

Procurement

Procurement Department
Production-Operations



Call For Expression of Interest No.: **POPD-1928**

Object: "Call for expression of interest for the pre-selection of candidates to be included in a Suppliers Register for the provision of maintenance services on Internal Combustion Engines and Turbochargers, installed on islands"

CALL FOR EXPRESSION OF INTEREST FOR THE PRE-SELECTION OF CANDIDATES OF A SUPPLIERS REGISTER FOR THE PROVISION OF MAINTENANCE SERVICES ON INTERNAL COMBUSTION ENGINES AND TURBOCHARGERS, INSTALLED ON ISLANDS

CALL DOCUMENT 1 OF 1

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PUBLIC POWER CORPORATION S.A.
Procurement Department Production-Operations

Object: "Call for expression of interest for the pre-selection of candidates to be included in a Suppliers Register for the provision of maintenance services on Internal Combustion Engines and Turbochargers, installed on islands"

PRE-SELECTION PARTICIPATION TERMS AND INSTRUCTIONS TO INTERESTED PARTIES

The Public Power Corporation S.A. (hereinafter PPC S.A. or PPC or the Company), 30 Chalkokondyli Street, P.C. 104 32, Athens, pursuant to the provisions of:

- the Regulations for Works, Supplies and Services of PPC S.A. (RWSS/PPC, Board Decision No 4/09.02.2022) published on the official website of PPC at https://eprocurement.dei.gr/images/kepy_dei_ae.pdf
- and the present Call for Expression of Interest

hereby invites all interested Candidates to submit their applications for the establishment of a Suppliers Register for the provision of maintenance services on Internal Combustion Engines and Turbochargers, installed on Greek islands.

In the event of inconsistency or discrepancy between the English version and the original Greek version of this publication, the original Greek language version shall prevail.

Article 1

General Information

1.1 Contact Details

Competent PPC Department	PRODUCTION OPERATIONS PROCUREMENT DIVISION
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	Mr. G. Papakonstantinou E-mail Io.Papakonstantinou@dei.gr

1.2 Online Platform – System Registration

The Pre-Selection Procedure will be conducted through the "compareONE" platform of the PPC Electronic Procurement System, hereinafter referred to as the "System", through www.cosmo-one.gr or www.marketsite.gr. The system provides the safeguards stipulated in article 8 of RWSS/PPC (https://eprocurement.dei.gr/images/kepy_dei_ae_en.pdf) and complies with the best international practices and security requirements.

Candidates' registration in the System is a necessary pre-requisite in order to be able to participate in the Pre-selection Procedure. Once registered, Candidates will receive unique passwords, necessary to log in to the System and submit a Response. Registration is free of charge. Re-registration is not required from Candidates already having registered to the System through their participation in a previous procedure. It is, however, recommended that they update in good time any of their details that may have changed.

Instructions on how to register and use the System can be obtained from the following website: <https://eprocurement.dei.gr> - Online Submission.

In addition, in case there has never occurred any previous business partnership between a Candidate and PPC, the Candidate should contact the relevant PPC Division (Production Operations Procurement Division, (Mr. G. Makris G.Makris@dei.gr - Mrs. E. Vasilopoulou E.Vasilopoulou@dei.gr - Mrs. M. Mylona m.mylona@dei.gr - Mr. G. Papakonstantinou Io.Papakonstantinou@dei.gr) in order to electronically receive the relevant application, so as to be registered with PPC's Electronic Procurement System.

1.3 Electronic Signature

In order to submit their participation application in the Pre-selection Procedure, the Candidate must have a qualified electronic signature, according to the Regulation 910/2014 of the European Parliament and Council. The electronic signature must be issued by a qualified trust services provider to natural persons either for their own participation in the Pre-selection Procedure or according to their role as legal representatives of entities participating in the Procedure.

1.4 Application Submission Due Date

Applications are submitted by Candidates electronically. Submission start date is **7th February 2024/12:00** and submission closing is **12th March 2024/ 12:00**.

1.5 Contact with PPC – Deadlines – Clarifications

Any kind of communication between PPC and Candidates within the framework of this Pre-selection Procedure can only take place digitally, through the System, via the "Contact" function. This communication includes: sending and/or notification of relevant data by means of messages, posting of information by PPC and the submission of data by the Candidates.

All the above actions are considered to have taken place at the time they are recorded in the System. This recording shall constitute proof of communication and/or transfer of any documents. Whenever a time limit is imposed by law or the Procedure Documents depends on one of the above actions, that time limit shall start counting on the day following the day on which the action is recorded in the System and shall expire after the expiration of the entire last day specified, unless that day is excluded or official holiday in Greece, in which case the expiration shall be postponed until the end of the entire first working day following the holiday.

Candidates may request additional information and clarifications concerning the documents relating to the Call for Participation no later than fifteen (15) days before the deadline of the Participation Application submission through the "Contact" function of the System. In the event of an extension of the deadline for submission of the Applications for Participation, this deadline

may be extended, at PPC's discretion. PPC shall respond to requests submitted in accordance with the above no later than six (6) days prior to the closing date of paragraph 1.4.

Article 2

Object of the Call

This Call aims at the Pre-selection of suppliers for the establishment of a Supplier Register for the provision of maintenance services on Internal Combustion Engines and Turbochargers installed on islands.

The Procedure undertakes into consideration various parameters, ensuring the optimum performance and smooth operation of the equipment in scope. The Company's priority is to work with experienced and qualified Candidates, which understand the architecture and the details of the different types of equipment. Reliability, promptness, and efficiency are of key importance, in order to achieve the minimum possible idle time in the event of any unforeseen equipment failures. Equally important factors weighing in the selection of the right suppliers are: the regular periodical maintenance schedules and the preventive monitoring and custom support tailored to the specific needs of the equipment.

