



Call for tenders No: POPD-EKP0090

Date:

Object: "Disposal (Sale) of Materials/Parts at
the Warehouse 1001 (502) of LCWM"

CALL FOR TENDERS

ISSUE 1 OF 5

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OBJECT: "Disposal (Sale) of Materials/Parts at Warehouse 1001 (502) of LCWM"

TERMS AND INSTRUCTIONS TO TENDERERS

The Public Power Corporation S.A. (hereinafter referred to as PPC or the Company), 30 Chalkokondyli Street, 104 32, Athens, hereby invites

- all interested parties

to an Electronic Tender Procedure, as per the terms of this Call, to be completed in a single (1) Stage, for the award of the project entitled "Disposal (Sale) of Materials/Parts at Warehouse 1001 (502) of LCWM".

The Tender Procedure shall be carried out in the form of a Bid through free completion of an open Quotation.

The materials/parts are available for sale. Participants are required to submit a tender for the entirety of the materials/parts per group of products.

The Contractor shall be selected based on the most advantageous tender, which shall be determined on the basis of the highest overall price offered for all materials/parts per group of products

Article 1 Tender Division - Place, time of submission and opening of tenders

- 1.1. The PPC Division responsible for carrying out the Selection Procedure is the Production Operations Procurement Division (22, Chalkokondyli Street, GR- 104 32 Athens, Tel.: 0030-2105292598).
Contact persons: Ms. Areti Stathi (tel.: 0030-2105292028) and Mr. Georgios Nikolakopoulos (tel.: 0030-2105292598), reachable also by email at A.Stathi@ppcgroup.com, G.Nikolakopoulos@ppcgroup.com and Certificates shall be delivered following a telephone communication with Mr. George Tzikas (tel: 0030-6908042351) and Mrs. Pagouni Matio (tel: 0030-6948401824) (E-mail: g.tzikas@ppcgroup.com and m.pagouni@ppcgroup.com)
- 1.2. The tendering procedure shall be conducted through the "tenderONE" platform of cosmoONE of the PPC Electronic Contracts System, hereinafter referred to as the
- 1.3. "System", on the www.cosmo-one.gr or www.marketsite.gr portals.
The System warrants:
 - (a) The time and date of accepting the tenders are precisely determined.
 - (b) No one will be granted any access to information transmitted under the above-mentioned requirements prior to the specified dates.
 - (c) Only authorized persons can fix or change the opening dates of the received tenders.
 - (d) Throughout the Selection Procedure stages, all or part of the information submitted may be accessed only by duly authorised persons.

- (e) Access to transmitted information is only permitted to authorized persons and only after the specified date and time.
- (f) Access to the information received and opened in compliance with the said requirements is permitted only to persons authorized to be notified thereof.
- (g) In any event of violation or attempted violation of the restrictions and/or the terms of access, as per (b) (c) (d) (e) & (f), such violations or attempted violations shall be clearly detectable.

1.4. A prerequisite for participation of the interested parties is their registration in the System. Upon successful registration, they will be provided with the System Access Codes, required for system access acquisition and tender submissions.

Registration does not entail any costs for the interested parties.

Interested parties can download free of charge the User Instructions for Registration and the System's User Manual from the Company's official website, <https://eprocurement.dei.gr> →Electronic Submission.

Candidates that have already been granted access to the System are not required to register again. Nevertheless, upon logging into the System, Candidates are advised to promptly update any personal information.

In addition, in case of no previous business partnership between the candidate and PPC, the Stakeholder shall contact the relevant Division in order to electronically receive the relevant form, and fill in the necessary information for its registration by PPC to the PPC's Electronic Procurement System.

1.5. In order to submit a tender as part of the Selection Procedure, interested parties are required to have a qualified digital signature of their own (for natural persons) or of their legal representative(s) (for legal persons) issued by a qualified certificate services provider. It is noted that the time-stamping of the qualified digital signature shall originate from a certified timestamp authority, such as the "Ermis National Portal" or the "Hellenic Institute of Metrology".

