

Human Resources
& Organisation

Organisation Department



REGULATIONS FOR WORKS, SUPPLIES AND SERVICES OF PPC S.A.
(RWSS)

BoD 53/19.05.2020

BoD 105/02.09.2021

BoD 4 / 09.02.2022

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Article 1 Definitions

Request participate:	to	The electronically submitted declaration of the Candidate that he/she wishes or accepts to participate in a Selection Procedure to be conducted in one or more Stages, along with the documents provided for in the relevant Invitation to Tender.
Successful Tenderer:		The Tenderer to whom PPC awards a Contract for the execution of a project or supply of material or provision of service.
Selection procedure:		Each of the procedures described in Article 3 and followed by PPC for the selection of the Tenderer who will execute a project, supply a material or provide a service.
Interested Party:		The natural or legal person or grouping of such persons or a temporary joint venture or consortium that offers on the market the execution of works, the supply of products or the provision of services, and expresses interest in participating in a Selection Procedure for the conclusion of contracts of such content with PPC.
Selection procedure criteria:		The criteria applied at the Company's discretion based on the scope of the Contract being pursued, in order to select the most suitable Tenderers or Candidates, evaluate their Tenders and identify the most economically advantageous Tender for the Company.
Invitation Tender:	to	The PPC document, as published or sent to the Interested Parties, inviting the Interested Parties to participate in a Selection Process.
Tenderer:		The Interested Party submitting a Tender for the conclusion of a contract, irrespective of the selection procedure.
Tender:		The electronically submitted declaration of the Tenderer by which he/she submits a proposal for the conclusion of a Contract with the Company under the terms specified in the relevant Invitation to Tender, along with the required documents.
Preferred Tenderer:		The Tenderer who, on the basis of the applied selection criteria for the selection of the Successful Tenderer, prevails over the other Tenderers in the Selection Procedure.
Contract:		The agreement, which is concluded in writing between PPC and the Successful Tenderer and which includes a set of terms necessary for the execution of a project, the supply of material or the provision of a service.

Procurement documents:	The documents published by PPC or sent to the Interested Parties as per case and which include the specific terms, procedures, conditions, technical specifications and any other data necessary for the preparation, submission and evaluation of tenders for the purpose of selecting the Successful Tenderer.
Candidate:	An Interested Party who has sought or has received an invitation to participate in a Selection Procedure to be conducted in one or more stages.

Article 2

Purpose of the Regulation – General Principles

1. The purpose of this Regulation is to inform the Interested Parties of the procedures that precede the conclusion of works, supplies and services contracts and by which PPC selects its Successful Tenderers.
2. When implementing the Selection Procedures, PPC shall adhere to the principles of transparency, equal and non-discriminatory treatment of the Interested Parties, protection of fair and free competition, protection of the environment and sustainable development, taking care to ensure the efficiency of the procedures for the conclusion of contracts.
3. PPC shall seek to enter into contracts for materials, services and works with less environmental impact throughout their life cycle, compared to materials, services and works that fulfil the same primary function which would have been the subject matter of the contract under other circumstances.

Article 3

Procedures for the selection of Successful Tenderers

1. When the selection of the Successful Tenderers for the execution of works, the supply of materials and the provision of services is carried out by means of a procedure under this Regulation, it may be carried out in one or more stages, in accordance with the provisions set out below and specified in the relevant Procurement Documents.
 - 1.1. Selection procedures in one Stage

In this procedure, each Interested Party shall be entitled to submit a Tender and the Successful Tenderer shall be selected from among the Tenderers, after evaluation of the Tenders on the basis of specific criteria, as specified in Article 4. The same Procedure may be applied to Candidates invited by PPC.
 - 1.2. Selection procedures in several Stages

