Which laws did he amend?
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LAW NO. 4412 Government Gazette A 147 / 08.08.2016

Public Works, Procurement and Services (adaptation to Directives 2014/24 / EU and 2014/25 / EU).

THE PRESIDENT OF THE HELLENIC REPUBLIC

We issue the following law passed by the Parliament:

Article 1
Object - Scope


2. This law lays down rules: a) for the procedures for planning and awarding public contracts and design tenders falling within the scope of Book I (Articles 2 to 221), b) for the procedures for planning and awarding contracts and design tenders under Scope of Book II (Articles 2 and 222 to 338), (c) for governance, which are implemented, in accordance with Book III (Articles 339 to 344), by contracting authorities and contracting entities; and (d) protection in concluding contracts falling within the scope of Book IV (Articles 345 to 374). The provisions hereof shall apply,
The provisions of Articles 116 to 128 shall apply only to the contracts of indents a) of paragraph 2 with an estimated value below the limits of Article 5. The provisions of Articles 326 to 333 shall apply only to the contracts of indents b of paragraph 2 with an estimated value below within the limits of Article 235.

As amended by Article 22 LAW 4441/2016 with effect on 6/12/2016
See the evolution of the paragraph

4. The provisions of Articles 134 to 181 shall apply to the performance of works contracts of indents a’ and b’ of paragraph 2, in addition to the provisions of Chapter I of Part B of Book I (Articles 129 to 133) and Part B of Book II (Articles 335 to 338).

5. The provisions of Articles 182 to 199 shall apply to the performance of design contracts and the provision of technical and other related scientific services of indents a’ and b’ of paragraph 2, in addition to the provisions of Chapter I of Part B of Book I (Articles 129 to 133) and Part B of Book II (Articles 335 to 338).

6. The provisions of Articles 200 to 220 shall apply to the performance of supply and general service contracts referred to in subparagraphs (a) and (b) of paragraph 2, in addition to the provisions of Chapter I of Part B of Book I (Articles 129 to 133) and Part B of Book II (Articles 335 to 338).

7. When concluding contracts of cases a’ and b’ of paragraph 2, which are implemented as Public-Private Partnerships (PPPs), according to Law 3389/2005 (A’ 232) the the provisions of paragraphs 2 and 3 of Article 2, paragraph 7 of Article 4, subparagraphs b’ and c’ of paragraph 7 of Article 6, paragraphs 2 and 3 of Article 14, subparagraphs d’, e’ and f’ paragraph 2 of Article 19, paragraph 10 of Article 39, Article 44, paragraphs 6 to 8 of Article 45, Articles 49 to 53, paragraphs 7 to 9 of Article 54, paragraph 5 of Article 57, Articles 68, 72, 76 and 77, points (e) to (f) of paragraph 2 and paragraphs 4, 5, 6 and 11 to 16 of Article 86, paragraphs 4 and 5 of Article 87, paragraph 6 of Article 88, paragraphs 3 and 4 of Article 90, points (a),

As amended by Par.1 Article 57 LAW 4568/2018 with effect on 11/10/2018
See the evolution of the paragraph

Article 2
Definitions (Article 2 and Article 33 par. 1 paragraph 6` of Directive 2014/24 / EU and Article 2 of Directive 2014/25 / EU)
For the purposes of this, the following definitions apply:

(A) "contracting authorities" means the State, local authorities, bodies governed by public law or associations of one or more of these authorities or one or more of those bodies governed by public law and the contracting authorities within the meaning of Article 223 and (b) "contracting entities" means contracting entities within the meaning of Article 224;

2) "central government authorities (central authorities)" means the contracting authorities listed in Annex I to Appendix A and, where corrections or amendments have been made, the successors;

3) "non-central contracting authorities" means all contracting authorities other than central government authorities;

4) "bodies governed by public law" means bodies having all of the following characteristics: (a) established for the specific purpose of meeting general interest needs, not having an industrial or commercial character; (b) having legal personality; and (c) being funded; for the most part, by state authorities, local authorities or other bodies governed by public law or managed by such bodies or having an administrative, management or supervisory board of more than half by state authorities, local authorities or other bodies governed by public law,

5) "public contracts" and "works, services and supply contracts" means contracts for consideration which are concluded in writing between one or more economic operators and one or more contracting authorities / entities, respectively, and have as the execution of works, the supply of goods or the provision of services,

6) "public works contracts" and "works contracts" means contracts having as their object one of the following: (a) the execution or at the same time the study and execution of works relating to one of the activities listed in Annex II; of Appendix A and Annex I of Appendix B, b) the execution or at the same time the study and execution of a project, c) the implementation, by any means, of a project meeting the requirements set by the contracting authority / contracting entity influence on the genre or study of the project,

7) "project" means the result of a set of construction works or engineering works which in itself is sufficient to fulfill an economic or technical function. The execution of the works of the previous paragraph requires in particular the application of a study within the meaning of the present, using technical knowledge and methods and concerns new constructions, extensions, renovations, repairs - maintenance during operation, infrastructure demolition, especially in the categories of road construction, hydraulic, electromechanical, port, industrial - energy, networks,
8) "public supply contracts" and "supply contracts" means contracts for the purpose of purchasing, leasing, leasing or leasing-selling, with or without the right to purchase, products. A supply contract may, by the way, include installation work,

9) "public service contracts" and "service contracts" means contracts having as their object the provision of services, other than those referred to in indent 6;

(a) "public contracts for the preparation of studies and the provision of technical and other related scientific services" means those for the preparation of studies and the provision of technical and other related scientific services within the meaning of subparagraphs (a) and (b), respectively, of case 6; of paragraph 3, in accordance with Annex I of Appendix C, where the studies are not carried out and the services are not provided by the staff of the contracting authority,

(b) "public service contracts" means contracts having as their object the provision of services, other than those referred to in sub-indent (a) of this case, including consulting services, which as such means those which have as their object the design, planning, organization, management, monitoring, control and evaluation of operational and development programs and actions in all sectors of the economy, as well as in horizontal interventions, supporting their implementation by transferring the necessary relevant know-how, as well as the provision of external services (outsourcing) implementation of the above programs and actions. The consulting services include in particular economic studies, social studies,

10) "framework agreement" means an agreement concluded between one or more contracting authorities / entities and one or more economic operators, which is intended to lay down the conditions governing the contracts to be concluded during a particular period, in particular as regards prices and, where appropriate, quantities provided for,

11) "economic operator" means any natural or legal person or public entity or association of such persons and / or entities, including temporary business partnerships, which offers to the market the execution of works and / or projects, the supply of products or the provision of services. This concept includes the term "contractor" of Title 1 of Chapter II of Part B of this Book,

12) "tenderer" means an economic operator which has submitted a tender;
13) "candidate" means an economic operator which has requested to be sent or received an invitation to participate in a restricted procedure, in a competitive negotiated procedure, in a negotiated procedure without prior publication, in a competitive dialogue or in an innovation partnership;

14) "contract procedure document" or "contract document" means any document provided or referred to by the contracting authority / contracting entity for the purpose of describing or specifying details of the contract or award procedure, including the contract notice. Articles 63 and 293, the preliminary notice referred to in Article 62, the periodic indicative notice referred to in Article 291, if used as a means of tendering, the technical specifications, the descriptive document, the terms of the proposed contract, the documents from candidates and tenderers, information on general and specific obligations and any additional documents. Also,

15) "central procurement activities" means activities carried out on a permanent basis in one of the following forms: (a) the acquisition of goods and / or services intended for contracting authorities / entities, (b) the award of public contracts or the award of contracts -framework for works, goods or services intended for contracting authorities / entities,

16) "ancillary procurement activities" means activities consisting of the provision of support for procurement activities, in particular in the following forms: framework for works, goods or services; (b) advice on the conduct or design of public procurement / procurement procedures; (c) preparation and management of procurement / procurement procedures on behalf of and on behalf of the contracting authority concerned;

17) "Central Procurement Authority" (CCA) means: (a) a contracting authority providing central purchasing activities and, where appropriate, ancillary purchasing activities; (b) a contracting entity providing central purchasing activities and, where appropriate, ancillary shopping activities. Contracts awarded by KAA in order to carry out central purchasing activities shall be deemed to be performance contracts described in Articles 228 to 234. Article 237 shall not apply to contracts awarded by KAA for the purpose of carrying out central purchasing activities.

18) "National Central Market Authorities" (NRAs) means the NCAs which, in addition to the above, are also responsible for the national planning, scheduling, and coordination of central and ancillary market activities of all other NCAs.

19) "contracting service provider" means "contracting service provider" means a public or private body which offers ancillary purchasing activities on the market;
20) "in writing" or "in writing" means any set of words or numbers which can be read, reproduced and then communicated, including information transmitted and stored by electronic means;

21) "electronic medium" means electronic equipment for the processing (including digital compression) and storage of data transmitted, transmitted and received using a wired, wireless, optical or other electromagnetic medium;

22) "life cycle" means all successive and/or interconnected stages, including research and development, production, marketing and conditions, transport, use and maintenance, throughout the life span of a product or project or the provision of a service, from the acquisition of raw materials or the production of resources to the disposal, liquidation and termination of the service or Use,

23) "design contests" means procedures enabling the contracting authority/entity to obtain, in the areas of spatial planning, town planning, architecture and engineering or data processing, a design or design selected by jury after a competition, with or without awards,

24) "innovation" means the implementation of a new or significantly improved product, service or process, which includes but is not limited to production, reconstruction or manufacturing processes, a new marketing method or a new method of organizing business practices, workplace organization or external inter alia, with a view to contributing to addressing social challenges or supporting the Europe 2020 strategy for smart, sustainable and inclusive development,

25) "label" means any document, certificate or attestation certifying that a particular work, product, service, method or process meets certain requirements;

26) "trade mark requirement or requirements" means the requirements which a particular work, product, service or procedure must satisfy in order to obtain the mark in question;

27) "thresholds" means the thresholds provided for in Articles 5 and 235;

28) "public contracts above the threshold" and "contracts above the threshold" means public contracts and contracts within the meaning of the provision of indent 5 of this paragraph which are not exempted, under the exemptions provided for in Articles 7 to 17 and 237 to 252, of which the estimated value excluding value added tax (VAT) is equal to or higher than the limits laid down in Articles 5 and 235, respectively, as applicable,
of this paragraph which are not exempted by virtue of the exemptions provided for Articles 7 to 17 and 237 to 252, respectively, whose estimated value excluding value added tax (VAT) is below the limits of the provisions of Articles 5 and 235, as applicable,

30) "Concrete invitation to tender" means the simplified award procedure in which any interested economic operator may submit a tender in accordance with Articles 117 and 327;

31) "direct award" means the award procedure without prior publicity, in which the contracting authorities / contracting entities outsource to the economic operator of their choice, following a market investigation and consultation with one or more economic operators, in accordance with laid down in Articles 118 and 328,

32) "National Electronic Public Procurement System (ESIDIS)" means the Integrated Information System, which includes all the necessary elements for the planning and conclusion of public procurement and contracts, within the meaning of the provision of indent 5 of this paragraph, with the use and application of Information and Communication Technologies (ICT),

33) "ESIDIS users" means the contracting authorities / contracting entities and economic operators using ESIDIS;

34) "Central Electronic Register of Public Procurement (KIMDIS)" means the information system, which is part of the Ε.Σ.Η.Δ.Η.Σ. and aims to collect, process and publish data relating to public procurement and contracts, within the meaning of the provision of case 5 of this paragraph, in accordance with Article 11 of Law 4013/2011 (Α’ 204) and Article 38

35) "Single Independent Public Procurement Authority" or "Authority" means the Independent Administrative Authority established by Law 4013/2011,

36) "Member State" means any State which has acceded to the European Union;

37) "third country" means any State which has not acceded to the European Union;

38) "Union" means the European Union;

39) "Commission" means the European Commission;

40) "GPA" means the agreement on public procurement which was ratified by Greece with Law 2513/1997 (Α’ 139),
41) the terms "Public Sector", "General Government" and "Central Government" have the meaning defined in par. 1 of article 14 of law 4270/2014 (A’ 143),

42) "contract" means the written agreement between the contracting authority / contracting entity or the CAA and the contractor, of which all relevant documents of the contract in case 14, the contractor's offer and any modifications of this Agreement,

43) "Contractor" or "Contractor" or "Designer" or "Supplier" or "Service Provider" means the economic operator to whom it has been awarded by public contract or contract within the meaning of the provision of indent 5 of this paragraph; construction of the project or the design of the project or the supply of goods or the provision of services respectively.

As amended by Article 22 LAW 4441/2016 with effect on 6/12/2016

See the evolution of the paragraph

2. In addition to the definitions in paragraph 1, in particular for the purposes of applying Title 1 of Chapter II of Part B of Book I:

1) "Employer" or "Employer" means the State or other public sector body on whose behalf the public contract or contract is drawn up within the meaning of the provision of indent (5) of this paragraph or the project is constructed ,

2) "Project developer" means the competent contracting authority or service responsible for the implementation of the project;

3) "Head Authority" means the authority or service or body of the contractor which supervises its construction by exercising decisive powers on its behalf, in particular in matters relating to the modification of the terms of the contract;

4) "Management service" or "Supervising Service" means the technical service of the construction contractor responsible for monitoring, controlling and managing the construction of the project;

5) "Technical Council" means the collective body which has the power to give an opinion on the adoption of decisions, when provided by applicable law or requested by the contracting authority or the superior authority;

6) "performance" means the set of measurable properties of a project, which refer to the simultaneous existence of safety, functionality and aesthetic appearance for its technical lifespan.

As amended by Article 22 LAW 4441/2016 with effect on 6/12/2016
3. In addition to the definitions in paragraph 1, in particular for the purposes of applying Title 2 of Chapter II of Part B of Book I:

1) "Project Owner" means the State or other body of the public sector, to which the project for which studies are prepared and technical services are provided;

2) "Employer" means the contracting authority which draws up a design contract or the provision of technical services with the contractor either on its behalf or on behalf of the developer;

3) "Head Authority" means the authority or service or body of the employer, which supervises the execution of the contract concluded, exercising decisive powers on its behalf, in particular in matters of modification of the terms of the contract;

4) "Managing Service" means the technical service responsible for monitoring, controlling and administering the contract concluded, under the supervision of the Chief Authority;

5) "Technical Council" means the collective body which has the power to give an opinion to the employer for the issuance of decisions, when provided by current legislation or requested by the contracting authority or the superior authority;

6) "Physical object" of the contract means the technical service or design, identified by the contract, as the requested result;

(a) "Study" is the result of systematic and analytical scientific and technical work and research in a specific simple or complex subject matter, aimed in particular at the production or intervention in a project or in the design and depiction of a project or production process or in methods of development and design of the wider space. The study has the extent and depth required by the contract, and is displayed and delivered to the contracting authority / contracting entity in a specific agreed format.

(b) "Technical Services" and "other relevant scientific services" are services which consist of the provision of knowledge and skills by the provision of mainly specific scientific staff and other resources for a fixed period of time, determined either on a calendar basis or in connection with a specific productive event. procedure. The technical services may have as their object, in particular: (a) the preparation of tender documents for the award of a design or service, (b) the control and supervision of a project or study; service, study supervision or control and project management or supervision or control,
8) "Contractual fee" means the price determined by the notice of flat rate when no financial offer is provided and the financial offer of the contractor in the other cases of design contracts and technical service contracts;

9) "Final fee" means the total amount paid to the contractor as remuneration for the performed object of the contract;

10) "Units of physical object" means the characteristic unit dimensions for each object of the contract, multiples of which compose it and determine its size mainly, such as road kilometers, individual independent structural structures (bridges, tunnels, culverts, uneven junctions), square meters of buildings or footprints or units of time required to execute the contract;

11) "Main Study" means the study which has as its object the design of the project or the provision of the service independently or in combination with another main study;

12) "Supporting studies and research" means the individual studies and research that are necessary for the design of the project or the provision of the service, but do not have as their object the design of the project or the provision of the service;

13) "Simple Study" means the study which includes a major stand-alone study and, where appropriate, the supporting studies required;

14) "Advanced Study" means the study that includes more than one main study and possibly the required supporting studies.

(23) Agricultural studies (agro-economic, agro-technical land improvements, farming planning, livestock farms), (24) Forest studies (forest and mountain pasture management, forest management of mountain basins), (25) Studies of phytotechnical landscaping and green works, (26) Fisheries studies, (27) Environmental studies and (28) Studies of computer systems and networks. By decision of the Minister of Infrastructure, Transport and Networks or by joint decision of the Minister of Infrastructure, Transport and Networks and the competent Minister, as the case may be, the above Annex may be amended, extending or limiting the categories of studies and services included in it.

As amended by Article 22 LAW 4441/2016 with effect on 6/12/2016
4. For the purpose of this Article and for the purposes of Book I, the term “local authorities” includes the NUTS levels 1, 2 and 3 and smaller administrative units as referred to in Regulation (EC) No 1059/2003 of the European Parliament and of the Council.

5. Definitions relating to the technical specifications of Articles 54 and 282 are set out in Annex VII of Appendix A and Annex VIII of Appendix B respectively.

BOOK I
PUBLIC CONTRACTS FOR WORKS, SUPPLIES AND SERVICES
(ADJUSTMENT TO DIRECTIVE 2014/24 / EU)

PART A
FIELD OF APPLICATION, GENERAL PRINCIPLES AND RULES

TITLE 1

SECTION I
FIELD OF APPLICATION

Article 3
Subject matter and scope (Article 1 of Directive 2014/24 / EU)

1. This Book (Articles 3 to 221) lays down rules for the procedures for planning and awarding contracts and design contests conducted by contracting authorities, regardless of their estimated value, as specifically defined in this Article.

2. Contract award procedure or contract within the meaning of this Book is the acquisition, through a public contract, by one or more contracting authorities, of works, goods or services by economic operators selected by those contracting authorities, whether or not the works, the goods or services are intended to serve a public interest purpose.

3. This Book is without prejudice to the right of contracting authorities to determine, in accordance with Union law, which services they consider to be of general economic interest, how these services should be organized and financed, in accordance with State aid rules, and in which special obligations should be subject, according to the more specific provisions of the current legislation and especially in paragraph B’ of article one of law 4152/2013 (A’ 107). Similarly, this Book is without prejudice to the decision of public authorities whether, how and to what extent they wish to hold public office themselves, in accordance with Article 14 TFEU and Protocol No. 26.
Agreements, decisions or other legal acts that organize the transfer of powers and responsibilities for the performance of public interest purposes between contracting authorities or associations of contracting authorities and do not provide for remuneration for the performance of contracts are considered a matter of internal organization of the State and therefore not in any way affected by this Book.

**Article 4**

**Mixed contracts (Article 3 of Directive 2014/24 / EU)**

1. Paragraph 2 shall apply to mixed contracts which deal with different types of contracts, all of which fall within the scope of this Book (Articles 3 to 221). Paragraphs 3 to 5 shall apply to mixed contracts which have as their object contracts falling within this Book and contracts governed by the provisions of Book II and / or by other legal arrangements, such as the provisions of V. 3978/2011 (A`) 137) and / or the provisions with which the legislation is harmonized in Directive 2014/23 / EU (L 94).

2. Contracts that have as their object two or more types of contracts (works, services or supplies) are awarded in accordance with the provisions applicable to the type of contract that characterizes the main object of the relevant contract.

In the case of mixed contracts consisting partly of services within the meaning of Articles 107 to 110 and partly of other services or mixed contracts consisting partly of services and partly of supplies, the principal object shall be determined according to which of the estimated values of the respective services or supplies are the highest.

3. When the different parts of a specific contract can be objectively separated, par. 4. When the different parts of a specific contract cannot be objectively separated, par. 6 applies.

When part of a specific contract is covered by article 346 TFEU or the second part of law 3978/2011 (A` 137), article 16 applies.

4. In the case of contracts with objects covered by this Book and with objects not covered by it, contracting authorities may choose to award either separate contracts for the individual parties or a single contract. When contracting authorities choose to award separate contracts to the individual parties, the decision on the
Where contracting authorities choose to award a single contract, this Book shall apply to the resulting mixed contract, irrespective of the value of the parties that would otherwise be subject to another legal status and regardless of the legal status under which those parties would otherwise be governed, except unless otherwise provided in Article 16.

In the case of mixed contracts containing elements of supply, works and services contracts and concessions, the mixed contract shall be awarded in accordance with this Book, provided that, in accordance with Article 6, the estimated value of the part of the contract constituting contract under this Book is equal to or higher than the corresponding limit provided for in Article 5.

5. In the case of contracts with both an object covered by this Book and an object for the exercise of an activity governed by the provisions of Book II, the applicable rules shall be determined, by way of derogation from paragraph 4, in accordance with Articles 225 and 226.

6. Where the various parties to a specific contract cannot be objectively separated, the current legal status is determined on the basis of the main object of that contract.

7. If this contract also includes elements from a public works contract, the current legal status, according to the previous paragraph, is determined for public works contracts above the limits after the consent of the Technical Council of Public Works of EKAA of case a’ of par. 1 of Article 41, and for public works contracts below the limits after the consent of the Technical Council of the contracting authority, which must be notified to EKAA.

SECTION II
THRESHOLDS

Article 5

The thresholds, depending on the estimated value of the contract, excluding VAT, are defined as follows:

a) EUR 5,225,000 for public works contracts,
(b) EUR 135,000 for public procurement and service contracts awarded by central government authorities and for design contests organized by those authorities.

If public procurement is awarded by the contracting authorities active in the field of defense, this threshold shall apply only to contracts relating to the products listed in Annex III to Appendix A,

(c) EUR 209,000 for public procurement and service contracts awarded by non-central contracting authorities and for design contests organized by those authorities. This threshold shall also apply to public procurement contracts awarded by central government authorities active in the field of defense when those contracts concern products not covered by Annex III to Appendix A,

d) EUR 750,000 for public service contracts concerning social and other special services listed in Annex XIV of Appendix A.

The thresholds set in the above cases a`, b` and c` apply, if they have not been revised, in accordance with Article 6 of Directive 2014/24 / EU.

**Article 6**

**Methods for calculating the estimated value of the contract (Article 5 of Directive 2014/24 / EU)**

1. The calculation of the estimated value of a contract shall be based on the total amount payable, excluding VAT, as estimated by the contracting authority, including any options or extensions of the contract, as expressly stated in the contract documents.

   If the contracting authority provides for the awarding of prizes or the payment of sums of money to the candidates or tenderers, it shall take these amounts into account when calculating the estimated value of the contract.

2. Where a contracting authority consists of separate business units, the total estimated value for all separate business units shall be taken into account. By way of derogation from the first subparagraph, where a separate business unit is independently responsible for the procurement procedures of the same or certain categories thereof, the value of the contracts may be calculated at the level of that unit.

   By a joint decision of the Ministers of Economy and Development and Finance, the conditions for the application of this paragraph are specified. The independent business units of the General Government bodies that meet the criteria, terms and conditions of this article are defined by a certificate of the competent Minister or the Governor or the President for the Independent Administrative Authorities.
The choice of the method used for the calculation of the estimated value of a contract is not made in order to avoid the application of any provision of this law. The contract is not broken in such a way as to avoid the application of any provision of this law, unless this is justified by objective reasons.

4. The estimated value is valid at the time the contract notice is sent or, in cases where no contract notice is provided, at the time the contracting authority initiates the contract award process, for example by contacting economic operators for the purpose of concluding the contract, where appropriate as provided in Article 61 in particular.

5. For framework agreements and dynamic purchasing systems, the value to be taken into account is the maximum estimated value, excluding VAT, of all contracts provided for the entire duration of the framework agreement or dynamic purchasing system.

6. In the case of innovation partnerships, the value to be taken into account is the maximum estimated value, excluding VAT, of the research and development activities that will take place at all stages of the proposed partnership, as well as of the supplies, services or projects to be developed and provided at the end of the planned partnership.

7. With regard to public works contracts, the estimated cost shall take into account the cost of the works as well as the total estimated value of the goods and services made available to the contractor by the contracting authorities, if necessary for the execution of the works. projects. Also, the estimated value of the public works contract includes the overheads and benefits of case i of par. 7 of article 53, the clause of article 149 and the item of case a of paragraph 3 of article 156. Regarding the public design contracts in the estimated value of the contract includes the percentage of contingencies of case a of par. 8 of article 53.

8. Where a proposed project or service provision may lead to the award of contracts in the form of separate sections, the total estimated value of all such sections shall be taken into account. When the total value of the lots is equal to or exceeds the threshold provided for in Article 5, this Book (Articles 3 to 221) shall apply to the assignment of each lot.

9. Where a procurement plan for the acquisition of homogeneous goods may lead to the award of contracts in the form of separate lots, the total estimated value of all such lots shall be taken into account in the application of Article 5 (b) and (c). When
By way of derogation from paragraphs 8 and 9, contracting authorities may award contracts for individual sections in accordance with the provisions of this Book, taking into account the estimated value of the section only if it is less than EUR 80,000, excluding VAT. for supplies or services or from 1,000,000 euros for projects. However, the total value of the sections thus awarded does not exceed 20% of the total value of all the sections into which the proposed project is divided, the proposed acquisition of homogeneous goods or the proposed provision of services.

11. In the case of public procurement or service contracts which have a periodic character or which are expected to be renewed within a certain period of time, it shall be taken as a basis for calculating the estimated value of the contract.

(a) the total fair value of successive contracts of the same type concluded during the previous 12 months or financial year, adjusted, if possible, to take account of any changes in their quantities or value during the twelve months following initial contract

(b) either the estimated total value of successive contracts concluded in the twelve months following the first delivery or during the financial year, if this exceeds twelve months.

12. In the case of public supply contracts for the purpose of leasing, leasing or leasing products, the value to be taken as the basis for calculating the estimated value of the contract is as follows:

(a) in the case of fixed-term public contracts, if their duration is equal to or less than twelve months, the total estimated value for the duration of the contract or, if the duration of the contract is longer than twelve months, the total value of the contract, including of the estimated residual value

(b) in the case of public contracts of indefinite duration or in the event that their duration cannot be determined, the monthly value multiplied by 48.

13. With regard to public service contracts, the basis for calculating the estimated value of the contract is, as the case may be:

(a) insurance services: the premium payable and other forms of remuneration;
design contracts: fees, commissions payable and other methods of remuneration.

14. For service contracts to which no total price is stated, the basis for calculating the estimated value of the contracts is:

(a) in the case of fixed-term contracts and if their duration is equal to or less than 48 months: the total value for their entire duration;

(b) in the case of contracts for a period of time or lasting more than 48 months: the monthly value multiplied by 48.

SECTION III
EXCEPTIONS

Article 7
Contracts in the fields of water, energy, transport and postal services (Article 7 of Directive 2014/24 / EU)

This Book (Articles 3 to 221) does not apply to: referred to in Articles 228 to 234 and awarded for such activities; services within the meaning of indent b’ of par. 2 of article 233, in contracts awarded for the following activities:

(a) value-added services linked and provided entirely by electronic means (including secure transmission of encrypted documents by electronic means, address management services and registered mail transmission);

(b) financial services falling within the CPV nomenclature with reference numbers 66100000-1 to 66720000-3 and Article 240 (d), including in particular postal payment orders and postal credit transfers;

(c) philatelic services; or

(d) logistics services (services that combine physical delivery and / or storage with other non - postal tasks).

Article 8
Specific exceptions in the field of electronic communications (Article 8 of Directive 2014/24 / EU)
This Book (Articles 3 to 221) does not apply to public procurement and design contests, the main purpose of which is to authorize contracting authorities to make or operate public communications networks or to provide the public with one or more electronic communications services. For the purposes of this article, the terms "public communications network" and "electronic communications network" have the meaning referred to in Article 2 of Law 4070/2012 (A` 82).

**Article 9**

**Awarded public contracts and design contests organized under international rules (Article 9 of Directive 2014/24 / EU)**

1. This Book (Articles 3 to 221) shall not apply to public procurement and design tenders which the contracting authority is required to award or organize, in accordance with procurement procedures other than those of this Book and which are provided for in any of the following:

   (a) a legal instrument which gives rise to international legal obligations, such as an international agreement, concluded in accordance with the Treaties between a Member State and one or more third countries or their subdivisions, covering works, goods or services which are intended for the joint performance of or exploitation of a project by their Contracting Parties,

   b) international organization.

   The Ministry of Foreign Affairs shall notify the Commission and the Authority of all legal instruments provided for in point (a). The competent bodies and bodies are obliged to provide any information requested by the Ministry of Foreign Affairs and it is necessary for the notification of the previous paragraph.

2. This Book does not apply to public procurement and design competitions commissioned or organized by the contracting authority, in accordance with the rules of procurement procedures provided by an international organization or international financial institution, provided that public procurement and related design competitions are fully funded by the such organization or institution. In the case of public procurement and design tenders, mostly co-financed by an international organization or international financial institution, the parties agree on the applicable procurement procedures.

3. Article 17 shall apply to defense and security procurement contracts and tenders awarded or organized in accordance with international rules. Paragraphs 1 and 2 shall not apply to the above design contracts and tenders.

**Article 10**
This Book (Articles 3 to 221) does not apply to public service contracts which:

(a) have as their object the purchase or lease, with any financial terms, of land or existing buildings or other immovable property or concern rights thereto;

(b) relating to the purchase, development, production or co-production of programming material for audiovisual or radio broadcasting services outsourced by audiovisual or radio broadcasting service providers, or radio media.

For the purposes of the present case, the "audiovisual media services" and the "audiovisual media service providers" have the same meaning as in cases a` and d` of par. 1 of article 2 of p.d. 109/2010 (A` 190).

The "program" has the same meaning as that of case b` of par. 1 of article 2 of p.d. 109/2010, but also includes radio programs and radio program material.

Also, for the purposes of this provision, "program material" has the same meaning as "program",

(c) concern arbitration and conciliation services;

(d) relate to any of the following legal services:

(aa) legal representation of a client by a lawyer within the meaning of article 2 of p.d. 258/1987 (A` 125) in:

- arbitration or conciliation conducted in a Member State, a third country or before an international arbitration or conciliation body, or

- legal proceedings before courts, tribunals or public authorities of a Member State, third country or international courts, tribunals or institutions,

(bb) legal advice for the preparation of any of the proceedings in sub-indent aa of the present case or if there is a tangible indication and a high probability that the issue concerning the advice will be the subject of such proceedings, provided that the advice is provided by a lawyer during the meaning of article 2 of p.d. 258/1987,

(cc) certification and verification services of documents that must be provided by a notary;

(dd) legal services provided by trustees or appointed commissioners or other legal services, the providers of which are appointed by a court in the Member State
concerned or appointed under the law to perform specific tasks under the supervision of such courts or tribunals.

e) other legal services which in the Member State concerned are connected, albeit occasionally, with the exercise of official authority;

e) concern financial services related to the issuance, purchase, sale or transfer of securities or other financial instruments, within the meaning of Law 3606/2007 (A` 195), services provided by central banks and transactions with the European Financial Stability Fund and the European Stability Mechanism,

(f) relate to loans, whether or not related to the issue, sale, purchase or transfer of securities or other financial instruments;

(g) relate to employment contracts;

h) relate to civil defense, civil protection and risk prevention services provided by non-profit organizations or associations and falling within the following CPV codes: 75250000-3, 75251000-0, 75251100-1, 75251110-4, 75251120-7, 75252000-7, 75222000-8, 98113100-9 and 85143000-3 except ambulance services for patient transport,

(i) concern public passenger transport by rail or metro;

j) relate to political campaign services falling under CPV codes 79341400-0, 92111230-3 and 92111240-6, when assigned by a political party in the context of an election campaign.

**Article 11**

**Exclusive service contracts (Article 11 of Directive 2014/24 / EU)**

This Book (Articles 3 to 221) does not apply to public service contracts awarded by one contracting authority to another contracting authority or to a group of contracting authorities under an exclusive right granted to them by law or published administrative acts, provided that such provisions are in accordance with with the TFEU.

**Article 12**

**Public procurement between public sector bodies (Article 12 of Directive 2014/24 / EU)**

1. A public contract awarded by a contracting authority to a legal person governed by private or public law does not fall within the scope of this Book (Articles 3 to 221) if the following conditions are cumulatively met:
more than 80% of the activities of the audited legal entity are carried out in the performance of tasks assigned to it by the supervising contracting authority or other legal entities controlled by that contracting authority;

c) there is no direct participation of private funds in the controlled legal entity, except for the forms of participation of private funds without the possibility of control or veto right that are required by law and do not have a decisive influence on the controlled legal entity.

A contracting authority shall be deemed to exercise control over a legal person in proportion to the control it exercises over its services within the meaning of indent a) of the first subparagraph, when it exercises decisive influence over both the strategic objectives and the important decisions of the audited legal entity. The control may also be exercised by another legal entity that is controlled in the same way by the contracting authority.

2. Paragraph 1 shall also apply where a controlled legal entity, which is a contracting authority, awards a contract to the contracting authority which controls it or to another legal entity under the control of the same contracting authority, provided that there is no direct participation of private funds to the legal entity to which the public contract is awarded, with the exception of the forms of participation of private funds without the possibility of control or veto right required by law, and do not have a decisive influence on the controlled legal entity.

3. A contracting authority which does not exercise control within the meaning of paragraph 1 over a legal person governed by private or public law may, however, award a public contract to that legal entity without applying the provisions of this Book, provided that the following conditions are cumulatively met:

(a) the contracting authority shall, jointly with other contracting authorities, exercise control over that legal person similar to that which they exercise over their own services;

(b) more than 80% of the activities of that legal person are carried out in the performance of the tasks assigned to it by the supervising contracting authorities or other legal entities controlled by the same contracting authorities; and

(c) there is no direct participation of private funds in the controlled legal entity, except for the forms of participation of private funds without the possibility of control
For the purposes of subparagraph (a) of the first subparagraph, contracting authorities shall exercise joint control over a legal person, provided that the following conditions are cumulatively met:

(a) the decision-making bodies of the audited legal entity shall be composed of representatives of all the contracting authorities in which the same natural person may represent many or all of the participating contracting authorities; in the strategic objectives and the important decisions of the audited legal entity and c) the audited legal entity does not pursue interests other than those of the contracting authorities that control it.

4. A contract concluded exclusively between two or more contracting authorities does not fall within the scope of this Book, provided that the following conditions are cumulatively met:

(a) the contract establishes or implements cooperation between the participating contracting authorities to ensure that the public services to be performed by those authorities are provided to achieve their common objectives; (b) the implementation of such cooperation is for public purposes only and (c) the participating contracting authorities carry out less than 20% of the cooperation activities on the free market.

5. For the determination of the percentage of activities referred to in indent b’ of the first subparagraph of par. 1, in indent b’ of the first subparagraph of par. 3 and in indent c’ of paragraph 4, the average total turnover or other an appropriate measure based on activities, such as the costs borne by the legal entity or contracting authority in respect of services, goods and works during the three years preceding the award of the contract.

If, due to the date on which the legal entity or contracting authority was established or commenced its operations or due to the reorganization of its activities, turnover or other activity-based measures, such as costs, are not available for the last three years or are not appropriate, as long as the measure of activity is proven to be reliable, in particular through business projections.

6. What kind of contracts or agreements (eg program, cooperation), which may be concluded under specific provisions and in particular:

a) of article 12 of p.d. 30/1996 (A` 21),

b) articles 223 and 225 of law 3463/2006 (A` 114),
(f) Article 44, may not fall within the scope of this Book, under the terms of Articles 3 to 17 and in particular this Article.

SECTION IV
special cases

ENOTHTA 1
SUBSIDIZED CONTRACTS AND RESEARCH AND DEVELOPMENT SERVICES

Article 13
Contracts subsidized by contracting authorities (Article 13 of Directive 2014/24 / EU)

This Book (Articles 3 to 221) applies to the award of the following contracts:

(a) works contracts directly subsidized by more than 50% by the contracting authorities, where these contracts relate to one of the following activities:

(aa) civil engineering activities listed in Annex II to Appendix A; (bb) construction work for hospitals, sports, leisure and entertainment facilities, school and university buildings and administrative buildings;

(b) service contracts directly subsidized in excess of 50% by the contracting authorities and which are linked to a works contract, as referred to in indent (a).

The contracting authorities which award the grants referred to in subparagraphs (a) and (b) of the first subparagraph shall ensure compliance with this Book when they themselves do not award the awarded contracts or when awarding this contract on behalf of other entities.

Article 14
Research and development services (Article 14 of Directive 2014/24 / EU)

1. This Book (Articles 3 to 221) applies only to public procurement and research services contracts falling under CPV codes 73000000-2 to 73120000-9, 73300000-5, 73420000-2 and 73430000-5, provided that both of the following conditions are met:
the provision of the service is fully remunerated by the contracting authority.

2. Prior to the conclusion of contracts for research and development services, for the characterization of the type of contract as a research project, the prior consent of the Technical Council of Public Works of EKAA of case a` of paragraph 1 of article 41 for contracts above the limits is required. While for contracts below the threshold, the consent of the competent Technical Council of the contracting authority is required.

3. For the implementation of research and development projects managed by the special accounts of research funds of the HEIs, the Research Centers and the General Secretariat for Research and Technology (GSRT), as well as for the procedures of public procurement carried out by the EKAA and (c) of Article 41 (1) within their area of competence, paragraph 2 shall not apply.

ENOTHTA 2

CONTRACTS IN THE FIELD OF DEFENSE AND SECURITY

Article 15

Defense and security (Article 15 of Directive 2014/24 / EU)

1. This Book (Articles 3 to 221) applies to the award of public contracts and design contests organized in the field of defense and security, with the exception of the following contracts:

   a) contracts that fall within the scope of application of the second part of Law 3978/2011 (A` 137),

   b) contracts to which the second part of Law 3978/2011 (A` 137) does not apply, in accordance with articles 17 and 24 of the said law.

2. This Book does not apply to public procurement and design competitions that are not excluded for any other reason under par. 1, to the extent that the protection of the essential security interests of the country can not be ensured by less drastic measures, such as enforcement requirements for the protection of the confidentiality of information made available by the contracting authority in a contract award procedure as set out in this Book.

Also, and in accordance with indent a` of paragraph 1 of Article 346 TFEU, this Book does not apply to public procurement and design competitions that are not
This Book does not apply, in accordance with indent a) of paragraph 1 of article 346 of the S.L.E.E., to public procurement and tenders related to the Cyber Security sector, to the extent that the application of this Book would oblige the country to provide information, the disclosure of which it considers contrary to the protection of its essential cybersecurity interests.

As amended by Par.9 Article 50 CHAPTER DO LAW 4635/2019 with effect on 30/10/2019

See the evolution of the paragraph

3. When the procedure for the award and execution of the public contract or design contest is declared confidential or must be accompanied by special security measures, in accordance with the provisions of the applicable national legislation, in particular the provisions of paragraph 2 of Article 35 of Law 3978/2011 (Α’ 137) and the decision no. 838/39/461322 / 14.8.2008 of the Minister of Interior (Β’ 1632) this Book does not apply, provided that Greece deems that these essential interests can not be safeguarded by less drastic measures, such as those referred to in the first subparagraph of paragraph 2.

Article 16
Mixed contracts relating to defense or security (Article 16 of Directive 2014/24 / EU)

1. This article applies to the mixed contracts that have as their object a contract which is covered by this Book (articles 3 to 221), as well as a contract which is governed by article 346 of the TFEU or the second part of law 3978/2011 (Α’ 137).

2. Where the different parties to a particular contract may be objectively separated, contracting authorities may choose to award either separate contracts for the individual parties or a single contract.

Where contracting authorities choose to award separate contracts to individual parties, the decision on the applicable legal status of each of these individual contracts shall be taken on the basis of the characteristics of each party.

Where contracting authorities choose to award a single contract, the following criteria shall apply for determining the applicable legal status:

(a) where part of a specific contract is governed by Article 346 TFEU, the contract may be awarded without the application of this Book, provided that the award of a
b) when part of a specific contract is governed by the second part of Law 3978/2011 (A’ 137), the contract may be awarded, in accordance with the provisions of the second part of Law 3978/2011 (A’ 137), under provided that the award of a single contract is based on objective reasons. The present case b) does not affect the thresholds and exceptions provided for in the second part of V. 3978/2011 (A’ 137).

The decision for the award of a single contract, however, is not taken in order to exclude the contracts from the application of this Book or the second part of Law 3978/2011 (A’ 137).

3. The indent a’ of the third subparagraph of par. 2 applies to the mixed contracts for which the indents a’ and b’ of the aforementioned subparagraph could otherwise apply.

4. Where the different parts of a particular contract cannot be objectively separated, the contract may be awarded without the application of this Book, part of the second of Law 3978/2011 (A’ 137).

**Article 17**

Public procurement and design studies related to defense or security and awarded or organized in accordance with international rules (Article 17 of Directive 2014/24 / EU)

1. This Book (Articles 3 to 221) does not apply to public procurement and design or defense tenders which the contracting authority is required to award or arrange in accordance with procurement procedures other than those of this Book and provided for in any of the following:

   (a) an international agreement or arrangement concluded in accordance with the Treaties between a State and one or more third countries or their (administrative) subdivisions covering works, goods or services intended for the joint execution or operation of a project by the Contracting Parties; their parts,

   (b) an international agreement or arrangement relating to the deployment of troops concerning undertakings in a Member State or in a third country;

   c) international organization.

The Ministry of Foreign Affairs shall notify the Commission and the Authority of all agreements or arrangements referred to in subparagraph (a) of this paragraph. The
This Book does not apply to public procurement and defense or security design tenders awarded by the contracting authority in accordance with rules on procurement procedures laid down by an international organization or international financial institution, provided that such public procurement and design contests are fully funded by that organization or institution. In the case of public procurement and design tenders, mostly co-financed by an international organization or international financial institution, the parties agree on the applicable procurement procedures.

TITLE 2
GENERAL RULES

Article 18
Principles applicable to public procurement procedures (Article 18 of Directive 2014/24 / EU)

1. Contracting authorities shall treat economic operators equally and without discrimination and shall act in a transparent manner, respecting the principles of proportionality, mutual recognition, the protection of the public interest, the protection of the rights of individuals, the freedom of competition and the protection of the environment. Sustainable development.

Procurement procedures are not designed to exclude them from the scope of this Book (Articles 3 to 221) or to artificially restrict competition. Competition is considered to be artificially restricted when procurement procedures are designed to justifiably favor or favor certain economic operators.

Contracting authorities shall take the necessary measures to ensure the efficiency of public procurement procedures and the sound financial management of the public resources available for this purpose.

2. In the performance of public contracts, economic operators shall comply with their obligations under the provisions of environmental, social security and labor law, as laid down in Union law, national law, collective agreements or international environmental, social and labor law provisions listed in Annex X of Appendix A. Compliance with these obligations is monitored and certified by the bodies supervising the execution of public contracts and the competent public authorities and services acting within the limits of their responsibility and competence.
3. The contractors of public procurement are included as a priority in the inspection and control programs of the Labor Inspection Body (SEPE), according to p.d. 113/2014 (Α’ 180) and the Environmental, Construction, Energy and Mining Inspection Body, according to p.d. 100/2014 (Α’ 167), provided that they meet the more specific criteria set out in the provisions governing the operation of these services.

4. The obligation of paragraph 2:

(a) indicated in the contract documents in accordance with Article 53; and

(b) is a special condition of the contract, in accordance with Article 130.

5. Failure to comply with the obligation referred to in paragraph 2 shall constitute a serious professional misconduct of the economic operator within the meaning of indent (i) of paragraph 4 of Article 73, as specifically defined in the provisions in force. Specifically, during the process of concluding a public contract for the provision of cleaning and / or security services, as a serious professional misconduct are meant in particular the provisions of the second paragraph of case gi of par. 2 of article 68 of law 3863/2010 (AD 115).

As amended by Par.1 Article 107 LAW 4497/2017 with effect on 13/11/2017
See the evolution of the paragraph

### Article 19

**Economic operators (Article 19 of Directive 2014/24 / EU)**

1. Economic operators who, under the law of the Member State in which they are established, are entitled to provide the service in question are not rejected for the sole reason that, under the law of the Member State to which the contract is awarded, are either natural or legal persons.

   However, in the case of public service and works contracts, as well as public supply contracts covering, in addition, works or installation services, legal entities may be required to indicate, in their tender or application, their names and the professional qualifications of the staff members responsible for the execution of this contract.

2. Associations of economic operators, including temporary partnerships, may be involved in the procurement procedures. Contracting authorities do not require such associations to have a specific legal form for submitting a tender or request to participate.
Where necessary, contracting authorities may specify in the contract documents how the associations of economic operators should meet the requirements of financial and technical competence or technical and professional competence in Articles 75, 76 and 77 if this is justified by objective reasons and is in line with the principle of proportionality.

In particular, in the procedures of concluding a study contract or providing technical and other contracts of scientific services, the fulfillment of the requirements of par. 2 of article 75, as well as of article 77 must be satisfied by all the members of the association. The fulfillment of the requirements of paragraphs 3 and 4 of article 75, as long as it is satisfied by one of the members of the association.

In addition, fixed terms relating to the way in which associations of economic operators meet the requirements of Article 75 are set out in Articles 76 and 77, in respect of public works contracts, studies and the provision of technical and other scientific service contracts, as well as standards. contract documents.

Conditions relating to the performance of the contract by associations of economic operators, other than those imposed on individual participants, must also be justified by objective reasons and comply with the principle of proportionality.

3. Notwithstanding paragraph 2, contracting authorities may require the associations of economic operators to enter into a specific legal form if the contract is awarded to them, in so far as the covering of this legal form is necessary for the satisfactory performance of the contract. In particular, in the case of public works contracts, the legal form of the contractor must be such as to ensure the existence of a single tax registration number for the association (eg a consortium formed by a notarial deed).

4. In cases of submission of a tender by an association of economic operators, all its members shall be jointly and severally liable to the contracting authority. In case of award of the contract to the association, this responsibility continues until the full implementation of the contract.

**Article 20**

*Exclusively awarded contracts (Article 20 of Directive 2014/24 / EU)*

1. Contracting authorities may grant exclusively, under the more specific conditions of this Article and the Presidential Decree referred to in paragraph 4, the right to participate in public procurement procedures to:

(a) Protected Production Laboratories of article 17 of V. 2646/1998 (A` 236),
(c) Social Cooperative Enterprises Inclusion of case a of par. Z of article Z of law 4019/2011 (A’ 216) and

(d) any other economic operator whose main purpose, under its statutes, is the professional and social integration of persons with disabilities or persons with disabilities, if more than 30% of the entity's employees are employees with disabilities or persons with disabilities.

2. Contracting authorities may provide for the performance of public contracts under protected employment schemes, provided that more than 30% of the employees in these schemes are disabled or disadvantaged.

3. The selection of contractors from the above categories of economic operators is made on the basis of a relevant invitation addressed to all these entities. The announcement of the competition and the invitation are mentioned in this article.

4. A presidential decree issued on the proposal of the Ministers of Interior and Administrative Reconstruction, Economy, Development and Tourism, Labor, Social Security and Social Solidarity and Finance shall determine:

(a) the minimum percentage of contracts which contracting authorities must award under this Article and the method of calculation;

(b) the types and categories of contracts referred to in this Article;

(c) the specific conditions for the award of the contracts referred to in this Article;

(d) a different minimum percentage of workers belonging to vulnerable groups of the population, if more than 30% is defined and any other relevant matter.

5. Until the adoption of the presidential decree provided for in paragraph 4, the provisions of paragraphs 1 to 3 shall apply.

As added by Article 22 LAW 4441/2016 with effect on 6/12/2016
See the evolution of the paragraph

Article 21
Confidentiality (Article 21 of Directive 2014/24 / EU)

1. Unless otherwise provided in this Book (articles 3 to 221) or in other provisions, especially in article 1 of p.d. 28/2015 (A’ 34) and in article 24 of V. 2121/1993 (A’ 25), and without prejudice to the obligations regarding the publication of the concluded contracts and the information of the candidates and the bidders,
confidential, including, but not limited to, technical or trade secrets and the confidential aspects of tenders.

2. Contracting authorities may impose requirements on economic operators in order to protect the confidentiality of information provided by contracting authorities throughout the procurement process. They may also require economic operators to ensure that these requirements are met by their staff, subcontractors and any other third party they use in awarding or executing the contract.

3. If an economic operator classifies information as confidential due to technical or commercial secrecy, in its relevant statement, it explicitly mentions all relevant provisions of law or administrative acts that impose the confidentiality of this information.

4. They are not classified as confidential information about the unit prices, the quantities offered, the financial offer and the details of the technical offer used for its evaluation.

5. The right of access to the tender documents of other economic operators is exercised, according to the terms of article 1 of article one of p.d. 28/2015 (Α`34).

Article 22
Rules applicable to communications (Article 22 (1-5) of Directive 2014/24 / EU)

1. Without prejudice to paragraph 1 of Article 36, all communications, as well as all exchanges of information under this Book (Articles 3 to 221), in particular electronic submission, shall be effected through ESILIS, in accordance with the requirements of this Article, of Articles 36 and 37 and of Annex IV of Appendix A`.

The tools and devices used for communications through ESIDIS, as well as their technical characteristics, are non-discriminatory, generally accessible and interoperable with the generally used ICT, and do not restrict the access of economic operators to the procurement process.

By way of derogation from the provisions of the first and second subparagraphs, the contracting authorities shall not be obliged to require the use of the E.S.D. during the submission process in the following cases:

(a) where, because of the specific nature of the contract, the use of electronic media would require specific tools, devices or file formats that are not generally available or supported by generally available applications;
available application or are in the form of exclusive licenses and cannot be
downloaded or remotely use by the contracting authority,

c) when the use of E.Σ.Η.Δ.Η.Σ. would require special office equipment, which is
generally not available to contracting authorities,

d) when the contract documents require the submission of materials or scale
models which cannot be transmitted through ESIDIS.

For communications for which no electronic means of communication are used, in
accordance with the third subparagraph, communication shall be by post or other
appropriate means or by a combination of postal or other appropriate means and
electronic means.

By way of derogation from the provisions of the first and second subparagraphs of
this paragraph, the contracting authorities shall not be obliged to require the
economic operators to use the E.Σ.Η.Δ.Η.Σ. during the submission process, to the
extent that the use of means of communication other than electronic is required or
due to violation of the security of E.Σ.Η.Δ.Η.Σ. or to protect the particularly sensitive
nature of the information required by such a high level of protection which cannot
be adequately ensured by the use of electronic media and devices generally
available to economic operators or which may be made available to them by other
means of within the meaning of paragraph 5.

It is up to the contracting authorities to require, in accordance with the third
subparagraph of this paragraph, other means of communication other than
electronic means for the submission process to state in the separate report
provided for in Article 341 the relevant reasons. Where appropriate, contracting
authorities shall state in the separate report the reasons why it is deemed
necessary to use media other than electronic media pursuant to the fifth
subparagraph of this paragraph.

2. By way of derogation from paragraph 1, oral communication may be used in
connection with other communications other than the essential elements of the
contracting procedure, provided that the content of the oral communication is
sufficiently substantiated. To this end, the essential elements of the procurement
process include the contract documents, requests to participate, confirmations of
interest and offers. In particular, oral communications with tenderers which could
have a significant impact on the content and evaluation of tenders are adequately
In all communication, exchange and storage of information, contracting authorities shall ensure the integrity of the data and the confidentiality of tenders and requests to participate. They examine the content of the offers and the applications for participation only after the deadline for their submission.

4. In the case of public works contracts and design contests, contracting authorities may require the use of specific electronic means, such as electronic building information modeling tools or the like. In such cases the contracting authorities shall provide alternative means of access, in accordance with paragraph 5, until such tools are generally available within the meaning of the second subparagraph of paragraph 1.

5. If necessary, contracting authorities may require the use of tools and equipment not generally available, provided that they offer alternative means of access.

Contracting authorities shall be deemed to offer other appropriate means of access in any of the following cases:

(a) when offering free, complete, direct and free electronic access to such tools and devices from the date of publication of the notice, in accordance with Annex VIII of Appendix A, or from the date of dispatch of the invitation to confirm interest; or in any other case from the time of the commencement of the proceedings, in accordance with Article 61. The text of the notice of notification or the invitation to confirm the interest shall specify the web address to which these tools and devices are available;

(b) when ensuring that tenderers who do not have access to such tools and equipment or are unable to obtain them within the relevant time limits, provided that the tenderer himself is not responsible for the lack of access, may have access to the procedure of concluding the contract using temporary tokens (access) available free of charge on the internet or

(c) when supporting an alternative channel for electronic tendering.

Article 23
Nomenclatures (Article 23 of Directive 2014/24 / EU)

Any reference to nomenclatures in the context of public procurement procedures shall be made using the "Common Procurement Vocabulary (CPV)", as adopted by
Article 24
Conflicts of interest (Article 24 of Directive 2014/24 / EU)

1. Contracting authorities shall take appropriate measures, in accordance with the following paragraphs, to: procedure, as well as the preparation of contract documents, in order to avoid any distortions of competition and to ensure equal treatment of all economic operators.

2. A conflict of interest situation arises in particular when the persons referred to in the following paragraph have, directly or indirectly, a financial, economic or other personal interest, as specifically provided for in paragraph 4, which could be construed as prejudicial to impartiality and their independence in the context of the contract award process.

3. Conflicts of interest concern in particular the following persons:

   (a) members of the staff of the contracting authority or of the contracting service provider within the meaning of this Book (Articles 3 to 221) acting on behalf of the contracting authority, including members of the decision-making and / or advisory bodies; and / and (b) members of the governing bodies or other organs of the contracting authority; and / or (c) spouses and relatives by blood or by marriage, in a straight line, indefinitely, and up to the fourth degree of the persons in cases a` and b`, which:

      (aa) are involved in the procurement process, including the planning and preparation of the procedure, as well as the preparation of the contract documents; and / or (bb) may affect its outcome.

4. For the purposes of this Article, "interests" means personal, family, financial, political or other common interests with candidates or tenderers or their subcontractors or any member of a candidate / bidder association of economic operators, including conflicting professional interests, such as Especially:

   a) The participation of a person of par. 3 in the administrative or management bodies of an economic entity, when the said economic entity participates in the procedure of concluding a public contract carried out by the contracting authority.

   b) Possession by a person of cases a` and / or b` of par. the possession of the above percentage allows the participation in the management of this body.
c) The existence, during the period of time starting from twelve (12) months before the beginning of the contract award procedure and ending on the day of its conclusion, of a contractual bond that concerns either the provision of dependent work or the execution of a project or provision of services or the supply of goods between a person of cases a` and / or b` of par. 3, with an economic operator, which participates in the process of concluding a public contract.

5. The persons referred to in cases a` and b` of par. 3 are obliged to notify in writing to the contracting authority any conflict of interest of themselves or their relatives, within the meaning of case c` of paragraph 3, in relation to any candidate or bidders, as soon as they become aware of this conflict, in order for the contracting authority to be able to take corrective action, as set out in paragraph 6. At the same time, these persons must refrain from any action related to the performance of the conclusion process.

6. The contracting authority shall give a reasoned decision as to whether or not a conflict of interest has arisen. If the contracting authority decides that there is a conflict of interest situation, it shall immediately inform the Authority and take appropriate measures without delay to ensure equal treatment of the tenderers and to avoid distortions of competition, which may include the exclusion of that person from any relevant procedure for concluding a public contract, applying the provisions of paragraphs 4 and 5 of article 7 of law 2690/1999 (A` 45).

7. If a conflict of interest cannot be remedied in any other way, the candidate or tenderer, who is related to it, is excluded from the procedure, according to the more specific provisions of case d) of par. 4 of article 73.

8. The contracting authority shall draw up and send to the Authority a written report, including the cases of conflict of interest identified, as well as all subsequent measures taken in accordance with this Article, in particular in accordance with Article 341.

TITLE 3
GENERAL RULES FOR CONCLUDING PUBLIC PROCUREMENTS

TMHMA I
PROCEDURES

Article 25
Eligible participants Conditions related to GPA and other international agreements (Article 25 of Directive 2014/24 / EU)
in a Member State of the Union,

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

(c) in third countries which have signed and ratified the SAC, in so far as the contract awarded is covered by Annexes 1, 2, 4 and 5 and the general notes relating to the Association Appendix I to that Agreement; and

(d) third countries which do not fall under subparagraph (c) of this paragraph and which have entered into bilateral or multilateral agreements with the Union on public procurement procedures.

2. To the extent covered by Annexes 1, 2, 4 and 5 and the general notes of the Union-related Appendix I to the GPA, as well as other international agreements to which the Union is bound, contracting authorities reserve the right to goods, services and economic operators of the countries that have signed these agreements are treated as well as those reserved for the Union's projects, goods, services and economic operators.

**Article 26**

**Choice of procedures (Article 26 of Directive 2014/24 / EU)**

1. Contracting authorities may appeal:

   (a) the open or restricted procedures of Articles 27 and 28 respectively; or

   (b) Article 31 Innovation Partnerships.

2. Contracting authorities may use the competitive bidding process or the competitive dialogue in the following cases:

   (a) in the case of works, goods or services which meet one or more of the following criteria:

      (aa) if the needs of the contracting authority cannot be met without adapting the immediately available solutions;

      bb) if they include design or innovative solutions;

      (cc) if the contract cannot be awarded without prior negotiation due to special circumstances related to the nature, complexity or legal or financial organization or
due to the risks associated with the above factors;

(dd) if the technical specifications cannot be predetermined with sufficient precision by the contracting authority with reference to a standard, European technical evaluation, common technical specification or technical reference framework within the meaning of paragraphs 2 to 5 of Annex VII to Appendix A, (b) in the case of works, goods or services for which, following an open or closed procedure, only irregular or unacceptable tenders are submitted.

In such cases, contracting authorities shall not be required to publish a contract notice if the tender includes all tenderers who meet the criteria set out in Articles 73 to 83 and who, in the preceding open or restricted procedure, have submitted tenders in accordance with the standard requirements of the procurement process, and only them.

3. Abnormal offers are considered specifically:

(a) those who do not meet the requirements of the contract documents;

b) those received late;

(c) where there is evidence of wrongdoing, such as collusion or corruption;

(d) those deemed abnormally low by the contracting authority.

4. Inadmissible offers are considered in particular:

(a) those submitted by tenderers who do not have the required qualifications; and

(b) those whose price exceeds the budget of the contracting authority, as determined and documented prior to the commencement of the contract award procedure.

5. The tender is announced through a contract notice, pursuant to Articles 63 and 122, as the case may be. Where the contract is awarded by restricted procedure or competitively negotiated procedure, notwithstanding the provisions of the first subparagraph, non-central contracting authorities may call for tenders in accordance with Article 62 (2). In this case, economic operators who have expressed an interest after the publication of the preliminary notice are then invited to confirm their interest in writing by means of a "call for confirmation of interest", in accordance with Article 69.

6. In the special cases and circumstances expressly referred to in Article 32, contracting authorities may resort to a negotiated procedure without prior
**Article 27**

Open procedure (Article 27 of Directive 2014/24 / EU)

1. In open procedures, any interested economic operator may submit a tender in the invitation to tender. The minimum period for receipt of tenders shall be 35 days from the date of dispatch of the contract notice to the Publications Office of the Union, subject to paragraph 2 of Article 60 and the last subparagraph of paragraph 1 of Article 67. The tender shall be accompanied by the information for the quality selection requested by the contracting authority.

2. In cases where the contracting authorities have published a preliminary notice which was not itself used as a means of tendering, the minimum time limit for the receipt of tenders, as set out in the second subparagraph of paragraph 1, may be limited to 15 days, provided that all the following conditions:

   (a) the preliminary notice contained all the information to be included in the contract notice, in accordance with Part B, Section I, of Annex V, Appendix A, provided that such information was available at the time of publication of the preliminary notice;

   (b) the preliminary notice was sent for publication within 35 days to 12 months prior to the date of dispatch of the contract notice.

3. Where an emergency situation duly substantiated by the contracting authority makes it impossible to comply with the minimum time limit laid down in the second subparagraph of paragraph 1, contracting authorities may set a minimum time limit of not less than 15 days from the date of dispatch of the notice of the contract.

4. The contracting authority may shorten by five days the time limit for receipt of tenders referred to in the second subparagraph of paragraph 1 when accepting tenders by electronic means, in accordance with the first subparagraph of paragraph 1 and paragraph 5 of Article 22 and Article 37.

5. By way of derogation from the above deadlines, especially in procedures for the award of public contracts below the thresholds, the time limits referred to in Article 121 shall apply.

**Article 28**

Restricted procedure (Article 28 of Directive 2014/24 / EU)
1. In restricted procedures, any economic operator may apply to participate in a call for tenders containing the information set out in Part B or C, as the case may be in Annex V of Appendix A, providing the quality selection information requested by the contracting authority.

   The minimum time limit for receipt of applications is 30 days from the date of dispatch of the contract notice to the Union Publications Office or, if the preliminary notice from the date of dispatch of the call for interest to the Union Publications Office is used.

2. Only economic operators invited by the contracting authority after the evaluation of the information provided may submit a tender. Contracting authorities may limit the number of suitable candidates invited to participate in the procedure in accordance with Article 84.

   The minimum deadline for receipt of tenders is 30 days from the date of dispatch of the invitation to tender.

3. In cases where the contracting authorities have published a preliminary notice which is not used itself as a means of tendering, the minimum time limit for receipt of tenders of 30 days set out in the third subparagraph of paragraph 2 may be limited to 10 days, provided that all the following conditions are met:

   (a) the preliminary notice contained all the information required in accordance with Part B of Section I of Annex V to Appendix A if such information was available at the time of publication of the preliminary notice.

   (b) the preliminary notice was sent for publication within 35 days to 12 months prior to the date of dispatch of the contract notice.

4. The non-central contracting authorities may set a time limit for the receipt of tenders by mutual agreement between the contracting authority and the selected candidates, provided that all selected tenderers are given equal time to draw up and submit their tenders. In the absence of an agreement on the time limit for receipt of tenders, the time limit shall not be less than 10 days from the date of dispatch of the invitation to tender.

5. The mutual agreement of par. 4 is drawn up according to the more specific provisions of the contract documents, provided that the principle of equal treatment of the candidates is ensured and is properly documented.

6. The deadline for receipt of tenders specified in paragraph 2 may be shortened by five days when the contracting authority accepts the submission of tenders by
Where an emergency makes it impossible to comply with the time limits laid down in this Article, those authorities may, by reasoned decision, designate:

(a) deadline for receipt of applications for participation which is not less than 15 days from the date of dispatch of the contract notice;

b) deadline for receipt of tenders which may not be less than 10 days from the date of dispatch of the invitation to tender.

8. By way of derogation from the above deadlines, in particular in procedures for the award of public contracts below the thresholds, the time limits laid down in Article 121 shall apply.

Article 29

Competitive negotiated procedure (Article 29 of Directive 2014/24 / EU)

1. In competitive bidding procedures, any economic operator may apply for participation in the invitation to tender which includes the information set out in Parts B` and C` of Annex V of Appendix A`, providing the quality selection information requested by the contracting entity. principle•

In the contract documents, the contracting authorities:

(a) determine the subject matter of the contract, describing their needs and the characteristics required for the goods, works or services of the contract;

(b) specify the criteria for the award of the contract;

(c) indicate which elements of the description set out the minimum requirements that all tenders must meet.

The information provided is sufficiently defined so that economic operators can determine the nature and scope of the contract and decide whether to apply to participate in the process.

The minimum time limit for receipt of applications is 30 days from the date of dispatch of the contract notice or, if the preliminary notice is used as the tender notice, from the date of dispatch of the invitation to confirm interest.

The minimum deadline for receiving the initial offers is 30 days from the date of sending the invitation.
2. An initial tender, which is the basis of the subsequent negotiations, can only be submitted by the economic operators invited by the contracting authority, after the evaluation of the information provided. Contracting authorities may limit the number of suitable candidates invited to participate in the procedure in accordance with Article 84.

3. Unless otherwise specified in paragraph 5, contracting authorities shall negotiate with tenderers the initial and any subsequent tenders they submit, excluding the final tender within the meaning of paragraph 8, with a view to improving their content.

Minimum requirements and award criteria are not negotiable.

4. Contracting authorities may award contracts on the basis of the initial non-negotiated bids, provided that they have indicated in the contract notice or in the invitation to confirm their interest that they have the option to do so.

5. During the negotiations, the contracting authorities shall ensure that all tenderers are treated equally.

To this end, contracting authorities:

(a) do not provide information in a discriminatory manner which may favor certain tenderers over others;

b) inform all bidders whose tenders have not been excluded, in accordance with paragraph 7 in writing of any changes to the technical specifications or other contract documents other than those specifying the minimum requirements;

(c) provide, after such changes, sufficient time for tenderers to amend and resubmit modified tenders, as appropriate.

Pursuant to Article 21, the contracting authorities shall not disclose to the other participants confidential information provided by a candidate or tenderer in the negotiations without his / her written consent. This consent does not take the form of a general waiver, but is provided regarding the intended disclosure of the specific information.

6. Competitive bidding procedures can be conducted in successive phases, in order to reduce the number of bids to be traded by applying the award criteria set out in the contract notice, invitation to tender or other contract document. The
When the contracting authority intends to complete the negotiations, it shall inform the remaining tenderers and set a common deadline for the submission of any new or revised tenders. Verifies that the final tenders meet the minimum requirements and complies with the provisions of Article 71, evaluates the final tenders on the basis of the award criteria and awards the contract in accordance with Articles 85 to 89.

8. By way of derogation from the above deadlines, in particular in procedures for the award of public contracts below the thresholds, the time limits laid down in Article 121 shall apply.

**Article 30**

**Competitive dialogue (Article 30 of Directive 2014/24 / EU)**

1. In competitive dialogues, any economic operator may apply for participation following a contract award, providing the quality selection information requested by the contracting authority. The minimum deadline for receipt of applications is 30 days from the date of dispatch of the contract notice. Only economic operators invited by the contracting authority may participate in the dialogue, after evaluating the information provided. Contracting authorities may limit the number of eligible candidates invited to participate in the procedure in accordance with Article 84. The contract shall be awarded solely on the basis of the award criterion of the most economically advantageous tender,

2. Contracting authorities shall indicate their needs and requirements in the contract notice and shall identify those needs and requirements in that notice and / or in a descriptive document. At the same time, in the same documents, they also present and identify the selected award criteria and set an indicative timetable.

3. Contracting authorities shall enter into a dialogue with the selected participants in accordance with the relevant provisions of Articles 71 to 85, 101 and 102, the purpose of which shall be to explore and identify the means by which they can best meet the needs of the other. During this dialogue, they can discuss all aspects of the contract with the selected participants. During the dialogue, contracting authorities shall ensure equal treatment of all participants. To this end, they shall not provide discriminatory information which may favor certain participants over others in accordance with Article 21; the contracting authorities shall not disclose to the other participants the proposed solutions or other confidential information provided by a candidate or tenderer participating in the dialogue without his / her written consent.
Competitive dialogues may be conducted in successive phases, in order to reduce the number of solutions under consideration during the dialogue phase, by applying the award criteria set out in the contract notice or in the descriptive document. In the contract notice or in the descriptive document, the contracting authority shall indicate whether it will make use of the above possibility.

5. The contracting authority shall continue the dialogue until it can identify the solution(s) that may meet its needs.

6. After announcing the end of the dialogue and informing the remaining participants, the contracting authorities shall invite, within the time and within the time limit specified in the contract documents, each of them to submit its final bid, based on the solution or solutions submitted and identified by the duration of the dialogue. These offers contain all the necessary and necessary elements for the execution of the project. At the request of the contracting authority, these tenders may be clarified, specified and optimized. However, clarification, specialization, optimization or additional information may not result in changes to the essential elements of the offer or public procurement.

7. The contracting authorities shall evaluate the tenders submitted on the basis of the award criteria set out in the contract notice or in the descriptive document. At the request of the contracting authority, negotiations may be held with the tenderer deemed to have submitted the most economically advantageous tender in terms of the best value for money, in accordance with Article 86, to confirm the financial commitments or other conditions contained in the tender, finalizing the terms of the contract, provided that:

(a) does not involve a substantial modification of key elements of the tender or public contract, including the needs and requirements specified in the contract notice or in the descriptive document; and

(b) there is no risk of distortion of competition or discrimination.

8. Contracting authorities may provide for the awarding of prizes or the payment of sums to participants in the dialogue.

Article 31
Innovation Partnership (Article 31 of Directive 2014/24 / EU)
In Innovation Partnerships, any economic operator may apply for participation following a contract award, providing the quality selection information requested by the contracting authority.

In the contract documents, the contracting authority:

(a) identify the need for an innovative product, service or project that cannot be satisfied by purchasing goods, services or works already on the market;

b) indicate the elements of the description that define the minimum requirements that all bids must meet.

The information provided is sufficiently defined so that economic operators are able to determine the nature and extent of the solution required and decide whether to apply for participation in the process. The contracting authority may decide to form the innovation partnership with one partner or with several partners carrying out separate research and development activities. The minimum deadline for receipt of applications is thirty (30) days from the date of dispatch of the contract notice. Only economic operators invited by the contracting authority can participate in the process, after evaluating the information submitted.

2. The Innovation Partnership aims to develop an innovative product, service or work and to subsequently purchase the resulting goods, services or works, provided that they meet the agreed levels of performance and maximum performance between contracting authorities and participants. The innovation partnership is structured in successive phases, according to the sequence of steps of the research and innovation process, which may include the construction of goods, the provision of services or the completion of projects. The Innovation Partnership sets out intermediate goals to be achieved by the partners and provides for the payment of remuneration in appropriate installments.

Based on the above objectives, the contracting authority may decide at any stage to terminate the innovation partnership or, in the case of an innovation partnership with more than one partner, to reduce the number of partners by terminating individual contracts, provided that the contracting authority has mentioned in the contract documents these possibilities and the conditions of their use.

3. Unless otherwise specified in this Article, contracting authorities shall negotiate with tenderers the initial and all subsequent tenders they submit, with the exception of the final tender in order to improve their content. Minimum requirements and award criteria are not negotiable.
During the negotiations, the contracting authorities shall ensure that all tenderers are treated equally. To this end, they do not provide discriminatory information that may favor some tenderers over others. Inform, in due time and within the time limit specified in the contract documents, all tenderers whose tenders have not been excluded, in accordance with paragraph 5 in writing, of any changes to the technical specifications or other contract documents, other than those specifying the minimum requirements. Following these changes, contracting authorities shall provide sufficient time for tenderers to amend and resubmit modified tenders, as appropriate. Pursuant to Article 21 the contracting authorities shall not disclose to the other participants confidential information provided by a candidate or tenderer participating in the negotiations without his / her written consent. This consent does not take the form of a general waiver, but is provided regarding the intended disclosure of the specific information.

5. Negotiations during the Innovation Partnership proceedings may take place in successive stages, in order to reduce the number of tenders to be negotiated by applying the award criteria set out in the contract notice, in the contract confirmation of interest or in the contract documents. The contracting authority shall indicate whether it will use this option in the contract notice, in the invitation to confirm interest or in the contract documents.

6. In selecting candidates, contracting authorities shall in particular apply the criteria relating to the candidates' competence in the field of research and development, as well as their ability to develop and implement appropriate solutions. Only economic operators invited by the contracting authority, after evaluating the information requested, may submit research and innovation plans to meet needs which the contracting authority has identified as unavailable through existing solutions. In the contract documents, the contracting authority defines the agreements applicable to the intellectual property rights. For these issues, the contracting authority, when drafting the contract documents, may request the assistance of the Intellectual Property Organization (OPI), of the Industrial Property Organization (OBI), the General Secretariat for Research and Technology and the General Secretariat for Trade and Consumer Protection of the Ministry of Economy, Development and Tourism, depending on their competence. In the event of an innovation partnership with more than one partner, the contracting authority shall, in accordance with Article 21, not disclose to the other partners solutions proposed by a partner or other confidential information transmitted by him through the partnership without his written consent. This consent does not take the form of a general waiver, but is provided in connection with the intended disclosure of such information. of the General Secretariat for Research and Technology and the General Secretariat for Trade and Consumer Protection of the Ministry of Economy, Development and
Article 21, not disclose to the other partners solutions proposed by a partner or other confidential information transmitted by him through the partnership without his written consent. This consent does not take the form of a general waiver, but is provided in connection with the intended disclosure of such information. of the General Secretariat for Research and Technology and the General Secretariat for Trade and Consumer Protection of the Ministry of Economy, Development and Tourism, depending on their competence. In the event of an innovation partnership with more than one partner, the contracting authority shall, in accordance with Article 21, not disclose to the other partners solutions proposed by a partner or other confidential information transmitted by him through the partnership without his written consent. This consent does not take the form of a general waiver, but is provided in connection with the intended disclosure of such information. in accordance with Article 21, does not disclose to other partners solutions proposed by a partner or other confidential information transmitted by it in the context of the cartel without its written consent. This consent does not take the form of a general waiver, but is provided in connection with the intended disclosure of such information. in accordance with Article 21, does not disclose to other partners solutions proposed by a partner or other confidential information transmitted by it in the context of the cartel without its written consent. This consent does not take the form of a general waiver, but is provided in connection with the intended disclosure of such information.

7. The contracting authority shall ensure that the structure of the partnership and in particular the duration and value of the different phases correspond to the degree of innovation of the proposed solution and the sequence of research and innovation activities required to develop an innovative solution not yet available on the market. The estimated value of the goods, services or works is not disproportionate to the investment required for their development.

**Article 32**

**Recourse to the negotiated procedure without prior publication (Article 32 of Directive 2014/24 / EU)**

1. In the special cases and circumstances provided for in paragraphs 2 to 6, contracting authorities may award public contracts using the negotiated procedure without prior publication.

2. The negotiated procedure without prior publication may be used for public works, supply and service contracts in any of the following cases:
have been submitted, provided that the original terms of the contract have not been substantially amended and a report is submitted to the Commission at its request.

A tender is considered inappropriate when it is irrelevant to the contract and manifestly fails, without substantially modifying, to meet the needs and requirements of the contracting authority as specified in the contract documents.

An application for participation shall be deemed inappropriate when the economic operator has a compulsory or potential exclusion in accordance with Article 73 or if he does not meet the quality selection criteria set by the contracting authority in accordance with Articles 75, 76 and 77.

(b) if the works, goods or services can only be provided by a specific economic operator for any of the following reasons:

aa) the purpose of the contract is the creation or acquisition of a unique work of art or artistic event;

bb) absence of competition for technical reasons;

(cc) protection of exclusive rights, including intellectual property rights.

The exceptions set out in subparagraphs bb and cc apply only if there is no reasonable alternative or substitute and the absence of competition is not the result of an artificial restriction of the parameters of the contract;

(c) to the extent that it is absolutely necessary, if due to an urgent need due to events unforeseen to the contracting authority, it is not possible to comply with the time limits laid down for open, restricted or competitive negotiated procedures.

The circumstances invoked by the contracting authorities to justify the urgency should in no case be their own responsibility.

3. The negotiated procedure without prior publication may be used for public supply and service contracts for the purchase of goods or services, under very favorable conditions, either by a supplier who is permanently ceasing his commercial activities or by the liquidator of insolvency proceedings, court settlement or similar proceedings. provided for in law.

4. The negotiated procedure without prior publication can be used for public procurement:
under this case do not involve the production of quantities capable of ensuring the 
commercial viability of the product or the amortization of research and development 
costs;

(b) for additional deliveries made by the original supplier and intended either for the 
partial replacement of goods or installations or for the extension of existing goods 
or installations, if the change of supplier would oblige the contracting authority to 
acquire goods with different technical characteristics which would cause or 
disproportionate technical difficulties in the use and maintenance, the duration of 
these contracts, as well as of recurring contracts, does not normally exceed three 
years,

(c) in the case of goods listed and traded on a commodity exchange.

5. The negotiated procedure without prior publication may be used for public 
service contracts where the relevant contract follows a design contest organized in 
accordance with Part A of this Book and must, in accordance with the rules set out 
in the design contest, be awarded to winner or one of the winners of this 
competition.

In the latter case, all winners of the competition must be invited to participate in the 
negotiations.

6. The negotiated procedure without prior publication may be used for new works or 
services consisting in the repetition of similar works or services entrusted to the 
economic contractor of the original contract by the same contracting authorities, 
provided that such works or services are in accordance with with a basic study and 
that this study was the subject of an initial contract, which has been concluded, in 
accordance with paragraph 1 of Article 26. The basic study shall indicate the extent 
of possible additional works or services and the terms of their award. The possibility 
of using this procedure must be indicated at the time of the first invitation to tender, 
and the total amount provided for the continuation of the work or services shall be 
taken into account by the contracting authorities for the application of Article 5.

Article 32a

The following indents of Article 32 are excluded from the mandatory application of 
Articles 22 (1), 36, 72 (1) indent (a), 79 (1) to (4), and 221 (8) and (9):

(a) where the possibility of award is limited to a predetermined participant, in 
accordance with indent b) of paragraph 2, paragraph 3, indent b) of paragraph 4
(b) due to the urgency of the award in accordance with indent c) of paragraph 2, or
(c) due to the particular characteristics of the transaction in the case of commodities
that are listed and traded on a commodity exchange in accordance with indent c) of
paragraph 4.

In cases a) and b) the procedure is carried out in accordance with the terms of the
invitation, where it exists, and the evaluation of the bids can be done in a single
stage with the award of the contract. In case γ no prior invitation is required and
the procedure is carried out based on the particular characteristics of the
transaction. The negotiation process is done by a three-member body, which is set
up by the Contracting Authority and proposes to the decision-making body for any
issue that arises during the award of the contract.

As added with Par.1 Article 43 LAW 4605/2019 with effect on 1/4/2019
See the evolution of the article

**TMHMA II**
TECHNIQUES AND TOOLS FOR ELECTRONIC AND CENTRAL CONTRACTING
PROCEDURES

**ENOTHTA 1**
ELECTRONIC MEANS OF CONTRACTING

**Article 33**
Dynamic purchasing systems (Article 34 of Directive 2014/24 / EU)

1. Contracting authorities may use the dynamic purchasing system for current
market purchases, the general characteristics of which are generally available on
the market meet their requirements. The dynamic purchasing system operates as a
fully electronic process and is open throughout the validity period of the purchasing
system to any economic operator that meets the selection criteria. It can be divided
into categories of goods, works or services that are objectively defined based on
the characteristics of the contract to be executed within the respective category.
These characteristics may include a reference to the maximum permissible size of
the specific contracts that follow or to a specific geographical area in which these
contracts will be performed.

2. For the conclusion of a contract under a dynamic purchasing system,
contracting authorities shall follow the rules of restricted procedure. All candidates
who meet the selection criteria shall be admitted to the system and the number of
candidates admitted to the system shall not be limited in accordance with Article 84.
When contracting authorities divide the system into categories of goods, works or services in accordance with paragraph 1, determine the applicable selection criteria for each category.

By way of derogation from Article 28, the following time limits shall apply:

(a) the minimum time limit for receipt of requests to participate shall be 30 days from the date of dispatch of the contract notice or, if the preliminary notice is used as a means of tender notice, from the date of dispatch of the invitation to confirm interest. Following the submission of the invitation to tender for the conclusion of the first specific contract under the dynamic purchasing system, there is no additional deadline for receipt of applications.

(b) the minimum time limit for receipt of tenders shall be at least 10 days from the date of dispatch of the invitation to tender. If necessary, paragraph 4 of Article 28 shall apply, paragraphs 3 and 5 of Article 28 shall not apply.

3. All communications within a dynamic purchasing system shall be made exclusively by electronic means, in accordance with paragraphs 1, 3 and 5 of Articles 22 and 37.

4. For the purposes of awarding contracts within a dynamic procurement system, contracting authorities:

(a) publish a tender notice stating that it is a dynamic purchasing system;

(b) specify in the contract documents at least the nature and estimated quantity of the planned purchases, as well as all necessary information concerning the dynamic purchasing system, including its operation, the electronic equipment used and the technical arrangements and specifications of the connection;

(c) indicate any division into categories of goods, works or services and their characteristics;

(d) for as long as the system is in force, offer free, direct and full access to the contract documents in accordance with Article 67.

5. Contracting authorities shall, throughout the period of validity of the dynamic purchasing system, enable any economic operator to apply to participate in the system, subject to the conditions set out in paragraph 2. Contracting authorities shall complete the evaluation of such applications; according to the selection criteria, within 10 working days of receipt. This period may be extended to 15 working days in individual cases, where this is justified, in particular by the need to
and unless the invitation to tender for the first specific contract has been sent under the dynamic purchasing system, contracting authorities may extend the evaluation period, provided that no invitation to tender is published during the extended evaluation period. The duration of the extension that the contracting authorities intend to apply is stated in the contract documents.

Contracting authorities shall inform the economic operator concerned as soon as possible whether or not it has been admitted to the dynamic purchasing system.

6. Contracting authorities shall invite all participants who have been accepted to submit a tender for the conclusion of each specific contract within the dynamic purchasing system, in accordance with Article 69. Where the dynamic purchasing system is divided into categories of works, goods or services, authorities invite all bidders selected in the category of this contract to submit a bid.

They award the contract to the tenderer who submits the best bid, based on the award criteria set out in the contract for the dynamic purchasing system or, if a preliminary notice has been used as a means of tendering, in the call for confirmation of interest. These criteria may, on a case-by-case basis, be specified more precisely in the invitation to tender.

7. Contracting authorities may, at any time during the period of validity of the dynamic purchasing system, require entrants admitted to submit a renewed and up-to-date responsible declaration, as provided for in Article 79 (1), within five working days of the date of transmission of the request.

Paragraphs 3 to 5 of Article 79 shall apply throughout the period of validity of the dynamic purchasing system.

8. Contracting authorities shall indicate the period of validity of the dynamic purchasing system in the invitation to tender. They shall inform the Commission of any change in the period of validity by using the standard forms below:

(a) if the period of validity changes without the system ceasing to function, by means of the form initially used for the tendering procedure for the dynamic purchasing system;

(b) if the system ceases to operate through the notification of a contract referred to in Article 64.
The contracting authority shall indicate in the contract documents the specific conditions of application of this Article.

11. The first contract, regardless of its value, is subject to a precautionary review of legality, in accordance with the provisions in force at the time of the Court of Auditors, if the total estimated value of the Dynamic Purchasing System exceeds the applicable limits.

As added with Par.2 Article 43 LAW 4605/2019 with effect on 1/4/2019

See the evolution of the paragraph

Article 34
Electronic auctions (Article 35 of Directive 2014/24 / EU)

1. Contracting authorities may resort to electronic auctions, in which new, reduced prices and / or new values are presented for certain elements of the tenders. For this purpose, the contracting authorities organize the electronic auction in the form of a repeated electronic procedure, carried out after a preliminary complete evaluation of the bids, allowing their classification based on automatic evaluation methods.

Since some public service and works contracts for copyright services, such as project design, cannot be classified using an automated evaluation method, these contracts are not subject to electronic auctions.

2. In open or restricted or competitive bidding procedures, contracting authorities may decide that, prior to the award of a public contract, an electronic auction shall take place when the content of the contract documents, in particular the technical specifications, can be precisely determined.

Under the same conditions, the electronic auction may be used in the new tender between the parties to a framework agreement, as provided for in points (b) or (c) of Article 39 (5), or in the tender for the award of contracts under dynamic purchasing system, as referred to in Article 33.

3. The e-auction concerns one of the following elements of tenders:

(a) prices only if the contract is awarded solely on the basis of price;

(b) the prices and / or new values of the supply characteristics indicated in the contract documents, if the contract is awarded on the basis of the best value for
4. Contracting authorities which decide to use an electronic auction shall indicate in the contract notice or in the invitation to confirm interest. The contract documents shall include at least the information listed in Annex VI of Appendix A.

5. Prior to the electronic auction, the contracting authorities shall conduct a first complete evaluation of the tenders, in accordance with the award criterion or criteria and their weighting as specified. The tender shall be considered admissible when it has been submitted by a tenderer who has not been excluded in accordance with Article 73 and meets the selection criteria, and if the tender complies with the technical specifications, without being irregular or inadmissible or unsuitable.

Irregular tenders are considered to be those tenders that do not meet the conditions of the contract documents, those that were received late, when there is evidence of collusion or corruption or those that are judged by the contracting authority to be unusually low.

Ineligible bids are considered to be those submitted by bidders who do not have the required qualifications and those whose price exceeds the budget of the contracting authority, as determined and documented before the start of the contract award process.

A bid is considered inappropriate when it is not related to the contract and clearly fails, without substantial modification, to meet the needs and requirements of the contracting authority, as specified in the contract documents.

An application for participation shall be deemed inappropriate when the economic operator has a compulsory or potential exclusion in accordance with Articles 73 and 74 or when he does not meet the quality selection criteria set by the contracting authority in accordance with Articles 75, 76 and 77.

All bidders who have submitted acceptable bids are invited to participate in the online auction at the same time, using, at the pre-determined day and time, the login details, according to the instructions provided in the invitation. The e-auction can be conducted in successive phases. The e-auction does not start until two working days have elapsed from the date the invitations are sent.

6. The invitation is accompanied by the result of the full evaluation of the relevant offer, which is carried out, according to the weighting provided in the second paragraph of par. 10 of article 86.
The invitation also states the mathematical formula to be used in the electronic auction, for the automatic reclassification based on the new prices and/or the new values submitted. Unless the most economically advantageous tender is determined on the basis of price alone, this formula expresses the relative weighting of each criterion chosen to determine the most economically advantageous tender, as stated in the notice used, as a means of announcing the tender or in other contract documents. To this end, any fluctuation margins are determined in advance with specific values.

In case alternative offers are allowed, a separate mathematical formula is provided for each alternative offer.

7. During each phase of the e-auction, the contracting authorities shall promptly and promptly disclose to all tenderers at least the information that enables them to know their respective ranking at all times. They may, if indicated in advance, disclose other information about other prices or values submitted. They can also announce at any time the number of participants in each phase of the auction. However, in no case can they disclose the identity of the bidders during the various phases of the electronic auction.

8. Contracting authorities shall terminate the electronic auction in one or more of the following ways:

a) at the predetermined date and time,

(b) when they no longer receive new prices or new values which meet the requirements for minimum variations, provided that they have previously stated the time allowed for receipt of the last submission before the conclusion of the electronic auction; or

(c) when the predetermined phases of the auction have all been completed.

If the contracting authorities intend to close the electronic auction in accordance with subparagraph (c) of the first subparagraph, possibly in conjunction with the procedure provided for in subparagraph (a), the invitation to tender shall specify the timetable for each phase of the auction.

As amended by Article 22 LAW 4441/2016 with effect on 6/12/2016
See the evolution of the paragraph

9. After the completion of the electronic auction, the contracting authorities shall award the contract, in accordance with Article 86, on the basis of the results of the electronic auction.
1. Where the use of electronic media is required, contracting authorities may, subject to the decision of paragraph 2, stipulate that tenders must be submitted in the form of an electronic catalog or include an electronic catalog.

2. By joint decision of the Ministers of Economy, Development and Tourism and the Minister responsible for the matter, the use of electronic catalogs for specific types of contracts may become mandatory.

3. Tenders submitted in the form of an electronic catalog may be accompanied by other documents that supplement the tender.

4. The electronic lists shall be drawn up by the tenderers or tenderers, with a view to their participation in a specific contract award procedure, in accordance with the technical specifications and the format to be determined by the contracting authority. In addition, electronic catalogs shall comply with the requirements for electronic media, as well as with any additional requirements laid down by the contracting authority, in accordance with Articles 22, 36 and 37.

5. Where the submission of tenders in the form of electronic catalogs is permitted or required, contracting authorities:

   (a) indicate it in the contract notice or in the invitation to confirm interest, where the preliminary notice has been used as a means of tendering;

   (b) indicate in the contract documents all the necessary information, in accordance with Articles 36 and 37, regarding the format, the electronic equipment used and the technical arrangements and specifications of the connection for the directory.

6. If a framework agreement has been concluded with more than one economic operator following the submission of tenders in the form of electronic catalogs, contracting authorities may stipulate that a new invitation to tender for specific contracts shall take place on the basis of updated lists. In this case, contracting authorities shall use one of the following methods:

   (a) invite tenderers to resubmit their electronic catalogs, adapted to the requirements of that contract; or
requirements of the contract in question, provided that the use of this method has been indicated in the contract documents for the framework agreement.

7. If the contracting authorities announce a new invitation to tender for specific contracts, in accordance with indent b` of par. 6, they shall inform the tenderers of the date and time at which they intend to collect the information to the requirements of this contract and provide tenderers with the opportunity to refuse such information collection. Contracting authorities shall provide for a sufficient period of time between the information and the collection of information. Prior to the award of the contract, the contracting authorities shall present the information collected to the tenderer concerned, giving him the opportunity to challenge or confirm that the tender thus obtained does not contain material errors.

8. Contracting authorities may award contracts on the basis of a dynamic purchasing system by requiring tenders for a particular contract to be submitted in the form of an electronic catalog. Contracting authorities may also award contracts on the basis of a dynamic purchasing system, in accordance with indent b` of paragraphs 6 and 7, provided that the application for participation in the dynamic purchasing system is accompanied by an electronic catalog, in accordance with the technical specifications and the format specified by the contracting authority. This list is then completed by the candidates, after being informed of the contracting authority's action to draw up tenders through the procedure in point (b) of paragraph 6.

**ENOTHTA 2
NATIONAL ELECTRONIC PUBLIC PROCUREMENT SYSTEM

Article 36
Obligation to use ESIDIS function

1. The contracting authorities are obliged to use the Ε.Σ.Η.Δ.Η.Σ. at all stages of the public procurement process of this law, with an estimated value of more than sixty thousand (60,000) euros, excluding VAT.

2. The Ε.Σ.Η.Δ.Η.Σ. must comply with: a) the requirements of Annex IV of Appendix A` and b) the rules of the present article and articles 22 and 37. In addition to the above, Ε.Σ.Η.Δ.Η.Σ. must comply with the provisions: a) in Law 3979/2011 (A` 138) and in the legislation issued by this authorization, in particular in the E-Government Services Provision Framework (EPC), which was ratified by
By joint decision of the Ministers of Economy, Development and Tourism and Infrastructure, Transport and Networks, the technical issues concerning the assignment and execution of public contracts for projects, studies and provision of technical and other related scientific services regarding:

a) the determination of the content, the rules and details of use of the individual tools of ESIDIS, such as the online management of requests and information, the use of templates, the electronic notification, the process of electronic conclusion of the concluded public contracts, the electronic catalogs, electronic auctions, dynamic purchasing systems, electronic ordering, electronic invoicing, electronic payments,

b) the terms and conditions for the submission, notification, circulation of documents through ESIDIS, their type and content, the determination of the time of dispatch or receipt and the calculation of deadlines, evidence of notification and access by the interested financial body, as well as the manner and proof of access to documents through the Ε.Σ.Η.Δ.Η.Σ. and providing copies and

c) the definition and implementation of user training measures, through relevant training and education programs and seminars or by drafting codes of practice.

4. By joint decision of the Ministers of Economy, Development and Tourism, Infrastructure, Transport and Networks, as well as the competent Minister, as the case may be, the technical issues concerning the interoperable connection of Ε.Σ.Η.Δ.Η.Σ. with the National Public Procurement Database of the Authority and the information systems of the contracting authorities, and of all kinds of public sector bodies, such as the General Commercial Register, the Commitment Register of the General Accountant of the State, the relevant Registers of the Ministry of Infrastructure, Transport Networks (MEK, MEEP, etc.), of the DIAVGEIA Program of V. 3862/2010 (A' 112), as in each case, the Integrated Information System for monitoring co-financed projects, and with any other information system deemed necessary for the monitoring public procurement for auditors,

5. By decision of the Minister of Economy, Development and Tourism, the technical issues concerning the supply and service contracts are regulated, concerning:

a) the operation of the ESIDIS electronic portal, its structure and content, in accordance with the provisions of V. 3979/2011 and the PD, the classification of users, the way of accessing and studying the tender documents and the creation
website and the implementation of the current legislation for the protection of personal data of the users of ESIDIS,

b) the determination of the content, the rules and the details of the use of the individual tools of ESIDIS, such as the internet management of requests and information, the use of templates, the electronic notification, the process of electronic conclusion of the public contracts, the electronic catalogs, the electronic auctions, dynamic purchasing systems, electronic ordering, electronic invoicing, electronic payments,

c) the terms and conditions for the submission, notification, circulation of documents through ESIDIS, their type and content, the determination of the time of dispatch or receipt and the calculation of deadlines, presumptions of notification and access by the interested party body, as well as the manner and proof of access to documents through the E.Σ.Η.Δ.Η.Σ. and providing copies,

(d) defining and implementing user training measures, through relevant training and education programs and seminars or by drawing up codes of practice; and

e) the terms and conditions that ensure, at a technical level, the uninterrupted and correct operation of E.Σ.Η.Δ.Η.Σ. at the General Secretariat for Trade and Consumer Protection of the Ministry of Economy, Development and Tourism.

6. The contracts of par. 1 are subject to a deduction of 0.02% in favor of the State, which is calculated on the value, excluding VAT, of the initial, as well as any additional contract. This amount is withheld in each settlement by the contracting authority in the name and on behalf of the General Directorate of Public Procurement and Supplies. A joint decision of the Minister of Economy, Development and Tourism and Finance regulates issues related to the time, manner and procedure of booking the above funds, as well as any other issue necessary for the implementation of this paragraph.

7. In the E.Σ.Η.Δ.Η.Σ. The National Register of Economic Bodies for the Supply of Goods and the Provision of Services is kept.

Article 37
ESIDIS security policy (article 22 par. 6 of Directive 2014/24 / EU)

1. The security level of E.Σ.Η.Δ.Η.Σ. must be proportionate to the risks.
The tools and devices for the electronic transmission and receipt of offers, as well as for the electronic receipt of applications must:

(a) information on electronic bidding and bidding specifications, including encryption and stamping, is available to interested parties;

(b) require advanced electronic signatures as defined in Regulation (EU) 910/2014 Contracting authorities must accept advanced electronic signatures supported by a recognized certificate, taking into account whether the certificates are issued by a certification-service-provider included in a list of confidence provided for in Commission Decision 2009/767 / EC, whether or not they have been established with or without a secure signature-making device, subject to compliance with the following conditions:

(aa) Contracting authorities must determine the required advanced signature format, based on the formats established by Commission Decision 2011/130 / EU, and implement the measures necessary to enable them to process such formats technically; • when a different electronic signature format is used, then the electronic signature or the holder of the electronic document includes information on the valid validation possibilities, under the responsibility of the National Telecommunications and Post Commission (EETT). The validation possibilities allow the contracting authority to validate, in a modern connection, free and in a way that is understandable for people with a different mother tongue, the electronic signature that has been received, as an advanced electronic signature,

EETT communicates the information regarding the provider of the validation services to the Commission.

(bb) in the case of tenders signed with the support of a recognized certificate included in the list of confidence, contracting authorities shall not apply any additional requirements which may prevent the use of such signatures by tenderers.

For documents used in the public procurement procedure and signed by a competent authority of a Member State or other issuing body, the competent authority or issuing body may specify the required format of advanced signatures, in accordance with the requirements of paragraph 2 of Article 1 of Decision 2011/130 / EU. It also implements the measures necessary to be able to technically process these formats, including in the relevant document the information required to process the signature. These documents shall contain in the electronic signature or in the electronic document holder information on the existing validation
3. The stamping services are provided, in accordance with the provisions of ΥΑΠ / Φ.40.4 / 163/2013 (Β` 401) decision of the Deputy Minister of Administrative Reform and e-Government, by third parties, national or foreign bodies, certified by the respective competent authorities for such services and interconnected with national time. The provision of the time stamping services is proved by a relevant electronic confirmation of receipt of the services of these ports to the user, the opsi is transmitted to the user through ESIDIS, in an encrypted manner and which is a document with a certain date. The contracting authority or the General Secretariat for Trade and Consumer Protection of the Ministry of Economy, Development and Tourism is not allowed to interfere in the time stamping process, as described above.

4. In cases of technical failure of ESIDIS, due to force majeure events, the contracting authority shall immediately take all necessary measures, in particular to comply with the minimum period for the submission of tenders and requests to participate, such as in particular the postponement of the final date and its relevant publication. The above weakness is certified by the Directorate of Development and Support of Ε.Σ.Η.Δ.Η.Σ. of the General Secretariat for Trade and Consumer Protection of the Ministry of Economy, Development and Tourism and, subsequently, with a reasoned decision, the contracting authority regulates the continuation of the tender.

5. Until the issuance of the presidential decree provided for in paragraph 4, the provisions of paragraphs 1 to 3 shall apply.

6. By joint decision of the Ministers of Interior and Administrative Reconstruction and Economy, Development and Tourism, the level of security required for the use of Ε.Σ.Η.Δ.Η.Σ. is determined. at the various stages of the procurement process and other applications of this system.

Article 38
Central Electronic Public Procurement Register (Κ.Η.Μ.ΔΗ.Σ.)
1. The Central Electronic Register of Public Procurement (“KIMDIS”), as established by article 11 of V. 4013/2011 at the Ministry of Economy, Development and Tourism (General Secretariat of Commerce and Consumer Protection), aims to collect, process and disclose of information regarding the contracts of this Book, which are concluded in writing, orally or electronically through contracting authorities and CAA, estimated value equal to or greater than the amount of one thousand (1,000) euros (excluding VAT) and regardless of the award procedure.

By joint decision of the Ministers of Interior and Administrative Reconstruction, Economy, Development and Tourism and the Minister in charge, the contracts that are excluded from the scope of this article can be defined in particular.

2. The operation of KIMDIS is subject to the provisions of Law 2472/1997 (Α΄ 50) and Articles 21 and 257. Access to the premises of KIMDIS is carried out without prejudice to the provisions for the protection of the individual from the processing of sensitive data, personal secrecy and the secrecy provided for in the current legislation, the rules of intellectual and industrial property, as well as the corporate or other secrecy provided for in more specific provisions.

3. Electronic data of the following stages for all the contracts of paragraph 1 are registered in KIMDIS by the contracting authorities / contracting entities and the KAA

(a) primary and approved requests, ie undertaking decisions and / or decisions of a body responsible for freezing credit;

b) the notice and the declaration,

c) the award or award decision;

d) the contract; and

e) the money order or any other document corresponding to it for the bodies that do not fall under law 4270/2014 (Α΄143).

As amended by Par.3 Article 43 LAW 4605/2019 with effect on 1/4/2019
See the evolution of the paragraph

4. The entry shall include, as appropriate, at least the following components:

a) the budget,

b) the Commitment Number, if the expense is subject to the provisions of p.d. 113/2010 (Α΄94),
the type of contract, ie supply, service, work, study or technical or other relevant scientific service;

(e) the geographical area based on the Nomenclature of territorial units for statistics (NUTS) of the place of execution;

(f) the name of the economic operator;

g) the VAT number of the economic operator,

h) the value of the contract,

(i) the country of origin / establishment of the economic operator to whom the contract was awarded;

(j) the contract award procedure and, in the event of a competitive negotiated procedure, a competitive dialogue and a negotiated negotiated procedure, the more specific circumstances of Articles 26, 32, 266 and 267 justifying the use of such procedures.

All of the above data and documents are posted in the "CLEAR PROGRAM", according to Law 3861/2010 (Α 112), as in force, are not registered primarily in the "CLEAR PROGRAM", but are automatically drawn from KIMDIS

5. For reasons of national security, the elements of paragraphs 3 and 4, as well as any other element defined by the decision of par. 6, concerning the armed forces, shall be registered in a classified information system, subject to the observance of the security regulations of the Ministry of National Defense.

For reasons of national security, the data of paragraphs 3 and 4, as well as any other element defined by the ministerial decision of par. 6, concerning the National Intelligence Service (NIS), are registered in a classified information system, subject to compliance of the security regulations of the Ministry of Interior and Administrative Reconstruction.

For reasons of national security, the elements of paragraphs 3 and 4, as well as any other element defined by the ministerial decision of par. 6, relating to contracts concluded by the Services of the Ministry of Foreign Affairs and characterized as secret or the conclusion and execution. They must be accompanied by special security measures registered in a classified information system, subject to compliance with the security regulations of the Ministry of Foreign Affairs.
By joint decision of the competent Minister and the Minister of Economy, Development and Tourism, the manner of submission of data, access to them, as well as any other necessary issues for the application of this paragraph are regulated.

6. By decision of the Minister of Economy, Development and Tourism and by joint decision of the Minister of Economy, Development and Tourism and the competent Minister in the cases of par. 5, more specific issues are regulated regarding the operation and management of KIMDIS, the website the structure, content and access to it, and the levels of classification, the procedure for issuing electronic registration codes, the case-by-case registration data, the time of their registration, the persons responsible for registration and the control of its proper observance, as well as any other relevant issue. A similar decision may specify specific issues concerning the determination of the manner, time and individual procedures for the registration of pending data,

7. The acts registered in KIMDIS are valid from their registration in it, without prejudice to articles 66 and 296. The regulations of the previous paragraph do not affect the relevant procedural regulations regarding the exercise of legal remedies and aids, nor the regulations of articles 345 to 374 as regards the bringing of appeals. If there is a difference between the data (transmitted) registered in KIMDIS and the text of the act posted on KIMDIS, the text of the act prevails. If there is a difference between the text of the deed posted on KIMDIS and the text of the original document of the deed, the text of the original deed of the deed prevails.

8. The registration of public contracts in KIMDIS, as well as the reference of the Internet Registration Number (ADAM), are elements of the regularity of the expenditure, in the sense that the existence of ADAM is equated with a supporting document required under par. 2 of article 91 of the law. 4270/2014 (AD143). It is enough for the ADAM to invoke for the ex-officio search of the acts that are registered both during the handling of cases of the administrators and during the communication between public bodies. The issuance of separate ADAMs concerns the documents registered in KIMDIS.

As amended by Par.1 Article 47 LAW 4472/2017 with effect on 19/5/2017
See the evolution of the paragraph

9. The publication of the announcement in KIMDIS replaces the obligation of publication in the Issue of Public Procurement Notices of the Government Gazette, subject to par. 4 of article 376.

As amended by Article 22 LAW 4441/2016 with effect on 6/12/2016
See the evolution of the paragraph
Framework agreements (Article 33 of Directive 2014/24 / EU)

1. Contracting authorities may conclude framework agreements within the meaning of indent 10 of paragraph 1 of Article 2 provided that they apply the provisions set out in this Book (Articles 3 to 221). The duration of a framework agreement shall not exceed four years, except in duly justified cases, in particular because of the subject matter of the framework agreement.

2. Framework agreements concluded for a period of less than four years may be extended without exceeding the maximum period of four years referred to in the preceding subparagraph, provided that the relevant extension is provided for in the contract documents. The duration of the performance of the individual contracts concluded within the time of implementation of the framework agreement may exceed the expiration time of the framework agreement.

3. Contracts based on a framework agreement shall be awarded in accordance with the procedures set out in this paragraph and paragraphs 4 and 5. These procedures may be applied only between contracting authorities clearly defined for that purpose. the invitation to tender or the invitation of confirmation of interest of the economic operators that are parties to the concluded framework agreement. Contracts based on a framework agreement may in no case entail substantial changes to the terms of the framework agreement, in particular in the case referred to in paragraph 4.

4. Where a framework agreement is concluded with a single economic operator, contracts based on this framework agreement shall be awarded in accordance with the terms of the framework agreement. For the award of these contracts,
Where a framework agreement is concluded with more than one economic operator, that framework agreement shall be executed in one of the following ways:

(a) in accordance with the terms and conditions of the framework agreement, without a call for tenders, provided that all the terms and conditions governing the provision of the relevant works, services and supplies and the objective conditions for determining the contractor in the framework agreement are specified; economic operator to implement these conditions shall be indicated in the documents of the Framework Agreement,

(b) where the framework agreement sets out all the conditions governing the provision of the relevant works, services and goods, partly without a new invitation to tender, in accordance with indent (a), and partly with a new invitation to tender between are Contracting Parties to the Framework Agreement, in accordance with subparagraph (c), if such possibility is provided for by the contracting authorities in the documents of the framework agreement. The choice of whether specific works, goods or services are purchased following a new invitation to tender or directly, in accordance with the conditions set out in the framework agreement, is based on objective criteria set out in the framework agreement documents. The contract documents also specify the terms of the new tender.

(c) if the framework agreement does not specify all the conditions governing the provision of works, services and goods, through a new tender between the economic operators that are parties to the framework agreement.

6. The tenders referred to in points (b) and (c) of paragraph 5 shall be based on the same conditions as those applicable to the award of the framework agreement and, where appropriate, on more precise terms and, where appropriate, on other terms referred to in the contract agreement documents, in accordance with the following procedure:

(a) for each contract to be concluded, the contracting authorities shall consult in writing with the economic operators capable of performing the contract;

(b) contracting authorities shall set a sufficient deadline for the submission of tenders for each specific contract, taking into account parameters such as the complexity of the subject matter of the contract and the time required for the submission of tenders;

(c) tenders are submitted in writing and are not open until the deadline for reply;
the contracting authorities shall award each contract to the tenderer who submitted the best tender, in accordance with the award criteria set out in the contract documents for the framework agreement.

7. When the subject of the framework agreement with several economic operators is subdivided into several divisions, only the economic operators of the divisions corresponding to the respective object of the executive contract shall be consulted.

8. In the case of framework agreements with several economic operators, in the context of the tenders referred to in points (b) and (c) of paragraph 5:

(a) in the submission of tenders, Article 79 shall apply mutatis mutandis in order for the economic operators to demonstrate that they continue to fulfill the relevant conditions as set out in the contract documents for the framework agreement;

(b) prior to the award of each contract, the contracting authority shall require the tenderer/s to whom it has decided to award the contract to submit relevant supporting documents in accordance with Articles 79 and 80, and as the case may be; Article 82. For the rest, Article 79 applies.

9. Framework agreements are sent to the Court of Auditors for prudential review, in accordance with the relevant provisions, while their implementing contracts only if their value independently exceeds the applicable limits.

As amended by Par.4 Article 43 LAW 4605/2019 with effect on 1/4/2019
See the evolution of the paragraph

10. In particular, for public design contracts and the provision of technical and other related scientific services, contracting authorities may conclude framework agreements, in accordance with this Article, with the consent of the competent technical council, when a set of similar studies is to be produced or for which the details are not known in advance, such as in particular the precise determination of the individual contracts, the start and end times of the individual studies or the provision of technical services, as well as the exact places where the contracts, but prices and, where appropriate, quantities may be specified. Framework agreements are concluded in particular to carry out supporting design work. The maximum value of the framework agreements concluded per year may not exceed twenty percent (20%) of the approved annual appropriations of the contracting authority for the contracts referred to in this paragraph, with an estimate of four years. The framework agreements concluded for the preparation of the Public Procurement Dossier, in accordance with Article 45, are not subject to this restriction.
Contracting authorities may:

(a) acquire goods and / or services from a CAA which offers the activity of sub-indent a` of indent 15 of paragraph 1 of Article 2 and / or

(b) acquire works, goods and services using contracts awarded by a CMO, dynamic purchasing systems operated by a CMO or, to the extent specified in the second subparagraph of Article 39 (3), a framework agreement concluded by a CMO offers the activity of sub-indent b` of indent 15 of paragraph 1 of Article 2.

When a dynamic purchasing system operated by a CAA can be used by other contracting authorities, this is stated in the tender notice introducing the system.

As amended by Article 22 LAW 4441/2016 with effect on 6/12/2016
See the evolution of the paragraph

2. A contracting authority shall fulfill its obligations under this Book (Articles 3 to 221) when:

(a) acquires goods or services from a CAA offering its activity in sub-indent a of indent 15 of paragraph 1 of Article 2; and / or (b) acquires works, goods or services using contracts awarded by the CAA, dynamic purchasing MET or, to the extent specified in the second subparagraph of Article 39 (3), a framework agreement concluded by the MET which offers the activity of sub-indent b of indent 15 of paragraph 1 of Article 2.

However, that contracting authority shall be responsible for fulfilling the obligations under this Book in respect of parts performed by it, such as:

(a) the award of a contract under a dynamic purchasing system operated by a CAA;

(b) the holding of a new invitation to tender under the framework agreement concluded by a CAA;

(c) the designation of the economic operator party to the framework agreement, pursuant to indents a` or b` of paragraph 5 of Article 39, who will perform a specific task within the framework agreement concluded by a CAA.

As amended by Article 22 LAW 4441/2016 with effect on 6/12/2016
See the evolution of the paragraph
Contracting authorities may, without applying the procedures of this Book, award a public contract for the provision of central purchasing services to a CAA. These public service contracts may also include the provision of ancillary purchasing activities.

**Article 41**

**Special arrangements for central purchasing activities and public procurement scheduling**

1. They shall act as EAECs within the meaning of indent 19 of paragraph 1 of Article 2:

   a) The General Secretariat of Infrastructure (GSY) of the Ministry of Infrastructure, Transport and Networks for public procurement of projects, studies and provision of technical and other related scientific services,

   b) the General Directorate of Public Procurement and Procurement (GATS and P) of the General Secretariat for Trade and Consumer Protection (GGE and PK) of the Ministry of Economy, Development and Tourism, for public procurement and general services contracts, subject to case c`

   c) the National Central Authority for Health Procurement (EKAPY) of the Ministry of Health for public contracts for the supply of medical, health, pharmaceutical goods and related services.

As amended by Par.2 Article 24 LAW 4472/2017 with effect on 19/5/2017

See the evolution of the paragraph

2. By joint decision of the Minister in charge of EKAA and the Minister responsible for the subject matter, CAAs may be established, with the responsibility of providing central purchasing activities either at the level of different categories of public sector bodies, either by sector or market sector or by geographical units of the country or by a combined application of these criteria. A similar decision shall specify specific issues, respectively those of paragraphs 3 and 4, for the provision of centralized purchasing activities by CAA, for the sectors and their contracting authorities, in accordance with the existing provisions.

3. By decision of the Minister in charge of EKAA, more specific issues are defined, which concern the provision of central and auxiliary purchasing activities by the respective competent EKAA and in particular:
the categories of works, goods and services which will be the subject of grouping at national, regional, local level and for which the contracting authorities are obliged to apply to the EAEC;

(c) the categories of contracts excluded from the competence of EAECs; and

d) any relevant issue for the application of the above.

As amended by Article 22 LAW 4441/2016 with effect on 6/12/2016
See the evolution of the paragraph

4. By decision of the Minister in charge of EKAA, the following shall be determined at national level, in accordance with the provisions of the decision of paragraph 3:

(a) the specific categories of contracts, framework agreements and dynamic purchasing systems to be awarded annually by the EAEC, as well as the contracting authorities for which they are intended; in addition to contracts already exempted from the competence of EAECs under the decision referred to in paragraph 3.

The decision of this paragraph is issued after an opinion:

a) the Technical Council of EKAA of indent a of paragraph 1, for the issues of its competence;

(b) the committee referred to in paragraph 5 on matters within the competence of the EAEC under indent (b) of paragraph 1; and

(c) the committee referred to in paragraph 5 on matters within the competence of the EAEC in indent (c) of paragraph 1.

5. Recommended:

(a) a committee responsible for providing advice and opinions to the EAEC of indent b of paragraph 1 regarding the matters of this article, as well as of indent a of par. 3 of article 74; and

b) a committee with the authority to provide advice and opinions to the EKAA of indent c of paragraph 1 regarding the issues of this article.

By decision of the Minister provided by EKAA, the committees of cases a and b are formed, respectively, the number of their members, their qualities, regular and
By decision of the Minister in charge of EKAA or of the materially competent Minister or decision-making body of KAA, the contracting authorities may be entrusted with the execution of contracts and framework agreements concluded for them by EKAA or KAA, respectively.

7. Contracting authorities are required to submit a schedule for their contracts to the competent EAEC. This obligation does not apply to contracts that relate to, require or include classified information. By decision of the Minister in charge of EKAA, more specific issues of the planning and submission process of the table are regulated, such as in particular:

(a) the structure, content, records, programming years and time of submission, modification and completion of the table;

(b) the contracting authorities on a case-by-case basis and exempted;

(c) planned and excluded contracts;

(d) the bodies responsible for monitoring compliance with the programming obligation; and

(e) any other relevant issue.

As amended by Article 22 LAW 4441/2016 with effect on 6/12/2016
See the evolution of the paragraph

8. From the provisions of this article, with regard to the supply of goods and services that are obligatorily subject to central purchasing activities from the EKAA of indent b` of paragraph 1, are excluded the public contracts of supplies and services concluded by the following bodies:

(a) the parish churches, the ecclesiastical schools, the ecclesiastical institutions, the Apostolic Ministry of the Church of Greece and other ecclesiastical bodies,

(b) professional associations (lawyers, notaries, etc.);

(c) public legal entities operating in the form of a public limited company and their shares have been listed on the Stock Exchange;

(d) the Chambers.

Article 42
Two or more contracting authorities may agree to carry out certain specific procurement procedures jointly. The agreement is concluded in writing and clears at least the responsibilities of the parties, the division of liabilities between the parties and the details of the necessary expenses and credits of the parties.

2. If a contract award procedure is carried out entirely jointly in the name and on behalf of all the contracting authorities, the latter shall be jointly and severally liable for the performance of the obligations arising from this Book (Articles 3 to 221). This also applies if the procedure is managed by a contracting authority, acting both on its own behalf and on behalf of the other contracting authorities.

If the contract award procedure is not carried out in its entirety in the name and on behalf of the contracting authorities concerned, the latter shall be jointly and severally liable for those jointly contracted parties. Each contracting authority bears the sole responsibility for the fulfillment of its obligations, in accordance with this Book for the parties conducting it in its own name and on its own account.

Article 43

Procurement procedures with contracting authorities from different Member States (Article 39 of Directive 2014/24 / EU)

1. Without prejudice to Article 12, contracting authorities from different Member States may act jointly for the award of public contracts using one of the means set out in paragraphs 3 to 5.

Contracting authorities shall not use the means set out in paragraphs 3 to 5 with a view to avoiding the application of mandatory public law provisions in accordance with Union law to which the Member State concerned is subject.

2. Contracting authorities may use central purchasing activities offered by CCAs established in another Member State.

3. The provision of central purchasing activities by a CMO established in another Member State shall take place in accordance with the national provisions of the Member State in which the CCA is established.

The national provisions of the Member State in which the MET is established shall also apply to the following:

(a) contract award under a dynamic purchasing system;
(c) in determining, in accordance with subparagraph (a) or (b) of paragraph 5 of Article 39, that of the economic operator by those who participated in the framework agreement, the opossum will perform a specific task.

As amended by Article 22 LAW 4441/2016 with effect on 6/12/2016
See the evolution of the paragraph

4. Contracting authorities from different Member States may jointly award a public contract, conclude a framework agreement or operate a dynamic procurement system. They may also, to the extent specified in the second subparagraph of paragraph 3 of Article 39, award contracts under the framework agreement or the dynamic purchasing system. Unless the necessary information is regulated by an international agreement between the Member States concerned, the participating contracting authorities shall conclude an agreement specifying:

(a) the responsibilities of the parties and the relevant national provisions applicable;

(b) the internal organization of the contract award procedure, including the management of the procedure, the division of works, supplies or services to be awarded and the award of contracts.

A participating contracting authority shall fulfill its obligations under this Book when purchasing works, goods or services from the contracting authority responsible for the procurement process.

In determining the responsibilities and applicable national law in accordance with indent (a), contracting authorities may allocate specific responsibilities to each other and lay down the relevant applicable provisions in any Member State in which at least one of the participating authorities is established. The division of responsibilities and the relevant applicable national law are mentioned in the contract documents for the jointly awarded public contracts.

As amended by Article 22 LAW 4441/2016 with effect on 6/12/2016
See the evolution of the paragraph

5. If several contracting authorities from different Member States have set up a joint body, including the European Territorial Cooperation Groups under Regulation (EC) No 1082/2006 of the European Parliament and of the Council or of other bodies established under Union law, the participating contracting authorities shall agree, by decision of the competent body of the Joint Body, on the applicable national rules on procurement procedures of one of the following Member States:
the national provisions of the Member State in which the joint body carries on its activities.

The agreement referred to in the first subparagraph may either be applied for an indefinite period, when specified in the constituent act of the Joint Body, or for a specified period, in certain types of contracts or in one or more individual contracts.

T MHMA III

CONDUCT OF THE PROCEDURE

SECTION 1
PREPARATION

Article 44

Technical competence of contracting authorities in public works contracts and studies

1. In order to carry out the procurement process, the supervision and supervision of a public contract for a project or study, the competent technical service of each contracting authority is required to have a minimum staff that includes, in particular, its minimum number of staff and their qualifications (specialties, experience, etc.), in accordance with the decision of the next paragraph in order to be able to adequately respond to the project/studies to be assigned, depending on their estimated value, type, category, size and complexity. By joint decision of the Minister of Infrastructure, Transport and Networks and the competent Minister, as the case may be, issued within six (6) months from the publication of this, the minimum staffing by number, specialty, qualifications of its employees is determined,

2. In the event that the technical service does not meet the competency requirements set out in the decision referred to in paragraph 1, it shall be deemed to be a service without technical competence and carrying out the procurement procedure, supervising and supervising public contracts, works or studies within its competence, are carried out, with a program contract by the technical service of the body supervising the contracting authority or of the relevant region or by another technical service of General Government bodies of case b of par. 1 of article 14 of law 4270/2014 (AD 143).

