

Tender Date: 15 -12-2017 at 13.30 am (Eastern European Time).

To the:

THESSALONIKI INTERNATIONAL FILM FESTIVAL

Thessaloniki Office

10 Aristotelous Square, Thessaloniki, 54623

Athens Office

7 Dionysiou Areopagitou Street, Athens 11742

Attn: Evaluation Committee of the Tender Results

The envelopes must not be self-adhesive, since they may be opened and resealed without leaving any trace.

**ARTICLE 8: METHOD OF PREPARATION AND CONTENT OF THE TENDERS –
PROCEDURE LANGUAGE**

8.1 The contract documents shall be necessarily drafted in Greek and optionally in other languages, either in whole or in part. In case of discrepancy between said parts of the contract documents which have been drafted in several languages, the Greek text shall prevail. Any objections or preliminary complaints shall be submitted in Greek.

8.2 The tenders and all details included therein, as well as their supporting documents, shall be drafted in Greek or English or another language in this case they shall be accompanied by an official translation in Greek. The Hague Convention of 5.10.1961, as ratified with Law no. 1497/1984 (GG A 188), shall be applied as regards foreign public documents and supporting documents. Any information and technical brochures, as well as other documents –either corporate or not– with specific technical content may be submitted in another language, without being accompanied by a translation into Greek.

More specifically, all public documents regarding foreign economic operators which shall be submitted by tenderers in this procedure must be legally certified, and the translation of these documents may be performed either by the Ministry of Foreign Affairs' translation service or by the competent Consulate or by a lawyer, as laid down in Article 454 Civil Procedure Code and Article 53 Code of Lawyers, or by a sworn translator of the country of origin, if this service is provided in this country.

8.3 It is respectively permitted to submit a certified copy of any public document or evidence concerning a foreign Undertaking. This copy may be reproduced either from the competent Consulate of the tenderer's country or from the original document, which has been sealed according the Hague Convention of 05-10-61 ("Apostille"). Said certification must be performed by a lawyer, as laid down in Article 454 Civil Procedure Code and Article 53 Code of Lawyers.

8.4 Any information and technical brochures, as well as other documents –either corporate or not– with specific technical content may be submitted in another language, without being accompanied by a translation into Greek.

8.5 Any oral communication with the Contracting Authority, as well as between it and the Contractor, shall be made in Greek or English, where appropriate. The Contractor is required to facilitate communication between its foreign employees and the Contracting Authority by appointing interpreters.

8.6 Tenders must be typewritten and must not contain any irregular corrections (erasures, deletions, additions, etc.). If there are any corrections, additions, etc. they should be written in the same printing machine types and initialled by the tenderer; the competent Committee of Article 12 par. 1 hereof shall initialize any corrections,

etc. during its review, and in general it shall confirm that they were made before the tender was opened.

8.7 Any alternative tenders shall not be accepted. In case they are submitted, they shall not be taken into consideration.

8.8 Counter-tenders shall not be accepted at any stage of the tender. In case they were submitted, they shall be rejected as inadmissible.

8.9 The tenders must be submitted in two (2) copies to be placed in the same single sealed tender envelope (Article 7.6).

The envelopes must not be self-adhesive, since they may be opened and resealed without leaving any trace.

8.10 Under the penalty of exclusion, the envelope of each tender must be necessarily accompanied by a letter, which shall be placed outside the sealed envelope and must indicate the legal/natural person/association submitting the tender. The accompanying letter is the tenderer's application to participate in this tender, it shall indicate the validity period of the tender pursuant to Article 7 hereof and shall be signed by the tenderer or its legal representative. In case a tender was submitted by an association of persons, said application shall be signed either by all members of the association or by their joint representative who is appointed with a specific notarial proxy, as provided for pursuant to the provisions of Article 9 hereof.

8.11 Under the penalty of rejection, all documents required during the submission of the tender must be placed inside the envelope of each tender.

- A separate sealed envelope entitled "PARTICIPATION DOCUMENTS – TECHNICAL TENDER" shall contain the following:
 - all necessary documents detailed in Article 9 hereof;
 - the technical details of the tender, whose content is detailed in Article 10 hereof.
- Under the penalty of rejection, the financial details of the tender shall be placed in a separate sealed envelope, which shall also be placed inside the main envelope, entitled "**FINANCIAL TENDER**". The contents of the financial tender are detailed in Article 11 and listed in **Annex B** hereto.

8.12 The envelopes of the technical and financial tenders shall bear the details of the main envelope, namely the details indicated in paragraph 5 of this Article. In case of associations, the details of all members must be indicated.

8.13 Upon submission of the tender it is irrefutably presumed that the Tenderer was informed of all terms in the Call for Tenders and the other Contract Documents.

8.14 Following the submission of the tender, which shall be accompanied by legally submitted documentation, the tenderers shall provide clarifications only when requested by the Contracting Authority's competent bodies, either during the procedure before them or following a document by the Contracting Authority upon the respective opinion of the competent body. Among the clarifications which shall be provided in accordance with all above mentioned, only those indicating a specific part regarding which the respective request was submitted by the competent body shall be taken into account. The clarifications provided shall not exceed the point beyond which a tender is materially amended. The Contracting Authority acts with regard to the principle of equal treatment of all tenderers.

ARTICLE 9: PARTICIPATION DOCUMENTS

1. In order to participate in the tendering procedure, the interested parties shall include in the separate envelope entitled "PARTICIPATION DOCUMENTS – TECHNICAL TENDER" the standard solemn declaration form (TEYD) as provided for in Article 79 par. 4 Law no. 4412/2016. The tenderers shall fill in the respective TEYD, which is attached as Annex A, in an editable document file format, which constitutes an integral part hereof, according to the instructions of Guideline 15/2016 (Online Publication Number/ADA: ΩΧ0ΓΟΞΤΒ-ΑΚΗ) by the Hellenic Single Public Procurement Authority.

The economic operators shall indicate the part of the contract they intend to subcontract to third parties, as well as the suggested subcontractors.

It must be clarified that as regards the selection criteria, the financial operator may only fill in Section A of Part IV of the TEYD (General indication for all selection criteria).

The associations of economic operators who have submitted a joint tender shall submit the TEYD for each financial operator who participates in the association.

2. It must be specified that the tenderer's TEYD shall be signed by its legal representative, and all members of the operator's administrative, management or supervisory body who have any power to represent it, make decisions regarding it or control it, and in particular:

a) in case of Limited Liability Companies (EPE) and Partnerships (General Partnerships/OE and Limited Partnerships/EE), by their managers;

b) in case of private limited companies (SA/AE), their Managing Directors and all BoD members.

3. In case the TEYD was not submitted or if the information it contains do not meet the terms hereof, the tender shall be rejected as inadmissible. In case of an association, the joint tender shall be rejected if the TEYD was not submitted for any of its members or if any of the submitted TEYDs does not meet the terms hereof, even with respect to one of the members of the association. The same applies in case a third operator is appointed, with regard to this operator.

4. The completeness and legality of all TEYDs which have been submitted with the tender shall be reviewed by the Tender Committee of Article 12 par. 1 hereof.

ARTICLE 10: TECHNICAL TENDER ENVELOPE

1. Together with their tender, the tenderers shall submit the envelope entitled "PARTICIPATION DOCUMENTS – TECHNICAL TENDER", which shall contain all technical data regarding the tender services to be awarded, as described in Article 2 hereof.