In particular, the establishment of the Supplier Register for the provision of support and maintenance services concerns the following equipment type:

- 2-stroke internal combustion engines which PPC SA holds on islands, and/or
- 4-stroke internal combustion engines which PPC SA holds on islands, and/or
- turbochargers which are installed on continuously operating Internal Combustion Engines of islands.

There are currently 173 Internal Combustion Engines, from four different manufacturers located in 24 islands from different manufacturers and in particular:

- **11 Internal Combustion Engines** manufactured by **CEGIELSKI-SULZER** installed:

One (1) at Soroni (Rhodes)

One (1) at Lesvos

Three (3) at Samos

Two (2) at Chios

Two (2) at Amorgos

Two (2) at Linoperamata (Crete)

- **15 Internal Combustion Engines** manufactured by **MAN** installed:

Five (5) at Kos

Three (3) at Milos

Two (2) at Chios

Three (3) at Soroni (Rhodes)

Two (2) at Atherinolakkos (Crete)

- **128 Internal Combustion Engines** manufactured by **mitsubishi** installed:

Sixteen (16) at Thira (Santorini)

Nine (9) at Karpathos

Five (5) at Simi

One (1) at Kasos

Seven (7) at Kos
Seven (7) at Patmos
Four (4) at Astypalaia
Five (5) at Lesvos
Seven (7) at Limnos
Four (4) at Milos
Eleven (11) at Sifnos
Six (6) at Serifos
Seven (7) at Ikaria
Eighteen (18) at Atherinolakkos (Crete)
One (1) at Nisyros
One (1) at Tilos
Five (5) at Kythnos
Three (3) at Kalymnos
Four (4) at Amorgos
Seven (7) at Skyros

• **19 Internal Combustion Engines** manufactured by **WARTSILA** installed:

Three (3) at Samos
One (1) at Kalymnos
Three (3) at Karpathos
Three (3) at Lesvos
Three (3) at Limnos
Six (6) at Thira (Santorini)

Regarding the turbochargers, **122** were manufactured by **ABB**, **14** by **MAN**, **8** by **mitsubishi** and **7** by **NAPIER**.

Article 3

Brief Description of the Overall Procedure Stages

The Selection procedure shall be carried out as follows:

- Establishment of a Suppliers Register: Applications submitted by Candidates (to participate in the Suppliers Register) shall be followed by a pre-selection evaluation and a selection of those who meet both the eligibility criteria and the mandatory requirements (on/off).
- PPC then shall invite the pre-selected Candidates to participate in: either a restricted procedure or a negotiated procedure, the completion of which shall consist of the final selection and the award of contracts shall follow.
- Each of the above Calls shall include the object of the particular project, the technical specifications, the award criteria and the terms of the contract.
- PPC reserves the right, as per the provisions of the RWSS, to develop, customize and/or modify the content of each Call project invitation to pursuant accordingly to the object of the contract.

- The Suppliers Register shall remain in effect until 2030. Thereafter, any potential extension of the Register's duration remains at the sole discretion of PPC.

The General Conditions of the Registry, as well as the Conditions of Exclusion from the Registry are described in Appendix I.

Article 4

Pre-selection Procedure Participation Right

This procedure only allows the participation of Candidates having their registered office or place of business:

- i. in a Member State of the European Union, or
- ii. in a Member State of the European Economic Area (EEA), or
- iii. in a third country which has signed and ratified the Government Procurement Agreement (GPA) or which has concluded a bilateral or multilateral agreement with the European Union and the United Kingdom

It is stressed that Candidates are not allowed to participate simultaneously in multiple Candidate schemes submitting a Participation Application and they must not have a contractual/commercial relationship with another Candidate participating in a scheme other than their own.

Article 5

Exclusion Grounds – Conflict of Interest

PPC may exclude from the Procedure any Candidate it considers there are reasons that cast doubt on its reliability and integrity, and which has not taken the necessary measures that, in the Company's assessment, are considered sufficient for its rehabilitation. Reasons for exclusion constitute, those set out in the Declaration in Appendix II, which Candidates shall submit with their Participation Application.

Similarly, PPC may exclude any Candidate that is found in a situation of conflict of interest according to paragraph 7 of article 4 of the RWSS and the specific provisions of PPC's Conflict of Interest Policy (<https://www.dei.gr/media/rnkaky2i/politikh-sugkroushs-sumpheronton-ths-dhmosias-epicheirshs-hlektrismou-ae.pdf>), which may result in a disruption of the Procedure or the Company's interests.

Article 6

Pre-selection Criteria

Candidate pre-selection depends on the fulfillment of all the pre-selection criteria, which are specified below:

6.1 Maintenance Services Provision Adequacy

Candidates must meet at least one of the following conditions:

- i. The Candidate must be a designer-researcher and/or manufacturer of the

- equipment to be maintained or repaired.
- ii. In case the abovementioned condition (i) is not met, the Candidate must hold a License (Licensee) for equipment repair and maintenance by the designer/manufacturer in question. Candidates must provide documentary evidence that the designer and/or manufacturer mentioned above, has provided them with all the necessary technical and manufacturing data and the License for the equipment repair and maintenance. This said license must remain valid throughout the entire duration of the Suppliers Register, or else and upon its expiry, the Candidate shall be automatically excluded from the Register.
 - iii. In case the abovementioned condition (ii) is not met, the Candidate must have a proven track record of providing maintenance services to internal combustion engines and/or turbochargers, adhering to the requirements set out in article 6.3.1. of the present Call for Expression of Interest.

6.2 Economic and Financial Capacity

6.2.1 Financial statements

Candidates must have average annual turnover for the last 3 (three) fiscal years, 2021, 2022 and 2023, of at least € 1,600,000.00 (one million six hundred thousand euros).