In this procedure the number of Candidates is determined by PPC on the basis of specific conditions. Depending on the more specific provisions of the relevant Procurement Documents, the Candidates are either pre-selected from among all Interested Parties that have expressed interest or are invited from the outset by PPC. Subsequently, the Successful Tenderer is identified from among the Candidates either after evaluation of the submitted Tenders on the basis of specific criteria, or after participation of the Candidates in negotiations on the basis of the most economically advantageous tender or by a combination of the above procedures, as specified in Articles 10 and 11.
2. Except in the case of the application of a Selection Procedure under par. 1 subpar. 1.2, negotiations may be conducted following a decision by the competent body of the Company in the following cases:
 - 2.1. In applying the Selection Procedure under paragraph 1, subpar 1.1, between the competent for the selection body of the Company and
 - 2.1.1. the Preferred Tenderer, or
 - 2.1.2. the other Tenderers, in order of ranking, if the Preferred Tenderer withdraws its Tender or refuses to fulfil its obligations.
 - 2.2. With the other Tenderers, in order of ranking and provided that their Tenders are valid or they accept that their Tenders remain valid if, after the selection of the Successful Tenderer, no contract is signed with the latter or if such contract is terminated or cancelled for any reason whatsoever. Such negotiations may be conducted if, at the sole discretion of the Company, the same needs that were served by the original Selection Procedure continue to exist and the best interests of the Company are thereby best served.

In conducting the above negotiations, the Parties shall respect the principles set out in Article 2 par. 2.
3. The Invitation for the initiation of the Selection Procedure is published on the official website of the Company. At the Company's discretion, the Invitation to initiate the Selection Procedure in one or more Stages may be sent exclusively to selected Interested Parties.

4. The minimum period between the publication of the Invitation and the deadline for submission of Tenders is set at ten (10) days.
5. The publication of an Invitation or the conduct of any Selection Procedure shall not oblige the Company to complete it or ultimately to enter into a contract with anyone. On the contrary, the Company shall be entitled to extend the Selection Procedure, or to cancel or repeat it on the same or different terms at any time and at its absolute discretion. The Interested Parties participate in the Selection Procedures under this Regulation with full knowledge that they are bound by its provisions, in particular by this clause, and acknowledge that they alone shall bear any cost, charge or consequence resulting from their participation and expressly waive any claim for any expenses or damage they may suffer as a result of any extension, cancellation or repetition of a Selection Procedure.

Article 4
Selection Criteria for Tenderers, Candidates and Successful Tenderer -
Exclusion - Conflict of Interest

1. During the Process of Selection of the Successful Tenderer, the Company applies the criteria that in its judgment are appropriate for the selection of the most suitable Tenderers or Candidates based on the subject matter of the Contract being pursued. The Invitation to the Selection Procedure shall explicitly state the Criteria to be applied and how they are to be applied (pass/fail, weighted application, range of acceptable scores, etc.).
2. The applicable Criteria may relate to the following:
 - 2.1. Suitability to pursue the requested professional activity (e.g. registration in registers, fulfilment of required conditions under Law, etc.)
 - 2.2. Economic and financial standing (e.g. minimum turnover, financial statements, etc.)
 - 2.3. Technical and professional capacity (experience, staffing of teams, organisation, equipment, facilities, product quality, after-sales service, delivery terms, warranty, methodology, innovation, ease of manufacture, etc.)
 - 2.4. Quality assurance, environmental management, and health and safety certifications
 - 2.5. Environmental awareness and other green criteria (e.g. performance of the Interested Party in environmental stewardship, etc.)
 - 2.6. Social awareness (e.g. relationships with employees, suppliers, customers and local communities, etc.)
 - 2.7. Corporate Governance (e.g. control and internal audit procedures, etc.)
3. The Selection Procedure shall result in the selection of the Successful Tenderer that has submitted the most economically advantageous tender. This is the case when the Preferred Tender, depending on the requirements of the Invitation to Tender, has offered:
 - 3.1. Either the lowest price
The lowest price is obtained by comparing the prices of all Tenders on the same basis, in accordance with the conditions laid down in the Invitation to Tender, so as to respect the principle of equal treatment.
 - 3.2. Either the value for money
The quality-price ratio results from the consideration of various parameters, defined in relation to the subject matter of the contract, as well as of the price calculated on the same basis as per the above. The parameters taken into account include, but are not limited to, (a) the date of delivery or completion, (b) operating costs, (c) return on capital invested, (d) quality, (e) aesthetic and functional characteristics, (f) environmental characteristics, (g) technical merit, (h) after-sales service and technical assistance, (i) commitments with regard to spare parts, (j) security of supply, and any other element, depending on the particular needs of each specific contract. The parameters to be taken into account in each case and the relative weight of each of them in determining the quality-price ratio are specifically defined and included in the Invitation to Tender.