Foreign interested parties are not required to sign the documents hereof using a qualified digital signature, but they may authenticate them in any other appropriate way, provided that their country of origin does not require the use of a qualified digital signature in public procurement procedures. In such cases, the tender is accompanied by a declaration stating that the country of origin does not provide for the use of qualified digital signature or that the country of origin does not require the use of qualified digital signature for the participation in public procurement procedures.

1.6. Tenders shall be submitted by interested parties electronically with submission commencement date on Wednesday 23.07.2025 and closing date and time on Thursday 07.08.2025 at 13:00.

After the expiry of the above closing date and time, the submission of tenders is not possible.

Article 2

Place, outline and key features of the contract scope

2.1 Place of receipt of the materials/parts under the Contract

The materials/parts will be collected from the Warehouse 1001 (502) of LCWM as detailed in Tender Document 3 "TECHNICAL SPECIFICATION".

2.2 Scope

The Contract scope consists in the disposal for sale of all materials/parts stored at the Warehouse 1001 (502) of LCWM.

A detailed description of the listed materials/parts is set out in Annex II hereto in electronic (pdf) format, in accordance with Article 5, paragraph 5.1, of this Tender Document, as well as in Document 3 "Technical Specification".

The Contractor shall collect the materials/parts with their own staff and vehicles. The Contractor shall be responsible for carrying out any metal separation operations necessary. The Contractor must also be able to collect the materials/parts, by their own care and at their own cost, after taking all necessary measures as per the instructions of the competent authorities, in an environmentally sound manner, in accordance with the applicable laws, within the Company's warehouse. Lastly, the Contractor shall be liable to leave the collection areas in good order. All vehicles to be used to carry out the contracted works will be legally licensed and insured in accordance with the Law.

2.3 Deadlines

The Contractor undertakes the obligation to comply with the deadlines specified below:

2.3.1 Payment for the materials shall be made in a single installment within ten (10) days from the effective date of the Contract.

2.3.2 Within fifteen (15) days from the effective date of the Contract, the Contractor is required to submit to the Supervising Authority all necessary supporting documents stipulated in the Contract for the commencement of the works.

2.3.3 The procedure for the acceptance of the materials must be completed within one (1) month from the commencement date of the works and the signing of the Contractor's installation protocol.

2.4 Interested parties are required to submit a tender:

- Quoted prices shall apply to the total quantity set out in the Call for Tenders for all materials/parts per product group. Tenders for part of the quantities to be sold or divested will not be accepted and will be rejected.

Article 3 **Participation in the Selection Procedure**

3.1 Participation right

All interested parties (natural or legal persons or partnerships/associations thereof) established in any country and meeting in full all the requirements of this Article may participate in the Selection Procedure.

3.2 Selection criteria

Each tenderer must, according to the terms and requirements of the Call, fully satisfy all of the following selection criteria:

3.2.A Eligibility

3.2.A.1 In the case of a natural or legal person, that person and, in the case of a partnership/association of persons, each member thereof must be registered in the relevant professional or commercial registers kept in Greece or in the country of establishment thereof for a business activity related to the object of the contract.

3.2.B Financial and credit standing
Not applicable

3.2.C Technical and professional capacity

3.2.C.1 Interested parties must deploy duly qualified staff and suitable equipment and means of transport.

More specifically:

- For collection of materials / parts, tenderers must own all equipment necessary to collect the materials (grabs, magnets, cranes, etc.) by their own care and at their own cost, after taking all necessary measures as per the instructions of the competent authorities, in an environmentally sound manner, in accordance with the applicable laws.
- Moreover, due to the location and size of the materials to be disposed, the Contractor must provide additional qualified staff to carry out all necessary transports.
- The Contractor is exclusively liable to use duly qualified staff and suitable equipment and comply with all applicable OSH regulations and environmental requirements.
The Contractor shall be liable to leave the collection areas in good order.
- All vehicles to be used to carry out the contracted works will be legally licensed and insured in accordance with the Law.