6.2.2 Equity

Candidates must have an average annual equity, equal to or greater than € 800,000.00 (eight hundred thousand euros) over the last 3 (three) fiscal years, 2021, 2022 and 2023.

6.2.3 Annual EBITDA

Candidates must have on average a positive annual EBITDA for the last 3 (three) fiscal years 2021, 2022 and 2023, namely according to the following type:

$$(EBITDA [2021] + EBITDA [2022] + EBITDA [2023]) / 3 > 0$$

EBITDA is defined as Earnings Before Interest, Taxes, Depreciation and Amortization, calculated as revenues minus cost of goods sold and operating costs.

For cases where Candidates have been in operation for a period of less than 3 (three) fiscal years, the average turnover, equity, and annual EBITDA will be calculated over their operational fiscal years.

6.3 Technical and Professional Capacity

6.3.1 Required Experience

Candidates participating in this preselection procedure are required to possess specialized experience directly related to the support and maintenance services for:

1. 4-stroke of Internal Combustion Engines and/or
2. 2-stroke of Internal Combustion Engines and/or
3. Turbochargers of four-stroke or two-stroke Internal Combustion Engines

that operate on a 24-hour basis.

More specifically, Candidates shall provide adequate proof of their technical and professional experience in the form of an explanatory table, comprehending the contract details of the relevant implementation services, covering a period from 01/01/2013 to 31/12/2023.

Required experience should fall under the following categories:

- I. 2-stroke and 4-stroke Internal Combustion Engines require:
 1. Cumulative rated nominal power: minimum 5 MW
 2. Scope of Maintenance Works:
 - Condition checking procedure and overhauling or repair activities.
 - Scheduled overhauling procedure including but not limited to the replacement/repairing/reconditioning of all engine parts, troubleshooting and operational adjustments.
- II. Turbochargers of 4-stroke or 2-stroke Internal Combustion Engines require:
 1. Cumulative rated nominal power: minimum 20 MW

Each one of the equipment types shall be evaluated independently, according to the Candidate's relevant supporting documents submitted.

Certificates shall be submitted with the prequalification application, in accordance with Article 9.2 of the present document.

6.3.2 Personnel

The Candidates must have qualified and experienced technical personnel, consisting of at least one (1) Chief Engineer and four (4) Mechanical Technicians, sufficiently capable of undertaking the tasks of maintenance and/or repair of the equipment.

6.4 Quality assurance - environmental Management - Health and Safety

Each Candidate should have the following certifications regarding:

- i. Quality Assurance in accordance with ISO 9001/2015, relevant to the object of the Contract or equivalent, or other evidence that it meets equivalent quality assurance requirements.
- ii. Environmental management in accordance with ISO 14001/2015 or equivalent, or other evidence that it meets equivalent environmental compliance requirements.
- iii. Health and safety management in compliance with ISO 45001/2018 or equivalent, or other evidence that it meets equivalent health and safety management requirements.

The scope of these certifications should cover the provision of maintenance services. The certificates above will be examined, verified and assessed by PPC during the evaluation of the Participation Applications. Failure to provide the necessary means of proof and/or to demonstrate the above, shall – at PPC's discretion - result in the Candidate's Application rejection. The burden of proof of the certificates' "equivalence" shall be borne by the Candidate relying on them.

Article 7

Associations of Companies/Consortiums

7.1 Eligibility

Associations of companies/consortiums/joint ventures may participate in the Pre-selection Procedure as referred to, in Article 4. Such company partnerships are not required to shape a specific legal form, neither in order to participate in the Pre-selection Procedure, nor to implement any contract that may be awarded to them. Notwithstanding the above, each member of the association of companies/consortium/joint venture shall be jointly and severally liable to PPC for all obligations arising from its participation in the Pre-Selection Procedure, the Suppliers Register, the selection procedure and the Contract.

7.2 Procedural Issues

The members of the association of companies/consortium/joint ventures shall submit the Declaration of Participation of the Association of companies/consortium/joint ventures, signed electronically by all entities. The Declaration must be accompanied by a signed private agreement which shall include the following:

- a) each work category to be carried out by each member of the association, described separately; and
- b) the designated joint representative of the association, who will represent the latter throughout the Pre-Selection Procedure, the Suppliers Register participation and individual projects selection procedures.

7.3 Application of Pre-selection Criteria

Any requirements set out in article 4 [Pre-selection Procedure Participation Right] and article 5 [Exclusion Grounds – Conflict of Interest] shall be examined in relation to each entity of the association and should they result in the exclusion of one entity, the entire association shall also be excluded.

The criteria in article 6.1 [Maintenance Services Provision Adequacy] must be met by all entities of the association. The criteria in article 6.2 [Economic and financial Capacity] may be met either by one entity only or cumulatively by several entities of the consortium. The criteria in article 6.3 [Technical and Professional Capacity] may be met either by one member only or cumulatively by several entities of the association. The environmental management, health and safety certifications referred to in article 6.4 [Quality assurance - environmental Management - Health and Safety] must be held by all entities of the association.

Article 8

Reliance on the Capacity of Third Parties

8.1 Third Party Support Capacity – Filling of Criteria by the Third Party

Candidates themselves must meet the required professional and technical qualifications and cannot rely neither on the experience nor the technical competence of third parties. Nonetheless and for the purposes of meeting the criteria set out in Article 6.2., Candidates may rely on the economic and financial capacity of third entities, who, irrespective of their relationship's legal nature, are not considered

Participants as “Candidates” in the present Call for Expression of Interest. Subject to the latter, such third parties shall meet the relevant criteria described in Article 4 and Article 5 and adequately provide all required information and supporting documentation, to demonstrate such capacity. Noticeably, in case the Candidate is awarded with a contract, the third party, providing such economic and financial capacity to meet the relevant criterion as mentioned above, shall be jointly and severally liable to PPC for the execution of the relevant contract.