2. Under the penalty of exclusion, the Technical Tender must evidence that the tenderer has correctly perceived the subject and requirements of the contract, has successfully pointed out any problems during its implementation and has configured the appropriate proposals to resolve them, has adequately analysed – specified the appropriateness and effectiveness of its implementation methodology and the necessary support tools for its application, as well as that the tenderer was effectively communicating with the Contracting Authority upon the execution of the contract, that the tenderer has effectively identified – documented any critical success factors and presented alternative ways to ensure them, has rationally analysed the contract subject in sections according to the works and has connected

them to the minimum required deliverables and the time schedule which are described in the technical specifications thereof, that the contents of the tendered deliverables have been adequately determined and the ensured application of the solutions was documented, as well as that the organization model for the services to be provided is appropriate.

3. The preparation of the candidates' technical files must necessarily correspond to the format given below, in the Technical Tender Table of Contents, so as to facilitate the evaluation process.

The separate envelope shall include a detailed table of contents indicating all submitted data. Each page of the tender shall be initialled by the tenderer's legal representative.

TECHNICAL TENDER TABLE OF CONTENTS

Technical Tender Table of Contents

- a. Subject – objectives and requirements of the project.
- b. Methodological approach of the project, organizational structure.
- c. Detailed description of the tendered support services and deliverables.

The Technical Tender shall not exceed 20 A4 pages.

4. The technical specifications are all inviolable terms and any failure to comply with them shall lead to the rejection of the tender.

5. Any tender which is vague and non-assessable or conditional shall be rejected as inadmissible upon prior opinion by the Tender Committee of Article 12 par. 1 hereof.

6. No financial details shall appear in the contents of the technical tender envelope. The appearance of financial information (including words such as "free of charge") shall constitute a ground for rejecting the tender.

ARTICLE 11: CONTENTS OF THE SEPARATE ENVELOPE: "FINANCIAL TENDER"

1. The separate envelope "FINANCIAL TENDER" shall enclose the financial tender. Each page of the financial tender shall be signed by the tenderer or its legal representative.

2. In this envelope, tenderers shall enclose their financial tender, which is expressed as a single percentage of funding by the European MEDIA Programme regarding the events included in the contract. This percentage shall be necessarily indicated in figures and in words. It is namely the final price for the completion of the contractor's obligations before VAT.

In case of inconsistencies the reference in words shall prevail. The financial tender includes the cost for the provision of services and the tenderer's profit, the remuneration and insurance coverage of all its collaborators/employees, all fees, duties or charges, excluding VAT, which shall be charged to the FESTIVAL. The net value shall be determined after all legal tax deductions for the provision of services and all other applicable deductions according to Law no. 4412/2016 (for example: for HSPPA, for AEPP). The tendered amount shall be fixed throughout the term of the contract and may not be readjusted.

3. Any financial tender which exceeds the percentage of ten (10) % shall be rejected.

4. The tendered amount to be received by the Contractor as remuneration under the terms hereof is binding and shall be fixed throughout the term of the contract and may not be readjusted, given that the Contractor considers the risk of adverse changes in economic conditions as possible and has accepted it.

5. Any tender with a negative discount shall be rejected as inadmissible.

6. Any tenders which shall include comments, conditions or terms shall be considered as reservations on the Tender's terms and shall be rejected as inadmissible.

ARTICLE 12: TENDER OPENING AND EVALUATION PROCEDURE – SELECTION OF THE MOST ECONOMICALLY ADVANTAGEOUS TENDER

1. The conduct of the tender, the opening and evaluation of the tenders, and the nomination of the most economically advantageous tender based on the principle of value for money shall be made, in accordance with the following paragraphs, by the three-member Tender Committee which has been established by decision of the Director General of the Thessaloniki International Film Festival.

2. Receipt of tenders – Opening of the main tender envelope and separate envelope entitled “Participation Documents – Technical Tender” – Verification of the completeness & legality of all documents which were submitted together with the tender

At a public meeting on Friday, 15/12/2017 at 13:30 pm (Eastern European Time), at the registered head office of the Contracting Authority, at “Olympion” Building, 10 Aristotelous Square, Thessaloniki, which the tenderers or their representatives may attend, the Tender Committee shall receive from the Contracting Authority’s Protocol Service only the tender envelopes which were timely submitted, and the belated tenders shall be rejected without being opened so that they will be returned.

It must be noted that according to paragraph 3 of Article 117 Law no. 4412/2016, the submission of a single tender does not obstruct the continuation of the tendering procedure and the award of the contract.

Thereafter, the Committee shall publicly open the main tender envelope and the separate envelope entitled “PARTICIPATION DOCUMENTS – TECHNICAL TENDER” of each tenderer, it shall initial and stamp all documents and details of the technical tender per sheet, and then it will keep the sealed separate envelopes of the economic tenders in a safe place. At the opening, the Committee is not required to verify the tenderers’, tenders’ and their supporting documents’ compliance with the terms hereof.

Thereafter, the Committee shall conduct closed meetings so as to thoroughly review the accuracy, completeness and adequacy of the submitted data contained in the participation documents of Article 9 hereof, and shall establish whether they agree or disagree with the inviolable conditions hereof, by drafting the respective minutes in which the Committee shall reasonably recommend to the Contracting Authority to accept or reject the tenders of all tenderers who have submitted incomplete information or whose submitted documents do not comply with the terms hereof. Said minutes shall also include the details of the tenderers whose envelopes were opened.

All tenderers who have legally submitted the supporting documents indicated in Article 9 hereof, provided they comply with the terms hereof, shall be accepted.

3. Evaluation of the Technical Tender

After the review of the tenderers' participation documents and their agreement with the terms hereof, the Committee shall conduct closed meetings for their evaluation (score) as well as the possible rejection of their technical tenders, exclusively based on the terms and criteria hereof, as mentioned in the above articles, of all who have been accepted in accordance with par. 2 hereof. After the rating is completed, the Committee shall include in its above mentioned minutes the score of the tenderers and its justification, as well as any rejected tenders, and shall then submit them to the Contracting Authority.

Then the Contracting Authority shall deliver its decision on the above mentioned single minutes by the Committee, which shall be related both to the examination of the documents and the evaluation of the technical tender. This decision by the Contracting Authority shall be communicated to all interested parties by fax and the Minutes of the Tender Committee must be attached thereto.

4. Opening of the financial tenders – Rating of the economic tender and announcement of prices/percentages – Nomination of the most economically advantageous tender

After the evaluation of the technical tenders, the Evaluation Committee, at a public meeting, shall open the financial tender envelopes and, after it has initialized and stamped them, the Committee announces the tendered percentages.

The financial tender envelope shall be opened at the address of Article 1 hereof only for tenderers whose tenders were not rejected pursuant to par. 3 hereof, and the specific date and time shall be communicated by means of an invitation to all interested parties.

The envelopes containing the financial tenders of the other tenderers shall not be opened but rather returned to them after the contract with the selected Contractor was signed.

<p>It must be emphasized that according to Article 117 par. 4 Law no. 4412/2016, notwithstanding the above, the participation documents, the technical tenders and the financial tenders shall be opened at a public meeting, as selected by the Tender Committee.</p>
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The Committee shall then review the financial tenders and draft the respective

minutes, which shall include any opinion by the Committee regarding any rejected tenders and the percentages of the accepted tenders, and shall draft the final ranking list for the tenderers, based on the most economically advantageous tender based on the principle of value for money, which shall be calculated in accordance with Article 14 hereof.