3.3. Either the best cost-effectiveness ratio

In order to determine the best cost-effectiveness ratio (life cycle costing), the submitted data (studies, drawings, descriptions, design and operation principles, etc.) concerning the equipment offered as well as the completeness of the documentation with regard to any deviation from the requirements of the Invitation to Tender proposed by the Tenderer shall be examined and assessed. In particular, deviations that are considered as technical and constructional particularities shall be examined in order to establish whether, based on the documentation, they may have any negative impact on the safety, the availability, the reliability, the life-cycle, the functionality and required ease of maintenance of the equipment, the operating costs, the maintenance costs and the optimal use of the available space. As regards other deviations, it shall be examined whether the equipment offered is suitable for the intended use.

On the basis of the documentation submitted it shall be examined and assessed whether the proposed Equivalent Technical Specifications meet the requirements of the Company, as specified in the Invitation to Tender, in an equivalent manner.

The technical elements of the tenders involved in the cost-efficiency determination, such as, but not limited to: (a) the time periods taken into account in the calculation of the operation and maintenance costs and the method of their calculation, (b) the specific fuel consumption, auxiliary consumption, transformer losses, etc., (c) the quantities of spare parts and maintenance works, and the conditions of any surcharging of tenders based on unit prices offered by the Tenderer shall be examined and verified.

The costs imputed to environmental externalities linked to the product, service or project during its life cycle may also be included, provided that their financial value can be determined and verified. Such costs may include the costs of greenhouse gas and other pollutant emissions and the costs of mitigating climate change.

4. The Company may exclude from the Selection Procedures any Interested Parties whose reliability and integrity are called into question and who, according to the Company, have not taken the adequate measures to remedy the situation. The following are also grounds for exclusion:
- 4.1. Participation in a criminal organisation;
 - 4.2. Corruption – bribery;
 - 4.3. Fraud within the meaning of Articles 386 and 386A of the Criminal Code;
 - 4.4. Terrorism;
 - 4.5. Money laundering or terrorist financing;
 - 4.6. Child labour and other forms of trafficking in human beings;
 - 4.7. Non-payment of taxes or social security contributions;
 - 4.8. Serious or persistent failure to comply with the environmental, social security and labour legislation;
 - 4.9. Bankruptcy, insolvency, winding-up proceedings, liquidation or arrangement with creditors, suspension of business activities or any other analogous situation;
 - 4.10. Grave professional misconduct which has been the subject of a final judgment by a competent disciplinary body or court;
 - 4.11. Conviction for serious misrepresentation;

- 4.12. Undue influence of decision-making process, unlawful acquisition of confidential information and misleading information;
- 4.13. Agreements to distort competition;
- 4.14. Failure to remedy any conflict of interest;
- 4.15. Failure to remedy any distortion of competition from prior involvement in the preparation of the contract process;
- 4.16. Significant or persistent deficiencies in the performance of a substantive requirement under a prior contract.

The relevant documents and certificates required for the verification of the absence of the abovementioned grounds for exclusion (documents of participation of the Tenderer, criminal convictions, payment of taxes or social security contributions, solvency, conflict of interest or professional misconduct, etc.) are specified in the relevant Invitation to Tender.

- 5. Unless otherwise specified in the Invitation to Tender, Interested Parties may participate in a Selection Procedure individually or in grouping, joint venture or consortium. Interested parties must themselves possess the required professional, financial and technical capacity or may rely on the experience or capacities of third parties not participating in the Selection Procedure as Tenderers or Candidates, provided that they can prove that they have an appropriate for this purpose legal relationship with the third parties that is satisfactory to the Company. In the case of reliance on the experience or capacities of a third party, the Company shall be entitled to examine whether the grounds referred to in paragraph 4 apply to the third party and the Tenderer shall be obliged to furnish any information requested by the Company for this purpose. If in the Company's opinion there are grounds for exclusion of the third party, either the Tender is rejected, or it is requested that the third party be replaced.
- 6. Tenderers submitting a Tender in the context of the same Selection Procedure as members of several schemes (partnerships, joint ventures, consortia) shall be excluded, together with all the members of the schemes in which they participate, if it is established that competition has been distorted as a result of this multiple participation.
- 7. Tenderers or Candidates must include in their Tender a declaration of no conflict of interest. A conflict of interest exists in particular when members of the staff of PPC S.A. or of a service provider for the conclusion of a contract acting on behalf of PPC, who are involved in the conduct of the Selection Procedure or may influence its outcome, have, directly or indirectly, a financial, economic or other personal interest, which could be perceived as affecting their impartiality and independence in the context of the Selection Procedure, and even more specifically in accordance with the provisions of PPC's Conflict of Interest Policy, as applicable and posted on the Company's website.