8.2 Means of proof

Applicants are required to demonstrate in any appropriate way, during their participation in the Suppliers Registry and the execution of any contract that may be awarded to them, that they will have all the necessary abovementioned resources provided by third parties, at their disposal. The means of proof regarding the relevant resources may vary, indicatively, they may consist of a valid private agreement – such as a third-party contract in favor of the Candidate guaranteeing the availability and grant of means to the relevant Candidate, or a unilateral binding declaration by the third party committing itself to provide economic and financial support to the Candidate – such as a parent company guarantee letter, etc.

8.3 Documents to be Submitted

If the Candidate invokes the applicability of this article 8, it must include Declaration A. 9.2.6 of Appendix II in its Participation Application.

In addition, regarding the third party’s support, the following must be included in the Candidate’s Participation Application, signed by the legal representative of the third party:

- a) The Declaration by a Third Party of Economic and Financial Standing of the Interested Party, A. 9.2.6 (8.3.a) of Appendix II.
- b) The Declaration by a Third Party of No Conflict of Interest and Exclusion Grounds, A. 9.2.6 (8.3.b) of Appendix II.
- c) The Declaration by a Third party of Joint Liability with Interested Party for Economic and Financial Standing Issues, A. 9.2.6 (8.3.c) of Appendix II.

8.4 Replacement of a Third Party

In case, upon the Candidate’s Participation Application check, any third party is deemed incapable of meeting any of the criteria mentioned in paragraph 8.1, a request of replacement shall be communicated, within a deadline set by PPC. In case the Candidate does not comply with the request and does not proceed with the third-party replacement and/or such replacement does not meet the specified criteria, the Participation Application shall be rejected.

The Candidate is entitled to replace the third party only once during the overall procedure.

Article 9

Preparation, Content, Modification of the Participation Application – Reservations on Call terms – Confidentiality

9.1 Preparation of the Participation Application

Applications along with all their relevant supporting information are submitted electronically via the System. All documents submitted shall be written in Greek and shall be in the form of a PDF file or equivalent. The documents shall be included in an electronic folder containing a Table of Contents in which all the documents included shall be listed and numbered in accordance with paragraph 9.2 of the present article. The name of each electronic document shall be preceded by the corresponding subparagraph of paragraph 9.2 to which it corresponds (e.g. 9.2.1 Declaration of Participation of Candidate).

The Candidate shall be obliged, if requested by PPC, to provide the original or legally certified copies of declarations and supporting documents signed without digital signature by any third parties (lending experience and/or subcontractors), within seven (7) working days.

The provisions of article 7 shall apply to any Association of entities.

9.2 Contents of the Electronic Folder

The electronic folder of the Participation Application shall contain the documents, declarations or certificates listed below (samples to be filled accordingly are provided in Appendix II). All the certificates must be valid on the Participation Application submission's closing date and the declarations must be electronically signed and date-stamped no earlier than the day following the publication of this Participation Call and no later than the submission's closing date.

9.2.1 Declaration of Participation of a Candidate¹

9.2.2 Declaration by the Candidate of absence of grounds for exclusion and of conflict of interest

9.2.3 Declaration of Professional Competence under article 6.1².

9.2.4 Evidence of financial capacity (e.g. balance sheets, annual financial statements, etc.) or other official financial data kept in accordance with the legislation governing the operation of the Candidate and complying with all the prescribed formats, which show the information required by article.

9.2.5 Declaration by the Candidate concerning the Reliance of the Economic and Financial Capacity of Third Parties³.

¹If it is an association, the Declaration of Participation of a Candidate shall be replaced by the Declaration of Participation of an Association of Entities and shall be accompanied by the private agreement, as referred to in article 7.2

² If the Candidate falls under case (ii) of article 6.1, it must accompany its Declaration with the License and the other information provided for in article 6.1.(ii).

³ Only if the case of article 8.1 applies.

9.2.6 The third-party declarations provided for in article 8.3⁴.

9.2.7 Experience Table with the data requested in article 6.3.1, containing full details of the Candidate's relevant customer, including the contact details of the customer's contact person, so that PPC can confirm the information mentioned in the Experience Table. The Table shall be also accompanied by the available certificates of successful completion or final acceptance letters of the project and/or customer references.

9.2.8 Organization chart with the qualified and experienced technical staff to be employed for the maintenance and/or repair of the equipment in case of contract award, as requested in article 6.3.2.

9.2.9 A quality Assurance Certificate according to ISO 9001/2015 or equivalent, or other evidence of compliance with equivalent requirements.

9.2.10 Environmental Management Certificate in accordance with ISO 14001/2015 or equivalent, or other evidence that it meets equivalent environmental compliance requirements.

9.2.11 Health and Safety Management Certificate in compliance with ISO 45001/2018 or equivalent, or other evidence that it meets equivalent health and safety management requirements.

9.2.12 A list of services to be provided by the Candidate, including in detail the relevant equipment they may provide maintenance services on.

9.3 Amendment of Participation Application

If the digital Participation's Application submission deadline is extended, Candidates may modify and/or complete any Application submitted to the System or withdraw it and submit a new one by the new deadline, ensuring in any case that the information and the supporting documents included in their Application are valid upon the new date.

9.4 Reservations on Call terms

Any additions, modifications, amendments, or reservations on the terms of the present Call will not be accepted and superinduction of any of the latter shall equate with automatic rejection of the Application in question.

9.5 Confidentiality

Any information or documents that could reasonably be classified as confidential, shall be clearly marked as such by the Candidate, for disclosure avoidance.

Information concerning technological, trade secrets or intellectual property may be considered confidential.

For PPC to take into consideration the classification of any data in the Participation Application as confidential, the envelope must include a relevant justification, which must explicitly mention all relevant legal provisions, or administrative acts that impose the confidentiality of the specific information, as well as the explicit reasons why the specific information is confidential.