This program contract shall specify at least: (a) the subject of the program contract, the program for the execution of the study or service and the estimated total cost;
and the details of their payment, (d) the criminal clauses and other consequences to the detriment of the new technical service imposed in case of faulty fulfillment of the mandate, (e) the conditions fulfillment of the duties of the new technical service and the termination of the program contract, (f) the manner and conditions of financing the contracts to be assigned by the new technical service, (g) the conditions of the technician, financial and accounting control of the developer during the phases of performance of the contract and (h) the operations and actions of the new technical service before which the prior approval of the developer is required.

Pending the adoption of the decision referred to in paragraph 1, the technical adequacy referred to in the preceding subparagraph shall be established by the Head of their competent services. The program contracts of the previous paragraph can be included in the special reinforcement programs of article 71 of law 4509/2017 (AD 201) or to be financed according to the provisions of paragraph 3 of article 100 of law 3852/2010 (AD 87). The provisions of paragraphs 2 cases α’, β’, γ’ and 4 of article 100 of law 3852/2010 (Α’ 87) are applied accordingly for the program contracts of this case. 4509/2017 (AD 201) or to be financed according to the provisions of paragraph 3 of article 100 of law 3852/2010 (AD 87). The provisions of paragraphs 2 cases α’, β’, γ’ and 4 of article 100 of law 3852/2010 (Α’ 87) are applied accordingly for the program contracts of this case. 4509/2017 (AD 201) or to be financed according to the provisions of paragraph 3 of article 100 of law 3852/2010 (AD 87). The provisions of paragraphs 2 cases α’, β’, γ’ and 4 of article 100 of law 3852/2010 (Α’ 87) are applied accordingly for the program contracts of this case.

As amended by Article 3 LAW 4674/2020 with effect on 11/3/2020

See the evolution of the paragraph

3. The contracting authority shall be liable to the developer for the proper performance of its tasks and to third parties shall be fully liable to the developer. Unless otherwise specified in the program contract, it represents the developer in court and out of court against third parties during the performance of its duties until the end of the contract. Releasing bodies of the specific program contract each time are the competent bodies of the new technical service of the contracting authority.

Article 45

Establishment and maintenance of a public procurement dossier (articles 83 paragraph 6 and 84 par. 2 of Directive 2014/24 / EU)
For the fulfillment of the obligation of paragraph 1, the contracting authority prepares in electronic form a special "Public Procurement File".

3. The Public Procurement Files are completed and updated at all individual stages of the contract and include at least:

a) the documentation of the feasibility of the contract;

b) the contract budget and its documentation;

c) elements of the maturity of the contract in accordance with Articles 49, 50, 51, 52;

d) a description of the object of the contract;

e) the contract documents in accordance with Article 53;

(f) all the documents necessary for the contracting authority to be able to justify the decisions taken at all stages of the public procurement process, such as:

aa) for communication with economic operators and service crises,

bb) for the preparation of contract documents;

cc) for dialogue or negotiation (if any);

dd) for the selection of the contractor and the award of the contract.

g) a copy of the contract, if its value is equal to or greater than 1,000,000 euros in the case of a public contract for supplies or services or 10,000,000 euros in the case of a public works contract.

4. The documents and data of cases a f of the previous paragraph shall be kept for at least three years from the receipt of the object of the contract.

5. The copy of indent g of the previous paragraph shall be kept at least during the contract.

6. Specifically for public contracts for works, studies and the provision of technical and other related scientific services, the "Public Procurement File" shall be established by the competent technical service of the contracting authority taking into account Article 44.
All the data of the "Public Procurement File" are obligatorily registered in electronic databases which are kept in the General Secretariat of Infrastructure of the Ministry of Infrastructure, Transport and Networks, with the care and responsibility of the respective competent contracting authority.

The breach of the obligation of the previous paragraph constitutes a disciplinary misconduct of the competent bodies.

By decision of the Minister of Infrastructure, Transport and Networks, the manner of operation of the above electronic databases, the manner of keeping and entering the data in the "Public Procurement File", the procedures and actions required for the preparation of the tender by the contracting authority per category or categories of projects and studies, the specific content of the Dossier and any other necessary issues related to the above.

As amended by Article 22 LAW 4441/2016 with effect on 6/12/2016

See the evolution of the paragraph

7. In addition to the provisions of the previous paragraphs, in public works contracts the "Public Procurement File" contains the following three (3) subfolders:

A) the Sub-Folder before the date of the tender, which includes at least:

A.1) the documentation of the feasibility of the project and the selection of the award procedure,

A.2) the performance requirements of the project to be awarded,

A.3) the technical description of the object of the project,

A.4) the documentation report of all measures to avoid conflict of interest;

A.5) The summaries of the announcements that will be published, the announcement of the tender or the invitation for closed procedures, the Special Specification of Obligations and the General Specification of Obligations and the Technical Specification of Obligations if any,

A.6) the decision approving a credit commitment,

A.7) data on the required expropriations,

A.8) archaeological finds and the archaeological documentation report where provided;
A.9) information on the existence of utility networks and the obligation or not to move or transfer them,

A.10) decisions of approved studies with table of contents of each study,

A.11) further required studies or research,

A.12) recording of risks and distribution of the resulting risks,

A.13) the decision approving environmental conditions where required,

A.14) the publication of the tender, the sending of the notices and the proofs of these publications with their repetitions;

A.15) correspondence with the economic operators who received the contract documents;

B) the Sub-File of the documentation of the assignment of the project from the date of the tender until the date of signing of the Contract, which includes at least:

B.1) the decisions setting up the competition committees,

B.2) the correspondence with the economic operators participating in the tender,

B.3) the minutes of the competitions,

B.4) the objections submitted and the decisions on them,

B.5) the assent of the Authority where required;

B.6) the decision approving the result of the tender, the preliminary appeals submitted and the decisions on them;

B.7) the notifications are provided by law at the assignment stage;

B.8) the act of the Court of Auditors on the non-existence of an obstacle for the signing of the contract if it is provided by the existing provisions;

B.9) the documentation of the control of the supporting documents,

B.10) challenging the contractor to sign the contract,

B.11) the contract and its annexes,

C) the Sub-Folder of the execution stage of the contract, which includes at least:
C.1) decisions on the appointment of supervisors and the formation of committees;

C.2) the decisions approving the construction schedule, construction site organization plan and Project Quality Program,

C.3) information on the staffing of the construction site and those employed in the construction of the project, as well as on the available equipment of the project.

C.4) decisions approving the acceptance of natural soil, protocols for the receipt of invisible works and measurements;

C.5) the decisions approving the studies prepared by the contractor,

C.6) the decisions approving the Summary Tables,

C.7) decisions approving the allocation of additional appropriations,

C.8) decisions approving extensions of contractual deadlines and timetables;

C.9) the special summonses and orders, the harassment, the claims for compensation, the objections, the Requests for Treatment and the decisions of their adjudication,

C.10) the Opinions of the competent Technical Council,

C.11) the results of the audits of the competent auditing bodies,

C.12) the decisions of amendments to the contract and the relevant legality checks,

C.13) certifications and payment orders with basic payment details or other exchanges if such a case occurs

C.14) the certificate of completion of works, the final measurement and the decision of its approval,

C.15) the Interim Acceptance Protocol, the Final Acceptance Protocol and their approval decisions,

C.16) information on securing the required and / or finally acquired land;

C.17) data on relocations and restorations of the networks of Public Benefit Organizations

As amended by Article 22 LAW 4441/2016 with effect on 6/12/2016
See the evolution of the paragraph
In addition to the provisions in paragraphs 15, regarding the public contracts of studies and provision of technical services, the "Public Contract of Technical Design or Technical Service" contains the following three (3) subfolders:

A) the Sub-Folder before the date of the tender, which includes at least:

A.1) the documentation of the expediency of implementation of the object of the contract in relation to the budgeted total cost that will be required,

A.2) the Technical Data Issue of the project. The content of the issue consists mainly of the technical description of the object of the contract with its main functional characteristics, reference to the available data and previous studies related to the assigned study or service, reference to the local conditions and the peculiarities of the project and the wider existing environmental, archaeological and other project design commitments, the available supporting studies (geological, geotechnical, etc.) required to promote the study and quantitative assessment of the project owner are required for the implementation of the project and are used to calculate the estimated remuneration,

A.3) the program of elaboration of the required studies and provision of the required services for the completion of the object and the proposed schedule,

A.4) the estimated remuneration of the contract and its documentation, in accordance with the provisions of par. 8 of article 53, as well as the estimate of the construction cost of the project,

A.5) securing financing of the contract,

A.6) the documentation of the choice of the proposed award procedure (open, closed, competitive dialogue, negotiated procedures, etc.).

A.7) the documentation of the selection of the award criteria, their weight, the manner of preparation and submission of the bids, the application of Article 50 and the manner of evaluation of the bids;

A.8) the notice, the Specifications, and any other documents provided or referred to by the contracting authority for the purpose of describing or specifying details of the contract or procedure;

A.9) where applicable, reference to obligations relating to taxation, environmental protection and working conditions applicable to the services provided during the performance of the contract;
A.10) the documentation report of all measures to avoid conflict of interest, if required;

A.11) the publication of the tender, the sending of the notices and the proofs of these publications, with their repetitions,

A.12) the correspondence with the economic operators who received the contract documents

B) the Sub-Folder of the contract award documentation from the date of the tender until the date of signing the Contract, which includes at least:

B.1) the decisions setting up the advisory bodies,

B.2) correspondence with economic operators participating in the conclusion process;

B.3) the minutes of the advisory bodies,

B.4) the submitted objections and preliminary appeals, as well as the decisions on them;

B.5) the assent of the Authority, where applicable;

B.6) the decision of approval / award of the result of the procedure,

B.7) the decisions and notifications provided for at the award stage.

B.8) the act of the Court of Auditors on the non-existence of an obstacle for the signing of the contract, where required;

B.9) the documentation of the control of the supporting documents,

B.10) the invitation of the contractor for the signing of the contract,

B.11) the contract,

C) The Sub-File of the execution stage of the contract, which is completed with all the required documents and data until the approval of the last stage of the study and the final acceptance of the contract or the final acceptance of the object of the technical service contract, which includes Minimum:

C.1) decisions appointing supervisors,
Article 46

Preliminary market consultations (Article 40 of Directive 2014/24 / EU)

Prior to the commencement of a procurement procedure, contracting authorities may consult with the market in order to prepare the procurement procedure and to inform economic operators of their plans and contract requirements.

To this end, contracting authorities may, for example, seek or receive advice from independent experts or authorities, such as the Authority and the Tender and Contracts Monitoring Unit (TPA) of the Center for International and European Economic Affairs. Law (K.D.E.O.D.) or market participants. Such advice may be used in the design and conduct of the procurement procedure, provided that such advice does not distort competition or violate the principles of non-discrimination and transparency.

Article 47

Rules for conducting preliminary market consultations
The consultations are conducted on the basis of a special invitation for open, non-binding participation of the interested economic entities, which is posted on E.S.H.D.H.S. and on the website of the contracting authority and at the discretion of the contracting authority, via printed or electronic press. The cost of publications in the press and any other means of publicity shall be borne by the contracting authority. In the case of contracts for which the application of this provision would oblige contracting authorities to provide information the disclosure of which is contrary to their essential interests or which may be prejudiced in secret, the special invitation referred to in the first subparagraph shall not be made public but shall be sent with each convenient way.

2. The invitation shall state the details of the contracting authority, the subject of the contract, the manner and time limit for the submission of comments. A descriptive document is attached to the invitation, which includes any other information related to the contract to be concluded. In the case of the third subparagraph of paragraph 1, before sending an invitation to selected economic operators active in the subject of the contract, the contracting authority shall ensure the confidentiality of the economic operators, in accordance with Article 21 (2).

3. The consultation process shall be conducted in accordance with the provisions of Articles 22, 36 and 37 and shall last at least fifteen (15) days and may not exceed sixty (60) days from the posting of the relevant announcement or from the dispatch of the relevant invitation. This period may be extended, in particular in cases of contracts of major economic value or with a particularly complex object. After the deadline set in the invitation to complete the consultation, the contracting authority collects, posts on its website and processes the submitted comments. The last subparagraph shall not apply in the cases referred to in the third subparagraph of paragraph 1.

Article 48
Previous involvement of candidates or tenderers (Article 41 of Directive 2014/24 / EU)

If a tenderer, tenderer or undertaking related to a tenderer or tenderer has provided advice to the contracting authority either within or outside the scope of Article 46 or has been involved in any way in the preparation of the contract award procedure, the contracting authority shall take appropriate measures. to ensure that competition is not distorted by the participation of that candidate or tenderer.

These measures include the disclosure to the other tenderers and tenderers of relevant information exchanged in the context of the previous involvement of the tenderer or tenderer in the preparation of the procurement process and the setting
of sufficient deadlines for the receipt of tenders.

Prior to any such exclusion, the Competition Commission, responsible for the implementation of V. 3959/2011 (A` 93) and the Authority are informed and the candidates or tenderers are given the opportunity to prove that their participation in the preparation of the contract award process, it is not possible to distort competition. Documents and particulars submitted by tenderers or tenderers to prove this shall be recorded and submitted to the Competition Commission and the Authority with the care of the contracting authority. The measures taken shall be recorded in the special report required under Article 341.

Article 49
Budget adequacy, maturity, studies

1. Elements of contract maturity include in particular:

(a) the fulfillment of the conditions laid down by specific legal provisions for the commencement of the contract award procedure (eg studies, financing, expropriation, relocation of Networks of Public Benefit Organizations, elaboration of environmental impact assessment, other relevant licenses).

(b) the legality and completeness of the relevant contract documents; and

(c) the ability of the economic operators concerned to formulate, during the respective procurement process, valid and realistic tenders, on the basis of the information provided by the contracting authority.

2. Especially for public works and design contracts, in addition to the above, the following also applies:

a) A precondition for the start of the public procurement process for the elaboration of a final study either individually or with other stages of studies is the inclusion of the project in the program design of the institution. Public works shall be constructed on the basis of the relevant approved study of the contracting authority, without prejudice to the provisions of Article 50. By Decision of the Minister of Infrastructure, Transport and Networks, the final stage of study per project category required to initiate the public procurement process may be determined. project contract.

b) In order to ensure the maturity of the projects and to ensure their faster and more smooth execution, the competent authority or department may, if it deems it in
execution of all or part of its preliminary works, as an independent project, which is independent of the main project and is not part of it.

Precursors are works which, as a whole, aim at securing free space for the execution of the main project within the meaning of indent 7 of paragraph 1 of Article 2, sites for the extraction and storage of materials, the accessibility of the project and the removal of any actual or a legal obstacle to its speedy and smooth execution. Preliminary works include in particular the required movements of the networks of the Public Benefit Organizations, the archaeological excavations and works, the additional drillings, the necessary temporary works, the works of landscaping, access and service roads of the project, quarries, landfills, mortgages geotechnical, geological, environmental, technical and all kinds of research and licensing.

A condition for initiating the procedure for awarding a public works contract is that the application for temporary or final compensation or the application for a permit to carry out works in accordance with the provisions of Article 7A of Law 2882/2001 (A '17) has been discussed before the competent court. As in force or if the order decision has been issued and the relevant report of damages of the expropriated real estate has been approved. Except for the projects that have been subject to the provisions of article 7A of law 2882/2001 (A '17), as in force, in any other case the decision for the award of case c' of paragraph 3 of article 105 of the present is not notified to the temporary contractor, if sufficient working fronts are not provided to start the execution of the project.

under the provisions in force under the supervision of the network operator or operator, where required. Otherwise, the contracting authority, the contracting entity or the developer shall advance the cost of the works to the network operator or operator, who shall also bear the appropriations of the project under execution, based on the budget drawn up by the operator. Or the network operator, which is then approved by the contracting authority or the contracting entity or the developer. If for any reason the latter does not draw up a budget, the contracting authority, the contracting entity or the developer may draw up a budget and advance the amount, in which case the master or operator is obliged to carry out the work without delay.

(c) For the execution of new works or activities or the relocation of existing works which, by their nature, size or extent, are likely to cause serious effects on the environment or which, although not having serious effects, must nevertheless be governed by the protection of the environment by general specifications, terms and
restrictions, the approval of conditions for the protection of the environment is required.

Approval of conditions for the protection of the environment is also required for the expansion, modification or even modernization of existing projects or activities, which have been classified in the above categories, provided that there are substantial differences in relation to their impact on the environment.

d) Prerequisite for the initiation of the procedure for concluding a public works contract is the completion of the required environmental licensing procedure, in accordance with the relevant legislation and in particular with the provisions of Law 4024/2011 and its executive acts.

e) The estimated value of the project must include the corresponding funds for the implementation of all approved environmental conditions.

f) The time of completion of the project provided in the contract documents must have resulted from an appropriate time analysis.

g) In the case of contracts for the preparation of studies and the provision of technical and other scientific services, in order to start the bidding process, a commitment of 40% of the estimated value of the contract is required, and the remaining balance is bound by the award of the contract or in exceptional cases commitment of credit of the auction budget of the respective project, if it is auctioned within one (1) year from the issuance of the certificate of completion of the study. The commitment of project credit, in addition to the commitment of the construction budget of the project, also includes the cost of the basic designers as technical consultants for the design of paragraph 7 of article 136 hereof, the cost of supervising the project management of article 136 hereof, as well as any transferred financial issues from the contract for the preparation of the respective study. By decision of the Ministers of Finance and Infrastructure and Transport, the cost of project management supervision is determined per category and project budget.

As amended by Par.4 Article 57 LAW 4568/2018 with effect on 11/10/2018

See the evolution of the paragraph

3. By decision of the Minister of Infrastructure, Transport and Networks, the elaboration of a study or part of it, the provision of technical services or the execution of a public project or part of it by an interested natural or legal person may be approved, at its expense without any burden of the State conditions under which the study or the provision of technical services or the project will be carried out and will be supervised, approved and received by the competent services. For
Article 50

Public works contracts with study evaluation

1. In public procurement procedures, the contracting authority may stipulate in the contract documents that the object of the contract awarded is the design and execution (construction) of a project, if they occur, before the start of the public procurement procedure. and after obtaining the agreement of the technical council of the contracting authority or the technical council of the General Secretariat for Infrastructure, if there is no technical council in the contracting authority, the following conditions are cumulative:

(a) the existence of approved environmental conditions, documentation and documentation for the determination of the budget of the contracting authority and the Project Design Regulation, which is drafted specifically for the project to be awarded or exists and has been implemented in similar projects;

(b) the existence of items A.1 to A.3 and A.7 to A.10 and A.12 of the sub-file of sub-case AD of paragraph 7 of article 45 hereof.

By decision of the Minister of Infrastructure and Transport, categories of projects may be excluded from the application of this paragraph.

As amended by Par.1 Article 81 LAW 4635/2019 with effect on 30/10/2019
See the evolution of the paragraph

2. Paragraph 1 shall apply mutatis mutandis in the case of development and construction of immovable property for consideration, provided that the contracting authority has decided on the utilization by concluding a contract at the same time for the design and construction of the immovable property.

3. Paragraph 1 shall apply mutatis mutandis if the contracting authority, in order to carry out the construction and possibly the operation and maintenance of the project, deems it appropriate to grant a contractor consideration other than full payment or consideration of real estate, without the transfer to the contractor. risk arising from the exploitation of such works and which involves a risk of demand or supply or both. Such considerations may be the concession of the use or exploitation of the project for a certain period of time with guaranteed income, the consideration of agricultural or mining or industrial products or services and others.
4. The evaluation of the study during the contract award procedure of this article concerns only the control of the completeness and the conformity of the study with the provisions of the contract documents and in particular with the Regulation of Project Studies, determining the conformity or not of the study with them (table compliance) without scoring.

5. No liability of the state for compensation is established in case of observance of the conditions and the procedure of the present.

As added with Par. 2 Article 81 LAW 4635/2019 with effect on 30/10/2019
See the evolution of the paragraph

**Article 51**

**Study contracts for the determination of a technical solution**

1. In the case of a public procurement procedure, where the technical solution has not been determined by the contracting authority and the design is subject to different technical solutions, the contracting authority may, following the opinion of its competent technical council, proceed with a procurement procedure. public contract for the preparation of a study for the early stages required for the issuance of the Decision of Approval of Environmental Conditions (A.E.P.O.), with a flat price for the remuneration of all the early stages as defined in sub-case cc' of case k' of par. 2 of article 53, without obligation to submit a financial offer by the economic operator.

As modified by Error Corrections. Errors / 2016 with effect on 3/11/2016
See the evolution of the paragraph

2. The participants who took the second and third place in the ranking will be paid the prize provided by the contract documents, provided that their technical offers were considered acceptable. In this case, the technical reports with the technical proposals shall be received by the competent advisory body and shall be the responsibility of the contracting authority. The prize is not paid to the contractor, for whom the amount of the prize is considered to be included in the contractual fee.

**Article 52**

**Expediency of concluding a public contract for the provision of technical and other related scientific services**

1. A prior opinion of the technical council of the contracting authority or of the technical council of the General Secretariat of Infrastructure shall be required for the approval of a contract for the provision of a contract for the provision of technical and other related scientific services, if there is no technical council in the
2. The contracts of this article also include the public contracts with the object of preparation of elements of the public contract file according to paragraphs 6 to 8 of article 45.

As modified by Error Corrections. Errors / 2016 with effect on 3/11/2016
See the evolution of the paragraph

3. The approval of paragraph 1 is not required when the conclusion of a contract for the provision of technical and other related scientific services is dictated by the rules for the management of EU funds. (co-financed public procurement).

Article 53
Content of contract documents

1. The terms of the contract documents must be clear and complete in order to allow complete and comparable tenders to be submitted.

2. The contract documents, other than the contract notice referred to in Article 63 and the preliminary notice referred to in Article 62 in the case of use as a means of tendering, shall contain in particular:

(a) the name of the contracting authority;

b) the deadline for the receipt of tenders by the competent department, the address and the manner of their submission;

(c) the name, address, telephone and fax number (FAX), e-mail address of the tendering service and the official of that service;

(d) the bodies responsible for opening the tenders, the date, time and other information related to the opening (eg place of opening), as well as the persons entitled to participate in the procedure;

(e) an accurate description of the physical object of the contract. Also any options for additional or new contracts and, if known, the provisional timetable for the exercise of these rights, as well as the number of extensions for the exercise of these rights,

f) the type of procedure.
n) the currency of the price offered,
i) the conditions for price adjustment after the award, if it is deemed that such a condition is required, in accordance with paragraph 10;
j) the required guarantees, type, percentages, currency, time of submission of guarantees, all relevant terms and conditions, and other guarantees, if requested;
k) the technical characteristics (specifications), the quantity and description of the goods, services or works, the manner of performing the control and quality assurance, the deadline for the execution of the contract, the place and time of execution, as well as other characteristics, depending on the subject of the contract,
l) the conditions and selection criteria, as well as their minimum levels, regarding the grounds for exclusion, the economic and financial adequacy and the technical and / or professional capacity of the candidates or tenderers;
m) the possibility of submitting a tender for one or more parts of the contract in accordance with Article 59;
n) the possibility of submitting alternative tenders,
o) the award criterion, the procedure and the evaluation criteria of the tenders, as provided in particular in Articles 86 and 87
p) the duration of the offers,
q) the inviolable conditions, deviation from which entails the rejection of the offer;
r) all the special and general conditions for the execution of the contract, in particular the obligation of par. 2 of article 18 and the terms of payment;
s) any amendments in the form of clear, precise and categorical revision clauses, including, where appropriate, price or option revision clauses, in accordance with Article 132;
k) the required means of proof (statements, supporting documents, etc.);
u) the list and the order of validity of the contract documents;
v) all necessary information on how the contract documents are to be made available;
Article 70 and applicable law;

x) in addition to the above, specifically for public works contracts:

aa) the auction budget, the tender invoice, the specific specifications, the technical description, the technical study and / or their formulation after the award of the contract, according to the contractor's offer;

bb) the manner of preparation and submission of financial bids,

cc) remuneration of the most valuable studies, where necessary;

(dd) the required stage of the study to be submitted by economic operators in the case of application of Article 50;

ee) in the case of application of par. 2 of article 50, the drafts of the floor ownership contract, operating regulations, tables of co-ownership percentages and allocations of common expenses or expenses for common things, preliminary agreements for gradual transfer of percentages of the plot depending on the progress of works;

f) in the case of application of par. 3 of article 50, the type and extent of the exchanges available, in order to ensure the reduction on a common basis, examination and rating of both technical and financial offers,

j) in addition to the above, specifically for public procurement of studies and provision of technical services:

aa) the issue of technical data, the writing of obligations, the issue of estimated fees and / or their formulation after the award of the contract, according to the offer of the contractor,

bb) the study category, in the case (15) of par. 3 of article 2 required for each individual design object of the contract, as well as the minimum levels of technical suitability of general experience per study category, corresponding to the contract to be awarded;

(cc) the estimated fixed or flat-rate price for the remuneration of all early stages in the case of application of Article 51;

(dd) the specialization of the early stages of the main and / or supporting studies in the case of application of Article 51
3. The contract documents must be written in Greek and optionally in other languages, in whole or in part. In case of discrepancy between the parts of the contract documents that have been drafted in several languages, the Greek version shall prevail.

4. Contracting authorities shall not charge economic operators the cost of obtaining the contract documents, except for the cost which corresponds to their cost of reproduction and postage.

5. Standards of contract documents with binding force are issued by the Authority, in accordance with case e’ of par. 2 of article 2 of law 4013/2011, without prejudice to the next paragraph.

6. Especially for the public contracts of works, studies and provision of technical services, other standards of technical content of the cases kd’ and ke’ of par. 2, with binding or non-binding, as well as relevant circulars are issued by decision of the Minister of Infrastructure, Transport and Networks.

7. Especially for public works contracts, in addition to the above, when drafting the contract documents, the following also applies:
   
   a) When the declaration is approved, the draft declaration existing in the approved study shall be adapted, in accordance with the applicable standard declaration documents, if required. It is also necessary to adjust the other elements of the study that implies the change of the declaration.

   b) By decision of the Minister of Infrastructure, Transport and Networks, issued at the request of the contracting authority and following the opinion of the Construction Department of the Public Works Council of the General Secretariat of Infrastructure, additional technical and financial conditions may be added to the declaration.

   capacity where this is indicated by the type or complexity of the project to be awarded.
The proclamation mentions the technical documents and plans that together with it constitute the basis for the preparation of the contract. In the case of a negotiation procedure referred to in Article 32 or a direct award of Article 118, these documents shall be specified in the contract.

e) The technical documents are drawings and texts that give a picture of the project to be constructed and the obligations undertaken by the contractor with the contract (technical description, specifications, etc.).

f) The service budget is an indication of the project cost estimate and bid ceiling, when the contract documents do not explicitly state that offers greater than the service budget or negative discounts are allowed. The budget can be detailed or include a flat price for the project or parts of it.

g) By decision of the Minister of Infrastructure, Transport and Networks, a Regulation of Detailed and Descriptive Work Tariffs is approved depending on the category and size of the projects and the accessibility of their execution area.

h) The Regulation of Detailed and Descriptive Work Tariffs, after its approval, is mandatory for all contracting authorities that auction public works contracts.

i) The prices of the budget and the invoice, both of the service and the offer, include all relevant expenses, as well as the general expenses and benefit of the contracting company. If explicitly mentioned in the contract documents, a percentage of overheads and benefits can be added to the estimated value of the contract, which is set at eighteen percent (18%) regardless of the source of funding, which includes the no. 8371 / 27.7.2016 agreement between the Trade Unions and POEMDYDAS, as in force or any future agreements and a percentage of two and a half thousand (2.5 ‰) in favor of the Technological Training Engineers (TE) of PO.MIT. E.Δ.Υ. regular employees (permanent or indefinite) employed in the State, N.P.D.D. and in the Local Government Organizations of AD and B grade, charged to each project payment account. By decision of the Minister of Infrastructure and Transport are determined the conditions and the procedure for opening a bank account, collection and return of the percentage, the distribution and return body to the beneficiaries, as well as any other necessary details.

j) The budget of the contracting authority, when it is detailed, groups the similar tasks with an indication of the sum of the expenditure of each group. If there is no such grouping, it means that the whole task is a group. In the case of application of case a` of par. 2 of article 95, the budget must be analyzed in "Working Groups" per
of application of case b` of par. 2 of article 95, the prices of the invoice can be analytical or summary for completed parts of complex works or can be flat prices for wider parts of the project or for the whole project. In the case of application of Article 125,

(k) The contracting authority shall issue a financial tender completion form or include a relevant template in the contract documents, as appropriate, in accordance with Articles 94 and 124 to 126.

l) In the cases of Article 50, the contract documents may request from the economic operators, the determination of technological characteristics and specifications of individual elements of the project, the submission of proposals for solutions to a given technical problem, the determination of the deadline for the completion of its construction. project and costing of the project life cycle, depending on the subject of the contract.

m) In the cases of paragraph 1 of article 50, the "Regulation of Project Studies", which is prepared by the contracting authority, specifically for the project to be awarded or exists and has been applied in similar projects, includes the minimum technical requirements and specifications for the preparation of projects. will be submitted by economic operators and is an integral part of the contract documents.

As amended by Article fourteen LAW 4612/2019 with effect on 23/5/2019
See the evolution of the paragraph

8. Especially for public procurement of studies and provision of technical and other related scientific services, in addition to those mentioned in paragraphs 1 to 6, during the drafting of the contract documents the following are applied:

a) The estimated value of the contract includes the foreseeable estimated fees of the individual studies and technical services that make up the contract. The estimated value of the contract includes fifteen percent (15%) as unforeseen expenses, in accordance with the provisions of paragraph 4 of Article 186.

b) The estimated remuneration is a product of the physical object units and other identifying elements of the project to be studied, as they result from the Technical Data Issue of the project, with the remuneration prices, per project category and physical object unit, of the Rated Estimated Rules`. Where the contract to be awarded includes studies of categories which are not invoiced in the Regulation of case d`, the estimated fee is calculated on a case by case basis by the contracting authority, based on quantitative data obtained from the Technical Data Issue and
For research and support work (such as geotechnical research and typographic studies), for which it is not possible to accurately determine units of physical object, a total estimated fee per category is set, as a maximum expenditure limit, which may not exceed thirty percent (30%) of the total estimated remuneration for all categories.

d) By decision of the Minister of Infrastructure, Transport and Networks, issued after the opinion of the Technical Research Council of the General Secretariat of Infrastructure and the Technical Chamber of Greece, is approved, based on the current technical specifications, Regulation of Estimated Fees and Services includes:

(aa) uniform values of estimated study fees per unit of physical object and project category, based, in particular, on the intended study stages and the quantities of similar or standard physical objects, in order to avoid the multiplication of the fee in this case; and

(bb) uniform values of estimated technical service fees either per unit of physical object and project category, taking into account the quantities of raw or standard physical objects in order to avoid the multiplication of mercury in this case or per unit of employment of persons) are engaged in the provision of the service, based on their qualifications and experience.

Following the adoption of the above decision, the application of the prices of the regulation for the determination of the estimated value of the contracts is obligatory for the contracting authorities, which additionally take into account all the elements that, in their judgment, affect the total cost of the contract, depending on its characteristics and the updated dossier of the public contract. The prices of the regulation are adjusted every year, based on the official consumer price index of the previous year. Until March 20 of each year, the relevant service of the General Secretariat of Infrastructure of the Ministry of Infrastructure, Transport and Networks sends a relevant information document to the contracting authorities. The declarations approved after this date must take into account the price adjustment,

(e) The contracting authority shall issue financial performance completion forms or include a relevant template in the declaration, as appropriate, in accordance with the specific provisions of Article 95.

As amended by Article 22 LAW 4441/2016 with effect on 6/12/2016
See the evolution of the paragraph
In the procedures of concluding a public procurement contract, when the contract documents provide for a delivery time of the goods longer than twelve (12) months, the contract documents may include a condition for price adjustment, under the conditions of article 132. In this case the type, manner and conditions of the adjustment must be specified in the contract documents. The start time of the adjustment is the date of submission of the bids which is determined by the contract documents and is calculated up to the date of delivery of the goods. In cases of partial deliveries, the price is adjusted for the quantities that, according to the contract documents, are expected to be delivered after the lapse of twelve (12) months. In case of late delivery, through the fault of the contractor, the extension time is not taken into account for the adjustment. An advance paid is deducted from the contractual value to be adjusted.

10. In the procedures for concluding a public contract for the provision of general services, the terms of the price adjustment, the conditions and the manner of its adjustment may be clearly defined in the contract documents.

**Article 54**

**Technical specifications (Article 42 of Directive 2014/24 / EU)**

1. The technical specifications set out in indent 1 of Annex VII of Appendix A are set out in the contract documents and specify the required characteristics of the works, services or goods.

These characteristics may also refer to the specific process or method of production or supply of the requested works, goods or services or to a specific process at another stage of their life cycle, even if these factors are not part of their material existence, provided that they are related to the subject of the contract and are commensurate with its value and purposes.

The technical specifications can also clarify whether a transfer of intellectual property rights is required.

For all contracts intended for use by natural persons, whether they are the general public or the staff of the contracting authority, the technical specifications shall be drawn up in such a way as to take into account accessibility criteria for persons with disabilities or the design for all users.

If mandatory accessibility requirements have been adopted under Union legislation, the technical specifications regarding accessibility criteria for people with disabilities or design for all users are set out with reference to those requirements.
2. The technical specifications shall ensure that economic operators have equal access to the procurement process and shall not create unjustified obstacles to the opening up of public procurement to competition.

3. The technical specifications are formulated in one of the following ways:

   (a) as performance or functional requirements, including environmental characteristics, provided that the parameters are sufficiently defined to enable tenderers to determine the subject matter of the contract and the contracting authorities to award the contract;

   (b) with reference to technical specifications and, in order of priority, to national standards transposing European standards, to European technical approvals, to common technical specifications, to international standards, to other technical reference systems established by European standardization bodies or where they do not exist in national standards, national technical approvals or national technical specifications in the field of design, calculation and execution of works and use of goods, each reference is accompanied by the term or "equivalent";

   (c) as performance or functional requirements as defined in subparagraph (a), with reference to the technical specifications referred to in subparagraph (b) as a presumption of compatibility with those performance or functional requirements;

   (d) with reference to the technical specifications referred to in indent (b) for certain characteristics and with reference to the performance or functional requirements referred to in (a) for certain other characteristics.

4. The technical specifications, unless justified by the subject matter of the contract, do not contain a reference to a specific construction or origin or particular manufacturing method that characterizes the products or services provided by a particular economic entity or to a trademark, patent, type or specific origin or production which would result in certain companies or products being favored or excluded. Such reference shall be permitted, exceptionally, when it is not possible to make a sufficiently defined and comprehensible description of the subject matter of the contract pursuant to paragraph 3. This reference shall be accompanied by the term "or equivalent".

5. When the contracting authority uses the possibility to refer to the technical specifications referred to in indent b) of par. 3, it shall not reject a tender on the grounds that the works, goods or services offered do not meet the technical specifications to which it has referred, provided the tenderer shall demonstrate in his tender, by any appropriate means, including the means of proof referred to in
When the contracting authority uses the option referred to in indent (a) of paragraph 3 to formulate technical specifications with reference to performance or operational requirements, it shall not reject an offer of works, goods or services which meet a national standard which is a transposition of a European technical approval, a common technical specification, an international standard or a technical reference framework drawn up by a European standardization body, provided that such specifications meet the performance or functional requirements which it specifies.

The tenderer shall demonstrate in its tender, by any appropriate means, including those referred to in Article 56, that the work, good or service which complies with the standard meets the performance or operational requirements laid down by the contracting authority.

7. The technical specifications shall be determined and approved before the commencement of the award procedure in accordance with Article 61.

8. Specifically for project contracts, by decision of the Minister of Infrastructure, Transport and Networks, specifications and regulations may be approved regarding the manner of construction of the projects and the quality, the manner of composition and processing, the use and control of the construction materials of the projects. This decision may specify whether the requirements laid down are mandatory in each case or are optional or apply as a minimum.

9. Especially for the public contracts of supply and provision of general services, during the preparation of the technical specifications the contracting authorities take into account the uniform specifications prepared by the EKAA of cases b’ and c’ of paragraph 1 of article 41 and are posted in ESILIS. In the case of a public procurement procedure, the technical specifications are carried out by the CAA, the technical specifications are determined either by the contracting authority or by the CAA. If they have been determined by the contracting authority, they are checked, modified, where necessary, and approved by the CAA.

Article 55
Marks (Article 43 of Directive 2014/24 / EU)

1. Where contracting authorities intend to procure works, goods or services with specific environmental, social or other characteristics, they may, in the technical specifications, award criteria or conditions of performance of the contract, require a
the mark requirements relate only to criteria relevant to the subject of the contract and are appropriate for determining the characteristics of the works, goods or services covered by the contract;

(b) the label requirements are based on criteria that can be verified objectively and are non-discriminatory;

(c) Trademarks are established through an open and transparent process, in which all stakeholders have the right to participate, including government organizations of consumers, social partners, manufacturers, distributors and non-governmental organizations;

(d) the signals are accessible to all interested parties.

(e) the requirements of a trade mark are determined by a third party over which the economic operator applying for the trade mark cannot exercise a decisive influence.

When contracting authorities do not require works, goods and services to meet all trademark requirements, they shall state the trademark requirements to which they relate.

Contracting authorities requiring a specific mark shall accept all marks confirming that the works, goods and services meet the equivalent mark requirements.

Where an economic operator has not been able to obtain the specific mark indicated by the contracting authority or an equivalent mark within the relevant time limits for reasons for which it is not responsible, the contracting authority shall accept other appropriate means of proof which may be include the manufacturer 's technical documentation, provided that the economic operator concerned demonstrates that the works, goods and services to be supplied meet the requirements of that mark or the specific requirements laid down by the contracting authority.

2. If a mark satisfies the requirements of indents b`, c`, d` and e` of par. 1, but imposes additional requirements not related to the subject of the contract, the contracting authorities shall not define the technical specification by reference to the detailed specifications of the mark in question or, where appropriate, parts of the relevant specification relating to the subject matter of the contract which are appropriate for determining the characteristics of the object in question.
1. Contracting authorities shall require economic operators to produce a test report from a conformity assessment body or a certificate issued by such body as evidence of compliance with the requirements or criteria set out in the technical specifications, award criteria or performance conditions of the contract.

If contracting authorities require the submission of certificates issued by a specific conformity assessment body, they must also accept certificates from other equivalent conformity assessment bodies.

For the purposes of this paragraph, a conformity assessment body is a body which carries out conformity assessment activities, including calibration, testing, certification and inspection, and is accredited in accordance with Regulation (EC) No 765/2008 of the European Parliament and of the Council.

2. Contracting authorities shall accept other appropriate means of proof, other than those referred to in paragraph 1, such as the manufacturer’s technical documentation, if the economic operator concerned does not have access to the certificates or test reports referred to in paragraph 1 or does not have the provided that the inaccessibility of access is not the responsibility of the economic operator concerned and that it proves that the works, goods and services to be provided meet the requirements or criteria set out in the technical specifications, award criteria or conditions of performance of the contract.

3. If requested:

a) the public limited company "National Quality Infrastructure System" (ESYP SA),

b) the societe anonyme "Hellenic Standardization Organization" (ELOT AA) and

c) the public limited company "National Accreditation System" (ESYD SA), make available to other Member States, any information regarding the data and documents submitted, in accordance with par. 6 of article 54, article 55 and paragraphs 1 and 2.

The competent authorities of the Member State of establishment of the economic operator shall communicate the relevant information, in accordance with Article 343. Especially for the economic operators established in Greece, the above three public limited companies are responsible.
Contracting authorities may allow or require tenderers to submit alternative tenders. They shall indicate in the contract notice or, if a preliminary notice is used as a means of tendering, in the invitation to confirm interest, whether or not they allow or require the submission of alternative tenders. Alternative offers are not allowed unless there is a relevant report. Alternative offers are linked to the subject of the contract.

2. Contracting authorities which authorize or require alternative tenders shall indicate in the contract documents the minimum requirements to be met by the alternative tenders and the specific ways in which such tenders are to be submitted, especially if they can only be submitted if a non-alternative tender has also been submitted. They also ensure that the selected award criteria can be applied to alternative tenders that meet these minimum requirements, as well as to compliant tenders that are not alternative.

3. Contracting authorities shall take into account only the alternative tenders which meet the minimum requirements which they have set. In the context of procurement or service procurement procedures, contracting authorities which have authorized or requested alternative tenders shall not reject an alternative tender simply because, if selected, it would lead to either a service contract instead of a public supply contract or concluding a supply contract instead of a public service contract.

4. If the alternatives meet the specifications of the contract documents, they are all considered as equivalent independent bids.

5. In addition to the provisions of the preceding paragraphs, in public works contracts and in the event of cancellation of the procedure, pursuant to Article 106, the contracting authority may acquire the studies of the technical solutions it deems satisfactory and proceed with a new contract award procedure of these studies. This possibility must be mentioned in the contract documents at the initial auction.

**Article 58**

**Subcontracting (article 71 par. 2 of Directive 2014/24 / EU)**

In the contract documents, the contracting authority asks the tenderer to indicate in his tender the part of the contract which he intends to subcontract to third parties, as well as the subcontractors he proposes.
Contracting authorities may decide to award a contract in the form of separate lots and may specify the size and scope of such lots. With the exception of contracts which have been compulsorily divided, in accordance with paragraph 4, contracting authorities shall state the main reasons for their decision not to divide a contract into lots, an element contained in the contract documents or in the special report under Article 341.

2. Contracting authorities shall indicate in the contract notice or in the call for confirmation of interest whether tenders are submitted for one, more or all lots. Contracting authorities may, even if tenders can be submitted for many or all of the lots, limit the number of lots that can be awarded to a tenderer, provided that the maximum number of lots per tenderer is specified in the notice of the contract or in the invitation to confirm interest. Contracting authorities shall indicate in the contract documents the objective and non-discriminatory criteria or rules which they intend to apply in determining the parts to be awarded, in which case the application of the award criteria would result in the award to a tenderer exceeding the maximum number.

3. If it is possible to award more than one lot to the same tenderer, contracting authorities may award contracts by combining many or all of the parts, if they have specified in the contract notice or in the invitation for confirmation of interest that they retain that right and how to combine sections or groups of sections.

4. The CAAs are obliged to divide the contracts awarded by them into separate sections, determining the size and the object of these sections. In this case, the first subparagraph of par. 2 and, where applicable, paragraph 3 shall also apply. Notwithstanding the provisions of the first subparagraph of this paragraph, by decision of the Minister of Economy, Development and Tourism and the relevant Minister award of a specific contract by KAA not divided into separate sections.

Article 60
Setting deadlines (Article 47 of Directive 2014/24 / EU)

1. In determining the time limits for receipt of tenders and requests to participate, contracting authorities shall take into account the complexity of the contract and the time required to prepare tenders, subject to the minimum time limits laid down in Articles 27 to 31.
the receipt of tenders, which must be longer than the minimum time limits laid down in Articles 27 to 31, shall be such that interested economic operators to be able to obtain all the necessary information for the preparation of tenders.

3. Contracting authorities shall extend the deadline for receipt of tenders so that all interested economic operators can obtain all the information necessary for the preparation of tenders in the following cases:

(a) when, for any reason, additional information, although requested by the economic operator in a timely manner, has not been provided no later than six days before the deadline for receipt of tenders. In case of expedited procedure, according to par. 3 of article 27 and par. 7 of article 28, the deadline is set at four (4) days,

b) when the contract documents undergo significant changes.

The duration of the extension is proportional to the importance of the information or changes.

Where additional information has not been requested in a timely manner or is not relevant to the preparation of appropriate tenders, contracting authorities are not required to extend the time limits.

4. For contracts below the thresholds instead of paragraphs 1 to 3, the provisions of Article 121 shall apply.

SECTION 2
PUBLICITY AND TRANSPARENCY

Article 61
Initiation of a contract award process

1. For contracts exceeding the threshold, the opening date of the open procedure, the restricted procedure, the competitive negotiated procedure, the competitive dialogue and the innovation partnership shall be the date on which the relevant contract notice is sent to the Official Journal of the Union or the preliminary the latter is used as a means of announcing a tender, in accordance with par. 5 of article 26.

2. The time of commencement of the trading process without publication of a contract notice means the date of dispatch to the economic operators of the first
The invitation of the previous paragraph is not required to be posted on KIMDIS.

As amended by Article 22 LAW 4441/2016 with effect on 6/12/2016
See the evolution of the paragraph

3. The time of commencement of a design contest shall mean the date on which the relevant design contest notice is sent to the Official Journal of the European Union.

4. For contracts below the thresholds instead of paragraphs 1 to 3, the provisions of Article 120 shall apply.

Article 62
Preliminary notices (Article 48 of Directive 2014/24 / EU)

1. Contracting authorities may announce their intentions for the planned procurement procedures by issuing a preliminary notice. These notices shall contain the information provided for in Part B, Section I, of Annex V, Appendix A. They are published either by the Publications Office of the Union or by the contracting authorities in their "buyer profile", in accordance with case b’ of par. 2 of Annex VIII of Appendix A`. When the preliminary notice is published by the contracting authorities in their "buyer profile", the contracting authorities shall send to the Publications Office of the Union a notice of publication of the notice in their "buyer profile" in accordance with Annex VIII of Appendix A.

2. For restricted and competitive bidding procedures, non-central contracting authorities may use the preliminary notice as a means of tendering, in accordance with paragraph 5 of Article 26, provided that the preliminary notice meets all of the following conditions:

(a) refers specifically to the goods, works or services which will be the subject of the contract to be concluded;

(b) indicates that the contract will be awarded through a restricted or competitive negotiated procedure, without further publication of a contract notice, and invites interested economic operators to express their interest.

(c) contains, in addition to the information referred to in Part B, Section I, of Annex V, Appendix A, and the information referred to in Part B, Section II, of Annex V, Appendix A;
The above notices are not published in "buyer profile". However, any additional publication at national level, in accordance with Article 66, may take place in a "buyer profile".

The period covered by the preliminary notice shall be a maximum of 12 months from the date of its submission for publication. However, in the case of public contracts for social and other special services, the preliminary notice referred to in Article 108 (1) (b) may cover a period of more than 12 months.

3. This article does not apply to public procurement below the threshold.

**Article 63**  
**Contract notices (Article 49 of Directive 2014/24 / EU)**

Contract notices shall be used as a means of tendering for all procedures, without prejudice to the second subparagraph of Article 26 (5) and Article 32. Contract notices shall contain the information provided for in Part C of Annex V of Appendix A. and published in accordance with Article 65. This Article does not apply to public procurement below the thresholds.

**Article 64**  
**Notifications of concluded contracts (Article 50 of Directive 2014/24 / EU)**

1. No later than 30 days after the conclusion of the contract or framework agreement, following the relevant award or conclusion decision, the contracting authorities shall send a notification of the concluded contract with the results of the contract award procedure.

Such disclosures shall contain the information provided for in Part L of Annex V of Appendix A and shall be published in accordance with Article 65.

2. If the contract notice for the relevant contract was made in the form of a preliminary notice and the contracting authority decides not to award further contracts during the period covered by the preliminary notice, the contract notice shall contain a relevant notice.

In the case of framework agreements concluded in accordance with Article 39, contracting authorities shall be exempt from the obligation to send notification of the results of the contracting procedure for each contract based on the framework agreement.
may, however, collect these disclosures on a quarterly basis. In this case, they send collected notifications no later than 30 days after the end of each quarter.

4. Certain information relating to the conclusion of the contract or framework agreement may not be published when its disclosure could impede the application of the laws, otherwise be in the public interest or harm the legitimate commercial interests of specific public or private economic operators or harm the conditions of fair competition between economic operators.

5. This Article shall not apply to public procurement below the threshold.

**Article 65**

**Drafting and publication details of notices and notifications (Article 51 of Directive 2014/24 / EU)**

1. The notices and notifications referred to in Articles 62, 63 and 64 shall include the information set out in Annex V of Appendix A in the form of standard forms, including standard forms for correction.

2. The notices and notifications referred to in Articles 62 to 64 shall be drawn up, transmitted electronically to the Publications Office of the Union and published in accordance with Annex VIII to Appendix A.

3. The notices and notifications referred to in Articles 62 to 64 shall be published in full in the official language (s) of the Union institutions chosen by the contracting authority. Only the text(s) published in that language or languages are considered authentic. A summary of the most important elements of each notice shall be published in the other official languages of the institutions of the Union.

4. The Publications Office of the Union shall ensure that the full text and summary of the preliminary notices as referred to in paragraph 2 of Article 62, as well as the tenders for the introduction of a dynamic purchasing system as referred to in indent (a) of par. 4 of article 33:

(a) in the case of preliminary notices, for a period of 12 months or until receipt of a contract notice, as provided for in Article 64, stating that no further contracts will be awarded during the 12-month period covered by the notice of invitation to tender. However, in the case of public contracts for social and other special services, the preliminary notice referred to in Article 108 (1) (b) shall continue to be published until the end of the period of validity initially referred to or until receipt of a contract
in the case of tenders for the creation of a dynamic purchasing system, during
the period of validity of the dynamic purchasing system.

5. Contracting authorities must be able to prove the date of dispatch of notices and
notifications. The Publications Office of the Union shall issue to the contracting
authority a certificate of receipt of the notice / notification and publication of the
information transmitted to it, indicating the date of such publication.

This certificate is proof of publication.

6. Contracting authorities may publish public procurement notices which are not
subject to mandatory publication by the Publications Office of the Union, provided
that such notices and communications are sent to the Publications Office of the
Union by electronic means and in the form, in accordance with the transmission
procedures set out in Annex VIII of Appendix A.`.

7. This Article shall not apply to public procurement below the threshold.

Article 66
Publication at national level (Article 52 of Directive 2014/24 / EU)

1. The contracting authorities publish the announcements and the
announcements, depending on the procedure of their assignment, without prejudice
to the application of par. 1 of article 38, to KIMDIS. Contracting authorities must be
able to prove the date of posting of the above information on KIMDIS.

As amended by Par.2 Article 47 LAW 4472/2017 with effect on 19/5/2017
See the evolution of the paragraph

2. The announcements and public procurement notices of paragraph 1 must bear
Internet Registration Number (ADAM) in KIMDIS, according to par. 8 of article 38.

3. The notices and notifications referred to in Articles 62, 63 and 64, as well as the
information contained therein, shall not be published nationally before the date of
publication, in accordance with Article 65. However, publication may be made in
any case, at national level, where the contracting authorities have not been
informed of the publication within 48 hours of the acknowledgment of receipt of the
notice in accordance with Article 65.

4. Notices and notices published at national level do not contain information other
than those contained in notices and notices sent to the Union Publications Office or
Preliminary notices are not published in the "buyer profile" before the posting / notification is sent to the Publications Office of the Union. The publication is announced in this form. They also indicate the date of this shipment.

6. The E.Σ.Η.Δ.Η.Σ. may act as the official national eSender information system for the direct electronic submission of notices and notifications sent to the Union Publications Office, Tenders Electronic Daily (TED). By decision of the Minister of Economy, Development and Tourism, the necessary technical details for the application of this paragraph are determined.

**Article 67**

**Electronic disposal of contract documents (Article 53 of Directive 2014/24 / EU)**

1. Contracting authorities shall offer free, complete, direct and free electronic access to the contract documents from the date of publication of the notice in accordance with Article 65 or the date on which the invitation to confirm interest was sent.

The text of the notice of invitation or confirmation of interest identifies the web address to which the contract documents are available.

Where it is not possible to provide free, complete, direct and free electronic access to certain contract documents for one of the reasons set out in the third subparagraph of Article 22 (1), contracting authorities may refer to the notice or the invitation to confirmation. Relevant contract documents will be transmitted by means other than electronic ones, in accordance with the fifth subparagraph of Article 22 (1). In this case, the time limit for the submission of tenders shall be extended by five days, except in duly justified cases of urgency, as in par. 3 of article 27, in par. 7 of article 28 and in the fourth, fifth and sixth paragraph of par. 1 of article 29.

When free, complete, direct and free electronic access to certain documents of the contract cannot be offered, because the contracting authorities intend to apply paragraph 2 of Article 21, they shall indicate in the notice / notification or in the invitation of confirmation of interest the measures for the protection of confidentiality, the nature of the information they require and how the relevant documents can be accessed. In this case, the deadline for submission of offers is extended by five (5) days, except in cases of duly justified urgency, as referred to in paragraph 3 of Article 27, paragraph 7 of Article 28 and in the fourth, fifth and sixth paragraphs. par. 2 of article 29.
Upon timely request, contracting authorities shall provide all tenderers participating in the procurement process with additional information on the specifications and any relevant supporting documents no later than six days before the deadline for receipt of tenders. In case of expedited procedure, as mentioned in par. 3 of article 27 and in par. 7 of article 28, this deadline amounts to four (4) days.

3. This article also applies to public procurement below the limits of article 121 which are carried out by electronic means according to the provisions of this law.

As amended by Par.3 Article 107 LAW 4497/2017 with effect on 13/11/2017

See the evolution of the paragraph

Article 68
Consultation on published project contract documents

1. Especially in the case of public works contracts, the contract documents may stipulate that according to this law and the contract documents are invited to take part in the specific contract award procedure economic entities, in order for the contracting authority to proceed with the project assignment and in relevant consultation with the economic entities present, at a place, date and time determined by the contracting authority, at least thirty (30) days before the deadline for submission of tenders or requests to participate.

2. Within ten (10) days from the above presentation, any interested party can submit an issue of comments on the project, the technical study and the tender documents, financially and contractually. The issue of comments will comment on the correctness of the solution, the feasibility of the construction and will point out errors in the terms of the contract documents. The participation of the interested parties in the above presentation and the submission of the issue of comments are optional, do not imply the obligation to submit a tender and do not constitute an obstacle for their participation in the process.

3. The contracting authority shall evaluate the conclusions of the consultation and the comments submitted and take the following steps:

(a) if the absence of comments is found or the comments submitted are deemed incorrect, continue the procedure in accordance with the terms of the contract documents; or

b) if the existence of insignificant errors or deficiencies in the contract documents is ascertained, it issues a document of amendments / corrections of the declaration or
required minor modifications / corrections. The issue shall be notified, with a receipt, to all economic operators who have received the contract documents, and shall be posted on the website of the contracting authority. The above issue may provide for the invitation to tender to be held at a later date in compliance with the publicity formalities in accordance with Articles 22, 27 to 32, 37, and 121, the time limits of which shall be at least one third (1/3) the

(c) if material errors or deficiencies are found in any part of the contract documents, withdraw the tender notice. It then proceeds with a new process of concluding the project contract, correcting the relevant errors and deficiencies.

4. The document of amendments is one of the documents of the contract and is an integral part of the contract after its signing. On the other hand, the comments submitted by the economic operators are not contractual elements and are not used for interpretation of the contract.

5. This Article shall apply mutatis mutandis in the case of public works contracts referred to in paragraph 1 of Article 50, with appropriate adjustment of the deadlines for the submission of tenders or requests to participate, in accordance with those referred to in Article 60.

Article 69
Invitations to candidates (Article 54 of Directive 2014/24 / EU)

1. Without prejudice to Article 123 of the Restricted Procedures, Competitive Dialogue Procedures, Innovation Partnerships and Competitive Negotiated Procedures, the contracting authorities shall simultaneously and in writing invite the selected bidders to submit their tenders or, in the event of a competitive bid, to bid in the dialogue.

If a preliminary notice is used as a means of tendering, in accordance with paragraph 2 of Article 62, the contracting authorities shall at the same time invite in writing the economic operators who have expressed their interest to confirm that they are still interested.

2. The calls referred to in paragraph 1 shall include a reference to the e-mail address to which the contract documents are made available by electronic means. Invitations shall be accompanied by the documents of the contract, in the event that these documents are not provided with free, complete, direct and free access for the reasons set out in the third, fourth or fifth and sixth subparagraphs of paragraph 1 of Article 67 and are not already available. in any other way. In addition, the
Article 70
Information for candidates and tenderers (Article 55 of Directive 2014/24 / EU)

1. Contracting authorities shall inform as soon as possible all tenderers and tenderers of the decisions taken on the conclusion of a framework agreement, the award of a contract or acceptance into a dynamic procurement system, including the reasons why they have decided not to conclude a framework agreement, not to award a contract for which a tender has been announced, not to initiate a new procedure or not to implement a dynamic purchasing system.

2. At the request of the tenderers or tenderers concerned, the contracting authorities shall notify as soon as possible and in any case within 15 days of receipt of a written application:

(a) to each rejected candidate, the reasons for the rejection of his application;

(b) to each rejected tenderer, the reasons for the rejection of his tender, and in the cases referred to in paragraphs 5 and 6 of Article 54, also justify their decision on the inequality of solutions or their decision that the works, goods or services do not meet performance or performance requirements,

(c) to each tenderer who has submitted an acceptable tender, the characteristics and relevant advantages of the selected tender, as well as the name of the contractor or parties to the framework agreement;

(d) to each tenderer who has submitted an acceptable tender, the conduct and progress of the negotiations and dialogue with the tenderers.

3. Contracting authorities may decide not to disclose certain information referred to in paragraphs 1 and 2 concerning the award of contracts, the conclusion of framework agreements or acceptance into a dynamic purchasing system, if disclosure of such information may prevent law enforcement is contrary, in any other way, to the public interest or to the detriment of the legitimate commercial interests of a particular public or private economic operator or the conditions of fair competition between economic operators.

Article 71
General principles (article 56 par. 1 of Directive 2014/24 / EU)
81. that all of the following conditions are met:

(a) the tender complies with the requirements, conditions and criteria set out in the contract notice or in the invitation to confirm interest and in the contract documents, taking into account, where appropriate, Article 57;

(b) the tender comes from a tenderer who is not excluded from participating under Articles 73 and 74 and meets the selection criteria laid down by the contracting authority in accordance with Articles 75 to 77, and, where appropriate, the rules and criteria impartiality referred to in Article 84.

Contracting authorities may decide not to award the contract to the tenderer who has submitted the most economically advantageous tender when they have determined that the tender does not comply with the applicable obligations as set out in paragraph 2 of Article 18.

SECTION 3
SELECTION OF PARTICIPANTS AND AWARD OF CONTRACTS

Article 72
Guarantees

1. Contracting authorities shall require tenderers to provide, as appropriate, the following types of guarantees:

(a) "Participation guarantee", the amount of which is specified in the contract documents in a specific amount of money, numerically and in full in euros, and may not exceed 2% of the estimated value of the contract excluding options and extension of the contract except VAT, with corresponding rounding.

In case of submission of a bid for one or more parts of the contract, the amount of the participation guarantee is calculated on the estimated value, excluding VAT, of the offered part / parts.

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

The participation guarantee must be valid for at least thirty (30) days after the expiration of the validity period of the offer specified in the contract documents. The
The tender guarantee shall be forfeited if the tenderer withdraws his bid during its validity, provides false information or information referred to in Articles 73 to 78, fails to provide the supporting documents provided in the contract documents in time or does not arrive in time to sign the contract.

Especially in the procedures of concluding a public contract for a project, study and provision of technical and other related scientific services, the participation guarantees are forfeited in favor of the developer, after the opinion of the competent Technical Council. The contractor's objection to the decision does not suspend the recovery of the security amount.

The participation guarantee is returned to the contractor upon presentation of the performance guarantee.

The participation guarantee is returned to the other bidders after:

(aa) the impractical expiry of the time limit for bringing an appeal or the issuance of a decision on an appeal against the award decision; and

(bb) the impractical expiration of the time limit for the exercise of remedies for temporary judicial protection or the issuance of a decision thereon; and

(cc) the completion of the pre-contractual audit by the Court of Auditors, in accordance with articles 35 and 36 of V. 4129/2013 (A` 52), if required.

For the previous stages of the award, the participation guarantee is returned to the participants in case of rejection of their offer and if no appeal or appeal has been filed or the deadline for appeal or appeal has expired or their right to resign has taken place. or they have been irrevocably rejected. 

b) "Performance guarantee", the amount of which is determined at a rate of 5% on the value of the contract excluding VAT and is deposited before or at the signing of the contract.

The performance guarantee shall be forfeited in the event of a breach of the terms of the contract, as specifically stipulated.
No performance guarantee is required for contracts with a value equal to or less than the amount of twenty thousand (20,000) euros, unless otherwise specified in the contract documents.

In case of modification of the contract according to article 132, which implies increase of the contractual value, the contractor is obliged to submit before the modification, additional guarantee whose amount amounts to 5% on the amount of the increase excluding VAT.

The guarantee of good performance of the contract covers in full and without discrimination the application of all the terms of the contract and any claim of the contracting authority or the developer towards the contractor.

Especially in the procedures of concluding a public contract for a project, study and provision of technical and other related scientific services, the guarantees of good execution are forfeited in favor of the developer, with a reasoned decision of the Head of the Managing Service, especially after the finalization of the contractor. The contractor's objection to the decision does not suspend the recovery of the security amount.

Especially for public procurement contracts, the validity period of the performance guarantee must be longer than the contractual loading or delivery time, for the period specified in the contract documents.

The performance guarantees are returned in full after the final quantitative and qualitative receipt of the entire object of the contract.

(c) "Guarantee of good performance of the framework agreement", the amount of which shall be 0.5% of the total value of the framework agreement or part of the framework agreement, excluding VAT, which shall be released in equal proportions and proportionately. year, in relation to the time of the total duration of the framework agreement. In order to sign the contract based on the framework agreement, the economic operator may be required to provide a guarantee of good performance of this contract, in accordance with the provisions of indent b).

(d) "Deposit guarantee" in the following cases: a) expiration of the offer validity period and its non-renewal and b) advance payment, equal to the deposit. The advance payment is interest-bearing from the payment, charged with the interest rate determined by a decision of the Minister of Finance. When, according to the contract documents, a guarantee of good performance is presented, the latter also covers the provision of an equal advance payment to the contractor, without the need to deposit a deposit guarantee. If the contract documents provide for a higher amount of the deposit, it is taken by depositing with the contractor a deposit
the return of the deposit guarantee are carried out in accordance with the provisions of this law and the terms of the contract documents. The deposit and the deposit guarantee can be granted in installments if this is specified in the contract documents. The deposit is prohibited to be used for expenses that are not directly or indirectly related to the subject of the contract.

As amended by Par.5 Article 43 LAW 4605/2019 with effect on 1/4/2019
See the evolution of the paragraph

2. Contracting authorities may require tenderers to provide a "Performance Guarantee" to repair any defects or damage caused by malfunctioning works or goods during the warranty period, as provided for in the contract documents. The amount of the performance guarantee is specified in the contract documents in a specific amount of money.

3. The guarantees of paragraphs 1 and 2 are issued by credit or financial institutions or insurance companies within the meaning of cases b and c of par. 1 of article 14 of law 4364/2016 (AD13) that operate legally in the Member States of the Union or of the European Economic Area or of the States Parties to the GPA and shall exercise this right in accordance with the provisions in force. They can also be issued by E.T.A.A. T.Σ.Μ.Ε.Δ.Ε. or be provided with a promissory note of the Deposits and Loans Fund with a deposit in that of the respective amount of money. If a deposit is made with a promissory note in the Deposits and Loans Fund, the interest coupons or dividends that expire during the guarantee are returned after their expiration to the guarantor economic operator.

As amended by Par.1 Article 15 LAW 4541/2018 with effect on 31/5/2018
See the evolution of the paragraph

4. The warranties in this Article shall include at least the following information: (a) the date of issue, (b) the issuer, (c) the contracting authority to which they are addressed (or the developer or contractor in the case of public works contracts, studies) and provision of technical and other related scientific services), d) the number of the guarantee, e) the amount covered by the guarantee, f) the full name, the TIN. and the address of the economic operator in whose favor the guarantee is issued, (g) the conditions that: amount of the forfeiture is subject to the applicable stamp duty,

As amended by Par.5 Article 107 LAW 4497/2017 with effect on 13/11/2017
See the evolution of the paragraph
5. The contracting authority shall contact the bodies which have allegedly issued the letters of guarantee in order to verify their validity.

6. In addition to the above, the following applies in particular to public works contracts:

   a) The reservations of par. 12 of article 152 can be replaced at any time by the contractor, in part or in full, with an equivalent letter of guarantee. These guarantees are limited by five percent (5%) on the value of the work included in the service-approved measurements. The reduction is decided by the managing service, at the request of the contractor, accompanied by a special report of the works for which the measurements have been approved.

   b) The performance guarantee, as formulated following amendments to the contract, in accordance with Article 132, shall be reduced immediately after the approval of the Interim Acceptance Protocol, by twenty percent (20%). All performance guarantees are refunded without delay, immediately after the approval of the Final Acceptance Protocol and the approval of the final bill of the project.

7. Especially for public procurement of studies and provision of technical and other related scientific services, by decision of the Managing Authority, issued at the request of the contractor, part of the guarantees, according to the specific provisions of article 187, is released in proportion to the value of completed and approved stage of the contract. If the contract concerns the provision of service without distinct stages, it may stipulate that it be returned to the contractor of the guarantee, after the expiration of a certain period of time or the completion of part of the contract.

8. For public procurement and general services:

   a) advance guarantees shall be refunded upon final quantitative and qualitative receipt of the goods or services;

   b) if remarks are mentioned in the final and quantitative acceptance protocol or there is an overdue delivery, the guarantees of good performance and advance payment will be returned after the remarks and the overdue are dealt with, as provided. If the goods or services are divisible and the delivery is made in installments, in accordance with the contract, the performance guarantees and the advance payment shall be released gradually, in the amount corresponding to the value of the part of the quantity of the goods or the part of the service received. Their gradual release requires the prior opinion of the relevant collegiate body. If remarks are received in the acceptance protocol or there is an overdue delivery, the above gradual release takes place after the treatment, as provided,
Article 73

Grounds for exclusion (Article 57 (1) to (6) of Directive 2014/24 / EU)

1. Contracting authorities shall exclude an economic operator from participating in a contracting procedure when they demonstrate, by the verification provided for in Articles 79 to 81 or otherwise known to the contracting authority, that there is an irrevocable conviction against one of the following: reasons:

   (a) participation in a criminal organization as defined in Article 2 of Council Framework Decision 2008/841 / JHA of 24 October 2008 on combating organized crime (OJ L 300, 11.11.2008, p. 42);

   (b) corruption, as defined in Article 3 of the Anti-Corruption Convention involving officials of the European Communities or of the Member States of the Union (OJ C 195, 25.6.1997, p. 1) and in Article 2 (1) Council Framework Decision 2003/568 / JHA of 22 July 2003 on combating corruption in the private sector (OJ L 192, 31.7.2003, p. 54), as defined in existing legislation or national law economic operator,

   (c) fraud within the meaning of Article 1 of the Convention on the protection of the European Communities financial interests (OJ C 316, 27.11.1995, p. 48), ratified by Law 2803/2000 (A • 48 ),

   (d) terrorist offenses or offenses relating to terrorist activities as defined, respectively, in Articles 1 and 3 of Council Framework Decision 2002/475 / JHA of 13 June 2002 on combating terrorism (OJ L 164, 22.6.2002); , p. 3) or incitement or conspiracy or attempt to commit a crime, as defined in Article 4 thereof,

The obligation to exclude an economic operator also applies when the person against whom an irrevocable conviction has been rendered is a member of the administrative, managerial or supervisory body of that economic operator or has the power to represent, decide or control it. The obligation of the previous paragraph concerns:

aa) in the cases of limited liability companies (Ltd.), private capital companies (PCs) and personal companies (O.E. and E.E.), their managers, 
bb) in the cases of public limited companies (SA), the managing director, as well as all the members of the Board of Directors,  
cc) in the cases of the cooperatives the members of the Board of Directors.

As amended by Par.7 Article 107 LAW 4497/2017 with effect on 13/11/2017  
See the evolution of the paragraph

2 . Any economic operator is excluded from participating in the contract award procedure if the contracting authority:

(a) is aware that the economic operator in question has defaulted on the payment of taxes or social security contributions and that this has been established by a court or administrative decision with final and binding force, in accordance with the provisions of the country in which it is established or national law, 
(b) can prove by appropriate means that the economic operator has defaulted on its obligations to pay taxes or social security contributions;

Penalties under dd and dd must have become final and binding. The exclusion ground does not apply when the estimated value of the contract, excluding VAT, is equal to or less than the amount of twenty thousand (20,000) euros.

As amended by Par.1 Article 267 LAW 4738/2020 with effect on 27/10/2020  
See the evolution of the paragraph

2A . If the economic operator of par. 2 is a Greek citizen or has his establishment in Greece, his obligations regarding the social security contributions cover both the main and the auxiliary insurance.

The obligations of items a) and b) of par. 2 are not considered to have been breached if they have not become overdue or if they have been subject to a binding settlement that is observed. In this case, the economic operator is not obliged to answer in the affirmative to the relevant question of the European Single Contract Document (ECA), Article 79, or any other relevant form or declaration asking if the economic operator has outstanding tax obligations. or social security contributions or, where applicable, if he has breached the above obligations.
Paragraphs (a) and (b) of paragraph 2 cease to apply when the economic operator fulfills the above obligations either by paying the taxes or social security contributions it owes, including, as the case may be, accrued interest or fines or subject to binding settlement for their payment in so far as it complies with the terms of the binding settlement.

As added with Par.2 Article 267 LAW 4738/2020 with effect on 27/10/2020
See the evolution of the paragraph

3. The contracting authority may provide for a derogation in the contract documents:

(a) by the exceptional exclusion provided for in paragraphs 1 and 2, for exceptional reasons of public interest, such as public health or environmental protection, and/or

(b) from the compulsory exclusion provided for in paragraph 2, when the exclusion would be clearly disproportionate, in particular when only small amounts of taxes or social security contributions have not been paid or when the economic operator has been informed of the exact amount due due breach of its obligations regarding the payment of taxes or social security contributions at a time when it was not able to take action, in accordance with the last paragraph of paragraph 2, before the expiration of the application deadline or in open procedures of the submission deadline offer.

4. Contracting authorities may exclude from participation in a public procurement procedure any economic operator in any of the following situations:

(a) if the contracting authority can demonstrate by appropriate means a breach of the applicable obligations provided for in paragraph 2 of Article 18;

(b) if the economic operator is bankrupt or has undergone a reorganization or special liquidation procedure or is under compulsory management by a liquidator or a court or has entered into a bankruptcy settlement or has suspended its business activities or if it is in any similar situation resulting from a similar procedure provided for in national law,

c) if, without prejudice to paragraph 3b of Article 44 of Law 3959/2011, the contracting authority has sufficiently reasonable evidence to conclude that the economic operator has entered into agreements with other economic operators with the aim of distorting competition;
if a situation of conflict of interest within the meaning of Article 24 cannot be
effectively treated by other, less intrusive means;

(f) if the economic operator has committed a serious or recurring defect in the
performance of a substantial claim under a previous public contract, a previous
contract with a contracting entity or a

(g) if the economic operator has been found guilty of serious misrepresentation in
providing the information required to establish the absence of grounds for exclusion
or the fulfillment of the selection criteria, has withheld such information or is unable
to provide the required supporting documents pursuant to Article 79,

(h) if the economic operator attempts to unduly influence the decision-making
process of the contracting authority, to obtain confidential information which may
give it an unfair advantage in the procurement process or to negligently provide
misleading information which may concern the exclusion, selection or assignment,

i) If the contracting authority can prove, by appropriate means, that the economic
operator has committed a serious professional misconduct, which calls into
question its integrity.

As amended by Par.3 Article 235 CHAPTER HD 46 LAW 4635/2019 with effect on 30/10/2019
See the evolution of the paragraph

5. By way of derogation from the provisions of indent b) of paragraph 4, the
contracting authority may not exclude an economic operator who is in one of the
situations referred to in the above case, provided that the contracting authority has
proved that the said body is able to execute the contract, taking into account the
current provisions and the measures for the continuation of its business operation,
in the case of the situations of case b` of par. 4.

6. At any point in the course of the proceedings, contracting authorities shall
exclude an economic operator when it is established that he is present as a result
of such acts or omissions, either before or during the proceedings, in one of the
cases referred to in paragraphs 1 and 2.

At any point during the procurement process, contracting authorities may exclude
an economic operator when it is established that the economic operator in question
Any economic operator falling into one of the statements referred to in paragraphs 1, 2c and 4 may provide evidence to show that the measures taken are sufficient to demonstrate its credibility, even if there is a reason for exclusion. If the information is sufficient, the economic operator in question is not excluded from the contract award procedure. To this end, the economic operator shall demonstrate that it has paid or undertaken to pay compensation for any damages caused by the criminal offense or misconduct, that it has clarified the facts and circumstances in a comprehensive manner, through active cooperation with the investigating authorities, and has taken specific technical and organizational measures, as well as measures at staff level appropriate to prevent further criminal offenses or misdemeanors. Measures taken by economic operators are assessed in the light of the seriousness and particular circumstances of the criminal offense or misdemeanor. If the measures are deemed insufficient, the economic operator shall be notified of the reasoning of this decision. An economic operator which has been excluded by a final decision from participating in a contract or concession procedure may not make use of the option provided for in this paragraph during the foreclosure period specified in that Decision in the Member State in which it is valid.

The decision of the contracting authority to determine the adequacy or not of the remedial measures under the previous paragraph is issued after the consent of the committee of the next paragraph, which is issued within thirty (30) days from the decision.

As amended by Par.8 Article 107 LAW 4497/2017 with effect on 13/11/2017
See the evolution of the paragraph

8. The decision of the contracting authority to determine the adequacy or not of the remedial measures under the previous paragraph is issued after the consent of the committee of the next paragraph, which is issued within thirty (30) days from the
the contracting authority shall exclude the economic operator in question from the contract award procedure. The decision of the contracting authority, as well as the decision accepting legal remedies against it, shall be notified to the Authority.

9. For the purposes of paragraphs 7 and 8, a committee shall be set up composed of representatives of the Minister of Economy, Development and Tourism, the Minister of Justice, Transparency and Human Rights, and the Minister of Infrastructure, Transport and Networks. The above committee is established by a decision of the Minister of Economy, Development and Tourism, which is issued within a month from the publication of this and regulates the necessary details of its organization and operation. The duties of the President are performed by the representative of the Ministry of Economy, Development and Tourism.

10. If the period of exclusion has not been determined by an irrevocable decision, it is stipulated that in the cases of paragraph 1 this period amounts to five (5) years from the date of the conviction by an irrevocable decision and in the cases of paragraph 4 to three (3) years from date of the relevant event.

As added with Par.9 Article 107 LAW 4497/2017 with effect on 13/11/2017
See the evolution of the paragraph

11. This article does not apply to public procurement with an estimated value equal to or less than two thousand five hundred (2,500) euros without VAT.

As added with Par.9 Article 107 LAW 4497/2017 with effect on 13/11/2017
See the evolution of the paragraph

**Article 74**

**Exclusion of an economic operator from public procurement (article 57 par. 7 of Directive 2014/24 / EU)**

1. If, in the context of a public procurement procedure, an economic operator is found to have one of the grounds for exclusion in paragraphs 1, 2c and 4 of Article 73 and the economic operator fails to take steps to demonstrate its reliability, as set out in Article 73 (7) may exclude him from participating in ongoing and future public procurement procedures for a reasonable period of time.

As amended by Par.10 Article 107 LAW 4497/2017 with effect on 13/11/2017
See the evolution of the paragraph

2. The period of exclusion shall be determined in accordance with the principle of proportionality, taking into account in particular the seriousness of the offense or
measures it takes to prevent similar offenses or misdemeanors in the future. If the period of exclusion has not been determined by a final decision, the maximum period of exclusion shall not exceed five (5) years from the date of conviction by an irrevocable decision in the cases referred to in paragraph 1 of Article 73 and the three (3) years from date of the relevant event in the cases referred to in paragraphs 2c and 4 of Article 73.

As amended by Par.11 Article 107 LAW 4497/2017 with effect on 13/11/2017
See the evolution of the paragraph

3. The exclusion shall be imposed by a joint decision of the Ministers of Economy, Development and Tourism, Justice, Transparency and Human Rights, responsible for the fight against corruption, as well as Infrastructure, Transport and Networks, issued following a reasoned recommendation of the the reasons for exclusion; and (a) for procedures relating to the award of public supply contracts and the provision of general services following the opinion of the panel of Article 41 5 5, and (b) for procedures relating to the award of public works contracts, studies and technical assistance. and other related scientific services, following the opinion of the competent Technical Council of the General Secretariat of Infrastructure.

Prior to the issuance of the decision to exclude a certain economic operator, he is given the opportunity to be heard.

4. The decision of the first subparagraph of par. 3 is notified to the contracting authority and the affected economic operator.

5. The exclusion of an economic operator from public procurement procedures of this Book, in accordance with the previous paragraphs, automatically entails its exclusion from future or ongoing procurement procedures of works, supplies, services of Book II (Articles 222 to 338) or contracts for the concession of works and services of Law 4413/2016 (AD 148) for an equal period of time.

As amended by Par.12 Article 107 LAW 4497/2017 with effect on 13/11/2017
See the evolution of the paragraph

6. The decisions issued on the basis of par. 3 are notified to the Authority, to the General Secretariat of Commerce and Consumer Protection of the Ministry of Economy, Development and Tourism and to the General Secretariat of Infrastructure of the Ministry of Infrastructure, Transport and Networks. The National Database of Public Procurement maintains a list of excluded economic
Article 75

Selection criteria (Article 58 of Directive 2014/24 / EU)

1. The selection criteria may relate to:

(a) suitability for the pursuit of a professional activity;

b) economic and financial adequacy;

c) technical and professional ability.

Contracting authorities may impose on the economic operators as participation requirements only the criteria referred to in paragraphs 2, 3 and 4. Contracting authorities shall limit any participation requirements to those necessary to ensure that the tenderer or tenderer has the necessary the conditions required by law, the financial possibilities, as well as the technical and professional skills for the execution of the contract under contract. All requirements are relevant and proportionate to the subject of the contract.

2. As regards suitability for professional activity, contracting authorities may require economic operators to be registered in one of the professional or commercial registers kept in their Member State of establishment, as described in Annex XI to Appendix A, or meet any other requirements set out in this Annex.

In service procurement procedures, if economic operators must have special approval or be members of a specific organization in order to be able to provide the service in their country of origin, the contracting authority may ask them to prove that they have such approval or that are members of that organization.

By decision of the Minister of Infrastructure, Transport and Networks issued after the opinion of the Technical Chamber of Greece or by joint decision of the Minister of Infrastructure, Transport and Networks and the competent Minister, as the case may be, issued after the opinion of a committee set up and represented professional chambers, the subject of each study category of Annex I of Appendix C is identified. The same decision determines the correspondence of each category of study with the field of employment of the registered in the "Register of Designers", as well as in the "Register of Design Offices" of Annex XI of Appendix A, according to the existing provisions, based on its application EC Regulation 2195/2002. By a similar decision, the above categories can be generally divided or consolidated.
3. With regard to economic and financial adequacy, contracting authorities may impose requirements to ensure that economic operators have the necessary financial and financial capacity to perform the contract. To this end, contracting authorities may require economic operators in particular to have a certain minimum annual turnover, including a certain minimum turnover in the field of activities covered by the contract. Contracting authorities may also require economic operators to provide information on the annual accounts, showing the ratio, in particular, of assets and liabilities. They may also require an appropriate level of insurance coverage against occupational risks.

The minimum annual turnover required of economic operators shall not exceed twice the estimated value of the contract, except in duly justified cases, such as for specific risks relating to the nature of the works, services or goods. The contracting authority shall state the main reasons for this requirement in the contract documents or in the separate report provided for in Article 341.

The proportion of assets and liabilities may be taken into account when the contracting authority specifies the methods and criteria for such consideration in the contract documents. These methods and criteria are characterized by transparency, objectivity and non-discrimination.

When a contract is subdivided into sections, this Article shall apply in relation to each section. However, the contracting authority may determine the minimum annual turnover that economic operators should have per group of departments if the contractor is assigned more than one tranche to be performed simultaneously.

If contracts under a framework agreement are to be awarded following a new invitation to tender, the maximum annual turnover requirement referred to in the fifth subparagraph of this paragraph shall be calculated on the basis of the expected maximum size of the specific contracts to be executed at the same time, based on the estimated value of the framework agreement. In the case of dynamic purchasing systems, the maximum annual turnover requirement referred to in the fifth subparagraph shall be calculated on the basis of the expected maximum size of the specific contracts to be awarded under that system.

4. In terms of technical and professional competence, contracting authorities may impose requirements to ensure that economic operators have the necessary human and technical resources and experience to perform the contract at an appropriate level of quality.

Contracting authorities may require economic operators in particular to have a satisfactory level of experience, as evidenced by appropriate recommendations
A contracting authority may consider that an economic operator does not have the required professional skills if it finds that the economic operator has conflicting interests that may adversely affect the performance of the contract.

In the context of procurement procedures that require installation work, service provision or execution of works, the professional capacity of economic operators to provide or perform the installation or works can be assessed on the basis of their know-how, effectiveness, their experience and reliability.

5. Contracting authorities shall indicate the required conditions for participation which may be expressed as minimum levels of competence, as well as the appropriate means of proof, in the contract notice or in the invitation to confirm interest.

**Article 76**

**Selection criteria in public procurement procedures**

1. In addition to the provisions of paragraph 2 of Article 75, specifically for public works contracts, the following applies:

a) In the M.E.P. or prefectural registers, economic operators are registered by categories or specialized companies.

b) When the project belongs exclusively to a category of the M.E.P., economic entities registered in this category have the right to participate in the contract award process. A project is considered to belong exclusively to a category if more than ninety percent (90%) of the works of the whole project belong to this category. Contingencies are not taken into account for the calculation of this percentage.

c) If the project includes works of various categories, the percentage of which does not exceed the limit of the previous paragraph, economic entities registered for all categories of the project, as well as associations of economic entities that cover these categories have the right to participate in the contract award process. A category with a turnover of less than ten percent (10%) is not considered, but the contract documents may specify otherwise.

d) If the project includes exclusively the object of specialized economic entities of M.E.P., economic entities registered in the respective category and specialized economic entities, if any, in respective classes have the right to participate in the contract award process. The last two paragraphs of case b apply in this case as well. In any other case, economic operators who prove that they meet the selection criteria may participate.
In case of participation of an association of economic operators, its members must be registered in the category of the project to be auctioned or, if the project includes works of more categories, at least in one of the categories of the project to be auctioned.

As amended by Par.5 Article 119 LAW 4472/2017 with effect on 19/5/2017

See the evolution of the paragraph

2. In addition to the provisions of paragraphs 4 and 5 of Article 75, especially for public procurement of special projects whose construction is required to be carried out by specialized economic operators, the contract documents may specify additional requirements for their participation in the process. At the request of the contracting authority, by decision of the Minister of Infrastructure, Transport and Networks, following the opinion of the Construction Department of the Council of Public Works of the General Secretariat of Infrastructure, additional terms may be added to the declaration, as appropriate by type or complexity project.

3. In addition to the provisions of paragraphs 3, 4 and 5 of Article 75, specifically for public works contracts, the following shall apply:

a) If the project belongs to a category of M.E.P. according to paragraph 1 (b), the order in which the economic operators must be registered is determined by the estimated value of the contract. For the application of the previous paragraph, the percentages of unforeseen expenses (unforeseen), as they are determined in case a` of par. 3 of article 156, are obligatorily taken into account. If the project belongs to more categories of M.E.P. according to paragraph 1 (c), the order for each category to which the economic operators must be registered is determined by the corresponding part of the estimated value of the contract. The above apply accordingly for specialized companies. In any other case economic operators, who prove that they meet the selection criteria can participate.

b) Associations of economic operators registered in the same class and project category of M.E.P. up to the fifth grade, they are allowed to undertake projects with an estimated value higher than the ceiling of their class up to twenty-five percent (25%) of the difference between the ceiling of their class and the ceiling of the next class, provided that at least two of these economic operators participate in the distribution of the construction of the project or in the profits and losses of the association, at a rate of at least thirty percent (30%) each. When the association consists of economic entities registered in the sixth class of M.E.P. for the same category of works, the maximum value of the estimated value of the works permitted by the association shall be set at EUR 60 million (60,000,000); provided that the share of each in profits and losses is at least twenty-five percent (25%).
The limits of this paragraph may be redefined by a decision of the Minister of Infrastructure, Transport and Networks, taking into account the index of revision of the prices of public works, as determined, in accordance with the existing provisions.

In any other case, economic operators who prove that they meet the selection criteria can participate.

As amended by Par.5 Article 119 LAW 4472/2017 with effect on 19/5/2017
See the evolution of the paragraph

4. In addition to companies that are registered in classes of registers, companies that meet the selection criteria of article 75 of law 4412/2016 can participate in public procurement procedures, studies or the provision of technical and other related scientific services regardless of their registration in classes. Any reference to the preceding subparagraph shall be deleted.

As added with Par.5 Article 119 LAW 4472/2017 with effect on 19/5/2017
See the evolution of the paragraph

Article 77
Selection criteria in procedures for concluding a public contract for the study or provision of technical and other related scientific services

1. In addition to the provisions of paragraph 2 of Article 75, especially for public procurement of studies and provision of technical and other related scientific services, the following shall apply:

a) In the Register of Designers and in the Register of Design Offices, economic entities are registered by classes and categories,

(b) in procedures for the award of a technical service contract for which no records are kept, participation is permitted by economic operators certified by a recognized certification body, as specifically defined in the contract documents;

(c) in the case of an association of economic operators and if the study to be awarded belongs to one category, all members of the association must be registered in that category;

(d) in case of participation of an association of economic operators and if the assigned study belongs to more than one category, all categories must be covered cumulatively.

As amended by Article 22 LAW 4441/2016 with effect on 6/12/2016
2. In addition to the provisions of paragraphs 4 and 5 of Article 75, specifically for public procurement of studies and provision of technical and other related scientific services, the following shall apply:

(a) the minimum levels of technical suitability and general experience are determined per study category, based on the estimated fees for all the stages of the respective study category;

(b) if the development of the study or the provision of the service requires increased experience, the opinion of the competent technical council may require the participation in the contract documents of economic operators registered in a class higher than that resulting from the estimated study fee,

(c) if in some categories of studies there is a proven small number of registered designers or design companies of the required class, the contracting authority may, after the opinion of the competent technical council, allow designers or design companies of the lower class to participate in the of the contract,

(d) in order to participate in the contract award procedure for the provision of technical supervision services, economic operators must have experience in constructing or supervising projects of the respective category, with the project, the supervision of which is the subject of the contract awarded. The required experience, defined in the contract documents, must be in proportion to the particularities of the project to be supervised and covered, as specifically defined in the contract documents, by the supervision team, in which an engineer with proven experience in construction of works of the respective category, with the project to be supervised, which may result either from relevant certificates and documents or from its registration in the respective project category of M.E.K.

(e) in the process of concluding a framework agreement, economic operators enrolled in all degree classes, each category of studies of indent (15) of paragraph 3 of Article 2, may participate in the degree class determined by the average estimated size of their individual contracts to be awarded, as estimated by the contracting authority and seventy-five percent (75%) of the total estimated remuneration of the framework agreement.

3. In the cases of Article 50, the submitted studies must have been prepared by scholars who have the legal qualifications, at present, other provisions related to the terms of practice of the designer's profession and the contract documents.
In any other case, economic operators who prove that they meet the selection criteria can participate.

See the evolution of the paragraph

Article 78
Support for the capacity of other bodies (Article 63 of Directive 2014/24 / EU)

1. With regard to the criteria of economic and financial adequacy provided for in paragraph 3 of Article 75 and the criteria of technical and professional competence provided for in paragraph 4 of Article 75, an economic operator may, as the case may be, for a specific contract, rely on the capabilities of other bodies, regardless of the legal nature of its links with them.

With regard to the criteria related to the qualifications and professional qualifications set out in indent f of Part II of Annex XII to Appendix A or to the relevant professional experience, economic operators may, however, rely on the competences of other bodies only whether the latter will perform the tasks or services for which the specific skills are required.

If the economic operator wishes to rely on the capacity of other entities, it shall demonstrate to the contracting authority that it will have the necessary resources at its disposal, in particular by presenting the relevant commitment of those entities to that end.

The contracting authority shall check, in accordance with Articles 79, 80 and 81, whether the entities in which the economic operator intends to rely meet the relevant selection criteria and whether there are grounds for exclusion in accordance with Articles 73 and 74. the contracting authority requires the economic operator to replace a body which does not meet the relevant selection criteria or for which there are grounds for exclusion of paragraphs 1 and 2 of Article 73 and Article 74. The contracting authority may require the economic operator to replace body for which there are grounds for exclusion of par. 4 of article 73 and article 74.

Where the economic operator relies on the capabilities of other entities with regard to the criteria relating to economic and financial adequacy, the contracting authority may require the economic operator and these entities to be jointly responsible for the performance of the contract.

Under the same conditions, an association of economic operators, as referred to in paragraph 2 of Article 19, may be based on the capabilities of the members of the association or other entities.
2. In the case of works or service contracts or in the case of installation work under a supply contract, contracting authorities may require certain critical tasks to be performed directly by the tenderer himself or, if the tender is submitted by an association of economic operators, such as referred to in paragraph 2 of Article 19, by one of the participants in this association.

3. This Article shall not apply to procedures for the award of design contracts and the provision of technical and other related scientific services below the limits.

SECTION 5
RULES FOR PROVING QUALITY CHOICE

Article 79

1. When submitting applications for participation or when submitting tenders in the procedures for the award of public contracts above the thresholds, the contracting authorities accept the European Single Contract Document (EGTC), which consists of an updated responsible declaration, with the consequences of Law 1599 / 1986 (A`75), as preliminary proof to replace certificates issued by public authorities or third parties, confirming that the economic operator in question meets the following conditions:

   (a) is not in one of the statements in Articles 73 and 74 for which economic operators are excluded or may be excluded;

   (b) meets the relevant selection criteria established in accordance with Articles 75, 76 and 77

   (c) where appropriate, comply with the objective rules and criteria laid down in accordance with Article 84.

Where the economic operator relies on the capabilities of other entities in accordance with Article 78, the EEAS shall also contain the above information concerning such entities. The EEAS shall consist of a formal statement by the economic operator that the relevant exclusion reason does not apply and/or that the relevant selection criterion is met and shall provide the appropriate information as required by the contracting authority. The EEAS shall identify the public authority or third party responsible for issuing the relevant supporting documents and shall include a formal statement that the economic operator will be able to provide such supporting documents upon request and without delay.
with a view to distorting competition, the assistance of circumstances such as the three-year limitation period laid down in Article 73 (10) or the application of paragraph 3b of article 44 of law 3959/2011, is analyzed in the relevant field that appears after a positive answer, while the provisions of the previous paragraph for the submission of supporting documents apply.

In the context of public procurement procedures, which either start after the entry into force of this provision or have started earlier but have not yet been completed and submitted to the EEAS, any previous negative answers to the above question of the EEAS or other corresponding form or statement by economic entities that fall within the scope of article 44 paragraph 3b of law 3959/2011, do not substantiate the reason for exclusion of article 73 paragraph 4 case g) and / or i) of this law and are not required to declare when completing the EEAS and each corresponding form.

When the contracting authority can obtain the relevant supporting documents directly by accessing a database, in accordance with paragraph 6, the EEAS shall also contain the information required for that purpose, such as the electronic address of the database, any identification data and, where appropriate, the necessary declaration of consent.

Economic operators may re-use the EIO which has already been used in a previous public procurement procedure, provided they confirm that the information in the document is still true.

As amended by Par.5 Article 235 CHAPTER HD 46 LAW 4635/2019 with effect on 30/10/2019
See the evolution of the paragraph

2. When submitting applications for participation or when submitting tenders in the procedures for the award of public contracts below the thresholds other than the direct award of articles 118 and 328, the contracting authorities accept an updated responsible statement of Law 1599/1986 (A'75), as preliminary proof to replace certificates issued by public authorities or third parties, confirming that the economic operator in question meets the following conditions:

(a) is not in one of the statements in Articles 73 and 74 for which economic operators are excluded or may be excluded;

(b) meets the relevant selection criteria established in accordance with Articles 75, 76 and 77;
If the estimated value of the contract under contract exceeds one million (1,000,000) euros excluding VAT, that the conditions for the application of par. 4 of article 8 of law 3310/2005 (A` 30) are not met.

The second to fifth subparagraphs of paragraph 1 shall apply mutatis mutandis to procedures for the award of public contracts below the threshold.

As amended by Article 22 LAW 4441/2016 with effect on 6/12/2016
See the evolution of the paragraph

3. For contracts above the threshold, the EGTC shall be drawn up on the basis of the standard form in Annex 2 to Commission Regulation (EU) 2016/7 of 5 January 2016, and shall be provided exclusively in electronic form.

4. For contracts below the limits, the Authority, in accordance with paragraph 5 of Article 53, may issue a corresponding standard form of responsible declaration, where required, in accordance with the provisions hereof. Until the publication of the standard form of the previous paragraph, a responsible statement of par. 4 of article 8 of law 1599/1986 is accepted.

5. The contracting authority may request tenderers and tenderers, at any time during the procedure, to submit all or some of the supporting documents, when required for the proper conduct of the procedure.

Prior to the award of the contract, the contracting authority, with the exception of contracts based on framework agreements, where such contracts are awarded pursuant to Article 39 (4) or Article 39 (5) (a) shall require the tenderer, who has been awarded the contract to submit the relevant supporting documents in accordance with Article 79 and, where appropriate, Article 80. The contracting authority may invite economic operators to supplement or clarify the certificates which have been forged; in accordance with Articles 80 and 82.

6. By way of derogation from paragraph 5, economic operators shall not be required to provide supporting documents or other evidence, provided that the contracting authority is able to obtain the certificates or related information directly by accessing a national database at any of the Member State of the Union, available free of charge, such as a national register of contracts, a virtual business file, an electronic document storage system or a pre-selection system.
By way of derogation from paragraph 5, economic operators are not obliged to submit supporting documents when the contracting authority that has awarded the contract or concluded the framework agreement already has these supporting documents.

For the purpose of the first subparagraph, the Directorate-General for Reform Policy and e-Government of the Ministry of the Interior and Administrative Reconstruction and the competent database maintenance bodies shall ensure that databases containing relevant information on economic operators can and may be used under the same conditions by the contracting authorities of other Member States.

7. The Directorate-General for Reform Policy and e-Government of the Ministry of Interior and Administrative Reconstruction has and updates the e-Certis complete list of databases, which include relevant information on economic operators and can be used by the contracting authorities of other Member States. Upon request, that Directorate-General shall communicate to the other Member States and to the Authority any information relating to the databases referred to in this Article.

**Article 79A**

**Signing of a European Single Convention Document**

As added with Par.13 Article 107 LAW 4497/2017 with effect on 13/11/2017

See the evolution of the article

1. At the time of submission of the European Single Contract Document (ECAA) referred to in Article 79, it is possible, with the signature of the case-by-case representative of the economic operator, that the grounds for exclusion referred to in Article 73 (1) be given to all are members of its administrative, managerial or supervisory body or have the power to represent, make decisions or control it.

As added with Par.13 Article 107 LAW 4497/2017 with effect on 13/11/2017

See the evolution of the paragraph

2. The representative of the economic operator for the application of this article means the legal representative thereof, as it appears from the current statute or the minutes of his representation at the time of submission of the offer or application for participation or the authorized natural person to represent the economic operator for procurement procedures or for a specific procurement procedure.

As added with Par.13 Article 107 LAW 4497/2017 with effect on 13/11/2017

See the evolution of the paragraph

3. This article also applies to the signing of the Standard Responsible Declaration Form (TEYD) issued by the Unified Independent Public Procurement Authority.
This article also applies to procurement procedures that are ongoing and are in the pre-award stage.

As added with Par.13 Article 107 LAW 4497/2017 with effect on 13/11/2017
See the evolution of the paragraph

4. The EEES or the TEYD, as the case may be, may be signed up to ten (10) days before the deadline for the submission of tenders or applications for participation.

As amended by Article 56 LAW 4609/2019 with effect on 3/5/2019
See the evolution of the paragraph

Article 80
Evidence (Article 60 of Directive 2014/24 / EU)

1. Contracting authorities may require the certificates, attestations and other means of proof referred to in paragraphs 2, 4 and 5 and in Annex XII to Appendix A as proof that there are no grounds for exclusion as referred to in Articles 73 and 74 and the fulfillment of the selection criteria in accordance with Articles 75 and 76.

Contracting authorities shall not require any evidence other than those referred to in this Article and in Article 82. As regards Article 78, economic operators may rely on any appropriate means to prove to the contracting authority that they have the necessary resources at their disposal.

2. Contracting authorities shall accept as sufficient evidence that the economic operator does not fall within any of the cases referred to in Article 73:

(a) for paragraph 1 of that Article, the production of an extract from the relevant register, such as the criminal record or, failing that, an equivalent document issued by a competent judicial or administrative authority of the Member State or country of origin or of the country of established economic operator, which shows that these conditions are met. The obligation to produce the above passage also applies to the persons referred to in the second subparagraph of Article 73 (1),

(b) for paragraphs 2 and 4 (b) of Article 73, a certificate issued by the competent authority of the Member State or country concerned;

(c) for indent c) of paragraph 2 of Article 73, a certificate from the Directorate of Planning and Coordination of the Labor Relations Inspectorate, from which the fines issued to the economic operator within a period of two (2) years before the closing date for the submission of an offer or request to participate.
referred to in paragraph 1, in cases (a) and (b) of paragraph 2 and in (b) 73 Article (4), the document or certificate may be replaced by an affidavit or, in the Member States or countries where no affidavit is provided, by a solemn declaration of the person concerned before a competent judicial or administrative authority, a notary or a competent professional or commercial organization of the Member State or of the country of origin or of the country in which the economic operator is established.

The competent public authorities shall provide, where necessary, a formal declaration stating that the documents or certificates of this paragraph are not issued or that these documents do not cover all the cases referred to in paragraph 1, in cases a) and b. of paragraph 2 and in indent b) of paragraph 4 of Article 73. The official declarations shall be made available through the online certificate repository (e-Certis) of Article 81. ".

As amended by Par.7 Article 43 LAW 4605/2019 with effect on 1/4/2019
See the evolution of the paragraph

3 . In order to prove the requirement of paragraph 2 of Article 75, the contracting authorities shall require a certificate / attestation from the relevant professional register in Annex XI of Appendix A, certifying on the one hand their registration in this and their special profession, according to in particular provided for in Articles 76 and 77, as appropriate. In order to prove the exercise of an agricultural or livestock profession, the contracting authorities require a relevant certificate of exercise of a profession, from a competent administrative authority or authority of a Local Government Organization.

4. The economic and financial adequacy of the economic operator may, as a general rule, be demonstrated by one or more of the supporting documents referred to in Part I of Annex XII to Appendix A `. If the economic operator, for a reasonable reason, is not able to provide the supporting documents requested by the contracting authority, it can prove its financial and financial adequacy with any other document that the contracting authority deems appropriate.

5 . The technical capacity of economic operators may be demonstrated in one or more of the ways set out in Part II of Annex XII to Appendix A, depending on the nature, quantity or importance and use of the works, goods or services .

6 . The associations of economic operators submitting a joint bid shall submit the above, as the case may be, supporting documents for each economic operator
Upon request, the Authority shall make available to other Member States any information concerning the grounds for exclusion set out in Articles 73 and 74, the suitability for the professional activity and the financial and technical capacity of the tenderers referred to in Articles 75; 76 and 77, as well as any information on the evidence referred to in this Article.

In case of a procedure for concluding a public contract for the provision of cleaning and/or custody services, to prove the breach of obligations in the fields of social security and labor law of paragraph 2 of Article 18, in accordance with paragraph 4 indent a of Article 73, the contracting authority is obliged, at a minimum, to apply the provisions of cases b' and d' of par. 2 of article 68 of law 3863/2010 (Α` 115).

The supporting documents of this article and of Annex XII of Appendix A', may be specified in the standard contract documents issued by the Authority, in accordance with par. 5 of article 53.

In public contracts with an estimated value of more than two thousand five hundred (2,500) euros without VAT. and up to twenty thousand (20,000) euros without VAT, the contracting authorities may require as proof of non-assistance of the grounds for exclusion of paragraph 1 of Article 73 hereof, the submission of a responsible declaration by the economic operator, in the case of a natural person, or in the case of a legal person, its submission by the legal representative, as defined in case 79A hereof.

As amended by Par.7 Article 43 LAW 4605/2019 with effect on 1/4/2019
See the evolution of the paragraph

The supporting documents are written in the Greek language or accompanied by their official translation into the Greek language. The Hague Treaty of 5.10.1961, ratified by Law 1497/1984 (Α` 188), applies to foreign public documents and supporting documents.

Especially the foreign private documents are accompanied by their translation into Greek certified either by a person competent according to the provisions of the national legislation or by a person legally competent in the country in which the document has been drafted.

The contract documents of article 53 may stipulate that information and technical brochures and other publications - corporate or non-corporate special technical
11. This article does not apply to public procurement with an estimated value equal to or less than two thousand five hundred (2,500) euros (excluding VAT).

As added with Par.15 Article 107 LAW 4497/2017 with effect on 13/11/2017
See the evolution of the paragraph

12. Evidence is admissible as follows:

(a) the supporting documents relating to paragraph 1 of Article 73, indent c) of paragraph 2 of Article 73 and indent b) of paragraph 4 of Article 73 if they have been issued up to three (3) months prior to their submission;

(b) the other supporting documents relating to paragraph 2 of Article 73, if they are in force at the time of their submission, otherwise, in the absence of a period of validity, have been issued as provided in the preceding indent;

(c) the supporting documents relating to paragraph 2 of Article 75, the evidence of valid representation in case of legal persons, and the certificates of the competent authority regarding the naming of shares in case of public limited companies, if issued up to thirty (30) working days before their submission,

d) affidavits, if they have been prepared up to three (3) months before their submission; and

e) the responsible statements, if they have been prepared after the notification of the invitation for the submission of the supporting documents.

As added with Par.7 Article 43 LAW 4605/2019 with effect on 1/4/2019
See the evolution of the paragraph

13. The documents hereof are submitted in accordance with the provisions of Law 4250/2014 (AD 94). Especially the evidences which are private documents, can be accepted in plain photocopy, if a responsible statement is submitted in which their accuracy is confirmed.

As added with Par.7 Article 43 LAW 4605/2019 with effect on 1/4/2019
See the evolution of the paragraph

Article 81
1. In order to facilitate cross-border submission of tenders, the Authority shall ensure that information on certificates and other forms of supporting documents entered into the Commission e-Certis system is kept up to date.

2. Contracting authorities shall apply to e-Certis and shall primarily require the types of certificates or forms of evidence covered by e-Certis.

Article 82

Quality assurance standards and environmental management standards
(Article 62 of Directive 2014/24 / EU)

1. Contracting authorities, if they require certificates issued by independent bodies certifying that the economic operator complies with certain quality assurance standards, including accessibility for people with disabilities, refer to quality assurance systems based on the relevant set of European standards, certified by accredited bodies. Contracting authorities shall recognize equivalent certificates from bodies established in other Member States. They shall also accept other evidence of equivalent quality assurance measures if the economic operator concerned has not been able to obtain such certificates within the relevant time limits for reasons for which he is not responsible;

2. If contracting authorities require the submission of certificates issued by independent bodies certifying that the economic operator complies with specific environmental management systems or standards, they shall refer to the Union Environmental Management and Control (EMAS) system or other environmental management systems have been recognized in accordance with Article 45 of Regulation (EC) No 1221/2009 or other environmental management standards based on corresponding European or international standards issued by accredited bodies. Contracting authorities shall recognize equivalent certificates from bodies established in other Member States.

Where the economic operator has a proven lack of access to such certificates or is unable to obtain them within the relevant time limits, for reasons for which he is not responsible, the contracting authority shall also accept other evidence of environmental management measures, provided that the economic operator concerned demonstrates that the measures in question are equivalent to those required under the applicable system or environmental management standard.

3. At its request, the Authority shall make available to other Member States, in accordance with Article 343, any information concerning the documents submitted
Article 83

Official lists of approved economic operators and certification by public or private law bodies (Article 64 of Directive 2014/24 / EU)

1. The operation of all official lists of approved contractors, suppliers or service providers, including designers, provided for by applicable national provisions and / or certification by certification bodies that comply with European certification standards within the meaning of Annex VII of Annex VII A, is governed by the provisions of this article.

The Authority shall communicate to the Commission and to the other Member States the address of the certification body or body responsible for the official lists to which applications are sent.

2. The conditions for inclusion in the official lists of approved contractors, suppliers or service providers, as well as the conditions for issuing certificates by certification bodies complying with European certification standards within the meaning of Annex VII of Appendix A, shall be adapted to the provisions of 73 to 83. Applications for registration may also be submitted by economic operators who belong to an association and rely on resources held by other participants in it, in accordance with Article 78. In such cases, such economic operators shall prove in principle drawing up the official list that they will have these resources at their disposal throughout the validity of the certificate.

3. Economic operators registered in official registers or holding a certificate may, for the respective contract, present to the contracting authorities a certificate of registration issued by the competent authority or a certificate issued by the competent certification body.

These certificates shall state the supporting documents on the basis of which the economic operators in question have been registered in the official list or certified and classified in that list.

4. The certified entry in the official lists by the competent bodies or the certificate issued by the certification body shall constitute a presumption of suitability as regards the quality selection requirements covered by the official list or the certificate.

5. The registration and classification in the M.E.P., Register of Designers and Register of Design Offices, and the possession of a corresponding degree is a
6. The information that can be deduced from official listing or certification is not called into question without justification. With regard to the payment of social security contributions and taxes and fees, an additional certificate may be required from any registered economic operator whenever a contract is to be awarded.

Contracting authorities shall apply paragraph 3 and the first and second subparagraphs of this paragraph only to the benefit of economic operators established in the Member State which has drawn up the official list.

7. The proof-of-quality requirements for the quality selection criteria covered by the official list or certificate shall be in accordance with Article 80 and, as the case may be, Article 82. For the registration of economic operators in other Member States in an official list or for their certification, no other proofs or statements are required, except those requested by the economic operators established in Greece.

Economic operators can request, at any time, their registration in an official directory or the issuance of a certificate. They shall be informed, within a reasonably short time, of the decision of the official authority drawing up the official list or of the competent certification body.

8. Such registration or certification shall not be required of economic operators in other Member States in order to participate in a public contract. Contracting authorities shall recognize equivalent certificates issued by bodies established in other Member States. They also accept other equivalent evidence.

9. Upon request, the Authority shall make available to other Member States any information concerning the documents submitted as proof that economic operators meet the requirements for inclusion in the official list of approved economic operators or as proof that economic operators from another Member State have equivalent certification.

10. Presidential decrees issued on the proposal of the relevant Ministers of Economy, Development and Tourism and Infrastructure, Transport and Networks, regulate issues for the preparation and operation of official lists of approved economic operators, in particular their competent service, the specific conditions, the criteria and formalities for registration and classification of economic operators in them, including the necessary supporting documents, the process of keeping and updating them and the cases of deletion from them, the start time of their operation.
SECTION 6
LIMITATION OF THE NUMBER OF CANDIDATES OFFERS AND SOLUTIONS

Article 84
Limitation of the number of candidates who meet the selection criteria to be invited to participate (Article 65 of Directive 2014/24 / EU)

1. In restricted procedures, competitive negotiated procedures, competitive dialogue procedures and innovation partnerships, contracting authorities may limit the number of eligible candidates who will be invited to bid or enter the dialogue, provided that there is, in accordance with paragraph 2, the minimum number of candidates who meet the criteria.

2. Contracting authorities shall specify, in the contract notice or invitation to confirmation of interest, the rules or criteria which they intend to use, the minimum number of candidates they intend to call and, where appropriate, the maximum number of them.

In the closed procedure, the minimum number of candidates is five. In the competitive negotiation process, the competitive dialogue process and the innovation partnership, the minimum number of candidates is three. In any case, the number of candidates invited must be sufficient to ensure real competition.

Contracting authorities shall call for a number of candidates at least equal to the minimum number of candidates. However, in the event that the number of candidates who meet the selection criteria and the minimum competency levels referred to in paragraph 5 of Article 75 is less than the minimum number, the contracting authority may continue the procedure. Under the same procedure, the contracting authority does not include other economic operators who have not applied or candidates who do not meet the required qualifications.

Article 85
Limiting the number of offers and solutions (Article 66 of Directive 2014/24 / EU)

Where contracting authorities make use of the possibility of limiting the number of tenders to be negotiated, as provided for in Article 29 (6) or of the solutions to be discussed, as provided for in Article 30 (4), they shall exercise that limitation by applying the criteria referred to in the contract documents. In the final stage, this
SECTION 7
AWARD OF THE CONTRACT

Article 86
Contract award criteria (Article 67 of Directive 2014/24 / EU)

1. Without prejudice to national law or administrative provisions relating to the price of certain goods or the remuneration of certain services, contracting authorities shall base the award of public contracts on the most economically advantageous tender.

2. The most economically advantageous tender at the discretion of the contracting authority is determined on the basis of price or cost, using a cost-effectiveness approach, such as life cycle costing, in accordance with Article 87 and may include the best value for money, which is assessed on the basis of criteria, including, inter alia, quality, environmental and/or social aspects related to the subject matter of the contract. These criteria may include, in particular:

(a) quality, including technical value, aesthetic and functional features, accessibility, design for all users, social, environmental and innovative features and marketing and related conditions;

(b) the organization, qualifications and experience of the staff entrusted with the performance of the contract, where the quality of the staff available can have a significant effect on the level of performance of the contract;

c) after-sales service and technical support;

(d) the terms of delivery, such as the date of delivery, the procedure and time limit for delivery or the time limit for completion or completion;

(e) the guarantee referred to in Article 72 (2);

(f) the increase of the warranty period provided for in the contract documents;

3. Are the social characteristics, in the previous paragraph, specifically specified in?

a) employment of employees belonging to vulnerable groups of the population within the meaning of par. 4 of article 1 of law 4019/2011 (A` 216), for a period of at
facilitating the cynical and/or labor integration of persons from vulnerable groups of the population;

(c) combating discrimination and/or
d) promoting equality between men and women.

4. The criteria of paragraph 2 in the procedures for concluding a public design contract may also include in particular:

(a) the degree of understanding of the object and objectives of the study to be carried out as it appears from the technical report of indent a) of paragraph 2 of Article 94, by identifying the issues which must be given special importance during the preparation of the study;

b) the completeness and reliability of the study methodology, based on the data of cases b` and c` of paragraph 2 of article 94, ie specifically the degree of coverage of the requirements of the study to be prepared by activities presented by the economic operator, the degree of adequacy of actions and procedures for the production of the study, including the actions of the coordinator, as well as the documentation of feasibility and reliability of the proposed schedule, in conjunction with the staff of the study team and the information provided to ensure that economic operators have the necessary human resources to carry out the contract at an appropriate quality level,

c) the organization of the economic operator, based on the data of cases d` and e` of par. 2 of article 94 and specifically: the clarity in the definition of the tasks of the group and the adequacy of the proposed study group in relation to the structure of the organization chart and the degree of coherence of the proposed study group,

d) the ease of construction of the technical solution and the estimation of the cost of the project, which includes the cost of construction of the project and the annual cost of operation and maintenance during the life of the project if the contract documents include specific parameters for calculating the cost of operation and maintenance, as they result from the technical report of case a` of par. 2 of article 94.

As amended by Article 22 LAW 4441/2016 with effect on 6/12/2016
See the evolution of the paragraph
5. The criteria of paragraph 2 in the procedures for concluding a public service contract may also include, in particular, the correctness of the perception by the economic operator of the object and the requirements of the contract, the successful identification of problems during implementation and the formulation of appropriate proposals for their solution, the adequate analysis, specification of the adequacy and effectiveness of the implementation methodology and the necessary tools to support its implementation, as well as the effective communication of the economic operator with the contracting authority, during the execution of the contract, the effective identification of critical success factors and presentation of alternative ways to ensure them, the rational analysis of the subject of the contract in sections of works and their connection with the minimum required deliverables and the schedule described in its technical specifications, the completeness of the definition of the contents of the offered deliverables and the documentation of the assurance of their applicability the model of organization of service delivery, the adequacy and clarity of distribution of responsibilities to the members of the Project Team, the levels of administration.

6. In the procedures for concluding a public design contract (complete study or individual stages thereof), contracting authorities may use the price or cost as the sole award criterion if one of the following conditions is met, and with the opinion of the relevant technical council. contracting authority:

(a) when no technical data is required other than those already contained in the Public Procurement Dossier, as in the case of topographic surveys or geotechnical surveys, or

b) when there are sufficient technical data in the Public Procurement File, in particular approved studies of previous stages and a valid A.E.P.O. the

(c) in the case of a study of a small or simple project or project without uncertainties as to the technical solution; or

(d) in the case of studies which, according to the applicable standards, are carried out at one stage and the approval of which does not require any kind of licensing or institutionalized public consultation procedure, such as in particular the topographic, traffic and financial ones.
The award criteria shall be deemed to be related to the object of the public contract, in so far as they relate to the works, goods or services to be provided under the contract in relation to any aspect of it and at any stage of its life cycle; including the factors involved:

(a) the specific process of production, distribution or marketing of the works, goods or services in question; or

(b) in the specific process of another stage of its life cycle, even if those factors do not form part of its material existence.

9. The award criteria shall not have the effect of granting unrestricted freedom of choice to the contracting authority in question. They ensure the possibility of effective competition and are accompanied by specifications that allow the effective verification of the information provided by tenderers, in order to assess their degree of compliance with the award criteria. If in doubt, contracting authorities shall effectively verify the accuracy of the information and evidence provided by tenderers.

10. The contracting authority shall specify in the contract documents the relevant weighting it gives to each of the criteria chosen to determine the most economically advantageous tender, unless this is determined solely on the basis of price. This weighting can be expressed by predicting a margin of variation with the appropriate maximum range. If weighting is not possible for objective reasons, the contracting authority shall indicate the criteria in descending order of importance.

11. The sum of the relevant weightings of the Evaluation Criteria Groups in each case amounts to 100. The grading and ranking of the tenders is done, according to the formula:

\[ u = \sigma_1.K_1 -1-02 .K_2 + .. + \sigma_n.K_n \]

where:

"Σν" is the coefficient of gravity of the assignment criterion Kv and is valid \( \sum_{i=1}^{n} \sigma_i = 1 \).

Each evaluation criterion is graded independently based on the bid data. The grading must be fully and specifically justified and must include, in addition to the
In the procedures for concluding a public contract for the elaboration of studies and the provision of technical and other related scientific services, the financial offers are graded on a scale of one hundred and the BOPi rating of each financial offer.

The discount is equal to the offered discount rate as follows:

$$BOP1 = 100 \times (1 - \frac{OP}{PA})$$

where PA: is the estimated fee.

13. In public procurement and general service procurement procedures, when the most economically advantageous tender is not determined solely on the basis of price or cost, the rating of each evaluation criterion ranges from 100 to 120 points. The score is 100 points for cases where exactly all the conditions of the criterion are met. This score increases to 120 points when the criteria of the criterion are exceeded. The total score of the offer, as shown by the formula of paragraph 11 ranges from 100 to 120 points. The contracting authority may specify in the contract documents a greater margin of variation than the one referred to in the first subparagraph from 100 to 150 points, adjusting the terms of the contracting procedure accordingly.

a) As the one that presents the smallest ratio of the offered or comparative price of the offer to the rating of the evaluation criteria that do not concern the price or the cost. Comparative bid price is the price, in case one or more types of costs are taken into account for its formation, according to paragraph 1 of article 87, if it is provided by the contract documents. The contracting authority, in this case, clearly specifies in the contract documents the exact method of calculating the comparative bid price (eg by mathematical formula).

b) By applying the type of paragraph 11 in which the method based on which weighting for quality and price is applied will be reflected.

As amended by Par.1 Article 33 LAW 4608/2019 with effect on 25/4/2019

See the evolution of the paragraph

14. If the award criterion has been defined as the most economically advantageous tender based on the best value for money in this article and the contract award procedure is carried out by CAA, the criteria, any groups to which they belong, as well as the coefficients their severity are approved by the CAA.
For public contracts for works, studies and the provision of technical and other related scientific services, by decision of the Minister of Infrastructure, Transport and Networks it may be stipulated that the contracting authorities may not use price or cost as the sole award criterion, or may be limited their use in certain categories of contracting authorities or certain types of contracts. In the public contracts of projects, studies, provision of technical and other related scientific services, circulars of the Minister of Infrastructure, Transport and Networks may be issued regarding the weighting of the individual award criteria, the weighting factors of the award criteria related to the technical offer, per category project and study and estimated value of the contract.