The tenders shall be compared based on the tendered percentage of the remuneration, before VAT, as it emerges from the financial tender.

During the evaluation of the financial tenders, the Tender Committee may correct any obvious errors emerging after any mathematical operations. After the Tender Committee has corrected all errors, the tender shall be binding on the tenderer.

After having completed its minutes, the Committee shall submit them to the Contracting Authority in order to deliver the respective decision which shall include the final ranking list in descending order, any rejected tenders and shall indicate the tenderer to whom the Contract shall be awarded. The tenderers shall be notified of the Contracting Authority's decision by fax, which shall necessarily include the Minutes of the Tender Committee, so that the tenderers may exercise all legal remedies available, if they want to.

5. All interested parties who have a legitimate interest to access the tenders of the other participants, shall lodge the respective application in writing with the Contracting Authority. Said access may be ensured either by examining the relevant documents at the head office of the Contracting Authority or by granting copies, whose reproduction costs shall be borne by the applicant.

6. The Committee may request clarifications from the tenderers during all aforementioned steps.

7. If tenders appear to be abnormally low in comparison with the services awarded, the Contracting Authority shall request from the economic operators to explain the price proposed in their tender, within a maximum period of ten (10) days upon service of the respective invitation by the Contracting Authority, pursuant to Articles 88 and 89 Law no. 4412/2016.

8. In case it is found at any stage in the procedure that any tenderer or any undertaking related to a tenderer has advised the Contracting Authority or has been involved in any way in the preparation for the procurement procedure of the

tendered contract (e.g. the drafting of the respective study or the specifications of the tender’s subject), all provisions of Article 48 Law no. 4412/2016 shall apply.

ARTICLE 13: EVALUATION CRITERIA FOR TECHNICAL TENDERS

1. The Evaluation Committee shall evaluate the technical tenders of the tenderers, according to the requirements of the tender documents based on the following criteria and the corresponding weighting factors.

CRITERIA	WEIGHTING FACTOR
C1: Understanding of the project’s targets and requirements	35
C2: Methodology for the project’s approach, comprehensiveness and effectiveness in supporting the Contracting Authority	65
TOTAL	100

2. All individual criteria shall be independently rated based on a scale of 100 points. When rating the technical tenders based on the above criteria, the Committee shall examine whether they are outweighed by the technical tenders. Their score shall be 100 points in case all inviolable terms hereof are covered exactly. The score shall be increased up to 120 points when the technical requirements are outweighed. The weighted score for each criterion of the groups shall be the product of the individual weighting factor for the criterion times its score, which shall be rounded off to two decimal places; the total score of each tender shall be the sum of the weighted scores for all criteria. According to all above indicated, the final score shall range from 100 to 120 points.

3. Any technical tenders whose score is less than 100 points (namely the do not cover/deviate from the technical specifications hereof) shall be rejected as inadmissible.

ARTICLE 14: CALCULATION OF THE TECHNICAL TENDER SCORE AND OF THE MOST ECONOMICALLY ADVANTAGEOUS TENDER

The most economically advantageous tender based on the principle of value for money is the one with the lowest ratio **R**, according to the following formula:

$$\mathbf{R} = \frac{\mathbf{T} \text{ of the tenderer}}{\text{Lower } \mathbf{T}} / \mathbf{S} \text{ of the tenderer}$$

where:

S = the technical evaluation score, determined in detail as mentioned above; and

T = the financial tender.

In case of a tie, all tenders with the same score shall be ranked in descending order, according to the technical evaluation score (**S**).

The tendered contract shall be awarded to the tenderer who has submitted the most economically advantageous tender based on the principle of value for money, provided that said tenderer shall produce the supporting documents referred to in Article 15 hereof.

ARTICLE 15: AWARDING PROCEDURE

The Tender shall be completed with the approval of its results and the award of the Contract by the Contracting Authority. The Contracting Authority shall announce in writing the result of the tender to the candidate who received the highest score and shall invite the tenderer to submit the award documents (**Article 80, par. 2 Law no. 4412/2016**), namely:

- (1) In order to prove its legal establishment and representation, where the economic operator is a legal person, the tenderer shall produce the appropriate legal documents of incorporation and legal representation (such as articles of association, certificates of amendments, respective GG Issues, BoD constitution in case of an SA, etc., depending on the tenderer's legal form). All above legal documents must indicate its legal establishment, any respective amendments to the articles of association, any person/s who is/are legally binding the company on the date of the tender (legal representative, authorized signatories, etc.),

any third parties, who have been granted powers of representation, and the term of its governance body and/or its members and/or its legal representative.

(2) Extract from the relevant register, such as a criminal record or, failing that, any equivalent document which was issued by the competent judicial or administrative authority of the Member State or the country of origin or the country where said economic operator is established, from which it shall emerge that all statements in Part III A of the TEYD are documented. The obligation to produce said extract also applies to the persons mentioned in Article 9 paragraph 2 above.

(3) Certificates issued by the competent authority of said Member State or country, in order to document all stated in Part III B of the TEYD (tax and social security certificates).

If said Member State or country does not issue such documents or certificates, or if this document or certificate does not cover all above cases, the document or certificate may be replaced with an affidavit or, in Member States or in countries where there is no provision for affidavits, with a solemn declaration by the interested party before the competent judicial or administrative authority, a notary or the competent professional or commercial organisation of the Member State or the country of origin or the country where said economic operator is established.

(4) Published balance sheets or, if there is no obligation to issue balance sheets, an affidavit concerning the total amount of the tenderer's turnover, from which it shall emerge that the requirement in Article 6, paragraph 1 regarding the turnover is met.

(5) A table indicating the tenderer's experience, as well as curricula vitae of and a Solemn Declaration by the members of the Project Team, which shall be included in the Technical Tender Envelope, stating that they shall collaborate with the Contractor until the completion of the contract, as provided for in the Contractor's Technical Tender. The tenderer's experience shall be documented by producing the appropriate certificates or documents. All above shall satisfy the requirement of Article 6, paragraph 2 regarding the tenderer's experience.

(6) A document authorizing the person who shall submit the Award Documents Envelope, if it will not be submitted by the tenderer to whom the contract shall be awarded or its legal representative.

(7) If the tenderer, to whom the contract shall be awarded, is an association of persons submitting a joint tender, it shall be required to submit the respective documents of par. (1) to (6) hereof, for each member of the association.

2. Opening and review of the award documents

2.1 Following the evaluation of the tenders, the Contracting Authority shall notify in writing the tenderer, who shall be awarded the contract ("provisional contractor"), to submit –within ten (10) days upon notification of the respective written notice to the tenderer– the originals or copies which were reproduced according to the provisions of Article 1 Law no. 4250/2014 (GG A 74) of all above award documents. All documents shall be produced in a sealed envelope, which shall be timely delivered to the Tender Committee of Article 12 par. 1 hereof. The envelope with the award documents shall be opened at an open meeting of the Committee, and all other tenderers –whose tenders were not rejected as inadmissible and who are entitled to attend the meeting and to be informed of the documents submitted– shall be notified by fax. As above mentioned, access of the interested parties to said documents shall be granted upon request, namely by examining said documents at the Contracting Authority's head office.

2.2 If these documents are not produced or if the ones submitted have deficiencies, the provisional contractor shall be granted additional time to produce or supplement them within five (5) days upon the service of a written notice to the provisional contractor. The Contracting Authority may extend said period if this is adequately justified, for a maximum period of fifteen (15) more days.