⁴ Only if the case of article 8.1 applies.

Article 10

Evaluation Procedure

10.1 The opening of the Participation Application shall take place on a certain date and time by the Committee appointed by the Company. As part of the evaluation of the Applications, the Committee shall check the completeness of the required digital documents in accordance with article 9.2. During the evaluation procedure, the Committee may invite the Candidates, through the System, to clarify or supplement the submitted documentation or supporting documents, within a time frame of not less than seven (7) days and not more than twenty (20) days from the date of the digital notification of the relevant request sent by PPC. Clarifications may be provided only upon request of the Committee and only through the System. The Candidate shall respond timely under penalty of disqualification.

10.2 If any of the documents required to be submitted under article 9.2 is absent from the Electronic Folder, the Participation Application shall be rejected.

10.3 Furthermore, if it is established in any way and at any stage of the procedure that a Candidate has submitted inaccurate or false declarations or has altered any public or private documents, then it shall be excluded from the Procedure, any decisions of the Company shall be immediately revoked and PPC reserves the right to exclude it from future selection procedures for the selection of Counterparties.

10.4 The Committee, according to the provisions of this Call, decides upon which Participation Application meets its terms and then records the evaluation result in a relevant Report, indicating to the Interested Parties, which of them have been excluded and those that will be included in the Suppliers Register. The result of the evaluation shall be communicated to each interested party individually via the System. Exclusion reasons shall be provided in full for any rejected Applications.

10.5 The Candidates whose Applications have been rejected shall have the right to submit their objections in accordance with the provisions of article 11 hereof.

10.6 The Pre-Selection Procedure shall be completed upon approval of its result by the authorized bodies of the Company.

Article 11

Candidates' Objections

11.1 Each Candidate may submit objections only in the event of its exclusion from the Pre-selection Procedure and only on the grounds of its exclusion. Objections must be submitted electronically via the System in the form of a .pdf file or an equivalent file named "Objections". The document must be electronically signed in accordance with article 1.3 of the present Call, be clear and concise, in no case exceed 1,500 words and be accompanied by all necessary information/evidence to substantiate any claims. The date of the objections submission shall be deemed to be the date of their entry into the System.

11.2 Objections shall be submitted within five (5) working days from the date on which the contested decision was communicated to the Person/Entity submitting the objection.

11.3 Objections shall be examined by the designated Committee (set up for the

objection examination purposes) within twenty-five (25) calendar days of their submission. The decision of the Committee shall be electronically communicated, via the System.

11.4 The decision on the Objections shall be irrevocable and immune from any further appeal upon PPC's authorities.

11.5 The submission of any Objections shall not automatically impede the continuation of the Pre-qualification Procedure and any acceptance of Objections shall not affect the validity of the entire Procedure, but instead shall, at the Company's discretion, lead to the modification of the Committee's report.

Article 12

Protection of Personal Data – Information on the Processing of Personal Data

PPC informs, in its capacity as the data controller, the natural person signing the Application as a Candidate or as the legal representative of a Legal Entity of a Candidate, that its competent bodies and executives and/ or third parties, on its instructions and on its behalf, will process the following data as follows:

I. The scope of processing extends to the personal data included in the Call application files and the evidentiary means submitted to PPC, in the context of this Procedure, by the natural person who is himself a Candidate or Legal Representative of a Candidate.

II. The purpose of the processing is the evaluation of the Application, the selection of the Counterparty for the Contract, the protection of PPC's rights, the fulfilment of PPC's statutory obligations and the overall safety and protection of transactions. Identity and contact data will also be used by PPC to inform Candidates about the evaluation of applications.

III. The recipients of the abovementioned data are:

(a) Entities to which PPC assigns the execution of specific actions on its behalf, namely Advisors, executives, members of Evaluation Committees, Operators of the System and other agents thereof in general, subject to the condition of confidentiality in each case.

(b) The State, other public bodies or judicial authorities or other authorities or judicial bodies within the scope of their competences.

IV. The data of the Candidates will be kept for a period equal to the Contractual duration, and after its expiration for a period of five (5) years, for future tax-fiscal audits or donor audits or other audits provided for by the applicable legislation, unless a different retention period is provided for by the legislation in force. In the event of pending litigation regarding the Contract, the data shall be kept until the end of the pending litigation. After the expiry of the above periods, the personal data will be destroyed.

V. The natural person who is either a Candidate or a Legal Representative of the Candidate, may exercise any legal rights regarding the personal data appertaining thereto, by contacting the Data Protection Officer of PPC.

VI. PPC is obliged to take all reasonable measures to ensure the confidentiality and security of the data processing and to protect the data from accidental or unlawful destruction, accidental loss, alteration, unauthorized disclosure or access by anyone and any other form of unlawful processing.

Article 13

Cancellation Process

PPC reserves the right, at its sole discretion, to cancel the Pre-Selection Procedure or to repeat it with the same or different terms at any stage of the Procedure. The Procedure may be cancelled in particular if:

1. it has proved to be inconclusive due to the non-submission of Applications or the rejection of all Applications or the exclusion of all Candidates;
2. it has been conducted without complying with the terms laid down herein, with the consequence that the result has been affected;
3. the result is unsatisfactory to the Company;
4. the needs of the Company have changed.

Article 14

Reservations and Rights of PPC

14.1 Participation in the Procedure (submission of a Participation Application) is equivalent to a declaration by the Candidate that it has taken full knowledge of all the terms, information and documents of the Call.

14.2 PPC reserves the right to postpone the submission date of the Participation Applications or to make any amendments to the Call. Such amendments will be included in relevant Complementary acts to the Call, in such case the new version will be published in the same way as this Call.