More specifically:

For each means of transport (self-propelled vehicle, trailer and/or other piece of machinery) to be used in non-hazardous waste collection and transport operations, the Contractor shall submit the following:

- Registration certificate indicating that the vehicle is permitted to carry the materials and that there is an insurance policy in place for non-hazardous waste collection-transport operations as per Article 52 (3) (e) of Law 4819/2021.
- Valid insurance policy and technical inspection certificate (KTEO) issued for the vehicle.
- In case of use of a public vehicle: private agreement entered with the vehicle's owner.
- Lifting equipment inspection certificate and operator's licence (class 2 or higher) for vehicles fitted with lifting equipment.
- Valid driving licence for each declared driver

3.2.C.2 As a prerequisite of the performance of collection/transport operations, the operator must hold and submit as part of their tender an insurance policy for an amount of one hundred thousand Euros (EUR 100,000.00) per year minimum, indicating that the insurance coverage covers damages caused to third parties and the cost of restoration of environmental damage.

The Contractor undertakes to timely renew the above licences (their own or those of their business partners) in case they are expired at the date the Contract is signed and to present valid licences at such date. The Contractor is also exclusively liable to renew the above licences in case they expire any time during the Contract term.

3.3 Tenderer's personal status - Non-exclusion grounds

Each Tenderer shall be excluded from participation in the procurement Procedure, if one or more of the following grounds apply to it (if it is a natural or legal person) or to one of its members (in the case of a partnership/association of natural or legal persons) or to the provider of financial, technical and/or professional support to the Tenderer:

- a. in the template of the Declaration on Non-Exclusion attached hereto to be filled in and signed by the tenderers
- b. in addition to the relevant provisions, conflict of interests shall be considered to exist, among others, when the above persons or members of a partnership or service providers maintain any active (in particular stable) relationship or cooperation, for which there is a case of conflict of interests in accordance with the international practice, professional or even personal / kinship relation with any natural or legal person who operates under professional capacity in any branch of the energy market, which is competitive to PPC and/or with its main shareholders and/or any professional relationship with the competent supervisory authorities, as well as with a major contractor, customer or supplier.
Such relations should first of all be notified to PPC, which reserves the right to make the relevant, in accordance with international practice, assessment and reach a judgement as to whether there is such a conflict of interest on this ground that may reasonably lead to the exclusion of the relevant tender.

Non-existence of any grounds for exclusion shall be checked and certified as per paragraph 11.2.4 hereof.

3.4 Participation of the same natural or legal person in more than one Tenderers

Tenders offered by a member of a tendering partnership /association of persons who submits a tender both as a member of another tendering partnership /association of persons and separately, shall be excluded from further participation in the Procedure if, up to the time of the completion of the Selection Procedure, distortion of competition due to this reason is found.

In the event that affiliated companies submit more than one tender in the Selection Procedure either as members of a partnership of independent (non-affiliated) companies or separately, their tenders shall be excluded from further participation in the Procedure if, up to the time of the award of the results of the Procedure, distortion of competition due to this reason is found.

Article 4

Type of partnership/association of natural and/or legal persons

In the event that the Preferred Tenderer is a partnership/association of natural and/or legal persons, all members will be selected as Contractors, and a provision will be added in the contract agreement according to which the members of the partnership / association shall be fully, jointly and severally liable to PPC and each one separately will be represented by a joint representative, and PPC will control the substantial participation in the partnership/association of all its members throughout the term of validity of the contract.

In the event that the tendering partnership/association is a group of companies (informal partnership/ association of persons without tax and legal status) the tender must be formulated in such a way as to ensure separate invoicing by the members of the group in accordance with Greek tax legislation and practice.

Otherwise, where the tender does not meet the above condition, if the Tenderer is selected as a Contractor, they are obliged, before signing the contract, to include a legal/tax form that will allow joint invoicing and then for the signing of the contract they must also submit a certified copy of the document proving that the aforementioned requirement is met.