16. Public procurement and general service contracts may be issued circulars by the Minister of Economy, Development and Tourism on the weighting of the individual award criteria, the weighting criteria of the award criteria related to the technical offer, per category and estimated contract value. The contracting authority may derogate from the provisions of the above circulars, after obtaining the agreement of the collegiate body referred to in Article 41 (5).

**Article 87**

**Life cycle costing (Article 68 of Directive 2014/24 / EU)**

1. Life cycle costing shall, where appropriate, cover part or all of the following costs over the life cycle of a product, service or project:

   (a) costs borne by the contracting authority or other users, such as:

      (aa) the costs associated with the acquisition;

   (bb) the cost of use, such as for the consumption of energy and other resources;

   (cc) maintenance costs,

   (dd) end-of-life costs, such as collection and recycling costs;

   (b) costs due to external environmental factors associated with the product, service or project over their life cycle, provided that their economic value can be determined and verified; these costs may include the cost of gas emissions greenhouse gas and other emissions, as well as the costs of mitigating climate change.
When the contracting authority estimates the cost using a life cycle costing approach, it shall indicate in the contract documents the data to be submitted by the tenderers and the method to be used for the life cycle costing based on that data.

The method used to estimate the cost, which is due to external environmental factors, must meet all of the following conditions:

(a) is based on non-discriminatory criteria that can be verified objectively. In particular, when it has not been prepared for repeated or continuous use, it does not unjustifiably imply favorable or unfavorable treatment of certain financial institutions,

b) is accessible to all interested parties;

(c) the required data may be provided upon reasonable effort by moderately prudent economic operators, including third country entities that are party to the GPA or other international agreements binding on the Union.

3. Where a common method of calculating the cost of living has become mandatory by Union law, this common method shall be used to assess the cost of life.

A list of those legislative provisions and, where appropriate, the delegated acts supplementing them is set out in Annex XIII to Appendix A.

4. For public contracts for projects, studies and provision of technical and other related scientific services, the criteria of case a of paragraph 2, the ways of determining and measuring the cost of the cycle may be determined by a decision of the Minister of Infrastructure, Transport and Networks. life of projects / studies / services, as well as any other necessary issues.

5. For public procurement and other services, the criteria of case a of paragraph 2, the ways of determining and measuring the cost of life cycle of goods / services, as well as the decision of the Minister of Economy, Development and Tourism, may be determined. any other necessary matter.

Article 88

Unusually low bids (Article 69 of Directive 2014/24 / EU)

1. Where tenders appear to be unusually low in relation to works, goods or services, contracting authorities shall require economic operators to explain the price or cost they offer in their tender, within an exclusive period of not more than ten (10) days after notification of the relevant invitation by the contracting authority.
(a) the economic characteristics of the manufacturing method, manufacturing process or services provided;

(b) the technical solutions chosen or the extremely favorable conditions available to the tenderer for the provision of the products or the provision of the services or the execution of the project;

(c) the originality of the work, goods or services offered by the tenderer;

(d) compliance with the obligations of paragraph 2 of Article 18, in accordance with paragraph 2 of Article 89;

(e) compliance with the obligations of Article 131;

(f) the possibility of granting State aid to the tenderer, in accordance with Article 89 (1).

3. The contracting authority shall evaluate the information provided in consultation with the tenderer. It may reject the tender only if the information provided does not satisfactorily explain the low price or cost proposed, taking into account the information referred to in paragraph 2. The contracting authorities shall reject the tender if they find that the tender is unusual. low because it does not comply with the applicable obligations of paragraph 2 of Article 18.

4. If the contracting authority finds that a tender is abnormally low due to the granting of State aid to the tenderer, the tender may be rejected for that purpose only after consultation with the tenderer and if he is unable to prove, within a reasonable time, designated by the contracting authority that the aid in question is compatible with the internal market within the meaning of Article 107 TFEU. In the event that the contracting authority rejects the offer in such circumstances, it shall inform the Commission thereof.

5. Upon request, the Authority shall make available to other Member States, in the context of administrative cooperation, any information available to Greece, such as laws, regulations, collective agreements or national technical standards - on supporting documents and documents submitted to in relation to the details referred to in paragraph 2.

6. In the public contracts of projects, studies, provision of technical and other related scientific services, circulars of the Minister of Infrastructure, Transport and Networks may be issued for the specialization of the conditions of characterization
contracting authority may deviate from the provisions of the above circulars, after obtaining the consent of the competent technical council.

**Article 89**

**Supporting documents regarding the unusually low offers**

1. In order to prove that the State aid granted is in accordance with the internal market within the meaning of Article 107 TFEU, in accordance with paragraph 4 of Article 88, the tenderer shall, within the prescribed time limit, :

   (a) in cases of aid granted under the de minimis Regulation (de minimis aid), the aid measure regulation and the individual aid approval authorization where it is intended to be issued;

   b) in the other cases: aa) publication in the E.E.E. either the approval of the aid measure by a decision of the Commission or the summary information sheet of the aid measure;

2. In order to prove compliance with the obligations of par. 2 of article 18, in accordance with indent d’ of par. 2 of article 88, the tenderer shall submit, within the set deadline, the following:

   (a) a reference to the Collective Bargaining Agreement (CPA) to which employees are subject; and

   b) supporting documents, from which the legal salaries of the employees and their respective insurance contributions are derived.

**Article 90**

**Equal and equivalent offers**

1. If the award criterion is the most economically advantageous tender based on price only, the tenders with the exact same price are considered equal. In this case, the contracting authority selects the contractor by drawing lots among the economic operators who submitted equal bids. The draw is made before the competent collective body and in the presence of these economic operators.

2. If the award criterion is the most economically advantageous tender and is not determined solely on the basis of price, the tenders with the same overall final score between two or more tenderers shall be considered equivalent.
contracting authority selects the contractor with the highest technical offer score. In
the case of a tie in terms of the technical bid, the contracting authority shall select the
contractor by drawing lots among the economic operators who submitted the
equivalent bids. The draw shall take place before the competent advisory body and
in the presence of these economic operators.

4. In the case of par. 2, in the procedures of concluding a public procurement
contract or general services in the contract documents it is stipulated that the award
is made either to the bid with the highest technical bid rating or to the bid with the
lowest price, depending on the weight of each criterion, as it results from the
percentage between them in the contract documents. If the equivalent bids have
the same price or the same technical bid score, the contracting authority shall
select the contractor by drawing lots among the economic operators who submitted
the equivalent bids. The draw shall take place before the competent advisory body
and in the presence of these economic operators.

Article 91
Reasons for rejection of offers

1. The contracting authority, on the basis of the results of the control and
evaluation of the tenders, shall reject, in any case, a tender:

a) Which deviates from Articles 92 to 100, and 102 to 104 or has been submitted in
violation of the inviolable conditions for drawing up and submitting the tender, as
these conditions are defined in the contract documents.

b) Which contains defects, deficiencies, ambiguities or errors, if they can not be
supplemented or corrected or, if they can be completed or corrected, have not been
corrected during its clarification and completion, in accordance with Article 102.

(c) For which the tenderer has not provided the required explanations within the
prescribed period or the explanation is not acceptable to the contracting authority in
accordance with Article 102.

d) Which is an alternative offer, if such is not allowed or, if allowed, does not meet
the minimum requirements of the contract documents.

e) Submitted by a tenderer who has submitted two or more tenders unless an
alternative tender is permitted. This restriction shall apply, in the case of indent c) of
paragraph 4 of Article 73, in the case of associations of economic operators with
g) In the procedures of concluding a public contract for a project, study or provision of technical and other related scientific services in cases a´ and b´ of par. 2 of article 95.

h) In the procedures for concluding a public contract for supplies or general services, an offer which sets a condition for adjustment, without this being provided by the contract documents or, if the contract documents provide for the submission of samples, their improper submission.

As amended by Par.16 Article 107 LAW 4497/2017 with effect on 13/11/2017
See the evolution of the paragraph

2. Paragraph 1 shall apply mutatis mutandis in the context of the evaluation process of applications for participation in the restricted procedure, the competitive dialogue procedure, the competitive negotiated procedure or the innovation partnership.

SECTION 8
OFFERS AND APPLICATIONS FOR PARTICIPATION

Article 92
Content of offers and applications for participation

1. In public procurement procedures, which are not carried out by electronic means, tenders and requests to participate shall be submitted in a sealed envelope, in which the following must be clearly indicated:

a) the word Offer or Application for participation,

(b) the name of the contracting authority;

c) the title of the contract,

(d) the closing date (closing date for the submission of tenders or requests to participate); (e) the details of the economic operator.

2. In the open procedure, economic operators shall submit the following in their tender:
a separate sealed envelope, marked "Technical Bid", if required by the contract documents, containing the technical details of the tender, as set out in Article 94 for the contracts referred to in this Article and the documents of the contract. If the technical data of the offer cannot be placed in the main envelope due to the large volume, then they are packed separately and the main envelope is followed with the same indications and

c) A separate sealed envelope, marked "Financial Bid", if required by the contract documents, containing the financial elements of the tender, as defined in Article 95 for the contracts referred to in this Article and the documents of the contract.

When the criterion for awarding the most economically advantageous tender is determined on the basis of the best value for money, economic operators shall submit both a technical tender dossier and a financial tender dossier.

The above separate sealed envelopes also bear the indications of the main envelope of par. 1.

3. In the restricted procedure, in the competitive negotiated procedure, in the competitive dialogue and in the innovation partnership, the economic operators shall submit with their application only the dossier of Article 93, except for the guarantee of participation. The other files of par. 2 and the participation guarantee are submitted with their offer.

4. The offers and the applications for participation and the data included in them are written in the Greek language or are accompanied by their official translation in the Greek language. The Hague Treaty of 5 applies to foreign public documents and supporting documents. 10.1961, ratified by Law 1497/1984 (A` 188).

In particular, foreign private documents are accompanied by a translation into Greek certified either by a person responsible under the provisions of national law or by a person legally competent in the country in which the document was drafted. The contract documents of article 53 may stipulate that information and technical brochures and other corporate or non-corporate publications with special technical content may be submitted in another language, without being accompanied by a translation into Greek.

As amended by Par.8 Article 43 LAW 4605/2019 with effect on 1/4/2019
See the evolution of the paragraph
by the contracting authority:

a) the contracting authority, asks the economic operators to obligatorily mention in the contract documents, in their offer, among others, the information / data of points a` year f` of par. 1 of article 68 of law 3863 / 2010 and

b) the candidate economic operators are obliged, with a penalty of exclusion, to include in their offer the information / data of par. 1 of article 68 of law 3863/2010.

6. In the procedures of concluding public contracts are carried out by electronic means, according to articles 22 and 36 all the above supporting documents are submitted in (sub) files (category of files attached to the electronic system), according to the defined in the decisions issued by authorization of paragraphs 4 and 5 of Article 36.

7. In electronic procurement procedures carried out by electronic means, in accordance with Articles 22 and 36, foreign economic operators are not obliged to sign this document using an advanced electronic signature, but may authenticate it in any other convenient way, provided that in their country of origin the use of an advanced digital signature is not mandatory in public procurement procedures. In such cases, the offer or application for participation shall be accompanied by a solemn declaration stating that, in the country of origin, the use of an advanced digital signature is not required or that, in the country of origin, the use of an advanced digital signature is not mandatory for participation in public procurement procedures. contracts.

The responsible statement of the previous paragraph is signed up to ten (10) days before the deadline for submission of offers or applications for participation.

As amended by Article 56 LAW 4609/2019 with effect on 3/5/2019
See the evolution of the paragraph

8. In cases where private documents are submitted with the application for participation or the offer, they are accepted either according to the provisions of Law 4250/2014 (AD 94) or in plain photocopy, provided that a responsible statement is submitted, which confirms the accuracy and which bears a signature after the commencement of the contract award procedure.

As amended by Article 56 LAW 4609/2019 with effect on 3/5/2019
See the evolution of the paragraph
The separate sealed envelope, marked "Documents of Participation" contains:

(a) in procedures for the award of public contracts above the threshold, the Article 79 EEC and the participation guarantee, as provided for in Article 72; and

(b) procedures for the award of public contracts below the thresholds:

aa) responsible statement as provided for in paragraph 2 of Article 79;

(bb) a guarantee of participation, as provided for in Article 72;

The associations of economic operators that submit a joint offer, submit the above supporting documents of cases a` and b`, for each economic operator participating in the association except the guarantee of participation.

As amended by Par.2 Article 46 LAW 4447/2016 with effect on 23/12/2016
See the evolution of the article

**Article 94**

**Contents of the "Technical Offer" dossier**

1. In public procurement procedures, where Article 50 applies and the award criterion is the most economically advantageous tender on the basis of the best value for money, the separate sealed envelope marked "Technical Bid" shall contain at least a definitive design, all necessary projects.

In the procedures for awarding a public works contract in which the award criterion is the most economically advantageous tender based on the best value for money, the contents of the "Technical Bid" dossier are defined in the contract documents.

As amended by Article 22 LAW 4441/2016 with effect on 6/12/2016
See the evolution of the paragraph

2. In the procedures for awarding a public design contract, if the award criterion is the most economically advantageous tender on the basis of the best value for money, the separate sealed envelope marked "Technical Bid" shall contain in particular:

a) technical report for the specific study, based on the existing data of the Public Procurement File, indicating the problems and suggesting how to solve them;

b) methodological proposal, which includes a description of the general program of the study, ie the required sub-activities, the sequence of stages or phases of the
procedures for the production of the study.

(c) a timetable describing the time sequence of the activities in subparagraph (b), taking into account the total time provided for in the contract documents;

d) organization chart and report of documentation of tasks and division of tasks of the coordinator and the study group, where the distribution of responsibilities among its members and data on the effectiveness of the action of each member of the study group in corresponding responsibilities to those undertaken in the study group and its degree of success, taking into account the provisions of indents (b) and (c), and

e) data on the coherence of the study group, from which the possibility of good cooperation for the smooth and qualitatively acceptable elaboration of the study emerges. In the procedures of concluding a public contract for the provision of technical and other scientific services. The contents of the "Technical Bid" dossier are set out in the contract documents, taking into account the provisions of this paragraph with appropriate adaptation.

3. In the procedures for awarding a public design contract, and if Article 51 applies, the "Technical Offer" dossier shall include in particular, in addition to those referred to in paragraph 2, a technical report with a technical proposal-solution, including the assessment of the general and special subject of the study, with analysis of the individual issues, investigation of alternatives, documentation of the corresponding proposals, as well as the cost of implementation and operation. By decision of the Minister of Infrastructure, Transport and Networks or by joint decision of the Minister of Infrastructure, Transport and Networks and, as the case may be, the competent Minister, the requirements of the submitted data may be specified in the technical reports.

4. In procurement and general service procurement procedures, the technical tender dossier shall contain in particular the documents and supporting documents documenting the technical adequacy, used for the evaluation of tenders and described in the contract documents.

5. a. Especially in supply contracts, contracting authorities may require tenderers to state in their technical tender the country of origin of the final product they offer.

b. In case the above statement is requested in the technical offer, the bidder, if he manufactures the final product himself, must state in his bid, the business unit in which he will manufacture the offered product, as well as the place of its installation.
business unit, in their offer they declare the business unit, in which the offered product will be manufactured and the place of its installation. They must also attach to their tender a responsible statement to the Contracting Authority that, the manufacture of the final product will be made by the company to which it belongs or which operates in whole or in part the manufacturing unit of the final product and that the legal representative of this company or its official representative has accepted against them the execution of the specific supply, in case of award to the supplier in whose favor the acceptance was made. A bid in which the above statements will not exist will be rejected as inadmissible.

The responsible statements are signed after the start of the contract award process.

As amended by Article 56 LAW 4609/2019 with effect on 3/5/2019
See the evolution of the paragraph

Article 95
How to prepare and submit financial bids

1. The financial offer (offered price) is given in euros.

2. In public procurement procedures, the contracting authority may stipulate in the contract documents that the financial bids are prepared and submitted in accordance with the following:

(a) if the award criterion is the most economically advantageous price-based offer only, economic operators shall offer individual discount rates for each group of similar invoice and budget works, expressed in percentage points (%), in particular when the large number of unit prices at which the contract will be drawn up. Financial bids must be drawn up, numerically and in full, on the form provided by the contracting authority. The individual discount rates must be in a smooth relationship with each other. The offer is normal when no individual discount rate (Ei) is less than 1.10Em-10% nor greater than 0.90Em + 10%. An offer that deviates from these limits is unacceptable. Possible,

(b) if the award criterion is the most economically advantageous tender on the basis of price only, financial tenders shall be drawn up with the free completion of an open invoice, in particular when the quantities of works have been measured without the risk of contractual errors and no construction deviations are expected. The economic operators concerned shall be granted by the contracting authority, in
(aa) an invoice similar to the service invoice, but the prices are incomplete; and

bb) budget, similar to the auction budget (estimated contract value) of the contracting authority but in which the unit prices, products and sums are incomplete.

The funds for unforeseen expenses, according to case a` of par. 3 of article 156, are supplemented by the service. Economic operators offer prices, filling in electronically or in print the incomplete invoice and budget with the prices offered by them, but without any commitment to normalcy. They also fill in the products of the quantities on the prices, the individual and the total sum, the amount for general expenses and benefit of the contractor (GE and OE) based on the indicated percentage, if the total sum of the budget is foreseen separately. All prices on the invoice are completed in full on the penalty of inadmissibility. Only numerical price indication on the invoice is not taken into account.

(c) in the case of application of paragraph 1 of Article 50, the financial offer shall be given only on a lump sum basis for the whole project or for parts of the project. Financial tenders must be drawn up on the form provided by the contracting authority or on the basis of a model annexed to the contract documents. The contract documents may also request an analysis of the lump sum offer from the economic operator, in order to identify and evaluate any differences that may arise during the execution stage. In this case the analysis of the flat rate bid is attached to the contract or

(d) in case of application of par. 2 of article 50, the financial offer is given as an indivisible percentage of the real estate and corresponding divided properties (consideration) or

(e) in case of application of par. 3 of article 50, the financial offer includes other exchanges, in addition to full payment or consideration of real estate, against the construction and possibly the operation and maintenance of the project (partial or total self-financing).

The above cases, except for case c`, can be applied in combination to each other in the public procurement process of the same project, since each refers to a different independent part of the project.

3. In public procurement procedures, can the contracting authority state in the contract documents that the financial bids are drawn up and submitted as follows?
The participants submit a financial offer form in which they indicate the offered price per study category and the total price for the execution of the contract. The financial offer is compiled for each individual study category, in accordance with the provisions of indent d’ of paragraph 8 of Article 53. It includes, in addition to the fees for the elaboration of the studies, the fees for the planning, supervision and evaluation of the necessary research work of any kind, as well as work / studies, in accordance with the provisions of indent d’ of paragraph 8 of Article 53.

4. In the procedures for awarding a public contract for the provision of technical and other related scientific services, the contracting authority may stipulate in the contract documents that the participants submit a financial offer form, in which they indicate the price offered per category of services and the total price for its execution. contract.

5. Do the following also apply to public procurement and general service procurement procedures?

(a) the price of the material to be supplied or of the service provided is given per unit, as specified in the contract documents. The price includes the reservations in favor of third parties, as well as any other charge, according to the current legislation, not including VAT, for delivery of the material or the provided service to the place and in the manner provided in the contract documents, unless otherwise specified in the contract documents,

(b) in the cases referred to in paragraphs 9 and 10 of Article 53, where price adjustment is provided for in the contract documents, then the financial offer must be submitted at a discount to the price of the estimated value of the material or service.

As amended by Par.2 Article 33 LAW 4608/2019 with effect on 25/4/2019
See the evolution of the paragraph

6. In public procurement procedures based on the most economically advantageous bid based solely on price, the latter may result in the offer of a percentage discount on the price of the item, based on reference prices as determined by current legislation. In these cases the price is adjusted during the execution of the contract based on the current reference price, applying the discount rate.

As amended by Par.2 Article 33 LAW 4608/2019 with effect on 25/4/2019
See the evolution of the paragraph

Article 96
1. Those wishing to take part in a public procurement procedure must, on proof, submit a tender or request to participate, within the time limit set out in the contract documents.

2. Tenders or requests to participate shall be submitted to the contracting authority by any of the means provided for in the provisions hereof.

3. Tenders submitted to the contracting authority in any way before the closing date for the submission of tenders shall not be unsealed, but shall be delivered to the competent body before the expiry of the period specified in the contract documents or the invitation to open.

4. The beginning of the submission of tenders and applications for participation, which are submitted on the closing date to the competent advisory body, is announced by its chairman, half an hour before the closing time. The collection can continue after the closing time, if the submission, which has started on time, continues without interruption due to the number of interested economic entities. The end of the receipt is also announced by the president of the competent advisory body, with a warning of a few minutes and after the announcement of the end, no other offer or application for participation is accepted.

5. Tenders or requests to participate that are submitted late, are returned without being unsealed or evaluated accordingly. In the closed procedure, a bid submitted by a bidder that was not invited for this purpose is returned without being unsealed.

6. Tenders and applications for participation are signed and initialed per sheet by the economic operator or, in the case of legal entities, by their legal representative.

7. The association of economic operators submits a joint bid, which must be signed either by all the economic operators that make up the association or by their legally authorized representative. The offer must specify the extent and type of participation (including the distribution of remuneration among them) of each member of the association, as well as its representative / coordinator.

**Article 97**

**Offer validity period**

1. An offer that has a validity period shorter than that provided for in the contract documents is rejected as inadmissible.
In the event of a request for extension of the tender, in accordance with point (a) of paragraph 1 of Article 72, for economic operators who have accepted the extension before the expiry of their tenders, the tenders shall be valid and binding on them. In addition to this period of time.

3. In the procedures of concluding a public contract for works, studies and provision of technical and other related scientific services, the offers are valid and binding the economic operators for a period of time defined in the contract documents and amounts to at least six (6) months, within which to conclude the contract.

When technical bids are submitted in the tender, the validity period of the bids is at least ten (10) months.

In particular, in the tenders that are subject to the pre-contractual review of the legality of the Court of Auditors, the above validity period of the bids is increased by three (3) additional months respectively. In the case of Article 50 contracts, the period of validity of the tender shall be specified in the contract documents.

As amended by Article 22 LAW 4441/2016 with effect on 6/12/2016
See the evolution of the paragraph

4. In the procedures for concluding a public procurement contract and the provision of general services, the offers are valid and binding on the economic operators for a period specified in the contract documents and may not exceed twelve (12) months from the day following the award procedure. The extension of the validity of the offer may take place for a maximum period of time equal to the initial period of validity of the offer provided by the contract documents. After the expiration of the above time limit for the extension of the tender, the results of the award procedure shall be annulled, unless the contracting authority considers, on a case-by-case basis, that the continuation of the procedure is in the public interest, so the economic operators participating in the process can choose either to extend their bid, if they are asked before the above limit for the extension of their bid or not. In the latter case, the procedure is continued with those who extended their tenders and the other economic operators are excluded. It is in the public interest to ask the economic operators involved in the process a posteriori whether to extend their offer or not.

As amended by Par.3 Article 33 LAW 4608/2019 with effect on 25/4/2019
See the evolution of the paragraph

SECTION 9
STAGES OF PROCEDURE
1. The steps in the open procedure for the award of public works contracts, when such procedures are not carried out electronically, are as follows:

a) In the open procedure the deadline for submission of tenders, as defined in the contract documents, is in any case Tuesday or Thursday at 10:00 am. On the same day and after the end of the above hour, the opening of tenders. If, for reasons of force majeure, the unsealing is not carried out on the appointed day or if no tender has been submitted by that day, the unsealing and the closing date are respectively postponed to any other day, by decision of the contracting authority. This decision is notified in writing, at least five (5) working days before the new date, to all economic operators who received the contract documents, and is posted, if necessary, to the EUSR, KIMDIS and the website of the contracting authority, if available. If on this new date it is not possible to open the tenders or no tenders are submitted, a new date may be set, otherwise applying the provisions of the previous two paragraphs. In the event that on this new date it is not possible to unseal the tenders or no tenders are submitted, a new public procurement procedure is carried out for the project in question with the re-observance of all the publicity formalities provided for in the provisions hereof (re-tendering). By decision of the Minister of Infrastructure, Transport and Networks, which takes effect one (1) month after its publication in the Government Gazette, may,

(b) The tenders received shall be recorded in the order in which they are lodged in the relevant minutes of the competent advisory body, which shall specify the order of attendance, the name of the economic operator, its class and category, the authorized representative, and the fulfillment of other formalities. conditions required by the contract documents. All files are numbered with their registration serial number, as recorded in the minutes and are initialed by the members of the above body.

c) If the award criterion is the most economically advantageous tender based on price only, immediately after the above completion of the receipt of tenders and registration of supporting documents, the financial tenders are opened and the announcement of their individual details, the which are also recorded in the same minutes as above. Next, if the contracting authority applies Article 101 (1):

(aa) Where application (a) of paragraph 2 of Article 95 applies, the competent advisory body shall check the smoothness of the financial offers by calculating the total amount of the financial offer formed after the deduction from each working
account the contingency fund of case a` of par. 3 of article 156, the average percentage increase (EM) of the respective bidder results. Exceptionally, if the deviations of the discount rates upwards or downwards do not exceed 0, 10 (1 Em) and concern a group or groups of works whose cumulative value in the budget of the service does not exceed five percent (5%) the financial offer is normalized by increasing to the threshold of normality defined in case a` of par. 2 of Article 95, of all the discount rates remaining from it and the contract is considered drawn up with these rates and the corresponding amounts, as corrected by the competent advisory body. The individual percentages that are greater than the maximum normality, defined in case a` of par. 2 of article 95, are not subject to correction and do not change in the contract under preparation. all discount rates remaining out of it and the contract is deemed to have been drawn up with these rates and the corresponding amounts, as corrected by the competent advisory body. The individual percentages that are greater than the maximum normality, defined in case a` of par. 2 of article 95, are not subject to correction and do not change in the contract under preparation.

bb) Where indent (b) of paragraph 2 of Article 95 applies, if there is a discrepancy between the numerical values of the completed budget form of the financial offer and the prices of the invoice, the completed budget form shall be corrected on the basis of the holographic values of the completed invoice. of the financial destination. Also, errors are corrected in the products and the sums of the completed budget form of the financial offer, which is valid as corrected.

Then, in cases ca` and cb`, the supporting documents are checked on the same day in the order of the bidding, starting from the first bidder. If this check cannot be completed on the same day, due to the large number of bids and the check of letters of guarantee, at least the first ten (10) bids in a row are checked. In this case, the procedure continues in the following working days, unless there is a good reason for postponing it to a day and time that is notified in writing to the bidders, announced by posting on the bulletin board of the service and posted on the website of the contracting authority, if available.

If the contracting authority does not apply paragraph 1 of Article 100, the supporting documents shall be checked on the same day in the order in which the
documents of at least the first ten (10) in the order of their deposit are checked. In this case, the procedure continues in the following working days, unless there is a good reason for postponing it to a day and time that is notified in writing to the bidders, announced by posting on the bulletin board of the service and posted on the website of the contracting authority, if available.

cc) In the case of application of article 50, the competent advisory body, after checking the supporting documents and financial offers, checks, based on the order of bidding, for the first five (5), the validity and agreement of the studies submitted based on the defined in the contract documents and in particular in the "Regulations of Project Studies", ascertaining the conformity or not of the studies in them (conformity table), without scoring and records the result in the same minutes as above.

d) In all the above cases, the competent advisory body, before the completion of the drafting and issuance of the above minutes, communicates with the issuers listed in the submitted letters of guarantee, in order to verify their validity according to the provisions of article 72.

e) The procedure of this paragraph shall be recorded in the minutes of the competent advisory body or in its annex signed by the chairman and its members. The competent advisory body completes the preparation and issuance of the relevant minutes with the result of the procedure, by which it proposes the award of the contract based on the award criteria as defined in the contract documents, and submits it to the contracting authority, which approves the result. without prejudice to the provisions of Article 106.

f) Against the decision approving the result of the procedure there is an objection, according to article 127 for contracts with an estimated value up to sixty thousand (60,000) euros (before VAT) or the preliminary appeal, according to article 360 for contracts with estimated value higher of sixty thousand (60,000) euros (before VAT).

g) In any case where the award criterion is the most economically advantageous tender based on the best value for money, the opening of the Supporting Documents and the Technical Tenders file is carried out first at a stage, and then, at a separate stage, the opening of the financial offers.

2. The above provisions of paragraph 1 shall apply mutatis mutandis to the second stage of the restricted procedure, to the competitive negotiated procedure,
The contracting authority shall indicate in the contract documents how the applications for participation in the first stage of the restricted procedure will be unsealed and evaluated.

4. The above defined in paragraphs 1 and 2 are adapted for the procedures of awarding public works contracts that are carried out electronically, in accordance with articles 22 and 36, with the decision of par. 4 of article 36.

**Article 99**

**Unsealing and evaluation of tenders and applications for participation in public procurement, studies, technical and other related scientific services**

1. The individual steps in the open procedure or in the closed procedure, as the case may be, for the conclusion of public contracts for studies, technical and other related scientific services, when these procedures are not carried out electronically, are as follows:

   a) The competent advisory body, on the day and time specified by the contract documents, seals the main files and the files of the supporting documents.

   The tenders received shall be recorded in order of deposit in the relevant minutes of the competent advisory body, which shall specify in particular the order of attendance, the name of the economic operator, its class and category, the authorized representative, as well as the fulfillment of other formal conditions require the contract documents. All files are numbered with their registration serial number, as recorded in the minutes and are initialed by the members of the above body.

   In the case of a restricted procedure, the most suitable participants in the number provided in the contract documents are selected, based on the quality selection criteria. The relevant minutes of the competent advisory body shall be completed by the above selection, and shall be submitted to the contracting authority, which shall approve it. There is an objection to the approval decision, according to article 127 for contracts with an estimated value of up to sixty thousand (60,000) euros (before VAT) or the preliminary appeal, according to article 360 for contracts with an estimated value of more than sixty thousand (60,000) euros (before VAT).

   b) Then:
financial offers of the participants and registers their content in a relevant minutes. The submitted financial offer by study category is rejected if the quantities of the physical object of the offer do not correspond to the object of the study, as it results from the data of case k` of par. 2 of article 53.

The competent advisory body recommends that the contract be awarded to the successful tenderer.

The relevant minutes shall be submitted to the contracting authority, which shall approve it. There is an objection to the approval decision, according to article 127 for contracts with an estimated value of up to sixty thousand (60,000) euros (before VAT or pre-trial appeal, according to article 360 for contracts with an estimated value of more than sixty thousand (60,000) euros (before VAT).

bb) If the award criterion is the most economically advantageous tender based on the best value for money:

aaa) in the case of an open procedure, the competent advisory body shall open in a public meeting the files of the technical offers of the participants who meet the conditions for participation. The remaining dossiers remain sealed and kept by the competent advisory body. The control of the technical offers and their grading, with the application of the award criteria, is carried out in closed meetings of the competent advisory body. The minutes of this body are completed with the rating of the technical offers and the relevant verbal reasoning, and are submitted to the contracting authority. Technical tenders shall be deemed eligible if the individual scores of the award criteria are above the corresponding thresholds set out in the contract documents.

(bb) in the case of a restricted procedure, the contracting authority shall invite, by way of proof of objections or appeals and finalization of the pre-selection stage, the tenderers selected to submit, within the prescribed period, their technical and financial tender other information requested from the contract documents and the procedure of sub-case aaa` is followed. In sub-cases aaa` and bbb` the relevant minutes of the control and grading of the technical tenders are approved by the contracting authority. Against the decision approving the minutes, there is an objection, according to article 127 for contracts with an estimated value of up to sixty thousand (60,000) euros (before VAT) or the preliminary appeal, according to article 360 for contracts with an estimated value of more than sixty thousand (60,000) euros (before VAT). In case of application of article 51, with the minutes of
In case the award criterion has been defined as the most economically advantageous tender based on the best value for money, after the finalization of the rating of the technical offers, both in the open and in the closed procedure, on a date and time notified in writing to the participants five (5) days ago, the financial offers are unsealed and their content is recorded in the relevant minutes. The submitted financial offer by study category is rejected if the quantities of the physical object of the offer do not correspond to the object of the study, as it results from the data of case k` of par. 2 of article 53. The competent advisory body recommends the award of the contract award criteria as set out in the contract documents. The relevant minutes shall be submitted to the contracting authority, which shall approve it. Against the approval decision there is an objection, according to article 127 for contracts with an estimated value of up to sixty thousand (60,000) euros (before VAT) or the preliminary appeal, according to article 360 for contracts with an estimated value of more than sixty thousand (60,000) euros (before VAT).

As amended by Article 22 LAW 4441/2016 with effect on 6/12/2016

See the evolution of the paragraph

2. The above defined in paragraph 1 shall apply mutatis mutandis to the competitive negotiated procedure, the competitive dialogue and the innovation partnership for the award of a public contract for the design, provision of technical and other related scientific services.

3. The above defined in paragraph 1 are adapted for the procedures of concluding public contracts of studies, provision of technical and other related scientific services that are carried out electronically, in accordance with articles 22 and 36, with the decision of par. 4 of article 36.

Article 100

Unsealing and evaluating tenders and requests to participate in the procedures for concluding public procurement contracts and provision of general services

1. The competent body shall initiate the tendering procedure on the date and time specified in the contract documents or in the invitation to tender. The unsealing shall be carried out in public, in the presence of the tenderers / participants or their legally authorized representatives, who shall become aware of the other participants in the process and of the information submitted by them, as specified in
The individual stages in the open procedure or in the second stage of the closed procedure, when such procedures are not performed electronically, are as follows:

a) The main tender dossier, the dossier of the supporting documents for participation in the open procedure, as well as the technical tender dossier, if it is foreseen to be submitted in the contract documents, are initialed and all the supporting documents submitted during the tender are initialed and sealed. This stage and the technical offer, per sheet. The competent body registers the bidders, as well as the submitted supporting documents and the results of their control in a report, which is signed by the members of the body. The envelopes of the financial offers are not unsealed, but are initialed and sealed by the above body and placed in a new envelope which is also sealed and signed by the same body and kept.

b) The competent body then evaluates the technical offer, according to the terms of the contract documents and prepares a report for the rejection of the technical offers that are not accepted and the acceptance and / or grading of the technical offers based on the award criterion of the contract documents.

c) The above sealed envelopes with the financial data of the tenders, after the completion of the evaluation of the other elements of the tenders, are unsealed at the date and time specified by the contract documents or the special invitation and a relevant price announcement follows. For those bids that were not considered acceptable during the previous steps a` and b` the financial bid files are not unsealed, but returned.

3. The individual stages in the first stage of the restricted procedure, the competitive negotiated procedure, the competitive dialogue and the innovation partnership are as follows:

a) The unsealing of the file with the applications and the supporting documents takes place on the day and time specified in the contract documents. After the opening of the dossier of participation documents, the competent body proceeds with the registration of the candidates, the verification of the supporting documents submitted, as well as the evaluation of the applications of the candidates, based on the pre-selection criteria defined in the contract documents. The contracting authority then invites the shortlisted bidders.

b) The opening of tenders and the subsequent procedural steps shall be carried out in accordance with paragraph 2.
The results of each stage are validated by a decision of the decision-making body of the contracting authority, which is diligently notified to the bidders or participants together with a copy of the minutes of the process of control and evaluation of the bids of the respective stage.

Specifically, for contracts with an estimated value of up to sixty thousand (60,000) euros, plus VAT, which are not carried out by electronic means, a decision is issued, according to the above, regardless of the award criteria.

For the contracts that are carried out electronically with the criterion of awarding the most economically advantageous tender, only on the basis of price regardless of amount and regardless of procedure, the dossiers of supporting documents, technical and financial offer of all bidders for all stages are opened and a decision is issued, which validate the results: a) all the stages of paragraph 2 in the case of open procedure and b) the second stage, ie the submission of tenders, in the case of restricted procedure and competitive negotiated procedure.

Against the above decisions, there is an objection, according to article 127 for contracts with an estimated value of up to sixty thousand (60,000) euros, before VAT, or, according to article 360, a preliminary appeal for contracts with an estimated value of more than sixty thousand (60,000) euros, before VAT.

Also for the contracts with the award criterion the most economically advantageous tender, based on the cost or the best value for money and regardless of the amount and procedure, when a tender has been submitted from the beginning, a decision is issued, which validates the results: a) all the stages of paragraph 2 in the case of an open procedure and (b) of the second stage, namely the submission of tenders, in the case of a closed procedure and a competitive negotiated procedure.

As amended by Par.4 Article 33 LAW 4608/2019 with effect on 25/4/2019
See the evolution of the paragraph

5. In all the procedures during the opening, instead of the monograph placed by the competent body on the requests for participation and the offers, a mechanical means (perforation) can be used, with which the date and the time of opening will be recorded.

6. The above defined in paragraphs 1 to 3 are adapted for the procedures of concluding public procurement contracts and provision of general services that are carried out electronically, in accordance with articles 22 and 36, with the decision of par. 5 of article 36.
Especially in the procedures carried out through a Dynamic Purchasing System, the applications of the economic operators for their registration in the system are submitted electronically, without following the process of electronic unsealing.

As amended by Par.10 Article 43 LAW 4605/2019 with effect on 1/4/2019
See the evolution of the paragraph

Article 101
Reversal of evaluation stages in the open procedure (article 56 par. 2 of Directive 2014/24 / EU)

1. In open procedures, contracting authorities may decide to examine tenders before verifying non-assistance for reasons of exclusion and meeting the selection criteria, in accordance with Articles 73 to 83. When making use of this possibility, they shall ensure that control non-compliance with the grounds for exclusion and fulfillment of the selection criteria shall be carried out in a non-discriminatory and transparent manner so as not to award a contract to tenderers who should have been excluded in accordance with Articles 73 and 74 or do not meet the selection criteria set by the contracting authority.

2. The use of the procedure of the previous paragraph is not allowed:

(a) in public procurement procedures, unless the award criterion is the most economically advantageous tender based on price only;

(b) in the procedures for the award of public contracts for studies, technical and other related scientific services, unless the award criterion is the most economically advantageous tender on the basis of price only; and

(c) procedures for the award of public supply contracts or the provision of general services.

As amended by Par.11 Article 43 LAW 4605/2019 with effect on 1/4/2019
See the evolution of the paragraph

Article 102
Completion and clarification of information and supporting documents (article 56 par. 3 of Directive 2014/24 / EU)

1. In the process of evaluating tenders or requests to participate, the contracting authority may invite tenderers or tenderers in writing to clarify or supplement the documents or supporting documents they have submitted, within a reasonable time, which may not be less than seven (7) days from the date of notification to them of the relevant invitation. Any clarification or supplement submitted by tenderers or
The above clarification or completion relates only to ambiguities, insignificant defects or obvious standard errors that can be corrected or supplemented, in particular omission of monographs, intermittent numbering, packaging and marking defects of the dossier and sub-envelopes deviations of the tender documents from the terminology of the contract documents, which do not have legal consequences in terms of their content, deficiencies in terms of legal elements, incorrect marking of copies issued, in accordance with the provisions of article 1 of law 4250/2014 (A’74), translations and other certificates or attestations, differentiation of the structure of the tender documents from the models, obligatory or not, established by law, regulatory acts or the contract documents. The completion or clarification, in the first subparagraph, may not result in the subsequent replacement or submission of documents in accordance with the terms of the declaration, but only the clarification or completion, even with new documents, documents or supporting documents that have already been submitted.

3. Clarification or supplementation should not discriminate, unequal treatment of economic operators or result in favorable treatment of a particular economic operator in the public procurement process.

4. The contracting authority may request in writing the bidders to clarify, within a reasonable time which may not be less than seven (7) days from the date of notification of the relevant invitation, the content of the technical or financial bid they have submitted, if it contains ambiguities or minor imperfections, insignificant omissions or obvious formal or computational errors that the contracting authority deems appropriate can be remedied. This clarification should not result in a substantial alteration of the offer and should not give an unfair competitive advantage to this offer over the others.

5. The possibility of clarifications to the tenderer or candidate, in accordance with paragraphs 1 to 4, is mandatory for the contracting authority, if it is imminent to be excluded from the procedure, due to ambiguities in the supporting documents and documents of the tender.

**Article 103**

**Invitation for submission of supporting documents**

In addition to the provisions of paragraphs 3 and 4 of Article 79 and Article 93, the following shall apply:
After the evaluation of the bids, the contracting authority notifies in writing the bidder, to whom the award is to be made (“temporary contractor”), to submit within ten (10) days from the notification of the relevant written notice to him, the evidence legalization documents and the originals or copies issued, in accordance with the provisions of article 1 of law 4250/2014 (AD 74) of all the supporting documents of article 80, as defined in particular in the contract documents, as evidence of non-assistance the reasons for exclusion of Articles 73 and 74, as well as for the fulfillment of the quality selection criteria of Articles 75 to 78. The supporting documents are submitted to the contracting authority in a sealed envelope, which is delivered to the competent evaluation body.

2. If the above supporting documents are not submitted or there are deficiencies in those submitted and the temporary contractor submits within the deadline of paragraph 1 a request to the competent evaluation body for the extension of the submission deadline, which is accompanied by supporting documents proving that he has The contracting authority shall extend the deadline for the submission of supporting documents for as long as is required for the submission of supporting documents by the competent authorities. This applies mutatis mutandis in cases where the contracting authority requests the submission of supporting documents during the evaluation process. tenders or requests to participate before the award stage, pursuant to Article 79 (5) (a),respecting the principles of equal treatment and transparency.

3. If, during the verification of the above supporting documents, it is found that the information declared in accordance with Article 79 is false or inaccurate, the offer of the temporary contractor shall be rejected and, without prejudice to Article 104, his participation guarantee shall be forfeited to the contracting authority submitted in accordance with Article 72, provided that it has been submitted and the award is made to the tenderer who submitted the next most economically advantageous tender on the basis of the specific award criteria set out in the contract documents, without taking into account his tender. rejected bidder. If none of the bidders has submitted a true or accurate statement the award process is canceled.

4. If the provisional contractor does not submit the required originals or copies of the above supporting documents within the prescribed period, the offer of the provisional contractor shall be rejected and the participation guarantee submitted in accordance with Article 72 shall be forfeited in favor of the contracting authority. , and the award is made to the tenderer who submitted the next most economically advantageous tender on the basis of the more specific award criteria as set out in the contract documents, without taking into account the rejected tenderer's tender.
If the above supporting documents submitted legally and on time do not prove non-compliance with the grounds for exclusion of Articles 73 and 74 or the fulfillment of one or more of the requirements of the quality selection criteria, in accordance with paragraph 1 and Articles 75, 76 and 77, the offer of the provisional contractor shall be rejected and, without prejudice to Article 104, the contract shall be forfeited to the contracting authority, provided that it has been The award is made to the tenderer who submitted the next most economically advantageous tender on the basis of the specific award criteria as set out in the contract documents, without taking into account the rejected tenderer's tender.

6. The process of checking the above supporting documents shall be completed by drawing up a report, which shall indicate the completion of any supporting documents as provided in paragraph 2, and the transmission of the file to the decision-making body of the contracting authority for decision or cancellation of the procedure. paragraphs 3, 4 or 5 or award of the contract. The results of the control of the above supporting documents are validated with the award decision of article 105.

7. Those who have not been permanently excluded shall take note of the above supporting documents submitted, as defined in the contract documents and the provisions of this.

As amended by Par.12 Article 43 LAW 4605/2019 with effect on 1/4/2019
See the evolution of the article

Article 104
Subscription time of participation Subsidiary changes

1. The right to participate and the terms and conditions of participation as defined in the contract documents, are judged when submitting the request for expression of interest or offer, when submitting the supporting documents of Article 80, and when concluding the contract in the cases of Article 116.

As amended by Par.24 Article 107 LAW 4497/2017 with effect on 13/11/2017
See the evolution of the paragraph

2. If there are changes in the conditions which the tenderers / candidates had declared that they met, in accordance with Article 79, which occurred or which the tenderer / tenderer became aware of after the declaration and until the day of the written notice of submission of the supporting documents, the tenderers /
Article 105
Award contract

1. The award decision must state the deadlines for the suspension of the contract, in accordance with Articles 127 and 360 et seq. In public procurement or general service procurement procedures, the competent advisory body, with a reasoned recommendation, may propose that the contract be awarded in whole or in part or in full at a rate specified in the contract documents. This percentage can not exceed 30% for tenders with a budgeted value of up to 100,000 euros including VAT. and 15% for tenders with a budgeted value of 100,001 euros and above, including VAT. in case of larger quantity or 50% in case of smaller quantity.

As amended by Par.13 Article 43 LAW 4605/2019 with effect on 1/4/2019
See the evolution of the paragraph

2. The contracting authority shall promptly notify the award decision, together with a copy of all minutes of the tendering and evaluation process, to any tenderer who has not been definitively excluded other than the temporary contractor by any appropriate means, such as fax, e-mail and .etc., on proof.

As amended by Par.13 Article 43 LAW 4605/2019 with effect on 1/4/2019
See the evolution of the paragraph

3. The award decision shall not take effect if the contracting authority has not notified it to all tenderers who have not been definitively excluded. The legal effects of the award decision and in particular, the conclusion of the contract occur if and when the following are cumulative:

a) in contracts with an estimated value of more than sixty thousand (60,000) euros, the deadline for filing a preliminary appeal has elapsed without action or in case of exercise, the deadline for filing a request for suspension against the
temporary order, in accordance with the provisions of the last paragraph of paragraph 4 of Article 372 and

bb) in contracts with an estimated value of up to sixty thousand (60,000) euros, the deadline for filing an objection referred to in Article 127 has elapsed without action and in case of exercise, the issuance of a decision on it or the expiration of the deadline for the first subparagraph of paragraph 12 of Article 127,

b) the pre-contractual audit by the Court of Auditors is successfully completed, in accordance with articles 35 and 36 of law 4129/2013, if required and

(c) the award decision shall be notified to the temporary contractor if the latter submits, following a relevant invitation, a solemn declaration, signed in accordance with Article 79a, stating that no personal changes within the meaning of the contract have taken place. Article 104 and only in the case of pre-contractual review or pre-litigation against the award decision. The responsible statement is checked by the competent advisory body, which draws up a report accompanying the contract.

As amended by Par.13 Article 43 LAW 4605/2019 with effect on 1/4/2019
See the evolution of the paragraph

4. Following the legal effects of the award decision, the contracting authority invites the contractor to come for the signing of the contract, setting a deadline that can not exceed twenty (20) days from the notification of a relevant written special invitation.

As amended by Par.27 Article 107 LAW 4497/2017 with effect on 13/11/2017
See the evolution of the paragraph

5. The signing of the contract has a probative character. If the contractor fails to sign the contract, within the deadline set in the special challenge, his participation guarantee is forfeited, his participation guarantee is forfeited and the procedure of Article 103 is followed for the bidder who submitted the next most advantageous financial offer view. If none of the bidders arrives to sign the contract, the award procedure shall be canceled, in accordance with indent b) of paragraph 1 of Article 106.

As amended by Par.13 Article 43 LAW 4605/2019 with effect on 1/4/2019
See the evolution of the paragraph

Article 106
Cancel process
The contracting authority with a special reasoned decision, after the opinion of the competent body, cancels the procedure for concluding a public contract:

(a) if the procedure has been fruitless either due to non-submission of a tender or due to rejection of all tenders or requests or exclusion of all tenderers or participants, in accordance with the provisions of this book and the contract documents; or

(b) in the case of the last subparagraph of Article 105 (5);

2. Termination of the public procurement procedure may take place by a specially reasoned decision of the contracting authority, after the opinion of the competent body, in the following cases:

(a) due to irregular conduct of the award procedure;

(b) if the financial and technical parameters related to the award procedure have changed substantially and the performance of the contractual object is no longer of interest to the contracting authority or the body for which the contracted object is intended;

c) if due to force majeure, the contract can not be properly executed,

(d) if the selected tender is considered to be financially unprofitable;

(e) in the case of Article 97 (4);

(f) for other overriding reasons in the public interest such as in particular public health or environmental protection.

3. If errors or omissions are found at any stage of the award procedure, the contracting authority may, in the opinion of the competent body, partially cancel the procedure or reformulate the result accordingly or decide to repeat it from the point where the contract was initiated. error or omission.

4. Where the reasons for the cancellation of the procedure referred to in paragraphs 1 and 2 are met, the contracting authority shall cancel the public procurement procedure for the whole subject of the contract or, if these grounds are linked to a part of the contract, for that section, if such tenders are permitted.

5. The contracting authority shall also reserve the right, following the opinion of the competent body, to decide, in parallel with the termination of the conclusion procedure, and the repetition of any stage of the conclusion procedure, whether or
Especially for the case d´ of paragraph 2 for the cancellation of the procedure for awarding a public works contract, the opinion of the Technical Council of the Ministry to which it belongs or which is supervised by the contracting authority or the technical council of the relevant region is required, when in the relevant There is no technical council of the Ministry and when the contracting authorities are local self-government organizations of A` and B` degree or associations or legal entities of these organizations.

7. In the case of public works contracts and in case of application of Article 50 and cancellation of the procedure, pursuant to this Article, the contracting authority may acquire the studies of the technical solutions that it deems satisfactory and proceed with a new project award procedure based on the studies of them. This possibility must be mentioned in the contract documents during the initial procedure.

TMHMA IV
SPECIAL CONTRACT SCHEMES
SECTION 1
SOCIAL AND OTHER SPECIAL SERVICES

Article 107
Award of contracts for social and other special services (Articles 74 and 76 (1) of Directive 2014/24 / EU)

1. The public contracts above the limits, for social and other special services, mentioned in Annex XIV of Appendix A`, are awarded, according to par. 3, articles 108, 109, 109 A and 110, as well as the more specific provisions that define the applicable procedural rules and are provided for in the contract documents.

As amended by Par.14 Article 43 LAW 4605/2019 with effect on 1/4/2019
See the evolution of the paragraph

2. The public procurement below the thresholds for social and other special services referred to in Annex XIV of Appendix A shall be awarded in accordance with Article 122 (3), Articles 109, 109a and 110, as well as the specific provisions laying down the applicable procedural rules and provided for in the contract documents.

As amended by Par.14 Article 43 LAW 4605/2019 with effect on 1/4/2019
See the evolution of the paragraph
in paragraphs 1 and 2 must allow the competent authorities to take into account the specific characteristics of the services concerned.

**Article 108**

**Publication of notices and notifications** *(Article 75 of Directive 2014/24 / EU)*

1. Contracting authorities which intend to award a public contract for the services referred to in Article 107 shall notify their intention in any of the following ways:

   (a) by means of a contract notice containing the information referred to in Part H of Annex V to Appendix A in accordance with the standard forms referred to in Article 65

   (b) by means of a preliminary notice, which shall remain published on an ongoing basis and shall include the information set out in Part I of Annex V to Appendix A. The preliminary notice shall specify the types of services that will be the subject of the contracts to be awarded. It states that the contracts will be awarded without further publication and calls on interested economic operators to express their interest in writing.

   The first subparagraph shall not apply in the event that a negotiated procedure could have been used in accordance with the provisions of Article 32 without prior publication for the award of a public service contract.

2. Contracting authorities which have awarded a public contract for the services referred to in Article 107 shall communicate the results of the contract award procedure by means of a contract award which contains the information referred to in Part I of Annex V to Appendix A, in accordance with the standard forms referred to in Article 65. They may, however, collect such notifications on a quarterly basis. In this case, they send the notifications they collect no later than thirty (30) days after the end of each quarter.

3. The notices and notifications referred to in this Article shall be published in accordance with Article 65.

**Article 109**

**Principles of contract award** *(article 76 par. 2 of Directive 2014/24 / EU)*
Contracting authorities may take into account the need to ensure quality, continuity, accessibility, affordability, availability and completeness of services, the special needs of different categories of users, including disadvantaged and vulnerable groups, participation and user empowerment and innovation. Contracting authorities may also provide that the service provider be selected on the basis of the best value for money offer, taking into account the quality and sustainability criteria for social services.

**Article 109a**

**Award procedure**

As added with Par.15 Article 43 LAW 4605/2019 with effect on 1/4/2019

See the evolution of the article

1. Contracts with an estimated value of up to sixty thousand (60,000) euros are awarded in accordance with paragraphs 1 to 4 of Article 118. Contracts over the amount of sixty thousand (60,000) euros are awarded by one of the procedures provided in Article 26 of this.

As added with Par.15 Article 43 LAW 4605/2019 with effect on 1/4/2019

See the evolution of the paragraph

2. In particular, for contracts of the second subparagraph of the previous paragraph the following shall apply:

a) For contracts with an estimated value below the limit of case d) of article 5, the minimum deadline for receipt of bids in open procedures is ten (10) days from the date of publication of the announcement in KIMDIS. In the closed procedure, in the competitive negotiated process, in the competitive dialogue and in the innovation partnership, the minimum deadline for receipt of applications for participation is eight (8) days from the date of publication of the contract notice in KIMDIS. In the closed procedure and in the competitive process with negotiation, the minimum deadline for receipt of the bids of the economic operators that have been pre-selected for the submission of bids is eight (8) days from the date of sending the call for bids to the pre-bidders.

bb) For contracts with an estimated value above the limit of indent d) of article 5, the minimum deadline for receipt of tenders in open procedures is fifteen (15) days from the date of dispatch to the Publications Office of the Union of the contract notice or if as an instrument The preliminary notice from the date of dispatch of the invitation for confirmation of interest is sent from the date of dispatch to the Publications Office of the Union. In the restricted process, in the competitive negotiated process, In the competitive dialogue and innovation partnership, the minimum deadline for receipt of applications is eight (8) days from the date of
confirmation of interest. In the closed procedure and in the competitive process with
negotiation, the minimum deadline for receipt of the bids of the economic operators
that have been pre-selected for the submission of bids is eight (8) days from the
date of sending the call for bids to the pre-bidders. In exceptional cases and if there
are urgent reasons for the assignment,

(b) The grounds for exclusion referred to in paragraphs 1 and 2 of Article 73 shall
apply mutatis mutandis to the terms and conditions laid down in Article 73.

(c) The selection criteria are set out in the contract documents and may include
those set out in Article 75, subject to the terms and conditions set out therein.

d) Articles 79, 79A and 80 hereof shall apply mutatis mutandis to the proof of cases
bd and cd.

e) The Contracting Authorities are obliged to use the Ε.Σ.Η.Δ.Η.Σ., according to
article 36 of the present.

f) For the guarantees, the provisions of article 72 of the present apply.

As added with Par.15 Article 43 LAW 4605/2019 with effect on 1/4/2019
See the evolution of the paragraph

3. Contracts of more than one thousand (1,000) euros are posted on KIMDIS.

As added with Par.15 Article 43 LAW 4605/2019 with effect on 1/4/2019
See the evolution of the paragraph

Article 110

Exclusive contracts for certain services (Article 77 of Directive 2014/24 / EU)

1. Contracting authorities may exclusively grant the right to participate in public
procurement procedures to the health, social and cultural services referred to in
Article 107 covered by CPV codes 75121000-0, 75122000-7, 75123000-4,
79622000-0, 79624000-4, 79625000-1, 80110000-8, 80300000-7, 80420000-4,
80430000-7, 80511000-9, 80520000-5, 80590000-6, from 85000000-9 to
85323000-9, 92500000-6, 92600000 -7, 98133000-4, 98133110-8 in Social
Cooperative Enterprises that are registered in the Register of Social
Entrepreneurship of paragraph 1 of article 14 of law 4019/2011 (Α’ 216) and have
as main purpose, by virtue of their articles of association, the occupational and
social integration of persons with disabilities or persons with disabilities,
have as their object the pursuit of a public service mission referred to in paragraph 1;

b) the profits are reinvested in order to achieve the ownership goal of the Social Cooperative Enterprise of paragraph 1. In the case of distribution or redistribution of profits, this should be done under conditions of participation;

(c) the management or ownership structures of the Social Cooperative Enterprise referred to in paragraph 1 which performs the contract are based on the ownership of employees or participation principles or require the active participation of employees, users or stakeholders; and

d) the Social Cooperative Enterprise of paragraph 1 has not been awarded a contract for the services in question by the specific contracting authority, in accordance with this article during the last three years.

3. The maximum duration of the contract does not exceed three years.

4. The selection of contractors from the undertakings referred to in paragraph 1 shall be made on the basis of a relevant invitation to tender addressed to all of them and referred to in this Article.

5. A presidential decree issued on the proposal of the Ministers of Interior and Administrative Reconstruction, Economy, Development and Tourism, Labor, Social Security and Social Solidarity and Finance shall determine:

(a) the minimum percentage of exclusively awarded contracts and the method of calculation;

b) the types of exclusively awarded contracts referred to in paragraph 1;

c) the more specific conditions for the award of the contracts of this article, especially in cases of existence of more offers from companies of par. 2;

(d) any other relevant matter for the application of this Article.

6. Until the issuance of the presidential decree provided for in par. 5, the provisions of paragraphs 1 to 4 shall apply.

As added by Article 22 LAW 4441/2016 with effect on 6/12/2016
See the evolution of the paragraph
Article 111
Scope (Article 78 of Directive 2014/24 / EU)

The provisions of Articles 112 to 115 shall apply:

(a) design contests organized under a public service contract

b) in design competitions with awarding of prizes or payment of monetary amounts to the participants.

In indent (a), the threshold referred to in Article 5 shall be calculated on the basis of the estimated value, excluding VAT, of the public service contract, including any prizes or sums of money for participants.

In subparagraph (b), the threshold shall be the total amount of the prizes awarded and the sums paid, including the estimated value, excluding VAT, of the public service contract which may be awarded later pursuant to Article 32 (5) if the contracting entity authority has announced in the design notice that it intends to award such a contract.

For the implementation of case bd, by decision of the Minister of Environment and Energy, the studies of special social, architectural, urban and environmental importance for which an architectural tender is conducted are specified and the details concerning the procedure for announcing and conducting the tender are determined.

As amended by Par.16 Article 43 LAW 4605/2019 with effect on 1/4/2019
See the evolution of the article

Article 112
Notices and notifications (Article 79 of Directive 2014/24 / EU)

1. Contracting authorities intending to organize a design contest shall notify their intention by means of a design contest notice.

If they intend to award a subsequent service contract pursuant to Article 32 (5), they shall indicate their intention to call for a design contest.

2. Contracting authorities which have organized a design contest shall notify the results of the tender in accordance with Article 65 and shall be able to prove the date of submission.
If this notification may:

(a) impede the application of existing legislation; or

(b) be contrary to the public interest; or

(c) harm the legitimate commercial interests of a particular public or private enterprise; or

(d) to undermine fair competition between service providers; information on the results of the design contest may not be published.

3. The notices and notices referred to in paragraphs 1 and 2 shall be published in accordance with paragraphs 2 to 6 of Article 65 and Article 66. For design contests exceeding the limits, the notices and notices referred to in paragraphs 1 and 2 include the information provided for in Parts E’ and F’ respectively of Annex V of Appendix A’, in the form of standard forms.

4. Article 122 shall apply to design contests below the thresholds, instead of paragraphs 1 to 3.

Article 113
Rules concerning the organization of design contests and the selection of participants (Article 80 of Directive 2014/24 / EU)

1. For the organization of design contests, contracting authorities shall apply procedures adapted to the provisions of Articles 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 20, 21, 22, 23, 24, 37, 111, 112, 113, 114 and 115.

2. The right to participate in design contests is not limited to:

(a) in the territory or part of the territory;

(b) by the fact that the participants should be, under current legislation, either natural or legal persons.

3. If a design contest limits the number of participants, contracting authorities shall establish clear and non-discriminatory selection criteria. In any case, the number of candidates invited must be sufficient to ensure real competition.

Article 114
Composition of the jury (Article 81 of Directive 2014/24 / EU)
The jury consists exclusively of individuals regardless of the participants in the design competition. When entrants are required to have a specific professional qualification, at least one third of the members of the jury have that qualification or other equivalent qualification.

Article 115
Decisions of the jury (Article 82 of Directive 2014/24 / EU)

1. The jury shall be bound by its decisions or opinions.

2. The jury examines the studies and designs submitted by the candidates anonymously and based solely on the criteria indicated in the design competition notice.

3. The jury shall record in a report signed by its members the classification of the studies it concludes, according to the characteristics of each project, as well as its observations and any point that may need clarification.

4. Anonymity is maintained until the opinion or decision of the jury.

5. Candidates may be invited to answer questions entered in the minutes by the jury to clarify any elements of the works.

6. Minutes of the dialogue between the members of the jury and the candidates shall be drawn up.

SECTION 3
PUBLIC PROCUREMENTS LOW

Article 116
Selection of procedures

1. For public procurement below the threshold, contracting authorities may use, in addition to the procedures provided for in Article 26, the direct award and award procedures in accordance with Articles 117 and 118 and the Article 303 pre-selection system, as applicable. The monetary ceilings of articles 117 and 118 may be adjusted by a joint decision of the Ministers of Finance and the Minister in charge.

2. Procurement procedures below the threshold shall not require the consent of the Authority.

Article 117
Concise competition
Recourse to the summary tender procedure is allowed when the estimated value of the contract is equal to or less than the amount of sixty thousand (60,000) euros, excluding VAT.

2. For the conduct of a summary tender, the contracting authority shall publish a notice, in accordance with Article 66. In addition, it may additionally invite specific economic operators, at least three (3) if so many are active in the relevant market.

As amended by Par.3 Article 47 LAW 4472/2017 with effect on 19/5/2017
See the evolution of the paragraph

3. The offers of the economic operators are submitted in writing. The submission of only one bid is not an obstacle for the continuation of the tender process and the award of the contract.

The contract documents may provide for the mandatory submission of documents in electronic form, using an optical disc. In case of discrepancy between the printed and electronic data, those submitted in printed form shall prevail. Contracting Authorities may use the Ε.Σ.Η.Δ.Η.Σ. at all stages of the tender procedure, provided that this is provided for in the contract documents.

As amended by Par.17 Article 43 LAW 4605/2019 with effect on 1/4/2019
See the evolution of the paragraph

4. The opening of the dossier of the participation documents, the technical offers and the financial offers can be done in a public meeting, at the discretion of the committee.

5. The details of the tender will be set out in the contract documents.

Article 118
Direct assignment

1. Recourse to the direct award procedure is allowed when the estimated value of the contract, excluding VAT, is equal to or less than the amount of sixty thousand (20,000) euros.

2. The direct award shall be made by the competent services of the contracting authority, without the need for the establishment of a collective body for this purpose.

3. Following the issuance of the direct award decision, the contracting authority shall publish it in KIMDIS, in accordance with paragraph 3 of article 38, without prejudice to article 379 paragraph 3.
The award decision shall contain at least:

(a) the name and contact details of the contracting authority;

(b) a description of the object of the contract and its value;

(c) name and contact details of the economic operator to whom the contract is awarded;

(d) any other information that the contracting authority deems necessary.

As amended by Par.4 Article 47 LAW 4472/2017 with effect on 19/5/2017

See the evolution of the paragraph

4. If the obligation of par. 3 is violated, the contract is automatically invalid.

5. For public contracts for works, studies and the provision of technical and other related scientific services, each contracting authority, in order to proceed with the direct award procedure referred to in paragraph 1, shall publish, once a year for a period of twenty days, a call for tenders by categories of projects / studies. In the invitation, the contracting authority may ask the interested parties to meet the requirements of special technical capacity, for their registration in the lists. At least three (3) interested parties are registered in the lists, otherwise the list is not valid.

For the selection of the contractor, a public electronic lottery is conducted by a committee appointed by the contracting authority, among those included in the above list. The contract is signed with the contractor who emerges through the electronic lottery process. For the signing of the contract, a relevant announcement of the result of the electronic lottery and the details of the contract (contract amounts, contractor, etc.) is required, the opsia is sent for publication on the website of T.E.E. at least ten (10) days before signing. The estimated value of the contract is the maximum of the contractual fee of the contractor. After signing the contract, the contractor must be removed from the electronic lottery list and does not participate in the next lotteries of the year.

Pursuant to this provision, each contracting authority may award one or more contracts per year, with a total budget of up to ten percent (10%) of the contracting authority's appropriations per year, for the award of works contracts, studies and technical contracts, and other scientific services, respectively. Contracts concluded in violation of the provisions of this case are invalid and do not produce legal effects.

Exceptionally, in the case of mountain or island municipalities, and when after the relevant invitation of the contracting authority it is not possible to draw up a list of at
least three (3) economic operators, then the contracting authority may proceed with the procedure of direct award of the project contract, study or provision of technical and other related scientific services without drawing lots.

As amended by Par.9 Article 79 LAW 4530/2018 with effect on 30/3/2018
See the evolution of the paragraph

6. The Central Electronic Lottery System is developed in the General Secretariat of Infrastructure of the Ministry of Infrastructure, Transport and Networks, through which the electronic draws of paragraph 6 are carried out. By joint decision of the Minister of Infrastructure, Transport and Networks Ministers, the specific issues concerning the operation and management of the above electronic system, the technical specifications of its application, the terms and technical details of its interconnection with other applications (KIMDIS etc.), the terms and conditions of access and use, as well as any other relevant issues.

Article 119
Technical Assistance Action Contracts

1. In case of supply or service contracts below the limits, which concern technical assistance actions of the co-financed programs of the NSRF, the E.O.X. or other EU or international programs and / or funds, as well as the sectoral, regional and special programs of the National Development Program (NRP), the contracting authorities and / or the beneficiaries of technical assistance actions within the meaning of Law 4314/2014 and institutional framework of the PSC may also use the procedures in paragraphs 2 and 3, as appropriate.

As amended by Par.7 Article 140 LAW 4635/2019 with effect on 30/10/2019
See the evolution of the paragraph

2. By a reasoned decision of the Special or General Secretary of the Ministry or of the Regional to which the service responsible for the execution of the technical assistance belongs, it is allowed, after sending a call for expression of interest, to conclude a contract for supply of goods or services with a natural or legal person. registered in a list of suppliers and service providers, which is trained and maintained for the purpose of performing Technical Assistance actions. Recourse to this procedure is allowed if the estimated value of the contract, excluding VAT, is equal to or less than the amount of forty thousand (40,000) euros. The relevant agreement is signed by the above body.

3. By reasoned decision of the Special or General Secretary of the Ministry or the Regional Governor to whom the service responsible for the execution of technical assistance actions belongs, it is allowed, by choosing between at least three (3)
of performing technical assistance actions, following the sending of a call for expressions of interest to them, the conclusion of a contract for the supply of goods or services. Recourse to this procedure is allowed if the estimated value of the contract, excluding VAT, is equal to or less than the amount of sixty thousand (60,000) euros. The relevant agreement is signed by the above body.

4. By decision of the Minister of Economy, Development and Tourism or the competent Minister, as the case may be, the process of preparation and maintenance of the lists of suppliers and providers of technical assistance services for the application of this article is regulated, and the registration conditions of economic operators are specified. the terms of selection of the contractor according to paragraphs 2 and 3, as well as any other relevant issue.

5. If the service responsible for the execution of technical assistance is not subordinated to the Secretary General or Special Secretary of the Ministry, the decisions of paragraphs 2 and 3 shall be issued by the body to which it belongs and in the case of legal entities by the competent, in accordance with the relevant institutional framework. , decision-making body.

6. In case of supply or service contracts, which relate to technical assistance actions of the co-financed programs of the NSRF, the E.O.X. or other Union or international programs and / or funds, as well as sectoral, regional and specific programs of the PSC, their conclusion according to article 118, is possible with a reasoned decision of the head of the technical assistance service responsible for carrying out the actions. The relevant contract where required is signed by him.

As amended by Par.7 Article 140 LAW 4635/2019 with effect on 30/10/2019
See the evolution of the paragraph

7. The invitation for expression of interest for concluding a contract according to paragraph 2 of this article is not required to be posted on KIMDIS. The invitation for expression of interest for concluding a contract according to paragraph 3 of this article is posted on KIMDIS.

As added with Par.18 Article 43 LAW 4605/2019 with effect on 1/4/2019
See the evolution of the paragraph

8. In the case of service contracts relating to the maturation of the co-financed operations of the NSRF, the EEA or other Union or international programs and / or funds, and the estimated value of which does not exceed the limits of paragraph 1
Article 120
Initiation of a contract award process

1. For contracts below the threshold, the start time of the open procedure, the closed procedure and the competitive negotiated procedure, the competitive dialogue and the innovation partnership, means the date of publication of the contract notice in KIMDIS, according to article 66, without prejudice of par. 5 of article 376.

2. The start time of the summary tender means the date of publication of the announcement in KIMDIS according to article 66.

As amended by Par.5 Article 47 LAW 4472/2017 with effect on 19/5/2017
See the evolution of the paragraph

3. The time of commencement of the direct award procedure or the negotiation procedure without publication of a contract notice shall mean the date of dispatch to the economic operators of the first invitation to tender or the first invitation to tender.

The invitation of the previous paragraph is not required to be posted on KIMDIS.

As amended by Article 22 LAW 4441/2016 with effect on 6/12/2016
See the evolution of the paragraph

Article 121
Deadlines for procedures for concluding public contracts below the thresholds

1. The following deadlines are observed in the procedures for concluding public contracts:

a) In the open procedure, the minimum deadline for receipt of tenders is fifteen (15) days from the date of publication of the contract notice in KIMDIS. In case an emergency duly substantiated by the Contracting Authority makes it impossible to comply with the minimum deadline provided in the previous paragraph, the Contracting Authorities may set a minimum deadline of not less than ten (10) days from the date of publication of the contract notice at KIMDIS.
the contract notice in KIMDIS and the minimum deadline for receipt of bids of economic operators pre-selected for the submission of a bid amounts to seven (7) days from the date of sending the invitation to tender to the pre-selected.

c) In the summary tender, the minimum deadline for receipt of bids is ten (10) days from the date of publication of the announcement in KIMDIS.

As amended by Par.19 Article 43 LAW 4605/2019 with effect on 1/4/2019
See the evolution of the paragraph

2. In determining the time limits for the receipt of applications and tenders, the contracting authority shall take into account, in particular, the specific nature of the contract and the time required to prepare applications or tenders, without prejudice to the time limits laid down in par. 1.

3. The deadlines for the receipt of applications and tenders must be set in such a way as to indicate the exact date and time of submission of applications and tenders.

4. If tenders may be drawn up only after an on-site visit or on-the-spot examination of documents annexed to the contract documents, the time limits for receipt of tenders, which must be longer than the minimum deadlines set out in paragraph 1, shall be determined in such a way that all interested economic operators can be informed of all the information necessary for the preparation of tenders.

5. Contracting authorities shall extend the deadline for receipt of tenders so that all interested economic operators can obtain all the information necessary for the preparation of tenders in the following cases:

a) When, for any reason, additional information, although requested by the economic operator in a timely manner, has not been provided no later than four (4) days before the deadline set for the receipt of the offers.

b) When the contract documents undergo significant changes.

The duration of the extension is proportional to the importance of the information requested or the changes.

Where additional information has not been requested in a timely manner or is not relevant to the preparation of appropriate tenders, contracting authorities are not required to extend the time limits.
Contract notices

As amended by Par. 7 Article 47 LAW 4472/2017 with effect on 19/5/2017

1. Without prejudice to Articles 26 (2), (32), (117) and (118), contract notices for all procedures for the award of contracts below the threshold shall be used as a means of tendering. Contract notices shall be drawn up in accordance with standard forms issued by the Authority in accordance with paragraph 5 of Article 53, containing at least the information provided for in Part D of Annex V of Appendix AD, provided that such information is specific to the contracts and shall be published in accordance with Article 66.

As added with Par. 7 Article 47 LAW 4472/2017 with effect on 19/5/2017

See the evolution of the article

2. Until the publication of the standard forms referred to in paragraph 1, contract notices shall contain at least the information provided for in Part D of Annex V of Appendix AD, provided that such information is specific to those contracts and is published in accordance with Article 66.

As added with Par. 7 Article 47 LAW 4472/2017 with effect on 19/5/2017

See the evolution of the paragraph

Article 123

Invitations to candidates during the public procurement process Selection criteria

1. In restricted and competitive negotiated procedures, contracting authorities shall simultaneously and in writing invite selected bidders to submit their tenders.

2. The invitations referred to in paragraph 1 shall be accompanied by the contract documents, provided that these documents do not provide free, full, direct and free access and are not already available in any other way. In addition, the invitations referred to in paragraph 1 shall include the information set out in Annex IX to Appendix A.

3. Especially for the contracts below the limits by the decision of the Minister, Infrastructure, Transport and Networks may be specialized, for special categories of projects, as well as for special categories of studies and provision of technical and other scientific services and their budget limits, the procedures regarding conducting tenders or assignments.

Article 124
1. In the procedures for the award of a public works contract below the threshold, the contracting authority may, in addition to the provisions of paragraph 2 of Article 95, stipulate in the contract documents that the financial tenders are drawn up and submitted in accordance with the provisions of Articles 125 and 126.

2. Financial tenders must be drawn up on the form provided by the contracting authority or on the basis of a model annexed to the contract documents.

**Article 125**

**How to draw up and submit financial bids in public works contracts: single discount rate**

1. In public procurement procedures, if the award criterion is the most economically advantageous tender based on price only, the contracting authority may stipulate in the contract documents that the financial tenders are drawn up and submitted at a single discount rate only for projects with an estimated lower value of sixty thousand (60,000) euros without VAT.

2. Economic operators offer a single discount on the prices of the service invoice, expressed in whole units in percent (%).

3. Economic operators shall complete in full and numerically the financial offer in a format which is available in electronic or printed form by the contracting authority.

**Article 126**

**How to prepare and submit financial bids in public works contracts: Bidding on the percentage of overheads and benefits for performing accounting works**

1. In public procurement procedures, if the award criterion is the most economically advantageous tender only on the basis of price, the contracting authority may stipulate in the contract documents that the financial tenders shall be drawn up and submitted by tender only at the rate of overheads and benefit for the performance of accounting work, only in the case of projects with an estimated value of accounting work not exceeding two hundred and fifty thousand (250,000) euros without VAT and, in particular, when it is particularly difficult to invoice, in experimental work and research and archaeological work. The contract documents provide the total budget of the expenses and the technical elements of the project (drawings, descriptions, etc.).
expenses incurred, such as for supplies of materials, leases of machinery, fuel and lubricants, salaries, wages, other compensations and insurance contributions of employees and any kind of deduction.

3. Economic operators offer a discount expressed in whole units as a percentage (%), on the percentage of general expenses and benefits of the contractor. The offered discount cannot exceed 100%.

**Article 127**

**Objections exercised during the process of concluding public contracts with an estimated value of less than or equal to sixty thousand (60,000) euros (excluding VAT) Fee - Judicial Protection.**

As amended by Par.20 Article 43 LAW 4605/2019 with effect on 1/4/2019

*See the evolution of the article*

1. For public contracts with an estimated value of less than or equal to sixty thousand (60,000) euros (excluding VAT), in case of objection against deed or omission of the contracting authority, the deadline for its exercise is five (5) days from the notification of the contested act to the economic operator concerned or the effect of the omission. The objection against the announcement or the invitation is submitted within a period that extends up to half of the period from the publication of the announcement in KIMDIS or the sending of the invitation, as the case may be, until the final date of submission of the offers. For the calculation of this deadline, the dates of the publication and the submission of the offers are taken into account.

As amended by Par.20 Article 43 LAW 4605/2019 with effect on 1/4/2019

*See the evolution of the paragraph*

2. The objection shall be submitted to the contracting authority, which shall decide, in accordance with the provisions of Article 221, within ten (10) days from the notification of the objection, which may be made by electronic means in accordance with Article 376 (11). In the event of an objection to the tender or invitation, the contracting authority shall decide in each case before the closing date for the submission of tenders. With the impractical expiration of the above deadlines, the rejection of the objection is presumed. For the admissibility of the objection, upon payment of the objection, it is required the payment of a fee, in favor of the State, an amount equal to one percent (1%) of the estimated value of the contract. This fee is public revenue. The fee shall be reimbursed by an act of the contracting authority, if the objection is accepted or partially accepted by the deciding
on the objection against the announcement or the invitation.

As amended by Par.33 Article 107 LAW 4497/2017 with effect on 13/11/2017
See the evolution of the paragraph

3. By joint decision of the Ministers of Economy, Development and Tourism, Finance and Infrastructure, Transport and Networks, the amount of the above fee may be adjusted.

4. The deadline for filing an objection referred to in paragraph 1 and its exercise shall preclude the conclusion of the contract. Otherwise, the exercise of the objection does not hinder the progress of the tender process.

As added with Par.20 Article 43 LAW 4605/2019 with effect on 1/4/2019
See the evolution of the paragraph

5. Whoever has a legal interest, can request the suspension of execution and the annulment of the act or omission of the Contracting Authority issued or made on the objection of the previous paragraph, before the Administrative Court of Appeal of the seat of the contracting authority, as defined in p.d. 18/1989 (AD 8).

The exercise of the objection of paragraph 1 is a condition for the exercise of the legal remedies hereof. Apart from this appeal, there is no other appeal or special appeal of legality provided by a general provision.

The fee for the exercise of the application for cancellation and the application for suspension is calculated in accordance with the provisions of the second paragraph of par. 1 of article 36 of p.d. 18/1989 (AD 8).

As added with Par.20 Article 43 LAW 4605/2019 with effect on 1/4/2019
See the evolution of the paragraph

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### Article 128

**Assignment of specialized services (consultants, experts) for the study and execution of public works contracts and project concession contracts**

1. In the case of public works or works contracts or works contracts implemented as Public-Private Partnerships (PPPs) with an estimated contract value of more than thirty million (30,000,000) euros, the award may be made by auction notice by posting the invitation on the website of the contracting authority, consulting services of any specialty, such as, in particular, technical, legal, financial and organizational consultant, to nationals or foreigners, natural or legal persons, on specific issues
2. When public works or works contracts are to be executed or works contracts implemented as Public-Private Partnerships (PPPs) or parts thereof and, in particular, for the design, study, study control, administration and supervision of works of the General Secretariat of Infrastructure, Transport and Networks, as well as for the computerization needs of its services, the assignment is allowed, by resorting to a negotiation process without publishing a notice by posting the invitation on the website of the contracting authority, consulting services on specific issues, required for implementation and execution of these projects for a total fee up to the limits of indents b` and c`, as the case may be, of Article 5.

As amended by Par.2 Article 57 LAW 4568/2018 with effect on 11/10/2018
See the evolution of the paragraph

3. By joint decision of the Ministers of Finance, Infrastructure, Transport and Networks and the competent minister, as the case may be, the provisions of the above indent b` may be applied, in whole or in part, to a specific project or part of a project or group of projects performed by the Public or public sector bodies and to regulate all relevant issues.

4. The relevant costs are borne by the project credits. The assignment of consultant duties is done with a contract in which the services provided by the consultant, the terms and conditions of their provision, the duration of the contract and any other details of its implementation.

5. In cases of special or large infrastructure projects or projects in which non-widespread special methods of design and construction are applied, especially in matters of safety or response and prevention of risk, it may, by decision of the Chief Authority, taken with the consent of the Technical Council of the competent Ministry or of the Technical Council of the General Secretariat of Infrastructure, if there is no technical council in the competent Ministry, to be appointed as a special expert for the solution of a specific technical problem and for a few days employment of a scientist of known prestige and reputation and extensive experience related to the subject to be solved be registered in the Register of Scholars. The selection of the expert may be made for a total fee up to the limits of cases b` and c`,

Article 129
Contractual framework Applicable legislation
PART B
RULES OF EXECUTION

CHAPTER I
EXECUTION OF THE CONTRACT

Article 130
Conditions for the performance of the contract (Article 70 of Directive 2014/24 / EU)

1. Contracting authorities shall impose on the contractor that in the performance of the contract the contractor complies with the obligations in the fields of environmental, social security and labor law established by Union law, national law, collective agreements or international environmental, social and labor law, which are listed in Annex X of Appendix AD. Especially:

a) in the contracts for the provision of cleaning or security services, are included, in addition to the condition of the first paragraph, the data mentioned in cases a to f of par. 1 of article 68 of law 3863/2010 (AD 115), as in each case, as well as the special condition of paragraph 3 of the same article and

b) in the contracts of supply of products that fall within the scope of application of law 2939/2001, in addition to the condition of the first paragraph is included the condition that the contractor is obliged at the signing of the contract and throughout the execution to comply with the obligations of paragraphs 2 and 11 of article 4b or of par. 1 of article 12 or of par. 1 of article 16 of law 2939/2001. Compliance with the obligations is checked by the contracting authority through the disclosure file of registered producers in the National Register of Producers (NTUA) which is kept on the website of E.O.AN. within the deadline of paragraph 4 of article 105 and is a condition for the signing of the contract, in which the NTUA number of the obligated producer must be mentioned.

As amended by Article 22 LAW 4496/2017 with effect on 8/11/2017
See the evolution of the paragraph

2. Contracting authorities may impose other special conditions on the performance of the contract, provided that they relate to the subject matter of the contract, within the meaning of Article 86 (8), and are indicated in the contract notice or in its documents. contract. These terms may include economic, environmental, social or innovation and employment considerations.
a) the employment of employees belonging to vulnerable groups of the population within the meaning of par. 4 of article 1 of law 4019/2011 (A’ 216),

b) facilitating the social and/or employment integration of persons from vulnerable groups of the population;

(c) the fight against discrimination; and/or

d) the promotion of equality between men and women.

4. A joint decision of the Ministers of Interior and Administrative Reconstruction, Economy, Development and Tourism, Labor, Social Security and Social Solidarity and Finance determines the minimum employment rate of employees belonging to vulnerable groups of the population, as well as any other relevant issue for 3.

**Article 131**

Subcontracting (Article 71 of Directive 2014/24 / EU)

1. The observance of the obligations of par. 2 of article 18 by subcontractors is subject to monitoring and control by the competent national authorities.

2. Contracting authorities may provide in the contract documents that, at the request of the subcontractor and if the nature of the contract so permits, the contracting authority shall pay directly to the subcontractor the performance of a contract, service or project under a subcontract with the contractor. In this case, the contract documents shall specify the specific measures or mechanisms that allow the lead contractor to raise objections to unjustified payments, as well as the arrangements for this method of payment.

3. Paragraphs 1 and 2 and Article 58 shall not remove the responsibility of the lead contractor.

4. In the case of works contracts and for services to be provided on installations under the direct supervision of the contracting authority, after the contract has been awarded and at the latest at the start of its execution, the lead contractor shall indicate the name to the contracting authority, the contact details and the legal representatives of its subcontractors, who participate in these projects and services, if they are known at the specific time. The lead contractor is required to notify the contracting authority of any change in this information during the contract, as well as the required information on each new subcontractor, which the lead contractor subsequently uses in the works and services in question.
The obligations of the first and second subparagraphs are extended:

(a) supply contracts, service contracts, other than those relating to services to be provided on the premises under the direct supervision of the contracting authority or to suppliers participating in works or service contracts;

(b) to the subcontractors of the main contractor and to any further subcontractors included in the subcontracting chain.

5. In order not to breach the obligations of paragraph 2 of Article 18, contracting authorities may, in accordance with Articles 79 to 81, verify the assistance of the grounds for exclusion for subcontractors, in accordance with Articles 73 and 74. In the case of this, the contracting authority:

(a) requires the economic operator to replace a subcontractor where such verification shows that there are compelling grounds for exclusion; and

(b) may require the economic operator to replace a subcontractor where the verification shows that there are potential grounds for excluding him.

6. By way of derogation from the preceding paragraph, if the part(s) of the contract which the main contractor had indicated in his tender, in accordance with Article 58 or at the beginning of the performance of the contract or during in accordance with paragraph 4, that it intends to subcontract to third parties, exceeds thirty percent (30%) of the total value of the contract, as amended in accordance with Article 132 by the contracting authority:

(a) verify the assistance of the grounds for exclusion for subcontractors in accordance with Articles 73 and 74; and

b) requires the economic operator to replace a subcontractor, when the above verification shows that there are reasons for his exclusion.

7. In cases of verification of the grounds for exclusion for subcontractors, in accordance with paragraphs 5 and 6, the required information shall be accompanied by the responsible statements of the subcontractors, in accordance with Article 79. However, where subcontractors are presented after certificates and other relevant supporting documents instead of the responsible declaration.

8. Especially during the execution of public contracts for the provision of cleaning and/or security services, par. 4 of article 68 of law 3863/2010 (A 115) is applied.
Article 132

Amendment of contracts during their term (Article 72 of Directive 2014/24 / EU)

1. Contracts and framework agreements may be amended without a new procurement procedure in any of the following cases:

(a) where the amendments, regardless of their monetary value, are provided for in clear, precise and explicit revision clauses in the original contract documents, which may include price revision clauses or options. These clauses shall state the subject matter and nature of any amendments or options, as well as the conditions under which they may be activated. They do not provide for modifications or options that may change the overall nature of the contract or framework agreement.

(b) for additional works, services or goods by the original contractor which became necessary and were not included in the original contract, provided that the change of contractor:

aa) can not be done for financial or technical reasons, e.g. interchangeability or interoperability requirements with existing equipment, services or facilities provided through the initial contract award process, and

bb) would involve significant problems or substantial overlap of costs for the contracting authority.

However, any price increase does not exceed fifty percent (50%) of the value of the original contract. In the event of successive modifications, the cumulative value of such modifications may not exceed fifty percent (50%) of the value of the original contract or framework agreement.

Subsequent amendments should not be intended to avoid the application of this Book (Articles 3 to 221).

(c) where the following conditions are cumulatively met:

(aa) the need for modification arose due to circumstances which could not have been foreseen by a diligent contracting authority;

bb) the amendment does not change the overall nature of the contract;

(cc) any price increase not exceeding 50% of the value of the original contract or framework agreement.
where a new contractor replaces the one to whom the contract was originally awarded by the contracting authority, as a consequence of:

(aa) an express review or option clause, in accordance with indent (a);

(bb) total or partial succession of the original contractor due to corporate restructuring, including acquisition, absorption, merger or insolvency situations, in particular in the context of pre-bankruptcy or insolvency proceedings, by another economic operator provided that the succession does not involve any other substantial modification to the contract and is not intended to avoid the application of this Book; or

(cc) where the contracting authority assumes the obligations of the lead contractor vis-a-vis its subcontractors and where this possibility is provided for in the provisions in force in accordance with Article 131;

e) when the amendments, regardless of their value, are not substantial within the meaning of par. 4.

Contracting authorities amending a contract in cases (b) and (c) shall publish a notice in the Official Journal of the Union. This notification shall contain the information provided for in Part G of Annex V of Appendix A and shall be published in accordance with Article 65.

As amended by Article 22 LAW 4441/2016 with effect on 6/12/2016
See the evolution of the paragraph

2. Without the need to verify that the conditions of cases a’ to d’ of par. 4 are met, the contracts may be amended without a new public procurement procedure, according to this Book, if the value of the modification is less than both of the following values:

(a) the thresholds in Article 5; and

b) ten percent (10%) of the value of the original contract for service and supply contracts and 15% of the value of the original contract for the works contracts.

The amendment may not alter the overall nature of the contract or framework agreement. In the case of successive amendments, their value is calculated on the basis of the net cumulative value of the successive amendments.
4. The modification of a contract or framework agreement during it is considered essential in the sense of case e of par. 1, if it makes the contract or the framework agreement substantially different, in terms of character, from the one initially concluded. In any case, without prejudice to paragraphs 1 and 2, an amendment shall be deemed to be substantial if it satisfies one or more of the following conditions:

(a) the amendment introduces conditions which, if they had been part of the initial procurement process, would have allowed candidates other than those initially selected to participate or to accept an offer other than the one originally selected or to have attracted other participants in the procurement process contract.

(b) the amendment changes the financial balance of the contract or framework agreement in favor of the contractor in a manner not provided for in the original contract or framework agreement;

(c) the amendment significantly extends the scope of the contract or framework agreement;

(d) where a new contractor replaces the person to whom the contract was originally awarded in cases other than those provided for in subparagraph (d) of paragraph 1.

5. A new contract procedure is required, in accordance with this Book, for amendments to the provisions of a public contract or a framework agreement during them, which are different from those provided for in paragraphs 1 and 2.

6. Amendment contracts are subject to the legality test, if the main contract has passed the Court of Auditors' precautionary legality test, except in the following cases:

(a) where the amendments have no financial object and are not substantial within the meaning of paragraph 4;

(b) where the amendments are made pursuant to indent a) of paragraph 1 and paragraph 2 hereof; and

(c) when after the legality check of the original contract it was included in a financing program and the total amount of the initial contract does not exceed the current...
Legislative control also includes amending contracts, under which a contract is amended whose original value was below the respective control limit, provided that this modification increases the financial object so that the total value of the contract exceeds the respective control limit.

As added with Par.21 Article 43 LAW 4605/2019 with effect on 1/4/2019

See the evolution of the paragraph

**Article 133**

**Right to unilaterally terminate the contract (Article 73 of Directive 2014/24 / EU)**

1. Contracting authorities may, subject to the provisions laid down in the present provisions, terminate a public contract during its performance if:

   (a) the contract has been substantially amended, which would require a new contract award procedure under Article 132;

   (b) the contractor, at the time of the award of the contract, was in one of the situations referred to in Article 73 (1) and should therefore have been excluded from the contracting procedure;

   (c) the contract should not have been awarded to the contractor for a serious breach of the obligations under the Treaties and Directive 2014/24 / EU, which has been recognized by a judgment of the Court of Justice of the European Union in proceedings under Article 258 TFEU.

2. The contracting authorities, under the conditions set by the existing provisions, compulsorily terminate a public contract during its execution, if the case of par. 5 or par. 7 of article 68 of law 3863/2010 occurs (A’ 115).

**CHAPTER II**

**SPECIAL RULES BY TYPE OF CONTRACT**

**TITLE I**

**PUBLIC PROCUREMENTS**

**SECTION I**

Method of construction

**Article 134**

Method of construction
a) Either by specialized economic operators according to the existing provisions. The approval of an auction is also an approval of the construction of the project with an economic operator.

b) Either by the construction body of the project with self-supervision through an appropriate technical service, as defined in article 44, and personnel who either exist or on a case by case basis are hired and paid from the credits of the project.

As amended by Article 22 LAW 4441/2016 with effect on 6/12/2016
See the evolution of the article

Article 135
Contract signing

1. The contract is concluded in accordance with the provisions of article 105. The discount according to par. 5 of article 105 is declared by decision of the managing service and according to it the contractor is entitled to submit an objection within ten (10) days from its receipt. The timely submission of an objection suspends the imposed discount from the contract. The superior authority shall decide on the objection.

2. At the signing of the contract the contractor declares his registered office and his exact address. Until the complete liquidation of the contract, any change of these data is declared obligatorily and without delay to the managing service. Otherwise, each notification made to the older address stated by the contractor, brings all its legal results.

3. The contractor, during the same year, declares in writing for the receipt of the documents an authorized person for this purpose, resident of the seat of the managing service, which is approved by the managing service. The statement of the contractor is accompanied by a statement of the authorized person that he accepts his appointment. Any notification to him is considered to be made to the contractor. Replacement of this person is possible by analogous application of the above procedure. The replacement is valid only after the acceptance of the new person by the managing department. The Executive Office always has the right to request his replacement, if he refuses to receive documents or is systematically absent from his headquarters or is generally deemed unsuitable.

4. When signing the construction contract, in conjunction with the discount, the estimated costs for value added tax (VAT), the revision and generally anything provided beyond the construction cost of the project are recalculated.
1. The supervision, control and administration of the projects are exercised by the competent technical service of the construction body of the project (managing or supervising service), which designates the technical staff who will be specifically involved in the supervision, determines their duties when they are more than one, monitors their work and generally takes any action required for the proper and timely execution of the works.

2. The Managing Authority appoints as supervisors and assistants for the project or its departments or types of work technicians, preferably employees who have the appropriate specialization, depending on the executives, the service needs and the evaluation of the project and the staff. The supervisors shall be the direct assistants of the head of the managing department in the performance of its project-related duties as defined in the individual provisions of this Title. Supervision is not ruled out by the head of the managing department. The Executive Office, when appointing a supervisory team, includes the coordinator, supervisors and their assistants, with clearly defined tasks in the designation decision, in particular as regards the requirements for signing documents and data. It also appoints a three-member committee of technical staff to receive the invisible work and to draw up the relevant protocols. When for any reason it is not possible to appoint a three-member committee of technical staff, this committee may be composed of (2) two mandatory technical staff members and the supervisor.

3. In the case of construction of a project by assignment to a contractor, the supervision aims at the faithful fulfillment by the contractor of the terms of the contract and at the construction of the project, according to the rules of art, in order to meet its destination.

   In the case of self-supervised construction, the supervisor organizes and directs the means at its disposal in the most economically appropriate way, in order to achieve the construction of the work, according to the specifications and rules of art, in order to meet its destination.

4. The obligation of the supervisor to take any action for the faithful fulfillment of the terms of the contract by the contractor, does not in any way reduce the
Supervision can be exercised, apart from the project site, in all areas where parts of the project are constructed.

6. In cases of large or special or important projects, the supervision can be done with a step of the managing service, which has a head technician of category PE and the required number of assistants and other technical and administrative staff. The supervision ladder can be installed at the headquarters of the directorate or by decision of the competent Minister at the project site.

7. After the commencement of the construction of the project, the basic designers will compulsorily participate as Technical Consultants Designers in the execution thus, in accordance with the provisions of article 144 and par. 6 of article 188.

8. During the construction of the project, the Managing Authority prepares and sends to the superior authority, every quarter, summary summary reports on the progress of the project and the significant problems related to its construction. These reports must include information on the progress of the implementation of the approved project study, the detection of measurement errors and the occurrence of unforeseen circumstances that have already occurred or are in progress and the management's assessment of whether in the next quarter cause the need to carry out additional work, as well as the cost of such work, in order for the superior authority to decide on the continuation of the project or the reduction of the contractual object and the dissolution of the contract.

9. Where there is a need to establish facts which are not covered by other provisions hereof, the competent body or department may carry out an autopsy carried out by an appropriate technical staff or committee of technical staff who draw up a report. When such autopsies are performed, the contractor is invited to attend, if appropriate.

Article 137
Delay of the project owner

1. If the developer becomes in arrears regarding the fulfillment of his contractual obligations, the contractor is entitled to claim compensation only for his positive damages caused after the submission of a relevant written notice by him. The written notice is submitted after the start of the delay of the developer, otherwise it is premature and does not bring its legal results. The above written notice must contain, as a minimum, the facts which constitute the arrears of the project owner, the type of positive damages for which compensation will be claimed and the daily
Positive losses are recognized, in particular, the cost of installations, the service of guarantees of good execution, project insurance, guarding of the construction site of the staff provided by the organization chart, machinery, overheads, as well as possible advance interest. Especially for the reimbursement of overhead costs, the average of overhead costs in the percentage corresponding to the project is taken into account, as it results from the published balance sheets of the last five (5) years and is applied to the daily value of the project without GE + OE, unpredictable, review and VAT.

In case of arrears due to late payment of the bill, the positive losses are due to the extent that they exceed the arrears interest.

2. For the calculation of the compensation due to the positive damages from the stalls of mechanical equipment and staff of the contractor, the leased and privately owned mechanical equipment located on the site and used in its construction is taken into account, and under the following additional conditions:

a) That this equipment is included and accompanies the project schedule or the equipment table stated in its offer, as in force.

b) That during the presentation of the equipment at the construction site, complete data will be submitted to the Managing Service to prove: aa) the ownership, bb) the year of construction of each machine, cc) the year of purchase, dd) the depreciable book value of the machine from the official books of the contracting company, ee) the estimated time period of employment of each machine, according to the work schedule and the type of work in which it will be employed, ff) the lease contracts for the non-owned equipment

c) That the stall of each machine will occur during the period when the machine was to be used, according to the schedule and in the time defined in sub-case ee of case b.

d) For the determination of the indemnity for the stall of a proprietary machine, the maximum acceptable values shall be taken into account, those resulting from the depreciable book value of the machine as defined in sub-indent dd of case b) and the actual remaining operating life of the machine, based on manufacturer's manual. The legal documents will be taken into account for the determination of the leased machine stall.
e) The compensation due to stalls of privately owned machines not included in the list of machines of the contractor's offer, is made with the same conditions, as above and additionally if the contractor informed and received the approval before the presentation of the machine by the Service, with all the above and proved the necessity of the machine, and in case of replacement of a machine included in the supply table, to prove the necessity of the replacement.

**Article 138**

**General obligations of the contractor**

1. The contractor is obliged to construct the project according to the terms of the contract and the written orders of the construction contractor in accordance with it and the law.

2. The contractor has the obligation to strictly observe the layout and dimensions of the various parts of the project, as they appear from the approved plans or other elements of the study, which are not subject to modification or change, unless otherwise specified in the provisions hereof.

3. The written instructions given by the competent body for the completion or modification of the elements of the study, in accordance with paragraphs 1 and 3 of article 156, as well as the execution of the approved additional works, are obligatory for the contractor. The contractor is not entitled to receive compensation or price increases for changes to projects made without a written order, even if they improve the project. If the unauthorized change results in a reduction in quantities or dimensions, only the value of the quantities of work actually performed shall be paid without excluding the application of the provisions for imperfection.

4. Exceptionally, in urgent cases, the order of the Managing Authority for modifications or additions may be given orally at the site of the works. In this case, a relevant entry must be made in the project calendar. If this order is given by the supervisor, he must immediately inform the managing service in writing, for the issuance of a regular order which is issued within three working days from the above written information. If this order differentiates some or all of the supervisor's orders, the contractor shall be reimbursed for the work performed, in accordance with the supervision order until the receipt of the managing department's order.

5. Unless otherwise specified in the contract, the contractor is obliged to provide for the project all the required staff, materials, machinery, vehicles, storage space, tools and any other means. The contractor, in any case, bears all the necessary costs for the completion of the project, such as the costs of staff salaries and wages, the costs of all employer charges, the costs of moving its staff, the cost of
deductions or charges, costs of implementing fixed point construction plans, metering, testing, access to the project and locations for downloading materials,

6. Taxes, fees, duties, deductions and any other legal charges are borne by the contractor, as they apply at the time the obligation to pay them arises. Exceptionally, taxes of the State, other fees that are directly borne by the contractor, are borne by the contractor only to the extent that they were valid at the time of submission of the bid. Subsequent fluctuations, respectively, fluctuate the due contractor consideration. The preceding two paragraphs do not apply to income tax or withholding tax.

7. The contractor has the obligation to comply with the provisions of labor law, the provisions and regulations for the prevention of accidents to his staff or the staff of the project operator or to any third party and to take measures to protect the environment. Regarding the taking of security measures, he is obliged to prepare under his responsibility any relevant study (statics of scaffolding, study of temporary marking of works, etc.) and to take all the relevant measures. The Contractor shall bear full and exclusive responsibility for any damage caused to anyone by the breach of the above obligations, responsible, inter alia, for the payment of the relevant damages. The contractor must take protection measures, in accordance with the legislation in force in the Safety and Health Plan (SAF), as regulated by the decisions of the Deputy Minister of Environment, Spatial Planning and Public Works DIPAD / ec. 177 / 2.3.2001 (Β’ 266), ΔΕΕΠΠ / 85 / 14.5.2001 (Β’ 686) and ΔΙΠΑΔ / οικ889 / 27.11.2002 (Β’ 16), in the work schedule, as well as any modifications or other necessary updates of the studies during the design and construction phase of the project.

8. Notwithstanding the contractor’s obligation to have all the staff required for the management of the construction and the construction of the project, the announcement may specify the estimated number of technical staff by specialty and level of training, which must be available by minimum contractor in the performance of his contract. This number is adjusted, according to the requirements of the project, based on its construction schedule. The Managing Authority may always order the removal of staff deemed to be suitably unsuitable or the reinforcement of the contractor’s crews.

9. If the contractor delays the payment of the salaries of the staff he has hired and uses in the project, the Managing Service, after a written notification of the interested parties, invites the contractor to repay the beneficiaries within fifteen (15) days. If the contractor does not repay the beneficiaries, then the Managing
Pursuant to this paragraph, the salaries can be paid up to the last three (3) months before the harassment of the interested parties. Prerequisite for the payment is that there is a debt of the developer from its construction, proven or as it results from an account submitted or drawn up by the Managing Authority.

10. The Contractor has all the responsibility for finding and using sources of aggregates or other non-commercial materials, unless otherwise specified in the contract. These sources, prior to their use, must be approved by the managing authority, which may prohibit the use of sources unsuitable or unsuitable for the projects. If it is found that the contractor trades the aggregates extracted from these sources of the project, it is declared revoked by a decision of the contracting authority or the contracting entity.

11. The materials that are found during the construction of the project or come from the demolition of old works, belong to the owner of the project. The contractor shall be reimbursed for the costs of exporting or preserving them, unless the contract provides otherwise and must take appropriate measures to prevent or minimize damage to the materials during export. The use of the materials by the contractor is done after written consent of the service and after a relevant protocol is drawn up between the managing service and the contractor.

12. The contractor is obliged to immediately notify the Executive Service if during the construction of the works antiquities or any works of art are found. In this case the provisions for antiquities apply. For the delay of the projects or their interruption for this reason, the relevant provisions of this law apply.

13. The contractor has the obligation not to hinder the execution of any other works or works of the public sector, which may be affected by the works of his contractor, to protect the existing constructions and exploits from any damage or their interruption and without reducing its liability to repair or contribute to the immediate repair of damage or interruptions.

14. The contractor is obliged to ensure the smooth exercise of supervision in the factories where parts of the project are constructed and in general in all areas deemed necessary by the managing service. The project manager on behalf of the contractor company is obliged, after notification of the service, to accompany the employees who supervise, direct or inspect the projects, during the transitions for supervision, control or inspection at the project site or other production sites, as well as and consultants and experts.
During the construction of the project, the contractor is obliged every quarter to prepare and send to the superior authority, through the managing service, summary recapitulative reports on the progress of the project, of similar content to the respective reports of the managing service provided in par. 8 of article 136. These reports are not considered as requests of the contractor, nor as waivers of his rights and the answers to them do not constitute harmful acts, within the meaning of paragraph 1 of article 174.

Article 139
Project address on the part of the contractor

The management of the projects on the part of the contractor at their construction sites is done by technicians who have the appropriate qualifications and are accepted by the management service. The presence of a technical executive or technical employee of the contractor on the site is mandatory and proportional to the nature and size of the project under construction. The minimum technical staffing of the construction site in each project is determined by a decision of the contracting authority or the contracting entity, in the announcement. For projects over three million (3,000,000.00) euros, this ratio is set at at least three (3) technicians of similar qualifications and experience, of which at least one (1) must be a graduate of a higher education institution (A.E, I.) and at least one (1) graduate of a higher technological educational institution (ATEI). For the staff that constitutes the minimum staff, it is required to present to the Managing Service a certificate of the relevant insurance body, in which the insurance time of the employees will be indicated. Violation of the provisions of this article constitutes disciplinary offenses for the economic operator, its executives and employees, as well as for the employees of the managing department. By decision of the Minister of Infrastructure, Transport and Networks, the number of technicians on site can be determined or adjusted, depending on the budget and the nature of the project. It is required to submit a certificate to the Managing Service of the relevant insurance company, in which the insurance period of the employees will be indicated. Violation of the provisions of this article constitutes disciplinary offenses for the economic operator, its executives and employees, as well as for the employees of the managing department. By decision of the Minister of Infrastructure, Transport and Networks, the number of
Article 140
Obligations of members of a contractor consortium

1. The guarantees for the execution of the project are issued in favor of all the members of the consortium.

2. The members of the contractor consortium are liable to the developer as a whole for any obligation arising from the contract or the law.

3. All members of the consortium must, during the preparation and signing of the contract, submit a notarial deed appointing a joint representative of the consortium to the developer and the services. By the same act, the deputy representative must be appointed. The deputy represents the consortium in any case of absence or incapacity of the representative, as well as in cases of death or incapacity. The representative and his deputy must be a natural person from the members of the consortium or from the legal representatives of the companies that consortium. The representative or his deputy may appoint other proxies to carry out specific acts in the representation of the consortium, provided that such power has been given to them by the act of their appointment. Subject to the provisions of the following paragraph, the appointment of the representative and the deputy and their acceptance by them last throughout the project and until the complete liquidation of the consortium relations with the project owner. Along with the act of appointment, statements of acceptance of their appointment by the representative and his deputy are submitted during the signing of the contract. The appointment of the representative and his deputy and the declarations of acceptance must be unconditional or unconditional and extend to all matters relating to the performance of the contract, including the collection of the contractor's consideration and the appointment of a proxy.

4. Replacement of the representative or his deputy or both is done only jointly by all the members of the consortium with a notarial deed. Only after the notification of this act and the declarations of acceptance of their appointment by the appointees ceases the power of representation of those who were previously appointed.

Article 141
Disciplinary responsibilities of administrative bodies

1. The culpable omission of due action by bodies of the construction contractor constitutes a disciplinary violation.
2. In particular, are they disciplinary violations?

a) For the project supervisors? the culpable delay in informing the Executive Service without delay of modifying verbal orders by entering them in the project log, the culpable delay in informing the head of the executive service of the contractor's breach of the construction schedule or the defect in the construction or defect materials or failure to comply with legal safety or environmental measures.

b) For the head of the managing department? the failure to initiate and process the contractor's deduction procedure despite the assistance of the necessary conditions, the failure to approve the measurements, accounts and the certificate of completion of the project in time, the failure to immediately notify the approved account to the contractor and the invitation payment orders and the issuance of orders for the execution of tasks which are not provided for in the original or approved supplementary contract, nor otherwise their execution is permitted in accordance with the provisions in force.

c) For the head and the bodies of the head authority the failure to timely approve the Summary Tables and the Protocols of temporary and final acceptance, the granting of an extension without the legal conditions and the failure to issue a decision on objection within the two-month period referred to in Article 160 (7).

3. For the violations of the previous paragraphs, the competent body of the contracting authority or the contracting body either imposes on the perpetrators, depending on their gravity, the disciplinary penalty of the fine up to an amount corresponding to the salary of six (6) months or refers them to the relevant disciplinary body for the imposition of the disciplinary penalties provided for in the provisions in force.

Article 142

Project Monitoring Advisory Committee

1. In case of construction of important projects, a project monitoring committee is set up. The committee has an advisory character and monitors the implementation of the study or the justified acceptance of its proposed amendments, the observance of the construction schedule, the formation of costs, the observance of safety and hygiene rules of the workplace, the observance of environmental protection measures and in general course of the project.

2. The designation of the projects as "significant projects" for the application of the above paragraph is done by the contracting authority or the contracting body, which constitutes the committee. In the cases of public works, the characterization of the project as important and the simultaneous establishment and formation of the
committee is done by the General Secretary of the Decentralized Administration for municipal projects, by the General Secretary of the Region for regional level projects and by the competent Minister for other projects.

3. The committee is set up and set up for each specific project or group of projects, even from the study stage to perform similar tasks at this stage.

4. The committee consists of bodies of the contracting authority or the contracting body and representatives of the Local Government Organizations, the bodies that will use the projects or other social bodies. The decision to set up appoints the chairman of the committee and his deputy, as well as the members who cannot be more than five (5) in the case of municipal or regional level projects and seven (7) for the other projects.

5. With the care of the Chairman, the committee appoints one of its members, as a liaison with the construction body. The link is communicated to the construction body of the project, which provides all the necessary information to inform the committee on matters within its competence as provided in the relevant provisions of the law. The panel can always replace the link.

6. The meetings and other actions of the committee do not follow a certain formula. Whenever the committee or some of its members deem it appropriate and at least at the end of each calendar quarter, reports shall be drawn up containing the conclusions of the discussions and the opinion of the committee on matters within its competence. In case more than one opinion is formed, all opinions are recorded in the report, with reference to the members who support each opinion. The registration is made with the first opinion that gathers the support of most members and the other opinions follow in order on the same basis. The reports are signed by the president and the liaison, are notified to the developer and the construction body (managing authority, head authority) and are announced to the G.G.Y. Once the committee has been set up for a group of projects, reports can be drawn up separately for each project. The Contractor may be notified, upon request, of the parts of the reports which include judgments about him.

7. The Managing Authority must notify the chairman of the committee of the contract, the relevant decisions on modifications to the contract, discounts or terminations of the contract, the issuance of a certificate of completion of the project and the decisions on the formation of the acceptance committees. If the committee has been formed from the stage of elaboration of the study, the decisions of
The committee acts and operates in accordance with the provisions for the collective bodies and those mentioned in the decision of its establishment.

**Article 143**

**Notification to the contractor representation**

1. The communication of the services that perform works with the contractor is carried out either: a) by fax, in accordance with the provisions of article 14 of law 2672/1998 or b) with a body of the service or any other public body or c) with a court curator, by order of the competent body or its authorized legal representative or d) by e-mail in accordance with the provisions. The notification of the special invitation and the decision of deduction of article 160, of the special order of article 159, is done exclusively in cases b’ and c’.

For the notification, according to cases b’ and c’, a relevant proof of performance is prepared. Otherwise, the relevant provisions of the Code of Civil Procedure apply accordingly. The contractor notifies the Managing Authority of his legal representation or proxies.

2. When it comes to signing the schedule, measurements, invisible work protocols, new work unit price regulation protocols (PKTMNE), the Summary Tables, supplementary contracts, certifications and on-site monitoring and construction management of the project, the contractor may be represented by a technical executive of the company or another technician who has the legal formal and substantive qualifications.

The above technician may be in whole or in part and a proxy or representative of the contractor.

**Article 144**

**Collaboration in the construction of the designer Additional guarantees Liability**

1. When the study of the project has been prepared by a private design office, the Managing Office notifies in writing the designer for the beginning of the construction of the project he has studied and for each modification of the study the provisions of par. 2 apply.

2. It is allowed to modify the approved study, during the execution of the project, only to correct its errors or to supplement its deficiencies or for reasons dictated by
To this end, a proposal of the project management service is submitted to the superior authority, which decides after the opinion of the competent technical construction council. If the modification is attributed to errors and deficiencies of the study and the designer accepts his responsibility, he modifies the study according to par. 5 of article 188, provided that the employer's claims have not expired. In any other case the modification is undertaken by the contractor of the project in collaboration with a designer who has the legal qualifications.

During the discussion in the board, the original designer, the project contractor or their representatives and a representative of the service that approved the initial study are invited to listen, who submit a written memorandum. The superior authority issues the decision on the acceptance of the proposal to modify the study, within thirty (30) days from the issuance of the council opinion and the notification of the decision to the registry office, is a condition for the payment of the modification study. If the need to modify the study is attributed to errors or shortcomings and the claims of the developer against the designer have not expired, the provisions of paragraph 5 of Article 188 shall apply. The designer of the original study may apply for treatment against the decision to modify the study, if it is attributed to errors or omissions of the study. Applying for treatment suspends the financial consequences to the researcher and the initiation of disciplinary proceedings, but not the implementation of the modified study.

The decision is notified to the bodies responsible for initiating the disciplinary proceedings against the designer and the responsible officials, if the need for modification is due to errors or omissions of the study.

3. If the six-year period provided for in paragraph 1 of Article 188 has not passed, the provisions of paragraph 5 of the same Article 188 shall apply for the limitation period of the employer's claims against the designer. In this case, throughout the construction period project, the designer is fully responsible for his study.

4. For the completeness of the elaborated studies, the most complete planning, the better administration and supervision and the artful construction of the project, the designer, the construction contractor and the technical consultant are obliged to insure the study, the construction of the project and the services of technical consultant respectively, at all risk, including cases of force majeure damage.

By decision of the Minister of Infrastructure, Transport and Networks, the projects, studies and services covered by the insurance are defined, the insured risks, the duration of the insurance, the procedure for determining the occurrence of the risk and the payment of the insurance, the minimum insurance limits eligible
Article 145
Construction schedule

1. Each project construction contract sets a deadline for its completion in whole and in parts. Within a period specified in the contract documents and which may not be less than fifteen (15) days and exceed thirty (30) days from the signing of the contract, the contractor based on the total and partial deadlines, draws up and submits to the Executive Service the construction schedule of the project. In the event that the award criterion was, as defined in the contract documents, the most economically advantageous tender on the basis of the best value for money, the timetable submitted by the economic operator that emerged as the contractor may constitute the "approved construction timetable" of the project "as defined in the contract documents.

2. The Managing Authority approves the schedule within fifteen (15) days and may modify the proposals of the contractor, especially regarding the construction sequence, the buildability of the methodology, the achievement of the time milestones of the contract and the possibilities of time escalation of credits. The approved schedule is a contractual element of the project. If the approval is not made within the above deadline or if within this deadline the Executive Office does not request in writing clarifications or corrections or additions, the schedule is considered to have been approved. Schedule updates are approved when the deadlines, scope or quantities of work change. The start of the project by the contractor can not be delayed more than thirty (30) days from the signing of the contract. Failure to comply with the above deadlines through the fault of the contractor entails the imposition of administrative and ancillary financial sanctions, is a reason for the contractor to be expelled and for the competent bodies of the construction company constitutes a disciplinary offense, in accordance with the provisions of Article 141.

3. The approved schedule is the detailed construction program of the project. The schedule analyzes per unit of time which is specified in the contract documents and in any case on a calendar quarter the work that is expected to be performed. The schedule is compiled in the form of a square table that includes the above time analysis of quantities per task or group of tasks and is accompanied by a bar chart and related report. In projects with a budget of more than one million (1,000,000) euros, the compilation of issues or diagrams with the method of network analysis is
The construction contractor of the project is also obliged within one (1) month from the signing of the contract to prepare and submit an organization chart of the construction site, which will describe in detail the complete details of staff, equipment and machinery that will be included in the construction site for the execution of the project.

**Article 146**

**Project diary**

1. For each contract, with the care of the contractor, a diary is kept in bookbinded double-numbered sheets. The diary shall be completed daily and shall state, in a concise manner, in particular:

   a) data on the weather conditions prevailing during the 24-hour period;

   b) figures for the employed staff by categories, as well as the staff on duty due to overdue work of the employer;

   c) the machines used, as well as the machines on a daily basis due to the overdue of the employer.

   d) location and job description. Report on the work for which there is no progress or is not performed, but also the relevant reasons,

   e) time of start and end of critical work during the day,

   f) arrivals and departures of main equipment,

   g) traffic regulation conditions. Modifications or problems with the settings and related equipment are also recorded,

   h) the materials submitted, the work performed,

   i) laboratory tests,

   j) delays, difficulties, accidents, damages, unusual conditions causing delays, also including the time of temporary suspension or resumption of work

   (aa) the instructions and observations of the supervisory bodies;

   bb) emergencies and
any other relevant information relevant to the project.

2. The logbook shall be kept by the contractor, signed by his representative and by a supervising body when he is present at the construction site. One cut sheet is submitted to the Executive Service within seven (7) days, with the care of the authorized supervisory body, unless otherwise specified in the contract documents. Diary entries provide information on weather conditions, the strength of staff and machinery, and in general to provide a picture of the project's progress.

3. The Managing Authority can always set the entry in the journal of additional information or other data that are specific to the specific project or ask the contractor to keep other statistics. If necessary, the Managing Authority may be required to record events or situations with scribbles, photographs, video recordings or other visual media recording methods. In large projects, for each construction site in a distinct geographical unit, separate daily progress reports or a calendar should be kept, as defined in the contract documents. In the case of small projects, the Managing Authority may define the keeping of the calendar in another more concise way, its keeping by the week or other period of time or the non-keeping of the calendar.

4. If the contractor fails to comply with the obligation to keep a daily diary, a special penalty clause is imposed which is determined in the contractual documents and can not be less than one hundred (100), nor more than five hundred (500) EURO, for each day of omission, depending with the amount of the contractual cost of the project. The special penalty clause is imposed by the Executive Service, following a special invitation from its Chief, in which the supervisor reports in writing the failure to comply.

Article 147
Deadlines

1. Each contract, in addition to the deadline for the completion of the project as a whole (total deadline), also includes deadlines for the completion of specific parts of it (partial deadlines). In the case of small projects or projects which by their nature are not capable of identifying parts or characteristics of individual activities, the contract may not provide for partial deadlines.

2. All deadlines (total and partial) start from the signing of the contract, unless otherwise specified in the contract documents.
3. All the individual works of the project must have been completed within the total deadline and the tests provided by the contract must have been completed. The same applies proportionally to the partial deadlines.