14.3 PPC is in no way responsible and has no obligation to compensate the Candidates for any expenses or damage they may suffer from the preparation and submission of their Application, especially in case it is not accepted or the Procedure is postponed or cancelled at any stage and time and for any reason. Accordingly, no rights whatsoever against PPC are conferred to those who participate in the Procedure and submit a Participation Application, whether or not they are ultimately accepted from this Call and their participation in the Pre-Selection Procedure in general.

APPENDIX I – DETAILED PRESENTATION OF THE SELECTION PROCEDURE FOR THE ESTABLISHMENT OF A SUPPLIERS REGISTER

1. Creation of a Suppliers Register

Upon completion of the Pre-selection procedure, a Suppliers Register for the provision of maintenance services for internal combustion engines and/or turbochargers (according to the provisions referred to in Article 2), shall be established. For smooth operation purposes, the following “General Terms and Conditions of operation and expulsion of registrants” may apply.

2. General Terms and Conditions of the Suppliers Register

2.1 PPC reserves the right to add new Candidates to the Registry at any time provided that they meet all the conditions and rules of the Registry.

2.2 Each Candidate that meets all the pre-selection criteria of this Procedure – as applicable – has the right to submit a subscription request to PPC, throughout the duration of the operation of the Registry, accompanied by the evidence provided, supporting documents and affidavits. The Candidate is deemed registered to the Suppliers Register, upon successful assessment of the information submitted along with fulfilment of the predefined conditions.

2.3 Each Candidate may participate in the Supplier Register either individually, or as an entity of an association. In any case, throughout contract awarding phase the Candidate will be entitled to submit only one response.

2.4 PPC reserves the right to modify the pre-selection criteria of the Suppliers Register at any time. In this case, the Candidates in the Suppliers Register, shall be requested to resubmit adequate proof of such criteria fulfilment.

2.5 Any Candidate who has joined the Suppliers Register independently may, for a specific project, form an association of entities with other Candidates of the Suppliers Register for the purpose of submitting an official offer. In this case, a Candidate may submit only one offer as an entity of the association.

2.6 Any interested party, previously declared ineligible for participation either in past projects of an entity or PPC’s projects over the last 3 (three) years.

2.7 PPC has the right, in the individual Calls, not to accept responses from operators that are registered at the Suppliers Register in case that: a. the budget of the project to be awarded that is more than five times its turnover, or b. the outstanding part of the contracts it is implementing under the Register exceeds fifteen times its turnover.

2.8 PPC has the right to examine throughout the duration of the Pre-selection Procedure, whether the Candidates included in the Registry still meet the necessary criteria and for this reason it has the right to request that they submit again, in a recent version, the data requested at the time of their initial inclusion or any other data that will be required after the modification of the terms or by law. Candidates are required to provide the new, recent information within ten (10) working days of written notice. At the time of evaluation of the new recent data, the Candidates remain registered in the Suppliers Register. Any refusal or unjustified delay in providing the data will result in

their exclusion of the Suppliers Register.

2.9 As long as the Candidates remain registered in the Suppliers Register, they must immediately inform PPC of any change in their status or the data that constituted an evaluation criterion during their registration. The Candidate's registration shall be suspended until PPC approves the notified change.

3. General Terms and Conditions of exit from the Suppliers Register

PPC reserves the right to exclude a candidate from the Register for the following reasons:

3.1 Exclusion for (six) 6 months in case the Counterparty exceeds in one (1) Contract the limit of 10% of the contract price in penalty clauses.

3.2 Expulsion for one (1) year if the Counterparty exceeds 8% of the contract price in penalty clauses, in any Contract, for 3 consecutive Contracts in the Register. For each exclusion, in addition to the first exclusion, the exclusion period shall be increased by one year.

3.3 Possibility of exclusion of up to 3 years in case of violation of labor or environmental legislation depending on the amount of the fine imposed, the significance of the violation and the existence or not of adequate remedial measures

3.4 Exclusion in case of expiry/non-renewal of certification (e.g. ISO requested in the pre-selection criteria).

3.5 Exclusion in case the Counterparty is declared in default on PPC Contracts.

3.6 Exclusion in case it is proven that the information submitted is untrue, incorrect or misleading.

3.7 Exclusion in the event of collusion between the Candidates in the Register.

3.8 Exclusion in case of the Candidate fails to inform about late changes of its status or its elements.

For the cases 3.5 up to 3.8, the duration of the suspension or the permanent exclusion, shall be decided by the production operations procurement department of the PPC body based on the gravity of the Candidate.

4. Selection of Counterparties and award of individual Contracts

PPC will proceed with the selection and award of Contracts for the provision of maintenance services for the internal combustion engines and/or turbochargers through a restricted procedure or through a negotiated procedure, to which only Candidates included in the Suppliers Register, shall be invited to participate.

Each invitation shall include the scope of the Contract, the technical description and specifications, the award criteria and the terms of the Contract.

5. Validity Period of the Suppliers Register

The Suppliers Register shall remain in effect up until the year 2030. The prerogative to prolong the duration lies with PPC, affording the possibility of an extension for an extended timeframe. PPC, at its sole discretion, may terminate the Suppliers Register by notifying the registrants in writing, who shall waive their right to any compensation or

restitution.

PPC reserves the right at any time and within the set validity period, to prospectively modify or amend the terms and conditions of the Suppliers Register or/and terminate its validity, should it be deemed necessary.

APPENDIX II – DECLARATIONS FORMS

A. 9.2.1 – PARTICIPATION DECLARATION

The company under the trade name [full trade name], having its registered seat in [country], [city], [street, number, area, postal code], registered in [name of competent commercial register of the seat] with number [.....] and [VAT or other tax identification number] number [.....], by virtue of the decision of [date] made by the [competent administrative organ of the company] in accordance with the company's articles of association and applicable by-laws has decided to participate in the Pre-selection Procedure for the setting up of a providers register for the provision of maintenance services for internal combustion engines and turbochargers installed on islands carried out by PPC on the basis of Call for Participation No. **POPD-1928**.