Article 5

Receipt of Tender information

- 5.1 The issues of the Call, as referred to in paragraph 6.1. of this issue, shall be available electronically, at the official website of the Company: <https://eprocurement.dei.gr> as well as on the electronic platform "tenderONE" of cosmoONE of the PPC Electronic Contracts System (hereinafter: "the System") at www.cosmo-one.gr or www.marketsite.gr, where they will remain posted until expiry of the tender submission deadline.
- 5.2 Interested parties that have been registered in the System as recipients of the Call may request clarifications on the content of the issues of this Call, no later than five (5) days prior to the final date for the electronic submission of tenders.
Requests to provide information or clarifications or to carry out an on-site visit submitted outside the above deadlines will not be considered.
- 5.3 The relevant requests for the provision of clarifications shall be submitted electronically by the interested parties registered in the System and through it, namely by those who have the respective credentials that they have been provided with (user name and password). The electronic file with the text of the questions, must be digitally signed.
- 5.4 No later than three (3) days prior to the deadline for the electronic submission of tenders, PPC will provide, through the electronic platform of the System, the necessary clarifications and any additional information regarding the requirements and terms of the Procedure and the draft contract.
PPC will not answer to questions submitted via e-mail or by submission of questions to the Secretariat of the PPC Division and outside of the platform of the System.
No candidate can, in any case, rely on oral or telephone answers on behalf of PPC.

Article 6

Tender Documents

6.1 This Call consists of all of the following documents:

1. Terms and Instructions to the Tenderers following the Annexes below:
 - Annex I: Financial Offer Form
 - Annex II: One (1) electronic pdf file containing a Description of the Materials, Codes, etc. of the warehouse
In particular, Annex II, including a detailed description of the materials forming the scope of this Call for Tenders, is available only in electronic pdf format.
 - Annex III: Table of subcontractors
 - Annex IV: Contractor Performance Evaluation System
2. Contract Agreement
3. Technical Specifications
4. General Terms of the Contract
5. Templates, including:
 - a. Declaration of tenderer's eligibility
 - b. Declaration of acceptance of the terms of the Selection Procedure & Tender validity period - Declaration of awareness of the condition of the materials
 - c. Declaration on Non-Exclusion Grounds (DMSLA)
 - d. Declaration of joint liability for Partnerships/Associations
 - e. Letter of Guarantee for Participation to the Selection Procedure
 - f. Performance Guarantee

6.2 The order in which the following issues are listed sets the validity order of each one's terms, in the event of deviations in the text or in the interpretation of the terms of two or more Issues. The same applies to the validity order between the issues and their annexes/appendices.

Article 7 Tendering System

- 7.1 The Contractor shall be selected based on the most economically advantageous tender, which shall be determined based on the highest price per warehouse. Tenderers must submit one tender offer quoting a single price for each item offered. Tenderers are required to specify the items to be sold and/or disposed of when submitting their tenders and to submit a tender for all materials in the warehouse. Tender offers for only part of the requested quantities will not be accepted and further evaluated.
- 7.2 Tenderers are obliged to fill in, on penalty of rejection, the prices and/or the prices of their financial offer in the relevant form of the System. They are also obliged, on penalty of rejection, to submit their financial offer also in digitally signed printed version of a portable document format file (pdf) in accordance with the relevant form attached to this issue and with the instructions of the user manual of the System.
- 7.3 Tenderers are obliged to tender prices/price exclusively in EURO. If the Tenderer fails to comply with this requirement, their tender will be rejected. On penalty of invalidity of the corresponding tenders, no dependence whatsoever of the offered prices from the exchange rate of the currency of the tender with any other currency shall be permitted.
- 7.4 All amounts of the financial offer must be indicated in numbers and in words in the appropriate boxes.

However, in case of discrepancies, the prices written in full will prevail.