4. Partial deadlines are defined by the contract:

   a. Exclusive Partial Deadlines for delivery of parts of the project whose timely completion is of particular importance to the developer, such as the construction of parts of the project that can be used independently, the completion of tasks that are a prerequisite or combined with the work of another project, except of the contract to which the specific contract refers, the execution of works to ensure the project from weather conditions.

   b. Indicative Partial Deadlines, as stations for intermediate control of the progress of the project.

5. All the partial deadlines set are considered indicative, unless explicitly defined by the contract as exclusive.

6. Mandatory partial deadlines for one (1) or at most two (2) months, depending on the size of the project and the execution conditions, are obligatorily defined in the contract documents and for the period of commencement of the execution works.

   The above indicative deadlines are set for the period from the signing of the contract until the end of one quarter (1/4) of the initial contractual deadline. This period cannot be less than six (6) months.

   In case the criterion for awarding the contract according to the provisions of the contract documents was the time of completion of the project according to the provisions of the case. d' of par. 2 of article 86, in the schedule submitted by the participants are obligatorily included, indicative partial deadlines for the whole contractual time, at intervals, which correspond to separate parts of the project or part of them and are determined in the tender documents.

7. The contractor is obliged to continue the construction of the project for an additional period of time equal to one third (1/3) of it and in any case not less than three (3) months (limit deadline). The total deadline is calculated based on the initial contractual deadline and the extensions approved after a relevant request of the contractor within the initial contractual deadline and are not due to his fault.

8. Is an extension of the total or partial deadlines approved?
a) Either "by revision", when the delay of all the works of the project or the respective department is not due to the sole fault of the contractor or results from an increase of the original contractual object.

b) Either "without revision", for all or part of the missing works, when the extension is deemed expedient for the interest of the project, even if the delay of all or part of the missing works is due to the sole fault of the contractor. In case of approval of an extension of deadline "without revision" for all the missing works of the project or a partial deadline, the relevant penal clauses are imposed, regardless of the approval of this extension.

9. When approving the extensions of the total or partial deadlines, the party responsible for the extension of time is always assessed and identified, for all or part of the projects or by funds. The provisions of this case do not affect the forfeiture of the penal clauses, if its conditions are met.

10. The approval of the extension of deadlines is done by the superior authority, at the request of the contractor to the Managing Authority. The request must be submitted at least one month before the expiration of the applicable total deadline for completion of the project. The relevant decision on the request is issued by the Chief Authority no later than three (3) months after the submission of the contractor's request. In case of issuance of the relevant decision after the expiration of the respective deadlines, the disciplinary bodies of the construction body of the project are imposed the disciplinary penalties provided for in paragraph 3 of article 141.

The application, if any, is submitted to the Executive Office, which always expresses its opinion to the superior authority. In the case of an extension "without revision", the head of the managing department, in opposition to the contractor, draws up a table separating the works, those that could be performed in a previous review period and other works. The former are also separated by a review period, during which they could and should have been executed. The list is an act of the managing body and the contractor is entitled to object to the separation list only if he signs it with reservations. In case the contractor refuses to participate in the training or to sign the list, the provision of paragraph 7 of article 156 shall apply accordingly.

Article 148
Penal clauses for violation of project deadlines

1. The contract defines the criminal clauses which are forfeited in favor of the developer, if the contractor exceeds, through his own fault, the total and the set
immediately following account of the project. The termination of the penal clauses for exceeding the approved total deadline and the exclusive partial deadlines is not revoked. The penal clauses for exceeding the indicative partial deadlines are obligatorily revoked, if the project is completed within the approved total deadline, i.e., approved deadline and granted deadline, if applicable.

2. The penalty clause imposed on the contractor for each day of exceeding the approved deadline is set at fifteen percent (15%) of the average daily value of the project and is imposed for a number of days equal to twenty percent (20%) of the original contract total deadline. For the following days up to another fifteen percent (15%) of the initial total deadline, the penalty clause for each day is set at twenty percent (20%) of the average daily value of the project.

Average daily value means the quotient of the value of the contract, i.e., the total amount of the contract, together with the amount of the additional contracts and without the Value Added Tax (VAT), to the approved deadline of the project, i.e., the initial total deadline and all extensions approved at the request of the contractor.

The penal clauses imposed for exceeding the approved deadline may not exceed a total of six percent (6%) of the value of the contract, excluding VAT.

If the contract sets partial deadlines, the percentage of penal clauses per day exceeded, as well as the total time for their enforcement. The total amount of the penalty clause for exceeding the partial deadlines may not exceed three percent (3%) of the value of the contract, excluding VAT.

In case the criterion for awarding the contract according to the provisions of the contract documents was the time of completion of the project as defined in case d’ of par. 2 of article 86, the penal clauses imposed for exceeding the partial deadlines are set in total in percentage on the value of the contract, excluding VAT, which is equal to the product "a.ex", but can not be less than three percent (3%), where:

"Eh" is the time discount of the contractor's offer and

"A" is the weighting factor of the time discount, as stated in the project announcement.

3. When the time of completion of a project is of particular importance to the developer and if this is provided in the contract documents, the contract may reduce the times of the previous paragraph for the imposition of penalties up to half, with a corresponding increase in its percentage. Daily penalty clause, maintaining
the upper limit of the penalty clause. Specifically, the criterion for awarding the contract according to the provisions of the contract documents was the time of completion of the project as defined in case (d) of par. 2 of article 86, the above times for the imposition of penal clauses are reduced by half and tripled percentage of the daily penalty clause. In this case,

**Article 149**

**Acceleration of work Additional payment clause (premium)**

1. The contractor or the construction body to cover or limit the delays of the project, if the contractor is responsible for them, may instruct the contractor to speed up the work, performing the necessary additional work and taking the necessary additional measures, without any additional compensation.

2. If the execution of the project or part of it as soon as possible, in relation to the contractual deadline, is of particular importance and, provided that there is an explicit provision in the tender announcement of the project in all cases of award procedures, an additional payment is paid to the contractor (premium). If the contract documents provide for additional payment, the prior issuance of a decision of the Minister of Infrastructure, Transport and Networks is required after the opinion of the Technical Council of the General Secretariat of Infrastructure.

The additional payment is calculated as a percentage of the initial contract value, according to the provisions of the contract documents and its total amount may not exceed five percent (5%) of the value of the projected cost of the project not including VAT. The contractual documents provide for the distribution of the relevant amounts, per unit of faster delivery of the project or the critical part, as well as any issue related to the recognition of the conditions for the realization of the additional payment. The additional payment is considered as additional contractor consideration, it is approved accordingly as an amendment of the contract based on case a` of paragraph 1 of article 132 and is included in the relevant certifications of the project, with the corresponding VAT.

3. If additional payment is foreseen for faster completion of the project, the decisions for extension of deadlines always regulate any issue related to this additional payment and especially if the time crucial for the additional payment is postponed, in part or in full.

4. If the criterion for the award of the contract was, as defined in the contract documents, the most economically advantageous tender based on the best value for money, it is not allowed to provide in the contract for an additional payment clause.
Article 150

Advances

1. If provided for in the contract documents, the contractor is granted an advance payment of up to fifteen percent (15%) of the contract value without revision and VAT. The granting of any advance is made after the installation of the construction site by the contractor on the project site. The contractor is liable for this amount with interest. No interest is due from the contractor for the granted advance for the unamortized part of the advance and for the period of interruption of the works due to the fault of the developer. The interest rate is determined specifically and amounts to a percentage equal to the lower interest rate of the twelve-month Treasury bills or if no such six-month term is issued, increased by 0.25 percentage points and adjusted by a joint decision of the Ministers of Finance and Infrastructure.

2. The advance payment provided for in the announcement is approved by a decision of the managing department at the request of the contractor and is paid to the contractor after the submission of an invoice and its approval by the Managing Authority in whole or in part.

3. The declaration may provide for advances:
   a) Up to five percent (5%) of the value of the contract without revision and VAT for costs of first installations, studies and other start-up costs of the project. This advance can be set at up to ten percent (10%) in the case of projects with significant studies or important installations, submission of mechanical equipment and other similar cases of large initial costs.
   b) Up to ten percent (10%) of the value of the contract without revision and VAT, for costs of supplies of materials or machinery to be installed or integrated in the project. In any case, the sum of the advances provided may not be more than fifteen percent (15%) of the value of the contract without revision and VAT.

4. The amortization of the advance is made in installments with a deduction from each payment to the contractor, after the time of receipt of the percentage interest deposit ($\Pi\%$), which is applied to the amount of the payment and results from the relationship:

$$\Pi = \frac{\rho}{\Sigma} \times 100 \times 1.10$$
granting the advance. If different amounts $p_1$, $p_2$, $p_3$ etc. granted as a partial advance payment, then the withholding rate results from the ratio:

$$\Pi = 100 \times 1.10 \times \left( \frac{\rho_1}{\Sigma_1} + \frac{\rho_2}{\Sigma_2} + \frac{\rho_3}{\Sigma_3} + \ldots \right)$$

where $\Sigma_1$, $\Sigma_2$, $\Sigma_3$ etc. are the amounts corresponding to $S$ when the advances $p_1$, $p_2$ were partially granted. $p_3$ etc.

5. Along with the withholding for partial amortization of the advance, the accrued interest is also withheld in the hitherto unamortized part of the advance. Interest is calculated for the period measured in days until the date of submission of the relevant bill.

6. The advance is prohibited to be used for expenses that are not directly or indirectly related to the project. In case a` of paragraph 3, the contractor is obliged to give to the service at the end of each month a summary statement of the payments he has made at the expense of the deposit and the balance with an indication of the bank account in which it is deposited.

7. The advance payment of case b` of paragraph 3 must be deposited in a frozen bank account and is used only for the payment of the supply of materials or machinery, for which it has been granted and for which relevant invoices have been submitted before its granting. Payments from this blocked account are made by checks of the contractor, after the relevant consent of the managing service to the bank. The assent is provided on the basis of the final invoices submitted or other documents and evidence of expenditure (shipping, customs clearance, etc.) or for the refund of the advance or part thereof that was not used.

8. The contractor may always request a faster repayment of the advance than provided for in paragraph 5.

9. If the contract is terminated through the fault of the contractor, the non-depreciable part of the deposit must be returned, no later than three (3) months from the termination of the contract. After this deadline, the amortized part of the advance payment is due due interest, instead of the special interest set in accordance with paragraph 1. If the contract is dissolved or limited due to the fault of the developer, the amortized part of the advance, which is not offset to settled claims of the contractor against the developer is returned, within six (6) months from the dissolution or completion of other works in case of limitation of the project. During this six-month period, no interest is calculated on the unamortized part of
Article 151
Measurements

1. During the construction of the project, all the necessary data for the measurement of the quantities of the performed works are taken on the spot. The on-site metering data shall be taken jointly by the supervisor of Article 136 and the contractor's representative, shall be recorded on duplicate metering sheets, signed by both parties and each shall receive a copy. Especially in the case of natural land acquisition, the Head Authority sets up a Committee, in which the Head of the Managing Authority and supervisors must participate.

2. At the end of each month or at another time period specified in the contract documents, the contractor shall draw up measurements in distinct parts of the project for the work performed in the previous month. The measurement includes for each work a brief description with an indication of the respective article of the invoice or the protocols of the unit price regulation of new works performed and the necessary measurement plans, data and diagrams, based on the direct counting data of the works or protocols of paragraph 3.

The measurements, accompanied by the necessary measurements and drawings, in printed and electronic form, shall be submitted by the contractor to the Managing Authority for control no later than twenty (20) days after the end of the month following their execution, after being signed by him with the indication "as drawn up by the contractor".

The measurements are prepared with the care and expense of the contractor and are subject to the control of the Managing Authority, which is completed with the approval decision of the latter.

The Managing Service, within forty five (45) days from the submission of the measurements by the contractor, has the obligation to check and correct the calculations, to approve the measurements and to notify the contractor of the measurements that have been checked and corrected. Such notification shall be deemed to be an act of the managing department within the meaning of Article 174 (1) and the contractor may, if he does not accept the corrections, exercise the right of objection.

If the submitted measurements show deficiencies, which make it impossible to check or correct them, the Executive Service returns the measurements to the contractor within the above deadline of forty five (45) days and invites him to fill in
The contractor is obliged to resubmit the measurements within one month by completing all the information requested by the invitation. After the above re-submission of the measurements, the Managing Authority cannot return them to the contractor for completion, but is obliged within one (1) month to check them, correct them, approve them and notify them to the contractor.

The measurements, if they are not returned approved or corrected or for completion within the above deadline of forty five (45) days or if, after their resubmission, they are not checked, corrected, approved and notified to the contractor, within the above monthly deadline, are considered to be automatically approved, only in the sense that they can be included by the contractor in a subsequent account.

The measurements of the project, approved by the Managing Authority or automatically approved, can be re-checked by the temporary acceptance committee and if the existence of unduly paid contractor is found, it is refundable after drawing up a negative account in accordance with of article 152. Automatically approved measurements are subject to the control of the Managing Authority in a subsequent account.

3. In the case of works, the verification of which is not possible in the final form of the project, such as works to be overlaid by others and not finally visible, quantities received by weighing or the like, the contractor is obliged to call its committee paragraph 2 of Article 136, and the supervisor, in order to jointly carry out the counting or weighing and to draw up a protocol for the receipt of invisible works or a protocol for weighing respectively. This protocol, signed by the contractor, the supervisor and the members of the committee, is a condition for the certification of the relevant works. The contractor's invitation to the Managing Service must be made for the joint weighing at least one (1) working day before it, for the receipt of rural data at least five (5) working days before their completion. Failure of the authorized bodies to respond to the invitation may be a reason for the developer to be late and result in disciplinary action against those responsible.

The protocol for the receipt of works must accompany the measurement of the relevant works, has no enforceable administrative character and is not challenged independently except together with the violation of the approval act of the measurement.

4. Specifically, the designation of the lands where the project is constructed is done by two or more technical staff, appointed by the Managing Authority. The
authority may in any case appoint another committee for re-inspection and designation of territories. In case the technical staff is not sufficient or in case of inability to take a decision, due to the disagreement of the employees who are appointed in an even number, the above designation of territories is done in the most appropriate way by decision of the superior authority.

5. No later than two (2) months after the confirmed completion of the project, the contractor is obliged to submit to the Managing Authority individual missing measurements and the "final measurement", i.e., final summary table that summarizes the quantities of all partial measurements and its protocols. Paragraph 3. If they have been checked by the Managing Authority, the quantities are set as corrected, even if there are pending objections from the contractor or requests for treatment. This entry in the final measurement does not constitute a waiver by the Contractor of such requests or objections that have been lawfully made, nor does it entitle him to submit new ones. For individual measurements not yet checked by the service, the quantities of the measurements as recorded by the contractor before the inspection of the service are recorded. The final measurement is signed by the contractor with the indication "as drawn up by the contractor". The Managing Service has the obligation to carry out the control of the final measurement, within two (2) months from its submission and to notify the contractor of the checked and corrected measurement. The last subparagraph of paragraph 2 applies to the final measurement.

6. In the event that the final measurement is not submitted by the contractor, no later than two months from the notification to him of the certificate of completion of the works, a special penalty clause of two millimeters (2%) on each completed month of delay is imposed on him, of the total amount paid to the contractor until then for the entire contract. The criminal clause is imposed by a decision of the managing service and for a maximum of six (6) months delay. Regardless of the imposition of the penalty clause and after the expiration of the time of its imposition, the final measurement is prepared by the service that can use private technicians and workshops, charging the relevant expense to the contractor. The final measurement prepared in this way is notified to the contractor.

7. Along with the final measurement, the contractor may submit any other request related to his right from the execution of the contract, if this has not been amortized and the relevant claim is statute-barred, as defined in Article 173 or if the relevant right does not have amortized or lost for some other reason. After the submission of
In the case of contracts that provide for payment at a flat rate, the final measurement is the confirmation of the construction of the individual works qualitatively and quantitatively, as provided in the contract. For the realization of the partial payments, individual percentages of execution of works per parts of the project are applied, as defined in the contract.

**Article 152**

**Accounts Certifications**

1. The payment to the contractor of the contractor's compensation is made in installments, based on the certifications of the works that have been performed within the limits of the work schedule.

   If works are constructed by the contractor beyond the ones provided in the schedule, the developer has the right to postpone the payment of the additional works, in order to coincide with the ones provided in the schedule. The provision of the previous paragraph does not apply when the contract provides for an additional payment (premium) to the contractor for the faster completion of the project.

2. The realization of both the partial payments and the final payment of the contractor's consideration, as well as the settlement of all mutual claims from the contractor's contract, is based on the accounts and the certifications.

3. At the end of each month or other period of time specified in the contract for partial payments, the contractor draws up an account of the amounts from work performed, which are due to him. These accounts are based on job measurements and invisible job receipt protocols. It is forbidden to include in the account tasks that have not been measured. Exceptionally, for parts of the project, for which, at the discretion of the supervising engineer, it was not possible to compile measurements in distinct and independently measurable parts of the project, it is allowed to include in the account works based on temporary measurements, but for which they have measurements taken.

4. Unless otherwise provided in the contract, unfinished work may be included in the account with the approval of the service, if their nature is such that, in the event of termination of the work, it would not destroy the unfinished work. These tasks are recorded in a separate part of the account and are included with a temporary reduced price, so that the work can be completed independently with the balance of the estimated price.
The quantities of such materials may not exceed those required for the execution of the next works of the approved program, unless otherwise specified in the contract. The quantities of materials are included separately in the summary worksheet that accompanies the invoice, which also lists the storage locations of the materials. The contractor has full responsibility for the materials included in the accounts, until their incorporation and the receipt of the project. The materials are included in a separate section of the accounts, with prices that can not be higher than the minutes of the minutes of the Committee for the Verification of Public Works (EDTD) or other competent body which will be defined by law, the time of the auction or the last available minutes and which are in relation to the respective contract price, so that the rest of the price will be enough to complete the work, in which the materials will be incorporated. Percentages of overheads and benefits of the next paragraph are not calculated in the materials.

6. The accounts also include price revisions, compensations of any kind that have been approved, remuneration for work performed through the contract and any other approved expenses paid to the contractor. The bill even includes the percentage of overheads and benefits of the contractor in case i of paragraph 7 of article 53, if this is not included in the contract prices, and the total is reduced by the percentage of discount of the auction, if applicable. All cleared claims of the employer are deducted from the accounts, in particular penal clauses, price cuts of Articles 159 and 170, additional guarantee reservation, if no letters of guarantee have been submitted for it, in which case reference is made, amortization of advances, withholding of goodwill,

7. The accounts are always prepared in summary form and are accompanied in particular by a summary summary table of the approved work measurements performed from the beginning of the project, a table and detailed measurement of the works which are partially and temporarily certified, the accounting data and from decisions recognizing damages or imposing penalties or cuts or other claims on the employer. From each new account are deducted the amounts paid with the previous accounts, as well as amounts that do not correspond to approved measurements or relate to errors of approved accounts. Submission of payment documents is not required to submit the audit and approval of the account.

8. The accounts are submitted to the Management Service that checks, corrects and approves them within one (1) month. If the submitted account has ambiguities or inaccuracies, to the extent that it is difficult to correct, the Managing Authority, by order of the contractor, points out the inaccuracies or ambiguities found by the audit
and orders its reorganization and resubmission. In this case, the set monthly deadline for the audit and approval of the account starts from the resubmission, after the reorganization by the contractor. The account can also be checked by a service workshop, in which the project supervisor participates. The supervisor signs the invoice, thus certifying that the quantities are in accordance with the measurements and the measuring elements, the prices in accordance with the contract and the relevant provisions and in general that all cuts or deductions of amounts resulting from the law and the implementation of the contract have been made to the account. Failure to timely check and approve the account constitutes disciplinary misconduct for the competent bodies of the managing department. The approved account is the certification for the payment of the contractor ("payable contractor fee"). Prerequisite for payment of the certification is the submission by the contractor of all the required payment documents. The invoice can be presented later when the certification amount is collected. Failure to timely check and approve the account constitutes disciplinary misconduct for the competent bodies of the managing department. The approved account is the certification for the payment of the contractor ("payable contractor fee"). Prerequisite for payment of the certification is the submission by the contractor of all the required payment documents. The invoice can be presented later when the certification amount is collected. Failure to timely check and approve the account constitutes disciplinary misconduct for the competent bodies of the managing department. The approved account is the certification for the payment of the contractor ("payable contractor fee"). Prerequisite for payment of the certification is the submission by the contractor of all the required payment documents. The invoice can be presented later when the certification amount is collected. Failure to timely check and approve the account constitutes disciplinary misconduct for the competent bodies of the managing department. The approved account is the certification for the payment of the contractor ("payable contractor fee"). Prerequisite for payment of the certification is the submission by the contractor of all the required payment documents. The invoice can be presented later when the certification amount is collected. Failure to timely check and approve the account constitutes disciplinary misconduct for the competent bodies of the managing department. The approved account is the certification for the payment of the contractor ("payable contractor fee"). Prerequisite for payment of the certification is the submission by the contractor of all the required payment documents. The invoice can be presented later when the certification amount is collected. Failure to timely check and approve the account constitutes disciplinary misconduct for the competent bodies of the managing department. The approved account is the certification for the payment of the contractor ("payable contractor fee"). Prerequisite for payment of the certification is the submission by the contractor of all the required payment documents. The invoice can be presented later when the certification amount is collected.

An account paid without control, due to the expiration of the above monthly period (fictitious approval), is checked, corrected and approved within three (3) months from its submission or resubmission and the resulting differences are taken into account in a subsequent account. The Managing Authority can approve the account without the signature of the supervisor.

When there is a case of drawing up a negative account either in between during the progress of the project or during the final account, it can be prepared by the
Managing Authority and its amount must be paid by the contractor within one (1) month from the notification of the account to otherwise, the letters of guarantee submitted to the developer are forfeited equally to him, as long as there is no unpaid contractor's consideration. If an objection or request for treatment is filed against the negative account, the forfeiture of the letter of guarantee is suspended until a decision is made on them.

9. If the payment of an account is delayed without the fault of the contractor, beyond two months from its submission or re-submission, it is due, according to the provisions of paragraph G of Law 4152/2013, interest on arrears. The contractor may terminate the work, after notifying the Executive Office of a special written statement.

10. For the payment of the construction cost of the project, the issuance of prepayment orders is always allowed, without applying in this case any other relevant general or special provision.

11. It is prohibited to assign the contractor's consideration or to confiscate it in the hands of the developer, during the entire duration of its execution and for one (1) month after its completion. Exceptions are allowed: (a) the initial or subsequent assignment, in whole or in part, of the contractor's consideration payable, as specified in the accounts submitted and approved in accordance with paragraph 8, during execution of the project, in the case of covering the debt of the contractor from the supply of materials and machinery for the execution of the project or from the provision of work provided by its workers or employees, the execution of the project or to recognized banks or legal entities under public law; . It is also allowed to set off the cleared claims of the developer against the contractor, which come from the execution of other projects and up to twenty percent (20%) of each certification of the executed project. By joint decision of the Ministers of Finance and Infrastructure, Transport and Networks,

12. All payments made to the contractor during the construction of the project based on the certifications are always payments against the contractor for consideration that is cleared after the final receipt. For each payment to the contractor, reservations are made, amounting to five percent (5%) of the certified value of the work after the corresponding revision and ten percent (10%) of the value of the materials temporarily included in the certification, until integrate them into the work.

13. After the provisional acceptance, the contractor prepares and submits a "preliminary bill", based on the quantities included in the relevant protocol. After the final acceptance and the approval of the protocol, the contractor prepares and
Article 153

Review period for basic prices of wages, materials, rents and machinery

1. The basic prices of wages, materials, rents and machinery hereof are revised uniformly for the whole country in a calendar quarter (revision period), based on the data and data of the twentieth day of the first month of this period. Throughout each review period, the revised prices remain constant.

2. The contract prices of each public works contract are revised uniformly for the whole country by calendar quarter (revision period) and based on the data and data of the twentieth day of the first month of this period. Throughout each review period the revised contract prices remain constant.

3. The revision shall be calculated for the work actually performed within the timetable provided for in Article 145. Work performed for any reason in a review period later than scheduled is considered to have been performed in the review period in which it was to be performed. For work performed prior to the scheduled review period, the review shall be calculated on the basis of the time of their actual execution. For works carried out after the expiry of the initial contractual period, the revision shall be calculated on the basis of the rates in force during the last revision period of the original construction schedule of the project, if the delay is due to the fault of the contractor. In this case, the sanctions provided for in Article 148 shall be imposed, as well as the administrative and ancillary financial sanctions provided for in the provisions in force.

4. For the application of the previous paragraph when approving extensions of the total or partial deadlines of public works contracts, the party responsible for the extension of time is always assessed and identified for all or part of the works or by works. The provisions of this paragraph shall not affect the termination of penal clauses, if the conditions are met.

5. The starting time for calculating the revision of each contract is defined as the calendar quarter in which:

(a) the tender has been submitted in the case of a contract drawn up by invitation to tender; or
specify any other time.

Contract prices remain constant for work performed or to be performed within the quarter considered the start time and in the immediately following calendar quarter. Exceptionally, price stability is limited to the starting calendar quarter when it comes to projects of any category with a total estimated budget of one and a half million (€1,500,000) excluding VAT.

6. The revision (increase or decrease) for each revision period shall be calculated on the basis of the formula:

\[
\Delta T_v \cdot \frac{T}{A_o} = s
\]

wherever it is:

- \( T \): the contract price in question,
- \( \Delta T_v \): the revision of the above value in the revision period \( n \),
- \( A_o \): a price resulting from supplementing with basic prices of the starting time the price analysis article defined for the \( T \) price or a combination of articles with their weights, as determined by the contract, in accordance with paragraph 8,
- \( s \) or \( s \): fixed rate representing the non-revised part of the price and determined by decision of the Minister for Infrastructure, Transport and Networks between 0.07 and 0.20 by category or size of projects and depending on the number of revision periods mediate between the start time and the specific review period.

As modified by Error Corrections. Errors / 2016 with effect on 24/10/2016
See the evolution of the paragraph

7. The constant coefficient "\( s \)" in the type of revision of paragraph 6 is defined by the relation:

\[
\sigma = \sigma_1 + 0.01 \nu
\]

where \( \sigma_1 \) is a factor determined uniformly for the other categories or separately for each of the \(<\)categories of public works and amounts to \( \sigma_1 = 0.12 \) for all categories of works and
each of the subsequent revision periods of the specific contract. The \( n \) stops increasing when the "s" becomes 0.20. The coefficient \( \sigma_1 \) can be adjusted by decision of the Minister of Infrastructure, Transport and Networks. Exceptionally, for contracts with an auction time before the third quarter of 2012, the price revision is calculated from the fourth quarter of 2012 onwards with the revision rates valid for the third quarter of 2012 and with their minimum application price equal to one (1).

8. The revision of the price of each contract item is based on the respective articles of approved price analyzes defined in the contract documents. In the case of items that are not identical to approved analysis articles or in cases of flat prices or composite prices, the contract papers or new price protocols shall specify for their review similar approved analysis articles or group of such items with the respective weights of each article.

9. The provisions of this article do not apply to contracts for contractors' remuneration other than monetary payment and to accounting operations.

In the cases of awarding works contracts as defined in cases b` and c` of paragraph 2 of Article 95 or in cases where the consideration is denominated in foreign currency, the revision of the contract shall be determined by the contract documents and the method of its calculation shall be determined, which may be the same or different from the current revision method.

10. The materials included in the certifications are considered as partial execution of the works for which they are intended and the revision of their certified value is done, when they are certified, with the rates of the funds in which they are intended to be used. When the work is performed, the revision is calculated only at the remainder of their value, after deducting the value of the materials certified in a previous revision period.

11. The preceding paragraph applies mutatis mutandis to work that remains unfinished in a review period.

12. The value of the materials provided by the construction contractor is not subject to any revision. For the revision of the prices of the works defined in the contract without the value of the materials, the corresponding amounts of \( I_f \) and \( A_0 \) contained in the formula of this article are calculated after the relevant analysis is completed with zero value of the material. If the prices include the value of the materials, then the same rate applies to the deductible value of the material, unless
In cases where the contract provides for the supply of equipment or machinery of significant value for the operation or installation at the project and the consideration for the supply is specified separately, the contract may specify another way of revision for this consideration.

14. The review shall not apply to the amounts of damages recognized administratively or judicially, unless these amounts are a function of prices for which a review is provided in this case, in accordance with the relevant court decision or administrative act.

15. The amount of the revision is paid from the credits of the project, without requiring the prior preparation of a Summary Work Table.

16. In addition to the price revision provided for in the provisions of this article, the adjustment of the contractor's consideration or the dissolution of public works contracts is excluded, pursuant to the provisions of articles 288 or 388 of the Civil Code due to price fluctuations.

17. The determination of the basic prices of wages, materials and rents, machinery as well as the employers' charges on wages is made by the Public Works Price Verification Committee (EDDDE), provided by article 9 of the joint decision of the Ministers of the Presidency of the Government and Environment, Of Public Works No. 80885/5439 / 6.8.1992 (Β’ 573).

18. The prices determined by the committee are the average prices formed in the market of the capital area and these prices are used throughout the country, not only for the revision but also for any other addition of price analyzes, where the use of the analyzes is provided by the relevant provisions. Wage prices refer to the average productive employee of the respective specialty. Material prices are the prices that are formed for the wholesale sale of materials as free goods and include any relevant charge included in these prices, in accordance with applicable provisions and transactional customs (such as fixed packaging or transport, VAT). Rental prices for machines and cars are found for machines in good working order. When such machines are available from a public sector body, the prices of these rents are also taken into account. In exceptional cases of machines where the market does not have sufficient data to formulate their price, the Commission takes into account the characteristics of the machine (such as cost, efficiency, lifespan, energy consumption), compared to other similar machines for which a market is formed. In order to determine the prices, the committee
generally takes into account any relevant information and in particular the information that is constantly collected by the competent department of the General Secretariat of Infrastructure, which provides secretarial and administrative services to the committee.

19. An extract of the minutes of the committee, which includes the prices that are found, is notified to the T.E.E. and in the pan-Hellenic professional contractors' associations, which give every possible publicity to the prices. The above pan-Hellenic contractors can file an objection against the minutes for certain prices, within a subversive period of fifteen (15) days from the notification of the minutes to the TEE. The objection is submitted to the secretariat of the Commission and is decided by the Minister for Infrastructure, Transport and Networks following the opinion of the same committee referred to in paragraph 17.

20. The revision is calculated on the basis of rates that are computerized. In the case of paragraph 12, if the coefficients with zero value of the materials are not given by computer, a special calculation sheet of the coefficient is prepared. The same applies in any case where the relevant rate is not given by computer. In the case of funds of analysis with a variety of specialized parameters or qualities of materials of different origins or variable transfer rates within this article, the revision is made with the computerized notified rate of the most representative relevant case.

21. The certificates show the total revision amounts of each revision period, as shown in the relevant table. The quantities of work performed or should have been performed during each review period are derived from relevant breakdown tables of tasks required to calculate the review. These tables also apply paragraph 3 based on the project schedule, as finalized as an approved construction program and with a tolerance of estimates of ten percent (10%) upwards or downwards from the total value of work to be performed by revision. period as it appears from this program.

22. The revision of each review period shall be included in the first certification following the notification of the rates for that period. Until then, the revision is temporarily calculated with the rates of the last revision period for which the revision rates have been notified. In order for the review to be included in the certification, it is not necessary to have approved a special item for the review and the payment is made from the appropriations approved for the project.

23. Exceptions from the 4th quarter of 2012 onwards, the fixed rate $\sigma$ in the revision formula of paragraph 6 is defined by the ratio $s$ (or $\sigma$) = 1. The provision applies to all contracts in progress regardless of the time of the auction except for contracts with an auction time before DG quarter 2012, for which the price revision
decision of the Minister of Infrastructure and Transport, revision rates may be set if the competent services of the General Secretariat of Infrastructure find a large deviation from the prices of the DG quarter 2012"

As amended by Article 22 LAW 4441/2016 with effect on 6/12/2016
See the evolution of the paragraph

24. For public works carried out by domestic Contracting Authorities, outside Greece, in a country of the Union (EU) the price revision is calculated on the basis of

the current type:

where the General Consumer Price Index (GATT) is ascertained and calculated for the reviewed review period (calendar quarter) by the Public Works Price Determination Committee (GATT) based on the relevant published time series of monthly indicators of the Statistical Service of the country. The rate is set following a Decision of the Minister of Infrastructure, Transport and Networks.

These provisions also apply to the contracts of the above projects, which are in progress, regardless of the time of their auction.

As modified by Error Corrections. Errors / 2016 with effect on 24/10/2016
See the evolution of the paragraph

25. For the internal works, the issuance of verification minutes of basic prices of materials, labor and rents of machines is suspended by the Committee for Verification of Prices of Public Works of E.D.T.D.E.

Article 154
Debriefing operations

1. In the case of works contracts, in accordance with Article 126, paragraphs 2 to 9 shall apply.

2. The Managing Authority may determine the number of staff required by specialty, the number and type of machinery or other means, and order the replacement of unsuitable ones.
of the contractor's staff by specialty with the possibility to set different limits for a

certain number of employees of each specialty depending on their performance.

3. The monitoring of the expenditure and the accounting of the use of the
materials or other means purchased at the expense of the developer, is done as
defined by the contract. To this expense is added the contractor percentage
reduced during the discount of the relevant auction.

4. Employer charges and all applicable deductions or contributions in favor of third
parties in the cost of the project, excluding income tax and VAT, are paid by the
contractor and attributed to him, with the contractor percentage, reduced at the
discount of the auction.

5. Remuneration of the personnel of the accounting works is borne by the
developer only for the period that the personnel was engaged in the accounting
works and if the termination of his contract is done with the will of the developer and
during the construction of the project.

6. The developer is responsible for accidents at work that occur during the
construction of the project only if they are due to the fault of his organs or the
organs of the body of the construction of the project.

7. For the accounting works, the contractor prepares a measurement and report of
the cost and for their receipt the provisions of articles 170 and 172 are applied
accordingly. The time of obligatory maintenance and the obligations of the
contractor during that time are defined by the contract.

8. In cases where the contract of execution provides for the construction of
subcontracted works, in whole or in part, for the execution of subcontracting by the
subcontractor, the provisions of the previous paragraphs do not apply, but what is
defined in the contract of the developer with the contractor.

9. In each case of accounting execution of works, a special diary is kept in which
the employed personnel are recorded daily by specialty, machinery or other means,
the materials and fuels submitted, the performed works descriptively and by project
location and any other data to document the rational management of means,
materials and the use of human resources. The sheets of this diary accompany the
project reports and are brought to the attention of the temporary admission
committee. After the start of the daily work, a special slip is handed over to the
representative of the managing service, which includes the name of the employed
staff and the status of the machines.
During the execution of any construction contract except for the case of article 126, the contractor when given a special order by the Managing Authority is obliged to perform necessary accounting work, up to the amount corresponding to 15% of the value of the contract without VAT and up to of the threshold of Article 5, if permitted in accordance with Article 132. The above percentage shall include the value of the additional urgent work referred to in Article 155. In this case, the contractor shall be paid and the actual cost shall be included in the certification in accordance with the legal proof of payment for the execution of the works. This cost is not subject to the auction discount. The contractor shall also be paid the contractor's interest referred to in paragraph 2 of Article 126, unless otherwise specified in the contract. The explicit or imputed discount of the auction applies to this percentage. The provisions of paragraphs 2 to 6 and the last subparagraph of paragraph 9 shall apply mutatis mutandis to the cases referred to in this paragraph.

Article 155
Urgent and unforeseen additional tasks

Subject to the provisions of Article 132, if there is a need to carry out urgent and unforeseen additional work, their performance may be approved by the superior authority before the Summary Work Table is drawn up and up to the amount corresponding to 15% of the contract value without VAT. The above percentage also includes the value of the work reports referred to in paragraph 10 of Article 154. For this approval, the Managing Authority prepares a technical description of the work, justifying the urgency and estimating the cost, based on the contract unit prices or indicative prices for new jobs. The contractor is obliged to perform these tasks, which may be included in the relevant certifications prior to the approval of the Summary Schedule and which are incorporated in the next Summary Schedule. Operations for which there is no approved new price are included in the relevant accounts with the indicative prices reduced by twenty percent (20%).

Article 156
Special issues of contract amendments during them. Job fluctuations New jobs

1. a) The project is executed, according to the contract and the issues and plans that accompany it. The contractor of the project has the right, if there is a need to perform additional works that are not included in the original contract, nor in the first contract concluded and which became necessary due to unforeseen circumstances during the execution of the project, as described in the original contract, to conclude contract with the contractor provided that the additional works cannot be technically or financially separated from the main contract without creating major problems for
The total amount of these contracts, which includes the fee for the preparation of the studies required for the additional work, may not exceed fifty percent (50%) of the amount of the value of the original contract, without revision and VAT.

Supplementary contracts totaling up to 15% of the value of the original contract may be modified without a new public procurement procedure, provided that indent a) of paragraph 1 of this article and paragraph 2 of article 132 are met cumulatively.

For the works of articles 154 and 155 under the conditions of article 132, it is not required in advance the preparation of a Summary Work Table (RES) of paragraph 2 or a contract for their execution or payment.

The execution of the additional works is mandatory for the contractor of the project and, in order to sign the contract for their execution, the opinion of the relevant technical council is required. For the determination of unit prices in the works of the supplementary contract, the prices of the original contract are taken and for the regulation of unit prices in the new works of the supplementary contract, paragraphs 4, 5 and 6 are applied.

As amended by Article 22 LAW 4441/2016 with effect on 6/12/2016

See the evolution of the paragraph 2. Each contract following the initial one is accompanied by a Summary Work Table (RES) which includes in particular the indications of the works, the unit prices of the works, the quantities of the quantities, the costs of the auction budget of the initially assigned project, its budget. immediately preceding the contract and the budget of the new contract to be drawn up.

It even includes the contingency fund, as well as the estimated cost for revision, and Value Added Tax (VAT). Expenditures for approved indemnities not subject to VAT. are included in a separate section of RES. to record the financial image of the project.

3. Modifications of the contract without increasing its value can be made:

(a) The unforeseen cost line included in the original contract shall cover in particular costs arising from the application of new regulations or rules that have become mandatory after the contract has been awarded, as well as from obvious omissions or errors in the design measurement or construction requirements. which become necessary for the perfection and functionality of the project, despite the full
whole construction, as well as the basic distinct elements of it, as provided for in the original contract. RES is prepared for the disposal of the contingency fund, which may not include additional work, which became necessary due to unforeseen circumstances. The amounts of unforeseen expenses amount to nine percent (9%) of the value of the original contract, excluding the revision and VAT funds, for projects with a total budget equal to or greater than the limit of application of Community Legislation, according to the decision Δ17α / 08/78 / ΦΝ 357 / 3.11.1995 (Β’ 941) and fifteen percent (15%) for budget projects of less than the above limit, according to the decision Δ17α / 07/45 / ΦΝ 380 / 27.5.1996 (409 Β) and can be adjusted by decision of the Minister of Infrastructure, Transport and Networks. The amount of unforeseen expenses shall be recalculated at the time of signing the contract, depending on the discount offered, in order to keep the percentage constant, in accordance with Article 135. The amounts of unforeseen expenses amount to nine percent (9%) of the value of the original contract, excluding the revision and VAT funds, for projects with a total budget equal to or greater than the limit of application of Community Legislation, according to the decision Δ17α / 08/78 / ΦΝ 357 / 3.11.1995 (Β’ 941) and fifteen percent (15%) for budget projects of less than the above limit, according to the decision Δ17α / 07/45 / ΦΝ 380 / 27.5.1996 (409 Β) and can be adjusted by decision of the Minister of Infrastructure, Transport and Networks. The amount of unforeseen expenses shall be recalculated at the time of signing the contract, depending on the discount offered, in order to keep the percentage constant, in accordance with Article 135.

b) The contractual quantities of works of a public works contract may be reduced and the cost saved ("minor cost") may be used to perform other works of the same contract, provided that the following conditions are cumulatively met:

aa) This possibility is explicitly mentioned in the declaration, the contract and the contract documents.
bb) The "basic plan" of the announcement is not modified, nor the specifications of the project, as described in the contractual issues, nor to abolish a working group of the original contract.

c) The completeness, quality and functionality of the project is not affected.

d) It is not used for the payment of new works that did not exist in the original contract.

ee) This cost does not exceed, according to the final approved Summary Schedule of the project, twenty percent (20%) of the contractual cost of the project workgroup or, in total, ten percent (10%) of the cost of the initial value contract without VAT, price revision and unforeseen expenses. This cumulative summary takes into account only expenditure transfers from one working group to another.

The amounts saved, if they exceed the above limits (20% or even 10%), reduce the cost of the contract value by VAT, revisions and unforeseen expenses. The use of "minor costs" requires in any case the consent of the relevant technical council, following a recommendation of the implementing body.

The budget of the projects to which this paragraph applies is broken down into Working Groups, which consist of works that are part of a single subset of the technical object of the projects, have a similar construction method and are subject to the same percentage discount on their unit prices. By decision of the Minister of Infrastructure, Transport and Networks, which after its issuance will apply to all the above projects, the Working Groups are determined by category of projects.

4. All limits or percentages of this article refer to the original amounts and prices of the contract together with the contingencies and do not include price revisions, subsequent modifications or any compensation.

5. If the Summary Schedule includes tasks for which there are no unit prices, the Summary Schedule is accompanied by a protocol that regulates the prices for these tasks. The unit price regulation of new works is made with mandatory application in order of the following cases. (a), (b) and (c) as follows:

(a) for opium work there are contract prices for similar or similar work, the prices shall be determined accordingly;

(b) for works for which there are no similar or similar contract prices but are included in approved or conventional detailed invoices (price analyzes), prices are determined in accordance with these invoices; and
The cost verification is done by a committee set up by the Managing Authority and consists of three (3) technical staff, who have the corresponding capacity. The members of the committee include the technical supervisor of the project. In case the technical staff is insufficient, the committee is composed of two (2) technical staff, not excluding the participation of the supervisor and the head of the managing department in the committee. The superior authority may in any case order the contractor to carry out pilot work and set up another committee of technical staff to monitor the performance of the necessary factors of production of the new work.

Data provided for the regulation of the price of the same work or part of it by the same contractor or other public sector bodies or from pilot work to verify the cost of other contracts, do not constitute a presumption for the price regulation. Indent (c) applies only to the part of the new price which cannot be adjusted in accordance with indents (a) or (b). In the "price analysis" are separated the parts that are regulated, according to case c) from the parts that are regulated, according to cases a) or b). In the "price analysis" are separated the parts that are regulated, according to case c) from the parts that are regulated, according to cases a) or b). In the "price analysis" are separated the parts that are regulated, according to case c) from the parts that are regulated, according to cases a) or b).

For works that are similar to conventional or already defined new ones, the prices above are written only for the additional or discounted cost elements.

The regulation of new prices is done with the basic prices, especially of the wages, materials and rents of machines, according to the minutes of the verification of basic prices of material workers and rents by the Committee for the Verification of Prices of Public Works of E.D.T.D.E. of the third quarter of 2012. The prices resulting from recent cost data are reduced to the start time of the revision with the reverse application of the relevant type of revision.

The prices regulated, according to case b) are subject to the relevant discount of the auction, explicit or imputed. The express or implied discount also applies in case a), if the discount is not included in the similar or similar work, as well as in the part of the price of case c) that is arranged, according to cases a) or b).

The prices of in particular the materials of the mechanical equipment, of the devices, which are not included in the basic prices, are subject to the relevant discount of the auction, if it is proven that these items are widely spread in the trade.
In the works contracts of article 50, implicit discount is defined in the documents of the contract and for its determination, among others, the nature of the project, the peculiarities and difficulties of the works and any other element that is specific to the specific project are taken into account.

6. The unit price of a new work adjusted in accordance with indent b) of par. 5 or the part of the price of indent c) adjusted in accordance with indent b) of paragraph 5 shall be reduced to the level of the bid prices, multiplied by at a fixed rate relating to the conventional group of similar works to which the new work in question belongs. The constant coefficient "s" is derived from the formula:

\[ \sigma = \frac{A}{B} \]

A: The cost of the contract group of similar works, which includes the new work, with prices of the service budget of the tender time of the project or other valid for the contract start time of the review and

B: The cost of the conventional group of similar works, the new work is included, with prices of the valid approved price analyzes of the tender time of the project or other valid for the contracting start time of the review.

The unit price of a new job that by its nature does not belong to any of the conventional groups of similar jobs is multiplied by a factor calculated with the same above formula \( \sigma = \frac{A}{B} \) where costs A and B relate to the services of the service budget that are considered that they are a working group. For the calculation of the costs, on the basis of which the above quotients are determined, only those works of the service budget are taken into account, which either exist as they stand in the current approved price analyzes or approved works tender invoices or exist as original parts of the analyzes or invoices of them.

The above method of determining the prices of new works does not apply in the cases of Article 50. The declaration sets a fixed rate for these cases, which is determined based on the general principles of pricing of works in the service budgets by the construction contractors and in any case case can not be greater than 0.90.

The new unit prices determined by the provisions of this article shall be increased by the percentage of overhead costs and benefits of the contractor applicable to the contract, if this for case a` of paragraph 6 is not included in the similar or similar price.

7. The Summary Tables and the Price Regulation Protocols of the New Work Unit that accompany them are prepared by the Managing Authority and are signed by
Article 143. In this case, as in the case where the contractor signed the relevant documents with reservation, he is entitled to file an objection. The Summary Schedule and the new price protocols are approved with or without corrections by the superior authority, to which they are forwarded together with the contractor's objection, the explanatory memorandum on the need for modifications, the method of price regulation and any relevant information. If an objection has been submitted, the opinion of the Managing Authority is also expressed in the content of this objection. After the approval of the Summary Schedule of works, the contractor is obliged to perform the relevant works without this affecting his rights to resolve the dispute.

Article 157

Damages to the projects Compensation

1. Until the final acceptance, the contractor bears the risk of the project for damages from any cause unless they are due to the fault of the contractor of the project or unless otherwise provided in the contract.

If the work or part of it is delivered for use before receipt, the damages, thefts or vandalism from use, as long as they are not due to poor quality of the work, are the responsibility of its owner unless otherwise specified in the contract.

Exceptionally, for damages of the project or the permanent installations of the contractor at the site of the works resulting from force majeure, the contractor is recognized the right to compensation proportional to the damage, the amount of which is determined taking into account the type and extent of damages and special conditions in each case.

2. The contractor is obliged to correct within a reasonable time specified by the construction company the defects of the project, which will be identified during the construction and until the final acceptance. If this deadline elapses without action, the construction contractor may carry out the correction to the detriment of the contractor in any way, always without prejudice to his right to declare the contractor insolvent. If the defect is not substantial and its correction requires disproportionate costs, the contractor's consideration is reduced.

3. The contractor is not entitled to any compensation from the developer for any damage to the works, for any damage or loss of materials and in general for any damage due to negligence, negligence or negligence of him or his staff or non-use of appropriate means or for any other reason, except in cases of fault of the
In order to be compensated for damages caused by force majeure, the contractor must declare in writing to the Managing Authority, the type and extent of the damages, as well as the cost of repairing it to the extent that it can be estimated. The statement must also include a description of the cause of the damage, which is characterized as force majeure and a claim for compensation for their repair.

5. The declaration is submitted within a reversible period of ten (10) days from the occurrence of the fault. If this is a project that has been completed and has not yet been finalized, this deadline is set at twenty (20) days. The Executive Service immediately carries out an autopsy to verify the content of the statement and especially the type and extent of the damage, the time and the conditions that caused them and within five (5) days from the submission of the contractor's request asks the a superior authority to appoint a committee of employees, which must conduct an on-site examination in a confrontation with the contractor and draw up a relevant protocol for the determination of the defects within ten (10) days from its establishment. The protocol sets out the causes, time and special circumstances under which the faults occurred, with a description of all the items that have been verified. It also examines the existence or not of the contractor's liability, determines in detail the type and extent of damage and proposes the method and cost required to repair them. If the project is used, the service that uses it immediately notifies the Managing Service of any defects.

6. The protocol of the previous paragraph is an act of the Managing Authority for the submission of the objection of the contractor, according to the law. The objection is inadmissible as long as the protocol was signed by the contractor without any reservation. If the contractor does not attend or refuses to sign the protocol, the head of his Management Office notifies him. The objection especially in this case is submitted within a subversive period of five (5) days from the signing subject to the protocol or from its notification. Without prejudice to the last subparagraph of paragraph 1, the compensation shall be recognized by a decision of the superior authority approving the protocol as amended or not, and shall decide on the objection.

Compensation is always determined on the basis of contractual terms and prices. When the repair of the damages is ordered after the completion of the project and the construction sites of the contractor have been removed, reasonable unit prices are arranged for the execution of repair works or are performed in accounts.
The contractor is obliged to perform the work ordered to repair the damage. If the damages caused to the projects pose a risk to the safety of persons or to cause significant damage to third parties or further significant damage to the projects, the head of the Executive Service may approve before the service of the contractor's statement, in accordance with paragraph 5 the construction of necessary urgent works, as far as possible, even if they are not the subject of the contract concluded with the contractor. The order for them necessarily mentions the provisions of this paragraph and is notified to the superior authority. The contractor is obliged to proceed with the construction of the ordered works without delay, having for this all the potential of his organization. The Managing Authority may, when it finds that the contractor's organization is insufficient to deal effectively with the risks, approve the construction of part or all of the ordered works in any other appropriate way. All costs for the execution of the above works are paid from the credits available for the construction of the project and are ultimately borne by the owner of the project, unless the decision of the superior authority approving the protocol is charged the cost in whole or in part to the contractor, as the culprit for the damage caused to the works. to approve the construction of part or all of the ordered works in any other appropriate way. All costs for the execution of the above works are paid from the credits available for the construction of the project and are ultimately borne by the owner of the project, unless the decision of the superior authority approving the protocol is charged the cost in whole or in part to the contractor, as the culprit for the damage caused to the works.

8. The execution of works for the restoration of damages by force majeure may justify the extension of the deadlines for the execution of works for a reasonable period of time.

9. The procedure in paragraphs 5 to 7 shall apply mutatis mutandis to the determination of the contractor's compensation for restoration or risk prevention work on works carried out, as well as in cases where the damage is due to the fault of the developer or to another cause which is excluded from the responsibility of the contractor.

10. Works for repair of damages due to use of a project, which was delivered in use before its receipt according to the provisions of the present, are performed only after a written order of the Managing Authority. This order must be notified to the
Article 158

Quality in public works. Project Quality Program (PPE)

1. The P.P.E. integrates and codifies all the requirements of the contract documents, describes the development phases of the project and the corresponding activities, is in full harmonization and includes the project schedule, determines the way of organization and management of the project and the way and details of collection and archiving components during construction to meet traceability requirements.

The P.P.E. is the internal regulatory document of the project and provides all the tools for monitoring the project, gathering data, documenting the work performed and archiving them.

2. It is required the elaboration and implementation of a Project Quality Program in every public project (Construction or Design), whose auction budget exceeds the amount of 1,500,000 euros without VAT, according to the provisions of the decisions DEEP / οικ.502 / 13.10.2000 (Β’ 1265), ΔΙΠΑΔ / οικ. 611 / 24.7.2001 (Β’ 1013), ΔΙΠΑΔ / οικ.501 / 1.7.2003 (Β’ 928) of the Deputy Minister of Environment, Spatial Planning and Public Works. The quality of public works is also related to the following decisions: a) DEEPP / οικ.4 / 19.1.2001 (Β • 94), b) DEEPP / οικ.110 / 12.5.2003 (Β’ 624) of the Deputy Minister of Environment, Spatial Planning and Of Public Works, c) the Δ14 / 43309 / 5.3.2001 (Β’ 332) of the Minister of Environment, Spatial Planning and Public Works and d) ΔΙΠΑΔ / οικ. 12 / 13.01.2009 (Β’ 125B / 27.01.2009).

The supervision of the implementation of the Project Quality Programs, the implementation of the Control and Test Plans, as well as the evaluation of the laboratory tests and examinations, can be assigned to accredited Certification Inspection bodies, according to the ELOT EN ISO / IEC 17021 standards for quality management systems ELOT EN ISO 9001 at least in the scope of EA 28 in Greece or in a member state of the European Union, for environmental management systems according to ELOT EN ISO 14001, for health and safety systems at work according to ELOT 1801 and OHSAS 18001.

By joint decision of the Ministers of Finance and Infrastructure, Transport and Networks, the limits of the fees for the above offered services are determined, within the limits provided in paragraph 4.
In public works, which are executed by all bodies of the wider public sector and co-financed by European Union funds, in addition to the controls provided by the relevant provisions for public works, it is allowed to carry out quality controls of the constructed works by a special Advisor recruited by decision of the Minister of Economy and Finance following a relevant competition. With the joint decisions no. 64517 / Ε.Υ.Σ. 6195 / 2.10.2003 (Β’ 1539) of the Ministers of Finance, and Infrastructure, Transport and Networks, etc. 8017 A Π. 1259 (Β’ 260 / 27.02.2007) all the relevant issues are regulated with the manner of carrying out the audits, the obligation of the services to provide data and information to the Consultant, in order to facilitate his work, the free access to all the construction sites of the project and to the sources of receiving the materials, the unimpeded sampling, the cooperation of the services and the laboratories of the G.G.Y. of the Ministry of Infrastructure, Transport and Networks, the manner of remedying the identified defects and resolving disputes, in accordance with the provisions of Article 159 or those specified in the contract, and regulates any other issue necessary for the effectiveness of quality control.

The provisions of this paragraph may be amended by a similar decision.

4. Up to 2% is set on the project budget, which is available for quality controls, carried out by the Directorate of the Central Laboratory of Public Works, by the other relevant departments of the General Secretariat of Infrastructure of the Ministry of Infrastructure, Transport and Networks, the competent services of the relevant Decentralized Administration, by Inspection-Certification bodies, accredited according to paragraph 2 and by "recognized organizations" in the context of the quality controls provided by the Project Quality Program (PPE) and the contractual issues including of the audits referred to in paragraph 3. "Recognized bodies" within the meaning of this Article means test laboratories, calibration laboratories, inspection bodies and certification bodies complying with applicable European standards. Contracting authorities / entities shall accept certificates from recognized bodies established in other Member States. By joint decision of the Ministers of Economy, Development and Tourism, and Infrastructure, Transport and Networks, the percentage of the previous paragraph is determined in stages according to the amount of the project auction budget, and all issues related to the above controls are regulated, such as planning, the assignment of the audits, the costs covered, the method of payment and any other issues related to the implementation of the audits and their effectiveness. Contracting authorities / entities shall accept certificates from recognized bodies established in other Member States. By joint decision of the Ministers of Economy, Development and Tourism, and Infrastructure, Transport and Networks, the percentage of the previous paragraph is determined in stages according to the amount of the project auction budget, and all issues related
implementation of the audits and their effectiveness. Contracting authorities / entities shall accept certificates from recognized bodies established in other Member States. By joint decision of the Ministers of Economy, Development and Tourism, and Infrastructure, Transport and Networks, the percentage of the previous paragraph is determined in stages according to the amount of the project auction budget, and all issues related to the above controls are regulated, such as planning, the assignment of the audits, the costs covered, the method of payment and any other issues related to the implementation of the audits and their effectiveness.

Article 159

Material unsuitability Defects Maintenance failure

1. The receipt and quality control of the materials used in the construction of the project or incorporated in it, is done by two (2) or more technical staff, at least one of whom belongs to the supervisory team, appointed by the management. The appointment of the committee is communicated to the supervisory authority, which may appoint another staff member to participate in the work of the committee. In case the technical staff is insufficient or in case of inability to take a decision due to disagreement of the employees who are appointed in even numbers, the above control and receipt of materials is done in the most appropriate way by decision of the superior authority.

2. If during the construction of the projects the supervision considers that the materials to be used do not meet the requirements of the specifications or are generally unsuitable, the Management Service orders the non-use of the materials. If the contractor disagrees, the materials are not used unless their suitability is judged by a laboratory test performed by the laboratories of the General Secretariat of Infrastructure or Polytechnics or other recognized laboratories. The cost of the laboratory tests is paid in advance by the contractor and is ultimately borne by him, if the unsuitability of the materials is proven. Otherwise the cost is borne by the developer and reimbursed to the contractor from the project credits.

3. If during the construction of the works until the final receipt any work presents defects that are not repaired by the contractor, a special order of the Managing Authority is notified to him. The special order identifies the defects, determines whether they are essential, insignificant or even dangerous and sets a reasonable deadline for their correction. Rehabilitation may include the demolition of defective work and their reconstruction, if required. If the defect is not substantial and its restoration requires disproportionate costs, the special order determines a
The objection of the contractor in the case of the special order provided for in the previous paragraph is exercised within a subversive period of ten (10) days from its notification. The timely objection suspends the obligation to carry out the work until a decision of the competent authority on the objection is issued. The suspensive effect of the objection does not occur or is removed, if the head of the managing department characterizes by order the defect as dangerous. In this case the work for the removal of the defect or the work specified in the order for the prevention of risks is performed immediately by the contractor. The supervisor or other representative of the managing department specifically monitors these works and records in the diary all the measures taken by the contractor to execute the order.

5. If the contractor with his objection requests laboratory tests or other tests to determine the defect, these tasks are performed before a decision is made on the objection, following an order from the superior authority, which determines their type and extent. The provisions of paragraph 2 for the charge shall apply in this case as well.

6. The superior authority shall give a final decision on the objection and, in order to give its decision, may order an autopsy or any other investigation, if it deems it necessary. The contractor is obliged to comply with this decision. If the contractor is finally justified in his views after a request for treatment or in court, he has the right to be paid on the contractual terms and prices for the additional work. If the works were ordered after the removal of the contractor's premises, new prices are drawn up which take into account this fact as well.

7. In the event that the contractor does not remedy the irregularities within the time limit set by the special order or if an objection is lodged within the same time limit from the notification of the decision on the objection, then the remediation work may be carried out with the care of the managing service in any way to the detriment of and on behalf of the contractor without prejudice to the rights of the developer with respect to the application of other sanctions against the contractor.

8. The provisions of paragraphs 3 to 7 shall apply mutatis mutandis in the event that the contractor fails to fulfill his obligations for the maintenance of the works for as long as this maintenance is borne.

9. Works that show significant defects are not included in the certification.

Operations that have insignificant defects are included at a reduced price as specified in the special order until the defect is repaired. If the defect is revealed
If the defect is revealed upon receipt of the works, the provisions of par. 4 of article 170 are applied and the determination of the restoration of the defects is made by the managing service.

SECTION 3
CONTRACTOR DISCOUNT DISSOLUTION OF CONTRACT

Article 160
Contractor discount

1. If the contractor does not fulfill his contractual obligations or does not comply with the written orders of the service, which are in accordance with the contract or the law, he is declared excluded from the contract.

2. The deduction procedure must be initiated against the retailer, if one of the following cases occurs:

   a) Delayedly, beyond one month from the signing of the contract, the start of work or the submission of the detailed schedule, in accordance with the provisions of the contract.

   b) Exceeds through his fault, for a period of more than a month, the time provided in the contract for the completion of his construction site development.

   c) Exceeds through his fault, by at least two (2) months, even an exclusive deadline of the approved schedule. Exceptionally, if the execution of the works is delayed, but the contractor has already performed works corresponding to at least eighty percent (80%) of the contractual object, as formulated by the signed additional contracts, it is possible to grant an extension of the deadlines in the interest of the project, even if the delay of the works is due to its fault. The extension is granted in this case without price revision and with the imposition of the provisions of Article 148.

   d) His work is systematically poor or the materials he uses do not meet the specifications. In order to be declared a contractor for this reason, the application of the provisions of Article 159 for the restoration of the defects of the project must have been preceded at least once and the objection of the contractor must have been rejected in the context of the application of these provisions.
e) Deviates repeatedly from the approved plans or systematically fails to comply with the rules of employee safety or environmental protection.

In order to initiate the discount procedure in this case, the notification of at least two (2) relevant warning documents of the managing service to the contractor is required.

f) It is ascertained that he presented a forged letter of guarantee

3. The case c of the above paragraph is applied proportionally in the case of violation of the indicative deadlines of this paragraph. For its implementation, in the contractual documents and for the period of commencement of the execution works, indicative partial deadlines are defined every one (1) or at most two (2) months depending on the size of the project and the execution conditions. The above indicative deadlines are set for the period from the signing of the contract until the end of one quarter (1/4) of the initial contractual deadline. This period cannot be less than six (6) months.

4. If there is a reason for deduction, the contractor shall be notified, in accordance with the provisions of paragraph 1 of Article 143, of a special invitation from the managing department, except in the case of paragraph 5 of Article 105, which shall necessarily refer to the provisions of this Article and include a specific detailed description of actions or works to be performed by the contractor within the set deadline, with an estimate of the costs in relation to invoiced works. The time limit set must be reasonable, ie proportional to the time required by common understanding to carry out the work or actions. However, it cannot be less than ten (10) days, nor more than thirty (30) days.

When requested to take measures to prevent an emergency risk, the deadline may be less than ten (10) days.

Exceptionally, the notification of a special invitation is not required and the discount is announced immediately, after a previous hearing, following a call delivered five (5) days ago, by decision of the managing service, in cases where the contractor proves to be one of the offenses or disciplinary offenses which entail his exclusion, in accordance with the contract notice in which he was selected as the contractor, applying the rest of the provisions of paragraphs 7 to 13.

5. Notwithstanding the notification of the special invitation and the deadlines set for the execution of specific works or actions, the contractor is obliged to fulfill his contractual obligations for the timely execution of his works or parts and suffers the legal consequences from the exceeding the contractual deadlines.

6. If the deadline set by the special invitation has passed without the contractor complying with its content, it is declared invalid immediately and in any case before
with the provisions of paragraph 1 of Article 143. The decision identifies the work and actions performed by the contractor, in accordance with the special invitation and justifies the discount, with reference to the work not performed and actions not complied with.

7. If no objection is lodged against the expropriation decision in time or if the objection is rejected by the competent authority responsible for it, the expropriation shall become final. If an objection is filed in time, the consequences of the printing are suspended until it is finalized and the contractor is obliged to continue the work of the contract. The decision on the objection is issued, after the opinion of the competent Technical Council, by the superior authority and is notified within two (2) months from its submission. The acceptance or rejection of the objection is justified, and among the reasons for acceptance may be included the obvious improvement of the pace or the quality of the performed works, so that the timely and artful execution of the project is reasonably probable. If the above two-month period elapses without action, disciplinary proceedings are instituted against the guilty officials under Article 141, for the imposition of penalties commensurate with the effects of their negligence on the interests of the developer, and the contractor is obliged to suspend the work until an explicit decision of the on his objection. For the duration of the interruption, he is entitled to an equal extension of the deadline with revision, if his objection is finally accepted, while the interruption of the works is not a reason for the termination of the contract. No work performed after the day of the above mandatory cessation of work and until a positive decision is issued for the contractor is certified for payment. For the imposition of penalties commensurate with the effects of their negligence on the interests of the developer, in addition, the contractor is obliged to suspend the work, until an explicit decision is issued by the superior authority on his objection. For the duration of the interruption, he is entitled to an equal extension of the deadline with revision, if his objection is finally accepted, while the interruption of the works is not a reason for the termination of the contract. No work performed after the day of the above mandatory cessation of work and until a positive decision is issued for the contractor is certified for payment.
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accepted, while the interruption of the works is not a reason for the termination of
the contract. No work performed after the day of the above mandatory cessation of
work and until a positive decision is issued for the contractor is certified for
payment.

As soon as the discount is finalized, with the notification to the contractor of the
decision on the objection, the superior authority is obliged to inform in writing the
Registry Directorate of the General Secretariat of Infrastructure of the Ministry of
Infrastructure, Transport and Networks.

8. If after the announcement of the discount and before its finalization the
contractor still neglects his obligations, the managing department can intervene to
prevent possible risks for the project and perform the required work to his detriment
and on his behalf. contractor. It also performs the necessary urgent work after the
finalization of the discount and until the determination of the manner of execution of
the remaining work, by the competent superior authority. The execution of the tasks
of this paragraph is done by direct assignment order to another contractor or by
draft competition or by self-supervision which is issued by the head of the
managing department.

9. If the discount becomes final, the contractor is alienated and immediately
dismissed from the project and the contract is cleared as soon as possible.

Exceptionally, the outsourced contractor may be allowed to complete unfinished
work in order to be able to measure it or perform work to remove or prevent
hazards.

10. Are the following consequences cumulative against the permanently
expropriated contractor, which the Managing Authority is obliged to implement
within one month from the finalization of the expropriation?

   a) The non-depreciable part of the advance is immediately required, plus the legal
      interest and is collected by the developer with the forfeiture of a corresponding
      amount of the respective guarantee.

   b) All the guarantees for the good execution of the project, as defined in article 72
      and up to the maximum amount of the contract to be constructed, shall be forfeited
Forfeits all the penal clauses provided for exceeding the total deadline for completion of the project and for the partial deadlines. The penal clauses are included in the settlement contract of the discounted contract.

11. For the liquidation of the contract the invited contractor is required to submit within one (1) month the measurement of the works he has performed. If it neglects this obligation, the Managing Authority prepares the measurement itself or assigns it to a private engineer, inviting the fired contractor to attend. The measurement is checked and approved by the Managing Authority within one month from its submission and is notified to the suspended contractor, who can file an objection within fifteen (15) days. The same applies mutatis mutandis if the measurement is prepared with the diligence of the managing department. The chief authority decides on the objection within two (2) months from its submission. If the measurement is assigned to a private engineer, the relevant cost is paid from the credits of the project by decision of the managing department and is included in the settlement account of the discounted contract. The measurement includes only completed tasks. Exceptionally, unfinished works and materials brought to the construction site are included in the measurement, if at the discretion of the service they are useful for the developer, in view of the prospect of its continuation.

12. The clearing account includes all the criminal clauses of par. 10 and any other cleared claims against the deposed contractor. If the clearing account is negative, the difference is collected, according to the provisions that apply to the collection of the claims of the developer. If upon receipt of the work of the discounted contract, which is carried out both temporarily and definitively, there are differences in the amounts of the clearing account, a new final account is drawn up, otherwise the clearing account is valid as final.

13. If, after the finalization of the discount, the superior authority decides to complete the project, it invites the next successful bidder in the competition, in which the eliminated contractor was nominated, and proposes that he undertake the task of completing the discounted contract, under the same conditions and conditions and on the basis of the tender submitted in the tender. The execution contract is concluded if within fifteen (15) days from the notification of the proposal the written authority receives its written and unconditional acceptance. The inaction of the deadline is considered as a rejection of the proposal. If the above bidder does not accept the contract proposal, the superior authority invites the next successful bidder, otherwise following the same procedure. If he also rejects the proposal,
The procedure of this paragraph does not apply only in case the superior authority considers reasonably that the above offers are not satisfactory for the developer, while it can be applied proportionally in case of completion of the project, after automatic termination of the contract after bankruptcy, contractor or dissolution through the fault of the developer in accordance with the provisions in force.

**Article 161**

**Termination of works Termination of the contract**

1. The contract is terminated by the notification to the contractor of the order of the construction body of the project for final cessation of works, unless this order stipulates a later time of dissolution, in order to perform the works defined in the order.

2. The contractor may request the termination of the contract:
   a) If after the signing of the contract the start of the works is delayed for more than three (3) months due to the fault of the construction company or the developer, unless the contract stipulates otherwise regarding the start of the works.
   b) If the works, after their start, are stopped either by order or through the fault of the construction company or the developer for a period longer than three (3) months from the renewal of the stop order in the first case or from the submission of a special statement of the contractor in the second.
   c) In case of suspension for late payment, according to par. 9 of article 152, the dissolution can be requested two months after the declaration of cessation of works.
   d) If the delay of the works without the fault of the contractor exceeds the limit deadline.

   In the case of application of article 50, the interruption is required to occupy both the construction works and those of the study.

3. If there is fault of the construction company or the developer, for interruption of the works, the contractor submits the special declaration of interruption of the works to the head of the managing service. With this statement:
   a) The fault, attributed to the construction company or the developer, which causes the interruption of the works, is specified.
   b) Data are given for the parts of the project that have been constructed until the cessation of works and for the estimation of their value.
The parts of the project that are left for execution are described and the lack of possibility of construction is justified for each of them, due to the fault of the construction body or the developer, if this is the case. A statement that does not include the above information does not produce legal effect. The declaration is also notified to the developer, when he is not identified with the construction contractor.

4. After the submission of the special statement, according to par. 3, the Executive Service verifies within fifteen (15) days the data of the statement and issues a decision that accepts or rejects the content of the statement.

5. If a period of more than three (3) months passes from the submission of the special declaration of the contractor, for cessation of works due to the fault of the construction company or the developer or two (2) months, in case of late payment, the contractor may request the dissolution of the contract. In this case, the elements of the previous paragraphs are taken into account for the formation of an opinion at the request of the contractor.

6. In case the contractor requests the termination of the contract, due to the expiration of the deadline due to the fault of the construction company or the developer, the decision of the managing service must be notified to the contractor within thirty (30) days. Until then, as in the case of a rejection decision, the work continues until the relevant dispute is resolved, in accordance with the applicable provisions.

7. The right of the contractor for a request for termination of the contract, in the cases provided by item a’ and item b’ of par. 2, is exercised only after three (3) months from the signing of the contract, if it is not specified different from the commencement of the work or from the notification of the work stoppage order. The application is submitted by a bailiff to the Executive Office and is notified to the developer, when he is not identified with the construction contractor. The application is decided by the Managing Authority, which notifies its decision to the superior authority.

8. Unless otherwise provided, unless a decision is issued within two (2) months from the service of the application to the managing department, the application shall be deemed to have been accepted. Acceptance of the dissolution takes the place of the certificate of completion of work. In cases of termination of the contract, the contractor may request the approval of the final acceptance together with the temporary one, without requiring the expiration of the warranty period, if the nature of the work does not justify their maintenance, nor is it required the test of time.
In case the contractor agrees, the dissolution can be canceled, after the contractor is compensated for his only positive damages caused by the delay in the start or the cessation of the works.

2. For the cancellation of the dissolution, the contractor submits a relevant application from home or upon invitation of the service with data of calculation of the compensation he claims. The Managing Authority forwards the application to the superior authority, with a relevant suggestion at the same time. The supervisory authority shall set up a committee to investigate the merits of the contractor's claims and to assess the extent of the positive damage caused by the delay in the commencement or cessation of work. The committee may request information and additional information from the contractor.

3. The cancellation of the termination of the contract and the relevant compensation are approved by a decision of the superior authority. The approval of cancellation of the dissolution is made after prior written acceptance of the amount of compensation by the contractor. The compensation may not be higher than that assessed by the committee referred to in the preceding paragraph, unless it is a correction or supplement to the details of the committee report. With the approval of the cancellation, the necessary adjustments to the project deadlines can be approved.

**Article 163**

**Contractor compensation due to termination of the contract**

1. In all cases where the contract is terminated by the contractor or the developer and provided that by that time works worth less than three quarters (3/4) of the original contract amount have been performed without revision, as well as in cases where the contract is terminated at the request of the contractor, the contractor is paid, in addition to the value of the work performed:

   a) The value of the materials presented or in the process of production or supply. The value of the materials is paid if the production or supply was ordered or required from the work schedule in combination with the special conditions of the specific project, which require the production, production or supply of materials.

   b) The value of the unamortized part of the premises. This value is paid only in the case of the facilities actually necessary for the project, after taking into account their use by the contractor in other projects or the culpable omission of their use.
(1/1) and after deducting the value of the work performed, as well as the materials and the non-depreciable part of the installations whose compensation is recognized in this case. In determining the compensation, all relevant conditions are taken into account, in particular the size of the project, the time of release of the contractor and the benefit of the contractor from another job under the terms of the last paragraph of article 700 of the Civil Code.

2. The above compensation, as well as the compensation for the presumed benefit of the contractor is proposed by the project acceptance committee and is determined by a decision of the supervisory authority during the approval of the acceptance protocol.

Article 164
Substitution

1. The substitution of the contractor by a third party in the construction of part or all of the project (assignment of the project) is possible only under the conditions of case d’ of paragraph 1 of article 132. Substitution is prohibited, without the approval of the Chief Authority, which decides after request of the contractor and proposal of the Managing Authority.

If the contracting authority finds that the replacement of the contractor has taken place without approval, it declares the contractor suspended, after the opinion of the competent Technical Council. Subcontracting by the contractor of specific works of the project is not considered a substitution.

2. In any case of substitution, the contractor is responsible together with the substitute in its entirety to the developer, the project staff and any third party. Exceptionally, the substitution may be approved by relieving the contractor of his responsibility to the developer, if this is imposed by the interest of the project and the contractor is in an obvious inability to complete the project.

3. In order to approve the replacement by discharge from the responsibility of the original contractor, the contractor’s application shall specify the part of the contract for which the discharge replacement is requested and the certification after which all payments will be made directly to the new contractor. Along with the application, a statement is submitted by the new contractor that he accepts the content of the application, in accordance with the provisions of this article. The decision approving the substitution with exemption determines the part of the contract for which the substitution applies, if the substitution is not made for the
the cases of this paragraph, the substitute of the contractor from now on assumes position of contractor and assumes all the responsibilities for the whole project or for the parts of the project that are determined by the decision approving the substitution with release from the responsibility of the original contractor. It also undertakes the obligations of the original contractor to the staff who worked on the project during the last three (3) months before the replacement. The guarantees in the name of the original contractor or their part defined by the approval decision are returned, after new equal guarantees have been submitted by the new contractor. Only after this deposit occurs the original contractor is released from his responsibility.

4. In case of a contractor consortium requesting the replacement of a member, the consent of all members of the consortium is required and otherwise the previous paragraphs apply accordingly.

5. In each case of substitution, an announcement is made to the M.E.P. to be taken into account at the discretion of the transferring company, in accordance with the relevant provisions.

SECTION 4
SUPERCONTINUOUS DEATH BANKRUPTCY

Article 165
Subcontracting during execution

1. When a project lease contract is concluded between the public works contractor and another contractor, for the construction of part of the project undertaken by the contractor (subcontracting), the subcontractor is considered "approved" with the consequences hereof, after approval of the developer. or the carrier when the following conditions are met:

a) The subcontractor has the corresponding qualifications for the execution of the project he undertakes and belongs to a class and category of project, corresponding to the amount of the project lease contract and

b) The contractor, before the installation of the subcontractor in the project has notified to the developer or the construction company the subcontracting contract.

The contractor must maintain a percentage of at least seventy percent (70%) of the amount of his contract value, initial and supplementary, with the developer or the
The developer or the construction body may, by their decision, issued within an exclusive period of fifteen (15) days from the above notification, not approve this subcontracting.

When signing the execution contract, the contractor must present the subcontracting contract. The Managing Authority may grant a deadline to the contractor and upon request, for the submission of the subcontracting contract with the originally proposed subcontractor or another who has the necessary qualifications at the discretion of this service, if there is a serious reason. The Managing Authority is obliged to initiate the process of dismissal of the contractor, if it does not finally conclude the subcontracting contract.

2. The approval of the subcontract has the following consequences:

a) The amount of the subcontracting contract, as it results in particular from the invoices issued by the subcontractor to the contractor, is taken into account for the calculation of the experience.

b) For the amount of the subcontracting contract, the contractor is not entitled to a certificate of experience for use in the M.E.P., while the executives of the contractor are entitled to a certificate of experience, which for the development in the M.E.K. supervision.

Article 166
Terms and procedure of subcontract approval

1. For the recognition of a subcontractor as approved, with the consequences of par. 2 of article 165, a joint application of the contractor and the subcontractor is submitted to the Managing Service together with an original contract and a file of supporting documents, according to par. 2. The subcontracting agreement must the works or the part of the project undertaken by the subcontractor are specifically mentioned, as well as the value of the subcontracting contract.

2. Does the dossier accompanying the application referred to in paragraph 1 contain in particular the following?

a) Legal documents documenting the details of the parties and the validity of the acts, such as the current statutes, decisions of boards of directors, authorizations, etc..
If it is an individual contractor registered in the M.E.P., the name, the valid professional address and the registration number in the M.E.P. and the class and categories of projects in which it is written and the certificate of registration in the M.E.P. in plain copy.

bb) If it is a contractor with legal personality registered in the M.E.P., the full name and distinctive title of the company, the current address, the registration number in the M.E.P. and the class and categories of projects in which it is registered, as well as the name, current address, profession and capacity of the natural person, who is authorized to sign the subcontracting agreement and the details of the decision of the institution, the which binds the company according to its articles of association, for the execution of the project under subcontracting and the certificate of registration in the M.E.P. in plain copy.

c) If it is a construction company based outside Greece, not registered in the M.E.P., the data of cases aa) and bb) and instead of the data of registration in the M.E.P., the data that prove that it is about a contractor company which may, in accordance with the law of its registered office, participate in auctions and undertake the execution of public works, the order and category of the specific project mentioned in the subcontracting agreement.

d) Certificates proving that the subcontractor is not under bankruptcy, liquidation, compulsory management or in the case of a company established outside Greece, in any similar situation arising from a similar procedure provided by the legislation of its headquarters.

d) Certificates proving that the following persons have not been convicted by an irrevocable court decision for offenses that deprive them of the right to participate in an auction, as defined each time in the tender announcement of the specific project. These certificates must have been issued by the competent prosecutor’s office or the corresponding public authority (on companies based outside Greece, not registered in the M.E.P.) and concern the following natural persons:

aa) on a sole proprietorship, to the person to whom it belongs.

bb) on a personal company, to the managers,

cc) on Ltd. to managers,

dd) on SA to the Chairman of the Board and the Chief Executive Officer.
e) Responsible statement of the legal representative of the subcontractor that he was not fined for disciplinary misconduct which deprives him of the right to participate in an auction.

f) Certificates from the competent social security organizations (certificates of insurance awareness), from which it is proved that he has fulfilled his obligations regarding the payment of social security contributions, in accordance with the current Greek legislation or the legislation of the country where he is established.

g) Certificates from the competent tax authorities (certificates of tax awareness), from which it is proved that he has fulfilled his obligations related to the payment of taxes, in accordance with the applicable Greek legislation or the legislation of the country where he is established.

3. Contractors holding "degree awareness" in force do not provide any of the above supporting documents for the issuance of degree awareness.

4. The decision to approve or not to conclude the contract of the previous paragraph is taken by the managing department, within the exclusive period of fifteen (15) days defined in paragraph 1 of article 165. If during the examination of the application shortcomings are found, invite the contractor to complete them. In this case, the above deadline may be suspended, until the deficiencies are completed and the missing supporting documents are submitted. Until the approval or until the expiration of this deadline, the subcontractor is not allowed to participate in the construction of the project.

5. The managing authority, with special justification, may not approve the establishment of the subcontract, and the reasons for non-approval may be based only on substantiated data, mainly from the service of the register of contractors, on the capacity and reliability of the contractors. companies, for the good and timely construction of the project agreed as the subject of the subcontracting. This decision of the managing department, on the non-approval of the subcontracting recommendation, is issued only within the exclusive period of paragraph 1 of article 165 and is immediately notified to the contractor and subcontractor, in accordance with the provisions of article 143, as well as to the superior authority, together with a simple copy of the submitted subcontracting agreement.

If the approval of the subcontractor is made automatically due to the expiration of the deadline of paragraph 1 of article 165, the Managing Service must, within ten (10) days from the written request of the contractor, issue a relevant certificate for the undertaking of the project by the subcontractor, for use before the competent
Article 167
Bankruptcy, death

1. If the contractor goes bankrupt, the contract is automatically terminated.

2. In case of bankruptcy of one or some of the members of the consortium, the provisions of this paragraph shall apply.

If there are two members of the consortium and one goes bankrupt, the consortium is considered dissolved with respect to the developer and the contract is compulsorily continued for the whole project by the other member alone, who assumes all rights and responsibilities towards the developer. The obligations of the insolvent member arising from the contract. If there are more than two members of the consortium, the consortium is continued against the developer by the other members. Claims or liabilities of the member or consortium that continues the work towards the bankrupt member are judged according to the provisions of bankruptcy law. This paragraph shall apply mutatis mutandis in the event of the bankruptcy of two or more members of the consortium.

3. If the contractor is a sole proprietorship and the person who carries it dies, the contract is automatically terminated, unless approved by the superior authority the completion of the work by the heirs, who in this case assume all the obligations and rights of the contractor. The approval is made at the request of the heirs which must be submitted within a subversive period of thirty (30) days from the death of the contractor.

4. In the event of the death of one or more natural persons who participated in the joint venture with their sole proprietorship, the provisions of this paragraph shall apply. If members of the consortium were two natural persons who participated in it with their sole proprietorships and one dies, the consortium is considered dissolved with respect to the developer and the contract is continued for the entire project by the other member who undertakes against the owner of the project all the rights and obligations of the deceased. The relations arising from the contract between the heirs of the deceased and the other member of the consortium are regulated by the provisions of the Civil Code. If there were more than two members of the consortium,

SECTION 5
COMPLETION AND RECEIPT OF THE PROJECT
When the deadline for completion of all or parts of the project expires, the supervisor or the authorized supervisory body shall report to the managing service, within ten (10) days from the expiration of the approved completion time, if the projects have been completed and have been satisfactorily the tests provided for in the contract or if the projects have not been completed, in which case it shall specify the work to be performed. If the works have been completed, the head of the managing service, within ten (10) days from the receipt of the above report, issues a certificate for the day the works were completed (certificate of completion of the work) which notifies the contractor without delay. If the certificate is not issued within the above deadline, then it is considered that it has been issued automatically thirty (30) days after the submission by the contractor of the relevant written notice and the disciplinary bodies of the construction body are imposed the disciplinary penalties provided in par. the contractor and before the expiration of the deadlines if he has completed the projects. In this case, the procedures of the first subparagraphs of this paragraph shall apply accordingly. The certificate of completion of the works does not replace the receipt of the works, which is carried out in accordance with the provisions of the following articles. The issuance of the certificate can be requested by the contractor before the expiration of the deadlines if he has completed the projects. In this case, the procedures of the first subparagraphs of this paragraph shall apply accordingly. The certificate of completion of the works does not replace the receipt of the works, which is carried out in accordance with the provisions of the following articles.

2. If in the completed works only insignificant deficiencies are found that do not affect the functionality of the project, the head of the managing department, notifies by order to the contractor the deficiencies that have been pointed out and sets a reasonable deadline for their restoration. In this case the certificate of completion is issued after the timely restoration of the deficiencies and states the time when the project was completed, without taking into account the time of restoration.

3. If the work has not been completed or the deficiencies found are not insignificant or if the contractor has not completed the insufficient deficiencies within the
After the issuance of the certificate of completion of works, the Managing Authority prepares and transmits to the service responsible for declaring the expropriation of the properties used for the project, a list and topographic diagram of the expropriated properties that were not used for the project, in order to move procedure of their return to their previous owners or their free disposal, according to article 12 of law 2882/2001.

As added with Par.2 Article 55 LAW 4663/2020 with effect on 12/2/2020

See the evolution of the paragraph

**Article 169**

**Administrative receipt for use**

1. At any time and before the temporary acceptance, the project or its independent parts that have been completed can be put into use, after a relevant administrative acceptance.

2. The administrative receipt is made with a protocol between the head of the managing service, the supervisor, the representative of the maintenance service if it has been determined and the contractor. If the project is delivered for use in a service other than its manufacturer, a representative of this service also participates in the protocol. If the representative of the maintenance body or the contractor is called and does not attend or refuses to sign the protocol, this is drawn up by the others, with a relevant reference on a case by case basis and this is notified competently. The protocol includes a mention of the project or parts delivered for use and a brief description of the status of the work.

3. The administrative receipt for use according to the previous paragraph is made immediately after the completion of the works of the project or its independent parts, if this is provided by the contractual documents. If there is no such provision, the administrative acceptance can be made after a decision of the managing department.

4. If the contract provides for the execution of the works in parallel with the use of the project, no administrative acceptance is required. The same applies if the parallel use arises from the nature of the work. In these cases, the project may be administratively accepted after a relevant decision of the directorate.

5. The administrative acceptance for use does not replace the provisional and final acceptance of the project.
After the confirmation of completion of the works, the project is temporarily received. With the temporary receipt, the works are controlled quantitatively and qualitatively. The works of the supplementary contracts are received together with the works of the original contract.

2. The temporary acceptance is carried out within six (6) months from the confirmed completion of the project, ie from the date that in the relevant certificate is stated as the date that it was completed or, in the case of par. 2 of article 168, from the date of issuance of the relevant certificate completion of the works, if submitted by the contractor, within two (2) months from the above dates, the final measurement and the project register, which includes the basic elements of the project "as constructed". If the final measurement and the project register are submitted by the contractor later, the above deadline for the receipt starts from the submission of the final measurement and the project register.

If the final measurement and the project register are not submitted by the contractor, the deadline for the receipt starts from the notification to the contractor of the final measurement prepared by the service. If the receipt is not carried out or the protocol is not approved within the above deadlines, the receipt is considered to have taken place automatically thirty (30) days after the submission by the contractor of a relevant special notice for its execution and are imposed on the responsible bodies of the construction company of the project the disciplinary penalties provided in par. 3 of article 141. If the contractor does not attend the receipt or signs "with reservation" the relevant protocol, the receipt is considered to have taken place automatically sixty (60) days after the submission of a special notice.

By decision of the Minister of Infrastructure, Transport and Networks, the content of the "project register", the issues, the reports, the plans, the tables, the electronic data and the other data that accompany it, as well as the format of these data are determined. A presidential decree issued on the proposal of the same Minister determines the sanctions imposed on the contractor in case of non-submission of the register, the procedure for imposing sanctions, the competent bodies, as well as any other relevant issue.

3. The temporary authority appoints the acceptance committee to carry out the temporary acceptance, after the Managing Authority has previously announced the completion of the work and the submission or drafting of the final measurement. The committee has three members, but when it comes to important projects, up to four (4) additional members can be appointed to include technicians of various
department. When the body to use the project is other than the service that constructed it, the superior authority may include on the committee members nominated by the body to use the project. The members of the committee are technical staff who have corresponding experience and ability and are selected by lot, according to the electronic system of paragraph 6 of article 118. The receiving committee meets and carries out the collection at the initiative and responsibility of its chairman. A protocol is drawn up for the receipt, which is signed by all the members of the committee, by the last supervisor who is present during its execution and by the contractor who delivers the project. If there is an inability to sign by the Chairman or a member of the committee or the supervisor, the protocol is signed by the others with a relevant mention of the reasons for the inability to sign. The receipt committee meets and carries out the receipt on the initiative and responsibility of its chairman. A protocol is drawn up for the receipt, which is signed by all the members of the committee, by the last supervisor who is present during its execution and by the contractor who delivers the project. If there is an inability to sign by the Chairman or a member of the committee or the supervisor, the protocol is signed by the others with a relevant mention of the reasons for the inability to sign. The receipt committee meets and carries out the receipt on the initiative and responsibility of its chairman. A protocol is drawn up for the receipt, which is signed by all the members of the committee, by the last supervisor who is present during its execution and by the contractor who delivers the project. If there is an inability to sign by the Chairman or a member of the committee or the supervisor, the protocol is signed by the others with a relevant mention of the reasons for the inability to sign. The receipt committee meets and carries out the receipt on the initiative and responsibility of its chairman. A protocol is drawn up for the receipt, which is signed by all the members of the committee, by the last supervisor who is present during its execution and by the contractor who delivers the project. If there is an inability to sign by the Chairman or a member of the committee or the supervisor, the protocol is signed by the others with a relevant mention of the reasons for the inability to sign.

4. The receiving committee receives the project quantitatively and qualitatively, checks the measurements as much as possible, with general or sporadic measurements, records in the protocol the quantities of the final measurement, as corrected by the checks made, without being bound by the contents of the final summary measurement a table, in which it can intervene, justify the changes in the assets and write its observations on works carried out in excess of the approved quantities or by modifying the approved drawings. The committee shall also monitor the quality of the work as far as possible and shall record in the minutes its observations, in particular on work which is considered to be rejected or defective; essential or insignificant that need to be restored or accepted but at a reduced price. Only works that do not affect the functionality of the project, the safety of users and do not violate the terms of licensing of the project are considered insignificant.
The contractor is invited to attend the receipt, in accordance with cases b and c of paragraph 1 of article 143. The collection is done legally and without the presence of the contractor if he has been invited to attend. In the latter case, as in the case where the contractor refuses to sign the protocol, the protocol shall be notified to him, in accordance with the provisions of paragraph 1 of Article 143. The protocol shall be deemed to be an act of the managing authority and of paragraph 1 of Article 174, calculated by its reservation signature or by notification to the contractor. The temporary acceptance is completed with the approval of the protocol by the superior authority.

The protocol must be drawn up in each case.

In case the committee finds the existence of rejected or defective essential works, it draws up the protocol of temporary acceptance, according to par. 4 and proposes the postponement of the acceptance until the restoration of the mentioned works. This protocol is signed by the committee and the contractor and forwarded with the views of the Managing Authority on the contractor’s objection to the superior authority which examines the protocol and the objection and issues the relevant decision. This decision is notified without delay to the contractor, together with a special order of the Directorate for Restoration and is obliged to restore the rejected or defective work within a certain period of time. From the date of notification of the special order to the contractor, the deadline for automatic approval of the temporary receipt is suspended. After the expiration of this time or if the contractor notifies that he has resumed these works, the Executive Office shall immediately inform the chairman of the receiving committee, who shall immediately invite the receiving committee which shall draw up within a reasonable time and in any case not more than fifteen days. signs jointly with the contractor additional protocol. The Supplementary Protocol forms an integral part of the original Protocol and is forwarded to the Contracting Authority for approval by the Chief Authority, which approves it within one month of its submission. After the expiration of this time or if the contractor notifies that he has resumed these works, the Executive Office shall immediately inform the chairman of the receiving committee, who shall immediately invite the receiving committee which shall draw up within a reasonable time and in any case not more than fifteen days. signs jointly with the contractor additional protocol. The Supplementary Protocol forms an integral part of the original Protocol and is forwarded to the Contracting Authority for approval by the Chief Authority, which approves it within one month of its submission.
Additional Protocol.

The Supplementary Protocol forms an integral part of the original Protocol and is forwarded to the Contracting Authority for approval by the Chief Authority, which approves it within one month of its submission. Who immediately invites the receiving committee which draws up within a reasonable time and in any case not more than fifteen days and signs together with the contractor the additional protocol. The Supplementary Protocol forms an integral part of the original Protocol and is forwarded to the Contracting Authority for approval by the Chief Authority, which approves it within one month of its submission. Who immediately invites the receiving committee which draws up within a reasonable time and in any case not more than fifteen days and signs together with the contractor the additional protocol. The Supplementary Protocol forms an integral part of the original Protocol and is forwarded to the Contracting Authority for approval by the Chief Authority, which approves it within one month of its submission.

In case a committee finds the existence of rejected or defective insignificant works, it draws up the protocol of temporary acceptance, in accordance with paragraph 4 and receives the project with acceptable defective works but with a reduction of their price.

6. The provisions of this article shall apply mutatis mutandis to the receipt of parts of completed works and may be used independently, where this is provided for in the contract, as well as in all cases where a contract does not continue, such as in cases of dissolution and discount.

7. A necessary element for the temporary receipt of any public project is the Safety and Health File (FAY), according to the decision DEEPP / oik.433 / 19.9.2000 B' 1176) of the Deputy Minister of Environment, Spatial Planning and Public Works Works.

8. The Contractor shall also draw up an estimate file of the regular maintenance and operation costs, based on the project register and operation and maintenance manuals, relating to damage due to normal use of the project.

Article 171

Mandatory maintenance time of the works

1. The warranty period, during which the contractor bears the risk of the project and is obliged to maintain it, in accordance with paragraph 1 of Article 157 and paragraph 2 of Article 172 and after the expiration of which the final acceptance takes place, is generally defined in fifteen (15) months, subject to the provisions of the contract documents in the event that the criterion for the award of the contract
In completely special cases, the contract documents may specify a longer warranty period, possibly with a special consideration, but not longer than three (3) years. For projects with an auction budget of up to 250,000 euros without VAT, if the nature of the works allows it or for projects that do not mean their long-term maintenance, the contract issues may specify a warranty period of less than fifteen (15) months. The warranty period starts from the confirmed completion of the works if within two (2) months from it the final measurement is submitted by the contractor, otherwise from the date it was submitted or in any other way the final measurement was prepared.

2. During the warranty and mandatory maintenance period, the contractor is obliged to regularly inspect the projects, to maintain them in satisfactory condition and to repair any damage. Works for the restoration of theft, theft or vandalism from use, as long as they are not due to poor quality of the project are performed with the approval of the service and the cost is reimbursed to the contractor or these works are performed by the service.

If the contractor fails to fulfill its obligations for the maintenance of the works during the warranty period, the necessary work can be performed by the service in any way to the detriment of the liable contractor or as otherwise provided in the contract documents. Maintenance work and actions are recorded in a special issue, the format of which and the frequency of recording are provided in the contract issues or agreed with the managing service.

**Article 172**

**Final delivery**

1. The provisions on the provisional acceptance of paragraphs 3, 5 and 6 of Article 170 shall apply to final acceptance as regards the corresponding procedures for the subject of final acceptance.

2. The final receipt is made after the temporary and after the passage of time mandatory maintenance by the contractor. It must be made within two (2) months from the expiration of the warranty period, according to article 171. If the final acceptance is not made within this deadline, it is considered that it has been done automatically sixty (60) days after the submission by the contractor of a relevant special notice for its execution and the disciplinary penalties provided in par. 3 of article 141. are imposed on the guilty bodies of the construction body of the project.
After the final receipt of the project, the contractor is responsible according to the provisions of the Civil Code. In cases of special projects, the contract documents may define additional responsibilities or obligations of the contractor after the final receipt.

5. The provisions of the previous paragraph and par. 3 of article 178 apply whether the final acceptance is actually carried out or is done automatically.

6. The effect of the final receipt is the starting point of the statute of limitations of the contractor's claims from the contractor that have not already expired, according to the more specific provisions of this law.

7. If the receipt is made automatically and there are subsequent differences in the quantities of work performed, the contractor is obliged to return the contractor's consideration paid for this work.

8. A necessary element for the final receipt of any public project is the Safety and Health File (FAY).

**Article 173**

**Depreciation of contractor rights**

Without prejudice to shorter deadlines provided in this law, the general rights of the contractor from the contract are amortized and any of these claims are barred, if they are not exercised, upon request to the management, within a period of four (4) months from the appearance of their root cause.

**SECTION 6**

**DISPUTE RESOLUTION**

**Article 174**

**Administrative settlement of contractual disputes**

As amended by Article 20 LAW 4491/2017 with effect on 13/10/2017

See the evolution of the article

1. An objection may be raised against the executing acts or omissions of the managing service, which infringe for the first time the contractor's right. The objection is addressed to the Minister of Infrastructure and Transport or, as the case may be, in accordance with the provisions in force, a competent decision-making body, and is served on them by a bailiff within a reversible period of two (2) months from the notification of the act or the effect of the omission. , unless otherwise
An objection is also lodged against decisions or acts of the superior authority or the developer, if these decisions or acts cause disagreement for the first time. In the latter case, the time limit for filing an objection starts from the notification of the decision or deed to the contractor. The managing authority or the superior authority must, when issuing their acts or decisions, mention the possibility of lodging an objection, the subversive deadline for its exercise, the decision-making body, as well as the consequences of its non-exercise, as provided in subparagraph a) of paragraph 2 of article 175 hereof.

As amended by Article 20 LAW 4491/2017 with effect on 13/10/2017
See the evolution of the paragraph

2. The objection examines both the legality of the act or omission and the substance of the case. The Minister or, as the case may be, in accordance with the existing provisions, a competent decision-making body is obliged to issue and notify his decision within three (3) months from the filing of the objection, following a reasoned opinion of the Technical Council.

As amended by Article 20 LAW 4491/2017 with effect on 13/10/2017
See the evolution of the paragraph

3. The objection must state the act or omission against which it is directed, a brief history of the contract and the dispute, the reasons on which the appellant bases his views and certain requests.

As amended by Article 20 LAW 4491/2017 with effect on 13/10/2017
See the evolution of the paragraph

4. The objection shall be accompanied by a copy of the contested act, if it has been notified.

As amended by Article 20 LAW 4491/2017 with effect on 13/10/2017
See the evolution of the paragraph

5. The managing department or the supervisory authority, as the case may be, are obliged within twenty (20) working days from the filing of the objection to submit to the Technical Council their views on it and the case file, which includes their contract documents or copies. This omission constitutes a disciplinary violation and the disciplinary penalties provided for in Article 141 are imposed. The contractual documents may also be submitted by the person submitting the objection.
The developer can also file an objection, if it is not the State and the superior authority does not belong to the developer. If the responsibility for the decision on objections is exercised by a body of the developer, on objections of the previous paragraph is decided by the Minister who supervises the developer and if there is no supervision, the Minister of Infrastructure and Transport.

As amended by Article 20 LAW 4491/2017 with effect on 13/10/2017
See the evolution of the paragraph

7. If the State is not the owner of the project, a copy of the objection is served on the contractor within ten (10) days from its exercise. The counterparty within a subversive period of fifteen (15) days may submit his objections to the decision body. Failure to submit objections does not constitute a presumption of acceptance of the pleas raised in the objection, which the person concerned may for the first time rebut in Court.

As amended by Article 20 LAW 4491/2017 with effect on 13/10/2017
See the evolution of the paragraph

8. In the cases of the previous paragraph, the person who submitted the objection is obliged to submit to the decision-making body a certified copy of the proof of timely service of his objection to the counterparty. The submission of this copy is made within ten (10) days from the service of the objection to the counterparty. Objections in this case are not submitted for discussion to the competent Technical Council before the deadline of the previous paragraph for submitting objections. Objections are discussed together with the objection, with which any objections opposing the same issue are discussed and examined. If objections are raised,

As amended by Article 20 LAW 4491/2017 with effect on 13/10/2017
See the evolution of the paragraph

9. In order to discuss the objection in the Technical Council, the service responsible for the proposal, in consultation with the Secretariat of the Council, invites the contractor to attend, at a certain day and time and in any case not earlier than ten (10) days from the service of the invitation, in person or by a duly authorized representative at the meeting of the Council, to support his views and to provide any relevant information or clarification to be requested by the members of the Council. The invitation is served with a receipt to the contractor or his representative, by public body or by fax (FAX). A copy of the objection is sent to the
10. If the contractor, although summoned, is not present himself or with a representative, a reference shall be made to the minutes of the Council and the Council shall proceed to examine the objection without his presence. The same applies when the developer is invited and does not appear, who has objected or objected.

As amended by Article 20 LAW 4491/2017 with effect on 13/10/2017
See the evolution of the paragraph

11. The examination of the objection begins with the oral presentation of the written recommendation of the competent department to the Council. The proposal first examines the timing of the objection, its performance to the counterparty, in cases where such performance is required, as well as the counterparty's objections, if any objections have been submitted. It then examines the merits of the objection, depending on the reasons contained in it and the relevant requests. If the objection has a financial object, the proposal includes an assessment of it. The oral development of the presentation is followed by a discussion for the full information of the members of the Council in the case. The one who lodged the objection and the one who may have objected is then called to be heard. The President of the Council shall determine the order of the hearing or the possible simultaneous hearing. When the interested parties leave, the discussion continues by the council, which after the end of the discussion gives a reasoned opinion, within ten (10) days at the latest, on the case.

As amended by Article 20 LAW 4491/2017 with effect on 13/10/2017
See the evolution of the paragraph

12. If the objection is rejected in whole or in part or if the three-month period referred to in paragraph 2 has elapsed without action, the person who lodged the objection may appeal to the competent court in accordance with Article 175. after the end of the quarter, does not postpone the beginning of the deadline for filing an appeal. If the relevant official bodies do not submit the draft decision on the objection to the Minister or the decision-making body, as the case may be, by the second ten days of the third month, the disciplinary penalties provided for in Article 141 shall be imposed.

As amended by Article 20 LAW 4491/2017 with effect on 13/10/2017
13. If the objection is timely, the Minister or the decision-making body, as the case may be, may issue and notify his decision after the expiration of the deadline referred to in paragraph 2, but certainly not more than one year after its expiration, if the deadline has not expired. For the appeal or a relevant appeal has been filed in due time and it has not been discussed in the Court. The decision of the Minister or the decision-making body issued in accordance with this paragraph shall not be subject to any legal remedy and shall be enforceable only if accepted by the person who submitted the objection and waives the right to appeal and any appeal lodged. Acceptance can be made within a reversible period of one (1) month from the notification to the contractor of the relevant decision.

As amended by Article 20 LAW 4491/2017 with effect on 13/10/2017
See the evolution of the paragraph

14. Where the Minister of Infrastructure and Transport is mentioned in this article, it means the other authorities, which decide on objections, without prejudice to the second subparagraph of paragraph 6.

As amended by Article 20 LAW 4491/2017 with effect on 13/10/2017
See the evolution of the paragraph

15. The deadlines of this article, which include the deadlines set in the bodies of the employer and the administration, are suspended during the month of August.

As amended by Article 20 LAW 4491/2017 with effect on 13/10/2017
See the evolution of the paragraph

Article 175
Judicial dispute resolution

As amended by Article 21 LAW 4491/2017 with effect on 13/10/2017
See the evolution of the article

1. Any dispute between the parties arising from the public works contract, regardless of the nature of the contract as administrative or private law, is resolved by bringing an action or lawsuit in the administrative court of the district where the work is performed. Extension of jurisdiction is not allowed. If the project is carried out in the district of two or more administrative appeals, the one chosen by the plaintiff or the plaintiff becomes competent.
The appeal must be preceded by an appeal before the administrative court of appeal, according to Article 174, otherwise the appeal is rejected as inadmissible.

It is not required to observe a preliminary ruling if the action is brought by the interested party, in the petition of which there is no request for annulment or amendment of an administrative act or omission.

As amended by Article 21 LAW 4491/2017 with effect on 13/10/2017
See the evolution of the paragraph

3. The case is being heard in court as soon as possible. Especially for public projects with a budget of more than 500,000 euros, the defendant for the discussion of the case is determined within six (6) months at the latest. The parties are required to present all the evidence at the first hearing. The court also takes into account evidence that does not meet the requirements of the law. If the case file is not sent to the administrative court of appeal by the Administration, the hearing is postponed to a new court, during which the case is discussed based on the information provided by the plaintiff or the plaintiff, if he so requests.

As amended by Article 21 LAW 4491/2017 with effect on 13/10/2017
See the evolution of the paragraph

4. The discussion and the conduct of the proof are completed in a trial. Sworn certificates before a justice of the peace or notary or consul are considered only if they have been given after summoning the other party at least three (3) working days before the certificate and, if they are to be given abroad, at least eight (8) days before it. The decision is issued as soon as possible and speculation is enough. The decisions of the administrative court of appeal are immediately enforceable.

As amended by Article 21 LAW 4491/2017 with effect on 13/10/2017
See the evolution of the paragraph

5. An appeal against the decisions of the Administrative Court of Appeal before the Council of State is allowed for the legal grounds provided for the appeal. If, from the execution of the judgment, there is a risk of damage that is difficult to repair, the execution of the contested decision, in whole or in part, may be ordered at the request of one of the parties, with the condition of providing a corresponding guarantee or without guarantee or its execution decision by providing a guarantee from the winning party. The competent part of the Council of State, which consists of three (3) members, which must include the rapporteur of the case, decides on the application, meeting as a council, without a mandatory summoning of the parties. The decision of suspension may be revoked in the same way.

As amended by Article 21 LAW 4491/2017 with effect on 13/10/2017
6. If the developer or the construction company files an appeal, at the request of the contractor, a compromise can be made until it is adjudicated. For the compromise, a decision is issued by the Minister of Infrastructure and Transport or the competent body of the bodies that perform public works, after the opinion of the competent Technical Council. Upon acceptance by the contractor, the developer or builder waives the appeal.

As amended by Article 21 LAW 4491/2017 with effect on 13/10/2017
See the evolution of the paragraph

7. If the contractor of the project is a consortium, the appeal is filed either by itself or by all its members, among whom in this case there is a forced joint litigation.

As amended by Article 21 LAW 4491/2017 with effect on 13/10/2017
See the evolution of the paragraph

Article 176
Dietary dispute resolution

1. In the documents of the contract, after the opinion of the competent technical council, a clause on the arbitral settlement of any dispute that arises regarding the application, interpretation or validity of the Contract may be approved and included.

2. By way of derogation from the provisions applicable to public arbitration and after consultation of the competent technical council, the Convention shall establish rules governing the appointment of arbitrators, the applicable arbitration rules, the seat of the arbitral tribunal (or body), the Arbitrators’ fees (unless specified in the applicable arbitration rules), the language in which the arbitration will take place and any other relevant matters.

3. The arbitral award shall have a full, specific and detailed reasoning, shall be final and irrevocable and shall not be subject to any ordinary or extraordinary appeal, except for the action for annulment of an arbitral award, in accordance with Articles 897 to 900 of the Code of Civil Procedure. it needs to be declared by the ordinary Courts, and the opposing parties undertake to comply immediately with its terms.

4. The conduct of arbitration shall be subject to the Rules on Transparency in the Treaty based on Investor-State Arbitration of the United Nations Commission on International Commercial Law (UNCITRAL), the provisions of which shall apply. arbitration rules laid down in accordance with the preceding paragraph.
By way of derogation from Article 8 of the Regulation of par. 4, by joint decision of the Infrastructure, Transport and Networks and Justice, Transparency and Human Rights, the depositary authority for the publication of the information provided in these rules and every detail regarding keeping and accessing this information.

SECTION 7
SELF-CONFIDENCE

Article 177
Execution of tasks with self-supervision

1. The execution of tasks with self-supervision, when the relevant conditions of case b' of article 134 are met, is decided by the superior authority after a suggestion of the managing department. This decision shall take into account in particular the scientific or artistic nature of the works, and their exceptional finesse with regard to the archaeological works, the structure of the services, the existing technical staff, the available mechanical equipment and the general economy of construction. The Managing Authority appoints a technical staff member or an employee with a specialty related to the physical object of the project, as supervisor and other employees as assistants if required. An indicative schedule, budget and detailed construction plan are prepared with the care of the service.

2. The required number of personnel and machinery, the quantities of materials, the manner and pace of employment of personnel, consumption of materials, hire and use of machinery and all other data necessary for the execution of the project are approved by the managing department. The number of construction machines whose purchase is necessary for the construction of the project is approved by the superior authority which also approves the way of exploitation of the machines after their use in the project. In the case of archeological works, the required personnel is approved by the superior authority.

3. The required staff shall be recruited in accordance with the relevant provisions in force for the manufacturer. Required staff can also be provided or hired by the developer, in accordance with the provisions in force. This staff may include staff and technical staff of any specialty necessary for the construction and technical and financial management of the project.

4. From the appropriations available for the project are paid, on the basis of legal supporting documents, all expenses incurred for the project such as salaries, wages and related employer charges of the staff of the previous paragraph, expenses for the supply of machinery and equipment, or the value of the materials
and the costs of sorting, storing, transporting and using them, machinery rents, insurance premiums and their operating costs, fees for the provision of services, costs of renting housing and compensation for subcontracting work with or without materials (invoice).

5. For the purchase of materials and machinery, the leasing of mechanical equipment or the execution of transports, the corresponding provisions that govern the construction operator each time shall apply. The provisions of this Book apply to the appointment of contractors for individual works included in the accounting execution. The provisions governing the construction company apply to the appointment of contractors for the provision of individual services to third parties.

6. During the execution of a project with self-determination, a diary is kept under the responsibility of the service, proportional to the one required for any accounting execution of works of par. 9 of article 154.

7. For the works that are performed with self-supervision, a measurement of them and a report of the expense is prepared. The provisions of Articles 170 and 172 shall apply mutatis mutandis to their receipt.

8. In the case of an archeological project, the head of the managing service may directly award contracts for research, studies, project supervision services or in general the provision of independent engineering services, provided that the cost of the relevant contract does not exceed, per study category, research or independent service, the amount of fifteen thousand (15,000) euros including legal VAT. In such cases, no relevant provisions apply.

SECTION 8
SPECIAL PROVISIONS

Article 178
Project Specifications and Regulations

1. For the observance and application of the specifications and regulations of par. 8 of article 54, the competent bodies of the Ministry of Infrastructure, Transport and Networks are allowed to carry out inspections at the place of production of the materials or construction of the project and in the means of transport of materials. In case of violation, these bodies draw up a report and if the unsuitability of the materials is found, they confiscate them from whoever they belong to. For the violations of this article, the technical employees of the Ministry of Infrastructure, Transport and Networks are considered investigative employees and are subject to their duties related to this competence to the Public Prosecutor of Misdemeanors.
2. Violation of the provisions of this article and the regulatory decisions issued with its authorization shall be prosecuted and punished, in accordance with the provisions of article 458 of the Penal Code. In addition, the violators shall be fined by a decision of the Minister of Infrastructure, Transport and Networks, which may not be less than eight hundred and eighty (880) euros and more than seventy-three thousand and five hundred (73,500) euros in total in case of control, if for infringement or violations of regulations or mandatory specifications relating to the manner of construction of public or private works, in accordance with the relevant contracts and approved studies or to the quality, composition and processing, transport, use and control of construction materials of projects. In case the violation affects or can, reasonably, substantially affect the basic requirements that must be met by the building materials and works, in accordance with the provisions of p.d. 334/1994 (Α' 176), especially mechanical strength, stability, fire safety, hygiene, health and environment or safety of use, the fine may not be less than fifteen thousand (15,000) euros for each of these infringements, totaling up to the above limit in the case of control. The amount of the fine is scaled according to the gravity of the violation found. These amounts of the fine are increased by a decision of the Minister of Infrastructure, Transport and Networks. according to the provisions of p.d. 334/1994 (Α' 176), especially mechanical strength, stability, fire safety, hygiene, health and environment or safety of use, the fine may not be less than fifteen thousand (15,000) euros for each of these infringements, totaling up to the above limit in the case of control. The amount of the fine is scaled according to the gravity of the violation found. These amounts of the fine are increased by a decision of the Minister of Infrastructure, Transport and Networks. according to the provisions of p.d. 334/1994 (Α' 176), especially mechanical strength, stability, fire safety, hygiene, health and environment or safety of use, the fine may not be less than fifteen thousand (15,000) euros for each of these infringements, totaling up to the above limit in the case of control. The amount of the fine is scaled according to the gravity of the violation found. These amounts of the fine are increased by a decision of the Minister of Infrastructure, Transport and Networks. according to the provisions of p.d. 334/1994 (Α' 176), especially mechanical strength, stability, fire safety, hygiene, health and environment or safety of use, the fine may not be less than fifteen thousand (15,000) euros for each of these infringements, totaling up to the above limit in the case of control. The amount of the fine is scaled according to the gravity of the violation found. These amounts of the fine are increased by a decision of the Minister of Infrastructure, Transport and Networks. rising in total in case of control up to the above limit. The amount of the fine is scaled according to the gravity of the violation found. These amounts of the fine are increased by a decision of the Minister of Infrastructure, Transport and Networks. rising in total in case of control up to the above limit. The amount of the fine is scaled according to the gravity of the violation found. These amounts of the fine are increased by a decision of the Minister of Infrastructure, Transport and Networks. rising in total in case of control up to the above limit. The amount of the fine is scaled according to the gravity of the violation found. These amounts of the fine are increased by a decision of the Minister of Infrastructure, Transport and Networks.

3. Especially with regard to the control and sanctions for concrete, in the event that violations of the Concrete Technology Regulation approved by the decision GDTY / oik.3328 / 2016 of the Minister of Infrastructure, Transport and Networks are found.
The audit report, with reference to the views of the auditee, is submitted to the Head of the service responsible for quality control of the audit body. The Supervisor considers the report within a period of ten (10) working days and within the same period notifies the auditee, who may within a subversive period of fifteen (15) working days submit his objections to this service. The report, the objections, the comments of the service and any other relevant information are immediately forwarded to the competent General Directorate of the General Secretariat of Infrastructure of the Ministry of Infrastructure, Transport and Networks, which proposes to the Minister.

5. The Minister decides on the submitted objections, the imposition and the amount of the fine. This decision is a certificate of title to the competent Public Financial Service (DOY). The fine is public revenue and is collected according to the Public Revenue Collection Code. By a joint decision of the Ministers of Infrastructure, Transport and Networks and Finance, the beneficiaries are determined, the manner of return of the relevant amounts and any other necessary issue.

Decisions imposing fines in respect of contractors are notified to the Registry Directorate of the Ministry of Infrastructure, Transport and Networks.

6. The procedure for imposing an administrative penalty is independent of criminal liability. For the latter case, the Head of the competent service of the audit body forwards the audit report, together with the objections of the auditee and the observations of the service to the competent Prosecutor, immediately after the expiration of the deadline for submission of objections.

Article 179
Inspection of public works

As repealed by Par.21 Article 119 LAW 4622/2019 with effect on 7/8/2019
See the evolution of the article

1. For the permanent (periodic or extraordinary) inspection of the works executed by the public sector bodies, as defined each time, a Body of Public Works Inspectors (S.E.D.E.) under the General Secretariat for Combating Corruption of the Ministry of Justice is established. Transparency and Human Rights.

As repealed by Par.21 Article 119 LAW 4622/2019 with effect on 7/8/2019
See the evolution of the paragraph

2. Inspectors of Public Works are appointed, by assignment of duties, employees of the Ministry of Infrastructure, Transport and Networks or other Ministries or Regions or any level of Local Government Organizations or Services or N.P.D.D. or
They belong to category PE, if they are permanent employees of public service or N.P.D.D. or Local Government Organizations or are graduates of a higher education institution, whether they are employees with another relationship or employees of other public sector bodies or retirees of the Public or the wider public sector, if they have specialized experience due to their previous service in specific fields or qualified engineers NTUA or other equivalent schools, if they are officers of the Armed Forces.

b) They have at least twelve years of service in the State or in another public sector body or in the Armed Forces and a maximum of five years of removal from active service for retirees.

c) Have at least eight years of proven experience in matters related to the production of works and

d) They have essential qualifications (such as training or training) to perform their duties and in particular the ability to quickly and penetratingly diagnose the problems that occur in the various stages of project production and to objectively critique the solutions given to these problems. Public pensioners should not cover more than fifteen percent (15%) of the total number of inspectors’ positions, while the corresponding percentage for Armed Forces Officers is set at six percent (6%).

As repealed by Par.21 Article 119 LAW 4622/2019 with effect on 7/8/2019
See the evolution of the paragraph

3. The assignment of duties is done on an exclusive basis by a joint decision of the Minister of Justice, Transparency and Human Rights and the competent Minister or the competent administrative body, a summary of which is published in the Government Gazette. If the assignment of duties to an employee requires their transfer, it precedes the decision to assign the duties. If he / she is a retiree, a recruitment invitation precedes it through the press and the prospectus of the TEE. Assignment of duties to all others is done for a three-year term that can be renewed.

As repealed by Par.21 Article 119 LAW 4622/2019 with effect on 7/8/2019
See the evolution of the paragraph

4. Assignment of duties of Public Works Inspectors according to the provisions of this article can be done to a maximum of fifty (50) employees or officers of the Armed Forces without increasing the respective organizational positions or
5. The Public Works Inspectors maintain the position from which they come, career, development and insurance are normally in the service from which they come and generally their service as Inspectors is considered for any consequence as a service in the position and the situation from which they come, in which and return automatically upon termination or revocation of their assignment. For the possibility of promotion of the employee, who is assigned the duties of Inspector of Public Works, the term of office in this position is considered to have been spent in the position of Chief Executive Officer, so that the employee can be considered for the position of Chief Executive Officer if he has full service. 20) years.

The provisions of the previous paragraph also apply to the Inspectors-Auditors of the Body of Inspectors-Auditors of the Ministry of Infrastructure, Transport and Networks.

6. Inspectors of Public Works who do not have the status of civil servant have, during their term of office, all obligations and responsibilities and are subject to the restrictions provided for civil servants.

7. The work of the inspection is directed, monitored, controlled and generally supervised by a Supervisory Board consisting of the Secretary General of the General Secretariat for Combating Corruption of the Ministry of Transparency and Human Rights as chairman and three members of the Inspectors. Justice, Transparency and Human Rights and exercise these duties in parallel with the work of the inspection, which they undertake as Inspectors of Public Works. The Supervisory Board submits to the Minister of Justice, Transparency and Human Rights semi-annual reports on the progress and effectiveness of the inspection and proposes measures to improve the effectiveness of the inspection and control in general. The chairman of the Supervisory Board exercises all the duties provided
8. The manner of conducting the inspections, the obligations and duties of the Public Works Inspectors during the inspections, the respective obligations of the services of the construction contractors, the issues related to the announcement of the results of the inspection, the necessary conditions of confidentiality and characterization privacy and in general any issue, related to the basic and general principles of inspection and the effectiveness of control, is regulated by No. ED2a / 01/71 / Φ.Ν. 294/1986 (B’ 374) decision of the Minister of Environment, Spatial Planning and Public Works. The Public Works Inspectors are assisted in their work by the organizational unit responsible for the inspection of the works of the General Secretariat for the Fight against Corruption, which provides them with the necessary administrative care.