The company declares that:

- it participates in the Pre-selection Procedure having expressly and unconditionally accepted all its terms and conditions;
- has appointed [full name of representative] as its representative for the entire Procedure, to sign any documents, declarations and commitments in its name and on its behalf;
- it is not entitled to withdraw, amend or supplement its Participation Application after the opening of the evaluation procedure and for the whole period of the Application's validity, except in cases where PPC may request so;
- it has read, understood and accepted the RWSS (available at https://eprocurement.dei.gr/images/kepy_dei_ae.pdf), and the Code of Ethical Conduct of PPC S.A. (available at https://www.dei.gr/media/sn4c32vc/kodikas-deontologikhs-sumperiphoras-09-06-2022_.pdf).

[Electronic signature mark]

A. 9.2.2 – CONSORTIUM PARTICIPATION DECLARATION

The companies consortium consisting of the following members:

1. The company under the trade name [full trade name], having its registered seat in [country], [city], [street, number, area, postal code], registered in [name of competent commercial register of the seat] with number [.....] and [VAT or other tax identification number] number [.....], by virtue of the decision of [date] made by the [competent administrative organ of the company] in accordance with the company's articles of association and applicable by-laws;
2. The company under the trade name [full trade name], having its registered seat in [country], [city], [street, number, area, postal code], registered in [name of competent commercial register of the seat] with number [.....] and [VAT or other tax identification number] number [.....], by virtue of the decision of [date] made by the [competent administrative organ of the company] in accordance with the company's articles of association and applicable by-laws;
3.

have decided to participate as a [fill in accordingly: association / consortium / joint venture] in the Pre-selection Procedure for the setting up of a providers register for the provision of maintenance services for internal combustion engines and turbochargers installed on islands carried out by PPC on the basis of Call for Participation No. **POPD-1928**.

All members of the consortium declare that

- they participate in the Pre-selection Procedure having expressly and unconditionally accepted all its terms and conditions;
- they have appointed [full name of representative] as the consortium's common representative for the entire Procedure, to sign any documents, declarations and commitments in the name and on behalf of each consortium member;
- they are not entitled to withdraw, amend or supplement their Participation Application, after the opening of the evaluation procedure and for the whole period of the Application's validity, except in cases where PPC may request so;
- they have read, understood and accepted the RWSS (available at https://eprocurement.dei.gr/images/kepy_dei_ae.pdf), and the Code of Ethical Conduct of PPC S.A. (available at https://www.dei.gr/media/sn4c32vc/kodikas-deontologikhs-sumperiphoras-09-06-2022_.pdf);
- If the consortium is entered in the Register and is subsequently awarded a contract, all consortium members shall be fully liable to PPC jointly, indivisibly and severally.

[Electronic signature mark of **each consortium member**]

A. 9.2.3 – NO CONFLICT OF INTEREST AND EXCLUSION GROUNDS

DECLARATION

The company under the trade name [full trade name], having its registered seat in [country], [city], [street, number, area, postal code], registered in [name of competent commercial register of the seat] with number [.....] and [VAT or other tax identification number] number [.....], declares that

- it does not fall under any of the following grounds for exclusion:
 - I. Participation in a criminal organization as defined in article 2 of Council Framework Decision 2008/841/JHA on the fight against organized crime,
 - II. Corruption - bribery, as defined in article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union and article 2(1) of Council Framework Decision 2003/568/JHA,
 - III. Fraud within the meaning of articles 386 and 386A of the Greek Penal Code or within the meaning of article 1 of the Convention on the protection of the European Communities' financial interests,
 - IV. Terrorist offenses or offenses linked to terrorist activities, as defined respectively in Directive (EU) 2017/541 of the European Parliament and of the Council on combating terrorism, or inciting or aiding or abetting or attempting to commit an offense,
 - V. Money laundering or terrorist financing, as defined in article 1 of Directive (EU) 2015/849 of the European Parliament and of the Council on the prevention of the use of the financial system for the purpose of money laundering or terrorist financing,
 - VI. Child labor and other forms of trafficking in human beings, as defined in article 2 of Directive 2011/36/EU of the European Parliament and of the Council,
 - VII. Serious or persistent failure to comply with environmental, social security and labor legislation,
 - VIII. Bankruptcy, reorganization, winding-up, administration, arrangement with creditors or suspension of business activities or any other similar situation.
- it is not in a situation of Conflict of Interest as referred to in article 5 of the Call for Participation.
- it undertakes, if requested by PPC, to provide within fifteen (15) working days from the request notification, the relevant evidence - supporting documents, proving the information stated in this Declaration.
- in the event of subsequent change of any information regarding the conditions for the absence of grounds for exclusion and the Conflict of Interest situation during the Pre-selection Procedure, it commits to notify PPC of such change without delay, otherwise PPC may reject the Participation Application.

[Electronic signature mark]

A. 9.2.4 – DECLARATION OF PROFESSIONAL CAPACITY UNDER ARTICLE 6.1

The company under the trade name [full trade name], having its registered seat in [country], [city], [street, number, area, postal code], registered in [name of competent commercial register of the seat] with number [.....] and [VAT or other tax identification number] number [•], declares that it falls under case [.....] of article 6.1 of the Call for Participation and therefore it

[delete what is not applicable]

is a developer - designer and/or manufacturer of the [description of specific internal combustion engines / turbochargers].

is a Licensee for the repair/maintenance of the [description of specific internal combustion engines / turbochargers] by the developer-designer / manufacturer [trade name thereof]. The company furnishes documentary evidence proving that the above developer-designer and/or manufacturer has provided it with all necessary technical and manufacturing data and the license for the repair/maintenance of said equipment. The company ensures that said license shall be valid throughout the period of its entry in the Register.

is neither a developer - designer or manufacturer of the equipment to be maintained/repared, nor a Licensee for the repair/maintenance of said equipment by their developer/designer/manufacturer, but it demonstrably provides maintenance services on internal combustion engines and/or turbochargers as requested in article 6.3.1.