Article 5
Technical Specifications

1. The Technical Specifications shall determine with the necessary completeness the requested kind (work, material or service), and its necessary characteristics, so as:
 - 1.1. to be suitable for the use for which it is intended by the Company,
 - 1.2. to create the objective basis for the final selection in the most satisfactory manner to PPC,
 - 1.3. not to create unjustified obstacles to the participation of potential Tenderers.
2. PPC prepares the Technical Specifications for works, supplies and services in a way that contributes to the protection of the environment.
3. PPC, irrespective of the type of Technical Specifications it adopts on a case by case basis, also accepts and examines tenders in which the requirements of the Technical Specifications are met in an equivalent manner. It is the responsibility of the Tenderers to prove such equivalence in an adequate manner and by appropriate means. A manufacturer's technical documentation or a test report from a recognised body may constitute an appropriate means. Recognised bodies are testing laboratories, calibration laboratories, inspection bodies and certification bodies that meet the applicable European Standards. Acceptance or non-acceptance of such equivalence shall be determined by the competent body of the Company. The relevant conclusion shall be communicated to the Tenderer at the stage of technical evaluation of the Tenders.

Article 6

Tendering Systems

The financial part of the Tenders shall be drawn up in accordance with the provisions of the Invitation for each Selection Procedure. By way of example, systems that may be applied individually or in combination are as follows:

1. Tender involving a single discount rate on the prices of the price list for the service in question;
2. Tender involving individual discount rates per price groups on the grouped prices of the price list, checking for any disproportion between these individual discount rates.
3. Filling in of a blank price list and checking for any disproportion between these prices.
4. Breaking down of financial value into its cost constituents.
5. Tender involving engineering and construction with a lump sum contract price for the whole contract or parts thereof.

Article 7 Content of the Invitation to Tender

1. The Invitation to Tender specifies the type of Selection Procedure and the subject matter of the Contract and includes Procurement Documents which form an integral part thereof. The Invitation to Tender shall specify the order of prevalence of the Procurement Documents, should they contain conflicting elements. As a general rule, the Documents included are as follows:
 - 1.1. Terms and Guidelines to Tenderers or Candidates, along with the following Annexes:
 - Annex I: Template Financial Tender
 - Annex II: Price Allocation Table (in the case of joint venture/consortium)
 - Annex XII: Template Experience and Recommendations Tables (if applicable)
 - Annex IV: Templates of Technical Specifications' Equivalents and Technical and Commercial Deviations (if applicable)
 - Annex V: Terms for Electronic Auctions and Instructions for the use of the Electronic Auction System
 - 1.2. Draft Contract Agreement
 - 1.3. Draft Special Terms of Contract, if applicable
 - 1.4. Technical Specifications and (if applicable) Drawings
 - 1.5. General Terms of the Contract
 - 1.6. Insurances Document (if applicable)
 - 1.7. Templates' Document [Participation documents of Tenderer, Declaration of acceptance of the terms of the Contract Notice and the validity period of the Tender, Declaration on the absence of Grounds for Exclusion, Declaration of Joint Liability for Joint Ventures/Consortiums, Letters of Guarantee (Participation in the Tendering process, Advance Payment, Good Performance, Good Operation, for Materials supplied by PPC S.A. to the Successful Tenderer) (if applicable)]
 - 1.8. Draft Contract of Long-Term Maintenance (if applicable)
2. Where a Selection Procedure is conducted in several Stages, those of the abovementioned Documents which are not compatible with the procedure shall be omitted; the Company shall provide information on the stages of the negotiations and the issues to be negotiated.
3. The Interested Parties shall have access to the Procurement Documents and download the contents thereof in accordance with the instructions provided on the official website of the Company or with any instructions that the Company may specifically communicate to the Tenderers or Candidates.
4. The Invitation to Tender shall be drawn up in the Greek or English language, at the Company's discretion. In the case of a bilingual Invitation to Tender, the prevailing language version must be specified, should there be any inconsistency or conflict. Where the Invitation to Tender is drawn up in English only, a summary of the Invitation to Tender shall also be published in Greek.