As repealed by Par.21 Article 119 LAW 4622/2019 with effect on 7/8/2019
See the evolution of the paragraph

9. The authorities or bodies of the public sector bodies, which are recipients of the reports or findings of the inspection of public works under their responsibility, are obliged to inform the Minister of Justice, Transparency and Human Rights and the S.E.D.E. for the measures they have taken or intend to take, if and when the inspection reveals the need to take measures, for the further smooth course of production of the project or for those responsible for its production.

As repealed by Par.21 Article 119 LAW 4622/2019 with effect on 7/8/2019
See the evolution of the paragraph

10. By decision of the Minister of Justice, Transparency and Human Rights, published in the Government Gazette, Offices of the Body of Public Works Inspectors may be established in the headquarters of the Regions.

As repealed by Par.21 Article 119 LAW 4622/2019 with effect on 7/8/2019
See the evolution of the paragraph

11. Public Works Inspectors are not examined or prosecuted for the opinion they expressed in the performance of their duties. Excluded from the above is the case of fraud and breach of confidentiality of information and data obtained during the performance of their duties. In cases in which the above Inspectors are prosecuted for acts or omissions committed in the performance of their duties, they may appear
Article 180
Special arrangements, projects of other bodies

1. The duties and responsibilities provided by this law and the decisions issued with its authorization are exercised by the competent bodies or councils of the construction body of the project, in accordance with the organizational provisions of each body.

2. The Minister of Infrastructure, Transport and Networks exercises the duties of chief authority for the assignment / execution of public works, under the responsibility of the Ministry of Infrastructure, Transport and Networks, assisted by the competent service, in accordance with the organizational provisions of the Ministry. By decision of the Minister, the relevant responsibilities may be transferred to subordinate bodies and the time of commencement of the exercise of the powers of the contracting / supervisory authority by the new bodies and the contracts in which these responsibilities are exercised by Bodies determined by previous provisions may be determined. Retain their responsibilities until a new decision is issued.

By decision of the Minister of Infrastructure, Transport and Networks, published in the Government Gazette, the project procurement process may be assigned to any organizational unit. Directorate or Special Service of Public Works (EYDE), of the General Secretariat of Infrastructure of the Ministry of Infrastructure, Transport and Networks.

As amended by Article 22 LAW 4441/2016 with effect on 6/12/2016
See the evolution of the paragraph

3. A) In projects carried out by bodies other than the services of the General Secretariat of Infrastructure of the Ministry of Infrastructure and Transport, a decree issued on the proposal of the Minister of Infrastructure and Transport and the relevant Minister may make the necessary Adaptations or variations of its relevant procedures and the issues regulated by this law to address the specificities of bodies and projects. This decree may also consolidate or shorten the procedures referred to in the administrative and judicial settlement of disputes or abolish points of these procedures.
In the projects carried out by bodies other than the services of the General Secretariat of Infrastructure of the Ministry of Infrastructure and Transport, with a joint decision issued by the Minister of Infrastructure and Transport and the relevant Minister, the specific identification of the bodies can be made. and councils that decide or give opinions on the projects of these bodies, in accordance with the provisions hereof. Decision-making and advisory bodies designated by previous provisions shall retain their powers until a new decision is taken.

As amended by Article 66 LAW 4690/2020 with effect on 30/5/2020
See the evolution of the paragraph

4. In any case, the supervision of the other bodies for the observance of the procedures and in general for the implementation of the provisions of this law and the regulatory acts issued with its authorization is exercised by the General Secretariat of Infrastructure of the Ministry of Infrastructure, Transport and Networks.

5. The provisions of articles 92-110 of law 3669/2008 as in force and the regulatory acts issued for their implementation continue to apply. The certificates of registration in the registers (degrees) that have been issued under the force of law 3669/2008 are valid for every consequence.

6. The Minister of Infrastructure, Transport and Networks may approve the execution of a public project or part of it by an interested natural or legal person at his own expense and at no charge to the State, defining the conditions under which the project will be executed and supervised and received. by the competent services. For projects under the responsibility of other bodies, the approval is made by the competent body of the body.

As repealed by Article 22 LAW 4441/2016 with effect on 6/12/2016
See the evolution of the paragraph

Article 181

Derogations

Derogations from the provisions of this title are allowed, according to the provisions of par. 2 of article 11 of n.d. 2386/1953 (A` 111). Derogations from the provisions of Articles 135, 137, 138, Article 152, paragraphs 1, 7, 8 and 9, and Articles 153, 154, 155, 156, 157, 170, 171, 172, 174 and 175 shall not be permitted.

As amended by Article 22 LAW 4441/2016 with effect on 6/12/2016
See the evolution of the article

TITLE 2
SECTION I
CONVENTIONAL STAGE

ENOTH TA 1
ADMINISTRATION CONTRACT MANAGEMENT

Article 182
Signing of the Contract

1. The contract shall be concluded in accordance with the provisions of Article 105

2. Unless otherwise specified in the contract documents, the terms of the contract begin with the signing of the contract.

3. If the contractor does not arrive on time to sign the contract, he is declared ineligible, according to article 105 by decision of the Head of the Executive Service and without other conditions, unless he invokes and proves guilt. There is an objection to the decision, which suspends the execution of the decision. The objection is explicitly decided by the Chief Authority within a period of fifteen (15) days. In any case, the issuance of this decision is a precondition for the continuation of the award procedure. If the objection is rejected, the discount is finalized and the participation guarantee of the contractor is forfeited in favor of the developer by decision of the Head of the Managing Service.

4. At the signing of the contract the contractor declares his registered office and his representative. In case of a contractor, the seat of the contractor is considered to be the seat of its representative. The contractor is obliged to declare without delay to the Managing Authority, the change of its registered office. Until the submission of the declaration, the notifications of the documents of the Managing Authority to the previous headquarters are considered valid.

5. The representative of the contractor is a natural person who resides at the headquarters of the Managing Authority and accepts his appointment with a statement included in the text of the contract or submitted with a separate document. It is not excluded that the representative of the contractor may also be a representative, as long as he resides at the headquarters of the Managing Authority. In the subpoena, the notifications of the service documents are made legally, instead of the contractor. The contractor may replace his subpoena, but until the submission of the relevant statement by which he is replaced, the notifications are legally made to the subpoena. The Managing Authority is entitled to demand
Article 183
Management of a technical service study contract

1. The administration of the contract, its monitoring and control are exercised by the competent technical service of the employer (Managing Service) and aim at the faithful fulfillment of the terms of the contract by the contractor and the elaboration of the study or the provision of services, according to the rules of art. and science. Supervision of the execution of the contract does not remove or reduce the legal and contractual responsibilities of the contractor.

2. The Board of Directors appoints as supervisors one or more of its employees, holders of higher education degrees of the university sector, who have the technical ability to supervise the contract, taking into account its staffing, needs and general difficulties of supervision. Exceptionally and if there is not enough staff, the duties of supervisor can be exercised by the Head of the Ministry of Finance. If a group of supervisors is appointed to supervise a complex study, one of them must be appointed coordinator.

3. Duties and responsibilities of supervisors are in particular:

a) The continuous monitoring of the contract, the issuance of instructions to the contractor for the artful and timely fulfillment of his obligations and the care for the compliance of the contractor with his contractual obligations.

b) The process of control, approval and receipt of the contract, the control and approval of the accounts, the compilation and control of the Comparative Tables, the preparation of a certificate of completion of the contract and the suggestion to the contractor for the change of contractual terms, grant extensions, payment of compensation either due to employer default or for another reason.

c) The maintenance and updating of the Public Procurement Dossier during the execution of the contract, which includes in particular: the schedule, deadlines, progress reports, bills, correspondence with the contractor, approvals of each intermediate stage of the study, the certificate of completion of works, the final receipt of the contract.

d) By decision of the Minister of Infrastructure, Transport and Networks, the duties and responsibilities of the employees who supervise the studies and projects may be specified.
4. Supervision is also exercised in the premises used for the execution of the contract and the contractor is obliged to ensure the unhindered access of the supervisors.

5. The Managing Service informs the Chief Authority, at regular intervals and at the discretion of this service, about the progress of the study or the provision of the service and suggests for the removal of the problems.

6. The above provisions of paragraphs 3 and 4 shall apply mutatis mutandis to the contractor for the provision of consulting services of the service, provided that he is assigned supervisory duties. The contractor of the service contract and in case he is a legal entity, its managers and employees are subject, during the fulfillment of their contractual obligations, to civil liability of a civil servant.

7. Disciplinary offenses are:

   a) the failure of the supervisor to inform the supervisor of the contracts for the elaboration of studies and the provision of technical and other related scientific services, as well as the culpable delay, in addition to the reasonable time, in informing the head of the Managing Office about the breach by the contractor performance of the contract or improper fulfillment of its obligations,

   b) the failure of the Head of the Managing Authority to initiate and process the contractor's dismissal procedure, despite the assistance of the necessary conditions, the failure to approve the contract accounts in a timely manner and the issuance by him of orders for execution of work which are not foreseen from the original or approved supplementary contract,

   c) the failure to issue a timely decision on the Comparative Tables and the receipt of the studies or services by the Head and the bodies of the Head Authority, the granting by them of an extension without meeting the legal conditions and their failure to issue a decision on the objection of the contractor against a decision declaring a deduction, within the two-month period of par. 6 of article 191.

8. The disciplinary offenses of the previous paragraph are omissions of due legal action for which the Minister of Infrastructure, Transport and Networks or the competent body of other bodies that perform contracts of study and provision of technical and other related scientific services or imposes to the detriment of the perpetrators, respectively with their gravity, the disciplinary penalty of the fine up to an amount corresponding to the salary of six (6) months or refers them to the
Article 184
Deadlines Schedule

1. In the documents of the contract for the assignment of a study and in the contract that is concluded, a total deadline is set for the completion of the object of the contract and in addition, if required, partial deadlines are set for the completion of specific parts or stages of studies of the contract. Total deadline means the period from the signing of the contract, or from a later period if this is specified in the contract, until the issuance of the decision approving all the studies and consists of the following individual intervals:

   a) The net time within which the entire purely design object of the contract is completed, which includes all kinds of supporting studies. The net time does not take into account the delays for which the contractor is not responsible.

   b) The additional time that includes the delays for which the contractor is not responsible and concerns in particular all kinds of research work and laboratory tests performed by another designer, the control and approval procedures of parts or the whole study, together with the supporting studies and the necessary consents and approvals of other Services.

2. The contracting authority shall specify in the contract documents for the design assignment in particular the total deadline and the net time for the preparation of the study. Unless otherwise specified in the contract, the contractor submits, within fifteen (15) days from its signing, a schedule for the preparation of the study, linear at least, depending on the requirements of the contract issues. The schedule reflects the contractor's proposal for the time development of the stages of all individual studies, their time sequences and superimpositions and the most appropriate, at its discretion, time allocation of additional time to form the optimal possible critical path and is approved by the Accompanying Service within fifteen (15) days. The contractor commits to:

   (a) the net preparation times of the studies for each stage and category of study; and

   b) the exact starting points of each design action, so that the overall deadline is met.

   If the starting point of the design action of a stage or study category is postponed, without the responsibility of the contractor, the contractor is entitled to a
order of the Managing Authority

If the contractor is obliged to resubmit a study for approval, because the service considered that the submitted one needs additions and corrections, the delay time does not justify an extension of the deadline. If the Executive Service requests the resubmission of a study or its stage due to changes or corrections that were not previously requested, then the same document sets a reasonable deadline for the resubmission of this study or stage.

In this case the initial deadline is extended for a time equal to the deadline set. If the contractor disagrees, he is entitled to file an objection against the service order.

3. Deadlines may be extended by decision of the Chief Authority, at the request of the contractor submitted at least fifteen (15) days before their expiration or at the initiative of the Managing Authority, provided that the delays in the execution of the contract are not due to exclusive fault of the contractor. If the delay is related to exceeding the net time is required in addition to the request or consent of the contractor and the opinion of the competent technical council.

The contractor is obliged to continue the work of the contract after the expiration of the initial contractual period, as it has been formed by the extensions granted in the meantime, granted after his request or consent and for the duration of the contract deadline. Marginal deadline means the period of time that amounts to one third (1/3) of the total deadline and in any case not less than three (3) months, during which extensions are granted without the request of the contractor. For the calculation of the limit deadline, in the total deadline, the extensions granted after the application or consent of the contractor are not calculated without being due to its sole fault.

4. The provisions of this Article shall apply mutatis mutandis in the event of an amendment to the original contract in accordance with Article 186.

5. In the contracts for the provision of technical and other related scientific services, the deadlines for execution and all relevant issues are regulated by the contract documents.

Article 185

Penalties

1. If the contractor breaches the deadlines of the contract through no fault of his own, criminal clauses are imposed against him and in favor of the developer, with a
For each day of exceeding the net time of the contract and for a number of days equal to twenty percent (20%) thereof, a penalty clause of ten percent (10%) on the average daily value of the contract is imposed. For the following days and up to another ten percent (10%) of the net time, the penalty clause is set at twenty percent (20%) of the average daily value of the contract. If the execution of the object of the contract is delayed more than "thirty percent (30%)" of the net time, the deduction procedure is initiated.

3. The average daily value of the contract is obtained by dividing the contractual fee by the number of days of net time, as defined in paragraph 1 of Article 184.

4. If a supplementary / amending contract is concluded, its average daily value is obtained by dividing the contractual fee provided in it by the number of days of the net time of the supplementary contract. Paragraph 2 shall apply to the calculation of the penal clauses of the supplementary contract. The supplementary contract shall specify whether the terms of the original contract are extended and whether the previously imposed penal clauses are lifted in whole or in part.

5. If the contract provides for partial deadlines, the contract stipulates that criminal clauses are imposed if the contractor exceeds them through no fault of his own. The contract defines the amount of the partial clauses for each day of culpable delay and the total enforcement time. The partial clauses in total may not exceed two percent (2%) of the contract amount. The penal clauses for exceeding the partial deadlines are independent of those imposed for exceeding the net time of the contract and are revoked by a reasoned decision of the Managing Authority, if the contract is terminated within the specified net time of the contract and its approved extensions.

6. The amount of the penal clauses is collected through the certification, issued immediately after their imposition, while if a timely objection is filed against the decision to impose them, through the certification issued after its rejection by an explicit decision of the Chief Authority.

Article 186
Modification of a contract during it

1. Contracts for the study and provision of technical and other related scientific services may be modified during them under the terms and conditions provided for in Article 132. In any case where the modification of the contract concerns its physical or financial object, a Comparative Table shall be drawn up. in which the
amending contract is signed with the contractor. If the contractor does not cover the categories or even the minimum classes of the additional studies or services, he is obliged to partner with another or other designers or service providers approved by the employer and the supplementary / amending contract is signed with the partnership in its new form. The signing of a supplementary / amending contract is not required in the cases of paragraphs 3 and 4.

As amended by Article 22 LAW 4441/2016 with effect on 6/12/2016
See the evolution of the paragraph

2. For the calculation of the remuneration of the studies and services, which are not included in the initial contract according to their type, a Comparative Table (SP) and a Protocol of Regulation of Prices of the Unit of New Works (P.K.T.M.N.E. ). The prices of new works are adjusted based on the corresponding unit prices of the Estimated Remuneration Regulation of indent d' of paragraph 8 of Article 53 multiplied by the ratio of the average price of the financial offer of the original contract for similar works, to the average price of the Regulation for the same tasks. If the above Regulation does not contain unit prices, the remuneration for new work is determined by agreement, "based on comparative data from remuneration of related studies". For studies and services not included in the original size contract, their remuneration in the SP. is calculated based on the corresponding unit price of the contractor's financial offer.

3. Subject to the provisions of Article 132 and as stated in the contract documents, it is permitted to reduce the total contractual fee or to vary the individual contractual fees from category to category not exceeding 20% of each category and 10% of the total contractual fee. (excluding VAT and price revision), by compiling and approving a Comparative Table provided that: ii) the completeness, quality and functionality of the project is not affected. This cumulative summary takes into account only expenditure transfers from one category of studies to another.

4. The allocation of the amount for the unforeseen expenses included in the estimated value of the contract, according to the provisions of the case. a` of paragraph 8 of article 53 is done by compiling a Comparative Table. This amount covers changes resulting in particular from the application of new regulations, rules, specifications, etc., which were established as mandatory after the assignment of the study, but also due to unforeseen circumstances, as well as required archaeological research, to ensure overall integrity, the functionality and feasibility of the studied project. The amount of unforeseen expenses is recalculated at the signing of the contract, depending on the discount offered.
5. The Managing Authority submits the Comparative Table together with the P.K.T.M.N.E., the objection of the contractor and its views to the Chief Authority, which adjudicates the objection and approves it, as submitted or amended, following the opinion of the Technical Council. If S.P. contains ambiguities, inaccuracies and errors that make it particularly difficult to correct, the Chief Authority returns it to the Executive Service. The Chief Authority reserves the right to refuse the approval of the Comparative Table.

6. The approved S.P. is notified to the contractor, who is obliged, when required by law, to sign a supplementary/amending contract, within a period not less than fifteen (15) days from the notification and to perform the additional work. If the contractor, despite the legal approval of the Comparative Table, refuses to sign the supplementary/amending contract, the Chief Authority may terminate the contract at the expense of the developer if, in a reasoned decision, it considers that the original contract cannot be continued without the execution of the work of the supplementary/amending contract.

7. The deadline for the application for treatment against the decision approving the S.P. begins with its notification to the contractor and is not affected by the subsequent signing of the supplementary/amending contract.

**Article 187**

**Payment of the contractor’s fee**

1. The flat-rate study fee assigned in accordance with the provisions of Article 51 shall be paid in accordance with the provisions of the contract documents upon submission of the study and its receipt.

2. In all other cases of assignment of study stages, the fee is paid in installments, based on the analysis of the fee made with the financial offer of the contractor and
If it is provided in the contract documents, with the signing of the contract, as well as the order to start each subsequent stage, the contractor is granted an interest deposit amounting to fifteen hundred percent (15%) of the contractual fee of the stage, for equal guarantee letter, issued in accordance with Article 72.

b) After the expiration of half the contractual time of preparation of each stage and if at the discretion of the supervising service a work of more than fifty percent (50%) of the stage in question has been performed, an additional twenty percent (20%) is paid for an equal letter of guarantee of the remuneration corresponding to the stage in question.

c) After the submission of each stage per study category, after a brief check of its completeness and adequacy, the guarantees of the previous paragraphs are returned and a sum of seventy percent (70%) of the stage fee is paid.

d) If the study has not been approved after the lapse of two months from its submission, an additional percentage of ten percent (10%) is paid after a concise check of its adequacy.

e) After the approval and temporary receipt of each intermediate stage per study category, an additional twenty percent (20%) of the stage fee is paid.

f) After the approval of the final stage of the study, an additional percentage of fifteen percent (15%) of the final stage fee or twenty percent (20%) of the final stage fee is paid by submitting a letter of guarantee for the additional five percent (5%).

g) After the final receipt of the study, the balance of the fee is paid five percent (5%) or the letter of guarantee of the previous case is returned.

As amended by Par.4 Article 46 LAW 4447/2016 with effect on 23/12/2016

See the evolution of the paragraph

3. The research and support work of case (c) of par. 8 of article 53 are measured during the execution of the contract and are paid separately. The payment of these works is made based on the offered discount of the study category and the executed quantity of physical object units, after a relevant measurement is submitted by the contractor, which is considered by the Head of the Managing Service and always up to thirty percent (30%) of the total estimated remuneration for all categories.
with monthly certifications, for which the contractor submits corresponding accounts. The accounts are based on the actual employment time of the scientists and the offered unit prices (man-day or man-month) for each category. If the working time is less than one month, the remuneration is proportional to that time. For the calculation of the fee it is considered that the month includes twenty two (22) working days, regardless of the actual number of working days. When the fee for these contracts is set at a flat rate, the method of payment of interim payments is defined by the contract.

5. For the payment of his fee, the contractor prepares and submits to the Executive Office accounts, which show separately the fees for the measured part of the contract, such as research and support work, performed and measured by the contractor, as approved by the Executive.

The approval of the measurement is completed within two (2) months from its submission and is endorsed by the supervisor. The accounts also distinguish between the fees corresponding to the original and the supplementary contracts and are summarized, i.e., they include the fee that is totally due until their drafting and submission, minus the amounts previously paid. The accounts include amounts only for work provided in the contract (initial and additional) or in approved Comparative Tables and compensations due to the employer's arrears.

6. The accounts include the breakdown of the various amounts to which the details are based, the letters of guarantee for the advance and the first installment payment, which are valid at the time of submission of the invoice and the amount payable. After verification and endorsement of the supervisor, who certifies their retirement in accordance with the provisions in force and the contract, the accounts are approved by the Executive Office within one month of their submission and constitute the certification for the payment of the contractor. If the accounts contain ambiguities or errors, to the extent that their correction becomes impossible, they are returned to the contractor for re-drafting within the deadline for their approval. If ambiguities and errors concern discrete items in the accounts, are approved in the undisputed part and the rest are returned for re-drafting. The monthly deadline for approval starts from the submission of the reconfirmed account.

7. If the payment of the bill is delayed, without the fault of the contractor, more than one month, after the explicit approval, the interest on arrears is calculated, according to the provisions of par. G of article one of law 4152/2013 (A 107). Prerequisite for payment of the bill is the submission by the contractor of all the required payment documents. The invoice can be presented later when the account
of termination of work, to the Executive Office. In this case he is entitled to an equal extension.

8. The seizure of the contractor's fee in the hands of three persons, before the receipt of the object of the contract, is not allowed.

9. The table of remuneration among the members of the association submitted by the offer, according to article 19, may be modified during the execution of the contract, after the approval of the Managing Authority.

Article 188
Obligations of the contractor Quality Program

1. The contractor executes the contract, in accordance with its terms, the applicable standards and the rules of science and art and bears full responsibility for the completeness of the object of its provision. The claims of the employer against the contractor due to improper fulfillment of his provision are barred or six (6) years after the receipt of the object of the contract or its termination in any way.

2. The contractor is obliged to use the information provided by the employer, if this is specified in the contract. If the information is inaccurate, vague or generally insufficient and affects the completeness or timely execution of the contract and if the contractor can verify it, he notifies the employer in writing and without undue delay.

3. The contractor is obliged to use for the execution of the contract the team that stated during the tender process and to immediately declare the withdrawal of any member of the team from the execution of the contract, for any reason. The Executive Service investigates the reasons for the departure and may approve his replacement with a corresponding executive who has at least the same qualifications, if the departure is due to a good reason.

Withdrawal of a member from the team without good reason constitutes a serious misconduct in the execution of an essential public contract requirement within the meaning of Article 73 (4) (f) and results in the exclusion of the member who withdrew from competitions for a period of six (6) months from the issuance of the decision of D.Y. on its replacement. If the departure was made under the responsibility of the contractor and is not considered justified, he can be declared disqualified.

As amended by Article 22 LAW 4441/2016 with effect on 6/12/2016
4. The contractor, if provided by the terms of the contract, is obliged to prepare and implement a Quality Design Program (PPM), in accordance with applicable provisions.

The P.P.M. integrates and codifies all the requirements of the contract papers, describes the stages of the study and the corresponding methodology of work, is in full harmonization and includes the schedule of the study, describes the organization chart and determines the organization and coordination of team members, defines the way documents are managed and generally provides all the tools to monitor the elaboration of the study, to gather the data, to document the work that has been done and to file them. The P.P.M. must be submitted within the first month of signing the contract and reviewed in any modification of the terms of the contract or the specifications of the study.

5. Defects or deficiencies of the subject of the contract that appear during its execution, but also after its final receipt and until the limitation period of the employer's claims, are restored by the contractor at his own expense. If defects or deficiencies are found before the start of construction of the project, the Managing Service invites the contractor of the study to correct the defects or to fill in the deficiencies and if he does not comply, issues and notifies the contractor in which: a) it is mentioned that he moves the procedure for the application of this Article, (b) the defects and deficiencies of the study or service are described; d) it is pointed out that the invitation can be challenged with an objection before the Supervisory Authority and within the legal deadline. The objection of the contractor does not suspend the obligation to comply with the invitation. If it is indicated that the contractor is not responsible, the cost of repairing the deficiencies or defects is borne by the developer.

If the contractor refuses to rectify the defect or deficiency within the prescribed time limit, the defect or deficiency is remedied by the employer to his detriment and on his behalf, by directly assigning the relevant work to a legally qualified designer.

6. After the start of construction of the project, the basic designers must participate as Technical Consultants Designers in its execution. By decision of the Minister of Infrastructure, Transport and Networks are determined all the issues that regulate the duties and responsibilities of the main designers during the execution of the project, the content of the contract signed with the Chief Authority of the project, how to pay for their services and any other related to the above issue.

Article 189
If the current provisions for individual categories of studies do not specify a special procedure for the approval of the study, the approval decision of the study, issued by the competent body, certifies compliance with all specifications, regulations and technical instructions in force at the time of drafting and its qualitative and quantitative adequacy and the compliance of the contractor with its contractual obligations in general are confirmed. If according to the law the opinion of other services and bodies is required before the approval of the study, they are obliged to submit it within a period of two (2) months from the sending of the study to them, unless a different deadline is provided by special provisions. The expiration of the deadline is considered as a positive opinion.

2. The study is approved in stages and in its entirety. The approval decision must be issued within two (2) months from the timely submission of the full details of the previous paragraph, if required. The time limit shall be suspended if the approval body duly requests completion or clarification of the supporting documents submitted. If the completion or clarification concerns a distinct stage or category of study, the rest of the studies may be partially approved.

3. The approval of intermediate stages of studies is also a temporary acceptance. The final acceptance of the studies is carried out by decision of the Chief Authority, after the approval of the latter, during the contract, stage of the study and the issuance of a certificate of the Managing Authority, for the completion of the works of the contract.

4. The deadline for the receipt of the study is three (3) months from the full approval of the studies provided by the contract. The studies of the initial and the supplementary / modifying contracts are received as a whole.

5. If the study is not received on time, automatic receipt occurs, if an inactive period of two (2) months has elapsed from the submission of the relevant notice of the contractor. The notice is submitted on a penalty of inadmissibility after the expiration of the deadline of paragraph 4.

6. It is allowed to be omitted unless otherwise specified in the Contract, at the request of the contractor, a study of an independent part of a project prepared or for a separate category or stage thereof.

7. The receipt of the object of the service contracts is done as defined in these contracts.
Compensation of the contractor due to delay of the employer without termination of the contract

1. If the employer is in arrears regarding the fulfillment of his contractual or legal obligations, the contractor is entitled to claim compensation for the positive losses that exist and for the period after the submission of a written notice, until the end of the arrears. The notice is submitted to the Managing Office and identifies the acts or omissions of the employer or its organs that constitute the cause of the delay and the cause of the damage and, as far as possible, the approximate assessment of the damage, per day of delay.

2. Within ten (10) days from the submission of the notice, the Executive Service sets up a three-member committee of technical staff, in which the supervisor necessarily participates, unless it is not possible to participate, for a serious reason, which is mentioned in the decision. The committee determines if there is a delay, its causes and the amount of the contractor's losses for each day approximately, drawing up a protocol, which is submitted within one month from its establishment to the Head of the Managing Office for approval. The approved protocol is notified to the contractor with a receipt and can be challenged with an objection.

3. At the end of the employer's arrears, the contractor submits an application for recognition of his loss specifying the amount. The request is decided, upon the recommendation of the Managing Authority, by the Chief Authority, which is not obliged to accept the findings of the protocol.

Discount of the contractor

1. If the contractor does not fulfill his contractual obligations or does not comply with the written orders of the service, which are in accordance with the contract or the existing provisions, he is declared insolvent.

2. The discount procedure must be initiated if the contractor:

   a) Exceeds for a period of more than 1/3 the relevant total deadline of paragraph 2 of article 184, taking into account the extensions.

   b) Delays the submission of the study stage, for a period of more than half of the respective partial deadline.
must have been applied at least once, in order to rectify the defects or deficiencies of the study and no objection has been lodged or the case has been rejected.

3. If there is a reason for deduction, it is notified to the contractor with a receipt of a special invitation from the Managing Authority, which necessarily refers to the provisions of this article and which includes a specific description of the actions or tasks to be performed by the contractor within the set deadline. The set deadline must be reasonable, ie proportional to the time required by the common perception for the execution of the tasks or actions and in any case not less than fifteen (15) days.

4. Irrespective of the notification of the special invitation and the deadlines it sets for the execution of specific works or actions, the contractor is obliged to fulfill its contractual obligations for the timely execution of the contract and in any case suffers the legal consequences of exceeding of contractual deadlines.

5. If the deadline set by the special invitation expired without the contractor complying with its content, it is declared revoked within a period of thirty (30) days from the expiration of the deadline, by decision of the Head of the Executive Service. The decision identifies the work and actions performed by the contractor in compliance with the special invitation and justifies the discount by referring to the work he did not perform and the actions to which he did not comply.

6. If no objection is lodged against the decision of deduction in time or if the objection is rejected by the competent Authority, the deduction becomes final. If an objection is filed in time, the consequences of the discount are suspended until it is finalized and the contractor is obliged to continue the work of the contract. The decision on the objection is issued, after the opinion of the competent Technical Council, by the Chief Authority within two (2) months from its submission. The acceptance or rejection of the objection is justified, and among the reasons for acceptance may be included the obvious improvement of the pace or the quality of the performed works, so that the timely and artful execution of the project is reasonably probable.

The Chief Authority is obliged to issue a decision even after the expiration of the deadline, while the disciplinary procedure is initiated against the guilty officials according to the provisions of paragraph 7 of article 183. After the expiration of the deadline for issuing a decision, the contractor is obliged to terminate the contract and the Managing Authority finds the work done by the contractor. If the objection of the contractor is finally accepted after the lapse of two (2) months, he is entitled to
performed after the day of the above mandatory cessation of work and until the positive decision for the contractor is certified for payment.

7. After the notification of the decision to the contractor and until the manner of elaboration of the remaining works for the completion of the elaborated stage of the study or the service contract is determined, the Managing Service intervenes to prevent negative consequences by performing the necessary actions to the detriment and on behalf of the deductible contractor.

8. Upon notification of the decision to finalize the discount, the contractor terminates all work and is not entitled to remuneration for the stage prepared. Exceptionally, the employer may, if it deems that certain elements of the design work of the stage under preparation are useful, request to be delivered to the Managing Authority within a certain deadline, drawing up a relevant delivery protocol. The contractor's fee for the work of the unfinished stage is regulated by a Price Regulation Protocol of the New Works Unit.

9. After the finalization of the deduction, the contract is terminated and the guarantee of good performance is forfeited in favor of the employer as a special penal clause. If criminal clauses were imposed for exceeding partial deadlines until the finalization of the discount, these clauses are due by the contractor cumulatively, while the criminal clause is imposed for exceeding the total deadline, if there is a corresponding case.

10. The decision with which the discount was finalized is notified by the service that issued it to the service responsible for the approval of the study and to the service of keeping the Register of Designers or Study Companies, for the imposition of the accompanying sanctions, together with a brief history and mention of the reasons led to the discount. If the deductible contractor is a consortium or partnership of designers or design companies, the Managing Authority identifies the scholars or companies of the partnership or consortium responsible for the deduction.

**Article 192**
**Termination of the contract**

1. The employer has the right to terminate and terminate a contract for the study or provision of technical and other related scientific services during its execution in the cases provided for in Article 133.

In these cases the superior authority is not obliged to compensate the contractor.
In addition to those referred to in paragraph 1, in the case of a design contract drawn up in stages, the employer shall be entitled to terminate its work after the completion of a stage and to terminate the contract without compensation to the contractor, if this is provided for in the contract. The employer is also entitled to terminate the preparation of a study stage by paying compensation to the contractor, according to paragraph 2 of Article 194. The employer of a service contract is entitled, if provided in the contract, to terminate the provision of services either for himself or with payment of compensation, as provided for in Article 194 (3).

3. The contractor is entitled to terminate the contract in the following cases:

a) If the limit of the contract is exceeded, through no fault of his own.

b) If it suspends the elaboration of a study or the provision of services by order of the employer, for a period longer than three (3) months from the notification of the order.

c) If due to events that constitute a delay of the employer is forced to either not start the preparation of the study or the provision of his service, within the time specified in the contract or to terminate the provision of his services after their start, for a period longer than three (3) months. For the beginning of the deadline, the contractor submits to the Managing Office, a Special Declaration as defined in paragraph 4.

d) If at least two (2) months have elapsed from the submission of a Special Declaration by the contractor to the employer, due to the expiration of the deadline for the payment of certification.

4. The Special Declaration of cessation of the work of case, c` of paragraph 2 includes: a) mention of the reasons for the dissolution, b) data for completed parts of the study and assessment of their value, c) description of the remaining parts of the study, d) an application for payment of the statutory compensation of a specific, as far as possible, amount and analysis of its funds and e) a statement of its intention to accept the continuation of the work after compensation. The Executive Service issues a decision within fifteen (15) days on the acceptance or rejection of the Special Declaration. If it accepts the declaration or an inactive period of more than three (3) months has elapsed from its service, the contractor may submit to the Managing Office a request for termination of the contract. The application shall be decided by the Chief Authority within an exclusive period of one month, after a suggestion of the Managing Authority in which the opinion of the supervisor is registered. The contract is terminated upon acceptance of the application or non-
If the application is rejected in time, the contractor is obliged to continue providing its services, regardless of the exercise of its legal rights and the Superior Authority approves, by the same decision, the necessary adjustments to the terms of the contract.

5. For the dissolution of the contract in cases a' and b' of paragraph 3, the contractor submits an application to the Managing Authority, which includes the details of the Special Declaration of cessation of work and an additional request for termination of the contract. The last three subparagraphs of paragraph 4 shall apply in this case as well.

6. In case of termination of the contract, the due compensation is regulated by a protocol of regulation of unit price of new works.

7. The design contracts are terminated upon receipt of the contractual object, unless there is a case of reduction of the contractor or dissolution of the contract either at the initiative of the developer or at the initiative of the contractor. No revision is due after the expiration of the initial deadline and its approved extensions and until the termination of the contract in any legal way.

Service contracts are terminated automatically if the contractual period and its extensions expire, unless there is a case of reduction of the contractor or termination of the contract either at the initiative of the developer or at the initiative of the contractor.

It may be defined differently in the contract, especially in cases where the intended result is essential to the interests of the developer.

**Article 193**

**Cancellation of dissolution**

1. If the contractor has exercised the right to terminate the contract but consents to the cancellation of the termination, the contract is legally continued, regardless of his claims for compensation for his positive losses. For this purpose, the contractor submits to the Managing Authority an application with data of calculation of his compensation, on which the Chief Authority decides upon the recommendation of the Managing Authority. In order to verify the damages, the Chief Authority shall establish, within ten (10) days from the submission of the proposal, a committee that investigates the validity of the contractor's claims and assesses the amount of its positive damages, which may request additional information from the contractor and information.
The Chief Authority, with a decision issued within an exclusive period of three months from the submission of the application, approves the cancellation of the dissolution and the compensation of the contractor, bringing about the necessary adjustments to the study deadlines. If the contractor does not agree with the determination of the compensation, he can apply for treatment.

**Article 194**  
**Contractor compensation in case of termination of the contract**

1. If the contract for the design or provision of technical and other related scientific services is terminated by the employer, for the reasons provided for in paragraph 2 of Article 192 and not otherwise provided in the contract, the contractor shall be entitled to compensation of ten percent (10%) on the contractual fee of the remaining stages for its completion.

2. If the contract is terminated by the employer during the design phase, the contractor's compensation amounts to thirty percent (30%) of the remaining monetary object of the phase under preparation. The previous paragraph applies to the next steps.

For the remuneration of the already prepared parts of the study stage that is interrupted, P.K.T.M.N.E.

3. For the payment of the compensation, the contractor submits, within a subversive period of one month from the notification of the dissolution decision, to the Managing Office, with an analysis of the compensation. The compensation is determined by a protocol of regulation of unit price of new works (PKTMNE), which is prepared and approved within two (2) months from the submission of the application.

4. The compensations of the previous paragraphs do not affect the remuneration due for the performed works or services.

**Article 195**  
**Substitution of the contractor**

1. The replacement / replacement of the original contractor in all or part of the design or service contract is allowed only if it is explicitly provided in the contract or the conditions of case d) of paragraph 1 of article 132 are met.

2.a) If the contracting natural person or the sole designer or service provider, design company or service provider respectively, dies or is deleted from the registers or becomes incapacitated due to illness or other objective reason for the
The replacement of the original contractor may not entail any other substantial modifications to the contract. The replacement is submitted by the heirs in case of death or by the designer or consultant himself in other cases.

b) If it goes bankrupt or is deleted from the Register of Designers or dies or otherwise becomes incapable of performing one of the designs of the contractor of the Design company, the elaboration of the study stage, which started to be elaborated, continues by the company, even if the articles of association provide for the dissolution of the company and under the condition that it continues to have the classes and categories of degrees required by the Contract. If the company does not have the required categories and degrees of degrees, it is obliged, within two (2) months from the moment of the change in the degree, to replace the design partner or to request replacement or partnership with a designer who has the formal qualifications, according to the announcement. The Chief Authority may, after consulting the competent technical council, to decide on the elaboration of the next stages of the study assigned by the company, if it deems that the company has the formal and substantive qualifications. If the company is a member of a contractor or consortium, the previous two paragraphs apply accordingly.

c) If a member company of a contractor or consortium goes bankrupt or is deleted from the Register or if a natural person, contractor or other member of the contractor, member of the partnership or other member of the partnership goes bankrupt, is deleted, dies or becomes incapable of carrying out the study due to serious illness or other objective cause continue the elaboration of the stage of the study that has already begun to be elaborated. If the said researcher is considered necessary for the completion of the stage of the study under preparation, he is replaced with another, corresponding qualification. The Chief Authority, after a recommendation of the Managing Authority and after the opinion of the competent technical council, approves the elaboration of the considered stage and the next stages of the study assigned by the contractor, if it deems that it has the formal and substantive qualifications.

3. The settings of the cases. (b) and (c) of the preceding paragraph shall also apply to service contracts, unless otherwise provided in the contract.

4. The contract for the elaboration of a study or the provision of a service is automatically terminated if the contractor goes bankrupt.
OTHER RELATED SCIENTIFIC SERVICES

Article 196
Technical specifications

1. The elaboration of a study and the provision of technical and other related scientific services shall be in accordance with the technical specifications in force at the conclusion of the contract, taking into account the commitments of Article 54.

In case of subsequent changes of the above specifications, the contractual relationship is adjusted accordingly, in accordance with the existing provisions.

2. By decision of the Minister of Infrastructure, Transport and Networks, the type of data to be delivered may be specified per stage and per study category of case 15 of paragraph 3 of article 2, namely: a) the documents (Technical Report, Calculations, Measurement, Budget and etc.) and b) the case-by-case plans, as well as their form (printed or electronic) that the designer must prepare, according to article 189, for the approval of the study assigned to him.

3. The budget of the project during the study is prepared by applying the invoices which are valid for the drafting of the budgets of the public projects.

Article 197
Contractor studies

In all cases of conclusion of public works contracts, in which, according to the existing provisions, the obligation to prepare or modify a study is undertaken by the contractor company that is to perform or performs a public project, this design or modification is approved by the contracting authority or the employer, only if it has been legally prepared and signed by persons who have the capacity of the designer for the elaboration of the public works studies, which have been notified to the contracting Authority and have been accepted by it explicitly or implicitly. The replacement of a notified designer is permitted only under the conditions of Article 132 and with the express approval of the Contracting Authority.

Article 198
Administrative and judicial dispute resolution

As amended by Article 22 LAW 4491/2017 with effect on 13/10/2017
See the evolution of the article
the right of the contractor, an objection is filed. If there is no binding competence of service for the issuance of an explicit act, a condition for the objection against omission to be considered admissible, is that the submission of a request document of the contractor with specific content has preceded and at least one (1) month has elapsed. The deadline for the objection in this case lasts until the approval of the study stage or the receipt of the service, unless the managing service notifies in writing to the contractor that the Management is not going to issue an explicit act on his request. In this case he must inform him accordingly. An objection is also filed against the harmful acts or omissions of the superior authority or the developer, if they cause disagreement for the first time. The managing authority when issuing an act, which is subject to an objection, or the superior authority when issuing its acts or decisions, must mention in practice the possibility of filing an objection, the subversive deadline for its exercise, the decision-making body, and the consequences of its non-exercise, according to the provisions of sub-paragraph a) of paragraph 2 of article 175 of the present.

As amended by Article 22 LAW 4491/2017 with effect on 13/10/2017
See the evolution of the paragraph

2. The objection is addressed to the Minister of Infrastructure and Transport or to the case, according to the existing provisions, competent decision-making body and is exercised by service on them and deposited in the managing service, within a subversive period of two (2) months, from the notification of the act or the effect of the omission. The deposit in the managing service can also be made by postal receipt. The objection examines both the legality of the act or omission and the substance of the case.

As amended by Article 22 LAW 4491/2017 with effect on 13/10/2017
See the evolution of the paragraph

3. The Minister of Infrastructure and Transport or the competent Minister or the competent, in accordance with the existing provisions, a decision-making body shall decide within a period of three (3) months from the filing of the objection. If the objection is rejected in part or in full or if the three-month period has elapsed without action, the contractor may appeal to the court competent under paragraph 11 of this article. The issuance or notification of the decision on the objection, after the lapse of three months, does not postpone the beginning of the deadline for filing an appeal.

As amended by Article 22 LAW 4491/2017 with effect on 13/10/2017
See the evolution of the paragraph
4. If the developer can also file an objection, if it is not the State.

As amended by Article 22 LAW 4491/2017 with effect on 13/10/2017
See the evolution of the paragraph

5. If the contractor is competent to decide on objections of the contractor or his body, in the objections exercised by him, the Minister who supervises the developer decides and if there is no supervision, the Minister of Infrastructure and Transport.

As amended by Article 22 LAW 4491/2017 with effect on 13/10/2017
See the evolution of the paragraph

5. If the owner of the project is not the State, a copy of the objection is submitted, within ten (10) days, to the counterparty of the objector. For the examination of the objection, the objector is invited to present the proof of its deposit to his counterparty, who can submit his objections, within a period of fifteen (15) days. Non-submission of objections is not considered as acceptance of the applicant’s allegations.

As amended by Article 22 LAW 4491/2017 with effect on 13/10/2017
See the evolution of the paragraph

6. The objection shall specify the contested act or omission, shall include a brief history of the contract and the dispute, the substantive grounds on which it is based, the claims of the objector and, if possible, the financial object of the dispute. The objection is accompanied by a copy of the act that gave rise to the dispute. The managing department and the supervisory authority shall forward to the competent Technical Council within twenty (20) working days from the filing of the objection their views on it and the case file with the contractual documents of the project, which the objector is entitled to submit.

As amended by Article 22 LAW 4491/2017 with effect on 13/10/2017
See the evolution of the paragraph

7. The decision of the competent body is issued after a reasoned opinion of the competent Technical Council. For the discussion in the Technical Council, the contractor is invited by the service suggested or the secretariat of the Council in writing, at a specified day and time not less than ten (10) days from the service of the invitation. A copy of the objection is sent to the members of the Board up to five (5) days before its discussion. The invitation is served with a receipt to the contractor or his representative, by public body or by fax (FAX). The owner of the project who submitted the objection or objections against it is invited to the discussion in the same way. The objector is present at the meeting either in person or by proxy.

As amended by Article 22 LAW 4491/2017 with effect on 13/10/2017
See the evolution of the paragraph
the supervising Minister or, if not, the Minister of Infrastructure and Transport, even if he has the legal competence for the examination of the objection body of the developer.

As amended by Article 22 LAW 4491/2017 with effect on 13/10/2017
See the evolution of the paragraph

9. The discussion of the objection in the Technical Council begins with the oral development of the written suggestion of the service either with the presence of the objector and the submitter of objections or without their presence, if they did not attend despite their legal summons. The timeliness of the objection, the service of the objection to the counterparty when required and the objections of the counterparty, if they have been submitted, are checked in principle, and then the legality and substantive validity of the reasons put forward are examined. The proposal also includes an assessment of the financial nature of the case, if possible. Following is an oral discussion chaired by the President of the Technical Council for the fuller information of the members. The opinion of the Council shall be drawn up after the departure of the parties concerned,

As amended by Article 22 LAW 4491/2017 with effect on 13/10/2017
See the evolution of the paragraph

10. The deadlines of this article, which include the deadlines set in the bodies of the employer and the administration, are suspended during the month of August.

As amended by Article 22 LAW 4491/2017 with effect on 13/10/2017
See the evolution of the paragraph

11. The provisions of Article 175 shall apply mutatis mutandis to the judicial settlement of disputes arising between the Contracting Parties during the performance of public design contracts and the provision of technical and other related scientific services. contract.

As amended by Article 22 LAW 4491/2017 with effect on 13/10/2017
See the evolution of the paragraph

12. If the objection is timely, the Minister or the decision-making body, as the case may be, may issue and notify his decision after the expiration of the period referred to in paragraph 3, but certainly not more than one year after its expiration, if the deadline for the appeal or a relevant appeal has been filed in due time and it has not been discussed in the Court. The decision of the Minister or the decision-making body issued in accordance with this paragraph shall not be subject to any
Acceptance can be made within a reversible period of one (1) month from the notification to the contractor of the relevant decision.

As amended by Article 22 LAW 4491/2017 with effect on 13/10/2017

See the evolution of the paragraph

Article 199
Special settings

The duties and responsibilities provided by this law are exercised by the competent bodies of the contracting authority and the employer, in accordance with their organizational provisions. By joint decisions of the Minister of Infrastructure, Transport and Networks and the Minister in charge of the matter, the decision-making and opinion bodies of the individual contracting authorities may be appointed, for the needs of application of this law. Deciding and consulting bodies designated by previous provisions retain their responsibilities until a new decision is issued.

TITLE 3

SECTION I

COMMON PROVISIONS FOR THE EXECUTION OF CONTRACTS FOR THE SUPPLY OF GOODS AND THE PROVISION OF GENERAL SERVICES

Article 200

Method of payment required documents for payment of the contractor

1. The method of payment and any other necessary matters are necessarily specified in the declaration.

2. Payment of the value of the materials or service to the contractor unless otherwise provided in the contract documents may be made in one of the following ways:

   a. With the payment of 100% of the contractual value after the final receipt of the materials or the service.

   b. By granting an interest deposit up to 50% of the contract value without VAT against an equal guarantee and the payment either after the final receipt of the materials or by paying a percentage of 20% of the contract value without VAT with the receipt protocol after the macroscopic inspection and repayment of the remaining contractual value with the total VAT after the final receipt of the materials.
The above payment methods apply to partial deliveries as long as they are provided by the contract.

4. In the supply contracts the supporting documents required are at least the following:

a) Protocol of final quantitative and qualitative receipt or in case of automatic receipt, proof of presentation of the material in the warehouse, in accordance with article 208.

b) Proof of entry of the material in the warehouse of the institution.

c) Invoice of the supplier in triplicate.

d) ....

e) Certificates of Tax Awareness and Insurance Awareness in accordance with the existing provisions.

As amended by Par.35 Article 107 LAW 4497/2017 with effect on 13/11/2017
See the evolution of the paragraph

5. Service contracts for the payment of the price require at least the following supporting documents:

a) Protocol of final acceptance of the part to be paid or of the whole of the contractual object in accordance with Article 219.

b) Contractor's invoice.

c) ..... 

d) Certificates of Tax Awareness and Insurance Awareness in accordance with the existing provisions.

As amended by Par.2 Article 120 LAW 4512/2018 with effect on 17/1/2018
See the evolution of the paragraph

6. In addition to the above supporting documents, the competent services carrying out the audit and payment may request any other supporting document, if provided in the current legislation or in the contract documents.
In the case of paragraphs 9 and 10 of Article 53, the payment of the additional amount resulting from the adjustment shall not require the conclusion of a supplementary contract.

8. The payment orders of the technical assistance actions of the co-financed programs of the NSRF, of the E.O.X. or other Union or international programs and/or funds, as well as the sectoral, regional and special programs of the National Development Program (NAP), Article 119, are issued by the body that issued the award decision.

As amended by Par.7 Article 140 LAW 4635/2019 with effect on 30/10/2019
See the evolution of the paragraph

Article 201
Previous opinion on the amendment of the contract

The amendment of the contract according to article 132, is done after an opinion of the competent body.

Article 202
Completion of contract execution

The contract is deemed to have been performed when the following conditions are met:

a) In case of supply, the whole quantity was delivered or, in case of divisible material, the quantity delivered is less than the conventional one, in part that is considered insignificant by the competent body. In case of provision of services provided in their entirety or in case of divisible service, the object delivered is less than the contractual one, to the extent that it is considered insignificant by the competent body and the deadline for the termination of the contract has expired.

b) The materials or services delivered were finally finalized in quantity and quality.

c) The contract price was repaid, after sanctions or discounts were previously imposed; and

d) The other contractual obligations were fulfilled by both parties and the relevant guarantees were released according to the provisions of the contract.

Article 203
Declaration of economic operator of a discount
The contractor shall be declared deprived of the assignment made in his name and of any right arising therefrom, by decision of the competent decision-making body, following the opinion of the competent body:

(a) in the case of Article 105 (5);

(b) in the case of a public supply contract, if he has not loaded, delivered or replaced the contract materials or has not repaired or maintained them within the contract time or extension time given to him, in accordance with Article 206;

(c) in the case of a public service contract: (aa) if he fails to fulfill his contractual obligations or does not comply with the written instructions of the service, which are in accordance with the contract or the provisions in force; taking into account the extensions.

2. In the event of assistance for the contractor's reason for deducting a service contract in the case of paragraph 1 (c), the contracting authority shall notify the contractor of a special notice, which mentions the provisions of this article and includes a specific description of the actions to be taken by the contractor. Setting a deadline for its compliance. The set deadline must be reasonable and proportional to the duration of the contract and in any case not less than fifteen (15) days. If the deadline set by the special notice expired without the contractor complying, it is declared revoked within a period of thirty (30) days from the impractical expiration of the compliance deadline, by decision of the contracting authority.

3. An economic operator shall not be deemed to have been deprived of the award or assignment or the contract when:

a) The contract was not signed or the material was not loaded or delivered or replaced under the responsibility of the body performing the contract.

b) There are reasons of force majeure.

4. The following sanctions shall be imposed on the economic operator that is declared insolvent from the award, assignment or contract, by decision of the decision-making body, after the opinion of the competent body, which obligatorily summons the interested party to provide explanations: cumulatively:

a) Total forfeiture of the guarantee of participation or good performance of the contract, as the case may be.

b) Interest-bearing collection of the advance granted to the contractor forfeited by the contract either from an amount he is entitled to receive either by depositing the
amount by himself or by forfeiture of the deposit guarantee.

The interest is calculated from the date of receipt of the advance payment by the supplier until the date of issuance of the decision declaring it as deductible, with the current maximum interest rate for legal interest, from that date until its return, with the current interest rate for default interest.

In addition, a temporary exclusion of the contractor from all the supply or service contracts of the entities that fall within the scope of this law may be imposed, in accordance with the specific provisions of Article 74.

Article 204
Force majeure

The contractor who invokes force majeure is obliged, within twenty (20) days from the date of the incidents that constitute force majeure, to report them in writing and to submit to the contracting authority the necessary evidence.

Article 205
Administrative appeals during the contract execution process

The contractor may appeal against the decisions imposing sanctions on him pursuant to Articles 203, 206, 208, 207, 213, 218, 219 and 220, as well as under the terms of the contract, on grounds of legality and substance, of the body that executes the contract within a reversible period (30) days from the date of notification or full knowledge of the relevant decision. The timely exercise of the appeal suspends the imposed sanctions. The competent body decides on the appeal, following the opinion of the body provided for in cases bd and dd of paragraph 11 of article 221, within thirty (30) days from its exercise, otherwise it is considered implicitly rejected. This decision is not subject to any other administrative appeal. If the appeal against the decision imposing sanctions is not brought within the time limit or if it is rejected by the competent decision-making body, the decision becomes final. If an appeal is lodged within the time limit, the consequences of the decision are suspended until it is finalized.

As amended by Par.23 Article 43 LAW 4605/2019 with effect on 1/4/2019
See the evolution of the article

Article 205a
Judicial Dispute Resolution

As added with Par.24 Article 43 LAW 4605/2019 with effect on 1/4/2019
See the evolution of the article
Any dispute between the parties arising from the contract of supply or provision of services, regardless of the nature of the contract as administrative or private law, is resolved by bringing an action or lawsuit in the Administrative Court of Appeal of the District, in which the contract is executed. Extension of jurisdiction is not allowed. If the contract is executed in the Region of two or more Administrative Courts of Appeal, the one chosen by the plaintiff or the plaintiff becomes competent.

As added with Par.24 Article 43 LAW 4605/2019 with effect on 1/4/2019
See the evolution of the paragraph

2. The appeal to the Administrative Court of Appeal must be preceded by the observance of the appeal procedure provided for in Article 205, otherwise the appeal is rejected as inadmissible. An adversarial procedure is not required if an action is brought by the person concerned, in the application of which there is no request for annulment or amendment of an administrative act or omission.

As added with Par.24 Article 43 LAW 4605/2019 with effect on 1/4/2019
See the evolution of the paragraph

3. The case is being heard in court as soon as possible. If the case file is not sent to the Administrative Court of Appeal by the Administration, the hearing is postponed to a new court, during which the case is discussed based on the information provided by the plaintiff or the plaintiff, if he so requests.

As added with Par.24 Article 43 LAW 4605/2019 with effect on 1/4/2019
See the evolution of the paragraph

4. The discussion and the conduct of the proof are completed in one (1) trial. Sworn certificates before a justice of the peace or a notary or consul are considered only if they have been given after summoning the other party at least three (3) working days before the certificate and, if they are to be given abroad, at least eight (8) days before it. The decision is issued as soon as possible. The decisions of the Administrative Court of Appeal are immediately enforceable.

As added with Par.24 Article 43 LAW 4605/2019 with effect on 1/4/2019
See the evolution of the paragraph

5. An appeal may be brought before the Council of State against the decisions of the Administrative Courts of Appeal issued in accordance with paragraph 1, in accordance with the provisions in force. If, from the execution of the judgment, there is a risk of damage that is difficult to repair, the execution of the contested decision, in whole or in part, may be ordered at the request of one of the parties, with the condition of providing a corresponding guarantee or without guarantee or
must include the rapporteur of the case, decides on the application, meeting as a council, without a mandatory summoning of the parties.

As added with Par.24 Article 43 LAW 4605/2019 with effect on 1/4/2019
See the evolution of the paragraph

6. If the contractor is a consortium, the action is brought either by itself or by all its members, in which case there is a compulsory joint action."

b. The validity of this article begins three (3) months after the publication of this in the Government Gazette.

As amended by Article 56 LAW 4609/2019 with effect on 3/5/2019
See the evolution of the paragraph

SECTION II
PROVISIONS FOR THE EXECUTION OF GOODS SUPPLY CONTRACTS

Article 206
Delivery time of materials

1. The supplier is obliged to deliver the material within the time limits and in the manner specified in the contract. The conventional delivery time of the materials may be extended under the following cumulative conditions:

(a) the conditions laid down in Article 132 are complied with;

(b) a reasoned decision has been issued by the competent decision-making body of the contracting authority following the opinion of a competent collective body or at the initiative of the contracting authority and with the agreement of the supplier or at the request of the supplier.

c) the extension period is equal to or less than the original contractual delivery time.

2. In case of extension of the contractual delivery time, the extension time is not included in the contractual delivery time.

3. The extension decision is issued within a reasonable period of time from the submission of the relevant request of the supplier.

4. In case of extension of the contractual delivery time due to reasons of force majeure or other particularly serious reasons that make it objectively impossible to
shall be imposed.

5. If the contractual delivery time expires without a timely request for extension or, if the extended period, as mentioned above, expires without delivery of the material, the supplier is declared out of stock.

6. The supplier is obliged to notify the service that performs the supply, the warehouse of the materials and the receiving committee, for the date that he intends to deliver the material, at least five (5) working days in advance.

7. After each presentation of material in their receiving warehouse, the supplier is obliged to submit to the service a receipt, certified by the warehousekeeper, stating the date of presentation, the material, the quantity and the number of the contract in which it was performed.

**Article 207**

**Penalties for late delivery of supply**

1. If the material is loaded, delivered or replaced after the expiration of the contractual period and until the expiration of the extension period granted, in accordance with Article 206, a fine of 5% shall be imposed on the contractual value of the quantity delivered on time.

As amended by Article 22 LAW 4441/2016 with effect on 6/12/2016

See the evolution of the paragraph

2. The above fine is calculated on the contractual value of overdue materials, excluding VAT. If the materials delivered on time affect the use of the materials delivered on time, the fine is calculated on the contractual value of their total quantity.

3. When calculating the period of delay for loading, delivery or replacement of materials, by decision of the decision-making body, after the opinion of the competent body, the time elapsed beyond the reasonable, during the various stages of the procedures, shall not be taken into account, which is not the responsibility of the supplier and the delivery loading time is extended, respectively.

4. If the supplier has received an advance payment, in addition to the fine provided for above, he shall be charged interest and interest on the amount of the advance payment, calculated from the day following the end of the contract period until the presentation of the contract material, with the current ceiling of default interest rate.
The collection of the fine and the interest on the advance payment is done with a deduction from the payment amount of the supplier or, in case of insufficiency or lack thereof, with equal deprivation of the guarantee of good execution and advance payment respectively, if the supplier does not deposit the required amount.

6. In the case of an association of economic operators, the fine and interest shall be imposed mutatis mutandis on all members of the association.

**Article 208**  
**Receipt of materials**

1. The materials are received by the committees of paragraph 3 of article 221.

As amended by Article 22 LAW 4441/2016 with effect on 6/12/2016  
See the evolution of the paragraph

2. During the process of receiving the materials, a quality and quantitative control is carried out and the supplier is invited to attend, if he wishes. The contract may provide that quality control is performed in one or more of the following ways:

   a) By macroscopic examination.
   
   b) By chemical or mechanical examination (laboratory examination).
   
   c) By practical test.
   
   d) With all or in any of the above ways it is needed, depending on the material to be supplied or in any other indicated way, if this way is provided by the contract.

3. If the contract only provides for a macroscopic examination, a protocol of final acceptance or rejection shall be drawn up by the acceptance committee after the macroscopic examination has been carried out. Where the contract provides for, in addition to the macroscopic examination, other tests, in particular chemical examination, mechanical examination, practical testing, shall be drawn up by the acceptance committee, in addition to the macroscopic and sampling protocol and a final acceptance or rejection protocol after . If, due to the nature of the species, all the checks provided for in the contract are carried out by the receiving committee and are not mediated by laboratory and other checks for the drafting of the above protocol, this is drawn up by the committee without prior macroscopic and sampling protocol.

   Upon completion of the above procedure the Acceptance Committee may:

   a) to receive the material,
b) to receive the material with remarks due to deviations from the technical specifications of the contract;
c) discard the material.

The cost of performing the above checks is borne by the supplier.

4. If the receiving committee receives the material with comments, it shall indicate in the relevant protocol the deviations that it presents from the terms of the contract and give a reasoned opinion on the issue of whether the material is suitable or not for the intended use. If it is judged by the competent service of the contracting entity that the deviations of the material do not affect its suitability and can be used, with a reasoned decision of the underlying body, after the opinion of the competent body, its receipt may be approved material, with or without a discount on the contract price. Otherwise, if judged by the competent service of the body performing the contract,

If the material is rejected by the receiving committee due to deviations found during the macroscopic examination, the committee shall not take and send samples and counter-samples for further examination.

5. Cases of materials that were rejected or deemed to be admissible at a discount on the contract price on the basis of the checks carried out by the first-instance receiving committee may be referred to the second-instance acceptance committee of indent b) of paragraph 11 of Article 221. The reference to the above is made after a relevant request of the supplier or ex officio by the service. The secondary acceptance committee shall re-examine all the checks provided for in the contract and draw up a relevant acceptance or rejection protocol and the procedure provided for in paragraphs 3 and 4 shall be followed.

The request for review of material to a secondary acceptance committee is submitted by the supplier, within a reversible period of twenty (20) days from the date of notification of the relevant decision. The costs of the secondary acceptance committee are borne by the supplier, if the items are permanently rejected or received at a discount, regardless of whether the assignment for reconsideration is made at the request of the supplier or ex officio. These costs are charged by decision of the competent decision-making body and are deducted from the payment amount of the supplier or are collected from the guarantee of good performance of the contract or with a certificate through the public treasury.

As amended by Article 22 LAW 4441/2016 with effect on 6/12/2016
See the evolution of the paragraph
The protocols drawn up by the receiving committees, primary or secondary, must be notified to the suppliers as well.

By decision of the competent sub-body, material may be referred for reconsideration to a secondary receiving committee set up for that purpose, even if it has been definitively received by the primary receiving committee. In this case, the provisions of paragraph 5 above apply to the State and the supplier.

If the supplier disagrees with the result of the laboratory tests performed on receipt by the primary or secondary receiving committee, he may request in writing an appeal on appeal of the samples concerned. The appeal examination, after a document of the service, is done in a laboratory different from the one that carried out the initial examination, according to paragraph 13 of article 214. The supplier can request an appeal examination whether the acceptance is carried out by primary or by secondary reception committee.

In the event that there is no other suitable laboratory than the one that carried out the initial control, the appeal examination is done in it, but with an examiner of the General State Chemist or another body. The supplier is obliged to pay the fees provided for the case. The request of the supplier for the appellate examination must be submitted within a subversive period of twenty (20) days from the notification to him of the results of the initial examination, an appellate examination can be done ex officio by decision of the competent decision-making body, after by opinion of the competent body, within twenty (20) days from the receipt of the protocol of the receiving committee.

A representative of the institution is present during the appeal examination, and he is not obliged to be present, if the supplier so wishes. If during the appeal examination there is a disagreement from the representative of the institution or the supplier on a technical issue (such as the method of examination used using instruments), it is clearly stated in a relevant protocol, and the case is referred to the Supreme Chemical Council for opinion.

The result of the appellate examination is mandatory and final for both parties. Following the outcome of the appellate examination, the supplier may not request referral to a secondary acceptance committee.

The materials to be procured may be put into operational operation only after their final receipt by the operator.

Article 209
Material receipt time
If the contract only provides for a macroscopic examination or other inspections carried out by the committee itself or inspections carried out by other bodies (such as laboratories, laboratories) belonging to the body, the contractual time of receipt starts from the date of actual presentation of the material. If the contract provides, in addition to the macroscopic examination, for other checks carried out by other non-carrier bodies, the contractual time of receipt shall start from the date of actual presentation of the material, without counting this time from the dispatch of the samples for until the results of the audit have been communicated to the Commission.

3. If the receipt of the materials and the drafting of the relevant protocol is not carried out by the receiving committee within the time specified in the contract, it is considered that the receipt was done automatically, without prejudice to the rights of the State and a relevant decision is issued by the competent decision body, on the basis of only the proof of production certified by the service that receives the materials, and according to this decision the warehouse of the institution issues a voucher for the import of the material and its registration in its books, in order to make the payment of the supplier.

4. Irrespective of the above-mentioned automatic receipt and payment of the supplier, the checks provided for in the contract shall be carried out by a committee set up by a decision of the competent decision-making body, in which the chairman and members of the committee who did not the receipt at the time stipulated by the contract. The above acceptance committee carries out all the acceptance procedures provided by the contract and article 208 and draws up the relevant protocols. The letters of guarantee for advance payment and good performance shall not be returned before the completion of all the checks provided for in the contract and the drawing up of the relevant protocols, in accordance with Article 72. Any action taken by the initial acceptance committee shall not be considered.

As amended by Article 22 LAW 4441/2016 with effect on 6/12/2016
See the evolution of the paragraph

Article 210
Charter Insurance

1. If the supply is made on the condition of delivery FOB FOT, the choice of means of transport is made with care and expense of the contracting authority. After signing the contract, the economic operator is obliged to request from the contracting authority written instructions regarding the transfer of the material. In
Uploading to intermediate stations or ports without the consent of the buyer is not allowed.

b) If the means of transport is a ship, this is subject to the terms and agreements of CLASSIFICATION CLAUSES.

Also, the loading takes place inside the hull and not on the deck of the ship unless the buyer decides otherwise. Premiums due to the age of the ship, or for any other reason, are borne by the supplier, when the supply is made on the condition of delivery CIF.

2. In the event that the supply is made on condition that the insurance is made with the care and expense of the supplier, it is assigned to an insurance company and covers risks of the buyer's choice, depending on the nature of the goods, travel events, packaging and other related factors, which are defined in the relevant contract. In addition to the above risks, there are also risks such as war, strikes, stops, political unrest, as defined in the clauses of the London Institute of Insurers that apply at any time.

3. In all cases of insurance, the beginning and the end of the insured transport risks are done, according to the clause from warehouse to warehouse (WAREHOUSE TO WAREHOUSE) including the stay of the goods in the customs premises or other INTRANSIT warehouses of the place of destination of the materials, for forty five (45) days from their arrival.

4. The insurance covers the CIF value of the goods plus 5%.

Article 211
Loading announcement

1. Immediately after the loading of the materials, the supplier shall notify the contracting authority, by telegram or telex or fax, of the loading details which shall include at least:

a) The contract number and the relevant credit of the Bank of Greece, if any.

b) If the transfer is made by ship, the name of the ship, its nationality and its flag.

c) The number of boxes, the signs and numbers on them, as well as the loaded quantity and weight (gross net).
2. If the supplier fails or delays in sending the above telegram or telex or fax, he shall bear the costs of arrears and stay at customs or INTRANSIT premises of the conventional materials, from the arrival of the means of transport until the arrival of the means of transport.

Article 212
Quality control abroad

1. When materials are imported from abroad before they are loaded or at the stage of manufacture, the contracting authority may entrust, in accordance with the provisions on public procurement, quality and quantity control to an international inspection body. In this case, the final receipt of the material is made in Greece by the competent receipt committee, in accordance with the provisions of the contract and the provisions in force.

2. Does the economic operator have the following obligations towards the international audit firm?

a) To have the necessary technical means and technical personnel, in particular for moving, moving, stacking the material to be checked and for any other action that is necessary for the check.

b) To have all the technical means at its disposal for the verification of the quality of the material to be checked.

c) To have the materials collected in the same city or location, otherwise, he bears the additional costs of the control.

d) To inform the competent bodies of the international control office, on the progress of the execution of the order.

e) In case of rejection of the materials by the international audit office, the economic operator shall bear the costs that will arise from the required audit or audits.

3. If the International Material Control Bureau does not arrive in time, the economic operator must contact the competent service performing the procurement to take the necessary action.

4. The value of samples and counter-samples of the material, where required, during the inspection abroad, shall be borne by the economic operator.
The International Audit Office shall, if it is found during the inspection that the material does not meet the requirements of the contract, not issue the certificate of inspection, but shall immediately inform the contracting authority in order to receive instructions on its further actions.

The contracting authority, instead of entrusting the audit to an international audit firm, may send a committee of specialized public sector officials to carry out the audit abroad. In that case, this committee shall draw up and submit to the contracting authority minutes of the audit carried out. The economic operator’s obligations to the Commission are the same as those of the International Audit Office.

**Article 213**

**Discard conventional replacement materials**

1. In case of final rejection of all or part of the contractual quantity of materials, by decision of the resigning body after the opinion of the competent body, its replacement may be approved by another, which is in accordance with the terms of the contract, within a regular period set by this decision.

If the replacement is made after the expiration of the contractual time, the deadline set for the replacement cannot be longer than 1/2 of the total contractual time, and the supplier is considered overdue and is subject to penalties due to late delivery.

If the supplier does not replace the discarded materials within the deadline and after the contractual period has expired, it is declared void and subject to the penalties provided.

2. The returned materials are returned after the presentation of an equal quantity with the rejected one and after it is finally received. In this case the supplier is obliged to receive the quantity rejected and replaced within twenty (20) days from the date of final receipt of the new quantity. This deadline may be extended at the request of the supplier, which must be submitted at least five (5) days before its expiration, by a decision of the competent decision-making body which imposes a fine of 2.5% on its contractual value. specific quantity. If this period has elapsed and the extension granted and the supplier has not received the rejected quantity, the body may destroy or sell that quantity.

3. By decision of the competent body, after giving the opinion of the competent body, the return to the supplier of the discarded materials may be approved, provided that a security deposit is lodged with the supplier covering the amount paid.
The samples used in the procurement fall into the following categories:

a) Samples of carriers.

This category includes the samples sent by the bodies for which the materials to be supplied are intended, on the basis of which the supply will take place.

b) Samples of economic operators

In this case, the samples submitted by the economic operators when required by the contract documents are subject.

c) Samples of suppliers from the conventional materials to be received.

This category includes samples taken by the receiving committees for sampling of materials delivered by suppliers in performance of the contract.

2. Each sample, depending on the nature of the material to be supplied, must be in a quantity or size perfectly sufficient for the relevant mechanical, chemical or macroscopic examination or practical test.

The quantity or size of samples may be specified:

a) From the service that carries out the assignment process, in order for samples of pests (category a`).

b) In the contract documents, in the case of samples of economic operators (category b`)).

c) From the contract, for samples of the contract materials to be received (category c`).

If the relevant contract does not specify the quantity and size of the samples, the provisions for sampling of the General State Chemistry (GCC) or the national or European or international standards for sampling apply.

3. Samples of all categories shall be submitted to the competent department, in accordance with the provisions of the contract documents, in duplicate (sample sample) with the exception of:

a) The samples of the bodies, unless the service has defined otherwise.
The samples taken by the acceptance committees during the inspection process of the conventional materials to be received, which are taken in duplicate, but one of them is sent directly by the committee for laboratory examination or used for practical testing.

4. If the contract documents do not provide for the submission of samples, samples submitted by the suppliers will not be accepted.

5. The samples (officially) of category a` approved by the contracting authority, are valid for the respective declaration and the characteristics in respect of which they have been approved are clearly defined. Class b samples must be in accordance with the technical specifications. If an official sample is provided by the declaration, then the samples of category b` should be, according to the official sample. The samples of category b` are evaluated during the evaluation stage of the technical offer in a way that is clearly defined in the contract documents (macroscopic test, laboratory test, practical test or a combination thereof).

6. If the samples belong to vulnerable or dangerous materials, the supplier is obliged to report this in writing on the sample in the Greek language, specifying, at the same time, the manner of their storage and maintenance. For samples of category a`, as well as samples of the conventional materials to be received, the above obligation has the body and the chairman of the committee, respectively.

7. If the supply of the material is based on samples of category a`, the interested parties may be informed of these samples during the period defined by the announcement or the invitation either by a simple macroscopic examination of the interested parties or by receiving a copy or illustration of this, with their own care and responsibility.

8. When evaluating the tenders by the competent body, the relevant samples shall also be taken into account. If it is necessary to unseal the sample in order to carry out the inspection by the competent body, it is done in front of an employee of the sample keeping service, and after the inspection, the sample is resealed. Also, part of the sample is taken before the sample service officer when required.

9. The approval of samples and counter-samples shall be made by the body responsible for the technical evaluation of tenders as follows:

The samples sent by the bodies for which the materials are intended, at the stage of approval of the technical specifications. If the technical specifications are
The samples submitted by the economic operators during the award procedure, after the award of the supply.

The official samples are received by the receiving committee for use during the inspection stage and are returned upon receipt of the materials, provided that, due to their nature, they are not destroyed during the inspection process.

10. If provided for in the contract, the supplier shall be provided, upon request, with the official sample of the carrier or part thereof, depending on the nature of the material, to be used during the manufacture of the material. The supplier is obliged to return it at the latest upon delivery of the material.

11. The samples are returned as follows:

a) To the economic operators to whom the supply was not awarded or not assigned, if they were not destroyed, partially or completely, during the audit process, within fifteen (15) days from the date of the announcement of the relevant award or assignment, with care and responsibility for them and at their request.

b) To the suppliers to whom the award or assignment was made, if they were not destroyed, partially or completely, during the inspection process, within thirty (30) days from their return by the receiving committee and if the final acceptance has taken place, with care and responsibility of these and upon their request.

12. The value of the samples and counter-samples taken by the receiving committees is borne by the suppliers and is not paid.

13. If the contract also provides for laboratory tests, they are carried out by accredited laboratories of the contracting authority or the G.H.K. or any other laboratory in the public sector, as it is delimited by the current provisions, depending on the nature of the material to be supplied and the form of control. If the above cannot be applied, laboratory tests are performed by accredited private sector laboratories. The above procedure is followed during the procedure of laboratory tests of the appellate examination.

14. The cost for all laboratory tests performed during the execution of the contract is borne by the supplier.

Article 215
Guaranteed supply operation
1. The contracting authority may, when it deems appropriate for a specific supply contract, provide in the contract documents a guaranteed operation of the object of the supply. The time and content of the guaranteed operation are described in the contract documents.

2. During the warranty period, the contractor is responsible for the proper operation of the object of the supply, issues of the contract.

3. In order to monitor the fulfillment of the contractual obligations of the contractor, the monitoring and acceptance committee or a special committee appointed for this purpose by the contracting authority, performs the required control of the contractor's compliance with the contract for the guaranteed operation throughout the year, its validity by keeping relevant minutes. In case of non-compliance of the contractor with his contractual obligations, a committee suggests to the decision-making body of the contract the contractor's deduction.

As amended by Par.5 Article 33 LAW 4608/2019 with effect on 25/4/2019
See the evolution of the paragraph

4. Within one (1) month from the end of the scheduled time of the guaranteed operation, the monitoring and acceptance committee or the special committee prepares a relevant protocol for the acceptance of the guaranteed operation, in which it decides on the contractor's compliance with the requirements of the contract. In the event of non-compliance, in whole or in part, by the contractor, the collegiate body may propose the total or partial forfeiture of the performance guarantee provided for in Article 72. The Protocol shall be approved by the competent decision-making body.

As amended by Par.5 Article 33 LAW 4608/2019 with effect on 25/4/2019
See the evolution of the paragraph

SECTION III
PROVISIONS FOR THE EXECUTION OF SERVICE CONTRACTS

Article 216
Monitoring the service contract

1. The monitoring of the execution of the service contract and its administration shall be carried out by the competent service or otherwise by the service appointed by a decision of the contracting authority or a committee also established by a decision of the contracting authority. The above service suggests to the competent decision-making body for all issues related to the proper execution of all the terms of the contract and the fulfillment of the obligations of the contractor, to take the necessary measures due to non-compliance with the above conditions and
2. The competent service may, by its decision, in particular in maintenance contracts, the execution of which requires continuous monitoring on a daily basis, appoint a staff member of the service as the supervisor with the duties of rapporteur. By the same decision, especially in cases of complex contracts, other officials of the competent service or of the bodies served by the contract may be appointed, who are assigned individual tasks to monitor the contract. In this case the supervisor acts as a coordinator.

3. The duties of the supervisor are, indicatively, the certification of the execution of the object of the contract, as well as the control of the contractor's compliance with the terms of the contract. Upon the recommendation of the supervisor, the service administering the contract may address documents with instructions and instructions to the contractor regarding the execution of the contract.

4. When provided in the contract documents, it is kept by the contractor diary in which are recorded the partial execution of the object of the contract, the daily employment of the staff in number and specialty, extraordinary events and other data related to the execution of the contract. The diary is co-signed by the supervisor of the contract, who may make observations on it in compliance with the terms of the contract. The logbook is kept at the place of execution of the service or when this is not possible, it is presented by the contractor at the headquarters of the service, if requested. When it is foreseen to keep a diary, then its records are an element for the receipt of the object of the contract by the receiving committee.

**Article 217**

**Duration of service contract**

1. The total duration for the execution of the object of the contract is defined in the contract documents and the contract. In addition, partial / intermediate deadlines are set, if required, for the individual stages of service delivery and / or submission of deliverables. Total duration means the period of time specified by the contracting authority in the contract documents and in the contract, which starts from the date of signing the contract or from the date specified in it and ends either on a specific date or deadline or, if any. intermediate individual deliverables, upon submission of the last deliverable at the time specified in the contract.
By reasoned decision of the contracting authority, upon the recommendation of the service administering the contract, the total duration of the contract may be extended up to 50% of it, at the request of the contractor submitted before its expiration, to objectively justified cases not due to the fault of the contractor. If the entire duration of the contract expires without a timely request for extension or, if the extended period expires as described above, without the contractor deliverables being submitted to the contracting authority, the contractor shall be declared void.

Article 218
Penalties

1. If the services are provided through the fault of the contractor after the expiration of the contract, and until the expiration of the extended period, criminal clauses may be imposed on him, with a reasoned decision of the contracting authority.

Penal clauses may also be imposed for improper execution of the terms of the contract.

As amended by Par.25 Article 43 LAW 4605/2019 with effect on 1/4/2019
See the evolution of the paragraph

2. The penal clauses are calculated as follows:

a) for a delay limited to a period not exceeding 50% of the total duration of the contract or in case of partial / intermediate deadlines of the respective deadline, a penalty clause of 2.5% on the contract value without VAT of the services provided overdue is imposed,

b) for a delay of more than 50% a penalty clause of 5% without VAT is imposed on the contractual value of the services provided overdue;

(c) the penalty clauses for exceeding the partial time limits are independent of those imposed for exceeding the total duration of the contract and may be revoked by a reasoned decision of the contracting authority, if the services relating to the above partial time limits are provided within the the approved extensions thereof and provided that the entire contract has been fully performed.

(d) any other penal clauses imposed for improper performance of the contractual obligations, if provided for in the contract documents. The total penal clauses in this case may not exceed ten percent (10%) of the value of the contract, unless the contracting authority decides otherwise.

As amended by Par.25 Article 43 LAW 4605/2019 with effect on 1/4/2019
3. The amount of the penalties is deducted / offset by / with the contractor’s fee.

4. The imposition of penal clauses does not deprive the contracting authority of the right to declare the contractor expropriated.

**Article 219**

**Receipt of the object of the general service contract**

As amended by Par.26 Article 43 LAW 4605/2019 with effect on 1/4/2019

See the evolution of the article

1. The receipt of the provided services or deliverables is done by an acceptance committee set up, in accordance with paragraph 3 of article 221.

As amended by Par.26 Article 43 LAW 4605/2019 with effect on 1/4/2019

See the evolution of the paragraph

2. During the acceptance process, the required inspection is carried out, in accordance with the provisions of the contract, and the contractor may be invited to attend. Upon completion of the procedure, the receiving committee shall: (a) either receive the relevant services or deliver them if the requirements of the contract are met without the approval or decision of the decision-making body; in accordance with paragraphs 3 and 4. The above also applies to partial receipts.

As amended by Par.26 Article 43 LAW 4605/2019 with effect on 1/4/2019

See the evolution of the paragraph

3. If the receiving committee considers that the services provided or the deliverables do not fully comply with the terms of the contract, an interim acceptance protocol shall be drawn up, stating the derogations found in the terms of the contract and giving an opinion on whether the reported deviations affect the and therefore whether the latter can meet the relevant needs.

As amended by Par.26 Article 43 LAW 4605/2019 with effect on 1/4/2019

See the evolution of the paragraph

4. The following is defined for the application of paragraph 3:

(a) In the event that suitability is found not to be affected, by a reasoned decision of the competent decision-making body, the receipt of such services or deliverables may be approved, at a discount to the contract value, which should be proportionate to the found deviations. Following the issuance of the above decision, the acceptance committee is obliged to proceed with the final acceptance of the
If the suitability is found to be affected, the services or deliverables shall be rejected by a reasoned decision of the competent decision-making body, subject to the provisions of Article 220.

As amended by Par.26 Article 43 LAW 4605/2019 with effect on 1/4/2019
See the evolution of the paragraph

5. If a period of more than thirty (30) days has elapsed from the date of submission of the deliverable by the economic operator and no receipt protocol of paragraph 2 has been issued or a protocol with remarks of paragraph 3, the receipt is considered to have taken place automatically.

As amended by Par.26 Article 43 LAW 4605/2019 with effect on 1/4/2019
See the evolution of the paragraph

6. Irrespective of the above-mentioned automatic receipt and payment of the contractor, the checks provided for in the contract shall be carried out by a committee set up by a decision of the competent decision-making body, in which the chairman and the members of the committee referred to in paragraph 1 may not participate. The above acceptance committee carries out all the acceptance procedures provided by the contract and draws up the relevant protocols. The letters of guarantee of advance payment and good execution are not returned before the completion of all the audits provided by the contract and the drafting of the relevant protocols. Any action taken by the original receiving committee will not be considered.

As amended by Par.26 Article 43 LAW 4605/2019 with effect on 1/4/2019
See the evolution of the paragraph

Article 220
Reject Delivery Replacement

1. In case of final rejection of all or part of the provided services and/or deliverables, with a discount on the contractual value, by decision of the competent decision-making body, after the opinion of the receiving committee, the replacement of these services and/or deliverables may be approved. be, in accordance with the terms of the contract, within a regular time limit set by this decision. If the replacement is made after the expiration of the total duration of the contract, the deadline set for the replacement may not exceed 25% of the total duration of the contract, and the service provider is considered overdue and is subject to criminal clauses, according to Article 218, due to late delivery.
If the contractor does not replace the services and / or deliverables that were rejected within the deadline set for him and after the total duration has expired, he is declared revoked and is subject to the penalties provided.

PART III
PROCEDURES FOR CONTRACTING PROCEDURES

Article 221
Instruments for conducting public procurement procedures

1. In the context of public procurement procedures, the bodies giving opinions to the decision-making bodies ("advisory bodies") shall in particular have the following responsibilities:

(a) evaluate tenders or requests to participate from tenderers or candidates;
(b) verify the suitability of tenderers or candidates for their participation in the public procurement process;
(c) check and evaluate the offers;
(d) in a competitive negotiated procedure, competitive dialogue or innovation partnership, negotiate with tenderers or candidates;
(e) suggest the exclusion of tenderers or candidates from the procedure, the rejection of tenders, the award of results, the release of guarantees, the cancellation of the procedure;
(f) give their opinion on any other matter arising out of the award procedure;
(g) at the stage of execution give their opinion on any matter arising out of the contract and in particular on the extension of the contractual time, any other modification of the contract and the contractor's deduction; and

h) give an opinion on the objections and appeals provided in this law that are submitted before the contracting authority or the Chief Authority at the stage of assignment and execution.

As amended by Par.38 Article 107 LAW 4497/2017 with effect on 13/11/2017
See the evolution of the paragraph

2. In exercising their powers, these bodies issue an opinion (including the rating) after voting on the most prevalent proposals (eg rating). The opinion (eg on the rating) of the body is the proposal that gathers the majority of those present. The opinion of these bodies should not be based on the average of the proposals.
By decision of the contracting authority, advisory bodies are set up for a specific contract or more or on an annual basis for the contracts concluded by the contracting authority. The existence of bodies on an annual basis does not preclude the establishment of a body of a specific contract or contracts. If the bodies are set up on an annual basis, the public procurement procedures that have not been completed within the year are continued and completed by the same body. In the case of centralized purchases by CAAs, the respective advisory bodies are set up by their decision. With the decisions hereof, extraordinary committees or working groups may be set up on a case-by-case basis to deal with specific issues concerning the conclusion procedures.

4. The decision of paragraph 3 specifies the responsibilities, the number and the qualities of the members, the operation of the bodies (committees, etc.), as well as any other necessary issue related to the above.

5. At the stage of performance of the contract, advisory bodies may be defined as organizational units integrated in the administrative structure of the contracting authority or the body that has undertaken the execution of the contract.

6. For the establishment and operation of the collective bodies in the contracting authorities, which fall within the scope of application of law 2690/1999 "Code of Administrative Procedure", the relevant provisions of the above law are applied. The collective bodies can also meet with the use of electronic means (teleconference), according to the provisions of par. 13 of article 14 of law 2690/1999 (AD 45). Especially in cases that are not carried out by electronic means, the unsealing and initialing of the files is done by the member or members who are at the seat of the contracting authority, in which the offers or applications for participation have been submitted, during the video conference.

As amended by Par.27 Article 43 LAW 4605/2019 with effect on 1/4/2019
See the evolution of the paragraph

7. In the composition of the advisory bodies of the present article, a member of the Non-Governmental Organization must participate. of Article 344.

8. In addition to the above, the following also apply to public works contracts:

a) When the award criterion uses the most economically advantageous tender only on the basis of price and the estimated value of the project contract does not exceed 1,000,000 euros, without taking into account the VAT amount, the tender committee consists of three (3) technical staff, category PE or TE, with their deputies, registered in the register of the case hi of this paragraph, with experience,
representatives of the contractors, nominated together with his deputy, by the pan-Hellenic contracting organizations, may be present at the work of the committee, without the right to vote.

b) When the most economically advantageous tender based on the best value for money is used as the award criterion or the estimated value of the project contract exceeds the limit of case a`, the tender commissioner consists of:

aa) Four (4) technical staff, category PE or TE, with their deputies, registered in the register of case h 'of this paragraph, with experience, technical specialization and specializations that are specific to the assigned job categories.

bb) One (1) representative of the Local Authorities, who is nominated with his deputy, by the Regional Union of Municipalities of the seat of the Region where the project is performed, registered in the register of case f.

cc) One (1) representative of the Technical Chamber of Greece (TEE), who is nominated with his deputy by the competent bodies of the TEE registered in the register of case f'.

dd) One (1) representative of the contracting organizations registered in the register of case f', indicated together with his deputy, by the pan-Hellenic contracting organizations, in the case of projects whose budget, excluding VAT and revision, is equal to or exceeds the limit implementation of the Directive, as defined in Article 5 or and organizations at Regional level, if any, in other cases.

c) The tender committee of case b`, is formed by the contracting authority of the construction body of the project.

d) In the cases of Article 50 or when the award criterion is the most economically advantageous tender based on the best value for money, employees of the contracting authority are prohibited from being appointed as members of the tender committee and therefore do not participate in the public lottery.

e) For the appointment of the members of the tender committee, the service responsible for conducting it requests in time the nomination of the members and the representatives of the social bodies (TEE or another Chamber, Regional Union of Municipalities and the contracting organizations), in the next case. The bodies served by the officials and other representatives shall provide the necessary facilities for the performance of their duties.
f) For the appointment of their representative, the Chambers, the Regional Associations of Municipalities and the contracting organizations conduct with their responsibility a public lottery according to the existing provisions, after timely publication of the day and time of its conduct, from relevant lists (registers) of persons, drawn up and maintained under the responsibility of the above bodies. The contracting authority shall nominate the nominated members, taking into account the requests for exemption, due to a conflict of interest situation in the specific competition. In this case, replacements of the excluded members are nominated, during the procedure of the previous case e'.

g) In the annual committees, the member who represents the user of the project, can be appointed from the beginning or in each specific case with a corresponding determination of the member instead of who participates in the committee.

h) A Register of Members of Committees for Procedures for Concluding Public Procurement of Works, Designs, Technical and Other Related Scientific Services (M.M.E.D.) is established and maintained at the General Secretariat of Infrastructure of the Independent Authorities and the Greek Parliament. By decision of the Minister of Infrastructure, Transport and Networks are regulated the terms, conditions and the procedure for registration in the Register, the process of preparation and maintenance of the Register, the duties of the registrants, their disciplinary offenses and any other related issues.

As amended by Par.1 Article 107 LAW 4530/2018 with effect on 30/3/2018

See the evolution of the paragraph

9. Especially in the public contracts of studies and provision of technical services and other related scientific services, in addition to the above in paragraph 1, the following also apply:

a) For the conduct of the competitions of this Book, the contracting Authority constitutes, after a public draw, by its decision. Tender Committee, consisting of three members. Two of the members are technical staff of category PE, with their deputies, registered in the register of case h 'of paragraph 2 of this article who have experience and qualifications in the subject of the contract awarded and one of them is appointed as chairman with the his deputy.

b) Exceptionally, the Tender Committee may be composed of five members, if at the discretion of the contracting authority the contract to be awarded is complex and requires specialized experience. Four of the members are technical staff, with their deputies registered in the register of the case or of the previous paragraph and
One of the members of the Tender Committee with his deputy is nominated in each case by the Technical Chamber of Greece, following a relevant request of the contracting Authority. The representative of T.E.E. results from a public draw held at the T.E.E. on the basis of a list drawn up following a relevant invitation per category of main study per year. If the T.E.E. does not respond within fifteen (15) days from the notification of the invitation, a person member of the TEE is selected by the contracting authority.

d) In cases of awarding contracts with a particularly complex, complex and specialized subject, additional qualifications must be determined by the decision of the Minister of Infrastructure, Transport and Networks, which must be met by the members of the Tender Committee.

e) Otherwise, the provisions of case h` of paragraph 2 apply.

As amended by Article 22 LAW 4441/2016 with effect on 6/12/2016
See the evolution of the paragraph

10. The draws provided for in paragraphs 2 and 3 shall be preceded by the publication of the contract details on the website of the developer and the Ministry of Infrastructure, Transport and Networks.

The draw must be carried out on the basis of the electronic lottery system of paragraph 6 of article 118 hereof, between the technical staff of the register of case h of paragraph 8 hereof at Regional Unit level based on the seat of the contracting authority, who have the corresponding qualifications of paragraph 8 or 9 of this case.

Refusal to perform the duties constitutes a disciplinary offense of the employee and is prosecuted according to the relevant provisions. For the rest, the provisions of article 26 of law 4024/2011 (A` 226) apply.

As amended by Par.2 Article 107 LAW 4530/2018 with effect on 30/3/2018
See the evolution of the paragraph

11. In addition to the provisions of paragraph 1, the following shall apply to public procurement and the provision of general services:

a) A three-member or five-member advisory body is set up (Executive Committee / Evaluation Committee). A separate three-member or five-member advisory body (Objectives Evaluation Committee) is set up to deal with any objections submitted
case of acceptance, in whole or in part, of an objection requesting the re-evaluation of technical bids, the objection evaluation committee shall, at its discretion, re-evaluate.

b) For the monitoring and receipt of the supply contract, a three-member or five-member Monitoring and Acceptance Committee is established by decision of the competent decision-making body of the Contracting Authority or the Contracting Body. This body proposes all matters of acceptance of the natural object, carrying out, macroscopic, operational and/or operational inspections of the subject of the contract, if provided by the contract or deemed necessary, draws up the relevant protocols, monitors and controls the proper execution of all the terms of the contract and the fulfillment of the obligations and suggests the taking of the imposed measures due to non-observance of the above conditions. By decision of the competent decision-making body, a secondary monitoring and acceptance committee may be set up with the above responsibilities.

c) By decision of the Minister of Economy, Development and Tourism, published in the Government Gazette, the conditions for the establishment of the primary, permanent or not, and the secondary admission committees may be determined, their composition, the process of selection of their members and any other issues related to the above.

d) For the receipt of the objects of a partial or total service contract, a three-member Acceptance Committee is established by a decision of the competent decision-making body of the Contracting Authority or the Contracting Body. If special knowledge is required, at least one member of the committee must have the corresponding specialty. Officials assigned to the Committee may also be appointed as members of the Committee herein, as provided for in Article 216.

e) For the selection of the members of the collective bodies of this article, the contracting authorities may conduct a lottery according to the provisions of article 26 of law 4024/2011 (A` 226).

f) The advisory bodies of this paragraph are composed of officials who serve in any employment relationship in the body conducting the competition or in another body of the public sector and operate in accordance with the general provisions in force of collective bodies.

g) The Committee of indent b) also raises issues of modification of supply contracts, in accordance with Article 132 without prejudice to Article 41.
For the monitoring or receipt of supply contracts or service contracts with an estimated value equal to or less than the amount of two thousand five hundred euros (2,500.00) no Monitoring or Receipt Committee is required and the relevant protocol is issued by the Head of the competent Service.

h. In the event of a reasoned inability to complete or set up the committees referred to in paragraph 1, the contracting authority may request from another contracting authority the appointment of one of its officials or staff to form the Commission.

As amended by Par.7 Article 33 LAW 4608/2019 with effect on 25/4/2019
See the evolution of the paragraph

**Article 221a**

**Deadlines for the completion of the individual stages**

As added with Par.28 Article 43 LAW 4605/2019 with effect on 1/4/2019
See the evolution of the article

1. The Committees that have undertaken the tender procedures complete their work within the following deadlines:

a) When the award criterion is the most economically advantageous tender based only on the price, the evaluation of the supporting documents and the technical offers is completed within seven (7) working days from the opening.

b) When the award criterion is the most economically advantageous offer based only on the price and the submission of a technical offer is not foreseen, the evaluation of the participation documents is completed on the same day with the unsealing. If the completion of the audit is not possible on the same day, due to the large number of offers, at least the first ten (10) in order of submission are audited. In this case the process continues in the following working days or in order of bidding.

c) When the award criterion is the most economically advantageous tender based on the best value for money, the evaluation of the supporting documents and the technical offers is completed within thirty (30) working days from the opening.

d) The evaluation of the financial offers is completed within two (2) working days.

e) The evaluation of the award documents is completed in two (2) working days.

f) The evaluation of the objections by the competent Committee is completed within five (5) working days from the notification to that of the objection and the full access to the files of the tender. Especially in cases of objections against a tender, the
2. The Contracting Authority decides on the Minutes within ten (10) working days from the notification of the relevant Minutes.

As added with Par.28 Article 43 LAW 4605/2019 with effect on 1/4/2019
See the evolution of the paragraph

3. The above deadlines shall be extended accordingly in the event that clarifications or additions are requested or confirmation of information is required in accordance with the provisions in force. In budget contracts over ten million (10,000,000) euros or complex contracts where the volume of supporting or technical offers is large, the above deadlines can be extended up to six times the above deadlines.

As added with Par.28 Article 43 LAW 4605/2019 with effect on 1/4/2019
See the evolution of the paragraph

4. Exceeding the above deadlines of paragraphs 1 and 2 does not imply invalidity of the procedure.

As added with Par.28 Article 43 LAW 4605/2019 with effect on 1/4/2019
See the evolution of the paragraph

BOOK II
CONTRACTS FOR WORKS, SUPPLIES AND SERVICES FORMER EXCLUDED SECTORS (DIRECTIVE 2014/25 / EU)

PART A
FIELD OF APPLICATION, GENERAL PRINCIPLES AND RULES

TITLE I
TMHMA I
FIELD OF APPLICATION

Article 222
Subject matter and scope (Article 1 of Directive 2014/25 / EU)

1. This Book (Articles 222 to 338) lays down rules for the planning and procurement procedures carried out by contracting entities for design contracts and tenders, regardless of their estimated value, unless otherwise specified in the individual Articles of this Book.
one or more contracting entities, provided that such works, supplies or services are intended for the execution of an ex-works contract. of the activities referred to in Articles 228 to 234.

3. This Book is without prejudice to the right of designation by law or administrative act, in accordance with Union law, of services of general economic interest, organization and financing thereof, in accordance with the rules on State aid, as well as the specific obligations to which to be subject according to the more specific provisions of the current legislation and in particular in par. Similarly, it does not affect the decision of the public authorities whether, how and to what extent they themselves wish to hold public office, in accordance with Article 14 TFEU and Protocol No. 26.

4. This Book does not affect the way in which social security systems are organized.

5. The scope of this Book does not include non-financial services of general interest.

6. By joint decision of the Ministers of Economy, Development and Tourism, Infrastructure, Transport and Networks and the case-supervising Minister, upon a reasoned request of the contracting entity, it is possible to derogate from the provisions of Articles 279, 281, 302, 315 to 317, 326 to 333, as well as par. 4, 5 and 6 of Article 1. The request of the contracting entity shall include the reasons that make the requested derogation necessary, due to the legal nature of the entity and / or the object of the contracts, as well as the proposed rules.

7. The provisions of articles 279, 281, 302, 315 to 317, 326 to 333, as well as par. 4, 5 and 6 of article 1 are not applied by the companies of Chapter B of law 3429/2005 (A 314).

As amended by Par.29 Article 43 LAW 4605/2019 with effect on 1/4/2019
See the evolution of the paragraph

**Article 223**

**Contracting authorities (Article 3 of Directive 2014/25 / EU)**

1. For the purposes of this Book (Articles 222 to 338), contracting authorities shall mean the State, regional and local authorities, bodies governed by public law and associations of one or more of these authorities or one or more of these bodies. public law.
2. "Regional authorities" means all the authorities of the administrative units listed indicatively at NUTS levels 1 and 2 and the smaller administrative units as referred to in Regulation (EC) 1059/2003 of the European Parliament and of the Council.

3. The principles of "local self-government" include all the authorities of the administrative units falling under NUTS 3 level, as well as smaller administrative units, as referred to in Regulation (EC) 1059/2003 of the European Parliament and of the Council.

4. Bodies governed by public law are bodies having all of the following characteristics:

   (a) set up for the specific purpose of meeting needs of general interest which are not of an industrial or commercial nature

   (b) have legal personality; and

   (c) are funded, for the most part, by the State, regional and local authorities or other bodies governed by public law, or are subject to management oversight by those authorities or bodies, or have an administrative, management or half of the members are appointed by the state, regional or local authorities or other bodies governed by public law.

**Article 224**

**Contracting entities (Article 4 of Directive 2014/25 / EU)**

1. For the purposes of this Book (Articles 222 to 338) the contracting entities are those who:

   (a) are contracting authorities or public undertakings carrying out one of the activities referred to in Articles 228 to 234;

   b) if they are not contracting authorities or public undertakings, they carry out, among their activities, some of the activities referred to in Articles 228 to 234 or a combination of such activities and operate on the basis of special or exclusive rights granted by a competent authority of Greece.

2. "Public undertaking" means any undertaking in which contracting authorities may exercise, directly or indirectly, a dominant influence by reason of ownership, financial participation or the rules governing it. Dominant influence on the part of the contracting authorities shall be presumed in any of the following cases in which those authorities, directly or indirectly:

   (a) hold a majority of the registered capital of the undertaking; or
management or supervisory body of the company.

3. For the purposes of this Article, "special or exclusive rights" means the rights conferred by a competent authority of Greece through any provision of law or administrative act which has the effect of restricting the exercise of the activities set forth in Articles 228 to 234 to a or more bodies, and which substantially affects the ability of other bodies to hear such activity.

The rights granted through a procedure in which sufficient publicity has been ensured and where the assignment of those rights was based on objective criteria do not constitute special or exclusive rights within the meaning of the first subparagraph.

These procedures include:

a) public procurement procedures with prior tender notice, in accordance with Book I (articles 3 to 221), Law 3978/2011, the provisions that harmonize the legislation in Directive 2014/23 / EU or this Book (Articles 222 to 338)

(b) procedures, in accordance with other Union legislation, set out in Annex II to Appendix B, which ensure sufficient prior transparency in the granting of authorizations on the basis of objective criteria.

Article 225

Mixed contracts covering the same activity (Article 5 of Directive 2014/25 / EU)

1. Paragraph 2 shall apply to mixed contracts which deal with different types of contracts, all of which fall within the scope of this Book (Articles 222 to 338). Paragraphs 3 to 5 shall apply to mixed contracts which are the subject of contracts covered by this Book and contracts governed by another legal regime.

2. Contracts that have as their object two or more types (works, services or supplies) are awarded, in accordance with the provisions applicable to the type of contract that characterizes the main object of the relevant contract.

In the case of mixed contracts consisting partly of services within the meaning of section 1 of SECTION IV of this Book and partly of other services or mixed contracts consisting in part of services and partly of goods, the principal object shall be determined in accordance with which of the estimated values of the respective services or goods is the highest.
Where the various parts of a particular contract are objectively divisible, paragraph 4 shall apply. When the various parts of a particular contract are not objectively divisible, paragraph 5 shall apply.

4. In the case of contracts with items that fall under this Book and with items that do not fall within it, contracting entities may choose to award either separate contracts for the individual parties or a single contract. When contracting entities choose to award separate contracts for the individual parties, the decision on the applicable legal status of each of these individual contracts is taken on the basis of the characteristics of each party.

Where contracting entities choose to award a single contract, the provisions of this Book shall apply, unless otherwise provided in Article 244, to the resulting mixed contract, irrespective of the value of the parties that would otherwise be subject to a different legal status and regardless of legal status which would otherwise have governed those parties.

In the case of mixed contracts containing elements of supply, works and services contracts and concession contracts, the mixed contract shall be awarded provided that, in accordance with Article 236, the estimated value of the part of the contract which is a contract under this Book is calculated (Articles 222 to 338) is equal to or higher than the corresponding threshold set out in Article 235.

5. Where the different parties to a contract are not objectively divisible, the legal status of the contract shall be determined by the principal object of that contract.

**Article 226**

**Contracts covering multiple activities (Article 6 of Directive 2014/25 / EU)**

1. In the case of contracts intended to cover multiple activities, contracting entities may choose to award separate contracts for each activity or to award a single contract. When contracting entities choose to award separate contracts, the decision on which legal status applies to each of these separate contracts is taken on the basis of the characteristics of each individual activity.

By way of derogation from Article 225, when the contracting entities decide to award a single contract, paragraphs 2 and 3 shall apply. However, when one of the relevant activities falls under Article 346 TFEU or Law 3978/2011 (A 137), it applies. Article 245.

The choice between awarding a single contract or awarding several separate contracts may not, however, be decided with a view to excluding the contract or
A contract intended to cover multiple activities shall be subject to the rules applicable to the principal activity for which it is intended.

3. In the case of contracts for which it is objectively impossible to determine the principal activity for which it is intended, the rules in force shall be determined in accordance with points (a), (b) and (c):

(a) the contract is awarded in accordance with the provisions of Book I if one of the activities for which it is intended falls within the scope of this Book and the other in Book I

(b) the contract is awarded, in accordance with the provisions of this Book, if one of the activities for which it is intended falls within the scope of this Book and the other with the provisions with which the legislation is harmonized in Directive 2014/23

(c) the contract is awarded in accordance with the provisions of this Book if one of the activities for which it is intended falls within the scope of this Book and the other does not fall within the scope of this Book, Book I or the provisions harmonizing legislation. in Directive 2014/23.

**Article 227**

**Common provisions (Article 7 of Directive 2014/25 / EU)**

For the purposes of Articles 228, 229 and 230, the term "supply" includes production, wholesale and retail. However, the production of natural gas in the form of extraction is subject to the scope of Article 234.

**TMHMA II**

**ACTIVITIES**

**Article 228**

**Natural gas and heat (Article 8 of Directive 2014/25 / EU)**

1. With regard to natural gas and heat, the provisions of this Book (Articles 222 to 338) shall apply to the following activities:

(a) the provision or operation of fixed networks intended to provide services to the public in the field of production, transmission or distribution of natural gas or heat

b) the supply of these networks with natural gas or heat.
The supply by a contracting entity other than a contracting authority of natural gas or heat from fixed networks providing services to the public shall not be regarded as an activity within the meaning of paragraph 1 where all of the following conditions are met:

(a) the production of natural gas or heat by that contracting entity is an unavoidable result of the activity referred to in paragraph 1 or in Articles 229 to 231;

b) the supply of the public network aims only at the financial exploitation of this production and corresponds to a maximum of 20% of the turnover of the contracting entity, based on the average of the last three years, including the current year.

**Article 229**

**Electricity (Article 9 of Directive 2014/25)**

1. With regard to electricity, the provisions of this Book (Articles 222 to 338) shall apply to the following activities:

(a) the provision or operation of fixed networks intended to provide services to the public in the field of electricity generation, transmission or distribution;

(b) the supply of such networks with electricity.

2. Supply by a contracting entity that is not a contracting authority with electricity from fixed networks providing services to the public shall not be considered a relevant activity within the meaning of paragraph 1, provided that all the following conditions are met:

(a) the electricity is generated by the contracting entity because its consumption is necessary for the pursuit of an activity not referred to in paragraph 1 or in Articles 228, 230 and 231;

(b) the supply of the public grid depends only on the own consumption of the contracting entity and does not exceed 30% of the total energy production of that contracting entity, based on the average of the last three years, including the current year.

**Article 230**

**Water (Article 10 of Directive 2014/25 / EU)**

1. With regard to water, the provisions of this Book (Articles 222 to 338) shall apply to the following activities:
the provision or operation of fixed networks intended to provide services to the public in the field of production, transport or distribution of drinking water.

2. The provisions of this Book shall also apply to contracts awarded or design contests organized by contracting entities engaged in an activity referred to in paragraph 1, which are linked to one of the following:

(a) hydraulic engineering, irrigation or drainage works, where the volume of water intended for drinking water supply exceeds 20% of the total volume of water produced by such irrigation or drainage works or installations;

b) sewage or wastewater treatment.

3. The supply by a contracting entity other than a contracting authority of drinking water to fixed networks intended to provide services to the public shall not be regarded as an activity within the meaning of paragraph 1 where all of the following conditions are met:

(a) the production of drinking water by the contracting entity is done because its consumption is necessary for the exercise of an activity not referred to in Articles 228 to 231

(b) the supply of the public network depends only on the same consumption of the contracting entity and does not exceed 30% of the total drinking water production of that entity, based on the average of the previous three years, including the current year.

Article 231
Transport services (Article 11 of Directive 2014/25 / EU)

1. The provisions of this Book (Articles 222 to 338) apply to activities aimed at providing or operating networks providing services to the public in the fields of rail, automated systems, trams, trolleybuses, buses or cable.

With regard to transport services, a network is deemed to exist when the service is provided under conditions laid down by the competent supervisory authority, such as itinerary conditions, available capacity or frequency of service.

2. This Book does not apply to service contracts for the provision of public passenger transport services by rail or metro, the assignment of which is governed by the provisions of Regulation (EC) 1370/2007 of the European Parliament and of the Council.
Article 232


The provisions of this Book (Articles 222 to 338) shall apply to activities relating to the exploitation of a geographical area for the purpose of making airports, seaports or inland ports or other terminals available to operators of air, sea or inland waterway transport.

Article 233

 Postal services (Article 13 of Directive 2014/25 / EU)

1. The provisions of this Book (Articles 222 to 338) shall apply to activities aimed at providing:

a) postal services

(b) services other than postal services, provided that such services are provided by a body which also provides postal services within the meaning of subparagraph (b) of paragraph 2 and if the conditions laid down in Article 251 (1) are not met are included in indent b’ of paragraph 2.

2. For the purposes of this article and without prejudice to Directive 97/67 of the European Parliament and of the Council, as incorporated by Law 2668/1998 (Α’ 282), as in force, are understood as:

a) "postal item": an item with a specific recipient, sent in its final form, regardless of its weight; in addition to mail items, these items include e.g. books, catalogs, newspapers, magazines and postal items containing articles with or without commercial value, regardless of their weight;

(b) "postal services" means services consisting in the collection, sorting, transport and delivery of postal items. These include both services that fall within and those that do not fall within the scope of the universal services defined, in accordance with Directive 97/67 / EC, as incorporated by Law 2668/2998, as in force;

(c) "services other than postal services" means services provided in the following areas:

(aa) mail management services (both pre-shipment and post-shipment, including mailroom management services);

(bb) services related to postal items not included in subparagraph (a), such as postage without a specific receipt.
Article 234
Extraction of oil and gas and exploration or extraction of coal and other solid fuels (Article 14 of Directive 2014/25 / EU)

The provisions of this Book (Articles 222 to 338) apply to the exploitation activities of a geographical area for the purpose of:

(a) the extraction of oil or natural gas;

(b) the search for or extraction of coal or other solid fuels

TMHMA III
THRESHOLDS

Article 235
Thresholds (Article 15 of Directive 2014/25 / EU)

The thresholds, in relation to the estimated value of the contract, excluding VAT, are defined as follows:

(a) EUR 418 000 for supply and service contracts, as well as for design contests;

b) EUR 5,225,000 for works contracts,

c) 1,000,000 euros for service contracts related to social and other special services are included in the list of Annex XVII of Appendix B.

The thresholds set in the above cases a` and b` apply, if they have not been revised, in accordance with Article 17 of Directive 2014/25 / EU.

Article 236
Methods for calculating the estimated value of contracts (Article 16 of Directive 2014/25 / EU)

1. The calculation of the estimated value of a contract shall be based on the total amount payable, excluding VAT, as assessed by the contracting entity, including any options or extensions of the contract, as expressly provided in the contract documents.

If the contracting entity provides for the awarding of prizes or the payment of sums of money to the candidates or tenderers, it shall take these amounts into account when calculating the estimated value of the contract.

2. When the contracting entity consists of separate business units, the total estimated value for all separate business units is taken into account.
By way of derogation from the first subparagraph, if a separate business unit is independently responsible for the procedures for awarding the same or certain categories of contracts, the value of the contracts may be calculated at the level of that unit.

3. The choice of the method used to calculate the estimated value of a contract is not made in order to avoid the application of any provision of this law. The contract is not terminated in such a way as to avoid the application of any provision of this law, unless justified by objective reasons.

4. The estimated value shall be valid at the time the contract notice is sent or, where no such notice is provided, at the time the contracting entity commences the contract award procedure, for example by contacting economic operators for the purpose of concluding the contract. Where appropriate as provided in Article 290.

5. In the case of framework agreements and dynamic purchasing systems, the value to be taken into account is the maximum estimated value, excluding VAT, of all contracts provided for the entire duration of the framework agreement or dynamic purchasing system.

6. In the case of innovation partnerships, the value to be taken into account is the maximum estimated value, excluding VAT, of the research and development activities that will take place at all stages of the proposed partnership, as well as the goods, services or works to be dismantled and supplied after the end of the planned cartel.

7. For the purposes of Article 235, contracting entities shall include in the estimated value of a works contract the cost of the works, as well as the total estimated value of any goods or services made available to the contractor by the contracting entities, if necessary for the execution of projects.

8. Where a proposed project or service provision may lead to the award of contracts in the form of separate lots, the total estimated value of all these lots shall be taken into account. When the total value of the lots is equal to or exceeds the threshold provided in Article 235, this Book (Articles 222 to 338) shall apply to the assignment of each lot.

9. Where a purchase plan for the acquisition of homogeneous goods may lead to the award of contracts in the form of separate lots, the total estimated value of all lots shall be taken into account for the application of points (b) and (c) of Article 235.
By way of derogation from paragraphs 8 and 9, contracting entities may award contracts for individual sections in accordance with the provisions of this Book, taking into account the estimated value of the section only if it is less than eighty thousand euros, excluding VAT (80,000) for supplies or services or from one million Euros (1,000,000) for projects, provided that the total value of the parts thus awarded does not exceed 20% of the total value of all the parts into which the proposed project, the proposed purchase of similar goods or the proposed provision of services.

11. In the case of supply or service contracts which have a periodic character or which are to be renewed within a specified period of time, the following shall be taken as the basis for calculating the estimated value of the contract:

(a) the aggregate fair value of successive contracts of the same type concluded in the previous 12 months or in the previous financial year, adjusted, if possible, to take account of any changes in their quantity or value during the 12 months following the original contract

(b) either the total estimated value of successive contracts concluded in the twelve months following the first delivery or during the financial year, if this exceeds twelve months.

12. In the case of supply contracts relating to finance leasing, leasing or leasing of products, the basis for calculating the estimated value of the contract shall be:

(a) in the case of fixed-term contracts, if their duration is equal to or less than twelve months, the total estimated value for the duration of the contract or, if the duration of the contract is longer than twelve months, the total value of the contract, including estimated residual value •

(b) for contracts of indefinite duration or for contracts whose duration cannot be determined, the monthly value multiplied by 48.

13. With regard to service contracts, the calculation of the estimated value of the contract is based, as appropriate, on the following:

(a) insurance services: the premium payable and other means of remuneration;

(b) banking and other financial services: fees, commissions payable, interest and other means of payment;
c) design contracts: fees, commissions payable and other means of remuneration.

14. For service contracts to which no total price is stated, the basis for calculating the estimated value of the contracts is:

(a) in the case of fixed-term contracts and if their duration is equal to or less than 48 months: the total value for their entire duration

(b) in the case of contracts of indefinite duration or lasting more than 48 months: the monthly value multiplied by 48.

TMHMA IV
EXCEPTIONS
ENOTHTA 1
EXCEPTIONS APPLICABLE TO ALL CONTRACTING BODIES

Article 237
Contracts awarded for the purpose of resale or lease to third parties (Article 18 of Directive 2014/25 / EU)

1. The provisions of this Book (Articles 222 to 338) do not apply to contracts awarded for the purpose of resale or lease to third parties when the contracting entity does not enjoy any special or exclusive right to sell or lease the subject matter of these contracts and when other entities are entitled to make such sale or lease freely under the same conditions as for the contracting entity.

2. Contracting entities shall notify the Commission upon request of all categories of products or activities which they consider to be excluded pursuant to paragraph 1.

Article 238
Design contracts and tenders awarded or organized for purposes other than the pursuit of one of the activities set out in Articles 228 234 or for the pursuit of such activity in a third country (Article 19 of Directive 2014/25 / EU)

1. The provisions of this Book (Articles 222 to 338) do not apply to contracts awarded and to design contests organized by contracting entities for purposes other than the pursuit of the activities set out in Articles 228 to 234 or to the performance of such activities in a third country, under conditions which do not presuppose the physical exploitation of a network or geographical area within the Union, nor does it apply to design contests organized for such purposes.

2. Contracting entities shall notify the Commission, upon request, of any activity which they consider to be excluded under paragraph 1.
1. This Book (Articles 222 to 338) does not apply to contracts and design contests that the contracting entity is required to award or organize, in accordance with procurement procedures other than those set forth herein in one of the following ways:

(a) a legal instrument creating international legal obligations, such as an international agreement concluded in accordance with the Treaties between a Member State and one or more third countries or their subdivisions, covering works, goods or services intended for the joint execution or exploitation of a project by its contracting parties,

b) international organization.

The Ministry of Foreign Affairs shall notify the Commission and the Authority of all legal remedies provided for in this case. (a) of the first subparagraph. The competent bodies and bodies are obliged to provide any information requested by the Ministry of Foreign Affairs and it is necessary for the notification of the previous paragraph.

2. This Book does not apply to contracts and design contests awarded or organized by the contracting entity, in accordance with the rules of procurement procedures established by an international organization or international financial institution, where the relevant contracts or design contests are fully funded by the contractor. such organization or institution. In the case of design contracts and tenders, mostly co-financed by an international organization or international financial institution, the parties agree on the applicable procurement procedures.

3. Article 246 applies to defense or security design contracts and tenders awarded in accordance with international rules. Paragraphs 1 and 2 shall not apply to the above design contracts and tenders.

**Article 240**

**Special exceptions for service contracts (Article 21 of Directive 2014/25 / EU)**

This Book (Articles 222 to 338) does not apply to service contracts which:

(a) have as their object the purchase or lease, on any financial terms, of land, existing buildings or other immovable property or concern rights thereto;
b) have as their object arbitration and conciliation services;

c) relate to any of the following legal services;

aa) legal representation of a client by a lawyer within the meaning of article 2 of p.d. 258/1987 in:

- arbitration or conciliation conducted in a Member State, a third country or before an international arbitration or conciliation body; or
- legal proceedings before courts, tribunals or public authorities of a Member State or a third country or before international courts, tribunals or institutions

(bb) legal advice provided for the preparation of any of the proceedings referred to in point i of this point or if there is a tangible indication and significant likelihood that the matter relating to the advice will be the subject of such proceedings, provided that the advice is provided by a lawyer, within the meaning of article 2 of p.d. 258/1987.

(cc) certification and authentication services of documents to be provided by notaries

(dd) legal services provided by third party property managers or appointed commissioners or other legal services whose providers are appointed by a court or tribunal in the Member State concerned or appointed by law to perform specific tasks under the supervision of such courts or tribunals

(ee) other legal services which in the Member State concerned are connected, albeit occasionally, with the exercise of official authority

d) financial services related to the issuance, sale, purchase or transfer of securities or other financial instruments, within the meaning of Law 3606/2007 (Α’ 195), as well as transactions performed by the European Financial Stability Facility; and the European Stability Mechanism

(e) loans whether or not linked to the issue, sale, purchase or transfer of securities or other financial instruments;

f) employment contracts

(g) public passenger rail or metro transport

(h) civil defense, civil protection and risk prevention services provided by non-profit organizations or associations and falling within the following CPV codes: 75250000-
patients

(i) contracts relating to airtime or program provision awarded to audiovisual or radio service providers.

For the purposes of the present case, the term "audiovisual media service providers" has the same meaning as that of cases a` and d` of paragraph 1 of article 2 of p.d. 109/2010.

The "program" has the same meaning as that of case b of paragraph 1 of article 2 of p.d. 109/2010, but also includes radio programs and radio program material. Also, for the purposes of this provision, "program material" has the same meaning as "program".