7.5 The above tender prices are fixed and not subject to any readjustment.

7.6 The financial offer forms provided by this Call shall be the following:

- Financial Offer Form for Materials intended for Sale

Article 8 Tender Effective Term

8.1 Tenderers shall be bound by their tender offers for a period of one hundred twenty (120) days. The effective term shall begin on the day following the closing date for the submission of tenders. They also guarantee that their tender is final, not capable of being withdrawn or modified during its initial term of validity or as the latter will be extended in accordance with the following provisions, and that they cannot require any adjustment of its prices after their potential selection as a Contractor.

The tenderers accept by participating in the Procedure the extension of the validity of their tender for successive intervals of thirty (30) days or, at the request of PPC and the consent of the Tenderer, for longer intervals from the respective date of its expiry and until the completion of the Procedure in accordance with article 15 of this issue, unless, prior to its expiry from time to time, the Tenderer declares otherwise and does not extend it. It is clarified that the non-acceptance of the extension of the validity is acceptable only after the completion of the respective effective term of the tender, as it has been formed on the basis of the above, and provided that the Tenderer notifies the Company, by means of a digitally signed letter via the System before the respective expiration, of the non-renewal of its validity.

For the extension of the effective term of the tender beyond eleven (11) months from the closing date for the submission of tenders, the prior consent of the Tenderer and the issuer of the Participation Letter of Guarantee is required.

In addition, tenderers accept with their participation in the Procedure that their tender remains valid, after the notification of the decision to select a Contractor, for as long as the signing of the contract is delayed for the Preferred Tenderer's fault. Upon lapse of the contract signature deadline, PPC may declare the Participation Letter of Guarantee of the preferred tenderer forfeited.

8.2 In the event of an extension of the deadline for the electronic submission of tenders, the tenderers may modify and/or supplement any of their submitted tenders to the System or withdraw them and submit, if they so wish, a new tender until the new deadline for the submission of tenders, ensuring in any case that the information and supporting documents included in their tender are valid on the new above date.

Article 9 Participation Letter of Guarantee

9.1 For the participation in the Procedure each tenderer must submit in a PDF file format the tender guarantee under the form of a Participation Letter of Guarantee, in accordance with the attached template of the Company, issued by credit or financial institutions or insurance companies within the meaning of points (b) and (c) of Article 14(1) of Law 4364/2016, approved by PPC, which approval the Company may not unreasonably withhold, operating legally in:

- a. a Member State of the European Union (EU), or

- b. a Member State of the European Economic Area (EEA), or
 - c. third countries that have signed and ratified the Government Procurement Agreement (GPA) of the World Trade Organisation (WTO)
- and that have that right according to the provisions in force.

They may also be issued by the T.M.E.D.E. (Engineers' - Public Works Contractors' Fund) or be provided by note of Deposits and Loans fund followed by a deposit of the corresponding sum of money. When provided with a promissory note of the Deposits and Loans Fund, the term: "the guarantee is provided irrevocably and unconditionally, and the issuer waives the benefit of division and discussion" is not applicable.

Any deviations from the attached templates of Letters of Guarantee of the Company shall be evaluated by the competent body of the Selection Procedure, prior to the rejection of tenders.

The Tenderers are obliged to submit, on penalty of rejection of the tender, and in printed format (original) the above Participation Letters of Guarantee to the competent Division for the conduct of the Selection Procedure within three (3) days from the deadline for the electronic submission of tenders.

- 9.2 The value of the above Participation Letter of Guarantee for the products on Group 1 (Crane spare parts Omega) will amount to **€890,00**.
The value of the above Participation Letter of Guarantee for the products on Group 2 (Crane spare parts PPM) will amount to **€130,00**.
The value of the above Participation Letter of Guarantee for the products on Group 3 (Spare parts for clearing machines KoeringVandam) will amount to **€1.650,00**.
The value of the above Participation Letter of Guarantee for the products on Group 4 (Engine spare parts GM) will amount to **€3.305,00**.
The value of the above Participation Letter of Guarantee for the products on Group 5 (Bus spare parts Stayer) will amount to **€150,00**.
The value of the above Participation Letter of Guarantee for the products on Group 6 (Bus - truck spare parts Nissan Patrol) will amount to **€620,00**.
The value of the above Participation Letter of Guarantee for the products on Group 7 (Propeller spare parts Stalowa Wola) will amount to **€650,00**.
The value of the above Participation Letter of Guarantee for the products on Group 8 (Truck spare parts Magirus) will amount to **€260,00**.
The value of the above Participation Letter of Guarantee for the products on Group 9 (Truck spare parts Steyr) will amount to **€115,00**.
The value of the above Participation Letter of Guarantee for the products on Group 10 (Wheel loader spare parts Fiat - Allis FL5b) will amount to **€980,00**.
The value of the above Participation Letter of Guarantee for the products on Group 11 (Wheel loader spare parts Fiat Terex) will amount to **€3.630,00**.