2.3 If during the review of the above documents it is established that the information stated in the tender are false or incorrect, the provisional contractor's rights shall be declared to be revoked in respect of the award, and the contract shall be awarded to the tenderer who submitted the next most economically advantageous tender based on the principle of value for money, according to the

specific award criteria, as determined in the contract documents, without taking into account the tender of the tenderer which was rejected. If none of the tenderers submitted a true or exact statement, the awarding procedure shall be cancelled.

2.4 If the provisional contractor fails to submit within the predetermined period of time all required originals or copies of the above documents, the provisional contractor's rights shall be declared to be revoked in respect of the award, subject to the provisions of Article 104 par. 2 Law no. 4412/2016 and the contract shall be awarded to the tenderer who submitted the next most economically advantageous tender based on the principle of value for money, according to the specific award criteria, as determined in the contract documents, without taking into account the tender of the tenderer which was rejected. If none of the tenderers produced one or several required documents and evidence, the procedure shall be cancelled.

2.5 If the above documents, which were legally and timely produced, do not prove that the grounds for exclusion were not met or that one or several among the requirements of the qualitative selection criteria were fulfilled, the provisional contractor's rights shall be declared to be revoked and the contract shall be awarded to the tenderer who submitted the next most economically advantageous tender based on the principle of value for money, according to the specific award criteria, as determined in the contract documents, without taking into account the tender of the tenderer which was rejected. If none of the tenderers produces evidence that said tenderer fulfils the quality selection criteria according to the above, the procedure shall be cancelled.

2.6 The reviewing process of the above documents shall be completed with the drafting of the minutes by the Tender Committee and delivery of the envelope to the Contracting Authority in order to decide to either declare that the provisional contractor's rights are revoked, to either cancel the procedure according to paragraphs 2.3, 2.4 or 2.5 above or to award the contract. The results of the review regarding these documents shall be validated with the award decision.

3. Award Decision – Award Notice – Conclusion of the Contract – Guarantees

Following the Minutes by the Committee of par. 2 hereof, the Contracting Authority shall deliver the respective award decision which shall be necessarily served, together with a copy of all minutes drafted during the tenders' review and evaluation process, on every tenderer, apart from the provisional contractor by any appropriate means, such as fax, email, etc., with proof of receipt. The award decision shall mandatory indicate all periods for the submission of objections pursuant to Article 16 hereof. The provisional contractor who shall be awarded the contract shall be sent a notice after examining any submitted objections according to Article 16 hereof or if the respective periods expired without any action being performed; in this notice the provisional contractor shall be invited to proceed within twenty (20) days and sign the contract, which shall be based on the award decision, the terms hereof and the Contractor's tender. The provisional contractor shall also submit a good performance letter of guarantee, in the amount of 5% of the budget in the Call for Tenders, not including VAT, and all documents referred to in paragraph 1 hereof, which must be updated, if necessary. The Contracting Authority shall contract the institutions which are mentioned to have issued said guarantees so as to ascertain their validity.

Pursuant to the above, the Contract is deemed to have been concluded, and the Contract below is merely used as evidence.

If the tendered contract is awarded to an association, the Contracting Authority, before the contract is signed, may invite the association to be converted into a Consortium as defined under the current institutional framework, which is established by notarial deed, or into a commercial company, which is established pursuant to the Commercial Law, and to produce all respective documentation regarding its establishment to the Contracting Authority.

In case the Contractor does not wish or is unable to conclude the contract, the provisional contractor's rights shall be declared to be revoked and it may be decided that the contract shall be awarded to the tenderer who gave the next most economically advantageous tender based on the principle of value for money or that the tendering procedure shall be resumed or cancelled. In any case, the decision shall be taken against the above person, and therefore it shall be required to take all measures necessary to restore the damages suffered by the Contracting Authority.

ARTICLE 16: OBJECTIONS

1. All objections against the acts of the Contracting Authority may be submitted within a period of five (5) days upon notification of the contested act to the interested economic operator. In order to submit an objection against the Call for Tenders or the invitation, said objection shall be lodged up to five (5) days before the deadline for the submission of tenders.

2. The objection shall be brought before the Contracting Authority, who shall decide within ten (10) days, and if the respective period expires without any action being performed it shall be presumed that the objection was rejected. For the admissibility of the objection it is required to pay, together with the lodged objection, stamp duty in favour of the State, amounting to one per cent (1%) of the estimated contract value. Said stamp duty shall be considered as public revenue. The stamp duty shall be refunded by act of the Contracting Authority, if the objection is upheld.

ARTICLE 17: ANNULMENT – CANCELLATION OF THE TENDER

1. By means of its specific and justified decision, and following the opinion of the Tender Committee, the Contracting Authority shall cancel the low-value tender without any charges for the tenderers:

a) if the procedure became futile either because no tender was submitted or because all tenders were rejected or all tenderers were excluded, in accordance with the terms hereof; or

b) pursuant to the last subparagraph in Article 15 par. 2.5 hereof.

2. The tender may be cancelled by means of a specific and justified decision by the Contracting Authority, without any charges for the tenderers, following the opinion of the competent body, in the following cases:

a) due to the irregular conduct of the awarding procedure;

b) if any of the economic and technical parameters which are associated with the awarding process were substantially altered and the execution of the contractual subject is no longer of interest to the Contracting Authority;

c) if due to force majeure, the contract cannot be normally performed;

d) if the selected tender is deemed as not economically advantageous;

e) if the validity term of the tenders has expired, taking into account all mentioned in Article 7 par. 4 hereof;

f) for other imperative reasons of public interest, such as in particular public health or protection of the environment.

3. If any errors or omissions were detected at any stage of the awarding procedure, the Contracting Authority may, following the opinion of the competent body, partially cancel the procedure or reshape it according to its result or decide to resume it from the point where the error or omission emerged.

4. If the grounds for the cancellation of the procedure referred to in paragraphs 1 and 2 are met, the Contracting Authority shall cancel the entire tender.

5. The Contracting Authority also reserves the right, following the opinion of the competent body, to decide, together with the cancellation of the procurement process, whether to repeat any phase of the procurement process, after amending its terms or not.

ARTICLE 18: CONTRACT EXECUTION TERMS – INTELLECTUAL PROPERTY RIGHTS

A. 1. The Contractor shall provide all services undertaken, in accordance with the Contractor's financial tender and the time specified in the call for tenders.

6. The Financial Consideration shall be paid as provided for in the contract (up to ten (10) % of the partial disbursements of each financing).

2. Before payment, the Contractor shall submit the respective documents, as well as tax and social security certificate, pursuant to the provisions of the contract to be signed.

3. The good performance letter of guarantee shall be drafted in accordance with all detailed in the attached contract draft and shall be forfeited in case the terms of the contract were violated.

4. By decision of the Contracting Authority and following the suggestion of the Receipt Committee the financing of the project shall be interrupted and the contract shall be terminated if the Contractor faultily fails to provide the services under the contract terms.

5. The specific and detailed terms regarding the execution of the contract are elaborated in the draft of the contract to be signed with the Contractor, which is attached hereto.

6. In objectively justified cases, if both contracting parties agree, in compliance with the provisions of Article 132 Law no. 4412/2016, and the amendment is provided for by a contractual term, the contract may be amended, following the opinion of the Contracting Authority's competent body.

7. All material produced during the execution of the project by the Contractor shall be the property of the Contracting Authority, who shall have the right to use it freely. All respective intellectual property rights –regarding operations which have been developed during the project by the Contractor– are expressly granted to the Contracting Authority, without any additional remuneration apart from the remuneration provided for in the contract. The Contractor undertakes to facilitate the Contracting Authority, by providing all information in case the project is upgraded in the future.