Article 241
Exclusive service contracts (Article 22 of Directive 2014/25 / EU)

The provisions of this Book (Articles 222 to 338) shall not apply to service contracts awarded to a body which is itself a contracting authority or to a group of contracting authorities under an exclusive right granted to them under the provisions of law or published administrative acts. These provisions are compatible with the TFEU.

ENOTHTA 2
SPECIAL EXCEPTIONS FOR THE ENERGY AND WATER SECTORS

Article 242
Contracts awarded by certain contracting entities for the purchase of water and for the supply of energy or fuels intended for energy production (Article 23 of Directive 2014/25 / EU)

This Book (Articles 222 to 338) does not apply to:

(a) contracts for the purchase of water, if they are awarded by contracting entities which carry out one or both of the activities related to drinking water and are defined in paragraph 1 of Article 230

(b) contracts awarded by contracting entities operating themselves in the energy sector through the pursuit of an activity referred to in Article 228 (1), Article 229 (1) or Article 234 relating to catering:

aa) by energy,
1. The provisions of this Book (Articles 222 to 338) shall apply to the award of contracts and design contests organized in the field of defense and security, with the exception of the following contracts:

a) contracts that fall within the scope of application of the second part of Law 3978/2011

b) contracts to which the second part of Law 3978/2011 does not apply, in accordance with articles 17 and 24 of the said law.

2. This Book shall not apply to design contracts and tenders which are not otherwise excluded under paragraph 1, in so far as the protection of the essential security interests of the country cannot be ensured by less drastic measures, such as the imposition of requirements for the protection of the confidentiality of the information which the contracting entity makes available in a contract award procedure, as provided in this Book.

In addition and, according to the case, (a) of paragraph 1 of Article 346 TFEU, this Book shall not apply to contracts and design contests not otherwise excluded under paragraph 1, in so far as the application of this Book would oblige the country to provide information on disclosure of which he considers contrary to his essential security interests.

3. When the procedure for the conclusion and execution of the contract or the tender for design is declared secret or must be accompanied by special security measures, in accordance with the current provisions of national legislation, in particular the provisions of paragraph 2 of article 35 of Law 3978 / 2011 (A` 137) and the decision no. 838/39/461322 / 14.08.2008 of the Minister of Interior (B` 1632), this Book does not apply, provided that the contracting entity considers that these essential interests can not be safeguarded by less intrusive measures, such as those referred to in the first subparagraph of paragraph 2.
This article applies to mixed contracts that have as their object a contract which falls under this Book (articles 222 to 338), as well as a contract which falls under article 346 TFEU or law 3978/2011.

2. Where the different parties to a particular contract can be objectively separated, contracting entities may award either separate contracts for the individual parties or a single contract.

When contracting entities choose to award separate contracts for separate parties, the decision on the applicable legal status of each of these separate contracts is taken on the basis of the characteristics of each department. When contracting entities choose to award a single contract, the following criteria apply to determine the applicable legal status:

(a) where part of a particular contract is governed by Article 346 TFEU, the contract may be awarded without the application of this Book, provided that the award of a single contract is justified by objective reasons;

b) when part of a specific contract is governed by Law 3978/2011, the contract may be awarded, in accordance with Law 3978/2011, provided that the award of a single contract is based on objective reasons. This section does not affect the thresholds and exceptions provided by Law 3978/2011. The decision for the award of a single contract, however, is not taken in order to exclude the contracts from the application of this Book or Law 3978/2011.

3. The case. (a) of the third subparagraph of paragraph 2 shall apply to mixed contracts to which the (a) and (b) of the aforementioned subsection.

4. Where the different parts of a particular contract are objectively impossible to separate, the contract may be awarded without the application of this Book, when it contains elements to which Article 346 TFEU applies otherwise, it may be awarded in accordance with the provisions of 3978/2011.

**Article 245**

Contracts covering multiple activities related to defense and security (Article 26 of Directive 2014/25 / EU)

1. In the case of contracts intended to cover multiple activities, contracting entities may choose to award separate contracts for each individual activity or to award a single contract. When contracting entities choose to award separate contracts for
When contracting entities decide to award a single contract, paragraph 2 shall apply. The choice between awarding a single contract and awarding several separate contracts shall not be made in order to exclude the contract or contracts from the scope of this Book (Articles 222 to 338) or Law 3978/2011.

2. In the case of contracts intended to cover an activity which is subject to this Book and another activity which:

a) is subject to Law 3978/2011 or

b) is covered by article 346 TFEU, the contract may be awarded, in accordance with the provisions of Law 3978/2011 (A’ 137) in cases falling under case a’ and may be awarded without the application of this Book in cases falling under case b’.

This section does not affect the thresholds and exceptions provided by Law 3978/2011.

Contracts falling under indent a) of the first subparagraph, which include additional contracts or other elements governed by Article 346 TFEU, may be awarded without the application of this Book.

However, the first and second subparagraphs shall apply provided that the award of the single contract is justified for objective reasons and that the decision to award the single contract is not taken with a view to excluding contracts from the application of this Book.

**Article 246**

**Contracts and design studies relating to defense or security and awarded or organized under international rules (Article 27 of Directive 2014/25 / EU)**

1. This Book (Articles 222 to 338) does not apply to defense or security design contracts and tenders which the contracting entity is required to award or organize, in accordance with contract procedures other than those of this Book. and which are provided for in any of the following:

(a) an international agreement or arrangement concluded in accordance with the Treaties between Greece and one or more third countries or subdivisions covering works, goods or services intended for the joint execution or exploitation of a project by the Contracting Parties;
enothta 2
SPECIAL RELATIONS

Article 247
Contracts between contracting authorities (Article 28 of Directive 2014/25 / EU)

1. A contract awarded by a contracting authority to a legal person governed by private or public law does not fall within the scope of this Book (Articles 222 to 338) if the following conditions are cumulatively met:

(a) the contracting authority exercises control over that legal person similar to that which it exercises over its own services;

(b) more than 80% of the activities of the audited legal entity are carried out in the performance of tasks entrusted to it by the supervising contracting authority or by other legal entities controlled by that contracting authority;

(c) there is no direct participation of private funds in the controlled legal entity, except for the forms of participation of private funds without the possibility of control or veto power required by law and do not have a decisive influence on the controlled legal entity.
A contracting authority shall be deemed to exercise control over a legal person in proportion to the control it exercises over its services within the meaning of indent a) of paragraph 1, when it exercises decisive influence over both the strategic objectives and the important decisions of the audited legal entity. Such control may also be exercised by another legal entity which in turn is controlled in the same way by the contracting authority.

2. Paragraph 1 shall also apply if a controlled legal entity, which is a contracting authority, awards a contract to the contracting authority which controls it or to another legal entity under the control of the same contracting authority, provided that there is no direct participation of private funds in the legal entity. person to whom the contract is awarded, with the exception of forms of private equity participation without the possibility of control or veto power required by national legislation. Comply with the Treaties and do not have a decisive influence on the controlled legal entity.

3. A contracting authority which does not exercise control within the meaning of paragraph 1 over a legal person governed by private or public law may nevertheless award a contract to that legal entity without applying the provisions of this Book, provided that the following conditions are cumulatively met:

(a) the contracting authority exercises joint control with other contracting authorities over that legal person similar to that which they exercise over their own services
(b) more than 80% of the activities of that legal person are carried out in the performance of the tasks assigned to it by the supervising contracting authorities or by other legal entities controlled by the same contracting authorities; and
(c) there is no direct participation of private funds in the controlled legal entity, with the exception of forms of private equity participation without control or veto power required by national legislation in accordance with the Treaties and not having a decisive influence on the controlled legal entity.

For the purposes of subparagraph (a) of paragraph 1, contracting authorities shall be deemed to exercise joint control over a legal person provided that the following conditions are cumulatively met:

(a) the decision-making bodies of the audited legal entity shall be composed of representatives of all the contracting authorities in which the same natural person may represent many or all of the participating contracting authorities;
(b) such contracting authorities are able to jointly exercise decisive influence over the strategic objectives and important decisions of the audited legal entity; and
A contract concluded exclusively between two or more contracting authorities does not fall within the scope of this Book, provided that all of the following conditions are met:

(a) the contract establishes or implements cooperation between the participating contracting authorities, which aims to ensure that the public services to be performed by those authorities are provided to achieve their common objectives;

(b) the implementation of such cooperation serves exclusively public interest purposes; and

(c) the participating contracting authorities carry out less than 20% of the cooperation activities on the free market.

5. In determining the percentage of activities referred to in indent (b) of paragraph 1, indent (b) of paragraph 3 and indent (c) of paragraph 4, account shall be taken of the average total turnover or other appropriate measure such as the costs borne by that legal entity in respect of services, goods and works during the three years preceding the award of the contract.

In the event that, due to the date of incorporation of the legal entity in question or the commencement of its activities or due to a reorganization of its activities, turnover or other activity-based measure, such as costs, is either not available for the last three years or is no longer appropriate, as long as the measurement of activity is proven to be reliable, in particular through business projections.

6. Contracts or agreements of any kind (eg programmatic, cooperative) which may be concluded under specific provisions may not fall within the scope of this Book, under the conditions set forth in Articles 222 to 252 and in particular this Article.

Article 248
Contracts awarded to an affiliated undertaking (Articles 29 and 31 of Directive 2014/25 / EU)

1. For the purposes of this article, "affiliated enterprise" means any enterprise whose annual accounts have been consolidated with the accounts of the contracting entity, in accordance with the requirements of Law 4308/2014 (A` 251).

2. In the case of entities that do not fall under the provisions of Law 4308/2014, "affiliated enterprise" means any enterprise which:
may have a dominant influence over the contracting entity; or

(c) is subject, together with the contracting entity, to the dominant influence of another undertaking by reason of ownership, financial participation or the rules governing it.

For the purposes of this paragraph, the term "dominant influence" shall have the same meaning as in the second subparagraph of Article 224 (2).

3. By way of derogation from Article 247 and subject to the conditions laid down in paragraph 4 of this Article, this Book (Articles 222 to 338) shall not apply to contracts awarded:

(a) by a contracting entity to an affiliated undertaking; or

(b) by a consortium set up solely by various contracting entities for the purpose of carrying on activities within the meaning of Articles 228 to 234 in an undertaking affiliated with one of these contracting entities.

4. Paragraph 3 shall apply to:

(a) service contracts, provided that at least 80% of the average total turnover of the associated undertaking during the last three years, taking into account all the services provided by that undertaking, comes from the provision of services to the contracting entity or other which is connected •

(b) supply contracts, provided that at least 80% of the average total turnover of the associated undertaking, taking into account all the supplies provided by that undertaking during the last three years, arises from the supply of goods to the contracting entity or to other undertakings with which connected •

(c) in works contracts, provided that at least 80% of the average total turnover of the associated undertaking, taking into account all the works provided by that undertaking during the last three years, comes from the provision of works to the contracting entity or to other undertakings to which it is connected.

5. Where, due to the date of incorporation of the associated undertaking or the date of commencement of its activities, its turnover is not available for the last three years, the undertaking shall suffice to prove that the turnover referred to in cases (a), (b) or c of paragraph 4 is reliable, especially with projections of business activities.
Where more than one undertaking affiliated with the contracting entity, with which they form an association of economic operators, provide the same or similar services or supplies or the same or similar projects, the total turnover resulting from the provision of services, goods or works by such affiliated undertakings.

7. Contracting entities shall, on request, notify the Commission of the following information concerning the application of paragraphs 2 and 3:

(a) the names of the undertakings concerned;

b) the nature and value of the contracts concerned;

(c) the information that the Commission deems necessary to demonstrate that the relationship between the contracting undertaking and the contracting entity meets the requirements of this Article.

Article 249
Contracts awarded to a consortium or to a contracting entity participating in a consortium (Articles 30 and 31 of Directive 2014/25 / EU)

1. By way of derogation from Article 247 and provided that the consortium has been established for the purpose of carrying out the specific activity for periods of at least three (3) years and that the constituent act of the consortium stipulates that the contracting entities forming it participate in it at least for the period in question, this Book (Articles 222 to 338) shall not apply to contracts:

(a) which is awarded by a consortium set up exclusively by certain contracting entities for the purpose of carrying on activities within the meaning of Articles 228 to 234, to one of those contracting entities; or

(b) which it entrusts to a contracting entity in such a joint venture in which it participates.

2. Contracting entities shall communicate to the Commission, at its request, the following information concerning the application of this Article:

(a) the names of the consortia in question;

b) the nature and value of the contracts concerned;

(c) the information that the Commission deems necessary to demonstrate that the relationship between the consortium to which the contracts are awarded and the contracting entity meets the requirements of this Article.
Article 250

Research and development services (Article 32 of Directive 2014/25 / EU)

The provisions of this Book (Articles 222 to 338) apply exclusively to research and development services contracts falling under CPV codes 73000000-2 to 73120000-9, 73300000-5, 73420000-2 and 73430000-5, provided that both of the following conditions are met:

(a) the results belong exclusively to the contracting entity for its own use in the exercise of its activity; and

b) the provision of the service is fully remunerated by the contracting entity.

Article 251

Activities directly exposed to competition (Article 34 of Directive 2014/25 / EU)

1. Contracts intended to enable an activity defined in Articles 228 to 234 are not covered by this Book (Articles 222 to 338) if it is demonstrated, under the request provided for in Article 252 below, that the activity carried on in Greece is directly exposed to competition in markets to which access is not restricted. Similarly, design contests organized to carry out such an activity in that geographical area are not covered by this Book.

This activity may be part of a wider geographical area or may be carried out only in certain circumstances. The competition assessment referred to in the first subparagraph of this paragraph, which shall be carried out on the basis of the information available to the Commission and for the purposes of this Book, shall not affect the application of its competition law. The above evaluation shall be carried out taking into account the market for those activities and the reference geographic market within the meaning of paragraph 2.

2. For the purposes of paragraph 1, whether an activity is directly exposed to competition shall be determined on the basis of criteria in accordance with the competition provisions of the TFEU. These may include the characteristics of the specific products or services, the existence of alternative products or services that are considered to be able to replace them both in terms of demand and supply,
Geographical reference market, on the basis of which the exposure to competition is assessed, means the area where the undertakings concerned participate in the supply and demand of goods or services, where the conditions of competition are sufficiently homogeneous and which can be distinguished from neighboring regions because, in particular, the conditions of competition are markedly different. This assessment shall take into account in particular the nature and characteristics of the products or services concerned, the existence of barriers to entry or possible consumer preferences, significant differences in the market shares of companies between the region concerned and neighboring regions, or the noticeable differences in prices.

3. For the purposes of paragraph 1, access to a market shall be deemed not to be restricted if the relevant Union legislation, as set out in Annex III to Appendix B, has been transposed into national law.

Where free access to a particular market is not presumed under the first subparagraph, it must be demonstrated that such access is free by law and de facto.

Article 252
Procedure for certifying the applicability of Article 251 (Article 35 of Directive 2014/25 / EU)

1. When the contracting entity considers that, based on the criteria in paragraphs 2 and 3 of Article 251, a given activity is directly exposed to competition on markets to which access is not restricted, it may submit a request to the Commission to confirm. Whereas this Book (Articles 222 to 338) does not apply to the award of contracts or to the design of design contests for the pursuit of the activity in question, accompanied, where appropriate, by the position taken by an independent national authority responsible for the activity in question. Such requests may relate to activities which are part of a wider sector or which are carried out only in certain parts of the Member State concerned.

This request shall inform the Commission of all relevant information, in particular any provision of law or administrative act or agreement relating to compliance with the conditions referred to in Article 251 (1).

As amended by Par.1 Article 38 LAW 4643/2019 with effect on 3/12/2019
See the evolution of the paragraph
2. If the request made pursuant to paragraph 1 is accompanied by a reasoned and substantiated position taken by an independent national authority responsible for the activity concerned, that position shall detail the conditions for the applicability of Article 251 (1) in the relevant activity, in accordance with paragraphs 2 and 3 of the said article. If the request is not accompanied by a position of a competent independent authority, the competent Ministry shall inform the Commission of all relevant information, and in particular of any provision of law or administrative act or agreement concerning compliance with the conditions referred to in paragraph 1 of Article 251.

3. Contracts intended to enable this activity to be carried out and design contests organized to carry out such activity shall cease to be subject to this Book if the Commission adopts an implementing act on the applicability of Article 1 (1), 251 within the period provided for in Annex IV of Appendix B of this book or that period has elapsed without the issuance of the implementing act.

4. Upon request, the contracting entity may, with the consent of the Commission, substantially amend its request, in particular as regards the relevant activities or geographical areas. In this case, a new deadline applies for the issuance of the implementing act, in accordance with paragraph 1 of Annex IV of Appendix B of this book, unless a shorter deadline is agreed.

As amended by Par.2 Article 38 LAW 4643/2019 with effect on 3/12/2019
See the evolution of the paragraph

5. Where an activity is already the subject of a procedure for Greece pursuant to paragraphs 1, 2 and 4, the receipt of subsequent applications for the same activity in Greece before the expiry of the time limit laid down for the first application shall not be deemed to be the beginning of new proceedings. and these applications are considered in the context of the first application.

TITLE II
GENERAL PRINCIPLES

Article 253
Principles governing procurement procedures (Article 36 of Directive 2014/25 / EU)

1. Contracting entities shall treat economic operators equally and without discrimination and shall act in a transparent manner, respecting the principles of proportionality, mutual recognition, protection of individual rights, protection of competition, protection of the environment and of sustainable development. the necessary measures to ensure the effectiveness of procurement procedures.
Procurement procedures are not designed to exclude them from the scope of this book (Articles 222 to 338) or to artificially restrict competition. Computation is considered to be artificially restricted when procurement procedures are designed to justifiably favor or favor certain economic operators.

2. In the performance of contracts, economic operators shall comply with their obligations under the provisions of the environmental, social security and labor laws established by European Union law, national law, collective agreements or international environmental, social and labor law, which are listed in Annex XIV of Appendix B of this book.

3. Compliance with the obligations referred to in paragraph 2 shall be monitored and certified by the bodies supervising the execution of the contracts within the meaning of Article 339, as well as by the public authorities and services acting within the limits of their responsibility and competence.

4. The contractors are included as a priority in the inspection and control programs of the Labor Inspection Body (SEPE), according to p.d. 113/2014 (Α` 180) and the Environmental, Construction, Energy and Mining Inspection Body, according to p.d. 100/2014 (Α` 167), provided that they meet the more specific criteria set out in the provisions governing the operation of these services.

5. The obligation of par. 2 is indicated in the contract documents and is a special condition of the contract according to article 335.

Article 254
Economic operators (Article 37 of Directive 2014/25 / EU)

1. Economic operators who, under the law of the Member State in which they are established, are entitled to provide the service in question shall not be rejected for the sole reason that, under the law of the Member State to which the contract is awarded, they should be either natural or legal persons.

However, in the case of works and services contracts, as well as supply contracts covering additional services or installation work, legal entities may be required to indicate, in their tenders or requests to participate, the names and appropriate professional names. qualifications of the staff members responsible for the execution of this contract.

2. Procurement associations may involve associations of economic operators, including temporary partnerships. Contracting entities do not require such associations to enter into a specific legal form for submitting a tender or request to participate.
Where necessary, contracting entities may specify in the contract documents how the associations of economic operators should meet the criteria and requirements for technical and professional competence referred to in Articles 303 to 309, provided that it is justified by objective reasons and is in accordance with the principle of proportionality. Conditions relating to the performance of the contract by such associations of economic operators, other than those imposed on individual participants, must also be justified by objective reasons and comply with the principle of proportionality.

As added by Article 22 LAW 4441/2016 with effect on 6/12/2016
See the evolution of the paragraph

4. Notwithstanding paragraph 2, contracting entities may require associations of economic operators to enter into a specific legal form once the contract has been awarded to them, in so far as the relevant change is necessary for the proper performance of the contract. Especially in the case of works contracts, the legal form of the contractor must be such as to ensure the existence of a single tax registration number for the association (eg a consortium formed by a notarial deed).

5. In cases where a tender is submitted by an association of economic operators, all its members are jointly and severally liable to the contracting entity. In the event of the contract being awarded to the association, this liability shall be waived until the full performance of the contract.

Article 255
Eligible participants Conditions related to GPA and other international agreements (Article 43 of Directive 2014/25 / EU)

1. Candidates or tenderers and, in the case of associations, their members may be natural or legal persons established in:

(a) a Member State of the Union; or

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

(c) in third countries which have signed and ratified the GPA, in so far as the contract in question is covered by Annexes 1, 2, 4 and 5 and the general notes relating to the Annex 1 of that GPA; or

(d) in third countries which do not fall into the above cases and have concluded a bilateral or multilateral agreement with the Union.
agreements to which the Union is bound, contracting entities within the meaning of
paragraph (a) of Article 224 (1) reserve for the works, goods, services and
economic operators of the signatory countries the same treatment as they reserve
for works, goods, services and services; the economic operators of the Union.

Article 256

Exclusively awarded contracts (Article 38 of Directive 2014/25 / EU)

1. The contracting entities may grant exclusively, under the more specific
conditions of this article and the presidential decree of par. 4, the right to participate
in procurement procedures to:

a) Protected Production Laboratories of article 17 of law 2646/1998 (A’ 236).
b) Limited Liability Social Cooperatives of article 12 of law 2716/1999 (A’ 96).
c) Social Cooperative Enterprises for integration of point a’ of par. 2 of article 2 of
law 4019/2011 (A’ 216) and
(d) any other economic operator whose main purpose, by virtue of its statutes, is
the professional and social integration of persons with disabilities or persons with
disabilities, provided that more than 30% of the entity's employees are employees
with disabilities or disabled workers or at least 30% of the employees in these
programs are disabled or disadvantaged employees.

As amended by Article 22 LAW 4441/2016 with effect on 6/12/2016
See the evolution of the paragraph

2. Contracting entities may provide for the performance of contracts under
protected employment schemes, provided that more than 30% of the employees in
these schemes are disabled or disadvantaged.

3. The selection of contractors from the above categories of economic operators is
carried out on the basis of a relevant invitation addressed to all these entities. The
tender notice or invitation shall state this article.

4. A presidential decree issued on the proposal of the Ministers of Interior and
Administrative Reconstruction, Economy, Development and Tourism, Labor, Social
Security and Social Solidarity, Health and Finance shall determine:

(a) the minimum percentage of contracts which contractors must award under this
Article and the method of calculation;
(c) the specific conditions for the award of the contracts referred to in this Article;
(d) a different minimum percentage of workers belonging to vulnerable groups of the population, provided that more than 30% and any other necessary matters are specified.

5. Until the issuance of the presidential decree provided for in paragraph 4, the provisions of paragraphs 1 to 3 shall apply.

As added by Article 22 LAW 4441/2016 with effect on 6/12/2016
See the evolution of the paragraph

**Article 257**


1. Unless otherwise provided in this Book (Articles 222 to 338) or in the current legislation and without prejudice to the obligations regarding the disclosure of the contracts awarded and the information of the tenderers and tenderers, as provided for in Articles 294 and 300, the contractor does not disclose information provided to it by economic operators which it has classified as confidential, including, but not limited to, technical or trade secrets and confidential aspects of tenders.

2. Contracting entities may impose requirements on economic operators in order to protect the confidentiality of information provided by contracting entities throughout the procurement process, including information made available in connection with the operation of a system. regardless of whether or not it has been the subject of a notification of the existence of a pre-selection system used as a means of tendering. Contracting entities may also require economic operators to ensure that these requirements are met by their staff, subcontractors and any other third party they use in awarding or executing the contract.

3. If an economic operator classifies information as confidential, due to technical or commercial secrecy, in its relevant statement, it shall explicitly state all relevant provisions of law or administrative acts that impose the confidentiality of the specific information.

4. They are not classified as confidential information about the unit prices, the quantities offered, the financial offer and the details of the technical offer used for its evaluation.

**Article 258**

Rules applicable to communications (Article 40 of Directive 2014/25 / EU)
Without prejudice to paragraphs 8 and 11, all communications, as well as all exchanges of information under this Book (articles 222 to 338), in particular the electronic submission of tenders, are carried out through the Ε.Σ.Η.Δ.Η.Σ., in accordance with the requirements of this article.

The tools and devices used for communications through the ESDH, as well as their technical characteristics, are non-discriminatory, generally available and interoperable with the generally used ICT, and do not limit the access of economic operators to the procurement process.

By way of derogation from the provisions of the first and second subparagraphs of this paragraph, the contracting entities shall not be obliged to require the use of the Ε.Σ.Η.Δ.Η.Σ. during the submission process in the following cases:

(a) where, due to the specific nature of the contract, the use of electronic media would require specific tools, devices or file formats that are not generally available or supported by generally available applications;

(b) when applications that support file formats suitable for the description of tenders use file formats that cannot be processed by any other open or generally available application or are in the form of exclusive licenses and cannot be downloaded or remotely use by the contracting entity,

c) when the use of Ε.Σ.Η.Δ.Η.Σ. would require special office equipment, which is not generally available to contracting entities,

d) when the contract documents require the submission of materials or scale models which can not be transmitted through the Ε.Σ.Η.Δ.Η.Σ..

For communications for which no electronic means of communication are used, in accordance with the third subparagraph, communication shall be by post or other appropriate means or by a combination of postal or other appropriate means and electronic means.

By way of derogation from the provisions of the first and second subparagraphs of this paragraph, the contracting entities shall not be obliged to require the economic operators to use the Ε.Σ.Η.Δ.Η.Σ. during the submission process, in so far as the use of media other than electronic is required either

a) in case of violation of the security of Ε.Σ.Η.Δ.Η.Σ. either

(b) whether the protection of the particularly sensitive nature of information requires a high level of protection which cannot be adequately ensured by the use
It is up to the contracting entities that require, in accordance with the second subparagraph of this paragraph, other means of communication other than electronic for the submission process, to state, in the separate report provided for in Article 341 of Book III, the reasons for this requirement. Where applicable, contracting entities shall state in the separate report the reasons why it is deemed necessary to use media other than electronic media pursuant to the fifth subparagraph of this paragraph.

2. By way of derogation from paragraph 1, oral communication may be used in relation to announcements other than the basic elements of the contract award procedure, provided that the content of the oral communication is sufficiently substantiated. To this end, the essential elements of the procurement process include the contract documents, applications and confirmations of interest and offers. In particular, oral communications with tenderers, which could have a significant impact on the content and evaluation of tenders, are adequately documented by appropriate means, such as written or audio files or summaries of key elements of the communication.

3. In all communication, exchange and storage of information, contracting entities shall ensure the integrity of the data and the confidentiality of tenders and requests to participate. They examine the content of the offers and the applications for participation only after the deadline for their submission.

4. In the case of construction contracts and design tenders, contracting entities may require the use of specific electronic means, such as electronic building information modeling tools or the like. In such cases, contracting entities shall offer alternative means of access, in accordance with paragraph 5, until such tools are generally available within the meaning of the second subparagraph of paragraph 1.

5. Contracting entities may, where necessary, require the use of tools and devices not generally available, provided that they offer alternative means of access.

Contracting entities shall be deemed to offer other appropriate means of access in any of the following cases:

(a) when offering free, complete, direct and free electronic access to such tools and devices from the date of publication of the notice, in accordance with Annex IX of Appendix B, or from the date of dispatch of the invitation to confirm interest; or in any other case, from the time of the commencement of the procurement procedure, in accordance with Article 290. The text of the notice or the invitation to confirm the
when ensuring that tenderers who do not have access to such tools and equipment or do not have access to them within the relevant deadlines, can access the procurement process using temporary insignia (access) available free of charge on the Internet, under the condition that the bidder himself is not responsible for the inability to access or

(c) when supporting an alternative channel for electronic tendering.

6. The E.Σ.Η.Δ.Η.Σ. must comply with:

a) The requirements of Annex V of Appendix B of this law and

b) The rules of this article and article 259. In addition to the above, E.Σ.Η.Δ.Η.Σ. must comply with the provisions:

a) in Law 3979/2011 and in the legislation issued under its authority, in particular in the Framework for the Provision of e-Government Services (EPC), which was ratified by the Decision of the Deputy Minister with number YAP / Φ.40.4 / 1/989/2012 Administrative Reform and e-Government and

b) in p.d. 25/2014.

7. This article applies to contracts with an estimated value of more than sixty thousand (60,000) euros, not including VAT.

8. By joint decision of the Ministers of Economy, Development and Tourism and Infrastructure, Transport and Networks, the technical details and procedures of this article are determined during the assignment and execution of the contracts of projects, studies and technical services regarding:

a) the determination of the content, the rules and the details of use of the individual tools of E.Σ.Η.Δ.Η.Σ., such as the online management of requests and information, the use of templates, the electronic notification, the public procurement, electronic catalogs, electronic auctions, dynamic purchasing systems, electronic orders, electronic invoicing, electronic payments,

b) the terms and conditions for the submission, notification, circulation of documents through ESIDIS, their type and content, the determination of the time of dispatch or receipt and the calculation of deadlines, evidence of notification and access by the interested financial body, as well as the manner and proof of access to documents through the E.Σ.Η.Δ.Η.Σ. and providing copies and
The technical details and procedures of this article are determined by a joint decision of the Ministers of Economy, Development and Tourism, Infrastructure, Transport and Networks and the co-competent Ministers during the assignment and execution of the contracts related to the interoperable connection of Ε.Σ.Η.Δ. H.Σ. with the National Public Procurement Database of the Authority and the information systems of the contracting authorities and all kinds of public sector bodies, such as the General Commercial Register, the Commitment Register of the General Accountant of the State, the relevant Registers of the Ministry of Infrastructure, Transport and (MEK, MEEP, etc.), of the DIAVGEIA Program of law 3861/2010 (Α’ 112), regarding data and documents of the public contracts that concern the transparency and are obligatorily registered in KIMDIS.

10. By decision of the Minister of Economy, Development and Tourism, the technical details and procedures of this article are determined for the supply and service contracts of this Book (articles 222 to 338) regarding:

a) the operation of the electronic portal E.Σ.Η.Δ.Η.Σ., its structure and content, in accordance with the provisions of law 3979/2011 and the ΠΗΔ, the classification of users, the way of access and study of the tender documents and the creation and issuance of copies using ICT, the respective IDs and credentials and the specific issues and methods of registration, authentication, the security policy of the website and the implementation of the current legislation for the protection of personal data of its users E.Σ.Η.Δ.Η.Σ.,

b) the determination of the content, the rules and details of use of the individual tools of E.Σ.Η.Δ.Η.Σ., such as the online management of requests and information, the use of templates, the electronic notification, the electronic conclusion of concluded contracts, electronic catalogs, electronic auctions, dynamic purchasing systems, electronic orders, electronic invoicing, electronic payments,

c) the terms and conditions for the submission, notification, circulation of documents through the E.Σ.Η.Δ.Η.Σ., their type and content, the determination of the time of sending or receipt and the calculation of deadlines, evidence of notification and access to the economic entity concerned, as well as the manner and proof of access to documents through the E.Σ.Η.Δ.Η.Σ. and providing copies,

(d) defining and implementing user training measures, through relevant training and education programs and seminars or by drawing up codes of practice; and
Consumer Protection of the Ministry of Economy, Development and Tourism.

11. Exceptionally, provided that the contracting entities operate their own electronic means of communication in accordance with the requirements of paragraphs 1 to 6 and 8 and Article 259 shall apply mutatis mutandis, it is possible to derogate from the obligation to perform communications and of this book, through Ε.Σ.Η.Δ.Η.Σ.

The assistance of the above requirements is suggested by the Directorate of Development and Technical Support of the National System of Electronic Public Procurement (ESIDIS) of the General Secretariat of Commerce and Consumer Protection to the Minister of Economy and Development.

The relevant exception is provided by a joint decision of the Ministers of Economy, Development and Tourism, as well as the competent Minister supervising on a case-by-case basis, which is issued upon a reasoned request of the contracting entity.

As amended by Par.40 Article 107 LAW 4497/2017 with effect on 13/11/2017
See the evolution of the paragraph

12. In the contracts of par. 7, par. 6 of article 36 is applied proportionally.

Article 259
ESIDIS Security Policy (article 40 par. 6 of Directive 2014/25 / EU)

1. The security level of Ε.Σ.Η.Δ.Η.Σ. is proportionate to the risks.

2. The following must be observed in the tools and devices for the electronic transmission and receipt of offers, as well as for the electronic receipt of applications:

(a) information on the specifications for the electronic submission of tenders and requests to participate, including encryption and stamping, is available to interested parties;

b) advanced electronic signatures are required, as defined in Regulation (EU) 910/2014. Contracting entities shall accept advanced electronic signatures backed by a recognized certificate, taking into account whether the certificates are issued by a certification-service-provider included in the list of confidence provided for in Commission Decision 2009/767 / EC, whether or not they were created by or
(aa) Contracting entities must determine the required advanced signature format, based on the formats established by Commission Decision 2011/130 / EU, and implement the measures necessary to enable them to technically process such formats. When a different electronic signature format is used, then the electronic signature or the holder of the electronic document includes information on the valid validation possibilities, under the responsibility of the National Telecommunications and Post Commission (EETT).

The validation capabilities allow the contracting entity to validate, in a modern connection, free of charge and in a way that is understandable for people with a different mother tongue, the electronic signature received as an advanced electronic signature, supported by a recognized certificate.

EETT communicates the information regarding the provider of the validation services to the Commission.

bb) In the case of tenders signed with the support of a recognized certificate included in the list of trusts, contracting entities must not apply additional requirements that may prevent tenderers from using these signatures.

For documents used in the procurement procedure and signed by a competent authority of a Member State or other issuing body, the competent authority or issuing body may specify the required format of advanced signatures, in accordance with the requirements of paragraph 2 of Article 1 of the Decision 2011/130 / EU. It also implements the measures necessary to be able to technically process these formats, including in the relevant document the information required for the processing of the signature. These documents include in the electronic signature or in the body of the electronic document information on the existing validation possibilities that allow the validation of the received electronic signature in synchronous connection.

As amended by Par.41 Article 107 LAW 4497/2017 with effect on 13/11/2017
See the evolution of the paragraph

3. The stamping services are provided, in accordance with the provisions of the decision of the Deputy Minister of Administrative Reform and e-Government No. YAP / Φ.40.4 / 163/2013, by third parties, national or foreign bodies, certified by the respective competent authorities for the provision of services. and interconnected with national time. The provision of the time marking services is proved by a relevant electronic confirmation of receipt of the services of these bodies to the
General Secretariat for Trade and Consumer Protection is not allowed to interfere in the time stamping process, as described above.

4. In case of technical inability of the operation of Ε.Σ.Η.Δ.Η.Σ.Η.Δ.Η.Σ. The above weakness is certified by the Directorate of Development and Support of Ε.Σ.Η.Δ.Η.Σ. of the General Secretariat for Trade and Consumer Protection of the Ministry of Economy, Development and Tourism and then, with a reasoned decision, the contracting entity determines the manner of conducting the procedure.

5. This article applies to contracts with an estimated value of more than sixty thousand (60,000) euros excluding VAT.

6. Users acquire the right to use the Ε.Σ.Η.Δ.Η.Σ., if they have the appropriate credentials required, according to the decision of paragraph 10 of article 258.

As amended by Article 22 LAW 4441/2016 with effect on 6/12/2016
See the evolution of the paragraph

7. By joint decision of the Ministers of Interior and Administrative Reconstruction and Economy, Development and Tourism, the level of security required for the use of Ε.Σ.Η.Δ.Η.Σ. is determined. at the various stages of the procurement process and other applications of this system.

As repealed by Article 22 LAW 4441/2016 with effect on 6/12/2016
See the evolution of the paragraph

Article 260
Central Electronic Public Procurement Register (KIMDIS)

Article 38 shall apply mutatis mutandis to the collection, processing and publication of data relating to the contracts of this Book (Articles 222 to 338).

Article 261
Nomenclatures (Article 41 of Directive 2014/25 / EU)


Article 262
Conflicts of interest (Article 42 of Directive 2014/25 / EU)
Contracting entities which are contracting authorities shall take appropriate measures, in accordance with the following:

a) effective prevention,

b) the location and

(c) the resolution of conflicts of interest arising in the conduct of procurement procedures, including the planning and preparation of the procurement procedure, as well as the preparation of procurement documents, in order to avoid distortions of competition and to economic operators.

2. A conflict of interest shall arise in particular when members of the staff of the contracting authority or of a service provider acting on behalf of the contracting authority who are involved in the award of the contract or may influence its outcome have, directly or indirectly, financial, economic or other personal interest, as specifically provided for in paragraph 4, which could be construed as affecting their impartiality and independence in the context of the contract award procedure.

3. The conflict of interest concerns in particular the following persons:

(a) members of the staff of the contracting authority or service provider acting on behalf of the contracting authority, including members of the decision-making and/or advisory bodies and/or

(b) the members of the administrative bodies or other bodies of the contracting authority

(c) the spouses and relatives by blood or by marriage, in a straight line indefinitely, and from the lateral to the fourth degree of the persons of cases a and b, which:

(aa) are involved in the procurement process, including the planning and preparation of the procedure, as well as the preparation of the contract documents and/or

bb) may affect its outcome.

4. For the purposes of this Article, "interests" means personal, family, financial, political or other common interests with candidates or tenderers or their subcontractors or with any member/candidate association of economic operators, including conflicting professional interests; such as in particular:

a) The participation of a person of par. 3 in the administrative or management bodies of an economic entity, when the said economic entity participates in the
b) The possession by a person of cases a and / or b of par. 3, of a percentage of more than 0.5% of the shares, corporate shares or other rights on the capital of an economic operator participating in the contract award process, provided that the possession of the above percentage allows participation in the management of this body.

c) The existence, during the period of time starting from twelve (12) months before the beginning of the contract award procedure and ending on the day of its conclusion, of a contractual bond that concerns either the provision of dependent work or the execution of a project or provision of services or the sale of products between a person of cases a’ and / or b’ of par. 3, with an economic operator participating in the contract award process.

5. The persons referred to in cases (a) and (b) of par. 3, are obliged to notify in writing to the contracting authority any conflict of interest of themselves or their relatives, within the meaning of indent c’ of par. 3, in relation to any candidate or tenderer, from the moment they become aware of this conflict, in order for the contracting authority to be able to take corrective action, as defined in par. 6. At the same time, these persons must refrain from any action related to the conduct of the procedure. conclusion of a contract. Violation of the provisions of the preceding paragraphs shall constitute grounds for annulment of any relevant administrative act.

6. The contracting authority shall give a reasoned decision on the assistance or non-assistance of a conflict of interest situation. If the contracting authority decides that there is a conflict of interest situation, it shall immediately inform the Authority and take appropriate measures without delay to ensure equal treatment of all tenderers, which may include the exclusion of that person from any participation in the relevant contract award procedure. and the provisions of paragraphs 4 and 5 of article 7 of law 2690/1999 (A’ 45).

7. If a conflict of interest cannot be remedied in any other way, the candidate or tenderer, who is related to it, is excluded from the procedure, as specifically provided in case d’ of par. 4 of article 73 of Book I.

8. The contracting authority shall prepare and send to the Authority a written report containing the cases of conflict of interest identified, as well as all subsequent measures taken, in accordance with this Article, in accordance with the specific provisions of Article 341.

Article 263
1. Contracting entities may use open or restricted procedures or negotiated procedures in advance of a contract notice or a competitive dialogue or innovation partnership as regulated in accordance with this Book.

2. The invitation to tender may take place by one of the following means:

(a) by periodic indicative notice, in accordance with Article 291, if the contract is awarded by restricted procedure or by negotiated procedure;

(b) by notification of the existence of a pre-selection system, in accordance with Article 292, if the contract is awarded by restricted procedure or by negotiated procedure or through a competitive dialogue or innovation partnership;

(c) by means of a contract notice in accordance with Article 293.

In subparagraph (a) of this paragraph, economic operators who have expressed an interest after the publication of the periodic indicative notice shall then be invited to confirm their interest in writing by means of an invitation to confirm interest, in accordance with Article 299.

3. In the special cases and circumstances expressly referred to in Article 269, contracting entities may use the negotiated procedure without prior notice of invitation to tender.

TITLE III
GENERAL RULES FOR CONCLUDING CONTRACTS

TMHMA I
PROCEDURES

Article 264
Open procedure (Article 45 of Directive 2014/25 / EU)

1. In the open procedure, any interested economic operator may submit a tender in the invitation to tender.

The minimum deadline for receipt of tenders is thirty five (35) days from the date of dispatch of the contract notice to the Publications Office of the Union, subject to the provisions of Article 289.

The bid is accompanied by the quality selection information requested by the contracting entity.
2. In cases where the contracting entities have published a periodic indicative notice that was not used as a means of tendering, the minimum time limit for receipt of tenders, as defined in the second paragraph of paragraph 1, may be limited to fifteen (15) days, provided that both of the following conditions are met:

a) the periodic indicative notice included, in addition to the information required by Annex VI Part A’ Section I of Appendix B’ of this law, all the information required by Annex VI Part A’ Section II of Appendix B’ of this law, if this information was available at the time of publication of the periodic indicative notice.

b) the periodic indicative notice is sent for publication to the Union Publications Office within thirty five (35) days and twelve (12) months prior to the date of dispatch of the contract notice to the Union Publications Office.

3. When an emergency situation duly substantiated by the contracting entity makes it impossible to meet the minimum deadline provided in the second subparagraph of paragraph 1, the contracting entity may set a deadline that may not be less than fifteen (15) days from the date of submission. contract notice.

4. The contracting entity may shorten by five (5) days the deadline for receipt of tenders set out in the second subparagraph of paragraph 1, when it accepts the submission of tenders by electronic means, in accordance with the provisions of Article 258.

5. By way of derogation from the time limits laid down in this Article, in particular in procedures for the award of contracts below the thresholds, the time limits laid down in Article 331 shall apply.

**Article 265**


1. In the restricted procedure, any economic operator may apply for participation in the invitation to tender, providing the quality selection information requested by the contracting entity.

The minimum deadline for receipt of applications is at least thirty (30) days from the date of dispatch of the contract notice or invitation to confirm interest to the Publications Office of the Union and in no case can be less than fifteen (15) days.

2. Only economic operators invited by the contracting entity after evaluating the information provided may submit a tender. Contracting entities may limit the number of eligible candidates who are invited to participate in the procedure, in accordance with the provisions of paragraph 2 of Article 304.
The deadline for receipt of tenders may be determined by mutual agreement between the contracting entity and the selected candidates, provided that all selected candidates are given equal time to prepare and submit their tenders. In the absence of an agreement on the deadline for receipt of tenders, the deadline may not be less than ten (10) days from the date of dispatch of the invitation to tender to the Publications Office of the Union.

4. The joint agreement of par. 3 is drawn up according to the more specific provisions of the contract documents, provided that the principle of equal treatment of the participants is ensured and is duly substantiated.

5. By way of derogation from the time limits laid down in paragraph 1, in particular in procedures for the award of contracts below the thresholds, the time limits laid down in Article 331 shall apply.

Article 266

**Negotiated procedure with prior invitation to tender (Article 47 of Directive 2014/25 / EU)**

1. In the negotiated procedure with a prior invitation to tender, any economic operator may apply for participation in the invitation to tender, providing the quality selection information requested by the contracting entity.

The minimum period for receipt of applications is at least thirty (30) days from the date of dispatch of the contract notice to the Union Publications Office or, if a periodic indicative notice is used as the notice of invitation, the invitation to confirm interest and in no case may be less than fifteen (15) days.

2. Only economic operators invited by the contracting entity after evaluating the information provided may participate in the negotiations. Contracting entities may limit the number of eligible candidates who are invited to participate in the procedure, in accordance with the provisions of paragraph 2 of Article 304.

3. The time limit for the receipt of tenders may be fixed by mutual agreement between the contracting entity and the successful tenderers, provided that everyone is given equal time to draw up and submit their tenders. In the absence of an agreement on the deadline for receipt of tenders, the deadline may not be less than ten (10) days from the date of dispatch of the invitation to tender to the Publications Office of the Union.

4. The joint agreement of par. 3 shall be drawn up in accordance with the specific provisions of the contract documents, provided that the principle of equal treatment of the participants is ensured and duly substantiated.
By way of derogation from the time limits laid down in this Article, in particular in procedures for the award of contracts below the thresholds, the time limits laid down in Article 331 shall apply.

Article 267

Competitive dialogue (Article 48 of Directive 2014/25 / EU)

1. In the competitive dialogue any economic operator may submit an application for participation in the invitation to tender, providing the information on the quality selection requested by the contracting entity.

The minimum period for receipt of applications shall be at least thirty (30) days from the date of dispatch of the contract notice to the Publications Office of the Union or, if a periodic indicative notice is used as the notice of invitation, of the invitation to confirm interest and in no case may be less than fifteen (15) days.

Only economic operators invited by the contracting entity after evaluating the information provided may participate in the dialogue. Contracting entities may limit the number of eligible candidates who are invited to participate in the procedure, in accordance with paragraph 2 of Article 304.

The contract is awarded exclusively on the basis of the award criterion of the most economically advantageous tender, in terms of value for money, in accordance with paragraph 2 of Article 311.

2. Contracting entities shall specify their needs and requirements in the contract notice and / or in a descriptive document. At the same time, in the same documents, they also present and identify the selected award criteria and set an indicative timetable.

3. Contracting entities shall enter into a dialogue with the selected participants in accordance with the relevant provisions of Articles 301 to 309, the purpose of which shall be to explore and identify the means by which they can best meet their needs. During this dialogue, they can discuss all aspects of the contract with the selected participants.

During the dialogue, contracting entities ensure equal treatment of all participants. To this end, they do not provide, in a discriminatory manner, information that may favor some participants over others.
Pursuant to Article 257, contracting entities shall not disclose to other bidders the proposed solutions or other confidential information provided by a candidate or tenderer participating in the dialogue without his / her written consent. This consent does not take the form of a general waiver, but is provided regarding the intended disclosure of the specific information.

4. The competitive dialogue may take place in successive stages, in order to reduce the number of solutions under consideration during the dialogue phase, by applying the award criteria set out in the contract notice or in the descriptive document. In the tender notice or in the descriptive document, the contracting entity states whether it will use the above possibility.

5. The contracting entity shall continue the dialogue until it can identify the solution(s) which may meet its needs.

6. After announcing the end of the dialogue and informing the remaining participants, the contracting entities shall invite, within the time and within the period specified in the contract documents, each of them to submit its final bid on the basis of the solution or solutions submitted and identified during the dialogue. These offers contain all the necessary and necessary elements for the execution of the project.

At the request of the contracting entity, these tenders may be clarified, specified and optimized. However, clarification, specialization and optimization or additional information may not result in changes to the essential elements of the tender or contract, including the needs and requirements specified in the invitation to tender or in the descriptive document, where such elements change; needs and requirements may distort competition or be discriminatory.

7. Contracting entities shall evaluate the tenders submitted on the basis of the award criteria set out in the contract notice or in the descriptive document.

At the request of the contracting entity, talks may be held with the tenderer who has been judged to have submitted the tender with the best value for money, to confirm the financial commitments or other conditions contained in the tender, finalizing the terms of the contract, provided this does not result in a substantial modification of key elements of the offer or contract, including the needs and requirements identified in the contract notice or in the descriptive document, and that they do not run the risk of distorting competition or causing discrimination.

8. Contracting entities may provide for the awarding of prizes or the payment of sums to participants in the dialogue.
In the Innovation Partnership, any economic operator may apply for participation in the invitation to tender, in accordance with indents b and c of paragraph 2 of Article 263, providing the information on the quality selection set by the contracting entity.

In the contract documents the contracting entity identifies the need for an innovative product, service or project, which is not met by the purchase of products, services or works already available on the market and lists the minimum requirements that all tenders must meet.

The information provided must be sufficiently defined so that economic operators are able to determine the nature and extent of the solution required and decide whether to apply for participation in the process.

The contracting entity may decide to form the innovation partnership with one or more partners carrying out separate research and development activities.

The minimum deadline for receipt of applications is at least thirty (30) days from the date of dispatch of the contract notice to the Publications Office of the Union and in no case can be less than fifteen (15) days.

Only economic operators invited by the contracting entity after evaluating the information provided can participate in the process. Contracting entities may limit the number of suitable candidates who are invited to participate in the procedure, in accordance with paragraph 2 of Article 304.

The contracts are awarded exclusively on the basis of the award criterion of the most advantageous, from a financial point of view, in terms of price-quality ratio, according to par.

As amended by Article 22 LAW 4441/2016 with effect on 6/12/2016
See the evolution of the paragraph

2. The Innovation Partnership aims to develop an innovative product, service or project and to subsequently purchase the resulting goods, services or works, provided that they meet the performance and maximum cost levels agreed between contractors and participants.

The innovation partnership is structured in successive phases, according to the sequence of steps of the research and innovation process, which may include the manufacture of products, the provision of services or the completion of projects.
Based on the above objectives, the contracting entity may decide after each phase to terminate the innovation partnership or, in the case of an innovation partnership with more than one partner, to reduce the number of partners by terminating individual contracts, provided that the contracting entity states in the contract documents these possibilities and the conditions of their use.

3. Unless otherwise provided in this Article, contracting entities shall negotiate with tenderers the initial and all subsequent tenders they submit, with the exception of the final tender, in order to improve their content.

Minimum requirements and award criteria are not negotiable.

4. During the negotiations, contracting entities shall ensure equal treatment of all tenderers. To this end, they do not provide discriminatory information that may favor some tenderers over others.

Inform, in time and within the time limit specified in the documents of the contract procedure, all bidders whose offers have not been excluded, in accordance with par. 5 in writing for any changes in the technical specifications or other contract documents, in addition to those specified the minimum requirements. Following these changes, contracting entities shall provide sufficient time for tenderers to amend and resubmit modified tenders, as appropriate.

Pursuant to Article 257, contracting entities shall not disclose to the other participants confidential information transmitted by a candidate or tenderer participating in the negotiations without his / her written consent. This consent does not take the form of a general waiver, but is provided regarding the intended disclosure of the specific information.

5. Negotiations during the Innovation Partnership proceedings can take place in successive stages, in order to reduce the number of tenders to be negotiated by applying the award criteria set out in the contract notice, the call for confirmation of interest or in the contract documents. The contracting entity shall specify whether it will make use of this possibility in the contract notice, in the invitation to confirm interest or in the contract documents.

6. When selecting candidates, contracting entities shall apply in particular the criteria relating to the candidates' competence in the field of research and development, as well as their ability to develop and implement innovative solutions.
Only economic operators invited by the contracting entity after evaluating the requested information can submit research and innovation plans to meet needs identified by the contracting entity as not being covered by the existing solutions.

In the contract documents the contracting entity defines the agreements governing the intellectual property rights.

In the event of an innovation partnership with more than one partner, the contracting entity, in accordance with Article 257, shall not disclose to the other partners solutions proposed by another partner or other confidential information transmitted by it within the partnership without its written consent. This consent does not take the form of a general waiver, but is provided regarding the intended disclosure of the specific information.

7. The contracting entity shall ensure that the structure of the partnership and in particular the duration and value of the different phases correspond to the degree of innovation of the proposed solution and the sequence of research and innovation activities required to develop an innovative solution, which is not yet available at the market. The estimated value of the goods, services or works purchased is not disproportionate to the investment in their development.

Article 269

Use of the negotiated procedure without prior publication (Article 50 of Directive 2014/25 / EU)

Contracting entities may use a negotiated procedure without prior invitation to tender in the following cases:

(a) if, following a tendering procedure, no tender has been submitted or any of the tenders submitted are ineligible or no tenders or any of the tenders submitted are appropriate, provided that the original terms of the contract have not been substantially altered.

A bid is considered inappropriate when it is irrelevant to the contract and clearly fails, without substantially modifying, to meet the needs and requirements of the contracting entity, as specified in the contract documents.

An application for participation is considered inappropriate when the economic operator's person has a compulsory or potential reason for exclusion, in accordance with Article 304 (1) or Article 305 (1), or if he does not meet the quality selection criteria set by the contracting entity, in accordance with Articles 304 or 305,
the extent that the award of such a contract is without prejudice to the award of 
subsequent contracts by tender; which will pursue in particular these objectives,

(c) if the works, goods or services can only be provided by a specific economic 
operator for any of the following reasons:

   aa) the purpose of the contract is the creation or acquisition of a unique work of art 
or artistic event, where the identity of the artist is inextricably linked to the unique 
character and value of the work of art;

   (bb) there is no competition because there are technical reasons to prevent its 
development;

   (cc) for reasons of protection of exclusive rights, including intellectual property 
rights.

The exceptions set out in subparagraphs (bb) and (cc) shall apply only if there is 
no reasonable alternative or substitute and the absence of competition is not the 
result of an artificial restriction of the contract,

(d) to the extent that it is absolutely necessary, if due to an urgent need due to 
unforeseen events for the contracting entity, it is not possible to meet the deadlines 
provided for the open, closed and pre-negotiated procedures by prior call for 
tenders. The circumstances invoked by the contracting entities to justify the 
urgency should in no case arise from their own responsibility,

(e) in the case of supply contracts for additional deliveries made by the original 
supplier and intended either for the partial replacement of goods or installations or 
for the extension of existing goods or installations, if the change of supplier would 
oblige the contracting entity to supply which are incompatible or cause 
disproportionate technical difficulties in use and maintenance,

(f) for new works or services consisting in the repetition of similar works or services 
entrusted to the contractor to whom an earlier contract has been awarded by the 
same contracting entities, provided that such works or services are in accordance 
with a basic design which has been the subject of initial contract which has been 
concluded in accordance with the procedure set out in paragraph 2 of Article 263.

The basic plan indicates the extent of possible additional projects or services and 
the conditions under which they will be awarded. The possible use of this procedure 
shall be indicated at the outset of the first invitation to tender and the total amount
for goods listed on a commodity exchange;

(h) for opportunity markets, when, by taking advantage of a particularly favorable opportunity presented for a very short period of time, goods can be acquired at a price much lower than the usual market prices;

(i) for the purchase of goods or services, on particularly favorable terms, either by a supplier who has ceased his commercial activities permanently or by the liquidator in an insolvency, legal settlement or similar procedure provided for by law;

(j) where the relevant service contract follows a design contest organized in accordance with this Book shall, in accordance with the rules laid down in the design contest, be awarded to the winner or one of the winners of that contest in the latter case, all The winners of the competition must be invited to participate in the negotiations.

As amended by Article 22 LAW 4441/2016 with effect on 6/12/2016
See the evolution of the article

Article 269a

The following indents of Article 269 shall be excluded from the mandatory application of Articles 79 (1) to (4), 258 (1) and 302 (1) (a).

(a) where the possibility of award is limited to a predetermined participant in accordance with indents c), e), f) and i) of paragraph 1;

(b) due to the urgency of the award in accordance with indents (d) and (h) of paragraph 1; and

(c) due to the particular characteristics of the transaction in the case of commodities that are listed and traded on a stock exchange in accordance with indent g) of paragraph 1.

In cases a´ and b´ the procedure is carried out in accordance with the terms of the invitation and the evaluation of the bids can be done in a single stage with the award of the contract. In case γ´ no prior invitation is required and the procedure is carried out based on the particular characteristics of the transaction.

As added with Par.30 Article 43 LAW 4605/2019 with effect on 1/4/2019
See the evolution of the article
ENOTHTA 1
TECHNIQUES AND TOOLS FOR ELECTRONIC CONTRACTS

Article 270
Dynamic purchasing systems (Article 52 of Directive 2014/25 / EU)

1. Contracting entities may use the dynamic purchasing system for current purchases, the generally available features of which meet their requirements. The dynamic purchasing system operates as a fully electronic process and is open throughout the period of validity of the system to any economic operator that meets the selection criteria. It can be divided into categories of products, works or services that are objectively defined based on the characteristics of the contract to be executed within the respective category.

These characteristics may include a reference to the maximum size of the specific contracts to be awarded or to a specific geographical area in which these contracts will be performed.

2. For the conclusion of a contract within a dynamic procurement system, contracting entities shall follow the rules of the restricted procedure. All candidates who meet the selection criteria are admitted to the system and the number of candidates admitted to the system is not limited, in accordance with paragraph 2 of Article 304. When the contracting entities divide the system into categories of products, works or services, in accordance with paragraph 1 of this Article, determine the applicable selection criteria for each category.

By way of derogation from Article 265, the following time limits shall apply:

(a) The minimum period for receipt of applications shall, as a general rule, be at least thirty (30) days from the date of dispatch of the contract notice to the Union Publications Office or the invitation to confirm interest, provided that a periodic indicative notice is used as the tender notice. and in no case can it be less than fifteen (15) days.

Following the submission of the invitation to tender for the award of the first contract under the dynamic purchasing system, there is no additional deadline for receipt of applications.
The provisions of paragraph 3 of Article 265 shall apply.

3. All communications within a dynamic purchasing system shall be made exclusively by electronic means, in accordance with paragraphs 1, 3 and 5 of Article 258.

4. For the purposes of awarding contracts within a dynamic purchasing system, contracting entities shall:

(a) publish a tender notice stating that it is a dynamic purchasing system;

(b) specify in the contract documents at least the nature and estimated quantity of the planned purchases, as well as all necessary information concerning the dynamic purchasing system, including its operation, the electronic equipment used and the technical arrangements and specifications of the connection;

(c) indicate any division into categories of products, works or services and their characteristics;

(d) provide free, full, immediate and free access, for as long as the system is in force, to the contract documents in accordance with Article 297.

5. The contracting entities shall provide, throughout the period of validity of the dynamic purchasing system, the possibility to any economic operator to request to participate in the system, in accordance with the conditions provided for in paragraph 2 of this article. The contracting entities complete the evaluation of these applications, according to the selection criteria within ten (10) working days from their receipt. This deadline may be extended to fifteen (15) working days in individual cases, when justified, in particular due to the need to examine additional documents or to verify otherwise whether the selection criteria are met.

Without prejudice to the first subparagraph and if the invitation to tender has not been sent for the first specific contract within the dynamic purchasing system, contracting entities may extend the evaluation period, provided that in the meantime there has been no further invitation to tender during the duration of the extension of the evaluation period. The duration of the extension that the contracting entities intend to make is indicated in the contract documents.

Contracting entities shall inform the economic operator concerned as soon as possible whether or not it has been admitted to the dynamic purchasing system.
Contracting entities shall invite all participants who have been accepted to submit a tender for the conclusion of any specific contract within the dynamic purchasing system, in accordance with Article 299. When the dynamic purchasing system is divided into categories of works, products or services, contracting entities shall invite all the participants who have been accepted in the category of the specific contract, to submit a bid.

The contracting entities shall award the contract to the tenderer who has submitted the best tender on the basis of the award criteria set out in the call for tenders for the dynamic purchasing system, the call for confirmation of interest, or, if notification is used of a pre-selection system, in the invitation to tender.

These criteria can, where appropriate, be specified more precisely in the invitation to tender.

7. Contracting entities which, pursuant to Article 305, invoke grounds for exclusion and selection criteria provided for in Book I of this Law, may, at any time during the period of validity of the dynamic purchasing system, require have been accepted to submit an updated responsible statement as provided in paragraph 1 of Article 79, within five (5) working days from the date of transmission of the application.

In the case of the first subparagraph of this paragraph, paragraphs 2 to 5 of Article 79 shall apply throughout the period of validity of the dynamic purchasing system.

8. Contracting entities shall indicate the period of validity of the dynamic purchasing system in the invitation to tender and shall inform the Commission of any change in that period of validity, using the following standard forms:

(a) if the period of validity changes without the system ceasing to function, by means of the form initially used for the tendering procedure for the dynamic purchasing system;

(b) if the system ceases to operate through the notification of a contract referred to in Article 294.

9. Interested economic operators as well as participants in the dynamic purchasing system are not charged before or during the period of validity of the system.

10. The contracting entity shall indicate in the contract documents the specific conditions of application of this article.
The first contract, regardless of its value, is subject to a precautionary review of legality, in accordance with the provisions in force at the time of the Court of Auditors, if the total estimated value of the Dynamic Purchasing System exceeds the applicable limits.

As added with Par.31 Article 43 LAW 4605/2019 with effect on 1/4/2019
See the evolution of the paragraph

**Article 271**

1. Contracting entities may resort to electronic auctions, in which new, reduced prices and / or new values are presented in relation to certain elements of the bids. For this purpose, the contracting entities organize the electronic auction in the form of a repeated electronic procedure, carried out after a preliminary complete evaluation of the bids, allowing their classification based on automatic evaluation methods.

As some service or works contracts that are the subject of copyright services, such as project design, cannot be graded based on an automated evaluation method, these contracts are not the subject of electronic auctions.

2. In an open or closed procedure or in a negotiated procedure with a prior call for tenders, contracting entities may decide that an electronic auction is to be conducted prior to the award of a contract, when the content of the contract documents and in particular the technical specifications can be precisely determined.

Under the same conditions, the electronic auction may be used in the new tender between the parties to a framework agreement, as provided for in paragraph 2 of Article 273, as well as in the tender for the award of contracts under the dynamic purchasing system, as referred to in in Article 270.

3. The e-auction concerns one of the following elements of tenders:

(a) prices only if the contract is awarded solely on the basis of price;

(b) the prices and / or new values of the tendering elements indicated in the contract documents, if the contract is awarded on the basis of the best value for money or the lowest cost tender, in accordance with a cost-effectiveness approach.

4. Contracting entities which decide to use e-auction shall state this in the invitation to tender, in the invitation to confirm interest or, if notification is used of the existence of a pre-selection system as a means of tendering, in the invitation to
The awarding bodies, before proceeding with the electronic auction, conduct a first complete evaluation of the bids, according to the award criterion or criteria and their weighting, as defined.

A tender shall be considered admissible when it has been submitted by a tenderer who has not been excluded in accordance with Article 304 (1) or Article 305 (1) and meets the selection criteria set out in Articles 304 and 305 if the tender complies with the technical specifications, without being abnormal or unacceptable or inappropriate.

Irregular tenders are considered in particular those tenders that do not meet the requirements of the contract documents, those that were received late, when there is evidence of collusion or corruption or those that are deemed abnormally low by the contracting entity. Ineligible bids are considered in particular those submitted by bidders who do not have the required qualifications and those whose price exceeds the contractor's budget, as determined and documented before the start of the contract award process.

A bid is considered inappropriate when it is not related to the contract and is clearly unable, without substantial modification, to meet the needs and requirements of the contracting entity, as specified in the contract documents.

An application for participation shall be deemed to be inappropriate when the economic operator has a compulsory or potential exclusion in accordance with Article 304 (1) or Article 305 (1) or if he does not meet the quality selection criteria set by the contracting entity, in accordance with Articles 304 or 305.

All bidders who have submitted acceptable bids are invited to participate in the online auction at the same time, using, at the pre-determined day and time, the login details, according to the instructions provided in the invitation. The e-auction can be conducted in successive phases. The electronic auction does not start before two (2) working days have elapsed from the date of sending the invitations.

6. The invitation shall be accompanied by the result of the full evaluation of the tender in question, which shall be carried out in accordance with the weighting provided for in Article 311 (5).

The invitation also mentions the mathematical formula, based on which, during the electronic auction, the automatic ranking of the bids is determined according to the new submitted prices and / or the new values. Except where the most economically
advantageous tender is based on price alone, this formula expresses the weighting of all the criteria laid down to determine the most economically advantageous tender, as stated in the disclosure used as by means of a contract notice or in other contract documents. To this end, margins are limited in advance to a specific value.

If alternative offers are allowed, a separate formula is provided for each alternative offer.

7. During each phase of the e-auction, contracting entities shall promptly disclose to all tenderers at least the information that enables them to know, at any time, their respective ranking. They may also, if indicated in advance, disclose other information about other prices or values submitted. Contracting entities may also announce at any time the number of participants in each phase of the auction. However, in no case can they disclose the identity of the bidders during the various phases of the electronic auction.

8. Contracting entities shall complete the online auction in one or more of the following ways:

a) at the predetermined date and time,

(b) when they no longer receive new prices or new values that meet the requirements for minimum variations, provided that they have previously stated the time allowed for receipt of the last submission before the end of the electronic auction; or

(c) when the predetermined phases of the auction have all been completed.

If the contracting entities intend to terminate the electronic auction in accordance with indent c of the first subparagraph, possibly in conjunction with the procedure provided for in indent b, the invitation to tender shall specify the timetable for each phase of the auction.

9. Upon completion of the electronic auction, the contracting entities shall award the contract, in accordance with Article 311, on the basis of the results of the electronic auction.

10. The contracting entity shall indicate in the contract documents the specific conditions of application of this article.

Article 272
Electronic directories (Article 54 of Directive 2014/25 / EU)
1. Where the use of electronic media is required, contracting entities may, subject to the decision referred to in paragraph 2, specify that tenders must be submitted in the form of an electronic catalog or include an electronic catalog.

2. By joint decision of the Minister of Economy, Development and Tourism and the Minister responsible for the matter, for the contracting bodies that are contracting authorities, the use of electronic catalogs for specific types of contracts may become mandatory.

3. Tenders submitted in the form of an electronic catalog may be accompanied by other documents that supplement the tender.

4. The electronic lists are compiled by the candidates or tenderers in order to participate in a specific contract award procedure, according to the technical specifications and the model determined by the contracting entity.

   In addition, electronic catalogs shall comply with the requirements for electronic media as well as with any additional requirements laid down by the contracting entity in accordance with Article 258.

5. Where the submission of tenders in the form of electronic catalogs is permitted or required, contracting entities:

   (a) indicate it in the invitation to tender, in the call for expressions of interest or, where notification is used of the existence of a pre-selection system as a means of tendering, in the invitation to tender or in the tender;

   (b) indicate in the contract documents all the necessary information, in accordance with Article 258 concerning the model, the electronic equipment used and the technical arrangements and specifications of the connection for the list.

6. If a framework agreement has been concluded with more than one economic operator following the submission of tenders in the form of electronic catalogs, contracting entities may stipulate that a new invitation to tender for specific contracts shall take place on the basis of updated lists. In this case, contracting entities use one of the following methods:

   (a) invite tenderers to resubmit their electronic catalogs, adapted to the requirements of that contract; or

   (b) inform tenderers that they intend to collect the required information from the electronic catalogs already submitted, in order to draw up tenders adapted to the
If the contracting entities announce a new tender for specific contracts, according to case b’ of par. 6, they inform the bidders about the date and time at which they intend to collect the information required in order to prepare bids adapted to the requirements of the specific and give tenderers the opportunity to refuse such information collection.

Contracting entities shall provide for a sufficient period of time between the information and the collection of information.

Prior to the award of the contract, the contracting entities shall present the information collected to the tenderer concerned, giving him the opportunity to challenge or confirm that the tender thus obtained does not contain material errors.

8. Contracting entities can award contracts based on a dynamic purchasing system requiring specific contract bids to be submitted in the form of an electronic catalog.

Contracting entities may also award contracts on the basis of a dynamic purchasing system under indents b’ of paragraphs 6 and 7, provided that the application for participation in the dynamic purchasing system is accompanied by an electronic catalog, in accordance with the technical specifications and the model specified by the contracting entity. This list is then completed by the candidates, after being informed of the contracting entity's intention to draw up tenders through the procedure in point (b) of paragraph 6.

ENOTHTA 2
COLLECTIVE CONTRACTS

Article 273

1. Contracting entities may conclude framework agreements, provided that they apply the provisions set out in this Book.

A framework agreement is an agreement concluded between one or more contracting entities and one or more economic operators, which aims to determine the terms of the contracts to be awarded during a given period, in particular as regards prices and, where as appropriate, the quantities provided for.
The duration of a framework agreement may not exceed eight (8) years, except in duly justified exceptional cases, in particular because of the subject matter of the framework agreement.

2. Contracts based on a framework agreement shall be awarded on the basis of objective rules and criteria which may include re-tendering between the economic operators which are parties to the framework agreement, as concluded. These rules and criteria are set out in the framework agreement documents.

The objective rules and criteria referred to in the first subparagraph shall ensure equal treatment of economic operators who are parties to the agreement. In the event of a new invitation to tender, contracting entities shall set a sufficient deadline for the submission of tenders for each specific contract and award each contract to the tenderer who submitted the best tender, based on the award criteria set out in the contract documents for the framework agreement.

Contracting entities must not use the framework agreements abusively or in such a way as to prevent, restrict or distort competition.

3. Framework agreements are sent to the Court of Auditors for prudential review, in accordance with the relevant provisions, while their implementing contracts only if their value independently exceeds the applicable limits.

As added with Par.32 Article 43 LAW 4605/2019 with effect on 1/4/2019

See the evolution of the paragraph

Article 274

1. Contracting entities may:

   a) to acquire works, goods or services from a K.A.A. providing the activity of sub-indent a) of indent 15 of paragraph 1 of Article 2,

   b) to acquire projects, goods and services using contracts awarded by a Central Procurement Authority, through dynamic purchasing systems managed by an K.A.A. or using a framework agreement from K.A.A. providing the activity of sub-indent b’ of indent 15 of paragraph 1 of Article 2.

When a dynamic purchasing system managed by a K.A.A. may be used by other contracting entities, this is stated in the contract notice introducing this dynamic purchasing system.
2. A contracting entity shall fulfill its obligations under this Book (Articles 222 to 338) when:

(a) acquires goods or services from a central purchasing authority offering the activity of sub-indent (a) of indent 15 of paragraph 1 of Article 2.

(b) acquires works, goods or services using contracts awarded by the CAA, dynamic purchasing systems managed by the CAA or, a framework agreement concluded by the CAA, which offers sub-indent activity (b) of indent 15 (1) of Article 2.

However, this contracting entity shall be responsible for fulfilling the obligations under this Book (Articles 222 to 338), as regards the parts performed by it, such as:

(a) the award of a contract under a dynamic purchasing system operated by a CAA;

(b) the holding of a new invitation to tender under the framework agreement concluded by a CAA.

3. All procedures for the award of contracts carried out by a CAA are carried out through the Ε.Σ.Η.Δ.Η.Σ., in accordance with the requirements set out in article 258 subject to paragraph 11 of article 258.

4. Contracting entities may, without applying the procedures of this book, award a service contract for the provision of central purchasing activities to a CCA.

These service contracts may also include the provision of ancillary purchasing activities.

5. a) It is possible, following a joint agreement document, to designate a contracting entity as K.A.A., which offers activities of case 15 of paragraph 1 of article 2.

This agreement is approved in accordance with the internal provisions governing the contracting entities that contract and specifies specific issues concerning the responsibilities of the contracting entity, as well as the categories of works, goods and services that constitute grouping object. For the purposes of this paragraph, paragraphs 2 and 3 of this Article shall apply. The agreement of the first subparagraph of this paragraph shall be notified to the competent Ministers on a case-by-case basis, as well as to the Authority and shall be mentioned in the contract documents.
of article 223, as K.A.A. based on either the sector or sector of the market in which
the contracting entity operates or the geographical area of activity or in application
of both of these criteria and to specify specific issues concerning its responsibilities,
as well as which are the subject of grouping.

**Article 275**

**Occasional joint procurement procedures (Article 56 of Directive 2014 / 25EE)**

1. Two or more contracting entities may agree to carry out certain specific procurement procedures jointly. The agreement shall be concluded in writing and shall specify at least the responsibilities of the parties, the division of obligations between the parties and the details of the necessary expenditure and appropriations of the parties.

2. In cases where a contract award procedure is carried out entirely jointly in the name and on behalf of all the contracting entities, the latter are jointly and severally liable for the fulfillment of the obligations arising from this Book (Articles 222 to 338). This also applies in cases where the process is managed by a contracting entity, acting both on its own behalf and on behalf of the other contracting entities.

If the contract award procedure is not carried out in its entirety in the name and on behalf of the contracting entities concerned, the latter shall be jointly and severally liable for those parts which are jointly carried out. Each contracting entity bears the sole responsibility for the fulfillment of its obligations, according to this Book for the parties that it conducts in its own name and on its own account.

**Article 276**

**Procurement procedures with contracting entities from different Member States (Article 57 of Directive 2014/25 / EU)**

1. Without prejudice to Articles 247 to 249, contracting entities from different Member States may act jointly for the award of contracts using one of the instruments of this Article.

Contracting entities shall not use the means of this Article in order to avoid the application of provisions of compulsory public law in accordance with Union law to which the Member State concerned is subject.

2. Contracting entities may use central purchasing activities offered by CCAs established in another Member State.
The national provisions of the Member State in which the CCA is established shall also apply to the following:

(a) contract award under a dynamic purchasing system;

(b) conducting a new tender within a framework agreement.

4. Contracting entities from different Member States may jointly award a contract, conclude a framework agreement or operate a dynamic purchasing system. They can also award contracts under the framework agreement or dynamic purchasing system. Unless the necessary information is regulated by an international agreement between the Member States concerned, the participating contracting entities shall conclude an agreement specifying:

(a) the responsibilities of the parties and the relevant national provisions applicable;

(b) the internal organization of the contract award procedure, including the management of the procedure, the distribution of the works, goods or services to be awarded and the award of contracts.

A participating contracting entity shall fulfill its obligations under this book (Articles 222 to 338) when purchasing works, goods or services from a contracting entity responsible for the contract award process.

In determining the responsibilities and the applicable national law, in accordance with indent a) of this paragraph, contracting entities may share specific responsibilities with each other and define the applicable provisions of national law of any of their Member States concerned. The division of responsibilities and the applicable national law are mentioned in the contract documents for the jointly awarded contracts.

5. If several contracting entities from different Member States have set up a joint body, including European Territorial Cooperation Groups under Regulation (EC) No 1082/2006 of the European Parliament and of the Council or of other bodies established under Union law, the participants contracting entities shall agree, by decision of the competent body of the Joint Body, on the applicable national rules on procurement procedures of one of the following Member States:
the national provisions of the Member State in which the joint body carries on its activities.

The agreement referred to in the first subparagraph may either be applied for an indefinite period of time, when specified in the constituent act of the Joint Body or for a specified period of time, in certain types of contracts or in one or more individual contracts.

**TMHMA III**

**CONDUCT OF THE PROCEDURE**

**ENOTHTA 1**

**PREPARATION**

**Article 277**

**Establishment and maintenance of a contract file (Article 99 (6) and (100) (2) of Directive 2014/25 / EU)**

1. Contracting entities shall record the progress of all procurement procedures, whether by electronic means or not.

2. In order to fulfill the obligation of paragraph 1, the contracting entity shall also prepare in electronic form a special "Contract File".

3. The Contract Dossier is completed and updated at all individual stages of the contract and includes at least:

   a) the documentation of the feasibility of the contract;

   b) the contract budget and its documentation;

   c) a description of the object of the contract;

   d) the contract documents,

   e) all the documents necessary for the contracting entity to be able to justify the decisions taken at all stages of the procurement process, such as indicative documents relating to:

   aa) in communication with economic operators,

   bb) in the preparation of the documents of the contract award procedure;
(dd) the selection of the contractor and the award of the contract;

f) a copy of the contract, if its value is equal to or greater than one million (1,000,000) euros in the case of a supply or service contract or ten million (10,000,000) euros in the case of a works contract.

4. The documents and data of points a` e` of the previous paragraph are kept for a period of at least three (3) years from the date of receipt of the object of the contract.

5. The copy of point f of the previous paragraph shall be kept at least during the contract.

**Article 278**

**Preliminary market consultations (Article 58 of Directive 2014/25 / EU)**

Prior to the award of the contract, contracting entities may consult the market in order to prepare the contract and inform the economic operators of their plans and contract requirements.

To this end, contracting entities may, for example, seek or accept the advice of independent experts or market authorities or bodies, such as the Competition and Procurement Monitoring Authority (MOPADIS) of the Center for International and European Economic Affairs. Law (KDEOD) or bodies active in the market. These tips can be used to plan and conduct the procurement process, as long as they do not lead to distortions of competition and breaches of the principles of non-discrimination and transparency.

**Article 279**

**Rules for conducting preliminary market consultations**

1. The consultations are carried out on the basis of a special invitation for open, non-binding participation of the interested economic operators, which is posted on the website of the contracting entity and, at its discretion, via printed or electronic press. The cost of publications in the press and any other means of publicity shall be borne by the contracting entity. In the case of contracts for which the application of this provision would oblige contracting entities to provide information the disclosure of which is contrary to their essential interests or which may be in breach of confidentiality, the special invitation referred to in the preceding subparagraph shall not be made public but shall be sent with each suitable means.
The invitation shall state the details of the contracting entity, the subject of the contract, the manner and time limit for the submission of comments. A descriptive document is attached to the invitation, which includes any other information related to the contract to be concluded. In the case of the third subparagraph of par. 1, before sending an invitation to selected economic operators active in the subject of the contract, the contracting entity shall ensure the confidentiality of the economic operators, in accordance with the provisions of paragraph 2 of Article 259.

3. The consultation process shall be conducted in accordance with the provisions of Articles 258 and 259 and shall last at least fifteen (15) days and may not exceed sixty (60) days from the posting of the relevant announcement or from the dispatch of the relevant invitation. This period may be extended, in particular in cases of contracts of major economic value or with a particularly complex object. At the end of the deadline, the contractor is invited to complete the consultation, the contracting entity collects, posts on its website and processes the submitted comments. The last subparagraph shall not apply in the cases referred to in the third subparagraph of paragraph 1.

Article 280

Previous involvement of candidates or tenderers (Article 59 of Directive 2014/25 / EU)

If a tenderer, tenderer or undertaking related to a tenderer or tenderer has provided advice to the contracting entity either within or outside the scope of Article 278 or has been involved in any way in the preparation of the contract award procedure, the contracting entity shall take appropriate measures to ensure that competition is not distorted by the participation of that candidate or tenderer.

These measures include in particular the disclosure to the other tenderers and tenderers of relevant information exchanged in the context of the previous involvement of the tenderer or tenderer in the preparation of the procurement process and the setting of sufficient time limits for the receipt of tenders. The tenderer or tenderer involved shall be excluded from the procedure only if there is no other way to ensure compliance with the obligation to observe the principle of equal treatment.

Prior to any such exclusion, the Competition Commission, responsible for the implementation of Law 3959/2011 and the Authority shall be informed and the candidates or tenderers shall be given the opportunity to prove that their participation in the preparation of the contract award procedure may not cause distortion of competition. The documents and data submitted by the candidates or
The measures taken shall be recorded in the special report required under Article 341.

Article 281

Content of contract documents

1. The conditions contained in the contract documents must be clear and complete in order to allow complete and comparable tenders to be submitted.

2. The contract documents, other than the contract notice referred to in Article 293 and the periodic indicative notice referred to in Article 291, shall contain in particular:

(a) the name of the contracting entity;

(b) the time limit for receiving the tenders from the competent department and the address to which they are to be sent;

(c) the name, address, telephone and fax number (FAX), e-mail address of the tendering service and the official of that service;

(d) the bodies responsible for the opening of tenders, the date, time and other information relating to the opening (for example, place of opening), as well as the persons entitled to participate in the procedure;

(e) an accurate description of the physical object of the contract, any options for supplementary or new contracts and, if known, the provisional timetable for the exercise of those rights, as well as the number of extensions for their exercise;

(f) the type of procedure;

(g) the source of funding and the method of payment;

(h) the currency of the price offered,

(i) the conditions for adjusting the price after the award, if such a condition is deemed necessary;

(j) the required guarantees, type, percentages, currency, time of lodging of guarantees and other guarantees, if requested;
(k) the technical characteristics (specifications), the quantity and description of the goods, services or works, the manner of performing the control and quality assurance, the deadline for the execution of the contract, the place and time of execution, as well as other characteristics, depending on the subject of the contract,

(l) the conditions and selection criteria, as well as their minimum levels, regarding the grounds for exclusion, the economic and financial adequacy and the technical and / or professional capacity of the candidates or tenderers;

(m) the possibility of submitting a tender for one or more parts of the contract;

(n) the possibility of submitting alternative tenders,

(o) the award criterion, the procedure and the evaluation criteria of the tenders;

(p) the duration of the offers,

(q) the inviolable conditions, deviation from which entails rejection of the offer;

(r) all the special and general conditions for the execution of the contract, in particular the obligation of par. 2 of article 253 and the terms of payment;

(s) any amendments in the form of clear, precise and categorical revision clauses, including, where appropriate, price revision clauses or options;

(k) the required means of proof (responsible statements, supporting documents, etc.);

(u) the list and the order of validity of the contract documents;

(v) all necessary information concerning the manner in which the documents of the contract award procedure are to be disposed of;

(w) specifically for works contracts:

(ww) the auction budget, the auction invoice, the technical description, the technical study and / or their formulation after the award of the contract, according to the contractor's offer;

(w) the tendering system,

(w) remuneration of the most valuable studies, where deemed necessary and the name of the body examining the objections;
The contract documents are written in the Greek language and optionally in other languages, in whole or in part. In case of disagreement between the parts of the contract documents that have been drafted in several languages, the Greek version shall prevail.

4. Contracting entities shall not charge economic operators the costs of obtaining the contract documents, other than the cost of reproducing them and their postage.

5. Contracting entities may use templates or models of contract documents issued by the Authority.

6. This article does not apply during the conclusion of the contracts of case b’ of paragraph 1 of article 1 that are implemented as Public Private Partnerships (PPPs), according to law 3389/2005.

Article 282

Technical specifications (Article 60 of Directive 2014/25 / EU)

1. The technical specifications set out in indent 1 of Annex VIII to Appendix B are set out in the contract documents and specify the required characteristics of the works, services or goods.

These characteristics may also refer to a specific process or method of production or supply of the requested works, goods or services or to a specific process at another stage of their life cycle, even if these factors are not part of their material existence, provided that they are related to the subject of the contract and are commensurate with its value and purposes.

Technical specifications may also specify whether a transfer of intellectual property rights is required.

For all contracts intended for use by natural persons, whether they are the general public or the staff of the contracting entity, the technical specifications, except in duly justified cases, shall be drawn up in such a way as to take account of accessibility criteria for persons with disabilities or design for all users.

If mandatory accessibility requirements have been adopted under Union legislation, the technical specifications regarding accessibility criteria for people with disabilities or design for all users are set out with reference to those requirements.
obstacles to the opening up of contracts to competition.

3. The technical specifications are formulated in one of the following ways:

(a) as performance or functional requirements, including environmental characteristics, provided that the parameters are sufficiently precise to enable tenderers to determine the subject-matter of the contract and the contracting entities to award the contract;

(b) by reference to technical specifications and, in order of priority, to national standards transposing European standards, to European technical approvals, to common technical specifications, to international standards, to other technical reference systems established by European standardization bodies; or in the absence of national standards, national technical approvals or national technical specifications in the field of design, calculation and execution of works and the use of goods, any reference shall be accompanied by the words "or equivalent";

(c) as performance or functional requirements as defined in indent (a), with reference to the technical specifications referred to in indent (b) as a presumption of compatibility with those performance or functional requirements;

(d) by reference to the technical specifications referred to in subparagraph (b) for certain characteristics and by reference to the performance or functional requirements referred to in subparagraph (a) for other characteristics.

4. The technical specifications, unless justified by the subject matter of the contract, do not contain a reference to a specific construction or origin or particular manufacturing method that characterizes the products or services provided by a particular economic entity or to a trademark, patent, type or origin or production which would result in certain undertakings or products being favored or excluded. Such reference shall be permitted, exceptionally, when it is not possible to make a sufficiently precise and comprehensible description of the subject matter of the contract pursuant to paragraph 3.

This reference is accompanied by the terms "or equivalent".

5. When the contracting entity uses the possibility of referring to the technical specifications referred to in indent b) of par. 3, it does not reject a tender on the grounds that the offered works, goods or services do not meet the technical specifications to which it has referred, provided the tenderer shall demonstrate in his tender by any appropriate means, including the means of proof referred to in
When the contracting entity uses the option referred to in indent a’ of par. 3 to formulate the technical specifications with reference to performance or operational requirements, it does not reject an offer of works, goods or services that meet a national standard which constitutes transposition of a European standard, a European technical approval, a common technical specification, an international standard or a technical reference framework drawn up by a European standardization body, provided that such specification meets the performance or functional requirements which it specifies.

The tenderer shall demonstrate in its tender, by all appropriate means, including those referred to in Article 284, that the works, goods or services which comply with the standard meet the performance or operational requirements laid down by the contracting entity.

7. The technical specifications shall be determined and approved before the start of the contract award procedure in accordance with Article 290.

**Article 283**

**Marks (Article 61 of Directive 2014/25 / EU)**

1. Where contracting entities intend to purchase works, goods or services with specific environmental, social or other characteristics, they may, in the technical specifications, the award criteria or the conditions of performance of the contract, require a specific mark to prove that the works, the services or goods comply with the required characteristics, provided that all of the following conditions are met:

(a) the mark requirements relate only to criteria relevant to the subject of the contract and are appropriate for determining the characteristics of the works, goods or services covered by the contract;

(b) the label requirements are based on criteria that can be verified objectively and are non-discriminatory;

(c) Trademarks are established through an open and transparent process, in which all stakeholders have the right to participate, including government agencies, consumers, social partners, manufacturers, distributors and non-governmental organizations;

(d) the signals are accessible to all interested parties;
Article 284

Test reports, certification and other evidence (Article 62 of Directive 2014/25 / EU)

1. Contracting entities may require economic operators to produce a test report from a conformity assessment body or a certificate issued by such body as evidence of compliance with requirements or criteria specified in the technical specifications, award criteria or performance conditions of the contract.

   If contracting entities require the submission of certificates issued by a specific conformity assessment body, they must also accept certificates from other equivalent conformity assessment bodies.

   For the purposes of this paragraph, a conformity assessment body is a body which carries out conformity assessment activities, including calibration, testing, certification and inspection, and is accredited in accordance with Regulation (EC) No 765/2008 of the European Parliament and of the Council.
2. Contracting entities shall accept other appropriate means of proof, in addition to those referred to in paragraph 1, such as the manufacturer's technical documentation, if the economic operator concerned does not have access to the certificates or test reports referred to in paragraph 1 or does not have the provided that the inaccessibility of access is not the responsibility of the economic operator concerned and that it proves that the works, goods and services to be awarded meet the requirements or criteria set out in the award criteria or contract performance conditions.

3. If requested:

a) the societe anonyme "Hellenic Standardization Organization" (ELOT AA) and

b) the societe anonyme "National Accreditation System" (ESYL SA)

make available to other Member States any information on the particulars and documents submitted accordingly, in accordance with:

a) par. 6 of article 282,

(b) Article 283 and paragraphs 1 and 2 of this Article.

The competent authorities of the Member State of establishment of the economic operator shall communicate the relevant information, in accordance with Article 343. Especially for the economic operators established in Greece, the above two public limited companies are responsible.

**Article 285**

**Communication of technical specifications (Article 63 of Directive 2014/25 / EU)**

1. Contracting entities shall make available to economic operators interested in awarding a contract, at their request, the technical specifications systematically set out in the supply, works or service contracts which they award or the technical specifications which they intend to apply to the contracts are the subject of periodic indicative notice. These specifications are available by electronic means through free, full direct and free access.

However, the technical specifications shall be transmitted by means other than electronic media when free, complete, direct and free electronic access to certain contract documents is not possible for any of the reasons set out in paragraph 1 of 258 or when free, Full, direct and free electronic access to certain contract
When these technical specifications are set out in the documents made available to the economic operators concerned by electronic means, through free, full, direct and free access, it is sufficient to refer to those documents.

**Article 286**

**Alternative offers (Article 64 of Directive 2014/25 / EU)**

1. Contracting entities may allow or require tenderers to submit alternative tenders that meet the minimum requirements set by those contracting entities. Alternative offers are linked to the subject of the contract.

   Contracting entities shall indicate in the contract notice or, if a periodic indicative notice is used as a means of tendering, in the invitation to confirm interest whether or not they allow or require alternative tenders. Alternative offers are not allowed unless marked.

2. Contracting entities which authorize or require alternative tenders shall indicate in the contract documents the minimum requirements to be met by the alternative tenders, as well as their specific submission requirements, especially if they can only be submitted in cases where a tender has also been submitted, which is not an alternative offer. They also ensure that the selected award criteria can be applied to alternative tenders that meet these minimum requirements, as well as to compliant tenders that are not alternative.

3. Contracting entities shall consider only alternative tenders which meet the minimum requirements they have set.

   In the context of procurement or service procedures, contracting entities that have authorized or requested alternative tenders shall not reject an alternative tender on the sole ground that, if selected, it will result in either a service contract rather than a supply contract or a contract award. procurement and not a service contract.

As amended by Article 22 LAW 4441/2016 with effect on 6/12/2016
See the evolution of the paragraph

**Article 287**

**Subcontracting (article 88 par. 2 of Directive 2014/25 / EU)**

In the contract documents the contracting entity asks the tenderer to indicate in his tender the part of the contract that he intends to subcontract to third parties, as well as the subcontractors he proposes.
Contracting entities may decide to award a contract in the form of separate lots and may determine the size and scope of such lots.

Contracting entities shall indicate in the contract notice, in the invitation to confirm interest or - if notification is used for the existence of a pre-selection system as a means of tendering - in the invitation to tender or in the tender, if tenders can be submitted for one, more or all Sections.

2. Contracting entities may, even if tenders are submitted for many or all of the lots, limit the number of lots that can be awarded to one tenderer, provided that the maximum number of lots per tenderer, indicated in the contract notice or in the invitation to confirm interest.

Contracting entities shall indicate in the contract documents the objective and non-discriminatory criteria or rules they intend to apply for the determination of the parts to be awarded, where the application of the award criteria would result in the award to a tenderer in excess of maximum number.

3. If it is possible to award more than one lot to the same tenderer, contracting entities may award a contract combining several or all of the lots, if they have specified in the contract notice or in the invitation to confirm that they retain that right and state the sections or groups of sections that can be combined.

4. The K.A.A. of case b` of paragraph 5 of article 274 obligatorily divide the contracts awarded to separate sections and determine the size and object of these sections. In this case, the first subparagraph of par. 2 and, where applicable, par. 3 shall also apply.

Notwithstanding the provisions of the first subparagraph of this paragraph, by decision of the Minister of Economy, Development and Tourism and the competent Minister, as the case may be, the assignment of specific categories of contracts by KAA contracting entity that is the contracting authority, in accordance with indent b` of paragraph 5 of Article 274, not divided into separate sections.

**Article 289**

**Setting deadlines (Article 66 of Directive 2014/25 / EU)**

1. In determining the deadlines for receipt of tenders and requests to participate, contracting entities shall take into account in particular the complexity of the
If tenders may be drawn up only after an on-the-spot visit or on-the-spot examination of documents annexed to the contract documents, the time limits for the receipt of tenders, which must be longer than the minimum time limits laid down in Articles 264 to 268 and 331, shall be such that all interested economic operators can be informed of all the information necessary for the preparation of tenders.

3. Contracting entities shall extend the deadline for receipt of tenders so that all interested economic operators can be informed of all the information necessary for the preparation of tenders in the following cases:

a) when, for any reason, additional information, although requested by the economic operator in a timely manner, has not been provided no later than six (6) days before the deadline set for the receipt of tenders. In case of expedited procedure, according to paragraph 3 of article 264, the deadline is set at four (4) days,

b) when the contract documents undergo significant changes.

The duration of the extension is proportional to the importance of the information or changes.

When additional information has not been requested in a timely manner or is not relevant to the preparation of appropriate tenders, contracting entities are not required to extend the deadlines.

ENOTHTA 2
PUBLICITY AND TRANSPARENCY

Article 290
Initiation of a contract award process

1. The opening time of the open procedure, the closed procedure, the negotiated negotiation process, the competitive dialogue and the innovation partnership shall mean the date on which the relevant contract notice is sent to the Official Journal of the European Union or the periodic indicative as a means of announcing the competition.

2. The time of commencement of the trading procedure without publication of a contract notice shall mean the date of dispatch to the economic operators of the first invitation to tender.
Article 291
Periodic indicative notices (Article 67 of Directive 2014/25 / EU)

1. Contracting entities may announce their intentions for a planned contract award procedure by publishing a periodic indicative notice. These notices shall contain the information provided for in Annex VI, Section I, Part A, of Appendix B. They shall be published either by the Publications Office of the European Union or by the contracting entities in their purchaser profile, in accordance with sub-indent b of indent 2 of Annex IX to Appendix B.

When the periodic indicative notice is published by the contracting entities in their buyer profile, the contracting entities shall send to the Publications Office of the European Union a notification of its publication in their buyer profile, in accordance with indent 3 of Annex IX of Appendix B. These disclosures shall contain the information in Annex VI, Part B, to Appendix B.

2. Where the invitation to tender is issued through a periodic indicative notice, and relates to a restricted procedure and a negotiated procedure with a prior call for tenders, the notice shall meet all of the following requirements:

(a) refers specifically to the goods, works or services which will be the subject of the contract to be concluded;

(b) indicates that the contract will be awarded by restricted procedure or negotiated procedure, without further publication of a contract notice, and invites interested economic operators to express their interest;

(c) contains, in addition to the information referred to in Annex VI, Section I, Part A, of Appendix B, and the information referred to in Annex VI, Section II, Part A, of Appendix B,

(d) has been sent for publication between thirty five (35) days and twelve (12) months before the date of dispatch of the confirmation of interest.

The above notices are not published in a buyer profile. However, any additional publication at national level in accordance with Article 296 may take place on a buyer profile.

The period covered by the periodic indicative notice lasts a maximum of twelve (12) months from the date of dispatch for publication. However, in the case of
contracts for social and other special services, the periodic indicative notice referred to in indent b) of paragraph 1 of Article 319, may cover a period of more than twelve (12) months.

### Article 292
**Notification of the existence of a pre-selection system (Article 68 of Directive 2014/25 / EU)**

1. Where contracting entities choose to apply a pre-selection system, in accordance with Article 303, a notification shall be drawn up for the pre-selection system, as provided for in Annex X of Appendix B, stating the purpose of the pre-selection system and the manner in which provides access to the rules that govern it.

2. Contracting entities shall indicate in the notification of the existence of a pre-selection system the period of its validity. They shall inform the Publications Office of the European Union of any change in the period of validity by means of the appropriate standard forms:

   (a) if the period of validity is changed without interruption of the system, by means of the form for the notification of the existence of a pre-selection system.

   (b) if the system ceases to operate through the notification of a contract referred to in Article 294.

### Article 293

Contract notices shall be used as a means of tendering for all procedures, without prejudice to Article 269, shall contain the information provided for in Annex XI of Appendix B and shall be published in accordance with Article 295.

### Article 294
**Notifications of concluded contracts (Article 70 of Directive 2014/25 / EU)**

1. No later than thirty (30) days after the conclusion of the contract or framework agreement, following the relevant award or conclusion decision, the contracting entities shall send a notification of the concluded contract with the results of the contract award procedure.

   This notification shall contain the information provided for in Annex XII of Appendix B of this Law and shall be published in accordance with Article 295.
2. If the contract notice for the relevant contract was made in the form of a periodic indicative notice and the contracting entity decides not to award further contracts during the period covered by the periodic indicative notice, the contract notice shall contain a relevant notice.

In the case of framework agreements concluded in accordance with Article 273, contracting entities shall be exempted from the obligation to send notification of the results of the contract award procedure for each contract based on the framework agreement.

Contracting entities shall send notification of a contract concluded based on a dynamic purchasing system, no later than thirty (30) days after the award of each contract. They may, however, collect these notifications on a quarterly basis. In this case, they send the collected notifications no later than thirty (30) days after the end of each quarter.

3. The information provided in accordance with Annex XII to Appendix B 'and intended to be published shall be published in accordance with Annex IX of Appendix B`.

Certain information relating to the award of the contract or the conclusion of the framework agreement may not be disclosed, as disclosure of which could impede the application of the law or harm the legitimate commercial interests of certain public or private economic operators or undermine the legitimate competition between economic operators.

4. In the case of research and development services contracts ("services E and A"), information on the nature and quantity of services may be limited:

(a) "E and A services" if the contract has been awarded by negotiated procedure without a call for tenders, in accordance with Article 269 (b);

(b) information which is at least as detailed as that referred to in the notice used as a means of announcing the invitation to tender.

5. The information provided in accordance with Annex XII to Appendix B 'and declared unpublishable shall be published only in a simplified form and in accordance with Annex IX to Appendix B for statistical purposes.

6. This article does not apply to contracts below the threshold.

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**Article 295**

Drafting and publication details (Article 71 of Directive 2014/25 / EU)
1. The notices and notifications referred to in Articles 291, 292, 293 and 294 shall contain the information provided in Annexes VI Part A, VI Part B, X, XI and XII of Appendix B, in the form of standard forms, including standard forms for correction.

2. The notices referred to in paragraph 1 shall be drawn up, transmitted electronically to the Publications Office of the European Union and published in accordance with Annex IX to Appendix B.

3. The notices and notifications referred to in paragraph 1 shall be published in full in the official language(s) of the institutions of the Union chosen by the contracting entity. Only the text or texts published in that language or languages are considered authentic. A summary of the key elements is also published in the other official languages of the Union institutions.

4. Contracting entities must be able to prove the date of dispatch of the notices, announcements and notifications of par. 1.

The Publications Office of the European Union shall issue to the contracting entity an acknowledgment of receipt of the notice, announcement or notification and publication of the information provided by it, indicating the date of such publication. This certificate is proof of publication.

5. Contracting entities may publish notices and notices for works, supply or service contracts which are not subject to the mandatory publication provided for in this Book, provided that they are sent to the Publications Office of the European Union by electronic means, in accordance with the model and the transmission procedures provided for in Annex IX of Appendix B. The publication, according to the previous paragraph does not imply an obligation to apply this Book.

6. This article does not apply to contracts below the threshold.

**Article 296**

**Publication at national level (Article 72 of Directive 2014/25 / EU)**

1. The contracting entities publish the announcements and the announcements, depending on the procedure of their assignment, subject to the application of par. 1 of article 38, in KIMDIS. Contracting entities must be able to prove the date of posting of the above information on KIMDIS.

The notices and declarations of this paragraph must bear Internet Registration Post Number (ADAM) in KIMDIS, according to par. 8 of article 38.

As amended by Par.8 Article 47 LAW 4472/2017 with effect on 19/5/2017

See the evolution of the paragraph
The notices and notifications referred to in Articles 291, 292, 293 and 294, as well as the information contained therein, shall not be published nationally before the date of publication, in accordance with Article 295. However, publication may in any case be made in national level, when the contracting entities have not been informed about the publication within forty eight (48) hours from the acknowledgment of receipt of the notice and notification, in accordance with article 295.

3. The notices and notifications referred to in paragraph 2 of this Article, published at national level, shall not contain information other than that contained in the Publications Office of the European Union or published in the buyer profile and shall indicate the date of dispatch of the notice and notification to European Union Publications Office or buyer profile post.

4. Periodic indicative notices shall not be published in the buyer profile prior to the dispatch of the notice / notification announcing their publication in this form to the Publications Office of the European Union, and shall indicate the date of such dispatch.

5. The E.Σ.Η.Δ.Η.Σ. may act as the official eSender information system for the direct electronic submission of the notices, announcements and notifications of this article to the Tenders Electronic Daily (TED). By Decision of the Minister of Economy, Development and Tourism, the necessary technical details for the application of this paragraph are determined.

**Article 297**


1. Contracting entities shall offer free, complete, direct and free electronic access to the contract documents from the date of publication of the notice or notification, in accordance with Article 295 or the date of dispatch of the invitation to confirm interest.

If the means of announcing the invitation to tender is the notification of the existence of a pre-selection system, such access shall be granted as soon as possible and at the latest when the invitation to tender or bidding has been sent. The text of the notice / notification or the invitation identifies the web address to which the contract documents are available.

When it is not possible to provide free, complete, direct, and free electronic access to certain contract documents for one of the reasons referred to in Article 258 (1), contracting entities may indicate in the notification or invitation to confirm that the
The contract documents will be transmitted by means other than electronic means, in accordance with the fifth subparagraph of paragraph 1 of Article 258. In this case, the deadline for submission of tenders is extended by five (5) days, except in duly justified urgency, such as referred to in par. 3 of article 264 and when the deadline is set by mutual agreement under par. 3 of article 265 or par. 3 of article 266.

When it is not possible to provide free, complete, direct, and free electronic access to certain contract documents because contracting entities intend to apply paragraph 2 of Article 257, they shall indicate in the notice or call for expressions of interest or whether the tender means is the notification of the existence of a pre-selection system, the measures for the protection of the confidentiality of the information they require and the manner in which the relevant documents of the contract can be accessed. In this case, the deadline for submission of tenders is extended by five (5) days, except in cases of duly justified urgency, as referred to in paragraph 3 of Article 264 and when the deadline is set by mutual agreement under paragraph 3 of Article 265 or of par. 3 of article 266.

2. Upon timely request, contracting entities shall provide all bidders participating in the procurement process with additional information on the specifications and any relevant supporting documents no later than six (6) days prior to the deadline for receipt of tenders. In case of expedited open procedure as mentioned in par. 3 of article 264, this deadline amounts to four (4) days.

3. This article shall apply mutatis mutandis to public procurement below the thresholds, which are carried out by electronic means in accordance with the provisions of this law.

As amended by Par.42 Article 107 LAW 4497/2017 with effect on 13/11/2017
See the evolution of the paragraph

Article 298
Consultation on published project contract documents

Especially in the case of works contracts, the contract documents may stipulate that according to this law and the contract documents are invited to participate in the specific contract award process economic entities, in order for the contracting entity to present its assignment. in consultation with the economic operators present in accordance with Article 68.

Article 299
Invitations to candidates (Article 74 of Directive 2014/25 / EU)
publication of a contract notice, contracting entities shall at the same time invite the selected tenderers to submit their tenders in writing. dialogue or negotiation.

If a periodic indicative notice is used as a means of tendering, in accordance with indent a) of paragraph 2 of Article 263, contracting entities shall at the same time invite in writing the economic operators who have expressed interest to confirm that they are still interested.

As amended by Article 22 LAW 4441/2016 with effect on 6/12/2016
See the evolution of the paragraph

2. The invitations referred to in paragraph 1 shall include a reference to the e-mail address to which the contract documents are made available by electronic means.

Invitations shall be accompanied by the documents of the contract, in the event that these documents do not provide free, full, immediate and free access for the reasons set out in the fourth or fifth subparagraph of paragraph 1 of Article 297 and are not already available in any other way. In addition, the invitations referred to in paragraph 1 shall include the information set out in Annex XIII to Appendix B.

Article 300

Informing pre-selection applicants, candidates and tenderers (Article 75 of Directive 2014/25 / EU)

1. Contracting entities shall inform as soon as possible all tenderers and tenderers of the decisions taken on the conclusion of the framework agreement, the award of the contract or the acceptance of a do not enter into a framework agreement, do not award a contract for which a tender has been announced or start a new procedure or do not implement a dynamic purchasing system.

2. At the request of the candidate or tenderer concerned, the contracting entities shall notify as soon as possible and in any case within fifteen (15) days from the receipt of a written application:

   (a) to each rejected candidate, the reasons for the rejection of his application;

   (b) to each rejected tenderer, the reasons for the rejection of his tender, and in the cases referred to in paragraphs 5 and 6 of Article 282, also justify their decision on inequality or their decision that the works, goods or services do not meet performance or operating requirements.
(d) to each tenderer who has submitted an acceptable tender, the conduct and progress of the negotiations and dialogue with the tenderers.

3. Contracting entities may decide not to disclose certain information referred to in paragraphs 1 and 2 concerning the award of the contract, the conclusion of the framework agreement or acceptance into a dynamic purchasing system, if disclosure of such information may prevent enforce the law or harm the legitimate commercial interests of a particular public or private economic entity or damage the conditions of fair competition between economic operators.

4. The contracting entities that establish and manage a pre-selection system shall inform the applicants of the decision they make regarding the pre-selection within six (6) months.

If the decision on the pre-selection requires a period of more than four (4) months from the submission of the pre-selection application, the contracting entity shall notify the applicant, within two (2) months of this application, of the reasons justifying the largest deadline and the date on which his application will be accepted or rejected.

5. Applicants whose pre-selection application is rejected shall be informed as soon as possible of the rejection decision and the reasons for it, no later than fifteen (15) days from the date of the rejection decision. These reasons must be based on the pre-selection criteria referred to in paragraph 2 of Article 303.

6. Contracting entities establishing and managing a pre-selection system may terminate the pre-selection process of an economic operator only for reasons based on the pre-selection criteria referred to in paragraph 2 of Article 303. The intention to terminate the pre-selection procedure shall be notified in writing to the economic operator at least fifteen (15) days before the date provided for the completion of the pre-selection process, indicating the reason or reasons that led to it.

**Article 301**

1. For the purposes of selecting participants in the procurement procedures, the following rules shall apply:
exclude economic operators identified in accordance with those rules and such exclusion criteria,

(b) select tenderers and candidates in accordance with the objective rules and criteria established pursuant to Articles 304 and 305.

c) in the restricted procedure, in the tender negotiated procedure, in the competitive dialogue and in the innovation partnership, they limit, as the case may be, in accordance with paragraph 2 of article 304 the number of candidates selected under the cases. (a) and (b).

2. When the tender is opened by notifying about the existence of a pre-selection system and in view of the selection of the participants in the contract award procedures for the special contracts that are the subject of the tender notice, the contracting entities:

(a) select economic operators in accordance with Article 303;

(b) comply with the provisions of paragraph 1 concerning restricted or negotiated procedures, competitive dialogues or innovation partnerships with those economic operators.

3. Contracting entities may not, when selecting participants in a closed or negotiated procedure, in a competitive dialogue or in an innovation partnership, when making their pre-selection decision or when adapting the pre-selection criteria and rules:

(a) impose administrative, technical or financial conditions on certain economic operators, as they would not impose them on others;

(b) require tests or evidence on matters for which there is already objective evidence.

4. Contracting entities shall verify the compatibility of the tenders submitted by the selected tenderers with the rules and requirements applicable to tenders and award the contract on the basis of the criteria set out in Articles 311 and 313, taking into account Article 286.

5. The contracting entities may decide not to award a contract to the tenderer who submitted the best tender, when they find that the tender does not comply with the applicable obligations provided in paragraph 2 of Article 253.
Articles 301, 303 to 304, 307, 309, and 311 to 313 are complied with, including of the rule that the contract will not be awarded to tenderers who should have been excluded under Article 305 or who do not meet the selection criteria set by the contracting entity, in accordance with paragraph 1 of Article 304 and Article 305. The above possibility is not provided in procurement procedures of supply and services.

ENOTHTA 3
SELECTION OF PARTICIPANTS AND AWARD OF CONTRACTS

Article 301
General principles (Article 76 of Directive 2014/25 / EU)

Article 302
Guarantees

1. Contracting entities shall request tenderers to provide, as appropriate, the following types of guarantees:

a) "Participation guarantee", the amount of which is specified in the contract documents in a specific amount of money, numerically and in full in Euros and may not exceed two percent (2%) of the estimated value of the contract, not counting the options and extension of the contract, without VAT, with corresponding rounding.

In case of submission of a bid for one or more parts of the contract, the amount of the participation guarantee is calculated on the estimated value, excluding VAT, of the offered part(s).

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

The participation guarantee must be valid for at least thirty (30) days after the expiration of the validity period of the offer specified in the contract documents. The contracting entity may, before the end of the tender, ask the tenderer to extend before the end of the tender the validity of the tender and the participation guarantee.

No participation guarantee is required for participation in framework agreement procedures, dynamic purchasing system or summary tender, unless otherwise
The bid shall be forfeited if the tenderer withdraws his bid during its validity, fails to provide the supporting documents provided in the contract documents in time or does not arrive in time to sign the contract or provides false information or information required by the contractors. in accordance with Article 304 (1) or Article 305 (1).

The participation guarantee is returned to the contractor upon presentation of the performance guarantee.

The participation guarantee is returned to the other bidders:

(aa) after the expiration of the time limit for bringing an appeal or the issuance of a decision on an appeal against the award decision, in accordance with the provisions in force; and

(bb) after the expiry of the time limit for the exercise of remedies for temporary judicial protection or the issuance of a decision thereon, in accordance with the provisions in force; and

(cc) after the completion of the pre-contractual audit by the Court of Auditors, in accordance with articles 35 and 36 of Law 4129/2013 (A` 52), if required.

b) "Performance guarantee", the amount of which is determined at a rate of up to five percent (5%) on the value of the contract without VAT and is deposited before or at the signing of the contract.

The performance guarantee shall be forfeited in the event of a breach of the terms of the contract, as specifically stipulated.

No performance guarantee is required for contracts worth equal to or less than the amount of twenty thousand (20,000) euros.

In case of modification of the contract according to article 337, which implies increase of the contractual value, the contractor is obliged to submit before the modification, additional guarantee whose percentage is up to 5% on the amount of the increase excluding VAT.

The guarantee of good performance of the contract covers in full and without discrimination the application of all the terms of the contract and any claim of the contracting entity or the contractor against the contractor. The guarantees of good performance are returned in full after the final quantitative and qualitative receipt of the whole of the subject of the contract.
the framework agreement, excluding VAT, which shall be released equally; and accordingly, per year, in relation to the total duration of the framework agreement. In order to sign the contract based on the framework agreement, the economic operator may be required to submit a guarantee of good performance of this contract, in accordance with the provisions of indent b.`.

d) "Deposit guarantee", in case of advance payment, equal to the deposit. The advance payment is interest-bearing from the payment, charged with the interest rate determined by Decision of the Minister of Finance. When, according to the contract documents, a guarantee of good performance is presented, the latter also covers the provision of an equal advance payment to the contractor, without the need to deposit a deposit guarantee. If the contract documents provide for a higher amount of the deposit, it is received by the deposit of the deposit guarantee contractor who will cover the difference between the amount of the performance guarantee and the amount of the deposit paid. The amortization of the deposit and the return of the performance guarantee shall take place, in accordance with the terms of the contract procedure documents. The deposit and the deposit guarantee may be granted in installments as specified in the terms of the contract notice and in the contract documents. The deposit is prohibited to be used for reasons that are not directly or indirectly related to the subject of the contract.

For the previous stages of the award, the participation guarantee is returned to the participants in the following cases: a) expiration of the offer validity period and non-renewal of it and b) rejection of their offer deadline for filing an appeal or remedies or a waiver of the right to exercise them has taken place or they have been irrevocably rejected.

As amended by Article 56 LAW 4609/2019 with effect on 3/5/2019
See the evolution of the paragraph

2. Contracting entities may request tenderers to provide a "Performance Guarantee" to repair any defects or damage caused by malfunctioning works or goods during the warranty period, provided that the contract documents the provision of such a guarantee is provided for. The amount of the performance guarantee is specified in the contract documents in a specific amount of money.

3. The guarantees of paragraphs 1 and 2 are issued by credit or financial institutions or insurance companies within the meaning of cases b and c of par. 1 of article 14 of law 4364/2016 that operate legally in the Member States of the European Union or of the European Economic Area or in the Member States of the
Deposits and Loans Fund with a deposit in that of the respective amount of money. If a deposit is made with a bond deposit in the Deposits and Loans Fund, the interest rates or dividends that expire during the guarantee are returned after their expiration to the beneficiary of the guarantee.

As amended by **Par.2 Article 15 LAW 4541/2018** with effect on 31/5/2018
See the evolution of the paragraph

4 . The warranties in this Article shall include at least the following:

(a) the date of issue;

b) the issuer,

c) the contracting entity to which they are addressed (or the developer or construction contractor in the case of public works contracts, studies and the provision of technical and other related scientific services);

d) the guarantee number,

(e) the amount covered by the guarantee;

f) the full name, the A.F.M. and the address of the economic operator in whose favor the guarantee is issued,

(g) the conditions that: (i) the guarantee is provided irrevocably and unconditionally, and the issuer waives the right of division and division, and (ii) that in the event of such a forfeiture, the amount of the forfeiture is subject to the applicable stamp duty;

h) the details of the relevant announcement / call for expressions of interest and the closing date for the submission of tenders;

(i) the expiry date or time of validity of the guarantee;

j) the undertaking by the issuer of the guarantee to pay the amount of the guarantee in full or in part within five (5) days after a simple written notice to the person to whom it is addressed; and

k) (only in the case of performance guarantees and advance payment) the number and title of the relevant contract.

As amended by **Par.44 Article 107 LAW 4497/2017** with effect on 13/11/2017
5. The contracting entity communicates with the entities that are said to have issued the letters of guarantee in order to verify their validity. If the letter of guarantee is found to be forged, the economic operator is excluded from the tender and an indictment is submitted to the competent prosecutor.

6. In addition to the above, the following applies in particular to works contracts:

(a) The reservations of par. 12 of article 152 can be replaced at any time by the contractor, in part or in full, with an equivalent letter of guarantee. These guarantees are limited by five percent (5%) on the value of the work included in the measurements approved by the competent department. The reduction is decided by the competent service, at the request of the contractor, accompanied by a special report of the works for which the measurements have been approved.

(b) The performance guarantee as completed after the signing of the supplementary contracts, shall be reduced immediately after the approval of the Interim Acceptance Protocol, to the rate of twenty percent (20%), as formed, following amendments to the contract, in accordance with indent b’ of par. 1 and article 337. All guarantees of good performance shall be refunded, without delay, immediately after the approval of the Final Acceptance Protocol and the approval of the final account of the project.

7. Especially for the contracts of study and provision of technical and other related scientific services, by decision of the competent service, issued at the request of the contractor, part of the guarantees are released, according to the more specifically defined in article 187, amounting in proportion to the value of the works completed and approved stage of the contract. If the contract concerns the provision of service without distinct stages, it may stipulate that it be returned to the contractor of the guarantee, after the expiration of a certain period of time or the completion of part of the contract.

8. Specifically, for supply and general service contracts, performance guarantees and advances are refunded upon final quantitative and qualitative receipt of the material or service. If remarks are reported in the final acceptance protocol or there is an overdue delivery, the above return is made after the treatment, as provided, of the remarks and the overdue. If the material or service is divisible and the delivery is made, in accordance with the contract, in installments, the guarantees of good performance and advance payment are released gradually, by an amount corresponding to the value of the part of the quantity or part of the service received.
ENOTHTA 4
RULES OF SELECTION AND QUALITY CHOICE RULES OF PROOF OF QUALITY CHOICE

Article 303
Default systems (Article 77 of Directive 2014/25 / EU)

1. Contracting entities may, if they so wish, establish and manage a system of pre-selection of economic operators.

Contracting entities establishing or managing a pre-selection system shall ensure that economic operators are able to apply for pre-selection at any time.

2. The system provided for in paragraph 1 may include various pre-selection stages.

Contracting entities shall establish objective criteria and rules for the exclusion and selection of economic operators applying for pre-selection, as well as objective rules and criteria for the operation of the pre-selection system, covering issues such as registration, periodic updating of pre-qualifications, if any, and the duration of the system.

Where such criteria and rules contain technical specifications, Articles 282 to 284 shall apply. The criteria and rules may be updated where necessary.

3. The criteria and rules mentioned in par. 2 are provided, upon their relevant request, to the interested economic operators. The update of these criteria and rules shall be communicated to the economic operators concerned.

If a contracting entity considers that the system of pre-selection of certain third party bodies or bodies meets its requirements, it shall notify the economic operators concerned of the names of such third party bodies or bodies.

4. Contracting entities shall keep a register of pre-selected economic operators; this register may be divided into categories depending on the types of contracts to which the pre-selection applies.

5. Where a contract notice is notified of the existence of a pre-selection system, the specific works, supply or service contracts covered by the pre-selection system shall be awarded by a restricted procedure or procedure where all tenderers or
Any costs charged in connection with the pre-selection applications or the updating or maintenance of an already granted pre-selection, according to the pre-selection system are proportional to the costs generated.

**Article 304**

*Quality selection criteria (Article 78 of Directive 2014/25 / EU)*

1. Contracting entities may lay down objective rules and criteria for the exclusion and selection of tenderers or candidates. These rules and criteria are set out in the contract documents.

2. Where contracting entities need to strike an appropriate balance between the specific features of the contract award process and the resources required to execute it, they may, in restricted procedure or negotiated procedure, in a competitive dialogue or innovation partnership, establish objective rules and criteria that reflect this need and allow the contracting entity to reduce the number of candidates who will be invited to bid or participate in a negotiation.

The number of candidates selected must take into account the need to ensure adequate competition.

**Article 305**

*Use of exclusion grounds and selection criteria set out in Book I (Article 80 of Directive 2014/25 / EU)*

1. The objective rules, the grounds for exclusion and the criteria for selecting economic operators applying for a pre-selection in a pre-selection system, as well as the objective rules, grounds for exclusion and criteria for selecting candidates and tenderers Restricted procedure, negotiated procedure, competitive dialogue, innovation partnership, summary tender or outsourcing may include the grounds for exclusion set out in Article 73, subject to the terms and conditions set out therein. Where a contracting entity is a contracting authority, those rules shall include the grounds for exclusion listed in paragraphs 1 and 2 of Article 73, subject to the terms and conditions laid down in that Article.