Tenderers may submit more than one Participation Letter of Guarantee in order to cover cumulatively the entire value requested with the Call. Where the Tenderer is a partnership/association of natural and/or legal persons, the Participation Letter of Guarantees may be issued in favour of the partnership/association or in favour of a member thereof.

- 9.3 The above guarantee will be valid for at least thirty (30) days more than the effective term of the tender, as set out in paragraph 9.1 above, and will be returned to all tenderers after the award of the contract to the Contractor, except the one who has been selected as Contractor, whose Participation Letter of Guarantee in the Procedure

will be returned after the deposit of the Performance Guarantee at the signing of the contract. In case of extension of the validity of the tender beyond eleven (11) months from the closing date for the submission of tenders, for the respective extension of the effective term of the Participation Letter of Guarantee, a prior written application for the extension of its validity by its issuer is required.

9.4 This Letter of Guarantee, if there is no reason to be forfeited to PPC, according to the terms of the Call, will be returned, apart from the case of paragraphs 9.3 and 9.5, if:

- a. the Tenderer chooses to withdraw from the Selection Procedure in order to avoid the publication of information declared as confidential in accordance with the provisions of paragraph 11.1.1.3 of this issue;
- b. after the expiry of their tender, the Tenderer does not extend its validity;
- c. the Selection Procedure is cancelled.

9.5 More specifically, once all financial offers are unsealed and ranked based on the award criteria, the Participation Letters of Guarantee may be returned to any Tenderers who request to be redelivered their Participation Letter of Guarantee prior to expiry, save for any Tenderer who is likely to be nominated Contractor following reversal of the tender outcome.

9.6 The said Participation Letter of Guarantee is forfeited in its entirety in favour of PPC in the following cases:

- failure of the Tenderer to comply in any way with their obligations arising from the Procedure;
- notification of requirements, which were not included in the initial tender, for the maintenance of its validity until the expiry of the respective accepted effective term, in accordance with paragraph 15.1 of this issue;
- Tenderer's withdrawal earlier than the expiry of their tender;
- a Tenderer has failed to submit legalisation documents and evidence of non-existence of any grounds for exclusion and/or has submitted false statements or supporting documents;
- refusal of the Preferred Tenderer to sign the contract.

It is noted that the Participation Letter of Guarantee shall not be forfeited if the Tenderer notifies that the effective term of their tender is not renewed, in accordance with paragraph 8.1 of this issue.

Article 10

Submitted Information

10.1 All documents submitted by the tenderers in the Selection Procedure will be written in the Greek language.

In particular, the documents related to the contents of Dossier A of the tenders submitted by Foreign Companies may be written in the language of the issuing Country and accompanied by an official translation into the Greek language, duly certified.

All documents in Dossiers B and C may be written in English.

10.2 Counter-tenders will never be accepted.

- 10.3 Supplements, amendments or reservations of the tenderers on the terms included in the issues of the Call are not admissible and any tenders that will include such variations will be excluded from the Procedure.

Article 11

Tender Preparation - Content

11.1 Requirements regarding the content of the tender

11.1.1 General requirements

11.1.1.1 Tender preparation - Electronic Dossiers - Contents

Tenders must include in electronic form all the information specified in the Call and be submitted electronically to the System, in accordance with the terms of this Call and the System User Instructions. In particular:

tenders shall be submitted electronically, in envelopes and by filling in the financial offer in a special electronic form of the System, in accordance with the following paragraphs 11.2 to 11.4.