5. Any amendment to the Invitation to Tender shall be accompanied by a supplement, which shall be published in the same way as the initial Invitation to Tender.

Article 8 Electronic Procedure Safeguards

The Selection Procedures are conducted electronically through a special system which, with the use of technical means and specific procedures, ensures that:

1. the exact time and date of receipt of Tenders are specified;
2. only authorised persons may set or modify the dates of opening of tenders received;
3. at the various stages of the procedure, access to all or part of the information submitted is allowed only to duly authorised persons and only after the specified date and time; and,
4. in the event of a breach or attempted breach of the prohibitions or the terms of access referred to above, it shall be dully ensured that these breaches or attempted breaches are clearly detectable.

Article 9 Submission of Tenders and Requests to Participate

1. Tenders and Requests to Participate shall be submitted by Tenderers or Candidates respectively via electronic means, with a starting date and a closing date and time for submission as specified in the relevant Invitation to Tender. No Tender or Request to Participate may be submitted after the expiry of the abovementioned closing date and time. If, exceptionally, the Selection Procedure is conducted in printed form, the terms of this Regulation shall apply, adapted accordingly.
2. Tenders and Requests to Participate shall include in electronic form all the information specified in the Invitation to Tender and shall be submitted electronically to the system, in accordance with the terms of the Invitation to Tender and the user instructions for the system. In particular for Tenders:
The electronic envelop A contains the participation supportive documents of the Tenderer/Candidate and any other relevant information required.
The electronic envelop B contains the 'technical tender' and any other relevant technical information required.
The electronic envelop C contains the 'financial tender'.
3. Tenders must be digitally signed on the first or last page of each document submitted (declarations, description of the material, service or project tendered, drawings, etc.) by a person or persons authorized by the Tenderer for this purpose. The language in which Tenders are drawn up shall be the language specified in the Invitation to Tender.
4. The Invitation to Tender shall indicate whether or not it is required to provide a letter of guarantee for the participation of the Interested Parties in the Procedure, as well as the amount of such letter of guarantee. If it is required to provide a letter of guarantee, Tenderers shall initially submit it electronically and then, under penalty of rejection of the Tender, submit the original to the competent Service for the Conduct of the Procedure within three (3) days from the closing date for electronic submission of Tenders.
5. In cases of postponement or cancellation of the Procedure, Tenders already submitted shall remain in the system, without being accessible to anyone.
6. In case of extension of the deadline for the submission of Tenders, the Tenders already submitted shall remain valid unless the Tenderers withdraw or replace them by other Tenders within the new deadline. The period of validity of Tenders submitted and not withdrawn by Tenderers shall be automatically extended by the corresponding period.
7. The Invitation to Tender shall indicate whether or not Tenderers may submit alternative Tenders and, if so, it shall specify the minimum requirements to be met and the specific requirements for their presentation.

8. If Tenderers include in their Tenders information that can reasonably be classified as confidential, they shall clearly mark them as such so as not to be disclosed to third parties. In particular, information concerning technological or trade secrets or intellectual property may be considered confidential. Tenderers shall be obliged to substantiate in a separate document the reasonableness of their request for non-disclosure of such documents to third parties. In any case, unit prices, quantities offered, elements of the technical Tender used for its evaluation and the financial Tender cannot be marked as confidential. The decision as to whether or not to disclose the documents to other Tenderers in the context of the selection procedure is to be taken by the Committee conducting the procedure, which shall take into account in particular the legal basis for the confidentiality provided by the Tenderer concerned and any objections raised by other Tenderers participating in the Procedure. If the Committee considers that the information should be disclosed, it shall inform the Tenderer, who may either consent to such disclosure or withdraw from the Selection Procedure in order to avoid disclosure.
9. Tenders shall be considered as a proposal towards PPC and not as an acceptance of proposal.