As amended by Par.45 Article 107 LAW 4497/2017 with effect on 13/11/2017

See the evolution of the paragraph

2. The criteria and rules referred to in paragraph 1 may include the selection criteria set out in Articles 75 to 77, subject to the terms and conditions set out
3. The reason for excluding indent c) of paragraph 2 of Article 73 shall always be included in the rules and criteria of paragraph 1.

As added by Article 39 LAW 4488/2017 with effect on 13/9/2017
See the evolution of the paragraph

Article 306
Exclusion of an Economic Operator

1. If the rules and grounds for exclusion include the grounds for exclusion set out in Article 73 and it is established that one of the grounds for exclusion in paragraphs 1, 2c and 4 of Article 73 is present in the person of an economic operator, the economic operator shall not take to prove its credibility, as defined in paragraph 7 of Article 73, may be excluded from participating in ongoing and future procurement procedures for a reasonable period of time.

As amended by Par.46 Article 107 LAW 4497/2017 with effect on 13/11/2017
See the evolution of the paragraph

2. For the purposes of paragraph 1, the provisions of Article 74 shall apply.

Article 307
Support for the capacity of other bodies (Article 79 of Directive 2014/25 / EU)

1. If the objective rules and criteria for the exclusion and selection of economic operators applying for pre-selection in a pre-selection system include requirements concerning the economic and financial capacity of the economic operator or his technical and professional capacity, the economic operator may, where necessary, to rely on the capabilities of other bodies regardless of the legal nature of its links with them.

With regard to the criteria related to the qualifications and professional qualifications of the service provider or the contractor or the executives of the company or the relevant professional experience, economic operators can, however, rely on the competencies of other entities only if the latter will perform the tasks or services for which the specific skills are required. If an economic operator wishes to rely on the capacity of other entities, it shall demonstrate to the contracting entity that it will have the necessary resources at its disposal throughout the period of validity of the pre-selection system, for example, by providing the relevant commitment of those entities.
require the economic operator and these entities to be jointly responsible for the performance of the contract.

Under the same conditions, an association of economic operators, as referred to in Article 254, may rely on the competencies of the members of the association or other entities.

2. Whether the objective rules and criteria for the exclusion and selection of candidates and tenderers in the open procedure, in a restricted procedure, in a negotiated procedure, in a competitive dialogue or in an innovation partnership, include requirements regarding economic and financial capacity of the economic operator or with its technical and professional capabilities, the economic operator may, where necessary, rely on the capabilities of other entities regardless of the legal nature of the links between them.

With regard to the criteria related to the qualifications and professional qualifications of the service provider or the contractor or the executives of the company or the relevant professional experience, economic operators can, however, rely on the competencies of other entities only if the latter will perform the tasks or services for which the specific skills are required. When an economic operator wishes to rely on the capabilities of other entities, it demonstrates to the contracting entity that it will have the necessary resources at its disposal, for example, by providing the relevant commitment of those entities for that purpose.

When an economic operator relies on the capabilities of other entities in terms of criteria related to economic and financial adequacy, the contracting entity may require the economic operator and these entities to be jointly responsible for the performance of the contract.

Under the same conditions, an association of economic operators, as referred to in Article 254, may rely on the competencies of the members of the association or other entities.

3. In the case of works contracts, service contracts and installation work under a supply contract, contracting entities may require the performance of certain critical tasks directly by the tenderer himself or, if the tender is submitted by an association of economic operators, as referred to in Article 254, by one of the participants in that consortium.

ENOTHTA 5
RULES FOR PROVING QUALITY CHOICE
Article 308
Rules that apply in case of use of the exclusion criteria and quality selection of Book I (par. 3 of article 80 and sub-paragraph 2 of par. 1, as well as sub-paragraph 2 of par. 2 of article 79 of Directive 2014/25 / EU)

1. For the purpose of applying Article 305, if contracting entities refer to the exclusion or selection criteria set out in Book I, Articles 79, 80 and 81 shall apply.

2. For the purpose of applying paragraphs 1 and 2 of Article 307, where, under Article 305, contracting entities refer to the exclusion or selection criteria set out in Book I, contracting entities shall check, in accordance with paragraph 1, whether the other entities in capacity which the economic operator intends to rely on, meet the relevant selection criteria or, if there are grounds for exclusion, to which the contracting entities refer, pursuant to Articles 73 and 74.

The contracting entity shall require the economic operator to replace an entity which does not meet the relevant selection criteria or for which there are grounds for exclusion in paragraphs 1 and 2 of Article 73 mentioned by the contracting entity. The contracting entity may require the economic operator to replace the entity for which there are grounds for exclusion in Article 73 (4).

As amended by Article 22 LAW 4441/2016 with effect on 6/12/2016
See the evolution of the paragraph

Article 309
Quality assurance standards and environmental management standards (Article 81 of Directive 2014/25 / EU)

1. Contracting entities, if they require certificates issued by independent bodies certifying that the economic operator complies with certain quality assurance standards, including accessibility for people with disabilities, shall refer to quality assurance systems based on the relevant European standard set of standards, certified by accredited bodies.

Contracting entities shall recognize equivalent certificates from bodies established in other Member States. They shall also accept other evidence of equivalent quality assurance measures if the economic operator concerned has not been able to obtain such certificates within the relevant time limits for reasons not attributable to its own responsibility, provided that the economic operator proves that the proposed quality assurance measures meet the required quality assurance standards.

2. If contracting entities require certificates issued by independent bodies to certify that the economic operator complies with specific environmental management
been recognized in accordance with Article 45 of Regulation (EC) No 1221/2009 or other environmental management standards based on corresponding European or international standards issued by accredited bodies. Contracting entities shall recognize equivalent certificates from bodies established in other Member States.

Where the economic operator has substantially not had access to such certificates or has not been able to obtain them within the relevant time limits for reasons for which he is not responsible, the contracting entity shall also accept other evidence of environmental management measures, provided that the economic operator concerned demonstrates that the measures in question are equivalent to those required under the applicable environmental management system or standard.

3. Upon request, the Authority shall make available to other Member States, in accordance with Article 343, any information concerning the documents produced as evidence of compliance with the quality and environmental standards referred to in paragraphs 1 and 2.

**Article 310**

**Completion and clarification of information and supporting documents**

*(article 76 par. 4 of Directive 2014/25 / EU)*

1. In the process of evaluating tenders or requests to participate, the contracting entity may invite tenderers or tenderers in writing to clarify or supplement the documents or supporting documents they have submitted, within a reasonable time, which may not be less than seven (7) days from the date of notification to those of the relevant invitation. Any clarification or supplement submitted by tenderers or tenderers without being requested by the contracting authority will not be considered.

2. The above clarification or supplementation relates only to ambiguities, insignificant errors or obvious standard errors that can be corrected or supplemented, in particular omissions, dashed numbering, packaging and marking defects of the dossier and sub-envelopes and deviations of the tender documents from the terminology of the documents of the contract award procedure, which do not have legal consequences in terms of their content, deficiencies in the legal elements, incorrect marking of copies issued, in accordance with the provisions of article 1 of law 4250 / 2014 (A` 74) and translations and other certificates or attestations, differentiation of the structure of the tender documents from the models established by law, regulatory acts or contract documents. The completion or clarification under the first subparagraph may not result in the subsequent
papers or supporting documents that have already been submitted.

3. The clarification or supplementation of paragraph 1 shall not be discriminatory, unequal treatment of economic operators or result in favorable treatment of a particular economic operator in the contract award procedure.

4. The contracting entity may invite in writing the tenderers to clarify, within a reasonable time which may not be less than seven (7) days from the date of notification of the relevant challenge, the content of the technical or financial bid they have submitted, if it contains ambiguities or minor imperfections, insignificant omissions or obvious formal or computational errors that the contracting entity deems appropriate can be remedied. This clarification should not result in a substantial alteration of the offer and should not give an unfair competitive advantage to this offer over the others.

5. The provision of clarifications to the tenderer or tenderer, in accordance with paragraphs 1 to 4, shall be mandatory for the contracting entity if the tenderer or tenderer is to be excluded from the procedure due to ambiguities in the supporting documents and documents of the tender.

ENOTHTA 6

AWARD OF THE CONTRACT

Article 311

Contract award criteria (Article 82 of Directive 2014/25 / EU)

1. Without prejudice to national law or administrative provisions relating to the price of certain goods or the remuneration of certain services, contracting entities shall base the award of contracts on the most economically advantageous tender.

2. The most economically advantageous tender at the discretion of the contracting entity is determined on the basis of price or cost, using a cost-effectiveness approach, such as life-cycle costing, in accordance with Article 312 and may include the optimal quality ratio - price, which is assessed on the basis of criteria, including, inter alia, quality, environmental and / or social characteristics associated with the subject of the contract. These criteria may include, for example:

(a) quality, including technical value, aesthetic and functional features, accessibility, design for all users, social, environmental and innovative features and marketing and related conditions;
(c) after-sales service and technical support, delivery terms such as delivery date, procedure and delivery time or completion deadline.

The cost element may also take the form of a fixed price or cost, under which economic operators will compete solely on the basis of quality criteria.

3. The award criteria shall be deemed to be related to the subject matter of the contract, in so far as it relates to the works, goods or services to be provided under the contract in respect of any aspect of it and at any stage of its life cycle, including and the factors involved:

(a) the specific process of production, distribution or marketing of the works, goods or services in question; or

(b) in the specific process of another stage of its life cycle, even if those factors do not form part of its material existence.

4. The award criteria shall not result in the granting of unrestricted freedom of choice to the contracting entities. They ensure the possibility of effective competition and are accompanied by specifications that allow the effective verification of the information provided by the bidders, in order to assess the degree of compliance of them with the award criteria. In case of doubt, contracting entities shall effectively verify the accuracy of the information and evidence provided by tenderers.

5. The award criterion is set out in the contract documents. The contracting entity shall specify in the contract documents the relevant weighting it gives to each of the criteria selected to determine the most economically advantageous tender, unless this is determined solely on the basis of price.

This weighting can be expressed by predicting a margin of variation with the appropriate maximum range.

If weighting is not possible for objective reasons, the contracting entity shall indicate the criteria in descending order of importance. The grading of the criteria must be fully and specifically justified and must include, in addition to the grading, the verbal formulation of the criterion per criterion.

6. The social characteristics of paragraph 2 are mainly specified in:
least twelve (12) months before the participation of the economic operator in a procedure conclusion of a contract,

b) facilitating the social and/or employment integration of persons from vulnerable groups of the population;

(c) combating discrimination and/or

d) promoting equality between men and women.

Article 312
Life cycle costing (Article 83 of Directive 2014/25 / EU)

1. Life cycle costing shall adequately cover part or all of the following costs over the life cycle of a product, service or project:

a) Costs borne by the contracting entity or other users, such as:

aa) the acquisition cost,

bb) costs of use, such as for the consumption of energy and other resources;

cc) maintenance costs,

dd) end-of-life costs, such as collection and recycling costs.

b) Costs due to exogenous environmental factors associated with the product, service or project over its life cycle, provided that its economic value can be determined and verified. This cost may include the cost of greenhouse gas emissions and other emissions and the cost of climate change.

2. When a contracting entity estimates the cost using a life cycle costing approach, it shall indicate in the contract documents the data to be submitted by the tenderers and the method to be used for the life cycle costing based on that data.

The method used to estimate costs due to exogenous environmental factors must meet all of the following conditions:

(a) is based on non-discriminatory criteria that can be verified objectively. Especially in cases where it has not been prepared for repeated or continuous application, it must not lead to unjustifiably favorable or unfavorable treatment of certain economic operators,
b) is accessible to all interested parties;

c) The required evidence may be submitted by a reasonable effort on the part of economic operators exercising the utmost diligence, including third country entities that are party to the EPA or other international agreements binding on the Union.

3. In cases where a common method of calculating the cost of living has become mandatory by Union law, this common method shall be used to assess the cost of life.

A list of such legislation and, where appropriate, the delegated acts to be completed is set out in Annex XV.

**Article 313**

**Unusually low bids (Article 84 of Directive 2014/25 / EU)**

1. When tenders appear to be unusually low in relation to works, goods or services, contracting entities shall require economic operators to explain, within an exclusive period of ten (10) days from the notification of the relevant invitation to the contracting entity, the price or the costs they suggest in the offer.

2. The explanations referred to in paragraph 1 may relate in particular to:

   (a) the economic characteristics of the manufacturing method, manufacturing process or services provided;

   (b) the technical solutions chosen or the extremely favorable conditions available to the tenderer, for the supply of the products or the provision of the services or for the execution of the project;

   (c) the originality of the work, products or services proposed by the tenderer;

   d) compliance with the obligations of par. 2 of article 253;

   (e) compliance with the obligations of Article 336;

   (f) the possibility of granting State aid to the tenderer.

3. The contracting entity shall evaluate the information provided in consultation with the tenderer. It may reject the tender only if the information provided does not satisfactorily explain the low level of price or cost proposed, taking into account the information referred to in paragraph 2. The contracting entities shall reject the
If the contracting entity finds that a tender is abnormally low due to the granting of State aid to the tenderer, the tender may be rejected for that purpose only after consultation with the tenderer and if he is unable to prove it within a sufficient period of time. designated by the contracting entity that the aid in question is compatible with the internal market within the meaning of Article 107 TFEU. In the event of a rejection of a tender for this reason, the contracting entity shall inform the Commission thereof.

5. In order to prove that the State aid granted is in conformity with the internal market within the meaning of Article 107 TFEU, the tenderer shall, within the prescribed period, provide, in particular and, where appropriate, the following documents:

(a) in cases of aid granted under the de minimis Regulation (de minimis aid), the regulatory act of the aid measure and the individual instrument approving the grant of the aid when it is to be issued;

b) in the other cases: aa) publication in the E.E.E. either the approval of the Commission decision of the aid measure or the summary information sheet of the aid measure;

6. Upon request, the Authority shall make available to other Member States, in the context of administrative cooperation, any information available to it, such as laws, regulations, collective agreements or national technical standards relating to supporting documents and documents submitted in relation to with the details referred to in par. 2.

7. In the contracts of projects, studies, provision of technical and other related scientific services, circulars of the Minister of Infrastructure, Transport and Networks may be issued for the specialization of the conditions of characterization of a financial offer as unusually low per category of project and study and estimated value of contract for the assessment of the explanations provided above. The contracting entity may deviate from the provisions of the above circulars, after a special justification by decision of the competent body.

Article 314
Tenders containing products originating in third countries (Article 85 of Directive 2014/25 / EU)
1. This Article shall apply to tenders containing products originating in third countries with which the Union has not concluded, in a multilateral or bilateral framework, an agreement ensuring adequate and effective access for the Union-based undertakings to the markets of third countries concerned, without prejudice to the obligations of the Union and Greece vis-à-vis third countries.

2. Any tender submitted for the award of a supply contract containing products originating in third countries with which the Union has not entered into, multilaterally or bilaterally, an agreement ensuring adequate and substantial access by Union undertakings to the markets of such third parties, without prejudice to any obligations of the Union and Greece, may be rejected when the proportion of products originating in third countries, as laid down in Regulation (EC) No 952/2013 of the European Parliament and of the Council, exceeds fifty percent (50%) of the total value of the products constituting this offer.

In order to determine the proportion of products originating in third countries, the third countries to which the benefit of this Book has been extended (Articles 222 to 338) shall not be taken into account by a Council decision in accordance with paragraph 1.

For the purposes of this Article, software used in telecommunications network equipment shall be considered as products.

3. Without prejudice to the second subparagraph of this paragraph, between two or more tenders which are equivalent in accordance with the award criteria laid down in Article 311, the tender which may not be rejected pursuant to paragraph 2 shall be preferred. are considered equivalent, for the purposes of this Article, provided that the price difference does not exceed three per cent (3%).

An offer is not preferable to another, under the first subparagraph, when its acceptance would oblige the contracting entity to acquire equipment with different technical characteristics from the existing equipment, which would lead to incompatibility or technical difficulties in use or maintenance or at disproportionate costs.

4. For the purposes of this Article, in order to determine the proportion of products originating in third countries, as provided for in paragraph 2, third countries to which the benefit of Directive 2014/25 / EU has been extended by a Council Decision shall not be taken into account. with par. 1.

**Article 315**

**Special rules of procedure**
The procedure for concluding a contract (procedure for submission, opening, evaluation of tenders and applications for participation, selection of participants, submission of award documents and contract, setting deadlines for completion of all or individual procedures) shall be carried out in accordance with Articles 10 to 100 and 104, as applicable.

In the case of application of Article 304, provided that the contract documents do not provide for the submission of an EEAS or TEUD on a case-by-case basis, and all supporting documents are required at the time of submission of the tender, the procedure of Article 103 may not apply. of three (3) months from the opening of the tenders until the issuance of the award decision. In these cases, after the evaluation of the bids, the award decision is issued.

As amended by Par.34 Article 43 LAW 4605/2019 with effect on 1/4/2019
See the evolution of the article

**Article 316**

**Award Concluding a contract**

1. The award decision must indicate the deadlines for the suspension of the contract, in accordance with Articles 333a et seq. 360 et seq. In the procedures for concluding a supply or service contract, the competent advisory body, with a reasoned recommendation, may propose the award of the contract for all or more or less at a rate of one hundred percent, to be specified in the contract documents.

As amended by Par.35 Article 43 LAW 4605/2019 with effect on 1/4/2019
See the evolution of the paragraph

2. The contracting entity shall promptly notify the award decision, together with a copy of all minutes of the tendering and evaluation process, to any tenderer who has not been definitively excluded other than the provisional contractor by any appropriate means, such as fax, e-mail and .etc., on proof.

As amended by Par.35 Article 43 LAW 4605/2019 with effect on 1/4/2019
See the evolution of the paragraph

3. The award decision shall not take effect if the contracting entity has not notified it to all tenderers who have not been definitively excluded. The legal effects of the award decision and in particular the conclusion of the contract occur if and when the following are cumulative:

a) in contracts with an estimated value of more than sixty thousand (60,000) euros, the deadline for filing a preliminary appeal has elapsed without action or in case of exercise, the deadline for filing a request for suspension against the
temporary order, in accordance with the provisions of the last paragraph of paragraph 4 of Article 372 and bb contracts with an estimated value of up to sixty thousand (60,000) euros, the deadline for filing an objection referred to in Article 333A has elapsed without action and in case of exercise, the decision on it or the expiration of the deadline for the first subparagraph of paragraph 2 of Article 127,

b) the pre-contractual audit by the Court of Auditors is successfully completed, in accordance with articles 35 and 36 of law 4129/2013, if required and

(c) the award decision shall be notified to the provisional contractor if the latter submits, upon request, a solemn declaration, signed in accordance with Article 79a, stating that no personal changes within the meaning of Article 104 and only in the case of the pre-contractual review or the exercise of a preliminary appeal against the award decision. The responsible statement is checked by the competent advisory body, which draws up a report accompanying the contract.

As amended by Par.35 Article 43 LAW 4605/2019 with effect on 1/4/2019  
See the evolution of the paragraph

4. After the occurrence of the legal effects of the award decision, the contracting entity invites the contractor to come for the signing of the contract, setting a deadline that can not exceed twenty (20) days from the notification of a relevant written special invitation.

As amended by Par.35 Article 43 LAW 4605/2019 with effect on 1/4/2019  
See the evolution of the paragraph

5. The signing of the contract is proof. If the contractor fails to sign the contract within the time limit specified in the special challenge, the bidder shall be declared void, his guarantee shall be forfeited and the procedure referred to in Article 103 shall be followed for the tenderer who submitted the next lowest price or the next most economically advantageous offer. If none of the bidders arrives to sign the contract, the award process is canceled, according to the case. (b) of par. 1 of article 317.

As amended by Par.35 Article 43 LAW 4605/2019 with effect on 1/4/2019  
See the evolution of the paragraph

Article 317
Cancel process
1. The contracting entity shall, by reasonably reasoned decision, after the opinion of the competent body, terminate the public procurement procedure:

(a) if the procedure is unfair either due to non-submission of a bid or due to rejection of all tenders or requests or exclusion of all tenderers or participants in accordance with the provisions of this Book and the contract documents; or (b) in the case of the last paragraph of paragraph 5 of Article 316.

2. Termination of the award procedure may take place by a specially reasoned decision of the contracting entity, following the opinion of the competent body, in the following cases:

(a) due to irregular conduct of the award procedure;

(b) if the economic and technical parameters related to the award procedure have changed substantially and the performance of the contractual object is no longer of interest to the contracting entity or the entity for which the contracted object is intended;

(c) if due to force majeure, the contract can not be properly executed,

(d) if the tender is deemed not economically advantageous;

(e) in the case of par. 4 of article 97,

(f) for contracting entities that are contracting authorities, for other reasons of public interest.

3. If errors or omissions are found at any stage of the award procedure, the contracting entity may, in the opinion of the competent body, cancel the procedure in part or reformulate the result accordingly or decide to repeat it from the point where the error or omission.

4. Where the reasons for the cancellation of the procedure referred to in paragraphs 1 and 2 are met, the contracting entity shall cancel the contract procedure for the whole subject of the contract or, if those reasons are linked to a part of the contract, for that part, if the submission of such offers is allowed.

5. The contracting entity shall also reserve the right, following the opinion of the competent body, to decide, in parallel with the cancellation or cancellation of the conclusion procedure and the repetition of any phase of the conclusion procedure, whether or not to modify its terms or to resort to the negotiation process, provided that in the latter case the terms and conditions of Articles 266 and 269 are met.
In the case of works contracts and in case of application of article 50 and cancellation of the procedure, pursuant to this article, the contracting entity may acquire the studies of the technical solutions that it deems satisfactory and proceed to a new procedure of concluding a project contract based on these studies. This possibility must be mentioned in the contract documents during the initial procedure.

TMHMA IV
SPECIAL CONTRACT SCHEMES

ENOTHTA 1
SOCIAL AND OTHER SPECIAL SERVICES

Article 318
Award of contracts for social and other special services (Article 91 of Directive 2014/25 / EU)

1. The contracts for social and other specific services listed in Annex XVII of Appendix V` entrusted, according to par. 3 Articles 319-321, as well as the specific rules that determine the applicable procedural rules provided for in contract documents.

As amended by Article 22 LAW 4441/2016 with effect on 6/12/2016
See the evolution of the paragraph

2. Contracts below the thresholds for social and other special services referred to in Annex XVII of Appendix B are awarded, in accordance with paragraph 3, Articles 295, 320, 109 A, 321 and 332, as well as the more specific provisions laying down the applicable procedural rules and provided for in the contract documents.

As amended by Par.36 Article 43 LAW 4605/2019 with effect on 1/4/2019
See the evolution of the paragraph

3. In any case, contracting entities must respect the principles of transparency and equal treatment of economic operators and the procedural rules in paragraphs 1 and 2 must allow the competent authorities to take into account the specific characteristics of the services concerned.

Article 319
Publication (Article 92 of Directive 2014/25 / EU)
1. Contracting entities which intend to award a contract for the services referred to in Article 318 shall notify their intention in any of the following ways: (a) by means of a contract notice or (b) by periodic indicative notice, which shall remain published on a continuous basis. The periodic indicative notice specifically refers to the types of services that will be the subject of the contract to be awarded. It states that the contracts will be awarded without further publication and calls on interested economic operators to express their interest in writing; or

c) by notifying the existence of a pre-selection system, which will remain published on an ongoing basis.

The first subparagraph, however, does not apply if a negotiated procedure could have been used, in accordance with Article 269, without prior invitation to tender for the award of a service contract.

2. Contracting entities that have awarded a contract for the services referred to in Article 318 shall communicate the results of the contract award procedure by means of a contract award. They may, however, collect these disclosures on a quarterly basis. In this case, they send the notifications they collect no later than thirty (30) days after the end of each quarter.

3. The notices and notifications referred to in this Article shall include the information referred to in Annex XVIII to Appendix B and shall be published in accordance with Article 295.

Article 320
Principles of awarding contracts for social and other special services (Article 93 of Directive 2014/25 / EU)

1. Contracting entities may take into account the need to ensure the quality, continuity, accessibility, affordability, availability and completeness of services, the special needs of different categories of users, including disadvantaged and vulnerable team participation and user empowerment and innovation.

2. Contracting entities may provide that the service provider shall be selected on the basis of the offer having the best value for money, taking into account the quality and sustainability criteria for social services.

Article 320a
Award procedure

As added with Par.37 Article 43 LAW 4605/2019 with effect on 1/4/2019
See the evolution of the article
Contracts with an estimated value of up to sixty thousand (60,000) euros are awarded in accordance with the provisions of Article 328. Contracts over the amount of sixty thousand (60,000) euros are awarded by one of the procedures provided for in Article 263.

As added with Par.37 Article 43 LAW 4605/2019 with effect on 1/4/2019

See the evolution of the paragraph

2. In particular for contracts referred to in the second subparagraph of paragraph 1, the following shall apply:

a) aa) For contracts with an estimated value below the threshold of indent c) of article 235, the minimum deadline for receipt of bids in the open procedures amounts to ten (10) days from the date of publication of the announcement in KIMDIS. In the closed procedure, in the competitive negotiated process, in the competitive dialogue and in the innovation partnership, the minimum deadline for receipt of applications for participation is eight (8) days from the date of publication of the contract notice in KIMDIS. In the closed procedure and in the competitive process with negotiation, the minimum deadline for receipt of the bids of the economic operators that have been pre-selected for the submission of bids is eight (8) days from the date of sending the call for bids to the pre-bidders.

bb) For contracts with an estimated value above the limit of indent c΄ of article 235 the minimum deadline for receipt of tenders in open procedures is fifteen (15) days from the date of dispatch to the Union Publications Office of the contract notice or, if as an instrument The preliminary notice from the date of dispatch of the invitation to confirm the interest shall be used from the date of dispatch to the Publications Office of the Union. In the restricted procedure, in the competitive negotiated procedure, in the competitive dialogue and in the innovation partnership, the minimum deadline for receipt of applications is eight (8) days from the date of dispatch to the Union Publications Office of the contract notice or, if the tender notice from the date of dispatch of the invitation to confirmation of interest is used from the date of dispatch to the Publications Office of the Union. In the closed procedure and in the competitive process with negotiation, the minimum deadline for receipt of the offers of the economic operators that have been pre-selected for the submission of bids is eight (8) days from the date of sending the call for bids to the pre-selected ones. In exceptional cases and if there are urgent reasons for the assignment, with a specially reasoned decision of the Contracting Body, shorter deadlines may be set for the receipt of offers and applications for participation. In the closed procedure and in the competitive process with negotiation, the minimum deadline for receipt of the offers of the economic operators that have been pre-selected for the submission of bids is eight (8) days from the date of sending the
body, shorter deadlines may be set for the receipt of offers and applications for participation. In the closed procedure and in the competitive process with negotiation, the minimum deadline for receipt of the offers of the economic operators that have been pre-selected for the submission of bids is eight (8) days from the date of sending the call for bids to the pre-selected ones. In exceptional cases and if there are urgent reasons for the assignment, with a specially reasoned decision of the Contracting Body, shorter deadlines may be set for the receipt of offers and applications for participation.

b) The grounds for exclusion of paragraphs 1 and 2 of Article 73 shall be compulsorily applied only by the Contracting Bodies which are Contracting Authorities, with the terms and conditions provided in Article 73.

c) The selection criteria are set out in the contract documents and may include those set out in Article 75, subject to the terms and conditions set out therein.

d) All communications as well as all exchanges of information shall be carried out in accordance with the provisions of Article 258.

e) For guarantees, the provisions of Article 302 shall apply.

As added with Par.37 Article 43 LAW 4605/2019 with effect on 1/4/2019
See the evolution of the paragraph

3. Contracts of more than one thousand (1,000) euros are posted on KIMDIS.

As added with Par.37 Article 43 LAW 4605/2019 with effect on 1/4/2019
See the evolution of the paragraph

Article 321

Exclusively awarded service contracts (Article 94 of Directive 2014/25 / EU)

1. Contracting entities that are contracting authorities may grant the right of organizations to participate in public procurement procedures exclusively to the health, social and cultural services referred to in Article 318 covered by CPV codes 75121000-0, 75122000-7, 75123000-4, 79622000-0, 79624000-4, 79625000-1, 80110000-8, 80300000-7, 80420000-4, 80430000-7, 80511000-9, 80520000-5, 80590000-6, from 85000000-9 to 85323000-9, 92500000-6, 92600000-7, 98133000-4, 98133110-8 in Social Cooperative Enterprises that are registered in the Social Entrepreneurship Register of article 14 paragraph 1 of law 4019/2011 (A`216), which have as main purpose, under their statutes, the professional and social
The Social Cooperative Enterprises of paragraph 1 must cumulatively meet the following conditions:

a) have the purpose of pursuing a public service mission referred to in paragraph 1;

b) the profits to be reinvested in order to achieve the goal of ownership of the Social Cooperative Enterprises of par. 1. In case of distribution or redistribution of profits, this should be done under conditions of participation;

c) the management or ownership structures of the Social Cooperative Enterprise referred to in the contract, are based on the ownership of employees or participatory principles or require the active participation of employees, users or stakeholders; and

d) not to have been awarded to the Social Cooperative Enterprise of paragraph 1 by the specific contracting entity a contract for the services in question, according to the last three years.

3. The maximum duration of the contract does not exceed three years.

4. The selection of contractors from the undertakings referred to in paragraph 1 shall be made on the basis of a relevant invitation to tender addressed to all of them. The competition notice or invitation should mention this article.

5. A presidential decree issued on the proposal of the Ministers of Interior and Administrative Reconstruction, Economy, Development and Tourism, Labor, Social Security and Social Solidarity and Finance shall determine:

(a) the minimum percentage of exclusively awarded contracts and the method of calculation;

(b) the types of exclusively awarded contracts referred to in paragraph 1;

(c) the more specific conditions for the award of the contracts of this article, especially in cases of existence of more offers from organizations of par. 2 and

(d) any other matter necessary for the application of this Article.

6. Pending the presidential decree provided for in paragraph 5, the provisions of paragraphs 1 to 4 shall apply.
ENOTHTA 2
RULES GOVERNING STUDY COMPETITIONS

Article 322
Scope (Article 95 of Directive 2014/25 / EU)

1. The provisions of Articles 322 to 325 shall apply to design contests organized in the framework of a service contract procedure, provided that the estimated value of the contract, excluding VAT, including prizes awarded or sums paid by thresholds referred to in Article 235 (a).

2. The provisions of Articles 322 to 325 shall apply to all design contests where the total amount of the prizes awarded and the sums paid to the participants, including the estimated non-VAT value of the service contract which may subsequently be awarded under case i of Article 269 if the contracting entity does not exclude such award in the contract notice, it is equal to or greater than the thresholds referred to in Article 235 (a).

Article 323
Notices and Notifications (Article 96 of Directive 2014/25 / EU)

1. The contracting entities that intend to organize a design competition, announce their intention through a design tender announcement. If they intend to award a subsequent service contract pursuant to Article 269 (j), they shall indicate their intention to call for a design contest.

2. Contracting entities which have organized a design contest shall send notification of the results of the tender in accordance with Article 295 and shall be able to prove the date of submission.

   If such disclosure could impede the application of existing legislation or be contrary to the public interest or harm the legitimate commercial interests of a particular public or private undertaking or undermine fair competition between service providers, information on the results of the design competition.

3. The notices and notices referred to in paragraphs 1 and 2 shall be published in accordance with Articles 295 and 296. For design competitions above the limits, the notices and notices referred to in paragraphs 1 and 2 shall include the information provided in the Annex. XIX of Appendix B and in Annex XX of Appendix B respectively, in the form of standard forms.
The notification of the results of the design competition is forwarded to the Publications Office of the Union within thirty (30) days from the end of the competition.

As amended by Article 22 LAW 4441/2016 with effect on 6/12/2016

See the evolution of the paragraph

4. Article 332 shall apply to design contests below the thresholds, instead of paragraphs 1 to 3.

Article 324

Rules concerning the organization of design competitions, the selection of participants and the jury (Article 97 of Directive 2014/25 / EU)

1. For the organization of design contests, contracting entities shall apply procedures adapted to the provisions of Articles 222 to 262 and 322 to 325.

2. The right to participate in design contests is not limited to:

(a) in the territory or part of the territory;

b) by the fact that the participants should be, under current legislation, either natural or legal persons.

3. If a design contest limits the number of participants, contracting entities shall establish clear and non-discriminatory selection criteria. In any case, the number of candidates invited must be sufficient to ensure real competition.

4. The jury consists exclusively of individuals regardless of the participants in the design competition. When contestants are required to have a specific professional qualification, at least one third of the members of the jury have that qualification or other equivalent qualification.

Article 325


1. The jury is non-binding in making its decisions or opinions.

2. The jury examines the studies and designs submitted by the candidates anonymously and based solely on the criteria indicated in the design contest notice.

3. The jury shall record in a report signed by its members the classification of the studies it concludes, according to the characteristics of each project, as well as its observations and any point that may need clarification.
5. Candidates may be invited, if necessary, to answer questions entered in the minutes by the jury, in order to clarify any element of the works.

6. Full minutes of the dialogue between the members of the jury and the candidates are drawn up.

**ENOTHTA 3**  
**CONTRACTS AGAINST APPLICATION LIMITS**

**Article 326**  
Selection of procedures

1. For contracts below the threshold, contracting entities may use, in addition to the procedures provided for in Article 263, the award and direct award procedures in accordance with Articles 327 and 328. The ceilings in Article 327 and 328, may be adjusted by a joint decision of the Ministers of Finance and the Minister in charge.

2. Contracts for procedures below the threshold shall not require the consent of the Authority.

**Article 327**  
Concise competition

1. Recourse to the summary tender procedure is allowed when the estimated value of the contract is equal to or less than the amount of sixty thousand (60,000) euros, excluding VAT.

2. For the conduct of a summary tender, the contracting entity publishes a declaration in accordance with article 296. In addition, it may additionally invite specific economic entities, at least three (3) if so many are active in the relevant market.

As amended by Par.9 Article 47 LAW 4472/2017 with effect on 19/5/2017  
See the evolution of the paragraph

3. Tenders of economic operators shall be submitted in writing.

The contract documents may provide for the mandatory submission of documents in electronic form, using an optical disc. In case of discrepancy between the printed and electronic data, those submitted in printed form shall prevail. The contracting entities use the Ε.Σ.Η.Δ.Η.Σ or other electronics in all the stages of the tender process, if this is provided in the contract documents.
4. The opening of the dossier of the supporting documents, the technical offers and the financial offers can be done in a public meeting, at the discretion of the committee.

5. The details of the summary tender are set out in the contract documents.

**Article 328**
**Direct assignment**

1. Recourse to the direct award procedure is allowed when the estimated value of the contract is equal to or less than the amount of twenty thousand (20,000) euros, excluding VAT.

2. The direct award is carried out by the competent department of the contracting entity, without the need for the establishment of an advisory body for this purpose.

3. The direct assignment to a specific economic entity is based on the possibility of good and timely execution of the contract by the contractor and his financial offer.

4. The decision of direct assignment is published in KIMDIS, according to par. 3 of article 38 and article 260.

The award decision shall contain at least:

(a) the name and contact details of the contracting entity;

b) a description of the object of the contract and its value;

(c) name and contact details of the economic operator to whom the contract is awarded;

(d) any other information deemed necessary by the contracting entity.

As amended by Par.10 Article 47 LAW 4472/2017 with effect on 19/5/2017
See the evolution of the paragraph

5. In case of violation of the obligation of par. 4, the contract automatically becomes invalid.

**Article 329**
1. In case of supply or service contracts below the limits, which relate to technical assistance actions of the co-financed programs of the NSRF, the E.O.X. or other EU or international programs and / or funds, as well as the sectoral, regional and special programs of the National Development Program (NRP), the contracting entities and / or the beneficiaries of technical assistance actions within the meaning of Law 4314/2014 and institutional framework of the PSC, they may also use the procedures in paragraphs 2 and 3, as appropriate. 

As amended by Par.7 Article 140 LAW 4635/2019 with effect on 30/10/2019

See the evolution of the paragraph

2. By a reasoned decision of the Special or General Secretary of the Ministry or the Regional Governor to whom the service responsible for the execution of technical assistance actions belongs, after sending a call for expressions of interest, the conclusion of a contract for the supply of goods or general services with a natural or legal person registered in a list of suppliers and service providers, which is drawn up and maintained for the purpose of performing technical assistance actions. Recourse to this procedure is allowed if the estimated value of the contract, excluding VAT, is equal to or less than the amount of forty thousand (40,000) euros. The relevant agreement is signed by the above body.

3. By reasoned decision of the Special or Secretary General of the Ministry or the Regional Governor to whom the service responsible for the execution of technical assistance actions belongs, it is allowed, by choosing between at least three (3) tenders received from natural or legal persons of his choice, registered in a list of suppliers and service providers, which is compiled and maintained for the purpose of performing technical assistance actions, following the sending of a call for expressions of interest to them, the conclusion of a contract for the supply of goods or services. Recourse to this procedure is allowed if the estimated value of the contract, excluding VAT, is equal to or less than the amount of sixty thousand (60,000) euros. The relevant agreement is signed by the above body.

4. By decision of the Minister of Economy, Development and Tourism or the competent Minister, as the case may be, the process of preparation and maintenance of the lists of suppliers and providers of technical assistance services for the application of this article is regulated, and the registration conditions of economic operators are specified. the terms of selection of the contractor according to paragraphs 2 and 3, as well as any other relevant issue.
decisions of paragraphs 2 and 3 shall be issued by the body to which it belongs and in the case of legal entities by the competent, according to the relevant institutional framework. organ.

6. In case of supply or service contracts, which relate to technical assistance actions of the co-financed programs of the NSRF, the E.O.X. or other Union or international programs and/or funds, as well as sectoral, regional and specific programs of the PSC, their conclusion according to article 328 is possible with a reasoned decision of the head of the technical assistance service responsible for carrying out the actions.

As amended by Par.7 Article 140 LAW 4635/2019 with effect on 30/10/2019
See the evolution of the paragraph

Article 330
Initiation of a contract award process

1. For contracts below the threshold, the start time of the open procedure, the closed procedure and the negotiation process with publication of a contract notice, competitive dialogue and innovation partnership shall mean the date of publication of the contract notice in KIMDIS, according to article 296.

2. The start time of the summary tender means the date of publication of the announcement in KIMDIS according to article 296.

As amended by Par.11 Article 47 LAW 4472/2017 with effect on 19/5/2017
See the evolution of the paragraph

3. The time of commencement of the direct award or the negotiation procedure without publication of a contract notice shall mean the date of dispatch to the economic operators of the first invitation to tender or the first invitation to tender.

Article 331
Deadlines for procurement procedures below the thresholds

1. The following deadlines are met in the procedures for concluding contracts below the limits:

a) In the open procedure, the minimum deadline for receipt of tenders is fifteen (15) days from the date of publication of the contract notice in KIMDIS. If an emergency situation, duly substantiated by the contracting entity, makes it impossible to meet the minimum deadline of the first subparagraph, the contracting entities may set a
In the closed procedure and in the negotiated procedure with publication of a notice, the minimum deadline for receipt of applications is set at ten (10) days from the date of publication of the contract notice in KIMDIS and the minimum deadline for receipt of tenders of economic operators pre-selected for submission of bids is set at seven (7) days from the date of dispatch of the invitation to tender to the shortlisted.

c) In the concise tender, the minimum deadline for receipt of tenders is set at ten (10) days from the date of publication of the announcement in KIMDIS.

As amended by Par.38 Article 43 LAW 4605/2019 with effect on 1/4/2019
See the evolution of the paragraph

2. In determining the time limits for receipt of applications and tenders, the contracting entity shall take into account in particular the specific nature of the contract and the time required to prepare applications or tenders, without prejudice to the time limits laid down in this article.

3. The deadlines for the receipt of applications and tenders must be set in such a way as to indicate the exact date and time of the submission of applications and tenders.

Article 332

Notice of contract below the limits

As amended by Par.13 Article 47 LAW 4472/2017 with effect on 19/5/2017
See the evolution of the article

1. Without prejudice to Articles 263 (3), 269, 327 and 328, contract notices for all procedures for the award of contracts below the thresholds shall be used as a means of tendering.

As added with Par.13 Article 47 LAW 4472/2017 with effect on 19/5/2017
See the evolution of the paragraph

2. Contract notices shall contain the information provided for in Annex XI to Appendix B, provided that such information is specific to those contracts and is published in accordance with Article 296.

As added with Par.13 Article 47 LAW 4472/2017 with effect on 19/5/2017
See the evolution of the paragraph

Article 333
In a closed procedure and in a negotiated procedure with prior publication, the contracting entities shall invite the selected candidates to submit their tenders at the same time and in writing.

2. The invitations referred to in paragraph 1 shall be accompanied by the contract documents, in the event that these documents do not provide free, full direct and free access and are not already available in any other way. In addition, the invitations referred to in paragraph 1 shall include the information set out in Annex XIII to Appendix B.

Article 333a

Objections filed during the procurement process with an estimated value of less than or equal to sixty thousand (60,000) euros (excluding VAT) Judicial Protection

For contracts with an estimated value of less than or equal to sixty thousand (60,000) euros (excluding VAT), with respect to objections and legal remedies, the provisions of Article 127 shall apply mutatis mutandis. In principle, no fee is required for the objection to be accepted.

As added with Par.39 Article 43 LAW 4605/2019 with effect on 1/4/2019
See the evolution of the article

PART B

Article 334

Contractual framework Applicable legislation

During the execution of contracts are applied:

(a) the provisions of this Book (Articles 222 to 338);

b) in addition the provisions of Chapter II of Part B of Book I (articles 134 to 221) of this law,

(c) the terms of the contract; and

d) in addition to the Civil Code.

As amended by Article 22 LAW 4441/2016 with effect on 6/12/2016
See the evolution of the article
1. Contracting entities shall impose the condition that, in the performance of the contract, the contractor complies with the obligations in the fields of environmental, social security and labor law laid down by Union law, national law, collective agreements or international environmental, social and social provisions. which are listed in Annex XIV of Appendix B. The terms of this paragraph are set out in the contract documents.

Contracting entities impose the condition that during the execution of the contract the contractor is obliged to comply with the provisions of the legislation on health and safety of employees and prevention of occupational risk.

As amended by Article 39 LAW 4488/2017 with effect on 13/9/2017
See the evolution of the paragraph

2. Contracting entities may impose other special conditions on the performance of the contract, provided that they are linked to the subject of the contract within the meaning of paragraph 3 of Article 311 and are indicated in the tender notice or in the contract documents. These terms may include economic, environmental, social or innovation and employment considerations.

3. The social parameters concern in particular:

   a) the employment of persons belonging to vulnerable groups of the population within the meaning of par. 4 of article 1 of law 4019/2011 (Α' 216),

   b) facilitating the social and / or employment integration of persons from vulnerable groups in the population;

   (c) the fight against discrimination; and

   d) the promotion of equality between men and women.

4. By joint decision of the Ministers of Interior and Administrative Reconstruction, Economy, Development and Tourism, Labor, Social Security and Social Solidarity and Finance are determined:

   (a) the minimum employment rate of workers belonging to vulnerable groups of the population; and
1. The observance of the obligations of par. 2 of article 253 by subcontractors is subject to monitoring and control by the competent national authorities.

2. The contracting entities may provide in the contract documents that, at the request of the subcontractor and when the nature of the contract so permits, the contracting entities shall pay directly to the subcontractor the fee due for the performance of the supply, service or project under the subcontracting contract with the contractor. In this case, the contract documents shall specify the specific measures or mechanisms that allow the contractor to raise objections to unjustified payments, as well as the arrangements concerning this method of payment.

3. Paragraphs 1 and 2, as well as Article 287, do not remove the contractor from liability.

4. In the case of works contracts and in respect of services to be provided on installations under the direct supervision of the contracting entity, after the contract has been awarded and at the latest at the beginning of its execution, the contractor shall indicate the name to the contracting entity, the contact details and the legal representatives of its subcontractors, who participate in these projects and services, if they are known at the specific time. The Contractor shall notify the Contracting Entity of any change in the above information during the Contract, as well as the required information concerning any new subcontractor which the Contractor shall subsequently use in such works and services.

The first subparagraph and the second subparagraph do not apply to suppliers.

The obligations of the first subparagraph shall extend: (a) to supply contracts, to service contracts, except for services to be provided on the premises under the direct supervision of the contracting entity or to suppliers participating in works or service contracts; (b) to subcontractors subcontractors of the main contractor and so on in the subcontracting chain.

5. In order not to violate the obligations of par. 2 of article 253, the contracting entity that is the contracting authority may verify the non-assistance of the reasons for exclusion to the subcontractor, in accordance with articles 73 and 74. In this case:
may require the economic operator to replace a subcontractor where the verification shows that there are potential grounds for exclusion.

As amended by Article 22 LAW 4441/2016 with effect on 6/12/2016
See the evolution of the paragraph

6. By way of derogation from the preceding paragraph, if the part of the contract referred to in the contract under Article 287, either at the commencement of the contract or during it, in accordance with paragraph 4, that it intends to award under in the form of subcontracting in excess of thirty percent (30%) of the total value of the contract, as amended in accordance with Article 337 by the contracting entity that is the contracting authority:

(a) verify the assistance of the grounds for exclusion for subcontractors in accordance with Articles 73 and 74; and

b) requires the economic operator to replace a subcontractor, when the above verification shows that there are reasons for his exclusion.

7. In cases of verification of the grounds for exclusion of subcontractors, in accordance with paragraphs 5 and 6, the required information shall be accompanied by the responsible statements of the subcontractors, in accordance with Article 79. However, when subcontractors appear after the award of the contract, they shall provide and other relevant supporting documents instead of the responsible statement.

Article 337
Amendment of contracts during their term (Article 89 of Directive 2014/25 / EU)

1. Contracts and framework agreements may be amended without a new contract procedure in any of the following cases:

(a) where the modifications, regardless of their monetary value, are provided for in clear, precise and categorical revision clauses in the original contract documents, which may include price revision clauses or options. These clauses shall state the subject matter and nature of any amendments or options, as well as the conditions under which they may be activated. They do not provide for amendments or options that may change the overall nature of the contract or framework agreement;
provided that the change of contractor:

(ba) may not be made for financial or technical reasons, for example interchangeability or interoperability requirements with existing equipment, services or facilities provided under the original contract; and

(bb) would entail significant problems or a substantial increase in costs for the contracting entity.

However, any price increase does not exceed fifty percent (50%) of the value of the original contract. In the event of successive modifications, the cumulative value of these modifications may not exceed 50% of the value of the original contract or framework agreement. Subsequent amendments are not intended to avoid the application of this Book (Articles 222 to 338).

(c) where the following conditions are cumulatively met:

(aa) the need for modification arose due to circumstances which could not have been foreseen by a diligent contracting entity;

(bb) the amendment does not change the overall nature of the contract;

(cc) any price increase not exceeding fifty per cent (50%) of the value of the original contract or framework agreement. In the event of successive modifications, the cumulative value of these modifications may not exceed 50% of the value of the original contract or framework agreement. These amendments are not intended to avoid the application of this Book.

(d) where a new contractor replaces the one originally awarded the contract by the contracting entity, as a result of either:

(aa) a categorical revision or optional clause, in accordance with subparagraph (a);

(bb) total or partial succession of the original contractor due to corporate restructuring, including redemption, absorption, merger or insolvency situations, in particular in the context of pre-bankruptcy or insolvency proceedings by another economic operator provided that the succession does not entail any substantial modification to the contract and is not intended to avoid the application of this Book; or

(cc) where the contracting entity itself assumes the obligations of the lead contractor vis-à-vis its subcontractors, in accordance with Article 336.
Contracting entities amending a contract in cases (b) and (c) of this paragraph shall publish a notice in the Official Journal of the Union. This notification shall contain the information provided for in Annex XVI of Appendix B and shall be published in accordance with Article 295.

2. Also and without the need to verify whether the conditions of cases a’ to d’ of par. 4 are met, the contracts may be amended without a new contract award procedure if the value of the modification is lower than both of the following prices:

(a) the thresholds; and

(b) 10% of the value of the original contract for service and supply contracts and 15% of the value of the original contract for works contracts.

However, the amendment may not alter the overall nature of the contract or framework agreement. In the case of successive amendments, their value is calculated on the basis of the net cumulative value of the successive amendments.

3. For the calculation of the price provided in par. 2 and cases b’ and c’ of paragraph 1, when the contract includes an indexation clause, the reference price is the adjusted price.

4. The amendment of a contract or framework agreement during it shall be deemed to be substantial within the meaning of subparagraph (e) of paragraph 1, provided that it renders the contract or framework agreement substantially different in character from that originally concluded. In any case, without prejudice to paragraphs 1 and 2, an amendment shall be deemed to be substantial if it satisfies one or more of the following conditions:

(a) the amendment introduces conditions which, if they had been part of the initial procurement process, would have allowed candidates other than those originally selected to participate or to have accepted an offer other than the one originally selected or to have attracted other participants in the procurement process contract,

(b) the amendment changes the financial balance of the contract or framework agreement in favor of the contractor in a manner not provided for in the original contract or framework agreement;
where a new contractor replaces the one to whom the contracting entity originally awarded the contract in cases other than those provided for in subparagraph (d) of paragraph 1.

5. A new contract award procedure is required for amendments to the provisions of a contract for works, supplies or services or a framework agreement during it, which are different from those provided for in paragraphs 1 and 2.

6. Amendment contracts are subject to the legality test, if the main contract has passed the Court of Auditors’ precautionary legality test, except in the following cases:

(a) where the amendments have no financial object and are not substantial within the meaning of paragraph 4;

(b) where the amendments are made pursuant to indent a) of paragraph 1 and paragraph 2 hereof; and

(c) when after the legality check of the original contract it was included in a financing program and the total amount of the initial contract does not exceed the current control limit for the co-financed contracts.

The review of legality also includes amending contracts that fall under the pre-contractual audit of the Court of Auditors, when a contract is amended whose original value was below the respective audit threshold, if the modification increases the financial object so that the total value of the contract exceeds the total value of the contract.

As added with Par.40 Article 43 LAW 4605/2019 with effect on 1/4/2019

See the evolution of the paragraph

Article 338

Right to unilaterally terminate a contract (Article 90 of Directive 2014/25 / EU)

Contracting entities may, at least in the following circumstances and under the conditions laid down in the provisions in force, terminate a contract for works, supplies or services during its execution, provided that:

(a) the contract has undergone a substantial amendment which would require a new procurement procedure under Article 337;
(b) if the contractor, at the time of the award of the contract, was in one of the situations referred to in Article 73 (1) and Article 74 and as such should have been excluded from the contract procedure under the second subparagraph Article 305 (1),

c) the contract should not have been awarded to the contractor due to a serious breach of its obligations under the Treaties and Directive 2014/25 / EU, which has been recognized by a judgment of the Court of Justice of the European Union in proceedings under Article 258 TFEU.

BOOK III
GOVERNANCE

Article 339
Object and scope

In order to ensure the correct and effective application of the provisions of this law, this Book establishes procedures and governance obligations, which are applied by the contracting authorities and the contracting entities.

Article 340
Enforcement (articles 83 paragraphs 1-5 and 90 par. 7 of Directive 2014/24 / EU and articles 99 paragraphs 1-5 and 106 par. 3 of Directive 2014/25 / EU)

1. The procedure for monitoring the implementation of the rules on public procurement is governed by the provisions of Law 4013/2011 (Α’ 204), as amended and in force.

When audit or supervisory bodies identify, on their own initiative or upon receipt of information, specific violations or systemic problems, they must report these problems to the Single Independent Public Procurement Authority, the audit authorities and the courts.

As amended by Article 22 LAW 4441/2016 with effect on 6/12/2016
See the evolution of the paragraph

2. The results of the monitoring activities, according to the previous paragraph, are made available to the public with their obligatory posting on the official website of the Authority and are sent to the competent Directorate of the European Commission.

The Authority ensures the sending of a monitoring report to the European Commission every three years, starting from 18.4.2017. The report shall include, where appropriate, information on the most common causes of misapplication or
procedures, as well as the prevention, detection and adequate reporting of cases of fraud, corruption, conflict of interest and other similar serious irregularities in the field of public procurement. The details for the application of the previous paragraph shall be determined by a joint decision of the Minister of Economy, Development and Tourism and the Minister responsible for the fight against corruption.

3. The Authority within the framework of its responsibilities, as defined in article 2 of law 4013/2011 ensures:

(a) to provide free information and guidance on general guidelines on the interpretation and application of Union law in the field of public procurement, to assist contracting authorities / entities and economic operators, in particular small and medium-sized enterprises (SMEs), in implementation of Union rules on public procurement, through its website, and

b) in cooperation with EKAA and the National Coordination Authority (EAS) of the Ministry of Economy, Development and Tourism to support the contracting authorities / contractors in the design and implementation of public procurement procedures and co-financed public contracts.

As amended by Par.48 Article 107 LAW 4497/2017 with effect on 13/11/2017

See the evolution of the paragraph

4. The Authority shall communicate to the Commission the text of the main provisions of national law which Greece adopts in the field governed by Directives 2014/24 / EU and 2014/25 / EU (Books I and II).

**Article 341**

*Separate reports on procurement procedures (Articles 84 (1) and (3) of Directive 2014/24 / EU and 100 (1) and (3) of Directive 2014/25 / EU)*

1. For each contract or framework agreement falling within the scope of this law and each introduction of a dynamic purchasing system, the contracting authorities of Book I shall draw up a written report containing at least:

(a) the name and address of the contracting authority, the object and value of the contract, the framework agreement or the dynamic purchasing system

(b) where appropriate, the results of the quality selection and / or the limitation of the number of candidates or tenderers, in particular:
(b) the name of the rejected candidates or tenderers and the reasons for their rejection;

(c) the reasons for the rejection of tenders considered to be abnormally low;

(d) the name of the contractor and the justification for the selection of his tender, as well as, if known, the part of the contract or framework agreement which the contractor intends to subcontract to third parties and when known at the time, the names of the subcontractors of the main contractor, if applicable,

(e) as regards competitive negotiated procedures and competitive dialogue, the circumstances set out in Article 26 justifying the use of such procedures;

(f) as regards negotiated procedures without prior publication, the circumstances set out in Article 32 justifying recourse to that procedure;

(g) where applicable, the reasons why the contracting authority has decided not to award a contract or framework agreement or to introduce a dynamic purchasing system;

(h) where applicable, the reasons for which other means of communication other than electronic media were used in the bidding;

(i) where applicable, the cases of conflict of interest identified and the consequent measures taken.

This report is not required for contracts based on framework agreements, if they are concluded in accordance with par. 4 of article 39 or indent a` of par. 5 of article 39. If the notification of a concluded contract is drawn up, according to article 64 contains the information required in this paragraph, contracting authorities may refer to this notification.

2. The contracting entities in Book II shall retain the appropriate information for each contract or framework agreement falling within the scope of this Directive and any introduction of a dynamic purchasing system and any implementation of a dynamic purchasing system. This information allows them, at a later stage, to justify their decisions on:

(a) the pre-selection and selection of economic operators and the award of contracts;
the use of negotiated procedures without prior contract notice in accordance with Article 269;  

(c) the non-application of Articles 263 to 276, 278 to 317 and 334 to 338 under the derogations provided for in Articles 227 to 252;  

(d) where applicable, the reasons for which other means of communication other than electronic means were used to submit a tender.  

If the notification of a contract concluded in accordance with Article 294 or paragraph 2 of Article 319 contains the information required in this paragraph, the contracting entities may refer to this notification.  

3. The report or its main elements shall be communicated to the European Commission and to the Authority upon request.  

4. Without prejudice to Article 45 and Article 277, the provisions of this Article shall not apply to public procurement procedures below the application limits.

Article 342  

1. If the quality and completeness of the data are not in accordance with the obligations set out in Articles 62 to 64, 108 and 112, as well as in Articles 291 to 295, 319 and 323 published in accordance with Annexes VIII to the Appendix A’ and Annex IX of Appendix B’, the submission of the missing statistical data to the Commission is sent with the care of the Authority.  

2. Statistical report on public contracts which would fall within the scope of Union law if their value exceeded the corresponding threshold set out in Articles 5 and 235 accompanied by an estimate of the aggregate total value of those contracts within that period is sent to the competent Directorate of the European Commission with the care of the Authority, in cooperation with the General Secretariat for Trade and Consumer Protection of the Ministry of Economy, Development and Tourism and the General Secretariat of Infrastructure of the Ministry of Infrastructure, Transport and Networks, every three years. 2017. The estimate may in particular be based on available data from national publication requirements or on estimates based on sampling.  

This report may be included in the report referred to in paragraph 2 of Article 340.
I shall be made available to the competent Directorate of the European Commission upon request. The European Commission is also informed of national initiatives to provide guidance or support for the implementation of Union rules on public procurement or to deal with infringements arising from the application of those rules. This information may be included in the report referred to in paragraph 2 of Article 340.

4. The provisions of this article shall not apply to procedures for the award of public contracts below the thresholds.

**Article 343**


1. Mutual support is provided and measures are taken for effective cooperation between Member States in order to ensure the exchange of information on matters referred to in Articles 54, 55, 56, 73, 79, 80, 82, 83 and 88 and 284, 309 and 313, in a way that ensures the confidentiality of the information they exchange.


**Article 344**

*Training and Certification of staff of Contracting Authorities / Contracting Bodies*

1. Contracting authorities / contracting entities shall ensure that staff responsible for the preparation, award and execution of public procurement have the required training, experience and expertise.

2. The contracting authorities / contracting entities shall ensure the initial and lifelong training, as well as the corresponding certification of their staff who serve in any employment relationship and who are in charge of duties related to the exercise of responsibilities under this law.

3. The training is done through certified programs designed and implemented in particular by the Training Institute (IN.EP.) of the National Center for Public...
The contracting authorities / contracting entities, during the preparation and execution of procedures for concluding and executing public contracts of this law, are obligatorily supported by certified personnel who serve in any employment relationship with them / them.

By presidential decree, following a proposal by the Ministers of Economy, Development and Tourism, Infrastructure, Transport and Health Networks and the competent Deputy Minister of Administrative Reconstruction and the issuance of a relevant Opinion of the Authority, a Register of Certified Public Procurement Employees is established. 

The above decree regulates issues that concern in particular:

a) the body keeping the Register,

b) the conditions of registration and the reasons for deletion;

c) the terms, levels and manner of assessment and certification; and

d) any other necessary issues related to the certification of the staff and the operation of the Register.

The obligation of the first paragraph of this paragraph is suspended until the adequate operation of the Register. For the needs of the present law, the adequate operation of the Register is certified by its body.
The provisions of this Book (articles 345 to 374) apply to disputes arising during the contract award procedure of this law, as well as their amendment, with an estimated value of more than sixty thousand (60,000) euros, excluding VAT and regardless of their nature.

2. The provisions of this Book shall also apply to disputes arising in the process of awarding framework agreements, concessions and dynamic purchasing systems, as well as these amendments.

3. "Contracting authorities" according to the provisions of this book means the contracting authorities and the contracting entities of indent 1 of paragraph 1 of Article 2.

**Article 346**

**Protection when awarding public contracts**

1. Any interested party who has or had an interest in being awarded a contract referred to in points (a) and (b) of Article 2 (2) and who has suffered or may suffer damage from an enforceable act or omission of the contracting authority in breach of European or domestic law, has the right to appeal to the Authority for the Examination of Preliminary Appeals (AEPP), in accordance with the specific provisions of Article 360, and to seek temporary protection under Article 366, annulment of an illegal act or omission of the contracting authority under Article 367 or annulment of a contract which has been entered into unlawfully in accordance with Article 368.

As amended by Par.49 Article 107 LAW 4497/2017 with effect on 13/11/2017

See the evolution of the paragraph

2. Any interested party who has suffered or may be harmed by a decision of the AEPP on the reference for a preliminary ruling under Article 360 may file an application for suspension of operation and an application for annulment of its decision before the competent courts, in accordance with Article 372 The contracting authority has the right to exercise the same legal remedies if the AEPP accepts the preliminary appeal.

3. Disputes arising from the award of public contracts of this law and concerning claims for compensation are adjudicated by the competent courts, in accordance with the general provisions as defined in article 373.
SECTION I
PRINCIPLE OF EXAMINATION OF PRELIMINARY APPEALS

Article 347
Recommendation of the Authority for the Examination of Preliminary Appeals

1. A Preliminary Appeals Review Authority (PRC) is established, which has the task of resolving disputes that arise during the stage preceding the conclusion of public works, supply and service contracts, after the exercise of a preliminary appeal, in accordance with the provisions of Section II. of this Title. The seat of GDP is defined by the Operating Regulations of article 355.

As amended by Par.1 Article 49 LAW 4456/2017 with effect on 1/3/2017
See the evolution of the paragraph

2. GNP enjoys operational independence, administrative and financial autonomy and is not subject to control or oversight by government bodies or other administrative authorities. It is subject only to the control of the Parliament, according to its Rules of Procedure.

Article 348
Establishment of the Authority

1. The Authority consists of thirty-one members, of which one (1) member is the President.

In the event of incapacity, the President shall designate one of the members of the Authority as his deputy.

As amended by Par.2 Article 49 LAW 4456/2017 with effect on 1/3/2017
See the evolution of the paragraph

2. The President has the capacity of a retired judicial officer of the Council of State or of the Court of Auditors or of the Administrative Courts of Appeal from the rank of President of the Court of Appeals and a senior or retired officer of the Legal Council of the State, with experience in public procurement law.

As amended by Par.1 Article 61 LAW 4472/2017 with effect on 19/5/2017
See the evolution of the paragraph

3. Lawyers who meet the requirements of article 2 of p.d. 50/2001 (AD 39). For the application of this paragraph, as a subject according to article 2 of p.d. 50/2001 is
4. For the election of the President, the Minister of Justice, Transparency and Human Rights publishes, within one (1) month from the entry into force of the present, a public invitation for submission of applications for expression of interest (candidacy) by the interested parties. Applications are submitted to the Ministry of Justice, Transparency and Human Rights within ten (10) days from the publication of the invitation, together with the supporting documents specified therein. The announcement process is repeated three (3) months before the end of each term.

The President is elected by the Minister of Justice, Transparency and Human Rights and, following the opinion of the Parliamentary Institutions and Transparency Committee, is appointed by an act of the Council of Ministers. In case of death, resignation or resignation or otherwise departure of the President before the end of his term, a new public call for expressions of interest is issued and the selection procedure of this paragraph is followed. In the case of application of the previous paragraph and until the appointment of the new President, the duties of President shall be exercised by the oldest member within the meaning of service to the Authority or, in case of inability to apply this criterion, within the meaning of age.

5. The members are appointed by the Minister of Justice, Transparency and Human Rights. The selection of candidates for the positions of members is carried out by the Supreme Personnel Selection Council (ASP), in accordance with the procedure of article 19 of V. 2190/1994 (A’ 28).

6. The procedure of par. 4 for the election and appointment of the President begins two months before the end of his term. The procedure of par. 5 for the selection and appointment of members begins eight (8) months before the end of their term, on the initiative of the Minister of Justice, Transparency and Human Rights.

7. The term of office of the Chairman and the members is five years.

8. The term of office of the Chairman and the members is automatically extended until the appointment of new members.
The extension of the term of office may not exceed, in any case, six (6) months. AEPP may continue to operate, but not for more than six months, if any of its members disappear or leave for any reason or lose the capacity on which they were appointed. AEPP is considered legally constituted if at least half of its members have been appointed.

9. Paragraphs 4 and 6 of article 3 of law 3051/2002 (A’ 220) are applied to the members of the AEPP accordingly, in terms of the obstacles of appointment, resignation, resignation, without prejudice to article 349.

**Article 349**

**Functional independence**

1. The members of the GNI during the exercise of their duties, are bound only by the law and their conscience and are obliged to observe the principles of objectivity and impartiality.

2. The members of AEPP are full-time and exclusively employed, and are, for this reason, suspended from exercising any salaried public or legal function or any professional activity. AEPP members, if they hold any salaried position in the public sector, are released, during their term of office, from the obligation to exercise the duties of their position. AEPP members are prohibited from being members of a law firm during their term of office.

3. The members of the GNP shall be prohibited, during their term of office, from engaging in any kind of commercial activity in the field of public procurement of the present law, and in particular from being shareholders or in any way involved in an economic entity operating in this field.

4. The members of the GNP are prohibited, during their term of office, to be members of a political party.

5. A person who has himself or his spouse or relative up to the second degree or any other person, natural or legal, with whom he has a close, direct personal, financial or other interest, is not appointed President or member of the GDP. which affects or appears to affect his impartial and objective judgment in the performance of his duties.

6. The determination of the obstacles and incompatibilities of paragraphs 2 to 5 of this article implies the automatic resignation from the position of the President or the member respectively, for which a certificate of the Minister of Justice, Transparency and Human Rights is issued.
AEPP members are not allowed for two (2) years after the end of their term of office, to provide service on a paid basis or with any legal relationship or to acquire shares in a company or enterprise cases which they themselves handled or in which they had participated in making a decision during their term of office. Those who violate the provisions of the preceding paragraph shall be imposed, by decision of the Minister of Justice, Transparency and Human Rights, a fine of twice to twelve times the monthly salary received by the member of the GDP at the end of his term.

8. For the members of AEPP, par. 4 of article 22 of law 4354/2015 (A 176) is applied, in terms of salaries.

The provision of par. 13 of article 13 of law 2703/1999 (AD 72), as replaced by article 53 of law 4456/2017 (AD 24), applies to the President of the Authority for the Examination of Preliminary Appeals.

As amended by Par.1 Article 54 LAW 4465/2017 with effect on 4/4/2017
See the evolution of the paragraph

9. The term of office of the members of AEPP is considered as a real service for all the consequences and during it their grade and salary development is not interrupted. At the end of their term, they automatically return to the position they held before their appointment. If the position they held or in which they have developed is not vacant or has been abolished, they return to a temporary temporary position in their branch, which is automatically recommended and abolished upon their resignation from the service.

10. The members of AEPP submit, annually, the declaration of assets provided for in Law 3213/2003 (A`309) and the declaration of financial interests of article 229 of Law 4281/2014 (A` 160).

Article 350

Financial Independence

1. The financial independence of GDP is ensured by the ability to cover, by its own means, its operating costs and the remuneration of its members and staff. To this end, it has the same revenue and the same budget, which is funded by the payment of the reservation of par. 3.

2. Financial management issues are regulated by the special Financial Management Regulation issued by presidential decree on the proposal of the Ministers of Finance and Justice, Transparency and Human Rights.
Ministry of Justice, Transparency and Human Rights. The same is true if the proceeds from booking or other sources are not sufficient to meet the financial needs of GDP.

The Minister of Justice, Transparency and Human Rights may issue the necessary acts for the staffing and equipment of the AEPP, as well as any other act that is necessary for its operation, until its establishment.

Until 31.12.2017 the expenditures of AEPP will be borne by the credits of the regular budget of the Ministry of Justice, Transparency and Human Rights and in particular the special body 17-660, which has been created for this purpose. The main authorizer of these appropriations, until 31.12.2017, is the Minister of Justice, Transparency and Human Rights, while the competent financial service for the signing of contracts, the issuance of commitments and the settlement of expenses is the General Directorate of Financial Services, Administrative Support and E-Government of the Ministry of Justice, Transparency and Human Rights. From 1.1.2018, the special body 17-660 is abolished and the AEPP operates in accordance with its Special Regulation of Financial Management (p.d. 58/2017, AD 88).

As amended by Par.1 Article 43 LAW 4487/2017 with effect on 9/8/2017

See the evolution of the paragraph

3. To cover the operational needs of GDP, a retention of 0.06% is required on all contracts subject to this law, regardless of the source of funding, which are concluded after the entry into force of the joint ministerial decision of the fifth paragraph thereof. This deduction is calculated on the value of each payment before taxes and deductions of the original, as well as each additional contract. With a presidential decree issued on the proposal of the Ministers of Justice, Transparency and Human Rights and Finance, the amount of detention may be adjusted.

The amounts of the reservation are withheld by the contracting authority in the name and on behalf of GDP and are deposited in a special bank account, which is managed by GDP, in accordance with the provisions of the special Financial Management Regulation. A joint decision of the Ministers of Justice, Transparency and Human Rights and Finance regulates issues related to the time, manner and procedure of withholding the above funds, as well as any other issues necessary for the implementation of the detention. By joint decision of the Ministers of Justice, Transparency and Human Rights and Finance, the revenues generated in the
If from the financial management of GDP, at the end of each financial year, a positive net result for the year, a percentage of this economic result up to eighty percent (80%) is available, by joint decision of the Undersecretaries of Justice, Transparency and Human Rights and Finance, as revenue of the State Budget. The above provision is valid from the financial year 2018 onwards.

Article 351
Disciplinary Review

1. For any breach of their obligations under this law and the regulatory acts issued under its authority, all members of the GNP shall be subject to disciplinary liability. The disciplinary procedure before the Disciplinary Council of par. 2 is initiated by the Council of Ministers following a proposal by the Minister of Justice, Transparency and Human Rights.

2. A Disciplinary Council is established, which consists of a State Councilor, an Areopagite and a professor of a Higher Education Institution specializing in public procurement law, for a three-year term. The duties of the President are exercised by the oldest of the judicial officers. An official of the Ministry of Justice, Transparency and Human Rights acts as secretary of the Council. The Chairman, members and secretary of the Council shall be appointed by an equal number of alternates.

3. The Council is established by a decision of the Minister of Justice, Transparency and Human Rights, which is issued within sixty (60) days from the entry into force hereof. Specifically, the members of the Council who are judicial officers are appointed by a decision of the Supreme Judicial Council. For the operation of the Council, paragraph 1 of article 21 of law 4354/2015 applies.

Article 352
Disciplinary Procedure

1. The Disciplinary Board meets in the presence of all its members and decides by an absolute majority of those present. The Disciplinary Board decides in the first and last instance.

2. Disciplinary misconduct is considered to be: a) the violation of the provisions of this and the legislation in general in the exercise of duties and responsibilities, b) the improper performance of duties and responsibilities, c) the acquisition of financial benefit or compensation of the member or third party person in the
The penalties imposed by the Disciplinary Board are: a) written reprimand, b) fine up to the salary of twelve (12) months and c) final cessation.

4. In case of imposition within two years of two disciplinary penalties of reprimand and / or fine on a member of the AEPP for the same or different disciplinary misconduct, this member is automatically removed from office, by a certificate of the Minister of Justice, Transparency and Human Rights.

5. The penalty of permanent cessation may be imposed only in the following cases:

(a) if the disciplinary misconduct is at the same time a criminal offense;

(b) if the member acquired or sought to obtain a financial benefit or consideration for the benefit of the same or a third person in the performance of his duties or on the occasion thereof;

(c) whether the obligation of confidentiality and confidentiality has been breached;

d) paragraphs 2 to 5 of Article 349 have been violated;

e) if damage was caused through liability to the detriment of the Greek State or the GNP.

6. Following the initiation of disciplinary proceedings under paragraph 1 of Article 350, the Chairman of the Disciplinary Board shall be obliged to summon the member to a prior hearing and provide written explanations by summons, which shall report the misconduct and shall be served on the member by a bailiff or another public body. The summons shall state the date of the hearing of the member before the Disciplinary Board, which may not be less than ten (10) working days from the date of service of the summons. Prior to the hearing and the provision of written explanations, the member is entitled to be informed of the case file.

7. At the hearing, the member submits his / her written explanations to the Disciplinary Board, provides the necessary clarifications, answers questions and generally facilitates the work of the Disciplinary Board to verify the facts of the case. After the completion of the above procedure, the Disciplinary Board meets on the same day and issues a decision, which either:
instructs the President of the Council to prepare a report of disciplinary misconduct which describes the facts, the disciplinary misconduct according to par. 2 and sets the day and time of the meeting of the Disciplinary Board for the discussion of the case member, if he/she so wishes and with an attorney. The above decision in both cases is served on the member by a bailiff or other public body.

8. In case of disciplinary proceedings by a decision of case b` of sub-paragraph b` of the previous paragraph, on the appointed day of the meeting, the Disciplinary Board may, at its discretion, examine witnesses, and after the oral apology of the prosecuted member or, in case of his non-appearance, after the determination of his legal summons, he immediately issues his decision. The Disciplinary Board may, if it deems it necessary, order the completion of the disciplinary misconduct report and the resumption of the discussion. In this case, the persecuted member is called with a new call, in which a new day and time of discussion is set, which is served, according to the previous paragraph. This performance can be omitted, if the member was present at the first discussion and was notified of the new discussion date. The Disciplinary Board may also postpone the decision once, in order to examine or re-examine witnesses, setting a new date for the hearing. In this case, a summons of the prosecuted member is required only if this was absent. The witnesses come from the care of the interested parties. The non-attendance of witnesses does not hinder the decision.

9. The decision of the Disciplinary Board is specifically reasoned, is written and the minutes of the meetings are kept.

10. The disciplinary procedure is independent and independent of any pending criminal prosecution.

The criminal proceedings do not automatically suspend the disciplinary proceedings, but the Disciplinary Board may order its suspension until the end of the criminal proceedings. Facts, which were established by an irrevocable decision of a criminal court, are taken into account in the disciplinary procedure, but the Disciplinary Board is not prevented from issuing a decision other than the criminal one. In case of an irrevocable conviction of a criminal court for an offense related to violations of the provisions hereof or for an offense that impedes the appointment or dismissal of a civil servant, in accordance with the provisions of the "Code of Civil Servants and Civil Servants", which was ratified by article one of law 3528/2007 (A` 26), a decision of the Disciplinary Council is issued,
The disciplinary misdemeanors of par. 2 are barred after five years from their commission.

Disciplinary misconduct, which is also a criminal offense is not statute-barred before the criminal offense is statute-barred.

The call for a hearing and for written explanations according to par. 6 interrupts the above limitation period. In this case, the total limitation period may not exceed seven (7) years, without prejudice to paragraph b` and the case of the suspension of the disciplinary procedure according to par. one year after the date of publication of the irrevocable decision of the criminal court.


**Article 353**

**Meetings of the Preliminary Appeals Authority**

1. AEPP meets in ten (10) chambers, consisting of each of three members of AEPP. Each step is convened at the invitation of the member acting as President. The summons includes the date, time and the preliminary appeals assigned to it during the procedure provided for in the Rules of Procedure of the GNP of article 355.

When it is a matter of great importance or in order to avoid the risk of issuing contradictory decisions, the GNP meets in an increased composition, as specifically defined in its Rules of Procedure under Article 355.

2. Decisions shall be taken by a majority of the members, acting by open ballot and shall be reasoned.

3. The AEPP also meets in Plenary, on issues included in the agenda, which is drafted by the President of the AEPP.

4. Any other issue concerning the meetings of the GNP is regulated by the Rules of Procedure of article 355 and, additionally, by the provisions of articles 13 to 15 of the Code of Administrative Procedure, which was ratified by article one of law 2690/1999 (A` 45).

**Article 354**

**Organization of the Authority for the Examination of Preliminary Appeals**

AEPP ensures the fulfillment of its purpose and, without prejudice to the responsibilities of its President, as defined in Article 356, decides, in accordance with the specific provisions of Article 355 of the Rules of Procedure, on any matter falling within its competence and on issues of its internal operation, in particular:
(b) ensure the recruitment of all staff and Legal Advisers in accordance with Articles 357 and 358;

c) concludes for the needs of all kinds contracts with third parties, in accordance with the current European and national legislation and with what is defined in the Regulation of Financial Management of par. 2 of article 349;

d) approves the budget, the report and the balance sheet of the GDP, in accordance with the Regulation of Financial Management of par. 2 of article 349.

Article 355
Regulation of Operation of GDP

1. With a presidential decree issued on the proposal of the Minister of Justice, Transparency and Human Rights, the Rules of Procedure of the GNP are approved. Any subsequent amendment to this Regulation requires the opinion of the GNP.

2. The Regulation regulates the specific issues of operation of the GNP and defines in particular the bodies, the manner and the procedure of exercising its responsibilities, the meetings, the mechanism of rotating distribution of cases, the way of decision-making, the obstacles of participation of the members, the assistance of public authorities and corporations, the disciplinary control of staff and any other issue of its operation.

Article 356
Responsibilities of the President of the Authority for the Examination of Preliminary Appeals

The President of AEPP has the responsibility of its operation and exercises all the responsibilities for this purpose. Indicative:

a) represents the GNI in court and out of court, before the courts, any other public authority and third parties. The President of the AEPP may, as the case may be, delegate its representation to another member, to the Legal Adviser of the Authority or to a member of its special scientific staff,
ensures the preparation of the budget, the account and the balance sheet of the GDP, the management of its finances and the allocation of credits, in accordance with the provisions of the Operating and Financial Management Regulations and the current legislation;

d) sets the topics for GNP meetings in plenary;

e) appoints the chairmen of the ranks.

As amended by Par.3 Article 61 LAW 4472/2017 with effect on 19/5/2017
See the evolution of the article

Article 357
Personal Organization of the Authority for the Examination of Judicial Appeals

1. Fifteen (15) regular staff positions of all categories are recommended in AEPP, which are filled with:

a) appointment, in accordance with the provisions of Law 2190/1994 (A'28), following a proclamation of the GNP in which the required formal and substantive qualifications are specified,

b) by transfer of permanent or by private law employment contract of indefinite duration to employees of the State, N.P.D.D, Local Authorities of a` and b` degree or of the wider public sector, as defined by article 51 of n. 1892/1990 (A` 101) and

c) by secondment of permanent or with an employment contract of private law of indefinite duration of employees of the State, N.P.D.D. or other bodies of the wider public sector, as defined by article 51 of law 1892/1990.

The transfers and secondments of case b` and c` are carried out by a joint decision of the Ministers of Justice, Transparency and Human Rights and the competent Minister, as the case may be, and the transferred and seconded must gather the qualifications of a person hired for the respective position. The opinion of the GNP is required for the termination of the secondment. The secondment of an employee may be terminated, on the recommendation of the GNI, if the needs for which the secondment of that employee took place can be met by its staff. Article 23 of Law 4354/2015 applies to the remuneration of staff placed on secondment.
transfers or secondments of personnel from the bodies of case a` and b` of paragraph 1 of article 51 of V. 1892/1990. The transfers of the said personnel are made, after an announcement, in which the formal and substantive qualifications required in each case are specified. The secondments to fill these positions by the same bodies are three years. The transfers and secondments of the previous paragraphs are carried out in derogation of any contrary general or special provision by a joint decision of the Minister of Justice, Transparency and Human Rights and the competent Minister, as the case may be,

The transfers of the said personnel are made, after an announcement, in which the formal and substantive qualifications required in each case are specified. The secondments to fill these positions by the same bodies are three years. The transfers and secondments of the previous paragraphs are carried out in derogation of any contrary general or special provision by a joint decision of the Minister of Justice, Transparency and Human Rights and the competent Minister, as the case may be,

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The remuneration provided for in the provisions in force shall be paid to such staff. The transferred staff maintains the same employment relationship, fills respective vacancies and continues to be insured with the same main and auxiliary insurance bodies. The total length of service of the seconded and transferred staff spent in the institutions of origin and the time recognized as length of service are considered as actual service time in the GNP for the issues of grading and salary development and for any other consequence.

Exceptions and transfers made exceptionally to meet the immediate needs of GDP during the first two (2) years of its formation are excluded, for the same period, from the procedures, terms and conditions imposed by the provisions of Law 4440/2016 (AD 224), as in force

As amended by Par.2 Article 43 LAW 4487/2017 with effect on 9/8/2017

See the evolution of the paragraph

2. Thirty (30) positions of special scientific staff of article 2 of p.d. are recommended in AEPP. 50/2001 (A` 39) with an employment relationship under private law for an indefinite period of time or a regular employee. The specialties and the number of positions per specialty of the special scientific staff of the previous paragraph are determined by the Organization of the GDP of par. 5. The exercise of duties of a special scientist of the GDP is incompatible and implies suspension of the exercise of the relevant liberal profession or function. Violation of this obligation is an important reason for termination of their employment by GDP.

In the positions of the previous paragraph, scientists with at least three years of experience in the field of public procurement are hired, in accordance with the provisions of Law 2190/1994, following a proclamation of the GNP, in which the required formal and substantive qualifications are specified, according to the provisions of article 2 of p.d. 50/2001.
secondment of three-year employees who hold the same formal and substantive qualifications from bodies of paragraph 1 of article 51 of V. 1892/1990 (A’ 101). The secondments and transfers of the previous paragraph are carried out, by way of derogation of any contrary general or special provision, by a joint decision of the Minister of Justice, Transparency and Human Rights and the competent Minister, as the case may be, without requiring the procedure of article 68 paragraph 1 of the law. 4002/2011 The seconded personnel who occupy positions of special scientific staff receive their salaries, according to article 23 of law 4354/2015.

Exceptions and transfers made exceptionally to meet the immediate needs of GDP during the first two (2) years of its formation are excluded, for the same period, from the procedures, terms and conditions imposed by the provisions of Law 4440/2016 (AD 224), as in force

As amended by Par.2 Article 43 LAW 4487/2017 with effect on 9/8/2017
See the evolution of the paragraph

3. Paragraphs 2, 3, 5 and 6 of article 4 of law 3051/2002, are also applied to the Personnel of AEPP.

4. The position of General Manager, full and exclusive employment, with a five-year term, which can be renewed once by a decision of the GDP, is recommended in the GDP. The term of office of the Director-General may be terminated before the end of his term of office for reasons of weakness or misconduct, by an act of the President, issued following a specially reasoned decision of the GNI.

The Organization of the GNP of par. 5 of this article determines the responsibilities, the qualifications and the way of selection of the General Manager, as well as any other issue related to the above.

5. By presidential decree, issued following a proposal of the Ministers of Interior and Administrative Reconstruction and Justice, Transparency and Human Rights, an AEPP Organization is issued, which defines, in addition to the issues of sub-paragraph b) of par. 2, the organization, the structure of the organizational units of GDP in Directorates, departments and offices, their responsibilities and the way of hiring or selecting directors and heads of departments and offices, the qualifications of the staff, the number of staff positions, their distribution in branches and specialties, the establishment of new staff positions and any other relevant issues. Following the issuance of the above presidential decree, any amendment to it requires the prior opinion of the GNP.
Five (5) positions of Legal Advisers are recommended, in which lawyers are hired for a fixed fee by the Supreme Court, who have at least ten years of experience and specialization in the field of public procurement law, according to the provisions of article 43 of law 4194/2013 (AD 208), and of article 9 par. 10 case c’ of law 4354/2015, following an invitation for expression of interest, issued by the AEPP in which the special qualifications are determined and the way of their proof for the occupation of the specific position. For the determination of the salaries of the Legal Advisers, par. 10 of article 9 of 4354/2015.

Legal Advisers are full-time and exclusive and can not take on cases from anyone else. Violation of this obligation constitutes a reason for termination of the salaried mandate of the GDP.

As amended by Par.2 Article 53 LAW 4509/2017 with effect on 22/12/2017
See the evolution of the paragraph

2. The Organization of the GNP of par. 5 of article 357 regulates the issues of organization and operation of the Legal Service.

Article 359
Activity report

In the first quarter of each year, AEPP prepares a report on the work done to the Ministers of Economy, Development and Tourism and Justice, Transparency and Human Rights, which is notified to the Single Independent Public Procurement Authority, where, among other things, it submits proposals for improving legislative and in particular the pre-trial review procedure. A detailed list of contracting authorities that do not comply with its decisions is attached to this report. This report, once notified, is posted on the GNP website.

SECTION II
APPEAL AGAINST THE PRINCIPLE OF PRELIMINARY APPEALS

PART A
PRELIMINARY APPEAL AGAINST ACTS PUBLISHED BEFORE CONCLUDING THE CONTRACT

Article 360
Right of appeal
Any interested person who has or had an interest in being awarded a specific contract under this law and who has or has suffered or may have suffered damage from an enforceable act or omission of the contracting authority in breach of European Union law or national law shall be obliged to: before the submission of the legal remedies provided for in Title 3, to file a preliminary appeal before the AEPP against the relevant act or omission of the contracting authority.

2. The bringing of a preliminary ruling shall be a condition for the exercise of the legal remedies provided for in Title 3 against enforcement actions or omissions of the contracting authorities.

3. No other administrative action may be brought against the executing acts or omissions of the contracting authority during the procedure for the award of public contracts other than the preliminary appeal referred to in paragraph 1.

**Article 361**

**Deadline for filing an appeal**

1. In the event of an appeal against an act of the contracting authority, the time limit for bringing an action is:

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

   (b) fifteen (15) days from the notification of the contested transaction to the economic operator concerned, if other means of communication were used, otherwise;

   (c) ten (10) days from the full, actual or presumed knowledge of the transaction that harms the interests of the economic operator concerned. Especially for the exercise of an appeal against a notice, the full knowledge of this is presumed after the lapse of fifteen (15) days from the publication in KIMDIS.

2. In case of omission, the deadline for filing a preliminary appeal is fifteen (15) days from the day following the effect of the contested omission.

**Article 362**

**Exercise of appeal Exercise of intervention**

1. The reference for a preliminary ruling shall be lodged electronically on the website of the competition. In case the tender procedure is not carried out through ESIDIS, the preliminary appeal is filed with the AEPP. The preliminary appeal contains the legal and factual objections that justify its request.
The Regulation on the Examination of Judicial Appeals of par. 7 of article 365 may provide that the appeal must be submitted with the use of a standard form which will be submitted according to the more specific provisions of par. 1.

3. Any interested party, whose interests are affected, is entitled to exercise, within an exclusive period of ten (10) days from the notification to him of the appeal, in accordance with paragraph I of Article 365, an intervention before the GNP, in accordance with paragraph 1. and according to the more specific provisions of the Rules of Examination of Preliminary Appeals, in order to maintain the validity of the contested act, by presenting all the critical documents at its disposal.

4. A preliminary appeal may not be lodged against a decision of the GNI, which accepts in whole or in part the appeal of another person.

Article 363
Payment

1. For the admissibility of the exercise of the preliminary appeal, a fee is submitted by the applicant in favor of the State, the amount of which amounts to 0.50 percent (0.50%) of the budgeted value (excluding VAT) of relevant contract. The amount of the fee may not be less than six hundred (600) euros nor more than fifteen thousand (15,000) euros. If the contract documents do not show its budgeted value, for the admissibility of the preliminary appeal, a fee of six hundred (600) euros is submitted.

2. If the relevant contract documents provide the possibility of submitting a tender for part or parts of the contract, the amount of the fee shall be calculated on the value of the part or parts of the contract in respect of which the preliminary appeal is brought.

3. The amount of the percentage and the upper and lower limits of the amount of the fee may be adjusted by presidential decree, following a proposal by the Ministers of Finance and Justice, Transparency and Human Rights.

4. The Regulation on the Examination of Judicial Appeals of par. 7 of article 365 defines the manner and time of deposit and collection of the fee and the way of proving its collection.

5. The fee of this article is returned to the applicant in case of full or partial acceptance of his appeal. It is also reimbursed to the applicant in the event that the
**Article 364**

**Inhibitory effect**

As amended by Par.41 Article 43 LAW 4605/2019 with effect on 1/4/2019

See the evolution of the article

1. **The** time limit for bringing an action for a preliminary ruling and its exercise shall preclude the conclusion of the contract on penalty of invalidity, which is established by a decision of the GNI after an appeal, in accordance with Article 368. In other respects, the appeal does not impede the progress of the tender procedure, without prejudice to paragraphs 1 and 2 of Article 366.

As added with Par.41 Article 43 LAW 4605/2019 with effect on 1/4/2019

See the evolution of the paragraph

2. Paragraph 1 shall not apply in the following cases:

(a) where no prior publication of a notice is required;  

b) if only one (1) bid has been submitted and there are no interested candidates and  

c) in the case of an executive contract for a framework agreement in accordance with Article 39, or for a contract concluded under a Dynamic Purchasing System in accordance with Articles 33 and 270.

As added with Par.41 Article 43 LAW 4605/2019 with effect on 1/4/2019

See the evolution of the paragraph

**Article 365**

**Procedure for examining the appeal**

1. In cases where the appeal is lodged electronically on the website of the competition, in accordance with the first subparagraph of paragraph 1 of Article 362, the contracting authority, in accordance with the more specific provisions of the Rules of Procedure: (a) notifies the appeal within five (5) days to any interested third party who may be affected by the acceptance of the appeal, in order to exercise his right to intervene in the appeal proceedings, in accordance with paragraph 3 of Article 362, and (b) forward to the GNP, no later than ten (10) days from the day of filing, the complete file of the case, its views on the appeal and the proof of notification of case ai of paragraph 1, to the interested third parties.
In cases where the preliminary appeal is filed with the GNP, in accordance with the second subparagraph of paragraph 1 of Article 362, the GNP shall register the appeal on the same day. No later than the next business day following the registration, the GNP, in accordance with the more specific provisions of the Rules of Procedure for Preliminary Appeals, notifies the appeal to the contracting authority and invites it: (a) to notify the appeal within five (5) days in each an interested third party who may be affected by the acceptance of the appeal, in order to exercise its right to intervene in the appeal proceedings, in accordance with Article 362 (3), and days from the date of notification, the complete case file, its views on the appeal and the evidence of notification of indent a) of paragraph 1 to the interested third parties. The contracting authority may, in its views, state the initial or supplementary reasons for the act challenged in the reference for a preliminary ruling.

Failure to notify a third party concerned in accordance with the preceding paragraphs and failure to transmit to the GNI the case file and the views of the contracting authority shall constitute a special disciplinary offense by the officials responsible for such actions.

In case of additional reasoning on the contested act, it is submitted up to ten (10) days before the hearing of the appeal and is notified to the applicant on the same day through the ESIDIS platform or if this is not possible by any appropriate means. Memoranda on the views and the additional reasoning of the Contracting Authority are submitted through the ESIDIS platform up to five (5) days before the discussion of the appeal.

As amended by Par.42 Article 43 LAW 4605/2019 with effect on 1/4/2019
See the evolution of the paragraph

2. In the event that the dossier is not sent by the contracting authority, in accordance with indent b of the preceding paragraph, the GNI may infer a presumption of confession of the contracting authority on the basis of the applicant's allegations. The same presumption can be considered to be true even if the information submitted by the contracting authority is, in the judgment of GDP, incomplete and insufficient to verify the merits of the objections raised.

3. The GNI, if it considers that the failure to send the information referred to in paragraph 1 or its delayed sending is unjustified, and makes it particularly difficult to provide substantive pre-trial protection, ex officio impose a financial penalty on the contracting authority. The amount of this sanction may amount from one hundred (100) to five hundred (500) euros, depending on the circumstances and the severity of the violation, and is paid once for each stage of the award process and is
4. The day and time of the examination of the appeal, which may not be more than forty (40) days from the date of filing the appeal, shall be determined by an act of the presiding judge. This act shall be notified no later than ten (10) days before the examination of the appeal to the applicant, to the contracting authority against which the appeal is filed and to those who have intervened.

As amended by Par.5 Article 49 LAW 4456/2017 with effect on 1/3/2017
See the evolution of the paragraph

5. No later than twenty (20) days from the filing of the appeal, the AEPP checks the compliance of the contracting authority with par. 1 (a). If it finds that the contracting authority has not fulfilled the obligation of par. 1 (a), the notification is made with the care of the GDP, so that the interested parties can intervene, according to par. 3 of article 362.


7. By presidential decree, issued on the proposal of the Minister of Justice, Transparency and Human Rights, a "Regulation on the Examination of Preliminary Appeals" is issued before the AEPP, which regulates every issue concerning its operation and in particular the procedure before it, in which include the specific deadlines not regulated in this law, the specific rules for convening GDP, the appointment and duties of rapporteurs and secretaries, the manner and procedural and technical matters relating to the exercise of appeals and interventions, the formation of a physical and electronic file, as well as the specific rules for conducting the procedure before the GDP and making decisions by it, and any other relevant issue.

As amended by Par.6 Article 49 LAW 4456/2017 with effect on 1/3/2017
See the evolution of the paragraph

8. The deadlines in this article are exclusive.

Article 366
Interim measures
The GNI may, at the request of the applicant or on its own initiative and after a summons from the contracting authority three (3) days ago, issue an act suspending the execution of the contested act and determine the appropriate measures until the appeal is decided and, nevertheless, not beyond the deadline set in paragraph 1 of Article 367 for the adoption of its decision.

2. The decision referred to in the preceding paragraph may provide for interim measures to remedy the alleged infringement or to prevent damage to the interests affected, including measures suspending the public procurement process or the execution of any decision taken by the contracting authority.

3. The GNI may decide not to grant the interim measures referred to in the preceding paragraph if it considers that, after weighing all the interests that may be harmed, as well as the public interest, the potential negative consequences of the provision of the interim measures are more than the benefits. The decision not to grant interim measures shall be without prejudice to the other claims made by the person requesting the measures in question.

Article 367
Decision making process consequences of GNI decisions

1. The GNP shall give a reasoned decision on the merits of the factual and legal pleas in law relied on by the contracting authority and, in the event of intervention, the intervener's claims and shall accept (in whole or in part) is issued within an exclusive period of twenty (20) days from the day of examination of the appeal.

2. Upon acceptance of an action against an act, the contested act shall be annulled in whole or in part, while upon acceptance of an appeal against an omission, the omission shall be annulled and the case shall be referred back to the contracting authority for action to be taken.

3. Contracting authorities are required to comply with GNP decisions.

4. The decisions of the GNP are subject exclusively to the legal remedies provided for in Title 3 of this Book.

5. Η Α.Ε.Π.Π. deals exclusively with matters raised by the appeal and may not, by the way, check the terms of the declaration or matters relating to the conduct of the proceedings.

As added with Par.43 Article 43 LAW 4605/2019 with effect on 1/4/2019
See the evolution of the paragraph

PART B
Article 368
Declaration of invalidity of the contract

Without prejudice to Article 370 and Article 371 (2), the GNP shall decide to declare a contract void if it finds that:

(a) the contracting authority has awarded the contract without prior publication of a contract notice in the Official Journal of the European Union, in cases where this is required, in breach of European and national public procurement rules; or

(b) if the obligation to suspend the contract has not been complied with in accordance with Article 364`; or

(c) in the event of a framework agreement and the implementation of a dynamic purchasing system where the obligations arising from either indents (a) and (b) of paragraph 2, indent (a) of paragraph 4, paragraphs 5 and 6 of Article 33 and paragraph 5 of Article 39 or from indents a` and b` of paragraph 2, indent a` of paragraph 4 and, paragraphs 5 and 6 of Article 270, as the case may be.

As amended by Par.44 Article 43 LAW 4605/2019 with effect on 1/4/2019
See the evolution of the article

Article 369
Declaration of invalidity Procedure

1. The AEPP decides to declare the contract invalid, in accordance with article 368 after a preliminary appeal of an interested economic entity which is exercised within the deadlines of par. 2 of this article. Articles 360, 362, 363 and 365 shall apply mutatis mutandis in this case.

2. The appeal is filed within a period of thirty (30) days, from the day following the publication of the decision according to articles 64, 65, 66, 122 or 294, 295, 296, as the case may be, if the publication includes a reason for concluding the contract without publication of a notice or the day after informing the interested parties in another way. This information must include the information contained in paragraph 2 of Article 70 or paragraph 2 of Article 300, respectively. The appeal can in no case be filed after the lapse of six (6) months from the day after the conclusion of the contract.

3. The appeal procedure of paragraph 1 shall not apply, in case of concluding a framework agreement and application of a dynamic purchasing system, when the
obligations arising from either cases a` and b` of par. 2, case a` of par. 4, paragraphs 5 and 6 of article 33 and par. 5 of article 39 or from cases a` and b` of par. 2, case a` of par. 4, paragraphs 5 and 6 of article 270 and par. 2 of Article 273, as the case may be, if the contracting authority has sent the award decision together with a summary report of the grounds of paragraph 2 of Article 70 or paragraph 2 of Article 300, respectively, to the tenderers concerned, indicating the deadlines for suspension of contract of the contract and apply at least a ten-day period for suspension of the contract, from the day following the proven receipt of the decision by the bidders concerned.

4. The filing of an appeal under this article shall suspend the performance of the contract until a GNP decision is issued, unless a request for temporary protection of the contracting authority is made, which is exercised in accordance with Article 366.

**Article 370**

Possibility of not declaring the contract invalid. Imperative grounds of public interest Alternative sanctions

1. AEPP may not declare a contract which has been awarded unlawfully for the reasons set out in Article 368 invalid if it finds that overriding reasons in the public interest require that the effects of the contract be maintained.

2. Financial interests directly linked to the contract shall not constitute an overriding reason in the public interest. Such interests include, but are not limited to, costs incurred in delaying the performance of the contract, costs due to the initiation of a new tender procedure, costs due to a change in the economic operator performing the contract and costs of legal obligations due to the contract being declared inactive. The existence of financial interests to maintain the results of a contract is considered as an imperative reason since in exceptional circumstances invalidity would lead to disproportionate consequences.

3. If the GNP decides, in accordance with paragraph 1, not to declare a contract which has been entered into unlawfully for the reasons set out in Article 368, it shall impose a fine on the contracting authority, the amount of which shall be determined in the relevant decision. AEPP has the discretion to determine the amount of the fine taking into account the gravity of the infringement, the conduct of the contracting authority and the duration of the contract. The amount of the fine may not exceed 10% of the value of the contract, excluding VAT. By a special decision of the GDP, the fine falls on the applicant.

**Article 371**

Consequences of a declaration of invalidity of the contract
1. If the GNP declares a contract invalid, in accordance with Article 368, the invalidity has retroactive effect without prejudice to the application of par. 2. The claims of the parties are governed by the provisions on unjust enrichment and the relevant disputes are adjudicated by the competent court, in accordance with the general provisions. If the contractor knew or should have known the invalidity of the contract, no claim is made against the Management, according to the provisions on unjust enrichment or this claim is only partially satisfied.

2. The GNI, assessing the stage of performance of the contract, the gravity of the infringement and the conduct of the contracting authority, may declare only the unenforceable part of the contract void. In this case, the GNP, taking into account the gravity of the infringement, the behavior of the contracting authority and the duration of the contract imposes a fine on the contracting authority, the amount of which is determined in the relevant decision and may not exceed 10% of the contract value, not including VAT. By a special decision of the GDP, the fine falls on the applicant.

### Title 3
#### Judicial Protection at the Stage Before the Conclusion

**Article 372**

Judicial protection in the field prior to the conclusion of the contract

1. Whoever has a legal interest can request the suspension of the execution of the decision of the AEPP and its annulment before the Administrative Court of Appeal of the seat of the contracting authority, with a three-member composition, which decides irrevocably. The contracting authority has the right to exercise the same legal remedies if the AEPP accepts the preliminary appeal. With the appeal remedies of the application for suspension and the application for annulment, all acts or omissions of the contracting authority related to the above decision are considered as co-contested with the decision of AEPP, if they have been issued or executed respectively until the discussion of the application for suspension or the first discussion of the application for cancellation. Without prejudice to the provisions of this law, for the adjudication of these disputes the provisions of p.d. 18/1989 (A`8).

2. Requests for suspension of this law are heard by the President of the Appellate Court of the relevant Administrative Court of Appeal or by the Appellate Court appointed by him. In case of special importance of the case, the above President or the Appellate can submit the application to a three-member council of the court, which is chaired by the President of the Appellate and the Appellate Rapporteur participates.
services, public contracts which are implemented as Public-Private Partnerships (PPPs), in accordance with 3389/2005 (Α’ 232), public procurement that fall within the scope of Directive 2014/25 / EU, are adjudicated by the Council of State. Similarly, disputes arising from the award of public contracts falling within the scope of Directive 2014/24 / EU with a budget of more than fifteen million (15,000,000) euros, including VAT, are adjudicated by the Council of State.

4. The exercise of the application for suspension does not depend on the previous exercise of the application for cancellation.

The application for suspension shall be submitted to the competent court within ten (10) days from the notification or full knowledge of the decision on the preliminary appeal and shall be discussed no later than thirty (30) days from its submission.

A fee of 0.1% of the budgeted value, including VAT, which may not be less than five hundred (500) euros and more than five thousand, shall be paid for the application for suspension. 1/2 of the amount of the fee is paid upon filing the application and if the application is rejected the absentee is ordered to pay the remaining 1/2 by court decision.

For the collection of the fee, a duplicate collection is issued exclusively by the Public Financial Services, in favor of the Fund for the Financing of Court Buildings (TAXDIK) and in favor of the State, at a rate of 60% and 40% of the total amount, respectively, which is divided into two respectively K.A.E. In case of full or partial acceptance of the request for suspension, the court orders its return to the applicant. For the rest, article 36 of p.d. 18/1989.

With the submission of the application for suspension, the deadline for filing the application for annulment is interrupted and begins from the service of the relevant decision.

The party who obtained the suspension of the execution of the contested act in his favor, must within ten (10) days from the service of this decision, file the application for annulment, otherwise the validity of the suspension is automatically revoked. The defendant for the adjudication of the application for annulment must not be more than three months away from the filing of the petition.

By way of derogation from the provisions of par. 6 of article 52 of p.d. 18/1989 (AD 8), the request for suspension is accepted if the violation of a rule of European Union law or of domestic law is seriously suspected and the suspension is necessary in order to remove the adverse effects of the violation or to prevent the
reasons of general public interest, it is considered that the negative consequences of acceptance will be more serious than the applicant's benefit.

The decision on the suspension is issued within twenty (20) days from the hearing of the application. The operative part of these decisions, signed by the President, the members and the Secretary, must be issued within seven (7) days from the hearing of the application or if a deadline has been granted to the parties for their legalization or for the submission of a memorandum by expiry of this period. The deadline for the parties may not, however, exceed three (3) days from the hearing.

An application for suspension shall preclude the conclusion of the contract, unless the competent judge decides otherwise by an interim injunction.

As amended by Par.45 Article 43 LAW 4605/2019 with effect on 1/4/2019
See the evolution of the paragraph

5. If the application for suspension is accepted, the body which issued the act whose execution is suspended by the decision may comply with the operative part or the general content of the decision and revoke or amend accordingly the act which caused the difference. In this case, for the main appeal that was exercised, par. 2 of article 32 of p.d. 18/1989.

6. If the interested party did not file or unsuccessfully filed the request for suspension and the contract was signed and its execution was completed before the discussion of the request for cancellation, par. 2 of article 32 of p.d. 18/1989.

7. If the court annuls an act or omission of the contracting authority after the conclusion of the relevant contract, the latter shall not be affected, unless prior to its conclusion the contract was suspended by a decision of the GNI or by a decision on a request for suspension or temporary order. In this case, the interested party is entitled to claim compensation, in accordance with the provisions of Article 373.

Article 373
Claim for compensation

1. A person who has been excluded from participating in or concluding a procurement procedure in breach of a rule of European Union or domestic law shall be entitled to claim compensation from the contracting authority, in accordance with the provisions of Articles 197 and 198 of the Civil Code. If the interested party proves that he would have been awarded the contract, if the violation had not occurred, then he is entitled to compensation according to the general provisions. Any provision excluding or limiting this claim shall not apply.
The award of damages requires the prior annulment of the illegal act or omission by the GDP or the competent court, according to the previous article. This condition is not required in the case of article 370, par. 2 of article 371 and par. 7 of article 372 or when, in general, the court declaration of invalidity is not possible for reasons not related to omissions of the interested party.

**TITLE 4**
**COOPERATION BETWEEN THE GREEK AUTHORITIES AND THE EUROPEAN COMMISSION**

**Article 374**
**Cooperation of the Greek authorities with the European Commission**

1. When the European Commission, considering that a serious breach of the provisions of European Union law governing the procurement procedure of this law has been committed, requests its removal, the service of the competent Ministry which received the notification shall transmit within twenty one (21) days in the European Commission the following data:

   (a) a certificate that the infringement has been rectified; or

   (b) a reasoned reply explaining why no corrective action has been taken; or

   (c) notification that the procedure for the conclusion of the contract in question has been suspended either on the initiative of the contracting authority or following an appeal before the GNP in accordance with the provisions of Article 364 or by a decision of the Council of State on a request for suspension in accordance with Article 372.

2. The contracting authority is obliged within ten (10) days from the time it is requested by the service of the Ministry that is competent to provide the information of the previous paragraph to send to it any information related to the possible violation.

3. If, according to par. 1b, the European Commission is notified that no corrective action has been taken due to a pending legal appeal, the service of the competent Ministry shall inform the European Commission of the outcome of the trial, when this becomes known.

4. If, in accordance with paragraph 1c, it is notified that a suspension has been granted, the service of the competent Ministry shall notify the European Commission of the revocation of the suspension or the commencement of a new procurement procedure related in whole or in part to the previous procedure. This
The services of the competent Ministries shall transmit to the European Commission on 1 May each year information on remedies for the provision of judicial protection under this law. Contracting authorities must forward to the competent Ministry the information required to inform the European Commission, which shall be determined by the European Commission in consultation with the Advisory Committee on Public Procurement.

6. Competent Ministry, within the meaning of this article, means the Ministry of Infrastructure, Transport and Networks for public works contracts, and the Ministry of Development, Competitiveness and Shipping for public procurement and service contracts.

BOOK V
FINAL PROVISIONS

Article 375
Modified provisions

1. In article 50 of law 4339/2015 (Α' 133), paragraph 3 is replaced as follows:

"The financial management is done, according to the present law and the Regulation of Financial Management of E.K.O.M.E.

2. In article 130 of law 4270/2014 (Α' 143), the second paragraph is replaced as follows:

"Especially for the supply and service contracts related to technical assistance actions of the co-financed programs of the NSRF and the EEA or other Union or international programs and / or funds, the above amount is set at ten thousand (10,000) euros. The above amounts may be amended by decision of the Minister of Finance."

3. Par. 3 of article 14 of law 4173/2013 (Α 169), as replaced by article 11 of law 4324/2015 (Α' 44), is replaced as follows:

«3. The terms and procedures of program procurement, purchase of real estate, rental of real estate, leases and any other indebted or real right on real estate of ERT. SA determined by regulations, drawn up by the Chief Executive Officer and approved by the Board of Directors."
In article 5 of law 4155/2013 (A` 120) the phrase "Department of Planning and Elements of the Procurement Policy Directorate of the General Procurement Directorate of the General Secretariat of Commerce" is replaced by the phrase "Development and Technical Support Directorate of the General Assembly. Η.Δ.Η.Σ. of the General Secretariat for Trade and Consumer Protection ".

5. Articles 8 and 26 of Law 4115/2013 (A` 24), are replaced as follows:

"Article 8

Financial Management Regulation of INEDIVIM

By joint decision of the Minister of Education, Research and Religions and the co-competent Ministers, as the case may be, issued following an act of the Board of Directors of INEDIVIM, given within thirty days of its entry into force and published in the Government Gazette. This regulation regulates in particular the terms and procedures for the purchase of immovable property, the granting of the use of immovable property, the leasing of immovable property, the leasing and, in general, the transfer or acquisition of any other indebted or real right, except for the sale of exchanges and exchanges of immovable property."

"Article 26

Financial Management Regulation Ε.Ο.Π.Π.Ε.Π.

By decision of the Minister of Education, Research and Religions issued following a proposal of the Board of Directors of E.OP.P.E.P. and is published in the Government Gazette, the Financial Management Regulation is determined, which regulates in particular the terms and procedures of purchase of real estate, concessions of use of real estate, leases of real estate, leases and generally transfer or acquisition of any other obligatory or real right."

6. In case a` of par. 3 of article 16 of law 4019/2011 (A` 216) is added after point θθ`, point iii as follows:

"li) One (1) representative of the Authority with his deputy, without the right to vote".

7. The seventh paragraph of par. 3 of article 4 of law 4013/2011 (A` 204) is replaced as follows:

"In order to cover the operational needs of the Authority in the contracts subject to this law, amounting to or equal to two thousand five hundred (2,500) euros and regardless of the source of funding, which are concluded after its entry into force, a
At the end of cases 6a, 14, 15 and 16 of par. 4 of article 2 of law 3861/2010 (Α΄ 112), new paragraphs are added as follows:

"From the obligation of primary posting are excluded the documents and data of public contracts that are obligatorily registered in the Central Electronic Register of Public Procurement (KIMDIS) of article 11 of law 4013/2011. These data are automatically drawn from KIMDIS ".

9. In article 3 of law 3861/2010, a new par. 6 is added as follows:

«6. The documents and data of public contracts that are obligatorily registered in the Central Electronic Register of Public Procurement (KIMDIS) of article 11 of law 4013/2011 are excluded from the obligation of primary posting. These data are automatically drawn from KIMDIS ".

10. The last paragraph of par. 4 of article 8 of V. 3310/2005 (Α 30), is replaced as follows:

"The declaration of inadmissibility is made by the contracting authority during the stage of checking the supporting documents of the temporary contractor."

11. Article 24 of Law 3016/2002 (Α 110) is replaced as follows:

"Article 24

Leases

Regulations drawn up by the Board of Directors of the company and approved by the General Meeting and published in the Government Gazette, determine the terms and procedures for the purchase of real estate, lease of real estate leases and general concession of use of real estate and any other liability or property rights. sales of immovable property by way of derogation from any provision of law or regulation. "

12. Paragraph 1 of Article 20 of Law 2636/1998 (Α` 198), is replaced as follows:

"Article 20

Leases and sales
1. Regulations drawn up by the board of directors of the company and approved by a decision of the Minister of Development published in the Government Gazette, determine the terms and procedures for the purchase of real estate, exchanges and sales of movable and immovable property and leases of real estate, leases and general concessions, use and any other liability or real right in assets of E.O.T. and the company."

13. The sub-case Δί, of case c` of par. 2 of article 10 of law 2525/1997 (Α`188) is replaced as follows:

«ΙΙΙ. Regulation on financial management, control and other matters of logistics."

14. Case a` of par. 4, of article 7 of law 2244/1994 (A 168), is replaced as follows:

«4. a) Presidential decrees, issued on the proposal of the Minister of Industry, Energy and Technology, regulate issues, conditions and procedures regarding:

aa) with the implementation and management of programs of the Ministry of Industry, Energy and Technology or their departments,

bb) by financing projects, studies and services provided for in the above programs or sections or required for their support; and

(cc) the inclusion of public and private sector projects in the above programs or their sections and their financing."

15. Paragraph 6 of Article 94 of Law 2127/1993 (Α` 48) is replaced as follows:

«6. With a financial management regulation prepared by the Board. of ELOG, is approved by a joint decision of the Ministers of Finance and Agriculture and is published in the Government Gazette, determines the manner of financial management of ELOG, its accounting system and expenses and their control."

16. Paragraphs 1 and 3 of Article 21 of Law 1845/1989 (Α` 102) are replaced as follows:

"Article 21

Staff regulations Regulation Financial management regulations

1. Within one year from the entry into force of this law, the BoD of ΕΘ.Ι.ΑΓ.Ε. prepares the regulations of personnel status and financial management of ETH.IAGE. and submits them to the Minister of Agriculture for approval and publication in the Government Gazette. [...]
3. A presidential decree, issued on the proposal of the Minister of Interior, regulates the nature of institutions and other legal entities of public and private law of non-profit character, which may be recommended by the Prefectures, purpose, administration, the election and appointment of bodies, their responsibilities and functions, resources, property, organization and supervision, staff, financial management and administration, regulations, donations and donors' relations with the institution, legacies, legacies, their abolition, and any other necessary details.

"Article 76
(Article 21 par. 7, 8, 9, 10, 11 and 17 of Law 2218/1994) Pure Prefectural Enterprises

5. A presidential decree, issued on the proposal of the Minister of Interior, regulates the administration of the pure prefectural or inter-prefectural enterprises of the Prefectures, the bodies of these enterprises, their responsibilities and operation, their election and appointment, financial management, management and control, cash service, depreciation, organization and supervision, regulations, staff, revenue allocation, settlement and liquidation, as well as any necessary details. The provisions of p.d. 520/1988 (A`236) are applied accordingly to the pure enterprises of NA ".

18 . Article 1 of the joint decision 191038/2003 (B`1088) of the Ministers of Interior, Public Administration and Decentralization of National Education and Religions of Labor and Social Insurance, is replaced as follows?

"Article 1
Subject of the Regulation

The Regulation determines the manner in which:
Paragraph 1 of Article 41 of Joint Decision 58192/2000 (B 61) of the Ministers for Finance, Development and Agriculture is replaced by the following:

"Article 41

Leases Real estate leases

1. The leases or leases of real estate for the needs of OPEKEPE, are made by decision of the Board of OPEKEPE, after a tender, in accordance with the provisions of this Regulation, regarding the procedure of announcement, publication, receipt of offers, judgment and assignment, contract, etc."

Paragraph 1 of Article 41 of Joint Decision 31/1999 (B 2302) of the Minister of Agriculture and the Deputy Minister of Development is replaced by the following:

"Article 41

Real estate leases

1. The leases of real estate for the needs of EL.GA., are made by decision of the Board of EL.GA., after a tender, in accordance with the provisions of this Regulation, regarding the procedure of announcement, publication, receipt of offers, judgment and assignment, contract, etc."

Paragraph 1 of Article 39 of Decision 16151/1994 (B` 511) of the Minister of Agriculture is replaced as follows:

"Article 39

Leases Real estate leases

1. The leases or leases of real estate for the needs of EL.GA. are made by decision of the Board of EL.GA. after a tender, in accordance with the provisions of this Regulation, as regards the procedure for the announcement, publication, receipt of tenders, judging and award, contract, etc."

Paragraph I of Article 39 of Joint Decision 49/1994 (BD 19) of the Ministers of Finance and Agriculture is replaced by the following:

"Article 39
1. The leases or leases of real estate for the needs of EL.O.G., are made by decision of the Board of EL.O.G. after invitation to tender, in accordance with the provisions of this Regulation, as regards the procedure for tendering, publication, receipt of tenders, award and award, contract, etc.

23. Paragraph 1 of Article 39 of Decision 18259/1990 (B'419) of the Minister of Agriculture is replaced by the following:

"Article 39

Leases Real estate leases

1. The leases of mobile phones for the needs of ETH.IAGE. are made by decision of the Board of ETH.IAGE. after a tender, in accordance with the provisions of this Regulation, regarding the procedure of announcement, publication, receipt of tenders, judging and assignment, contract, etc.

Article 376


1. The provisions of this law shall apply to all public procurement, as well as to all design contests falling within the scope of Book I (Articles 3 to 221), as well as to all design contracts and tenders falling within the scope implementation of Book II (articles 222 to 338), and the commencement of the conclusion procedure which, according to articles 61, 120, 290 and 330 respectively, takes place after the entry into force of this law.

As amended by Article 22 LAW 4441/2016 with effect on 6/12/2016

See the evolution of the paragraph

2. Procedures for concluding contracts of paragraph 1, which have started before the entry into force of this law, are continued and completed, in accordance with the regime in force at the time of their entry, without prejudice to paragraph 8 of Article 379. Exceptionally, the obligation to register data in KIMDIS, according to article 38 is valid from the entry into force of this, according to paragraph 1 of article 379, and for the contracts whose assignment process has started before its entry into force. Contracts of par. 1, which have been concluded before the date of entry into force of this, are executed, according to the regime that was in force at the time of their conclusion. Exceptionally, the obligation to register data in KIMDIS, according to article 38,
The Procurement Committee and the Standing Committees of Experts of par. 6 of article 6 of V. 2286/1995, as well as the Committees of article 3 of the same law continue to function as defined in their establishment decision for the procedures of concluding contracts which have started before the date of commencement of this law and for contracts concluded before the commencement date of this law as defined in paragraph 2 of this article.

4. Until the issuance of the decision of par. 6 of article 38, the publication of the announcements in the Issue of Public Procurement Announcements of the Government Gazette is still valid.

5. Until the issuance of the decision of par. 6 of article 38 as the time of commencement of the contract award procedure of par. 1 of article 120 and of par. 1 of article 300 means the date of publication of the declaration in KIMDIS.

As amended by Par.14 Article 47 LAW 4472/2017 with effect on 19/5/2017
See the evolution of the paragraph

6. Until the issuance of the decision of par. 5 of article 41, the decision of paragraph 4 is issued without the opinion of the collective body of paragraph 5.

7. The committee of paragraph 5 of article 41 also exercises the one provided in article 39 of p.d. 118/2007 advisory competence of the Procurement Policy Planning Committee of article 6 of law 2286/1995 for the procedures of concluding contracts which have started before the date of commencement of this law and for the contracts that have been concluded before the commencement date of this law as defined in paragraph 2 of this article.

8. The provisions of paragraph 3 of article 184 shall also apply to contracts for the elaboration of studies that were concluded, in accordance with Law 3316/2005 (A` 42), before the date of entry into force of this law.

9. The provisions of paragraph 3 of article 186 may also apply to contracts for the preparation of studies or the provision of technical services concluded in accordance with Law 3316/2005.