Where the documents in each file contain more than one document or section, a respective table of contents is required.

It is noted that each electronic folder should contain the information referred to in the respective paragraphs 11.2, 11.3 and 11.4 of this article that the Tenderers are required to submit.

11.1.1.2 Signature of tender

The tender must be digitally signed on the first or last page of each submitted document (declarations, description of the tendered item, drawings, etc.), in accordance with the following paragraph, by a person or persons who are authorised in this respect by the Tenderer in accordance with the following (paragraph 11.2.2).

The above information and supporting documents of the technical tender of the Tenderer shall be submitted by them electronically in PDF file format. When signed by the same, they bear a digital signature and there is no requirement for a relevant signature authentication. The Tenderer is obliged, if requested by PPC, to submit the declarations and supporting documents signed by third parties and constituting private documents, in printed form (either originals or copies duly certified) within three (3) working days of their request.

The partnership/ association of Tenderers shall submit a joint tender, which must be digitally signed, either by an authorised person or persons or by a joint representative duly authorised in this respect.

11.1.1.3 Confidentiality – confidential Information

If the Tenderers include in their tenders information that can reasonably be classified as confidential, they shall clearly mark them as

such in order to prevent their disclosure to third parties. Confidential information may include information pertaining to technological, trade secrets or intellectual property. The Tenderer shall have an obligation by means of a separate document to establish the reasonableness of their request that such documents should not be made public to third parties. In any case, information on unit prices, quantities offered, technical offer details used for its evaluation and the financial offer cannot be marked as confidential. The assessment of whether or not the documents will be made public to the other Tenderers in the context of the Selection Procedure falls under the responsibility of the Committee that conducts the Procedure, which takes into account in particular the legal basis of confidentiality provided by the interested Tenderer and any Objections raised by other Tenderers in the Procedure. If the Commission considers that the information should be disclosed, it shall inform the Tenderer, who may either consent to the disclosure or rather withdraw from the Selection Procedure in order to avoid disclosure.

If it is decided that this information should not be made public, the information in question will be accessible only by the competent Committees and PPC Divisions.

11.1.1.4 Validity of Declarations and Supporting Documents

Validity of Declarations

All Tenderers' Declarations required by the Call, which are submitted in lieu of public or private documents, as well as the other Declarations, either declarations of compliance with the terms of the Call or of third parties for cooperation with the Tenderer, will cover the term until the date of opening the tenders. The above Declarations may be signed up to ten (10) days before the closing date for the submission of tenders.

Validity of supporting documents

- a) the supporting documents related to case II and cases IV (a) and (b) of paragraph 11.2.B below, provided that they have been issued up to three (3) months prior to their submission;
- b) other supporting documents related to case III of paragraph 11.2.B below, provided that they are valid at the time of their submission, otherwise, in the case where the effective term is not indicated, they must have been issued in accordance with the provisions of the previous case;
- c) supporting documents related to case I of paragraph 11.2.B below, the proof of representation in force in the case of legal persons, and the certificates of the competent authority regarding the registration of shares in the case of sociétés anonymes (where required) provided that they have been issued up to thirty (30) working days prior to their submission;
- d) the affidavits, provided that they have been drafted up to three (3) months prior to their submission; and
- e) solemn declarations, provided that they have been drafted after the notification of the call for the submission of the supporting documents.

11.1.1.5 Non-provision of evidence and supporting documents – false declarations or inaccurate supporting documents

It is explicitly stated that, in the event that the Tenderer:

- does not electronically submit and/or does not timely provide confirmatory documents of the declarations in printed form, whenever required by the Company,
- it is established, upon submission/ presentation thereof, that, at any phase of the Procedure or the implementation of the contract, to have submitted inaccurate or false declarations or altered photocopies of public or private documents,

then they are excluded from the Procedure, any decisions of the Company are immediately revoked, the Participation Letter of Guarantee or Performance Guarantee is forfeited in favour of PPC and PPC reserves the right to exclude them from future procedures.