B. 1. Applied principles for the contract procurement process

The financial operators are committed to:

- a) abide by and continue to abide during the execution of the contract, if they were selected, by their obligations under the provisions of all environmental, social security and labour laws, which have been established according to the Union law, the national law, collective agreements or international provisions of environmental, social security and labour law, as listed in Annex X of Appendix A Law no. 4412/2016. The compliance with these obligations shall be inspected and confirmed by the bodies which supervise the execution of public contracts and all competent public authorities and services, acting within the limits of their responsibility and competence.
- b) refrain from any unfair, illegal or abusive actions throughout the awarding procedure and during the execution of the contract, if they are selected.
- c) take all appropriate steps to safeguard the confidentiality of all information which has been classified as such.

ARTICLE 19: LANGUAGE OF THE TENDER – NOTIFICATIONS – APPLICABLE LAW

1. The official language of the tender and the Contract to be signed is Greek and all specified in Article 8.1 hereof shall apply to any foreign candidates.
2. All notifications by the competent organs of the Contracting Authority to the tenderers shall be sent via by facsimile (fax) to the number stated by each tenderer.
3. This Call for Tenders is governed by the Hellenic Law and more specifically the provisions of Law no. 4412/2016 "Public Works Contracts, Public Supply Contracts and Public Service Contracts (Adaptation to Directives 2014/24/ EU and 2014/25/EU)" (GG A/147/2016, low-value tender), as currently in force. The subject of the project regards the provision of services.

This tender is also governed by the general prohibition of distortion of free competition, the general principles of transparency and equal opportunities for all interested parties, as well as all provisions specified herein.

ARTICLE 20: PUBLICITY

A. Publication at a national level

The entire text of this Call for Tenders was registered in the Central Electronic Registry for Public Procurement (KIMDIS), on the website et.diavgeia.gov.gr of the National Printing House (Diavgeia); a summary hereof, as provided for in Article 2 par. 4 (16) Law no. 3861/2010, was posted online, on the website <http://et.diavgeia.gov.gr/> (DIAVGEIA PROGRAMME), and registered online, on the Contracting Authority's website, at the following URL: www.filmfestival.gr, where it shall be posted until 11/12/2017.

A summary of the Call for Tenders shall be published in one newspaper of Thessaloniki and one in Athens.

B. Publication in <http://ted.europa.eu/TED/main/HomePage.do>

C. Publication expenses

All expenses for the publications in the Hellenic Press shall be borne by the Contractor.

ANNEX A: STANDARD SOLEMN DECLARATION FORM (TEYD)

Article 79 par. 4 Law no. 4412/2016 (GG A 147) for public procurement procedures below the limits of the Directives

Part I: Information regarding the Contracting Authority and the awarding procedure

Provision of publication information at a national level, which allow the unambiguous identification of the public procurement process:

A: Name, address and contact details of the Contracting Authority (CA)/Contracting Operator (CO)

- Name: THESSALONIKI INTERNATIONAL FILM FESTIVAL.
- Contracting Authority/Contracting Operator KIMDIS Code: 99221476
- Postal address/City/Post. Code: 10 Aristotilelous square, 54623, Thessaloniki, 7 D. Areopagitou Street, 11742 Athens
- Contact persons: Maria Naltsatziadou / Maria Tziola
- Telephone number: 00302310378400 / 00302108706000
- E-mail: info@filmfestival.gr
- Online address (URL): www.filmfestival.gr

B: Information on the procurement procedure

- Title or brief description of the public procurement (including the respective CPV):
"CREATIVE EUROPE – CONSULTANT REGARDING EUROPEAN AUDIO VISUAL PROGRAMMES (MEDIA SUB-PROGRAMME) OF THE THESSALONIKI INTERNATIONAL FILM FESTIVAL FOR THE YEAR 2018, TOGETHER WITH AN OPTION AND THE RIGHT TO EXTEND/RENEW THE CONTRACT FOR ONE ADDITIONAL YEAR (2019)", cpv 72224000-1
- KIMDIS Code: ADAM: 17PROC002223855
- The contract relates to works, supplies or services: Services
- Reference number attributed to the envelope by the Contracting

Authority:FKTH/351/2017

ALL OTHER INFORMATION IN EVERY TEYD SECTION SHALL BE FILLED IN BY THE
ECONOMIC OPERATOR

Part II: Information regarding the economic operator

A: Information regarding the economic operator

<i>Identification details:</i>	<i>Response:</i>
Full Name:	[]
Tax Identification Number (TIN): If there is no TIN in the economic operator's country of establishment, please provide another national identification number, if required and existing	[]
Postal address	[.....]
Competent person/s ¹ :	[.....]
Telephone number:	[.....]
E-mail:	[.....]
- Online address (URL) (<i>if any</i>):	[.....]
<i>General information:</i>	<i>Response:</i>
The economic operator is a micro, small or medium-sized enterprise ¹ ?	
<i>Way of participation:</i>	<i>Response:</i>
Is the economic operator jointly involved in the public procurement process together with other persons ¹ ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>If yes, please submit a separate TEYD for all other economic operators involved.</i>	
If yes: a) Indicate the role of the economic operator in the association or consortium (head, responsible for specific tasks ...): b) Indicate other economic operators who jointly participate in the procurement process:	a) [.....] b) [.....] c) [.....]

c) If necessary, the name of the participating association or consortium.	
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B: Information about the legal representatives of the economic operator

Where applicable, indicate the name and address of the person or persons competent/authorized to represent the economic operator for the purposes of this public procurement procedure:

Representation, if any:	Response:
Full Name	[.....]
together with date and place of birth, if required:	[.....]
Position/Acting in the capacity of:	[.....]
Postal address:	[.....]
Telephone number:	[.....]
E-mail:	[.....]
If necessary, provide details regarding the representation (forms, scope, purpose ...):	[.....]

C: Information on the support by the capacities of other OPERATORS¹

Support:	Response:
Is the economic operator supported by the capacities of other economic operators in order to abide by the selection criteria which are established in Part IV and (any) criteria and rules set out in Part V below?	<input type="checkbox"/> Yes <input type="checkbox"/> No

If yes, please attach a separate TEYD with all information required according to Sections A and B of this Part and according to Part III, for each one of the operators concerned, which must be correctly filled in and signed by their legal representatives.

It must be pointed out that they shall also include the technical staff or technical services, whether belonging directly to the economic operator's undertaking or not, especially all persons responsible for quality control and, in case of public contracts, the technical staff or technical services available to the economic operator for the execution of the contract.

If it is related to the specific capacity/ies supporting the economic operator, please include all information required according to parts IV and V for each one of the economic operators.

D: Information regarding subcontractors, whose capacity does not support the economic operator

It is clarified that this section must be completed

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

In addition to the information provided for in this section, please provide all information required according to sections A and B of this Part and according to Part III for each subcontractor (or subcontractor category).

Part III: Grounds for exclusion

A: Grounds for exclusion related to criminal convictions

Article 73 par. 1 sets out the following grounds for exclusion:

1. participation in a **criminal organization**¹;
2. **corruption**^{1,1};
3. **fraud**¹;
4. **terrorist offences or offences linked to terrorist activities**¹;
5. **money laundering or terrorist financing**¹;
6. **child labour and other forms of trafficking**¹.