10. Until the issuance of the decision of case h` of par. 8 of article 221, in which the time of commencement of operation of the Register is determined, the tender committees in the procedures of concluding public contracts of projects, studies and provision of technical and other scientific services, are composed of technical staff of the contracting authority, who have the qualifications of sub-case. (aa) of the case (b) of paragraph 8 of Article 221, in accordance with the provisions in force.
11. Until the entry into force provided for in Article 379 (2), contracting authorities / entities may choose for each communication and exchange of information, between the following means of communication:

(a) electronic means, in accordance with Article 22;

b) post office or other appropriate means;

Y) fax or

d) a combination of the above means.

12. Without prejudice to paragraphs 7 and 8 of Article 379, the procedure provided for in objection of indent f of paragraph 1 of Article 98, sub-indsents aa of indent b`, sub-indent bbb of sub-indent bb of indent b as well as indent c της of paragraph 1 of Article 99 and paragraph 4 of Article 100 shall apply to all contracts in indents a ‘and b` of paragraph 2 of Article 1 below the limits.

Especially for contracts over 60,000 euros without VAT, the amount of the fee in favor of the State, according to article 127 hereof, does not exceed 600 euros.

As amended by Par.3 Article 46 LAW 4447/2016 with effect on 23/12/2016
See the evolution of the paragraph

13. Until the issuance of new standard project and design contract documents referred to in paragraph 5 of Article 53, the existing ones shall continue to apply.

14. Article 175 of Law 4412/2016 also applies to disputes arising from project and design contracts concluded before the entry into force of Law 4412/2016.

As added by Article 23 LAW 4491/2017 with effect on 13/10/2017
See the evolution of the paragraph

15. Objections and requests for treatment that have been brought until 1.11.2017, as well as those for which the deadline for their exercise has not expired on the above date, are governed by the provisions in force at the time of the adoption of the contested act.

As added by Article 23 LAW 4491/2017 with effect on 13/10/2017
See the evolution of the paragraph
Regulations, as well as their empowering provisions, establishing decision-making or advisory bodies on requests for treatment during the execution of public works or studies, are still in force and these bodies henceforth addressed by the objections provided for in Articles 174 and 198.

As added by Article 23 LAW 4491/2017 with effect on 13/10/2017
See the evolution of the paragraph

17. Until the issuance of the certificate provided for in indent c) of paragraph 2 of Article 80 becomes possible, this shall be replaced by a responsible declaration of the economic operator, without requiring a formal declaration of the SEPE regarding the issuance of the certificate.

As added with Par.46 Article 43 LAW 4605/2019 with effect on 1/4/2019
See the evolution of the paragraph

Article 377
Repealed provisions

1. From the entry into force of this law the provisions are repealed:

(1) of case a` of par. 7 of article 24 of law 4386/2016 (A` 83),

(2) ......

(3) of par. 3 of article 41 of law 4356/2015 (A` 181),

(4) of par. 4 of article 50 of law 4339/2015 (A 133),

(5) of par. 10 of article 28, of par. 6 of article 48 and of par. 5 of article 70 of law 4314/2014 (A'265),

(6) of article 47 of law 4276/2014 (A` 155),

(7) of paragraphs 1 to 5 of article 132 and articles 133 and 134 of law 4270/2014 (A` 143),

(8) of par. 3 of article 17 of law 4262/2014 (A` 114),

(9) of article 62 of law 4257/2014 (A` 93),

(10) of par. 2 of article 124 of law 4249/2014 (A 73),

(11) of case d` of par. 2 of article 8 of law 4233/2014 (A` 22),

(12) of article 109 of law 4199/2013 (A` 216),
(14) of case 4 of sub-paragraph D.3 of par. D of article one of law 4152/2013 (A`107),

(15) of par. 10 of article 16 of law 4146/2013 (A`90),

(16) of paragraph d` of par. 2 of article 29 of V. 4111/2013 (A`18),

(17) of par. 3 of article 239 of law 4072/2012 (A`86),

(18) of par. 7 of article 6 of law 4071/2012 (A`85),

(19) of case Iz` of article 12 of V. 4070/2012 (A`82),

(20) of par. 5 of article 43 of law 4049/2012 (A`35),

(21) of par. 3 of article 2 of law 4013/2011 (A`204),

(22) of the third paragraph of par. 7 of article 24 of V. 4002/2011 (A`180),

(23) of article 150 of law 4001/2011 (A`179),

(24) of paragraphs 6 to 8 and 10 of article 1 of V. 3918/2011 (A`31),

(25) of the second paragraph of paragraph 1 of article 5 and par. 6 of article 23 of law 3894/2010 (A`204),

(26) of par. 5 of article 10 and of paragraph 1 of article 30 of law 3889/2010 (A`182),

(27) of Law 3886/2010 (AD 173) without prejudice to paragraph 7 of Article 379

(28) of par. 11 of article 27 of law 3867/2010 (A`128)

(29) ....

(30) of case A`, of par. 1, of the seventh article of law 3839/2010 (A`51),

(31) of Law 3669/2008 (AD 116), except for articles 80 to 110, which remain in force until the issuance of the presidential decree of article 83, paragraphs 4 and 5 of article 20 and paragraph 1 a of Article 176.

In particular, the obligation to publish a summary of the declaration in two daily newspapers, provided for in Article 15 of the above law, is abolished without prejudice to paragraph 10 of Article 379. Especially the obligation to publish a
(2) of par. 1 of article 5 of law 3653/2008 (A` 49),

(33) of paragraphs 1, 2, 13, 14 and 15 of article 25 of law 3614/2007 (A` 267),

(34) of paragraphs 3 and 4 of article seven of law 3607/2007 (A` 45),

(35) of case a` of par. 3 of article 1, of paragraph 1 point A 'and of paragraph 1 point B` of article 3, of par. 3 of article 4 of law 3548/2007 (A` 68) , without prejudice to Article 379 (12),

(36) of cases b` and c` of paragraph 1 of article 6 of law 3489/2006 (A` 205),

(37) of indent s of paragraph 2 of Article 5, indent j of paragraph 1 of Article 6 (ISS issue), paragraph 10 of Article 7, paragraph 5 and sub-paragraph d of paragraph 10 of Article 9 of Law 3469/2006 (A` 131), without prejudice to paragraph 4 of article 376.

(38) of paragraphs 1-3, of the first subparagraph of par. 9, of par. 10 of article 209 of par. 5 of article 223, of the second subparagraph of par. 2 of article 257, of par. 7 of article 265 , of paragraph 1 of article 268 of law 3463/2006 (A` 114),

(39) of par. 3 of article 9 of law 3444/2006 (A` 46),

(40) of Law 3316/2005 (AD 42), except for articles 2A, paragraph 2 of article 11, paragraph 1 of article 42 and articles 39 and 40, which remain in force until the issuance of the presidential decree In particular, the obligation to publish a summary of the notice in a daily newspaper of the capital with pan-Hellenic circulation, provided for in Article 12 of the above law, is abolished without prejudice to paragraph 10 of Article 379. In particular, the obligation to publish a summary of the notice in a daily newspaper of the capital of the prefecture, in which the project is to be constructed, which concerns the study or the service or of the seat of the Region, if in the seat of the law no daily newspaper is published or if the project will be executed in more prefectures, provided for in the same Article, repealed without prejudice to Article 379 (12),

(41) ......

(42) of article 5A of law 3049/2002 (A` 212),

(43) of paragraphs 3 and 33 of article 19 of law 2947/2001 (AD 228),
In particular, the obligation to publish a notice in a two-day widely circulated financial daily newspaper, provided for in Article 4 of the above Presidential Decree, is abolished without prejudice to paragraph 10 of Article 379. In particular, the
(60) of p.d. 60/2007 (A` 64),

(61) of p.d. 59/2007 (A` 63),


(63) of article 17 of p.d. 331/1996 (A` 223),

(64) of par. 4-5 of article 12, of article 100, of subsections b` and c` of paragraph 2 and of paragraphs 8, 10 and 11 of article 101 of p.d. 30/1996 (A`21),

(65) of p.d. 327/1995 (A` 176),

(66) of the second paragraph of article 4, of cases (b) and (c) of article 8, of article 11, of the second paragraph of par. 1, and of par. 2 of article 12 of p.d. 99/1992 (A` 46),

(67) of articles 9, 10, 14, 16, and 17 of p.d. 171/1987 (A` 84),

(68) of p.d. 28/1980 (A • 11). Especially the obligation to publish a summary in a local newspaper, provided in article 11 of p.d. 28/1980, is repealed without prejudice to paragraph 12 of article 379 of this law.

(69) of articles 1-25 of p.d. 363/1979 (A` 114),

(70) of articles 17 to 23 of the decision of the Deputy Minister of Economy, Development and Tourism no. 18709 / ΕΥΣΣΑ413 / 2016 (B` 449), without prejudice to par. 13 of article 379,

(71) of articles 1 -7 of Part B` of decision 51540 / EFSAAP 3628/2010 (B` 1856) of the Deputy Minister of Economy, Competitiveness and Shipping, without prejudice to par. 3 of article 379,

(72) of par. 2 of the decision P1 / 3305/2010 (B` 1789) of the Deputy Minister of Economy, Competitiveness and Shipping,

(73) of the decision 35130/739/2010 (B` 1291) of the Minister of Finance,

(74) of par. 5 of article 38 of the decision 14053 / ΕΥΣ 1749/2008 (B` 540) of the Minister of Economy and Finance, as amended by the decision 5058 / ΕΥΘΥ / 138/2013 (B` 292) of the Minister of Development, Competitiveness, Infrastructure, Transport and Networks,
(3) of the decision with details DMEO / a / oik / 1161/2005 (B` 1064) of the Minister of Environment, Spatial Planning and Public Works, as amended by the decision DMEO / oik / 2614/2011 (B` 1581) of the Minister of Infrastructure and Transport and Networks,

(77) of the decision 9803 / EFA 2294/2003 (B` 1280) of the Minister of Development,

(78) of Article 12 of Joint Decision 191038/2003 (B` 1088) of the Ministers of Interior, Public Administration and Decentralization of National Education and Religions of Labor and Social Security,

(79) of Joint Decision 27319/2002 (B` 945) of the Ministers of Interior, Public Administration and Decentralization of Development,

(80) of Joint Decision 2064/2002 (B` 257) of the Ministers of National Economy and Finance and Development,

(81) of elements b` and c of case C` of par. 4 of article 7 of the joint decision 679/1996 (B` 826) of the Ministers of Finance and National Education and Religions, which was ratified with article 36 of V. 3794/2010 (A` 156),

(82) of the decision no. 11389/1993 (B` 185) of the Minister of Interior. In particular, the obligation to publish a one-time summary in two financial newspapers, provided for in Article 5 of the above decision, is abolished without prejudice to paragraph 10 of Article 379. In particular, the obligation to publish a one-time summary in a local newspaper, provided in Article 5 and Article 23, is repealed without prejudice to paragraph 12 of Article 379 of this Law,

(83) of case iii of par. 3b of Chapter 3 of the decision (meeting 26.9.2013) of the Senate of the Academy of Athens (B` 414/2014).

(84) of articles 134 to 138, 139, 157 and paragraph 5 of article 201 of law 4281/2014 (A` 160).

(85) of case bd of paragraph VII of article 186, of par. 8 of article 194 and of par. 5 of article 196 of law 3852/2010 (AD 87).

86) of article 5 of p.d. 261/1997 (AD 186)

As amended by Par.47 Article 43 LAW 4605/2019 with effect on 1/4/2019
The provisions of the following regulatory acts concerning the award and performance of contracts shall be repealed:

(1) of the decision of the Minister of Environment, Energy and Climate Change 6/2012 (Β` 38) “Approval of the Regulation of works, supply and services contracts of N.P.D.D. Green Fund ”,

(2) of the decision of the Deputy Minister of Environment, Energy and Climate Change D1 C / 25457/2011 (Β` 2695) "Approval of Regulations for the assignment and execution of projects, supplies and services of the National Gas System Operator (DESFA SA),

(3) of the decision of the Deputy Minister of Labor and Social Security Φ1 / 2/6488/40/2010 (Β '1990) "Procurement Regulation IDIKA SA",

(4) of decision 4352/2010 (Β` 1941) of the Board of Directors of O.Λ.Θ. SA "Approval of the Regulation on the Conclusion and Execution of Procurement Contracts, Services, Works, Concessions and Sellings of the company O.Λ.Θ. SA ", except for the provisions concerning the concession of land use (articles 54 to 84) and sales (articles 85 to 90),

(5) of the joint decision of the Ministers of Infrastructure, Transport and Networks of Health and Social Solidarity 17C / 05/108 / ΦΝ439 / 2010 (Β` 1043) ».

(6) of the decision of the Minister of Environment, Energy and Climate Change 18362/2010 (Β '662) "Regulation for the assignment of supplies and services for the conclusion of contracts of" KTIMATOLOGIO SA ",

(7) of the joint decision of the Ministers of Interior Development 56294/2009 (Β` 2015) "Unified Procurement Regulation of KEDKE",

(8) of the decision of the Minister of Transport and Communications Φ 12/22043/2073/2009 (Β` 971) "Approval of the Procurement Regulation of ERGAOSE SA",


(10) of the joint decision of the Ministers of Development, Transport and Communications A / 36033/3237/2008 (Β` 1349) "Approval of the Regulation of Procurement of ETHEL"
works, concessions and sales of the company PPA SA", as amended by the decision 258/2008 of the same body (B` 2647), except provisions on land use concessions (Articles 55 to 74) and divestitures (Articles 75 to 80)

(12) of the decision of the Minister of Transport and Communications Φ32 / ΟΙΚ / 20893/1601/2007 (B` 621) "Regulation on the conclusion and execution of service and design contracts of the company" TRAINOSE SA "

(13) of the decision of the Minister of Transport and Communications Φ32 / οικ / 20892/1600/2007 (B` 621) Regulation on the conclusion and execution of works contracts of the company "TRAINOSE SA",

(14) of the decision of the Minister of Transport and Communications Φ25 / 70826/5824/2003 (B` 1977) "Approval of Regulations of the Company" GAIOSE SA ": a) conclusion and execution of works contracts, b) conclusion and execution of service contracts and studies; and (c) the conclusion of supply contracts ";

(15) of the joint decision of the Oiksonomy and Oksnsmic Culture Ministers 6318/2003 (B` 1217) "Regulation of Procurement of Olympic Properties SA", except for articles 12-26,

(16) of the decision of the Minister of Development Δ1 / Γ / 12808/2003 (B` 1037) "Regulation of Procurement of LEPA SA",

(17) of the decision of the Deputy Minister of Development 5/2003 (B` 274) "Approval of the Consignment of IGME",

(18) of the decision of the Minister of Development 11140/2002 (B` 1271) "Regulation on the Supply of materials and services and the assignment and execution of technical projects of EPA Attica SA",

(19) of the joint decision of the Undersecretaries of Environmental Development, Spatial Planning and Public Works Δ17Α / 01/60 / ΦΝ393 / 2002 (B` 1106) "Regulation of Procurement of Egnatia Odos SA",

(20) of the decision of the Minister of Development 6483/2002 (B` 613) "Regulation on the Assignment and Execution of Works and Procurement of EPA Thessaly",

(21) of the joint decision of the Ministers of Economy and Financial Interior, Public Administration and Decentralization 263/2002 (B` 528) "Regulations of Procurement of IS SA",
(23) of the joint decision of the Ministers of Development, Transport and Communications 12904/980/2002 (Β' 330) "Regulation of Procurement of ILPAP",

(24) of the joint decision of the Ministers of Financial Transport and Communications 78870/2001 (Β' 1750) "Regulation of Procurement of E.E.E.T.",

(25) of the decision of the Minister of National Economy 36072/2001 (Β' 1441) “Regulation of Procurement M.O.D. SA”, except for articles 1-14 of Chapter III,

(26) of the joint decision of the Ministers of Development, Transport and Communications Α / 12681/934/2001 (Β' 333) "O.A.S.A. Procurement Regulation",

(27) of the decision of the Minister of Development 1436/2001 (Β' 290) “Approval of the decision of the 14th / 21.12.2000 meeting of the Board. of Hellenic Tourist Properties SA ", except for articles 1-11 of Chapter A,

(28) of the decision of the Minister of Transport and Communications Φ / 4/2/1446/60/2001 (Β' 202) "Regulation of assignment and execution of projects and assignment and execution of studies of the company under the name ERGAOSE SA", except Article 6,

(29) of the decision of the Minister of Development 5263 / FOR / 559/2000 (Β' 897) "FORTH Procurement Regulation",

(30) of the joint decision of the Deputy Minister of Development and the Minister of Transport and Communications 4203/300/2000 (Β' 249) "Regulation of OSE Supplies",

(31) of the joint decision of the Ministers of Finance, Development and Agriculture 58192/2000 (Β' 61) "OPEKEKE Procurement Regulation", except for articles 41,42,44,45 , 47. 48 and 51,

(32) of the joint decision of the Minister of Agriculture and the Deputy Minister of Development with No. 31/1999 (Β' 2302) "Regulation of ELGA Supplies", except for articles 41, 42, 44, 45 and 47,

(33) of the decision of the Minister of Justice with no.

(34) of the decision of the Minister of Environment, Spatial Planning and Public Works Δ17A10 / 59 / ΦΝ393 / 1996 (Β' 611) "Regulation of Assignment and Execution of works of the company with the name Egnatia Odos SA", as amended
decisions,

(35) of the decision of the Minister of Health and Welfare Π2Β / 995/1996 (Β` 505) "Regulation of Procurement of the Infant Center The Mother",

(36) of the decision of the Minister of Transport and Communications 37568/3992/1995 (Β` 49) "Procurement Regulation of ETHEL SA",

(37) of the decision of the Minister of Agriculture 16151/1994 (Β` 511) "Regulation of Procurement of ELGA", except for articles 39,40, 43 and 44,

(38) of the decision of the Minister of Industry, Energy and Technology 6409 / FOR / 1250/1994 (Β` 489) "Regulation of CRES Procurement",

(39) of the joint decision of the Ministers of Finance and Agriculture 49/1994 (Β` 19) "Regulation of Procurement of the Hellenic Milk Agency", except for articles 39 and 40,

(40) of the decision of the Minister of Agriculture with no.

(41) of 2008 "Regulation for the Assignment and Execution of E.Y.A.TH. SA »

(42) of the decision of the Board of Directors of. PPC SA 206 / 30.9.2008 "Regulation of Projects, Procurement and Services of PPC".

3. Any general or special provision that imposes an obligation to publish a proclamation or summary of a proclamation in daily newspapers, financial or not, pan-Hellenic or wide circulation, shall be repealed, without prejudice to paragraphs 10 and 12 of Article 379.

As amended by Article 22 LAW 4441/2016 with effect on 6/12/2016

See the evolution of the paragraph

4. Any general or special provision which is contrary to the provisions hereof or regulates these matters in any other way shall be repealed.
The provision of par. 4 of article 8 of law 3986/2011 (A` 152) and the decisions issued according to it by the Minister of Finance are still valid even after the application of the provisions of this law.

Similarly, the provisions of this law shall remain in force and shall not be affected by the application of the provisions of this law:

a) of case k of par. 9 of article 4 of Law 3864/2010 (AD 119),

b) of par. 9 of article 4 of L. 3139/2003 (AD 100),
c) of paragraphs 1 case ε´ and 2 of article 189 of L. 4389/2016 (AD 94), as well as the authorization of these decisions issued by the competent bodies. The bodies of this paragraph may with the relevant Regulations establish derogations from the national procurement legislation for assignments above and below the monetary limits provided by the provisions of article 5 of this law, in each case the relevant legislation of the European Union, as well as European rules, as interpreted by the case law of the Court of Justice and the Commission Interpretative Communication of 1.8.2006 (OJ C 179/2) ".

As amended by Article Six LAW 4431/2016 with effect on 4/11/2016

See the evolution of the paragraph

Article 378
Appendices

The following Appendices are attached and form an integral part of this law:

Appendix A: Annexes I to XIV of Book I (Directive 2014/24 / EU)

Appendix B`: Annexes I to XX of Book II (Directive 2014/25 / EU) Appendix C`: Annex I (CPV codes for design contracts and the provision of technical and other related scientific services referred to in case 8 of par. 1 of Article 2)


For the attachments click here

Article 379
Entry into force (Articles 90 (1-2) of Directive 2014/24 / EU and 106 (1-2) of Directive 2014/25 / EU
The validity of the provisions of this law begins from its publication in the Government Gazette, unless otherwise specified in its individual provisions.

As amended by Article 22 LAW 4441/2016 with effect on 6/12/2016
See the evolution of the paragraph

2. Except where the use of electronic means is compulsory, in accordance with Articles 33, 34 or 35, Article 40 (3), Article 65 (2) or Article 67 and Articles 270, 271, 272, Article 274 (2) of Article 295 or Article 297, Articles 22, 36, 37, Article 79 (3) and Articles 258 and 259 shall enter into force:

a) On 25 July for: aa) open procurement procedures based on the award of the most economically advantageous tender based on price only, with individual discount rates per working group [Articles 27 and 95 (2) (a) and 2. (b)] carried out by the whole of the bodies of the General Government, as it is defined in case b’ of par. 1 of article 14 of law 4270/2014 (AD 143). bb) The open procedures for concluding a public contract for the elaboration of studies and the provision of technical and other related scientific services with the criterion of awarding the most economically advantageous tender only on the basis of price (Articles 27 and 86 paragraph 6) carried out by all General Government bodies, as defined in case b of par. 1 of article 14 of law 4270/2014 (AD 143).

b) On October 20, 2017 for: aa) The set of other procedures for concluding public contracts for projects, studies and provision of technical and other related scientific services of the present carried out by the General Government bodies, as defined in case b of par. 1 of article 14 of law 4270/2014 (AD 143). bb) The set of procedures for the award of public contracts for works, studies and the provision of technical and other related scientific services carried out by the contracting authorities hereof.

cc) The set of procedures for the award of works contracts, studies and the provision of technical and other relevant scientific services of Book II hereof carried out by the contracting entities

As amended by Article 37 LAW 4482/2017 with effect on 25/7/2017
See the evolution of the paragraph

3. The validity of paragraphs 3 and 4 of Article 38, except for the last subparagraph of paragraph 4, shall begin with the publication of the decision of paragraph 6 of the same Article, without prejudice to paragraph 4 of Article 376. The validity of the last subparagraph of paragraph 4 of article 38 starts from 1.6.2019. The validity of paragraph 9 of Article 38 begins from the publication of the decision of paragraph 6 of the same Article.

As amended by Par.48 Article 43 LAW 4605/2019 with effect on 1/4/2019
4. The provision of paragraph 2 of Article 81 shall enter into force on 18 April 2018. This paragraph shall also apply to the contracts of Book II, where applicable, in accordance with the provisions of paragraph 1 of Article 290.

5. The provisions of Article 119, paragraph 8 of Article 200, as well as Article 329 shall enter into force on 1 January 2017.

6. The validity of the first subparagraph of paragraph 4 of Article 344 begins six (6) months after the issuance of the presidential decree of the second subparagraph of the same paragraph.

7. The provisions of Book IV (Articles 345 to 374) govern disputes arising out of acts or omissions issued or contracted by contracting authorities / entities in the context of a contract award procedure commenced under Articles 61, 120, 290 and 330 hereof:
   a) for general service public procurement and public procurement contracts, after 26 June 2017,
   b) for public works contracts and public contracts for the preparation of studies and the provision of technical and other related scientific services, with an estimated contract value (excluding VAT) equal to or higher than the thresholds of Articles 5 and 235 hereof; as they apply each time, after January 1, 2018. Until then, the above differences continue to be governed by the provisions of Law 3886/2010 (AD 173). The previous paragraphs of the present case also apply to the procedures for concluding contracts for the concession of works and services with an estimated contract value equal to or higher than the threshold of article 1 par. every time, c) for public works contracts and public contracts for the preparation of studies and the provision of technical and other related scientific services, with an estimated contract value (excluding VAT) of more than sixty thousand (60,000) euros and below the limits of the articles 5 and 235 of the present, as they apply each time, after March 1, 2018. Until then, for the above differences, article 127 applies, in combination with article 376 paragraph 12 of the present. The previous paragraphs of the present case are applied also in the procedures of concluding contracts for the concession of works and services with an estimated value lower than the limit of article 1 par. 2 case ai of law 4413/2016 (AD 148), as it applies each time.
   This paragraph shall apply retroactively from 26 June 2017.

As amended by Par.4 Article 43 LAW 4487/2017 with effect on 9/8/2017
See the evolution of the paragraph
8. The provisions of Book IV (articles 345 to 374), govern the disputes arising from acts or omissions, which are issued or made after 26 June 2017.

See the evolution of the paragraph

9. The validity of paragraphs 8 and 9 of article 375 starts from the publication of the decision of par. 6 of article 38.

10. The validity of the second paragraph of cases 31, 40, 59 and 82 of par. 1 and par. 3 of article 377 begins on January 1, 2018.


Note: valid retroactively from January 1, 2017.

As repealed by Par.5 Article 87 LAW 4478/2017 with effect on 23/6/2017
See the evolution of the paragraph

12. The validity of indents 35 and 68, as well as the third subparagraph of indents 31, 40, 59 and 82 of paragraph 1 of Article 377 shall begin on 1 January 2021.

As amended by Article 18 LAW 4469/2017 with effect on 3/5/2017
See the evolution of the paragraph

13. The validity of case 62 and 70 of paragraph 1 of article 377 starts on 1 January 2017.

14. Appeals or lawsuits, which have been filed until 1.11.2017, are tried by the Court in which they have been filed. Exceptionally, those of them who are pending in the political Five-Member Court of Appeal but are not registered in the list because their discussion has been canceled, when they are returned for discussion, will be admitted to the political Three-Member Court of Appeal.

As added by Article 28 LAW 4491/2017 with effect on 13/10/2017
See the evolution of the paragraph

Annexes I to XIV of Book I (Directive 2014/24 / EU)

CENTRAL GOVERNMENT AUTHORITIES GREECE

1. Presidency of the Republic

2. Parliament of the Greeks

3. Ministry of Interior and Administrative Reconstruction
LIST OF ACTIVITIES REFERRED TO IN CASE a) CASE 6) ARTICLE 1 (2) In the event of divergent interpretations between CPV and NACE, the CPV nomenclature shall apply. NACE rev. 1 (1) CPV Code TITLE F CONSTRUCTIONS Group Class

<table>
<thead>
<tr>
<th>NACE rev. 1 (1)</th>
<th>Khdikos</th>
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<tbody>
<tr>
<td>TITLE F.</td>
<td>constructions</td>
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<tr>
<td></td>
<td>CPV</td>
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<tr>
<td>Code</td>
<td>Section</td>
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</tr>
<tr>
<td>45</td>
<td>Constructions</td>
</tr>
<tr>
<td>45.1</td>
<td>Preparation of construction site</td>
</tr>
<tr>
<td>45.11</td>
<td>Demolition of buildings and earthworks</td>
</tr>
<tr>
<td>Code</td>
<td>Description</td>
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<td>------------------------------------------------------------------------------</td>
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<tr>
<td>45.12</td>
<td>Trial drillings</td>
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<tr>
<td>45.2</td>
<td>Construction of complete buildings and technical works or parts thereof; civil</td>
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<td>Code</td>
<td>Description</td>
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<tr>
<td>45.21</td>
<td>Building construction and civil engineering works</td>
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<td></td>
<td>- construction of any type of buildings,</td>
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<tr>
<td></td>
<td>- construction of civil engineering works,</td>
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<td></td>
<td>- bridges (including overpass bridges),</td>
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<td></td>
<td>valley bridges, tunnels and underpasses,</td>
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<td></td>
<td>- long-distance communication and power lines and communications and power lines,</td>
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<td></td>
<td>- pipelines and lines of communications and electricity supply for urban centers,</td>
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<td></td>
<td>- ancillary urban projects,</td>
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<td></td>
<td>- assembly and construction of prefabricated structures at the construction site.</td>
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<td></td>
<td><strong>This class does not include:</strong></td>
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<tr>
<td></td>
<td>- oil and gas extraction services, see 11.20,</td>
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<tr>
<td></td>
<td>Erection of complete prefabricated structures</td>
</tr>
</tbody>
</table>
This class includes:
- roof construction,
- placement of coatings,
- roof waterproofing.

Activities of architect and civil engineer, see 74.20,
Construction project management, see 74.20.
<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Details</th>
</tr>
</thead>
</table>
| 45.23 | Construction highways, roads, airports and sports facilities | - construction of motorways, urban and interurban roads, other carriageways and sidewalks,  
- construction of railway works,  
- construction of airport runways,  
- construction work (excluding buildings) of stadiums, swimming pools, gyms, tennis courts, golf courses and other sports facilities,  
- delineation of roads and car parks.  
This class does not include:  
- preliminary earthworks, see 45.11. |
| 45.24 | Construction hydraulic and port works | This class includes:  
- construction:  
Waterways, harbors and river projects, yacht ports (marinas), locksmiths, etc.  
- dams and embankments, |
| 45230000 | | and DA03  
except:  
- 45231000  
- 45232000  
- 45234115 |
<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Details</th>
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<tbody>
<tr>
<td>45.25</td>
<td>Execution of others construction work of a special nature</td>
<td>This class includes:</td>
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<td></td>
<td>- construction activities that specialize in a common field in different types of construction and require specialized personnel or equipment,</td>
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<td>- construction of foundations, including the insertion of piles,</td>
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<td>- drilling and construction of water wells, excavation of wells,</td>
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<td></td>
<td></td>
<td>- construction of non-self-made steel elements,</td>
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<td></td>
<td></td>
<td>- steel bending,</td>
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<tr>
<td></td>
<td></td>
<td>- brickwork and stonework,</td>
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<td></td>
<td></td>
<td>- erection and dismantling of scaffolding and work platforms, including the rental of scaffolding and work platforms,</td>
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<tr>
<td></td>
<td></td>
<td>- construction of chimneys and industrial furnaces.</td>
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</tbody>
</table>
This class does not include:
- rental of scaffolding without construction and dismantling, see 71.32

<table>
<thead>
<tr>
<th></th>
<th>Facilities services in buildings</th>
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</thead>
<tbody>
<tr>
<td>45.3</td>
<td>Facilities services in buildings</td>
<td>45300000</td>
</tr>
</tbody>
</table>

This class includes:
- installation in buildings and other constructions:
  - electrical wiring and fittings,
  - telecommunication systems,
  - electric heating installations,
  - household antennas and signals,
  - fire alarm systems,
  - burglar alarm systems,
  - lifts and escalators,
  - lightning rods, etc.

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<thead>
<tr>
<th></th>
<th>Wiring and electrical installations</th>
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<tr>
<td>45.31</td>
<td>Wiring and electrical installations</td>
<td>45213316</td>
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<tr>
<th></th>
<th>Insulation</th>
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<tr>
<td>45.32</td>
<td>Insulation</td>
<td>45320000</td>
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This class includes:
- Thermal, sound insulation or anti-
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<tr>
<th>45.33</th>
<th>Plumbing facilities</th>
<th>This class includes:</th>
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<tr>
<td></td>
<td></td>
<td>- installation in buildings and other structures:</td>
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<tr>
<td></td>
<td></td>
<td>- plumbing equipment and sanitary ware,</td>
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<td></td>
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<td>- gas installations,</td>
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<td></td>
<td></td>
<td>- heating, ventilation, cooling or air conditioning equipment and ducts,</td>
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<td></td>
<td></td>
<td>Sprinkler systems (sprinkler).</td>
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</tbody>
</table>

This class does not include:

- Installation and repair of electrical heating installations, see 45.31.

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<tr>
<th>45.34</th>
<th>Other facilities services in buildings</th>
<th>This class includes:</th>
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<tr>
<td></td>
<td></td>
<td>- installation of lighting and signaling systems for streets, railways, airports and ports,</td>
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<tr>
<th>45.330000</th>
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<td>45.341500</td>
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<tr>
<td>45.4</td>
<td>Completion buildings</td>
</tr>
<tr>
<td>45.41</td>
<td>Coatings mortars</td>
</tr>
<tr>
<td>45.42</td>
<td>Leptoxylated tasks</td>
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<td>Code</td>
<td>Description</td>
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<tr>
<td>45.43</td>
<td>Floor coverings and walls</td>
</tr>
<tr>
<td>45.44</td>
<td>Colors and laying glass</td>
</tr>
</tbody>
</table>

**Floor coverings and walls**

This class includes:

- paving, paving, hanging or installation in buildings and other structures:
- wall coverings or installation of ceramic, concrete or stone carved wall or floor tiles,
- parquet and other wood floor coverings, carpets and linen floor coverings,
- including rubber or plastics,
- floor or wall coverings made of mosaic, marble, granite or slate,
- paper wallpapers.

**Colors and laying glass**

This class includes:

- interior and exterior colors of buildings,
- painting of civil engineering works,
- installation of glass, mirrors, etc.
This class does not include:
- installation of windows, see 45.42.

Other tasks
45.45 completion of buildings

This class includes:
- installation of private swimming pools,
- steam cleaning, amorphous cleaning and related activities for the exterior surfaces of buildings,
- other finishing work of buildings and finishing nec

This class does not include:
- internal cleaning of buildings and other structures, see 74.70.

Lease
45.5 construction or demolition equipment together with the operator

Lease
45.50 This class does not include
### LIST OF PRODUCTS REFERRED TO IN CASE (b) OF ARTICLE 5 CONCERNING CONTRACTS CONCERNED BY CONTRACTING AUTHORITIES IN THE FIELD OF

| Chapter 25: | Salt, sulfur, earth and stones, gypsum, lime and cement |
| Chapter 26: | Minerals, rust and metal ash |
| Chapter 27: | Fossil fuels, mineral oils and their distillation products; bituminous substances, mineral waxes except: ex ex 27.10: special engine fuels |

<table>
<thead>
<tr>
<th>Chapter</th>
<th>Description</th>
</tr>
</thead>
</table>
| 29:       | Organic chemicals  
except:  
ex ex 29.03: explosives  
ex ex 29.04: explosives  
ex ex 29.07: explosives  
ex ex 29.08: explosives  
ex ex 29.11: explosives  
ex ex 29.12: explosives  
ex ex 29.13: toxic products  
ex ex 29.14: toxic products  
ex ex 29.15: toxic products  
ex ex 29.21: toxic products  
ex ex 29.22: toxic products  
ex ex 29.23: toxic products  
ex ex 29.26: explosives  
ex ex 29.27: toxic products  
ex ex 29.29: explosives |
<p>| 30:       | Pharmaceutical products |
| 31:       | Fertilizers |
| 32:       | Tanning and dyeing extracts, tannins and their derivatives, dyes and other pigments, paints and varnishes, mastics (putties), inks |
| 33:       | Essential oils and resins, perfumery or cosmetic preparations and cosmetics |
| 34:       | Soaps, organic surfactants, laundry detergents, lubricants, artificial candles, prepared candles, preservatives, waxes and the like, mold pastes and &quot;dental waxes&quot; |</p>
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<thead>
<tr>
<th>Chapter 37:</th>
<th>Photographic and cinematographic products</th>
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<tbody>
<tr>
<td>Chapter 38:</td>
<td>Various products of the chemical industries except: ex ex 38.19: toxic products</td>
</tr>
<tr>
<td>Chapter 39:</td>
<td>Artificial plastics, cellulose ethers and esters, artificial resins and articles thereof except for: ex ex 39.03: explosives</td>
</tr>
<tr>
<td>Chapter 40:</td>
<td>Natural or synthetic rubber, artificial rubber and articles of rubber, except: ex ex 40.11: bulletproof tires</td>
</tr>
<tr>
<td>Chapter 41:</td>
<td>Leather (other than furskins)</td>
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<td>Chapter 42:</td>
<td>Leather goods, saddlery and saddlery for all animals, travel items, backpacks and the like. Intestinal products (other than silkworm intestines)</td>
</tr>
<tr>
<td>Chapter 43:</td>
<td>Furskins and furskins, artificial furskins</td>
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<tr>
<td>Chapter 44:</td>
<td>Wood and articles of wood; charcoal</td>
</tr>
<tr>
<td>Chapter 45:</td>
<td>Cork and articles of cork</td>
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<td>Chapter</td>
<td>Description</td>
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<tr>
<td>Chapter 46</td>
<td>Wickerwork and basket-making artifacts</td>
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<td>Chapter 47</td>
<td>Materials used in the manufacture of paper</td>
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<td>Chapter 48</td>
<td>Paper and paperboard, articles of cellulose, paper or paperboard</td>
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<tr>
<td>Chapter 49</td>
<td>Publishing products, press, images and other products of the printing industry. Handwritten or typed texts and drawings.</td>
</tr>
<tr>
<td>Chapter 65</td>
<td>Headgear and parts thereof</td>
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<td>Chapter 66</td>
<td>Rain and sun umbrellas, walking sticks, whips and parts thereof</td>
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<td>Chapter 67</td>
<td>Feathers and down feathers and articles of feathers or feathers. Artificial flowers, artifacts from human hair</td>
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<td>Chapter 68</td>
<td>Articles of stone, plaster, cement, asbestos, mica or similar materials</td>
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<td>Chapter 69</td>
<td>Ceramic products</td>
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<td>Chapter 70</td>
<td>Glass and glassware</td>
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<tr>
<td>Chapter 71</td>
<td>Natural or cultured pearls, precious and semi-precious stones, precious metals,</td>
</tr>
<tr>
<td>Chapter 73:</td>
<td>Articles of cast iron, iron or steel</td>
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<tr>
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**REQUIREMENTS RELATING TO THE TOOLS AND APPLIANCES FOR ELECTRONIC RECEIPT OF OFFERS, APPLICATIONS FOR PARTICIPATION AS WELL AS DRAWINGS AND DESIGNS IN THE DIAGONES**

The tools and devices for the electronic receipt of tenders, requests to participate, as well as designs and studies in design contests must at least ensure, by technical means and appropriate procedures, that:

(a) the time and date of receipt of tenders, requests to participate and the submission of plans and studies may be specified precisely;

(b) it can be reasonably ensured that no one may have access to the information transmitted pursuant to the above requirements before the predetermined end.
(c) only authorized persons may specify or modify the dates of opening of the information received;

(d) access to all or part of the information submitted, at the various stages of the public procurement or design process, is only available to authorized persons;

(e) access to the transmitted information may be granted only by authorized persons and only after a predetermined date;

(f) information received and unsealed pursuant to those requirements shall be accessible only to persons authorized to be informed;

(g) in the event of a breach or attempted breach of the prohibitions or conditions of access referred to in cases (b), (c), (d), (e) and (f), it can reasonably be ensured that breaches or breaches are clearly detectable.

INFORMATION TO BE INCLUDED IN THE NOTICES

Information to be included in the notices of the publication of a preliminary notice on a "buyer profile"

1. Name, identification number (if required by national law), address including NUTS code, telephone, fax number, e-mail address and web address of the contracting authority and, if different, the service from which additional information can be obtained.

2. Type of contracting authority and main activity it carries out.

3. Where appropriate, specify that the contracting authority is a CAA or that it is or may be another form of joint procurement procedure.

4. CPV codes.

5. Internet "buyer profile" address (URL).

6. Date of dispatch of the notice of publication of a preliminary notice to the "buyer profile".

Information to be included in the preliminary notices (as referred to in Article 62)

I. Information to be included in all cases
contracting authority and, if different, of the service from which additional information can be obtained.

2. E-mail address or Internet address to which there will be free, complete, direct and free access to the contract documents. When free, full direct and free access is not available for the reasons mentioned in the second, third, fourth, fifth and sixth paragraphs of paragraph 1 of Article 67, the manner in which they can access the public procurement documents is indicated.

3. Type of contracting authority and main activity it carries out.

4. Where appropriate, clarification that the contracting authority is a CAA or that it is or may be another form of joint procurement procedure.

5. CPV codes; in case the contract is divided into sections, the relevant information is provided for each section.

6. The NUTS code for the principal place of execution of works in the case of works contracts or the NUTS code for the principal place of delivery or execution in the case of supply and service contracts. In case the contract is divided into sections, the relevant information is provided for each section.

7. Brief description of the public contract: nature and extent of the works, nature and quantity or value of the goods, nature and extent of the services.

8. In the event that this notice is not used as a means of tendering, the estimated date or dates of the publication of the contract notice or tenders for the contract or contracts referred to in the preliminary notice.

9. Date of dispatch of the notice. 10. Any other relevant information. 11. Clarification whether the contract falls under the GPA or not.

II. Additional information provided in the event that the preliminary notice is used as a means of tender notice (paragraph 2 of Article 62)

1. Indication of the fact that the economic operators concerned must express to the contracting authority their interest in the contract or contracts.

2. Type of award process (restricted procedures, with or without the use of a dynamic purchasing system, or competitive negotiated procedures).
To the extent already known, the timetable for the delivery or supply of goods, works or services and the duration of the contract.

5. To the extent already known, the conditions for participation, including: (a) where appropriate, clarification of whether it is a public contract that can only be awarded to protected laboratories or performed only in the context of sheltered job programs; (b) where appropriate; clarification whether the provision of the service is assigned exclusively, on the basis of legal provisions or administrative acts, to a specific professional category; (c) a brief description of the selection criteria.

6. A brief description of the criteria to be used for the award of the contract, to the extent that the criteria are already known.

7. To the extent already known, the estimated total size of the contract or contracts; when the contract is divided into sections, this information is provided for each section.

8. Deadlines for receipt of expressions of interest.

9. Address to which expressions of interest are transmitted.

10. Language or languages in which applications or tenders must be drawn up.

11. Where appropriate, specify whether:

(a) electronic submission of tenders or requests to participate is required / accepted;

b) electronic orders will be used

c) electronic invoicing will be used

d) electronic payments will be accepted.

12. Information on whether the contract relates to a Union-funded project and / or program.

13. Name and address of the body responsible for appeal and, where appropriate, mediation procedures. Accurate information regarding the deadlines of the appeal procedures or, if necessary, name, address, telephone and fax numbers and e-mail address of the service from which this information can be obtained.
Name, identification number (if required by national law), address including NUTS code, telephone, fax number, e-mail address and web address of the contracting authority and, if different, the service from which additional information can be obtained.

2. Email address or web address where there will be free, complete, direct and free access to the contract documents. When free, full, direct and free access is not available for the reasons mentioned in the third, fourth, fifth and sixth paragraphs of paragraph 1 of Article 67, the manner in which they may have access to the contract documents is indicated.

3. Type of contracting authority and main activity it carries out.

4. Where appropriate, clarification that the contracting authority is a CAA or that it is another form of joint procurement procedure.

5. CPV codes; if the contract is divided into sections, the relevant information is provided for each section.

6. The NUTS code for the main place of execution of works in case of works contracts or the NUTS code for the main place of delivery or execution in case of supply and service contracts. In case the contract is divided into sections, the relevant information is provided for each section.

7. Description of the public contract: nature and extent of the works, nature and quantity or value of the supplies, nature and extent of the services. If the contract is divided into sections, the relevant information is provided for each section. Where appropriate, a description of any options.

8. Estimated total order size of the contract or contracts; when the contract is divided into sections, the relevant information is provided for each section.

9. Acceptance or prohibition of alternative offers.

10. The schedule of delivery or provision of supplies, works or services and, as far as possible, the duration of the contract. (a) In the case of a framework agreement, an indication of the planned duration of the framework agreement, accompanied, where appropriate, by the reasons why the duration exceeds four years; as far as possible, an indication of the value or order of magnitude and frequency the number of contracts to be awarded, the number and, where applicable, the proposed maximum number of participating economic operators. b) In the case of a
11. Conditions for participation, including: (a) where appropriate, specification of whether it is a public contract that can only be awarded to protected laboratories or performed only in the context of sheltered job schemes; (b) where appropriate, specification of whether its provision assigned exclusively by law or administrative act to a specific professional category; reference to the relevant provision of law or administrative act; (c) a list with a brief description of the criteria concerning the personal situation of and selection criteria; minimum level or minimum levels of competencies that may be required; reference to the required information (responsible statements, documentation).

12. Type of award procedure; where appropriate, justification for using the expedited procedure (in the case of open, closed and competitive negotiated procedures).

13. Where appropriate, specify whether: (a) it is a framework agreement; (b) it is a dynamic purchasing system; (c) it is an electronic auction (in the case of open, restricted or competitively traded procedures).

14. In case the contract is divided into lots, indicate the possibility of submitting bids for one, more or all lots; indicate the possibility of limiting the number of lots that can be awarded to one bidder. When the contract is not subdivided into sections, an explanation of the relevant reasons, unless this information is provided in a separate report.

15. In the event of a restricted procedure, competitive negotiated procedure, competitive dialogue or innovation partnership, where the possibility of limiting the number of candidates invited to bid, negotiate or participate in the dialogue is used: indicate the minimum number and, where appropriate, the maximum number of candidates provided and the objective selection criteria for such candidates.

16. In the case of a competitive negotiated procedure, competitive dialogue or innovation partnership, indicate the use of successive phased procedures on a case-by-case basis, in order to gradually reduce the number of solutions to be negotiated or tenders to be negotiated.

17. Where applicable, special conditions to which the performance of the contract or contracts is subject.
The criteria used for the award of the contract or contracts.

Except where the most economically advantageous tender is determined solely on the basis of price, the criteria which constitute the most economically advantageous tender and the weighting of these criteria shall be stated if they are not included in the specifications or, in the case of competitive dialogue, in the descriptive document.

19. The deadline for receipt of tenders (open procedure) or applications (closed procedures, competitive negotiated procedures, dynamic purchasing systems, competitive dialogues, innovation partnerships).

20. Address to which offers or requests to participate are sent.

21. In the case of open procedures: a) the period during which the tenderer is bound by his tender; b) the date, time and place of the opening of the tenders;

22. The language or languages in which tenders or requests to participate can be drawn up.

23. Where appropriate, clarify whether: a) electronic submission of tenders or requests to participate is accepted; b) electronic orders will be used; c) electronic invoicing will be accepted; d) electronic payments will be used.

24. Information on whether the contract relates to a Union-funded project and / or program.

25. Name and address of the body responsible for appeal and, where appropriate, mediation procedures. Accurate information regarding the deadlines for submitting appeals or, where appropriate, name, address, telephone and fax numbers and e-mail address of the service from which this information can be obtained.

26. Date or dates and reference to the details of previous publications in the Official Journal of the European Union relating to the contract or contracts published herein.

27. In case of repeated public procurement, the estimated schedule of the publication of the following announcements is published.

28. Date of dispatch of the notice.

29. Clarification of whether or not the contract falls under the GPA.

30. Any other relevant information.
1. Name, identification number (if required by national law), address including NUTS code, telephone, fax number, e-mail address and web address of the contracting authority and, if different, the service from which additional information can be obtained.

2. Type of contracting authority and main activity it carries out.

3. Where appropriate, clarification that the contracting authority is a CAA or that it is another form of joint procurement procedure.

4. CPV codes.

5. The NUTS code for the main place of execution of works in case of works contracts or the NUTS code for the main place of delivery or execution in case of supply and service contracts.

6. Description of the public contract: nature and extent of the works, nature and quantity or value of the supplies, nature and extent of the services. If the contract is divided into sections, the relevant information is provided for each section. Where appropriate, a description of any options.

7. Type of award procedure; in the case of a negotiated procedure without prior publication, justification for this choice.

8. Where appropriate, specify whether: a) it is a framework agreement; b) it is a dynamic purchasing system.

9. Criteria set out in Article 86 used for the award of the contract or contracts. Where appropriate, clarify whether this is an electronic auction (in the case of open or closed or competitive bidding).

10. Date of conclusion of the contract or contracts or of the framework agreement or agreements following a decision on its award or conclusion.

11. Number of tenders received for each award, including: (a) number of tenders received from small and medium-sized economic operators; (b) number of tenders received from another Member State or third country; (c) the number of tenders received electronically.

12. For each assignment, name, address including NUTS code, telephone, fax number, e-mail address and web address of the contractor or contractors, including:
**13.** Value of the selected bid (s) or higher and lower bid taken into account for the award of the contract or contracts.

**14.** Where applicable, for each award, value and percentage of the contract that may be subcontracted to third parties.

**15.** Information on whether the contract relates to a Union-funded project and / or program.

**16.** Name and address of the body responsible for appeal and, where appropriate, mediation procedures. Exact information regarding the deadline for submitting appeals or, where appropriate, name, address, telephone and fax numbers and e-mail address of the service from which this information can be obtained.

**17.** Date and dates and reference to the details of previous publications in the Official Journal of the European Union relating to the contract or contracts published herein.

**18.** Date of dispatch of the notification.

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**Information to be included in the design notices (as mentioned in par. 1 of article 112)**

**1.** Name, identification number (if required by national law), address including NUTS code, telephone, fax number, e-mail address and web address of the contracting authority and, if different, the service from which additional information can be obtained.

**2.** Email address or web address where there will be free, complete, direct and free access to the contract documents. When free, full, direct and free access is not available for the reasons set out in the third, fourth, fifth and sixth paragraphs of paragraph 1 of Article 67, the manner in which they may have access to the contract documents shall be indicated.

**3.** Type of contracting authority and main activity it carries out.

**4.** Where appropriate, clarification that the contracting authority is a CAA or that it is another form of joint procurement procedure.
Description of the main features of the study.

7. Possibly, number and amount of prizes to be awarded.

8. Type of design competition (open or closed).

9. In case of open design competition, deadline for submission of studies.

10. In case of a closed design contest: a) estimated number of participants; b) where appropriate, name of the participants already selected; c) criteria for selection of participants; d) deadline for receipt of applications.

11. Where appropriate, specify whether the right to participate is reserved only to a specific professional category.

12. Criteria applied during the evaluation of the studies.

13. Clarification whether the decision of the jury is binding on the contracting authority.

14. Indication of possible amounts of money that will be paid to all participants.

15. Clarification whether the contracts that will follow after the design competition will be awarded or will not be awarded to the winner or winners of the design competition.

16. Date of dispatch of the notice.

17. Any other relevant information.

Information that must be included in the notifications of the results of design competitions (as mentioned in par. 2 of article 112)

1. Name, identification number (if required by national law), address including NUTS code, telephone, fax number, e-mail address and web address of the contracting authority and, if different, the service from which additional information can be obtained.

2. Type of contracting authority and main activity it carries out.

3. Where appropriate, clarification that the contracting authority is a CAA or that it is another form of joint procurement procedure.
5. Description of the main features of the study.

6. The value of prizes.

7. Type of design competition (open or closed).

8. Criteria applied during the evaluation of the studies.

9. Date of the decision of the jury.

10. Number of participants. a) Number of participants who are SMEs. b) Number of participants from abroad.

11. Name, address including NUTS code, telephone number, fax number, e-mail address and web address of the winner or winners of the competition and whether the winner or winners are small and medium-sized enterprises.

12. Information on whether the design contest relates to a project or program funded by Union resources.

13. Date or dates and reference to the details of previous publications in the Official Journal of the European Union related to the study or studies of this notification.

14. Date of dispatch of the notification.

15. Any other relevant information.

Information that must be included in the notifications of amendment of the contract during it (as mentioned in par. 1 of article 132)

1. Name, identification number (if required by national law), address including NUTS code, telephone, fax number, e-mail address and web address of the contracting authority and, if different, the service from which additional information can be obtained.

2. CPV codes.

3. The NUTS code for the principal place of execution of works in the case of works contracts or the NUTS code for the principal place of delivery or execution in the case of supply and service contracts.

4. Description of the public contract before and after the modification: nature and extent of the works, nature and quantity or value of the supplies, nature and extent
5. Where applicable, price increase caused by the modification.

6. A description of the circumstances which necessitated the amendment.

7. Date of the decision to award the contract.

8. Where applicable, name, address including NUTS code, telephone, fax number, e-mail address and web address of the new economic operator or new economic operators.

9. Information on whether the contract relates to a Union-funded project and/or program.

10. Name and address of the supervisory body and the body responsible for appeal and, where appropriate, mediation procedures. Accurate information regarding the deadlines for submitting appeals or, where appropriate, name, address, telephone and fax numbers and e-mail address of the service from which this information can be obtained.

11. Date or dates and reference to the details of previous publications in the Official Journal of the European Union relating to the contract or contracts of this notification.

12. Date of dispatch of the notification.

13. Any other relevant information.

Information to be included in the contract notices concerning contracts for social and other special services (referred to in par. 1 of article 108)

1. Name, identification number (if required by national law), address including NUTS code, e-mail address and web address of the contracting authority.

2. The NUTS code for the main place of execution of works in case of works or the NUTS code for the main place of delivery or execution in case of supplies and services.

3. Brief description of the relevant contract, including CPV codes.

4. The conditions of participation, in which they are included

- where appropriate, specify whether this is a contract that can only be awarded to protected laboratories or performed only under protected job schemes,
5. Deadline or deadlines for contacting the contracting authority regarding participation.

6. Brief description of the main features of the award process.

Information to be included in the preliminary notices for social and other special services (referred to in par. 1 of article 108)

1. Name, identification number (if required by national law), address including NUTS code, e-mail address and web address of the contracting authority.

2. Brief description of the relevant contract including the estimated total value of the contract and the CPV codes.

3. To the extent that they are already known:
   
   (a) the NUTS code for the principal place of execution of works in the case of works or the NUTS code for the principal place of delivery or execution in the case of supplies and services;

   (b) the timetable for the delivery or supply of supplies, works or services and the duration of the contract;

   (c) the conditions for participation, which include:

   - where appropriate, specify whether this is a contract that can only be awarded to protected laboratories or performed only under protected job schemes,

   —Where appropriate, specify whether the performance of the contract is to be assigned solely on the basis of legal or administrative provisions to a particular professional category.

   (d) a brief description of the key features of the award process.

4. Indication of the fact that interested economic operators must express to the contracting authority their interest in the contract or contracts and deadlines for receipt of expressions of interest and the address to which the expressions of interest are transmitted.
1. Name, identification number (if required by national law), address including NUTS code, e-mail address and web address of the contracting authority.

2. Brief description of the relevant contract, including CPV codes.

3. The NUTS code for the main place of execution of works in case of works or the NUTS code for the main place of delivery or execution in case of supplies and services.

4. Number of offers received.

5. Price or range of prices (minimum or maximum) paid.

6. For each assignment, name, address, including NUTS code, email address and web address of the economic operator or operators.

7. Any other relevant information.

INFORMATION TO BE INCLUDED IN THE CONTRACT DOCUMENTS RELATING TO ELECTRONIC AUCTIONS (par. 4 of article 34)

If the contracting authorities have decided to conduct an electronic auction, they shall include at least the following information in the contract documents:

(a) the items whose values are the subject of the electronic auction, provided that such items are quantifiable in such a way that they are expressed in numbers or percentages

(b) any limits on the values that may be submitted, as they appear from the specifications of the subject of the contract;

(c) the information made available to tenderers during the electronic auction and the time available to them, as appropriate.

(d) appropriate information concerning the conduct of the electronic auction;

(e) the conditions under which tenderers may submit their tenders, in particular the minimum variations required to submit tenders;

(f) the appropriate information for the electronic system used and for the manner and technical specifications of the connection.
For the purposes of Vinyl I:

1. "Technical specification" means one of the following: (a) in the case of public works contracts: all technical requirements contained in particular in the contract documents and specifying the required characteristics of material, product or good to meet the use for which they are intended by these characteristics include environmental and climatic performance levels, planning for all requirements (including accessibility of persons with disabilities) and conformity assessment, performance, safety or dimensions, including procedures for with quality assurance, terminology, symbols, tests and test methods, packaging, marking and labeling, instructions for use as well as production processes and methods at each stage of the project life cycle; other technical condition which the contracting authority is able to determine, by means of general or specific regulations, relating to the completed works and the materials or elements constituting such works; (b) in the case of public supply or service contracts: the specification contained in a document which identifies the required characteristics of a product or service, such as quality levels, environmental and climatic performance levels, design for all requirements (including accessibility for people with disabilities), and assessment of conformity, suitability, use of the product, safety or its dimensions, including product requirements sales name, terminology, symbols, tests and test methods, packaging, labeling and affixing of labels, instructions for users, production processes and methods at any stage of the life cycle of the good or service, and conformity assessment procedures; including product requirements for sales name, terminology, symbols, tests and test methods, packaging, labeling and affixing, instructions for users, production processes and methods at any stage the life cycle of the good or service, as well as conformity assessment procedures; including product requirements for sales name, terminology, symbols, tests and test methods, packaging, labeling and affixing, instructions for users, production processes and methods at any stage the life cycle of the good or service, as well as conformity assessment procedures.

2. "Standard" means a technical specification approved by a recognized body with a standardization activity for repeated or continuous application, but which is not compulsory and falls into one of the following categories: (a) "international standard" means a standard which has been approved by an international standardization body and made available to the public; (b) "European standard" means a standard approved by a European standardization body which has been made available to the public; (c) "national standard" means a standard issued by a national standardization body; and made available to the public;
European technical evaluation" means the substantiated evaluation of the performance of a construction product, in relation to its essential characteristics, in accordance with the corresponding European evaluation document, as defined in Article 2 (12) of Regulation (EU) No 1095/2010; 305/2011 of the European Parliament and of the Council

"Common technical specification" means the technical specification in the field of ICT developed in accordance with Articles 13 and 14 of Regulation (EU) No 182/2011; 1025/2012

"technical reference framework" means any deliverable prepared by European standardization bodies other than European standards in accordance with procedures adapted to market developments.


PUBLICATIONS SPECIFICATIONS

1. Publication of notices The notices referred to in Articles 62, 63 and 64 shall be sent by the contracting authorities to the Publications Office of the European Union and shall be published in accordance with the following rules: The notices referred to in Articles 62, 63 and 64 shall be published by the Publications Office. European Union or the contracting authorities in the case of a preliminary notice published in the "buyer profile" in accordance with paragraph 1 of Article 62. Contracting authorities may also publish this information via the Internet in the "buyer profile", such as provided for in indent b) of par. 2. The Publications Office of the European Union shall issue to the contracting authority the certificate of publication of the information referred to in the second subparagraph of par. 5 of Article 65.

2. Publication of additional or supplementary information a) Unless otherwise provided in the third, fourth, fifth and sixth subparagraphs of paragraph 1 of Article 67, the contracting authorities shall publish on the Internet the full text of the contract documents. b) The "buyer profile" may include the preliminary notices referred to in paragraph 1 of Article 62, information on current calls for tenders, planned purchases, contracts concluded, procedures canceled, and any other useful general information, such as a contact person, a telephone and fax number, a postal address and an e-mail address.

3. Model and details regarding the electronic transmission of notices. The model and transmission details of the notices by electronic means adopted by the
CONTENT OF THE INVITATIONS FOR SUBMISSION OF TENDERS, PARTICIPATION IN THE DIALOGUE OR CONFIRMATION OF INTEREST PROVIDED FOR IN ARTICLE 69

1. The invitation to tender or to participate in a dialogue pursuant to Article 69(E) the relative weighting of the contract award criteria or, where appropriate, the descending order of importance of those criteria, if they are not included in the contract notice, the invitation to confirm interest, the technical specifications or the descriptive document. However, in the case of contracts awarded through competitive dialogue or innovation partnership, the information provided for in subparagraph (b) shall not be included in the invitation to tender or in the invitation to tender but shall be indicated in the invitation to tender.

2. When the invitation to tender is drawn up in advance, contracting authorities shall invite all bidders afterwards to confirm their interest on the basis of detailed information relating to that contract, before the selection of tenderers or tenderers begins. This invitation shall include at least the following information: (a) nature and quantity, including all options for supplementary contracts and, if possible, the estimated time limit for the exercise of those options; in the case of renewable contracts, nature and, if possible, the approximate time limit for the publication of subsequent tenders for the works, goods or services to be announced; (b) type of procedure:

LIST OF INTERNATIONAL SOCIAL AND ENVIRONMENTAL CONTRACT RATING LEGISLATIONS REFERRED TO IN ARTICLE 2 (2)

- Law 4204/1961 (Government Gazette 174 / A) Ratification of the International Labor Convention 87 "On trade union freedom and protection of trade union rights".

- Law 4205/1961 (Government Gazette 164 / A) Ratification of the International Labor Agreement 98 "On the application of the principles of the right of organization and collective bargaining".

- Law 2079/1952 (Government Gazette 108 / A) Ratification of the International Labor Agreement 29 "On forced or compulsory labor" for the elimination of all forms of forced or compulsory labor.


- Law 1424/1984 (Government Gazette 29 / A) "On the ratification of the 111 International Labor Convention for the distinction between employment and occupation".

- Law 46/1975 (Government Gazette 105 / A) “On the ratification of the vote in Geneva during the year 1951 no. 100 International Labor Convention on equal pay for male and female workers in a process of equal value “.

- Law 2918/2001 (Government Gazette 119 / A) Ratification of the International Labor Convention 182 "On the prohibition of the worst forms of child labor and immediate action to eliminate them" regarding the abolition of child labor.


- Law 2203/1994 (Government Gazette 58 / A) - "Ratification of the Basel Convention on the control of transboundary movements of hazardous waste and their treatment".

- Law 3447/2006 (Government Gazette 52 / A) - "Ratification of the Stockholm Convention on Persistent Organic Pollutants (POPs)").


**REGISTER**

The relevant professional and commercial registers as well as the declarations and certificates corresponding to each Member State are:

- in Belgium, the 'Registre du commerce' / 'Handelsregister' and, in the case of service contracts, the 'Ordres professionnels / Beroepsorden',

- in Bulgaria, the "Търговски регистър",

- in
in the Czech Republic, the 'obchodní rejstřík',
in Denmark, the 'Erhvervsstyrelsen',
in Germany, the 'Handelsregister', the 'Handwerksrolle', and, in the case of service contracts, the 'Vereinsregister', the 'Partnerschaftsregister' and the 'Mitgliedsverzeichnisse der Berufskammern der Länder',
in Estonia, the 'Registrite ja Infosüsteemide Keskus',
in Ireland, the economic operator may be required to provide a certificate issued by the Registrar of Companies or the Registrar of Friendly Societies or, failing that, a certificate stating that the person concerned has sworn in that profession in country where it is established, in a specific place and under a defined trade name,
in Greece, the "Register of Contractors - MEEP" of the Ministry of Infrastructure, Transport and Networks as well as the prefectural registers in the case of public works contracts, in accordance with the requirements of paragraph 1 of article 76, the "Craft or Commercial or Industrial Chamber "and the" Register of Defense Material Manufacturers "in the case of supply contracts; in the case of service contracts, the service provider may be required to make an affidavit before a notary regarding the exercise of the profession; in cases provided for by the applicable national legislation, for the elaboration of studies and the provision of technical and other related scientific services, the professional registers are the "Register of Designers" and the "Register of Design Offices", in accordance with the requirements of par. 1 of article 77,
in Spain, the "Registro Oficial de Licitadores y Empresas Clasificadas del Estado" in the case of works and service contracts, and, in the case of supply contracts, the "Registro Mercantil" or, in the case of unregistered persons, a certificate certifying that the person concerned has sworn in the profession in question,
in France, the "Register du commerce et des sociétés" hot "Repertoire des métiers",

2 For the purposes of paragraph 2 of Article 75, "professional and commercial registers" means those contained in this Annex, and, in the event of changes at national level, the registers which have replaced them.
in Croatia, the "Sudski registar" and the "Obrtni registar" or, in the case of certain activities, a certificate stating that the person concerned is authorized to carry on the relevant commercial activity or profession,
the case of works or service contracts, the 'Registro della Camera di commercio, industria, agricoltura e artigianato', in addition to the aforementioned registers,

- in Cyprus, the contractor may be required to present a certificate of "Council for the Registration and Audit of Civil Engineering and Building Contractors" in accordance with the law on registration and control of construction and technical contractors in the case of supply and service contracts, the supplier or service provider may be required to provide a certificate from the "Registrar of Companies and Official Receiver" or, alternatively, a certificate from the to specify that the person concerned has sworn in that profession in the country where he is established, in a specific place and under a specified trade name,

- in Latvia, the 'Uzņēmumu reģistrs',

- in Lithuania, the "Juridinių asmenų registras", - in Luxembourg, the "Registre aux firmes" and the "Rôle de la chambre des métiers",

- in Hungary, the 'Cégnyilvántartás', the 'egyéni vállalkozók jegyzői nyilvántartása', and, in the case of service contracts, certain 'szakmai kamarák nyilvántartása' or, in certain cases, a specific commercial or professional activity,

- in Malta, the economic operator shall provide the relevant 'numru ta' registrazzjoni tat-Taxxa tal-Valur Miżjud (VAT) u n-numru tal-licenzja ta 'kummerc', or, in the case of a partnership or company, the relevant registration number issued by the Maltese Authority for Financial Services,

- in the Netherlands, the 'Handelsregister',

- in Austria, the 'Firmenbuch', the 'Gewerberegister' and the 'Mitgliederverzeichnisse der Landeskammern',

- in Poland, the "Krajowy Rejestr Sądowy",

- in Portugal, the "Instituto da Construção e do Imobiliário" (INCI) in the case of works contracts, the "Registro Nacional das Pessoas Colectivas" in the case of supply and service contracts,

- in Romania, the 'Registrul Comerțului',

- in Slovenia, the 'sodni register' and the 'obrtni register',

- in Slovakia, the 'Obchodný register',
- in Sweden, the 'aktiebolags-, handels- eller föreningsregistren';

- in the United Kingdom, the economic operator may be required to produce a certificate from the Registrar of Companies certifying that he has set up a company or is registered or, if that is not possible, a certificate attesting that the person concerned stated under oath that he pursues the profession in question in a specific place and under a specified trade name.

EVIDENCE MEANS FOR SELECTION CRITERIA

Part I: Economic and financial adequacy

The economic and financial adequacy of the economic operator may, as a general rule, be demonstrated by one or more of the following documents: (a) appropriate bank certificates or, where appropriate, a certificate of occupational risk insurance; where the publication of the financial statements is required by the law of the country in which the economic operator is established; (c) a statement of the total amount of turnover and, where applicable, of a maximum of the last three financial years, depending on the date of establishment of the economic operator or the commencement of its activities, if information on that turnover is available.

Part II: Technical capacity

Evidence of the technical capacity of the economic operator referred to in Article 75:

(a) the following lists: (i) a list of the work performed in the last five years, up to a maximum of, accompanied by certificates of proper execution and completion of the most important work; where necessary to ensure a satisfactory level of competition, details of work performed before the last five years shall be taken into account; (ii) a list of the main deliveries or services performed in the last three years, with a maximum of the relevant amount, date and public or private recipient. Where necessary to ensure a satisfactory level of competition,

(b) an indication of the technical staff or technical services, whether or not they belong directly to the economic operator 's undertaking, in particular those responsible for quality control and, in the case of public works contracts, those available to the contractor for the execution of the project; for the execution of the project;
(d) an indication of the supply chain management and detection systems that the economic operator will be able to implement during the performance of the contract;

(e) if the products or services provided are complex or, exceptionally, must meet a specific purpose, an inspection carried out by the contracting authority or, on its behalf, by a competent official body of the country where the supplier is established; the service provider, subject to the consent of that organization; this control shall relate to the supplier's production capacity or the technical capacity of the service provider and, where appropriate, to the means of study and research available to it and to the quality control;

(f) an indication of the qualifications and professional qualifications of the service provider or of the contractor or of the management of the undertaking, provided that they are not evaluated as an award criterion;

(g) an indication of the environmental management measures that the economic operator may apply during the performance of the contract;

(h) a statement of the average annual workforce of the service provider or contractor and the number of executives of his company during the last three years;

(i) a statement of the machinery, plant and equipment available to the service provider or contractor for the performance of the contract;

(j) an indication of the part of the contract which the economic operator may, if it intends to subcontract to third parties;

(k) in the case of products supplied: (i) samples, descriptions or photographs, the authenticity of which must be attestable at the request of the contracting authority; (ii) certificates issued by official institutes or official quality control services, which certify the suitability of the goods, verified by references to certain technical specifications or standards.

LIST OF UNION LAW REFERRED TO IN PARAGRAPH 3 OF ARTICLE 87 (AS IMPLEMENTED IN GREEK LAW of the European Council of 23 April 2009 (L120) "of Law 3982/2011 (AD 143).

SERVICES REFERRED TO IN ARTICLE 107

K h d Ikos CPV  W e Descriptions
79620000-0 [Home Assistant Services]; 79624000-4 [Nursing Services] and 79625000-1 [Medical Services] from 85000000-9 to 85323000-9; 98133100-5, 98133000-4; 98200000-5; 98500000-8 [Household domestic workers] and 98513000-2 to 98514000-9 [Human resources services for domestic work, Agency services for domestic work, Office staff services for domestic work, Temporary staff for domestic work, Domestic Services and Domestic Services]

85321000-5 and 85322000-2, 75000000-6 [Services public administration, defense and social security], 75121000-0, 75122000-7, 75124000-1; from 79995000-5 to 79995200-7; from 80000000-4 Education and training services up to 80660000-8; from 92000000-1 to 92700000-8

79950000-8 [Exhibition and conference services], 79951000-5 [Seminar organization services], 79952000-2 [Event services], 79952100-3 [Cultural Event Management Services], 79953000-9
<table>
<thead>
<tr>
<th>Services</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>79955000-3 [Fashion show organization services], 79956000-0 [Trade fairs and exhibition services]</td>
<td></td>
</tr>
<tr>
<td>75300000-9</td>
<td>Compulsory social services insurance (1)</td>
</tr>
<tr>
<td>75310000-2, 75311000-9, 75312000-6, 75313000-3, 75313100-4, 75314000-0, 75320000-5, 75330000-8, 75340000-1</td>
<td>Bonus services</td>
</tr>
<tr>
<td>98000000-3; 98120000-0 · 98132000-7 · 98133110 -8 and 98130000 -3</td>
<td>Other community, social and individual services, including services provided by trade unions, political organizations, youth organizations and other services of collective organizations</td>
</tr>
<tr>
<td>98131000-0</td>
<td>Religious services</td>
</tr>
<tr>
<td>55100000-1 to 55410000-7; 555210000-8 to Catering services for private homes with ready meals, 55521100-9</td>
<td>Hotel and restaurant services</td>
</tr>
</tbody>
</table>
Catering Services, 55522000-5
Catering services for catering companies 55523000-2 Catering services for other businesses or institutions,
55524000-9 School catering services with ready-made meals
Canteen services, 55511000-5
Canteen services and other cafe services for a limited number of customers, 55512000-2 Canteen management services,
55523100-3 School Meal Services

79100000-5 to 79140000-7; 75231100-5; Legal services to the extent that no excluded under Article 10 (d)

75100000-7 to 75120000-3; 75123000-4 · 75125000-8 to 75131000-3
Other administrative and government services

75200000-8 to 75231000-4
Provision of services to society as a whole

75231210-9 to 75231230-5; 75240000-0 to 75252000-7 · 794300000-7 · 98113100-9
Prison-related services, public safety and rescue, in so far as they are not excluded, under Article 10 (h)
<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>79700000-1 to 7972000-4</td>
<td>Research services and Security Services, Security Services, Alarm Systems Monitoring Services, Surveillance Services, Detection System Services, Fugitive Search Services, Patrol Services, Distribution Service Services, Investigation Services and Private Police Office Services</td>
</tr>
<tr>
<td>79722000-1</td>
<td>Office Services - Waste Analysis Services</td>
</tr>
<tr>
<td>98910000-5</td>
<td>Provision of special services to international organizations and bodies</td>
</tr>
<tr>
<td>64000000-6</td>
<td>Postal services and Telecommunications, Public and private postal services, Postal services</td>
</tr>
<tr>
<td>64100000-7</td>
<td>Postal services, Postal services for newspapers and magazines, Parcel services related to letters, Transaction services with the public, Mailbox rental services, Post office services</td>
</tr>
</tbody>
</table>
Various Services

50116510-9 [Tire retreading services], 71550000-8 [Blacksmith Services]

(1) These services are not covered by this Directive if they are provided as non-financial services of general interest. Member States are free to organize the provision of compulsory social or other services either as services of general economic interest or as non-economic services of general interest.

APPENDIX B
Annexes I to XX of Book II (Directive 2014/25 / EU)

LIST OF ACTIVITIES REFERRED TO IN CASE a) CASE 6 OF ARTICLE 2 OF BOOK II OF THIS LAW

<table>
<thead>
<tr>
<th>NACE (1)</th>
<th>Title</th>
<th>Department</th>
<th>Club</th>
<th>Class</th>
<th>Name of services</th>
<th>Notes</th>
<th>CPV code</th>
</tr>
</thead>
<tbody>
<tr>
<td>45</td>
<td>Title F.</td>
<td>constructions</td>
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<td>45000000</td>
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<tr>
<td></td>
<td>45.1</td>
<td>Site preparation</td>
<td>45.1</td>
<td></td>
<td></td>
<td></td>
<td>45100000</td>
</tr>
<tr>
<td></td>
<td>45.11</td>
<td>Demolition of</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>45110000</td>
</tr>
<tr>
<td>Code</td>
<td>Description</td>
<td>This class includes:</td>
<td>This class does not include:</td>
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<tr>
<td>45.12</td>
<td>Test drillings</td>
<td>- test drilling and drilling as well as nuclear sampling for construction, geophysical, geological or related purposes.</td>
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<tr>
<td>45120000</td>
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<tr>
<td>45.21</td>
<td>Construction of buildings and civil engineering works</td>
<td>45210000</td>
<td></td>
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<td></td>
<td>This class includes:</td>
<td>45200000</td>
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<tr>
<td></td>
<td>- construction of any type of buildings,</td>
<td>45210000</td>
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<tr>
<td></td>
<td>construction of civil engineering works,</td>
<td>45213316</td>
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<tr>
<td></td>
<td>Bridges (including</td>
<td>45220000</td>
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<tr>
<td></td>
<td>and overpass bridges),</td>
<td>45231000</td>
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<tr>
<td></td>
<td>valley bridges, tunnels and underpasses,</td>
<td>45232000</td>
<td></td>
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<tr>
<td></td>
<td>- long-distance communication and power lines and communication lines,</td>
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<td></td>
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<tr>
<td>pipelines and lines of communications and electricity supply for urban centers,</td>
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<td></td>
<td></td>
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<tr>
<td>- ancillary urban projects,</td>
<td></td>
<td></td>
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<td></td>
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<tr>
<td>- assembly and construction of prefabricated structures at the construction site.</td>
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</tr>
</tbody>
</table>

This class does not include:

- oil and gas extraction services, see 11.20,

Erection of complete prefabricated structures from parts of own construction not of concrete, see sections 20, 26 and 28,

- construction work (excluding buildings) of stadiums, swimming pools, gyms, tennis courts, golf courses and other sports facilities, see 45.23,

- utility facilities in buildings, see 45.3,

- completion of buildings, see
| 45.22 | Construction of roofs and structural frames of buildings | - activities of architect and civil engineer, see 74.20, Construction project management, see 74.20. |
| 45.23 | Construction of highways, roads, airports and sports facilities | This class includes:  
- roof construction,  
- placement of coatings,  
- roof waterproofing. |
|  |  | This class includes:  
- construction of motorways, urban and interurban roads, other carriageways and sidewalks,  
- construction of railways projects,  
- construction of airport runways,  
- construction work (excluding buildings) of stadiums, swimming pools, gyms, tennis courts, golf courses and other sports facilities,  
- road marking |
<table>
<thead>
<tr>
<th>Class No.</th>
<th>Description</th>
<th>Details</th>
</tr>
</thead>
</table>
| 45.24    | Construction hydraulic and port works | This class includes:  
- construction:  
  Waterways, harbors and river projects, yacht ports (marinas), locksmiths, etc.  
- dams and embankments,  
- dredging,  
- underwater projects. |
| 45.25    | Execution of other construction works of special nature | This class includes:  
- construction activities specializing in a common field in various types of construction and requiring qualified personnel or equipment,  
- construction of foundations,  
including the insertion of stakes, |
- drilling and construction of water wells, excavation of wells,
- construction of non-self-made steel elements,
- steel bending,
- brickwork and stonework,
- erection and dismantling of scaffolding and work platforms, including the rental of scaffolding and work platforms,

Erection of chimneys and industrial furnaces. This class does not include:
- rental of scaffolding without their erection and dismantling, see 71.32

<table>
<thead>
<tr>
<th>45.3</th>
<th>Facilities in buildings</th>
<th>45300000</th>
</tr>
</thead>
<tbody>
<tr>
<td>45.31</td>
<td>Wiring and electrical installations</td>
<td>This class includes: installation in buildings and other structures: 45213316 45310000 except:</td>
</tr>
<tr>
<td>45.32 Insulation</td>
<td>This class includes:</td>
<td>45320000</td>
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</tr>
<tr>
<td></td>
<td>Thermal, sound insulation or anti-</td>
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<tr>
<td></td>
<td>vibration insulation work on buildings or</td>
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<tr>
<td></td>
<td>other construction works.</td>
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<tr>
<td></td>
<td>This class does not include:</td>
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</tr>
<tr>
<td></td>
<td>- waterproofing, see 45.22.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>45.33 Hydraulic installations</th>
<th>This class includes:</th>
<th>45330000</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>- installation in buildings and other</td>
<td></td>
</tr>
<tr>
<td></td>
<td>structures:</td>
<td></td>
</tr>
<tr>
<td>Code</td>
<td>Description</td>
<td>Details</td>
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<td>-------------------------------------------------------------------------</td>
</tr>
<tr>
<td>45.34</td>
<td>Other facilities in buildings</td>
<td>This class includes:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- installation of lighting and signaling systems for roads, railways,</td>
</tr>
<tr>
<td></td>
<td></td>
<td>airports and ports,</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- installation in buildings or other constructions of components and</td>
</tr>
<tr>
<td></td>
<td></td>
<td>permanent attachments not elsewhere classified.</td>
</tr>
<tr>
<td>45.4</td>
<td>Completion of buildings</td>
<td></td>
</tr>
<tr>
<td>45.41</td>
<td>Mortar coatings</td>
<td>This class includes:</td>
</tr>
<tr>
<td></td>
<td></td>
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<tr>
<td>Code</td>
<td>Description</td>
<td>Details</td>
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</tr>
<tr>
<td>45.42</td>
<td>Fine carpentry work</td>
<td>- installation of custom-made doors, windows, door and window frames, equipped kitchens, stairwells, shop equipment and related items, of wood or other materials, Interior finishes such as ceilings, wooden wall coverings, movable partitions, etc.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>This class does not include: Laying parquet and other wood floor coverings, see 45.43.</td>
</tr>
<tr>
<td>45.43</td>
<td>Floor and wall coverings</td>
<td>This class includes: - paving, paving, hanging or installation in buildings and other structures: - wall coverings or installation of ceramic,</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
- parquet and other wood floor coverings, carpets and linen floor coverings,
- including rubber or plastics,
- floor or wall coverings made of mosaic, marble, granite or slate,
- paper wallpapers wall.

<table>
<thead>
<tr>
<th>45.44</th>
<th>Colors and laying glass</th>
<th>This class includes: 45440000</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>- interior and exterior colors of buildings,</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- colors of works civil engineer,</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- installation of glass, mirrors, etc.</td>
<td></td>
</tr>
</tbody>
</table>

This class does not include:
- installation of windows, see 45.42.

<table>
<thead>
<tr>
<th>45.45</th>
<th>Other finishing work of buildings</th>
<th>This class includes: 45212212 and</th>
</tr>
</thead>
</table>
- installation of private swimming pools,
- steam cleaning, amorphous cleaning and related activities for the exterior surfaces of buildings,
- other work finishing of buildings and finishes nec

This class does not include:
- internal cleaning of buildings and other structures, see 74.70.

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>45.5</td>
<td>Rental of construction or demolition equipment, together with the operator</td>
<td>45500000</td>
</tr>
<tr>
<td>45.50</td>
<td>Rental of construction or demolition equipment, together with the operator</td>
<td>45500000</td>
</tr>
</tbody>
</table>

This class does not include:
- Rental of machinery and equipment for construction and demolition without operator, see 71.32.

LIST OF UNION LAW REFERRED TO IN PARAGRAPH 3 OF ARTICLE 224 OF BOOK II OF THIS LAW
invitation to tender for the construction of new power plants in accordance with Directive 2009/72 / EC; (c) authorization in accordance with the procedures laid down in Article 9 of Directive 97/67 / EC concerning postal services which are not or will not be exclusively assigned; (d) a procedure for authorizing an activity which includes the (e) public service contracts within the meaning of Regulation (EC) No 1257/1999; 1370/2007 on the provision of passenger transport services by bus, tram, rail or metro, which have been awarded on the basis of a tendering procedure.

**LIST OF UNION LEGISLATION REFERRED TO IN PARAGRAPH 3 OF ARTICLE 251 OF BOOK II OF THIS LAW**


C. Production, transport or distribution of drinking water [None]

D. Contracting entities in the field of rail services Rail freight Directive Directive 2012/34 / EU To be incorporated International rail passenger transport Directive 2012/34 / EC To be incorporated National rail passenger transport [None]

E. Contractors in the field of urban rail, tram, trolley or bus services [None]


G. Extraction of oil or natural gas Directive 94/22 / EC Incorporated with law 2228/95 (Government Gazette 27 / AD / 1995) "Exploration, exploration and exploitation of hydrocarbons & other provisions" but also law 4001/2011, op. . par.

H. Exploration and extraction of coal and other solid fuels [None]

I. Contracting entities in the field of seaport facilities, inland port or other terminal [None]

J. Contracting entities in the field of airport facilities [None]
The implementing acts referred to in Article 252 shall be adopted within the following time limits: (a) 90 working days in cases where free access to a particular market is presumed under the first subparagraph of Article 251 (3); (b) 130 working days in cases other than referred to in point (a). The time limits laid down in points (a) and (b) of this paragraph shall be extended to 15 working days when the request is not accompanied by a reasoned and substantiated opinion received by an independent national authority responsible for the activity, which shall analyze in detail the conditions for applicability, of par. 1 of article 251 in the relevant activity according to par. 2 and 3 of article 251. These deadlines shall start on the first working day following the date of receipt by the Commission of the request referred to in paragraph 1 of Article 252, where the information to accompany the request is incomplete, on the first working day following receipt of the completed information. The time limits referred to in the first subparagraph may be extended by the Commission with the agreement of the requesting Member State or contracting entity.

2. The Commission may request the Member State concerned or the contracting entity concerned or the independent national authority referred to in paragraph 1 or any other competent national authority to provide all necessary information or to supplement or clarify the information submitted within an appropriate time limit. In case of delayed or incomplete answers, the deadlines mentioned in the first subparagraph of par. 1 are suspended for the period from the expiration of the deadline set in the request for submission of information until the receipt of the completed and correct information.

Requirements relating to the tools and systems for electronic receipt of tenders, applications for applications, applications for selection as well as designs and designs and designs

The tools and systems for the electronic receipt of tenders, requests to participate, as well as designs and studies in design contests must at least ensure, by technical means and appropriate procedures, that: a) the time and date of receipt can be accurately determined; b) it can be reasonably ensured that no one can access the information transmitted pursuant to the above requirements before the predetermined deadlines; authorized persons may specify or modify the dates of opening of the information received; (d) access to all or part of the information submitted; during the various stages of the contract award or design contest, may only be carried out by duly authorized persons; g) in the event of a breach or
access to the transmitted information may be granted only by authorized persons and only after a predetermined date; (g) in the event of a breach or attempted breach of the prohibitions or conditions of access referred to in points (b) to (f), it may be reasonably ensured that breaches or attempted breaches are clearly detectable. (e) access to the transmitted information may be granted only by authorized persons and only after a predetermined date; (g) in the event of a breach or attempted breach of the prohibitions or conditions of access referred to in points (b) to (f), it may be reasonably ensured that breaches or attempted breaches are clearly detectable.

Part A

INFORMATION TO BE INCLUDED IN THE PERIODIC INDICATIVE NOTICE (as referred to in Article 291)

I. Information to be included in all cases

1. Name, identification number (if required by national law), address including NUTS code, telephone, fax number, e-mail address and web address of the contracting entity and, if different, of the service from which additional information can be obtained.

2. Main activity.

3. a) For supply contracts: nature and quantity or value of services or products to be supplied (CPV codes). b) For project contracts: nature and extent of the services provided, key features of the project or its components (CPV codes). c) For service contracts: estimated total amount of contracts in each of the service categories provided (CPV codes).

4. Date of dispatch of the notice or dispatch of the notification of the publication of this notice for the "buyer profile".

5. Any other relevant information. II. Additional information provided when the notice is used as a means of launching a tender or allows the deadline for submission of tenders or offers to be shortened (paragraph 2 of Article 291)

6. Indication of the fact that the economic operators concerned must inform the operator of their interest in the contract or contracts.
available for the reasons set out in the third and fourth subparagraphs of paragraph 4 of Article 297, the manner in which they may have access to the contract documents is indicated.

8. Where appropriate, clarify whether this is a contract that can only be awarded to protected laboratories or executed only under protected job programs.

9. Deadline for receipt of requests for invitation to tender or negotiation.

10. Nature and quantity of products to be supplied or general nature of the project or category of service and description, indicating whether it is a framework agreement. Indicate any options and the estimated time in which those rights will be exercised as well as the number of any renewals. In case of duplicate contracts, the estimated time of the next tender notices should also be indicated. Indicate whether it is a purchase, lease, lease or lease-sale or a combination of these.

11. The NUTS code for the main place of execution of works in case of works contracts or the NUTS code for the main place of delivery or execution in case of supply and service contracts. In case the contract is divided into sections, the relevant information is provided for each section.

12. Deadline for delivery or completion or duration of the service contract and, if possible, start time.

13. Address to which the companies concerned must express their interest in writing.

14. Deadline for receipt of expressions of interest.

15. Language or languages in which nominations or tenders must be drawn up.

16. Financial and technical conditions and financial and technical guarantees to be fulfilled by the person to whom the contract is awarded.

17. (a) Estimated date of commencement of the contract award procedure (s) (if known). b) Type of award procedure (restricted procedures, with or without the use of a dynamic purchasing system, or competitive negotiated procedures).

18. Where applicable, special conditions to which performance of the contract or contracts is subject.
19. Where appropriate, specify whether: (a) electronic submission of tenders or requests to participate is required / accepted; (b) electronic orders will be used; (c) electronic invoicing will be used; (d) electronic payments will be accepted.

20. Name and address of the body responsible for appeal and, where appropriate, mediation procedures. Accurate information regarding the deadlines of the appeal procedures or, if necessary, name, address, telephone and fax numbers and e-mail address of the service from which this information can be obtained.

21. If known, the criteria referred to in Article 311 which will be used for the award of the contract. Except in cases where the most economically advantageous tender is determined on the basis of price only, the criteria which constitute the most economically advantageous tender and the weighting of these criteria or, where appropriate, the order of importance of these criteria shall be indicated, if they are not included in the specifications or are not included either in the invitation for confirmation of interest referred to in case b) of par. 2 of article 291 or in the invitation for submission of tenders or for negotiation.

PART B.

INFORMATION TO BE INCLUDED IN NOTICES OF PUBLICATION OF A PERIODIC INDICATIVE NOTICE ON "BUYER PROFILE" NOT USED AS A MEANS OF CALLING FOR COMPETITION (as mentioned in para. 1 of Article 291)

1. Name, identification number (if required by national law), address including NUTS code, telephone, fax number, e-mail address and web address of the contracting entity and, if different, of the service from which additional information can be obtained.

2. Main activity.

3. CPV codes.

4. Address of the "buyer profile" on the internet (URL).

5. Date of dispatch of the notice of publication of a preliminary notice to the "buyer profile".

INFORMATION TO BE INCLUDED IN THE CONTRACT DOCUMENTS RELATING TO ELECTRONIC AUCTIONS (PARAGRAPH 4 OF ARTICLE 271 OF THE BOOK OF BOOK)
If the contracting entities have decided to conduct an e-auction, they shall include at least the following information in the contract documents: (a) the possible limits on the value of the goods that may be submitted, as derived from the specifications of the subject of the contract; (c) the information made available to tenderers during the auction; (d) the appropriate information concerning the conduct of the electronic auction; (e) the conditions under which tenderers may submit their tenders; in particular the minimum variations required, where appropriate, for the submission of tenders.

**DEFINITION OF CERTAIN TECHNICAL SPECIFICATIONS**


**PUBLICATIONS SPECIFICATIONS**

1. Publication of notices The notices referred to in Articles 291, 292, 293, 370, 319 and 323 shall be sent by the contracting entities to the Publications Office of the European Union and shall be published in accordance with the following rules: (a)
The notices referred to in Articles 291, 292; 293, 294, 319 and 323 are published by the Publications Office of the European Union or by contracting entities in the case of a periodic indicative notice published for the "buyer profile" in accordance with paragraph 1 of Article 291. Contracting entities may also publish this information through of the internet in the "buyer profile", as provided in sub-indent b of case 2.

b) The Publications Office of the European Union shall issue to the contracting entity the certificate of publication of the information referred to in paragraph 5 of Article 295.

2. Publication of additional or supplementary information
a) Unless otherwise provided in the third and fourth subparagraphs of paragraph 1 of Article 297, the contracting entities shall publish on the Internet the full text of the contract documents. b) The buyer profile may include in the periodic indicative notices referred to in paragraph 1 of Article 291, information on current invitations to tender, planned purchases, concluded contracts, canceled procedures, as well as any other useful general information, such as a contact person, a telephone and fax number, a postal address, and an e-mail address.

3. Model and details on electronic transmission of notices
The form and details of electronic transmission of notices adopted by the Commission are available at the following web address "http://simap.eu.int".

INFORMATION TO BE INCLUDED IN THE NOTICE FOR THE EXISTENCE OF A SELECTION SYSTEM [as referred to in indent b of paragraph 3 of Article 263 and Article 292]

1. Name, identification number (if required by national law), address including NUTS code, telephone, fax number, e-mail address and web address of the contracting entity and, if different, the service from which additional information can be obtained.

2. Main activity.

3. Where appropriate, specify whether the contract is awarded only to protected laboratories or whether the contract is to be performed only under protected job schemes.

4. Purpose of the pre-selection system (description of the products, services or works or their categories, which will be subject to contracts through the system - CPV codes). The NUTS code for the main place of execution of works in case of works or the NUTS code for the main place of delivery or execution in case of supplies and services.
Conditions to be met by economic operators for their pre-selection under the system and methods by which compliance with these conditions is verified. In cases where the description of these verification terms and methods is extensive and based on documents, to which the economic operators concerned have access, a brief reference to the main conditions and methods as well as a reference to the relevant documents is sufficient.

6. Period for which the pre-selection system is valid and formalities for its renewal.

7. Mention of the fact that the notice is used as a means of tender notice.

8. Address where further information and documentation on the pre-selection system can be requested (if different from that mentioned in point 1).

9. Name and address of the body responsible for appeal and, where appropriate, mediation procedures. Accurate information regarding the deadlines for submitting appeals or, where applicable, name, address, telephone and fax numbers and e-mail address of the service from which this information can be obtained.

10. If known, the criteria set out in Article 311, which will be used for the award of the contract. Unless the most economically advantageous tender is determined solely on the basis of price, the criteria which constitute the most economically advantageous tender and the weighting of these criteria or, where appropriate, the order of importance of these criteria shall be stated, if they are not included in the specifications or are not included in the invitation to tender or to negotiate.

11. Where appropriate, specify whether: a) electronic submission of tenders or requests to participate is required / accepted; b) electronic orders will be used; c) electronic invoicing will be used; d) electronic payments will be accepted.

12. Any other relevant information.

INFORMATION TO BE INCLUDED IN PUBLIC CONTRACT NOTICES (as referred to in Article 293)

A. OPEN PROCEDURES

1. Name, identification number (if required by national law), address including NUTS code, telephone, fax number, e-mail address and web address of the contracting entity and, if different, of the service from which additional information can be obtained.

2. Main activity.
3. Clarification, where appropriate, that this is a contract that can only be awarded to protected laboratories or performed only under protected job schemes.

4. Nature of the contract (goods, works or services; indicate, where appropriate, whether it is a framework agreement or a dynamic purchasing system), description (CPV codes. leasing, leasing or leasing-purchase or a combination thereof.

5. The NUTS code for the main place of execution of works in case of works or the NUTS code for the main place of delivery or execution in case of supplies and services.

6. For supplies and projects: a) Type and quantity of products to be delivered (CPV codes). Mention in particular any options for further public procurement and, if possible, the estimated time limit for exercising those options and the number of any extensions. In the case of duplicate contracts, also indicate, if possible, the provisional timetable for forthcoming tenders for the products or services to be requested and the scope and general characteristics of the project (CPV codes). b) Indication of the possibility or not of the suppliers to submit a bid for a part and / or for all the requested products. If, in the case of works contracts, the work or contract is subdivided into sections, an indication of the sections by order of size and the possibility of submitting tenders for one, more or all sections. c) For project contracts: information on the purpose of the project or contract, in case it also concerns the elaboration of studies.

7. For the services: a) Type and quantity of products to be provided. Mention in particular any options for further public procurement procedures and, if possible, the time limit for exercising those options and the number of any extensions. In the case of duplicate contracts, indicate, if possible, the timetable for future tendering notices for the services requested. b) Clarification of whether the performance of the service is assigned exclusively, based on provisions of law or administrative acts, to a specific professional category. c) Mention of the relevant provision of law or administrative act. d) Clarification of whether legal entities are required to state the names and professional qualifications of the staff in charge of performing the service. e) Clarification of whether service providers can bid for part of the requested services.

8. If known, specify whether the submission of the alternative tender (s) is permitted or not.

9. The timetable for delivery or performance or duration of the service contract and, if possible, start time.
and free access is not available for the reasons set out in the third and fourth paragraphs of paragraph 1 of Article 297, the manner in which they may have access to the contract documents is indicated.

11. a) The deadline for receipt of tenders or indicative tenders in case of implementation of a dynamic purchasing system. b) Address to which they are transmitted. c) The language or languages in which they are written.

12. a) Where applicable, persons present at the opening of tenders. b) Date, time and place of opening of the offers.

13. Where applicable, required guarantees.

14. Basic financing and payment terms and / or references to the relevant provisions.

15. Where applicable, the legal form to be taken by the association of economic operators, if awarded the contract.

16. Minimum economic and technical conditions to be met by the economic operator to whom the contract is awarded.

17. Period during which the bidder is bound by his bid.

18. Where applicable, special conditions to which performance of the contract or contracts is subject.

19. Criteria provided for in Article 311 to be used for the award of the contract. Except where the most economically advantageous tender is determined solely on the basis of price, the criteria which constitute the most economically advantageous tender and the weighting of those criteria or, where appropriate, the order of importance of these criteria are not included in the specifications.

20. Where appropriate, date or dates and reference or references to the publication in the Official Journal of the European Union of the periodic indicative notice or notification of the publication of such notice in the "buyer profile" to which the contract relates.

21. Name and address of the body responsible for appeal and, where appropriate, mediation procedures. Accurate information regarding the deadlines for submitting appeals or, where appropriate, name, address, telephone and fax number as well as e-mail address of the service from which this information can be obtained.
B. CLOSED PROCEDURES

1. Name, identification number (if required by national law), address including NUTS code, telephone, fax number, e-mail address and web address of the contracting entity and, if different, of the service from which additional information can be obtained.

2. Main activity.

3. Clarification, where indicated that this is a contract that can only be awarded to protected laboratories or performed only under protected job programs.

4. Nature of the contract (goods, works or services; please indicate, if applicable, framework agreement), description (CPV codes). Where appropriate, indicate whether tenders are requested for purchase, lease, lease or lease-purchase, or a combination thereof.

5. The NUTS code for the main place of execution of works in case of works or the NUTS code for the main place of delivery or execution in case of supplies and services.

6. For supplies and projects: a) Type and quantity of products to be delivered (CPV codes). Mention in particular any options for further award of contracts and, if possible, the provisional time limit for the exercise of those options and the number of any extensions. In the case of duplicate contracts, also indicate, if possible, the provisional timetable for forthcoming tenders for the products or services to be requested and the scope and general characteristics of the project (CPV codes). b) Indication of the possibility or not of the suppliers to submit a bid for some and / or for all the requested products. If, in the case of works contracts, the work or contract is subdivided into sections, an indication of the sections by order of size and the possibility of submitting tenders for one, more or all of the sections. c) Information on the purpose of the project or contract, in case it also concerns the elaboration of studies.

7. For the services: a) Type and quantity of products to be provided. Mention in particular any options for further award of contracts and, as far as possible, the time limit set for the exercise of those options and the number of any extensions. In the case of a series of contracts to be awarded or contracts to be renewed, indicate, as far as possible, the provisional timetable for future tendering notices for the services
1. Requested.

2. b) Clarification of whether the provision of the service is assigned, based on provisions of law or administrative acts, to a specific professional category.

3. c) Mention of the relevant provision of law or administrative act.

4. d) Clarification of whether legal entities are required to state the names and professional qualifications of the staff in charge of performing the service.

5. e) Clarification of whether service providers can bid for part of the requested services.

6. 8. If known, specify whether the submission of the alternative tender (s) is permitted or not.

7. 9. The schedule of delivery or execution or duration of the contract and, as far as possible, deadline for commencement.

8. 10. Where applicable, the legal form to be taken by the association of economic operators, if awarded the contract.

9. 11. a) Deadline for receipt of applications. b) Address to which they are transmitted. c) Language or languages in which they are written.

10. 12. Deadline for sending invitations to tender.

11. 13. Advance required advances and guarantees.

12. 14. Basic financing and payment terms and / or references to the relevant provisions.

13. 15. Information on the status of the economic operator and minimum financial and technical conditions that he must meet.

14. 16. Criteria provided for in Article 82, which shall be used for the award of the contract. Except where the most economically advantageous tender is determined solely on the basis of price, the criteria which constitute the most economically advantageous tender and the weighting of those criteria or, where appropriate, the order of importance of these criteria if they are not included in the specifications or are not indicated in the invitation to tender.

15. 17. Where applicable, special conditions to which the performance of the contract or contracts is subject.

16. 18. Where appropriate, date or dates and reference or references to the publication in the Official Journal of the European Union of the periodic indicative notice or dispatch of the notice of publication of this notice to the "buyer profile" to which the contract relates.
Name and address of the body responsible for appeal and, where appropriate, mediation procedures. Exact information regarding the deadlines for submitting appeals or, where appropriate, name, address, telephone and fax number and e-mail address of the service from which this information can be obtained. 20. Date of dispatch of the notice by the contracting entities. 21. Any other relevant information.

C. NEGOTIATION PROCEDURES

1. Name, identification number (if required by national law), address including NUTS code, telephone, fax number, e-mail address and web address of the contracting entity and, if different, of the service from which additional information can be obtained.

2. Main activity.

3. Clarification, where indicated that this is a contract that can only be awarded to protected laboratories or performed only under protected job programs.

4. Nature of the contract (goods, works or services. Indicate, where applicable, if it is a framework agreement), description (CPV codes). Where appropriate, indicate whether tenders are requested for purchase, lease, lease or lease-purchase, or a combination thereof.

5. The NUTS code for the main place of execution of works in case of works or the NUTS code for the main place of delivery or execution in case of supplies and services.

6. For supplies and projects: a) Type and quantity of products to be delivered (CPV codes). Mention in particular any options for further award of contracts and, if possible, the time limit for the exercise of those options and the number of any extensions. In the case of a series of contracts to be awarded or contracts to be renewed, indicate, if possible, the provisional timetable for forthcoming tenders for the requested products or the type and scope of services and general characteristics of the project (CPV codes). b) Clarification of the possibility or not of the suppliers to submit a bid for some and / or for all the requested products. If, in the case of works contracts, the work or contract is subdivided into sections, an indication of the sections by order of size and the possibility of submitting tenders for one, more or all sections. c) For project contracts: information on the purpose of the project or contract, in case it also concerns the elaboration of studies.

7. For the services: a) Type and quantity of the services that will be provided. Mention in particular any options for further award of contracts and, as far as possible, the time limit set for the exercise of those options and the number of any
In the case of a series of contracts to be awarded or contracts to be renewed, the timetable for future tenders for the services requested should also be indicated, as far as possible.

b) It is clarified whether the provision of the service is assigned exclusively, based on provisions of law or administrative acts, to a specific professional category. c) Mention of the relevant provision of law or administrative act. d) Clarification of whether legal entities are required to state the names and professional qualifications of the staff in charge of performing the service. e) Clarification of whether service providers can bid for part of the requested services.

8. If known, specify whether the submission of the alternative tender (s) is permitted or not.

9. The timetable for delivery or performance or duration of the contract and, as far as possible, start time.

10. Where applicable, the legal form to be taken by the association of economic operators, if awarded the contract.

11.a) Deadline for receipt of applications. b) Address to which they are transmitted. c) Language or languages in which they are written.

12. Advances and guarantees required on a case by case basis.

13. Basic financing and payment terms and / or references to the relevant provisions.

14. Information on the status of the economic operator and minimum financial and technical conditions that he must meet.

15. Criteria provided for in Article 311 to be used for the award of the contract. Except where the most economically advantageous tender is determined solely on the basis of price, the criteria which constitute the most economically advantageous tender and the weighting of those criteria or, where appropriate, the order of importance of these criteria if they are not included in the specifications or are not indicated in the invitation to negotiate.

16. Where applicable, names and addresses of economic operators already selected by the contracting entity.

17. Where applicable, special conditions to which the performance of the contract or contracts is subject.
18. Where appropriate, date or dates and reference or references to the publication in the Official Journal of the European Union of the periodic indicative notice or dispatch of the notice of publication of this notice to the "buyer profile" to which the contract relates.

19. Name and address of the body responsible for appeal and, where appropriate, mediation procedures. Exact information regarding the deadlines for submitting appeals or, where appropriate, name, address, telephone and fax number and e-mail address of the service from which this information can be obtained.

20. Date of dispatch of the notice by the contracting entity.

21. Any other relevant information.

**INFORMATION TO BE INCLUDED IN THE NOTIFICATIONS OF CONCLUDED CONTRACTS (as referred to in Article 294)**

**Information for publication in the Official Journal of the European Union**

1. Name, identification number (if required by national law), address including NUTS code, telephone, fax number, e-mail address and web address of the contracting entity and, if different, of the service from which additional information can be obtained.

2. Main activity.

3. Type of contract (goods, works or services and CPV codes; Indicate where appropriate, in the case of a framework agreement).

4. At least a brief description of the type and quantity of products, works or services provided.

5. a) Form of the tender notice (notice of the existence of a pre-selection procedure, periodic indicative notice, invitation to tender). b) Date or dates and reference or references to the publication of the notice in the Official Journal of the European Union. c) In the case of contracts concluded without prior notice of tender, reference to the relevant provision of Article 269.

6. Procurement procedure (open, closed or negotiated).

7. Number of tenders received, specifying (a) the number of tenders received from economic operators that are SMEs; (b) the number of tenders received from another Member State or from a third country; (c) the number of tenders received
Date of conclusion of the contract or contracts or agreement or framework agreements following a decision on their award or conclusion.

9. Price paid for bargains in accordance with indent (h) of Article 269.

10. For each assignment, name, address including NUTS code, telephone, fax number, e-mail address and web address of the contractor or contractors, including: (a) information on whether the contractor is an SME; (b) information on whether the contract was awarded to an association of economic operators.

11. Indicate, where appropriate, whether the contract was or may be subcontracted.

12. Value of the selected bid(s) or higher and lower bid taken into account when awarding the contract or contracts.

13. Name and address of the body responsible for the appeal and, where appropriate, mediation procedures. Accurate information regarding the deadlines for submitting appeals or, where appropriate, name, address, telephone and fax number as well as e-mail address of the service from which this information can be obtained.

14. Optional information: - value and part of the contract which may be subcontracted to third parties, - contract award criteria. II. Information not intended for publication

15. Number of contracts awarded (in case an assignment has been made to more than one supplier).

16. Value of each contract awarded.

17. Country of origin of the product or service (Community or outside the Community and, in the latter case, classification by third country).

18. Award criteria used:

19. Was the contract awarded to a bidder who had submitted an alternative bid, in accordance with par. 1 of article 286?

20. Were there any bids that were not selected because they were unusually low under Article 313?
CONTENTS OF THE INVITATIONS FOR SUBMISSION OF OFFERS TO PARTICIPATE IN DIALOGUE, NEGOTIATION OR CONFIRMATION OF INTEREST PROVIDED FOR 29 YEAR

1. The invitation to tender, to enter into a dialogue or to negotiate under Article 299 must include at least: (a) the closing date for the receipt of tenders, the address to which they must be sent and the language or languages in which they must be drawn up; , in the case of contracts awarded through competitive dialogue or innovation partnership,

2. When the tender is opened with a periodic indicative notice, the contracting entities shall invite all bidders afterwards to confirm their interest on the basis of detailed information on the contract, before the selection of bidders or tenderers begins. This invitation shall include at least the following information: (a) nature and quantity, including all options for supplementary contracts and, if possible, the estimated time limit for the exercise of those options; in the case of renewable contracts, nature and, if possible, the approximate time limit for the publication of subsequent tenders for the works, goods or services to be announced; (b) type of procedure:

(g) the type of contract which is the subject of the invitation to tender: purchase, lease, lease or lease-purchase or combination of the above contracts; and (h) award criteria and their weighting or, where appropriate, the order of importance of these criteria; in case this information is not included in the indicative notice or technical specifications or in the invitation to tender or to negotiate.

LIST OF INTERNATIONAL SOCIAL AND ENVIRONMENTAL CONTRACTS REFERRED TO IN PARAGRAPH 2 OF ARTICLE 253 OF BOOK II OF THIS LAW

- ILO Convention on Freedom of Association and Protection of Trade Unions 87

ILO Convention 98 on Trade Union Rights and Collective Bargaining

ILO Convention 29 on Forced Labor

ILO Convention 105 on the Abolition of Forced Labor

ILO Convention 138 on the Minimum Age for Work

- ILO Convention 111 on Discrimination (Labor and Employment)
ILO Convention 182 on Worst Forms of Child Labor

- Vienna Convention for the Protection of the Ozone Layer and the Montreal Protocol on Substances that Deplete the Ozone Layer

- Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal (Basel Convention)

- Stockholm Convention on Persistent Organic Pollutants (Stockholm Convention on EPAs)


LIST OF UNION LEGISLATION REFERRED TO IN PARAGRAPH 3 OF ARTICLE 312 OF BOOK II OF THIS LAW Directive 2009/33 / EC of the European Parliament and of the Council

INFORMATION TO BE INCLUDED IN CONTRACT AMENDMENT NOTIFICATIONS DURING IT (as mentioned in par. 1 of article 337)

1. Name, identification number (if required by national law), address including NUTS code, telephone, fax number, e-mail address and web address of the contracting entity and, if different, of the service from which additional information can be obtained.

2. Main activity.

3. CPV codes.

4. The NUTS code for the principal place of execution of works in the case of works contracts or the NUTS code for the principal place of delivery or execution in the case of supply and service contracts.

5. Description of the contract before and after the modification: nature and extent of the works, nature and quantity or value of the goods, nature and extent of the services.

6. Where applicable, price increase caused by the modification.

7. A description of the circumstances which necessitated the amendment.
9. Where applicable, name, address including NUTS code, telephone, tax number, e-mail address and web address of the new economic operator or new economic operators.

10. Information on whether the contract relates to a project and / or program financed by Union resources.

11. Name and address of the body responsible for appeal and, where appropriate, mediation procedures. Accurate information regarding the deadlines for submitting appeals or, where appropriate, name, address, telephone and fax numbers and e-mail address of the service from which this information can be obtained.

SERVICES REFERRED TO IN ARTICLE 378 of the Directive CPV Code

Description 75200000-8 · 75231200-6 · 75231240-8 · 79611000-0 · 79622000-0 [Domestic helpdesk services] · 79624000-4 [Nursing services] and 79625000-1 [Medical staff services] from 85000000-9 to 85323000-9; 98133100-5, 98133000-4; 98200000-5 and · 98500000-8 [Households with domestic support staff] and 98513000-2 to 98514000-9 housekeeping staff, office work staff services for housework, Temporary housekeeping staff, Domestic help services and Domestic services

Health, social and related services

85321000-5 and 85322000-2, 75000000-6 [Public administration, defense and social security services], 75121000-0, 75122000-7, 75124000-1; from 79995000-5 to 79995200-7; from 80000000-4 Education and training services up to 80660000-8; from 92000000-1 to 92700000-8 79950000-8 [Exhibition and conference services], 79951000-5 [Seminar organization services], 79952000-2 [Event services], 79952100-3 [Cultural organization services ], 79953000-9 [Festival organization services], 79954000-6 [Party organization services], 79955000-3 [Fashion show organization services], 79956000-0 [Trade fairs and exhibition services]

Administrative, social, educational, health and cultural services 75300000-9

Services Statutory

75310000-2, 75311000-9, 75312000-6, 75313000-3, 75313100-4, 75314000-0, 75320000-5, 75330000-8, 75340000-1
Other Community, social and individual services, including services provided by trade unions, political organizations, youth organizations and other collective services 98131000-0

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Prison, public security and rescue services, to the extent that they are not excluded, according to the case. h) of the article

Investigation and security services 98900000-2 [Provision of services by organizations and bodies outside the territory] and 98910000-5 [Provision of special services to international organizations and bodies]

International services 64000000-6 [Postal and telecommunications services], 64100000-7 [Public and private postal services], 64110000-0 [Postal services], 64111000-7 [Postal services for newspapers and magazines], 64112000-4 [Postal services for letters], 64113000-1 [Postal services for parcels], 64114000-8 [Postal services for... ]
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50116510-9 [Tire retreading services], 71550000-8 [Blacksmith services]

Miscellaneous services (1) These services are not covered by this Directive if they are provided as non-financial services of general interest; Member States are free to organize the provision of compulsory social or other services either as services of general economic interest or as non-financial services of general interest. of interest.

INFORMATION TO BE INCLUDED IN NOTICES CONTRACTS FOR SOCIAL AND OTHER SPECIAL SERVICES (as referred to in paragraph 1 of Article 300)

Part A

Contract notice

1. Name, identification number (if required by national law), address including NUTS code, telephone, fax number, e-mail address and web address of the contracting entity and, if different, of the service from which additional information can be obtained.

2. Main activity.

A description of these services or categories and, where appropriate, of the by-products and goods to be awarded contracts, including reference to the relevant quantities or prices, reference number (s) in the CPV codes.

4. NUTS codes for the main place of performance of the services.

5. Where appropriate, clarify whether this is a contract that can only be awarded to protected laboratories or performed only in the context of sheltered work programs.

6. Main conditions to be met by economic operators for their participation, or, where appropriate, an e-mail address from which detailed information can be obtained.

7. Deadline or deadlines for communication with the contracting entity regarding the participation.

8. Any other relevant information.

Part B.
1. Name, identification number (if required by national law), address including NUTS code, e-mail address and web address of the contracting entity.

2. Brief description of the relevant contract including CPV reference numbers.

3. To the extent that they are already known: a) The NUTS code for the principal place of execution of works in the event of a works contract or the NUTS code for the principal place of delivery or supply in the case of supply and service contracts; b) the delivery or supply schedule (c) the conditions of participation, which include - where appropriate, an indication of whether it is a contract that can only be awarded to protected laboratories or performed only in the context of sheltered work programs, - where appropriate, clarification whether the execution of the contract is assigned exclusively on the basis of provisions of law or administrative acts, to a specific professional category, d) a brief description of the main features of the award procedure.

4. Indication of the fact that the economic operators concerned must inform the contracting entity of their interest in the contract or contracts and the deadlines for receipt of expressions of interest and the address to which they are transmitted.

Part C.

Notifications for the existence of a default system

1. Name, identification number (if required by national law), address including NUTS code, e-mail address and web address of the contracting entity.

2. Brief description of the relevant contract including CPV reference numbers.

3. To the extent already known: (a) The NUTS code for the principal place of execution of works in the case of works or the NUTS code for the principal place of delivery or supply in the case of goods and services; (b) the delivery or supply timetable; (c) the conditions for participation, which include: - where appropriate, specifying whether it is a contract that can only be awarded to protected laboratories or performed only in the context of sheltered work programs, - where appropriate, clarification whether the execution of the contract is assigned exclusively on the basis of provisions of law or administrative acts, to a specific professional category. (d) a brief description of the key features of the award process.
4. Indication of the fact that the economic operators concerned must express to the contracting entity their interest in the contract(s) and the deadlines for receipt of expressions of interest and the address to which the expressions of interest are transmitted.

5. Time period for which the pre-selection system is valid and formalities for its renewal.

Part D.

**Notification of a concluded contract**

1. Name, identification number (if required by national law), address including NUTS code, telephone, fax number, e-mail address and web address of the contracting entity and, if different, of the service from which additional information can be obtained.

2. Main activity.

3. At least a brief indication of the nature and quantity of the services and, where appropriate, of the by-works and goods to be provided.

4. Reference to the publication of the declaration in the Official Journal of the European Union.

5. Number of tenders received.

6. Name and address of the selected economic operator(s).

7. Any other relevant information.

**INFORMATION TO BE INCLUDED IN THE TENDER NOTICES (as mentioned in par. 1 of article 323)**

1. Eponymia, identification number (where provided for in national legislation), address including NUTS code, telephone, fax number, e-mail address and internet address of the contracting entity and, if different, of the service from which they can take additional information.

2. Main activity.

3. Description of the object of the study (CPV codes).

4. Type of tender procedure: open or closed.
In the event of a restricted procedure:

a) estimated number of participants or scope of participation
b) where appropriate, name of participants already selected;
c) criteria for selection of participants;
d) deadline for receipt of applications.

Where appropriate, clarify whether the right to participate is reserved only to a specific professional category.

Criteria applied during the evaluation of the studies.

Possibly, names of the selected members of the jury.

Clarification whether the decision of the jury is binding on the contracting entity.

Possibly, number and amount of prizes to be awarded.

Indication of possible amounts of money that will be paid to all participants.

Clarification whether the contracts that will follow after the design competition will be awarded or will not be awarded to the winner or winners of the design competition.

Name and address of the body responsible for the appeal and, where appropriate, mediation procedures. Clarifications regarding the deadlines for submitting appeals or, if necessary, name, address, telephone and fax number and e-mail address of the service from which this information can be obtained.

Date of dispatch of the notice.

Any other relevant information.

**INFORMATION TO BE INCLUDED IN TENDER CONTRACTS** (as mentioned in par. 1 of article 323)

1. Eponymia, identification number (where provided for in national legislation), address including NUTS code, telephone, fax number, email address and internet address of the contracting entity and, if different, of the service from which they can take additional information.

2. Main activity.

3. Description of the object of the study (CPV codes).

4. Total number of participants.
5. Number of foreign participants.

6. Winner or winners of the competition.

7. Possibly awarded prize / prizes.

8. Any other relevant information.

9. Indication of the elements of the design competition announcement.

10. Name and address of the body responsible for appeal and, where appropriate, mediation procedures. Clarifications regarding the deadlines for submitting appeals or, if necessary, name, address, telephone and fax numbers and e-mail address of the service from which this information can be obtained.

11. Date of dispatch of the notice.

### In YSCHEISI CODES C PV M E CATEGORIES CASE STUDIES (15) of paragraph 3 of Article 2

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For more information, visit [Kodiko - Home](kodiko-home).
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K steam categories

The prefecture of services

A numbers

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Passenger transport

60121000-2 Rail transport of goods.
| 18 | Rail transport services | 7 11 | frozen or kept in simple refrigeration of goods.  
|    |                           |      | 60121200-4 Rail transport of petroleum products.  
|    |                           |      | 60121300-5 Rail transport of liquids or bulk gases.  
|    |                           |      | 60121400-6 Rail freight transport in freight containers.  
|    |                           |      | 60121500-7 Postal Transport Via railway.  
|    |                           |      | 60121600-8 Rail transport of dry goods in bulk.  

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|                   |                           | 61000000-5 Shipping services By boat.  
|                   |                           | 61100000-6 Passenger transport services by |  
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As amended by Article 22 LAW 4441/2016 with effect on 6/12/2016

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As amended by Article 22 LAW 4441/2016 with effect on 6/12/2016

We order the publication of this in the Government Gazette and its execution as a law of the State.

Athens, 5 August 2016

The President of Democracy

PROKOPIOS V. PAVLOPOULOS

The Ministers

Interior and Administrative Reconstruction of Economy, Development and Tourism

PANAGIOTIS KOUROUBLIS GEORGE STATHAKIS

Education, Research and Religions Abroad

NIKOLAOS FILIS NIKOLAOS KOTZIAS

Labor, Social Security and Social Solidarity Health

GEORGE KATROUGALOS ANDREAS XANTHOS

Environment and Energy Finance

Euclidean Tsakalotos Panagiotis Skourletis

Shipping and Island Political Territory

THEODOROS DRITSAS NIKOLAOS PAPPAS

National Defense of Culture and Sports
The Great Seal of the State was considered and placed.

Athens, 5 August 2016

The Minister of Justice

NIKOLAOS PARASKEVOPOULOS