Article 10 Opening and Evaluation of Tenders

1. The electronic opening and evaluation of Tenders shall be carried out, following special briefing of the Tenderers, in stages in accordance with those specified in the Invitation to Tender, by a Committee established for this purpose by the competent body of the Company. After each stage, the Committee shall draw up a special record of proceedings (minutes), which shall be communicated to all Tenderers participating in the respective stage via relevant electronic message through the system. The terms of the Article hereof shall apply, unless otherwise provided for in the Invitation to Tender and the Procurement Documents.
2. Initially, Envelop A shall be opened and the Committee shall check whether the participation documents and any other documents required by the Invitation to Tender are included therein, shall classify the Tenders as formally admissible or non-admissible and shall draw up the relevant minutes which are entered into the system. The outcome of the formal evaluation of the Tenders shall be communicated to all Tenderers via relevant e-mail.
3. Unless otherwise provided for in the Invitation to Tender, the list of formally admissible Tenders shall be finalised after any objections have been examined. The electronic opening of Envelope B of the admissible Tenders shall then be carried out. The Committee shall evaluate the technical part of the tenders in accordance with the provisions of the Invitation to Tender and shall draw up the minutes which are entered into the system. The result of the evaluation of the technical Tenders shall be communicated to all Tenderers via e-mail.
4. Where provided for in the Invitation to Tender, the opening of Envelopes A and B of Tenders may be carried out in one stage and the procedure laid down in paragraphs 2 and 3 of the Article hereof shall be adapted accordingly.
5. Unless otherwise provided for in the Invitation to Tender, the list of Tenders that are deemed admissible shall be opened electronically by the Committee and all Tenderers participating in this stage shall have full electronic access to their contents. Unless otherwise provided for in the Invitation to Tender, Tenderers whose tenders are rejected shall have the right to file an objection in accordance with the provisions of article 12 hereof.
6. The Invitation to Tender may provide that Envelopes B and C of the Tenders are to be opened simultaneously, in particular if the award criterion is exclusively the lowest price. In such cases, the procedure laid down in paragraphs 3 and 5 of this Article shall be adapted accordingly.
7. The final evaluation and ranking of the Tenders shall be based on the criteria set out in the Invitation to Tender. The Committee shall draw up the final evaluation minutes along with its proposals, either indicating the Preferred Tenderer or recommending the cancellation of the procedure and shall submit it to the Service requesting the selection of Successful Tenderer. The said Service shall forward the

minutes, along with its views, to the Company's body authorized to approve the outcome of the procedure. If provided for in the Invitation to Tender, the Service may seek to improve the financial Tender of the Preferred Tenderer.

8. For the technical evaluation, the Committee shall be allowed to correspond directly with the Tenderers in order to request clarifications and supplementary supporting data with regard to technical issues.
9. During the financial evaluation stage, the Committee may request from Tenderers clarifications on the financial data of their Tenders.
10. Tenderers shall be entitled to provide only the supplementary technical or financial data requested, as stated above.
11. Counter-tenders of any kind whatsoever shall not be admitted and shall be rejected.
12. Tenders which are definitively rejected shall not be taken into consideration and shall neither be opened nor further evaluated at the subsequent stages of the Procedure and the original Participation Letter of Guarantee being issued shall be returned to its issuer.