<i>Grounds related to criminal convictions:</i>	<i>Response:</i>
<p>Is there a final conviction against the economic operator or any person¹ who is a member of the operator's administrative, management or supervisory body or has any power to represent it, make decisions regarding it or control it on one of the grounds listed above (items 1-6), or any conviction which was delivered five years ago at the most, or which expressly provides for an exclusion period which is still in force?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><i>If this documentation is available online, please indicate: (internet address, issuing authority or operator, exact details of the documents):</i> <i>[.....][.....][.....][.....]</i>¹</p>
<p>If yes, please indicate¹:</p> <p>a) Date of the conviction, also</p>	<p>a) Date:[];</p>

<p>specifying which one among items 1-6 is related to the ground(s) of the conviction;</p> <p>b) Identify the person convicted [];</p> <p>c) If directly mentioned in the conviction:</p>	<p>item(s): [];</p> <p>ground(s):[]</p> <p>b) [.....]</p> <p>c) Duration of the exclusion period [.....] and corresponding item(s) []</p> <p><i>If this documentation is available online, please indicate: (internet address, issuing authority or operator, exact details of the documents):</i></p> <p>[.....][.....][.....][.....]¹</p>
<p>In case of a conviction, has the economic operator taken any steps to evidence its reliability despite the existence of the relevant ground for exclusion ("self-cleansing")¹?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>If yes, please describe the steps taken¹:</p>	<p>[.....]</p>

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

<p>Payment of taxes or social security contributions:</p>	<p>Response:</p>	
<p>1) Has the economic operator fulfilled all its obligations regarding payment of taxes or social security contributions¹, in Greece and in the country where it was established?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>If no, please indicate:</p> <p>a) Respective country or Member State:</p> <p>b) What is the amount?</p> <p>c) How was the breach of obligations ascertained?</p> <p>1) By means of a judicial or administrative decision?</p> <p>- Is said decision final and binding?</p> <p>- Indicate the date of the conviction or the decision</p> <p>- In case of a conviction, if expressly specified therein, the duration of the exclusion period:</p> <p>2) By other means? Please specify:</p> <p>d) Has the economic operator fulfilled its obligations either by paying any taxes or social security contributions due, including, where appropriate, any accrued interest or fines or by being subject to a binding settlement for their payment?</p>	<p>TAXES</p> <p>a) [.....];</p> <p>b) [.....]</p> <p>c.1) <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>- <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>- [.....];</p> <p>- [.....];</p> <p>c.2) [.....];</p> <p>d) <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, please provide detailed information</p> <p>[.....]</p>	<p>SOCIAL SECURITY CONTRIBUTIONS</p> <p>a) [.....];</p> <p>b) [.....]</p> <p>c.1) <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>- <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>- [.....];</p> <p>- [.....];</p> <p>c.2) [.....];</p> <p>d) <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, please provide detailed information</p> <p>[.....]</p>

<i>If the respective documentation relating to the payment of taxes or social security contributions is available online, please indicate:</i>	<i>(internet address, issuing authority or operator, exact details of the documents):¹ [.....][.....][.....]</i>
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Part IV: Selection Criteria

With regard to the selection criteria (sections A and B of this Part), the economic operator states that:

A: Economic and financial standing

The economic operator must provide information only when the respective selection criteria have been determined by the Contracting Authority or the contracting operator in the respective Call for Tenders or in the invitation or in the contract documents indicated in the Call for Tenders.

<i>Economic and financial standing</i>	<i>Response:</i>
<p>1) The average annual turnover of the economic operator for the number of years required in the respective Call for Tenders or in the invitation or in the contract documents is the following:</p> <p><i>If this documentation is available online, please indicate:</i></p>	<p>(number of years, average turnover): [.....],[.....][...]currency</p> <p><i>(internet address, issuing authority or operator, exact details of the documents):</i> [.....][.....][.....]</p>
<p>2) In case the information on the turnover (either general or specific) are not available for the entire period required, please indicate the date on which the economic operator was established or began its activities:</p>	<p>[.....]</p>

B: Technical and professional capacity

The economic operator must provide information only when the respective selection criteria have been determined by the Contracting Authority or the contracting operator in the respective Call for Tenders or in the invitation or in the contract documents indicated in the Call for Tenders.

Technical and professional capacity	Response:								
<p>1) During the reference period¹, the economic operator has mainly delivered the following kind of merchandise or has mainly provided the following kind of services:</p> <p>When drafting the corresponding list, please indicate the amounts, dates and public or private recipients¹:</p>	<p>Number of years (this period is specified in the respective Call for Tenders or in the invitation or the contract documents referred to in the Call for Tenders):</p> <p>[.....]</p> <table border="1" data-bbox="810 958 1390 1133"> <thead> <tr> <th data-bbox="810 958 954 1070">Description</th> <th data-bbox="954 958 1093 1070">Amounts</th> <th data-bbox="1093 958 1236 1070">Dates</th> <th data-bbox="1236 958 1390 1070">Recipients</th> </tr> </thead> <tbody> <tr> <td data-bbox="810 1070 954 1133"> </td> <td data-bbox="954 1070 1093 1133"> </td> <td data-bbox="1093 1070 1236 1133"> </td> <td data-bbox="1236 1070 1390 1133"> </td> </tr> </tbody> </table>	Description	Amounts	Dates	Recipients				
Description	Amounts	Dates	Recipients						
<p>2) The following degrees and qualifications are available from:</p> <p>a) the service provider or the Contractor;</p> <p>and/or (depending on the requirements set out in the respective invitation or the Call for Tenders or in the contract documents)</p> <p>b) its senior executives:</p>	<p>a)[.....]</p> <p>b) [.....]</p>								
<p>3) The economic operator intends to subcontract¹ to third parties the following part (i.e. percentage) of the contract:</p>	<p>[.....]</p>								

Part V: Final Statements

I, the undersigned, hereby duly state that the information I have mentioned according to Parts I - IV above is accurate and correct and that I am fully aware of the consequences in case of serious misrepresentation.

I, the undersigned, hereby duly state that I am able, upon request and without any delay, to provide the certificates and other forms of documentation mentioned^A, unless:

a) the Contracting Authority is able to directly receive the respective documentation, by accessing a national database in any Member State where it is provided free of charge;

b) the Contracting Authority has already acquired the respective documents.

I, the undersigned, duly grant my consent to the Thessaloniki International Film Festival, in order to access all documentation regarding the information I have submitted under section of this standard solemn declaration form (TEYD) for the purposes of this low-value tender for the Contracting Authority, according to all mentioned in the Call for Tenders ... _/2017, which was posted on the Contracting Authority's website, www.filmfestival.gr, on KIMDIS and DIAVGEIA.

ANNEX B: STANDARD FORM OF THE FINANCIAL TENDER

Tender Number: {filled in by the Service}
EMPLOYER THESSALONIKI INTERNATIONAL
FILM FESTIVAL

CONTRACT:

“CREATIVE EUROPE – CONSULTANT REGARDING EUROPEAN AUDIO VISUAL PROGRAMMES (MEDIA SUB-PROGRAMME) OF THE THESSALONIKI INTERNATIONAL FILM FESTIVAL FOR THE YEAR 2018 TOGETHER WITH AN OPTION AND THE RIGHT TO EXTEND/RENEW THE CONTRACT FOR ONE ADDITIONAL YEAR (2019)”

CALL FOR TENDERS DETAILS Call for Tenders no. FKTH/351/2017

The standard price of our tender for the project: “CREATIVE EUROPE – CONSULTANT REGARDING EUROPEAN AUDIO VISUAL PROGRAMMES (MEDIA SUB-PROGRAMME) OF THE THESSALONIKI INTERNATIONAL FILM FESTIVAL FOR THE YEAR 2018 together with an option and the right to extend/renew the contract for one additional year (2019)”, as described in the Call for Tenders FKTH/351/2017 and our Technical Tender, shall amount to a percentage of% of the amount of each financing, not including VAT. The corresponding VAT amounts to....., namely our total remuneration shall amount to, including VAT.