[Electronic

signature

mark]

A. 9.2.5 – DECLARATION BY THE INTERESTED PARTY CONCERNING THE RELIANCE ON THE ECONOMIC AND FINANCIAL CAPACITY OF THIRD PARTIES

The company under the trade name [full trade name], having its registered seat in [country], [city], [street, number, area, postal code], registered in [name of competent commercial register of the seat] with number [.....] and [VAT or other tax identification number] number [.....], declares that it will rely on the economic and financial capacity of a third-party entity as follows:

Criterion	Details of the Third Party	Evidence (attached to this Declaration)
6.2.1		
6.2.2		
6.2.3		

The company assures PPC that it will have at its disposal the economic and financial support of the third party throughout the duration of its entry in the Register and during the execution of any contract that may be awarded to it.

[Electronic signature mark]

A. 9.2.6 (8.3a) THIRD PARTY DECLARATION TO SUPPORT THE ECONOMIC AND FINANCIAL STANDING OF THE INTERESTED PARTY

The company under the trade name [full trade name], having its registered seat in [country], [city], [street, number, area, postal code], registered in [name of competent commercial register of the seat] with number [.....] and [VAT or other tax identification number] number [.....], by virtue of the decision of [date] made by the [competent administrative organ of the company] in accordance with the company's articles of association and applicable by-laws and within the framework of the Pre-selection Procedure for the setting up of a providers register for the provision of maintenance services for internal combustion engines and turbochargers installed on islands carried out by PPC on the basis of Call for Participation No. **POPD-1928 has decided**

- To provide support to the Interested Party under the trade name [full trade name], having its registered seat in [country], [city], [street, number, area, postal code], registered in [name of competent commercial register of the seat] with number [.....] and [VAT or other tax identification number] number [.....] in relation to the following economic and financial standing criteria

Criterion	Analysis of the support provided	Evidence (attached to this Declaration)
6.2.1		
6.2.2		
6.2.3		

- To appoint [full name – capacity] to sign this Declaration and any other documents, statements and commitments in the name and on behalf of the company under this Pre-Selection Procedure and any subsequent related procedure.

[Electronic signature mark]

**A. 9.2.6 (8.3.b) – THIRD PARTY NO CONFLICT OF INTEREST AND EXCLUSION
GROUNDS DECLARATION**

The company under the trade name [full trade name], having its registered seat in [country], [city], [street, number, area, postal code], registered in [name of competent commercial register of the seat] with number [.....] and [VAT or other tax identification number] number [.....], declares that

- it does not fall under any of the following grounds for exclusion:
 - I. Participation in a criminal organization as defined in article 2 of Council Framework Decision 2008/841/JHA on the fight against organized crime,
 - II. Corruption - bribery, as defined in article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union and article 2(1) of Council Framework Decision 2003/568/JHA,
 - III. Fraud within the meaning of articles 386 and 386A of the Greek Penal Code or within the meaning of article 1 of the Convention on the protection of the European Communities' financial interests,
 - IV. Terrorist offenses or offenses linked to terrorist activities, as defined, respectively, in Directive (EU) 2017/541 of the European Parliament and of the Council on combating terrorism, or inciting or aiding or abetting or attempting to commit an offense,
 - V. Money laundering or terrorist financing, as defined in article 1 of Directive (EU) 2015/849 of the European Parliament and of the Council on the prevention of the use of the financial system for the purpose of money laundering or terrorist financing,
 - VI. Child labor and other forms of trafficking in human beings, as defined in article 2 of Directive 2011/36/EU of the European Parliament and of the Council,
 - VII. Serious or persistent failure to comply with environmental, social security and labor legislation,
 - VIII. Bankruptcy, reorganization, winding-up, administration, arrangement with creditors or suspension of business activities or any other similar situation.
- it is not in a situation of Conflict of Interest as referred to in article 5 of the Call for Participation.
- it undertakes, if requested by PPC, to provide within fifteen (15) working days from the request notification, the relevant evidence - supporting documents, proving the information stated in this Declaration.
- in the event of subsequent change of any information regarding the conditions for the absence of grounds for exclusion and the Conflict of Interest situation during the Pre-selection Procedure, it commits to notify PPC of such change without delay, otherwise PPC may reject the Participation Application.

[Electronic signature mark]

A. 9.2.6 (8.3.c) THIRD PARTY DECLARATION OF JOINT LIABILITY WITH INTERESTED PARTY FOR ECONOMIC AND FINANCIAL STANDING ISSUES

The company under the trade name [full trade name], having its registered seat in [country], [city], [street, number, area, postal code], registered in [name of competent commercial register of the seat] with number [.....] and [VAT or other tax identification number] number [.....], by virtue of the decision of [date] made by the [competent administrative organ of the company] in accordance with the company's articles of association and applicable by-laws and in relation to the criteria of economic and financial standing within the framework of the Pre-selection Procedure for the setting up of a providers register for the provision of maintenance services for internal combustion engines and turbochargers installed on islands carried out by PPC on the basis of Call for Participation No. **POPD-1928 declares** that

- it has read, understood and accepted the RWSS (available at https://eprocurement.dei.gr/images/kepy_dei_ae.pdf), and the Code of Ethical Conduct of PPC S.A. (available at https://www.dei.gr/media/sn4c32vc/kodikas-deontologikhs-sumperiphoras-09-06-2022_.pdf), and
- it undertakes towards PPC to be jointly and severally liable with the Interested Party for the execution of the contract that may be awarded to the latter, with regard to issues of economic and financial standing.

[Electronic signature mark]