Article 11
Special Terms for Selection Procedures in more Stages

1. The selection of Tenderers among the Candidates shall be made by the Committee on the basis of the criteria set out in the Invitation to Tender.
 2. Unless otherwise specified in the Invitation to Tender, the electronic opening of the Requests to Participate shall be carried out by applying the provisions of Article 10 par. 2, 3 and 5 hereof.
 3. Only those Candidates who meet the participation requirements and have definitively qualified for the subsequent Stages of the Procedure may participate in each Stage of the Procedure.
Each Stage may be conducted in successive phases, in accordance with the provisions of the Invitation to Tender and may concern:
 - 3.1. Negotiations with Candidates on the initial and all subsequent tenders to be submitted, excluding the final Tender, with a view to improving their content.
The Committee shall negotiate with the Candidates for each part (technical part, commercial part, financial part) separately. Unless otherwise provided for, the negotiation of the financial part of the Invitation to Tender shall take place after the negotiation of the technical and commercial part.
 - 3.2. Dialogue to reduce the number of solutions under consideration until PPC can identify the solution(s) that may meet its needs.
 - 3.3. Research and innovation, which may involve the manufacture of products, the provision of services or the completion of works, by setting intermediate targets to be achieved by Candidates and providing for the payment of the remuneration in appropriate instalments.
- The entire procedure shall be carried out in strict compliance with the principle of equal treatment, without discrimination of any kind against Candidates.
4. After the completion of the above Stages and unless otherwise provided for in the Invitation to Tender, Article 10 paragraphs (7), (8), (9) and (10) shall apply mutatis mutandis to the procedure for the selection of the Successful Tenderer among the preselected Tenderers.

Article 12 Objections

1. If provided for in the Invitation to Tender, Tenderers and Candidates may file objections to the minutes issued by the Selection Committee within five (5) days from the electronic posting of the relevant minutes. The objection must be clear and concise, in no case exceeding 1,500 words, and must be accompanied by any evidence necessary to substantiate the claims contained therein. If it also concerns the participation of another Tenderer, it must be communicated to the latter electronically within the same deadline. Any Tenderer affected by any objection may submit a memorandum which must meet the requirements applying to the objection document. The above documents shall be received by the competent service for the selection of the Successful Tenderer, which, depending on the provisions of the Invitation to Tender, may decide on the objection or refer it to another body of the Company for decision.
The decision on the objections shall be irrevocable and may not be contested before PPC competent bodies.
2. The submission of objections shall not automatically preclude the continuation of the Selection Procedure and the eventual acceptance of the objections shall not affect the validity of the Selection Procedure, but may lead, at the discretion of the competent body, to the reformulation of the contested minutes or to the repetition of a phase or Stage of the Procedure.

Article 13
Participant Horizontal Exclusion

1. PPC shall retain the right to exclude an Interested Party from the Selection Procedures, temporarily or definitively, if a prior Contract has been terminated or the Company has become aware that the Interested Party has been convicted by final judgment for violation of the environmental, social or labour law or if it does not enjoy the requisite trustworthiness or did not demonstrate the appropriate professional conduct towards the Company.
2. The exclusion shall be notified in writing by an extra-judicial statement or by registered letter to the Interested Party. The Interested Party shall have the right to file an objection, which shall be examined by the competent body of the Company.

Article 14
Completion of the Selection Procedure - Drawing up of the Contract

1. The Selection Procedure shall be completed upon decision of the competent body of PPC, for the selection of the Successful Tenderer who has been identified as Preferred Tenderer, and who shall be invited to sign the relevant Contract. This decision shall be submitted to the system and notified to the Preferred Tenderer.
2. Once the Private Contract Agreement has been drawn up and the documents required on a case by case basis have been submitted, the Preferred Tenderer shall be invited to sign it within the prescribed time limit.
3. The submission of the information and supporting documents required for the verification of absence of the stipulated grounds for exclusion of the Preferred Tenderer shall be requested, in the event that PPC has indications that one or more of the above grounds exist or have occurred.
4. The contracts shall be drawn up in the Greek language. In the event that the Successful Tenderers are a foreign firm, the contract may also be drawn up in English, with an explicit reference to the prevailing language version. The description of the material and the technical details may be drawn up in the English language only.
5. Depending on the specific requirements of each Contract, the Successful Tenderer may be requested to draw up a "confidentiality agreement" and/or "personal data processing agreement" in accordance with PPC template documents, which will form an integral part of the contracts in question and which shall include the obligations and liabilities of the Successful Tenderers to comply, inter alia, with the relevant provisions of national and European legislation on personal data protection, including Regulation 679/2016 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and the free movement of this data, as applicable.

Article 15

Validity during the Transitional Period

The present Regulation and any subsequent amendment thereto shall be approved by the Board of Directors and shall apply to the Selection Procedures following its approval. The Selection Procedures being in progress prior to any amendment to this Regulation shall continue to be conducted based on the version in force at the time they were initiated, unless otherwise specified in a supplement issued pursuant to Article 7, paragraph 5 hereof.