Date

Tenderer’s stamp and signature

ANNEX C: CONTRACT DRAFT

“CREATIVE EUROPE – CONSULTANT REGARDING EUROPEAN AUDIO VISUAL PROGRAMMES (MEDIA SUB-PROGRAMME) OF THE THESSALONIKI INTERNATIONAL FILM FESTIVAL FOR THE YEAR 2018 TOGETHER WITH AN OPTION AND THE RIGHT TO EXTEND/RENEW THE CONTRACT FOR ONE ADDITIONAL YEAR (2019)”

In Thessaloniki, today between:

ON THE ONE HAND, the Thessaloniki International Film Festival, with registered head office in Thessaloniki (10 Aristotelous Square, PC 54623), legally represented by Elise Jalladeau, hereinafter referred to as the “Contracting Authority”;

ON THE OTHER HAND,, with registered head office in hereinafter referred to as the “Contractor”, legally represented by

and after having taken into account:

- (1) The Call for Tenders and the other tender awarding documents for the selection of the Contractor, according to the system of the most economically advantageous tender, **following its technical evaluation**, for the project: “CREATIVE EUROPE – CONSULTANT REGARDING EUROPEAN AUDIO VISUAL PROGRAMMES (MEDIA SUB-PROGRAMME) OF THE THESSALONIKI INTERNATIONAL FILM FESTIVAL FOR THE YEAR 2018 TOGETHER WITH AN OPTION AND THE RIGHT TO EXTEND/RENEW THE CONTRACT FOR ONE ADDITIONAL YEAR (2019)”.
- (2) The Contractor’s technical and financial tender.
- (3) The tender envelope of the project above and decision no. by the Contracting Authority on the final award of that tender.

The following was agreed upon and mutually acknowledged:

ARTICLE 1: PRIORITISATION OF CONTRACT DOCUMENTS

The documents listed in the Annexes are binding on the parties and constitute an integral part of the Contract, hereafter being considered as the contract documents (hereinafter referred to as the "Contract Documents"). As regards all issues not mentioned herein, all provisions of the contract documents shall apply in the following order:

- a. The Contract.
- b. The Call for Tenders.
- c. The Contractor's Financial Tender.
- d. The Contractor' Technical Tender.

Any specifications which shall be given on the above documents during the procedure shall be hierarchized according to the Contract Document to which they relate.

ARTICLE 2: AWARD – SUBJECT OF THE CONTRACT

2.1. The Contracting Authority assigns and the Contractor assumes the following project: "CREATIVE EUROPE – CONSULTANT REGARDING EUROPEAN AUDIO VISUAL PROGRAMMES (MEDIA SUB-PROGRAMME) OF THE THESSALONIKI INTERNATIONAL FILM FESTIVAL FOR THE YEAR 2018, together with an option and the right to extend/renew the contract for one additional year (2019)", as provided for in detail in the Contract Documents. The Contractor is obliged to perform the project flawlessly and shall be responsible for its completion under the terms of the contract. The Contractor shall act together with the Contracting Authority and its services during the implementation of the project, in order to resolve all problems emerging during the execution of the project, shall supervise the works and shall be informed thereof at the place of their implementation, shall participate in meetings and follow all developments concerning the Programmes, and shall participate in and facilitate all administrative and financial audits by the E.U.

ARTICLE 3: OBLIGATIONS OF THE CONTRACTOR

- a) The Contractor undertakes to abide by all applicable provisions of laws, instructions and standards of the managing operator throughout the duration of the projects' integration process and the tendering process for the sub-projects.
- b) The Contractor shall cover all the Project's needs, in accordance with all stated herein; as part of its obligations under the Contract, whenever the Contractor forms an opinion, the Contractor must do so in due time and in writing, expressing its reasoned arguments and bearing sole responsibility for them.
- c) It is expressly agreed between the contracting parties that in cases (a), (b) hereof, the Contractor shall be liable towards the Contracting Authority and the maximum amount shall be a percentage of 10% of the contract amount, for any injury and/or damage (either incidental or consequential) of the (Contracting Authority), which may be caused due to the actions and/or omissions of the Contractor and/or its collaborators.
- d) The Contractor states that it has the appropriate organization and infrastructure, is able to maintain the required scientific staff, according to the current needs of the Project, and shall be liable for any injury or damage to persons, which may arise from any acts or omissions of the Contractor or its collaborators and employees, on the Contractor's behalf.
- e) The Contractor undertakes to use the appropriate personnel, who shall participate in the Project solely as the Contractor's staff or collaborators, while the Contracting Authority has no obligation to recruit any staff or to conclude any other collaboration with the staff who shall be involved in the Contractor's tasks when performed. The Contracting Authority shall not be held liable for any acts or omissions by the Contractor, its staff and its external collaborators, who shall have no employment relationship with the Contracting Authority.
- f) The Contractor shall undertake all expenses of the Contracting Authority, in case of any legal or extra-judicial disputes between the Contracting Authority and a third party, if said dispute is due to the breach of the Contractor's contractual obligations or the violation of any laws during the execution of the Contractor's contractual obligations.
- g) The Contractor shall deliver without penalty, at a time determined by the Contracting Authority, any Project or task (either completed or not) the Contractor

has performed or acquired, as well as all supporting documentation, and shall require from its staff and collaborators to do the same, personally guaranteeing on its own responsibility that the Contractor's collaborators shall act accordingly, otherwise the Contractor shall be held liable for any damage suffered by the Employer.

h) The Contractor shall keep documents regarding the works performed, which must be deposited with Services and must be submitted to the Contracting Authority at least three (3) days before the deadline for their deposit.

i) The Contractor is required to explore the possibility to finance the actions of the Thessaloniki International Film Festival from other European audio visual programmes and shall support all applications submitted for them.

j) The Contractor is required to train the employees of the Contracting Authority as regards the process of exploring the possibility to apply for the MEDIA Programme and other similar European Programmes and to support and strengthen the administrative capacity and expertise of the Contracting Authority's services as regards any supervision/monitoring procedures for the implementation of the project, thus assuring its accelerated implementation, enhancing the quality of management, monitoring the results of this implementation and immediately absorbing all approved resources.

k) The Contractor is obliged to continue the provision of services for one additional year (2019) with the same total cost (remuneration, general travel and accommodation expenses), namely a percentage of 10% of the amount of any financing, if requested by the Contracting Authority before the expiry of the initial contract.

ARTICLE 4: PRICE – PAYMENT METHOD – GUARANTEES

A. The price-consideration to be paid by the Contracting Authority to the Contractor for the execution of the Project (Financial Consideration) shall correspond with the Contractor's financial tender, which is an integral annex hereof, amounting to 10% (in words: ten per cent in Euros) of the amount of any financing to be received by the European Programme MEDIA for the events included in the contract, plus 24% VAT (or the applicable VAT at the time of each payment), and shall be paid after the

respective financing was received. There shall be no provision for the indexation or other adjustment of the financial consideration.

The Financial Consideration shall be paid for all obligations, works and expenses of the Contractor, its legal representatives, its collaborators and employees, on its behalf, which arise from the Contract Documents of the tender and the project conditions.

B. The Contractor shall be paid in accordance with the following:

1. The price (consideration) shall be paid after the amount of financing is released by the Contracting Authority. It is expressly agreed that if the amount of financing is not released, the payment to the Contractor shall be accordingly postponed until it is released, and in case it is cancelled the Contractor shall not be able to make any claims against the Contracting Authority, which shall arise from the Contractor's services which were provided at any time and in any way.

2. The Contractor shall timely complete each individual work within its obligations or shall promptly inform the Contracting Authority of the actions required so as to ensure the smooth implementation of all Actions.

4. In addition to all above mentioned under B.1., in order to pay the Contractor the Contracting Authority's competent committee shall be required to draft and sign protocols regarding the receipt of the contract deliverables.

The other documents required in order to pay the Contractor are:

a. The Contractor's invoice.

b. A repayment receipt by the Contractor, if the document does not include the indication REPAID.

c. Tax and social security certificates, which shall be valid on the payment date.

d. Any other document which may be requested by the Contracting Authority's competent services who conduct audits and payments.

5. All legal tax deductions according to the current Hellenic laws shall be imposed on the net value of the Contractor's invoices. Said deductions shall be evidenced by the respective certificate.

C. In order to sign this Contract, the Contractor produced to the Employer the Good Performance Letter of Guarantee no. Before or upon signing this Contract, the Contractor must deposit a Good Performance Letter of Guarantee, amounting to

a percentage of 5% of the budget indicated in the Call for Tenders, not including VAT, namely the total amount of 2,950.00 Euros; its content shall correspond to the provisions of Article 157 Law no. 4281/2014 (GG 160 A). The Good Performance Letter of Guarantee is issued by credit institutions, who are legally operating in the European Union or the European Economic Area Member States or the Member States of the Agreement on Government Procurement by the World Trade Organization, which was ratified with Law no. 2513/1997 (GG A 139) and who have this right according to the current provisions. It may also be issued by the ETAA-TSMEDE (Unified Insurance Fund for the Self-Employed – Engineers and Public Contractors Pension Fund) or provided with a promissory note by the Deposits and Loans Fund, following the respective deposit of the corresponding amount.

The Good Performance Letter of Guarantee produced by the Contractor shall be forfeited if the terms hereof were violated.

The Good Performance Letter of Guarantee of the Contract shall be returned after the final quantitative and qualitative delivery of the Project, following the settlement of any claims by both contracting parties.

ARTICLE 5: CONTRACT TERM – TIME SCHEDULE OF THE WORKS

The Contractor shall fulfil all contractual obligations from the date of signing hereof and up to 31.12.2018. In any case, this Contract shall be binding on the Contractor until its full financial settlement and after the final delivery was completed.

The regular reports provided for in Article 2 of the Call for Tenders, which must be submitted by the Contractor with reference to the services rendered and their documentation, shall be submitted by the end of each quarter.

The contract shall enter into force upon signing and shall be valid for one year. Before the initial contract expires, the Contracting Authority has the right to unilaterally extend it under the same terms for one additional year after its expiration.

ARTICLE 6: PROHIBITION OF SUBSTITUTION

The Contractor may not be substituted without the written approval of the Contracting Authority. In any case, the substitution approval for the Contractor shall

be fully justified, both as regards the Contractor's request and the approval decision by the Contracting Authority. Finally, any assignment or substitution shall be made only in writing and shall entail the respective amendment of the Contract.

ARTICLE 7: FORCE MAJEURE

No obligation under this Contract shall be deemed to have been breached by any of the contracting parties, to the extent that said party may evidence that the failure to meet this obligation was due to a force majeure event. The party invoking a force majeure event is required, within twenty (20) days after the force majeure event took place, to report it in writing and to provide all necessary evidence.

ARTICLE 8: PROCEDURAL REPRESENTATIVE

All services, judicial or extrajudicial documents and notifications made in accordance with the provisions of the Contract, shall be serviced on or submitted in writing to the legal representative of the other party. The Contractor shall appoint as procedural representative, whose address is at The service/notification/disclosure of any documents to the procedural representative shall be considered as legal service/notification/disclosure to the Contractor.

ARTICLE 9: CONFIDENTIALITY

Without the Contracting Authority's prior written consent, the Contractor shall not disclose any confidential information granted to the Contractor or which the Contractor discovered during the implementation of the Project, shall not disclose any data, documents and information brought to the Contractor's attention regarding the Contract, and shall require from its staff, subcontractors and any collaborator to abide by said obligation. In case the Contractor breaches the above obligation, the Contracting Authority is entitled to claim compensation for any damage and to request from the Contractor to stop disclosing said confidential information and to omit this act in the future. The Contractor may not make any public statements regarding the Project without the Contracting Authority's prior consent, may not participate in activities which are incompatible with the Contractor's obligations

towards the Contracting Authority and may not bind the Contracting Authority in any way, without its prior written consent.

During the performance of their duties, all executives of the Contracting Authority and all persons authorized by it shall not disclose to anyone, except to persons who are entitled to know, any information acquired by them during and due to the execution of the Project, concerning any technical or commercial matters or methods of construction or operation of the Project or the Contractor.

ARTICLE 10: INTELLECTUAL PROPERTY ISSUES

All reports and any other related document which was acquired, gathered or drafted by the Contractor during the performance of the Contract shall be confidential and shall belong solely to the Contracting Authority. The Contractor shall keep copies of all documents and data, but is not allowed to use them for other purposes without the Contracting Authority's prior consent. The property right on the Project which is produced shall belong solely to the Contracting Authority. As to the remainder, the provisions of Law no. 2121/1993 on Intellectual Property shall apply.

ARTICLE 11: PENALTIES – REVOCATION OF THE CONTRACTOR'S RIGHTS

In case the Contractor faultily fails to timely render the contract services, the Contractor's rights shall be declared to be revoked and the penalties provided for in Law no. 4412/2016 shall be applied. In any case, the Contractor's liability for any compensation is limited to a maximum percentage of 10% of the contract value, *for any injury and/or damage (either incidental or consequential) of the (Contracting Authority), which may be caused due to the actions and/or omissions of the Contractor and/or its collaborators.*

ARTICLE 12: GENERAL TERMS

In objectively justified cases and if both contracting parties agree this Contract may be amended, following the opinion of the Receipt Committee.

This Contract, its Annexes and other Contract documents, as referred to in Article 1 hereof, shall constitute the only agreement between the parties. For any matters which are not expressly regulated herein, all indicated in the attached Contract

Documents shall apply. The invalidity of a term in the Contract shall not lead to the invalidity of the Contract. Failure on behalf of the Contracting Authority to exercise any of its rights shall not be considered as a waiver of said rights, nor is it excluded that said right shall be exercised in the future. The headings of the articles hereof were set solely to facilitate the reader and do not play any role in the interpretation of the text.

ARTICLE 13: SETTLEMENT OF DISPUTES – JURISDICTION

This Contract and all other Contract Documents shall be exclusively governed by the Hellenic law. The courts of Thessaloniki, where the Contracting Authority’s registered head office is, shall have exclusive jurisdiction. In witness whereof, the contracting parties, the Contracting Authority and the Contractor signed this Contract in two (2) copies, and the Contract shall enter into force upon its signing.

THE PARTIES

Signed by

Signed by