11.1.1.6 Personal Data Protection – Data Processing Notice

PPC informs, in its capacity as controller, the natural person who signs the tender as a Tenderer or as a Legal Representative of the Tenderer, that its competent bodies and officers or third parties, at its behest and on its behalf, will process the following data as follows:

- I. The scope of processing extends to the personal data contained in the tender files and the means of proof submitted to PPC, as part of this Procedure, by the natural person who is themselves a Tenderer or Legal Representative of a Tenderer.
- II. Processing takes place for the purpose of evaluating the Tender Dossiers, selecting a Contractor, safeguarding PPC's rights, fulfilling PPC's statutory obligations and generally ensuring the safety of transactions. The identity and contact details will be used by PPC also to inform the Tenderers about the evaluation of the tenders.
- III. The recipients of the abovementioned data are:
 - (a) Bodies to which PPC assigns the execution of specific actions on its behalf, namely Advisors, executives, members of Evaluation Committees, Operators of the Electronic Procedure and other employees in general, provided that confidentiality is maintained in any 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 Tenders of all Tenderers will be kept for a period of time equal to the term of the execution of the contract, and after its expiration for a period of five years, for future tax-fiscal or

financing persons' audits or other statutory audits, unless a different retention period is provided for by the legislation in force. In case of *lis pendens* regarding the contract, the data are kept until the end of the *lis pendens*. After the end of the above periods, personal data will be destroyed.

- V. The natural person who is either a Tenderer or a Legal Representative of the Tenderer, may exercise any legal rights regarding its personal data, by contacting the Data Protection Officer of PPC.
- VI. PPC shall take every reasonable measure to secure the confidentiality and safe personal data processing and their protection against accidental or unlawful destruction, accidental loss, alteration, unauthorized disclosure or access against all other unlawful forms of processing.

11.2 Electronic Dossier A

A. Contents of Dossier A

The electronic Dossier A named "Dossier A - Supporting Documents for Participation" will contain in digital pdf file form or an equivalent form the following:

11.2.1 Letters of Guarantee

The Letter of Guarantee for Participation to Tender, as per the Template attached hereto, in accordance with the provisions of article 9 hereof.

Tenderers offering part of the items/groups envisaged in the Call shall file a Participation Letter of Guarantee together with an explanatory letter for the groups or items tendered, so as to facilitate checks as to the accuracy of the Participation Letter of Guarantee value.

11.2.2 Declaration of the Tenderer's eligibility

The Declaration of the Tenderer's eligibility filled in and signed, in accordance with the Template attached to the Call.

11.2.3 Declaration of acceptance of terms of the Selection Procedure and the validity of the tender

A Declaration of acceptance of the terms of the Selection Procedure and a declaration of awareness of the condition of the materials concerned, duly completed and signed, as per the Template attached hereto.

11.2.4 Declaration on Non-Exclusion (DMSLA)

The DMSLA filled in and signed, in accordance with the Template attached to the Call.

11.2.4.a A statement of distributors and agents

Tenderers must provide the full details of their distributors and agents in Greece by means of a relevant statement.

PPC will examine whether multiple Tenderers have declared the same distributor and/or agent. In this case, all Tenderers with the same distributor and/or agent will be excluded in order to ensure free competition and the integrity of the tender procedure.

11.2.5 Clarifications on tenders from partnerships/associations of natural and/or legal persons

In this case the following are submitted:

11.2.5.1 The above items 11.2.2 to 11.2.4 separately from each member. In particular, the Declaration of paragraph 11.2.2 and point 4.1 thereof should explicitly state that the tender is submitted through the specific partnership / association and designate the person who will sign from each member the relevant private agreement or the notarial deed of its establishment.

Especially for the Letters of Guarantee referred to in paragraph 11.2.1, the provisions of paragraph 9.2 of this issue shall apply. Where more than one Participation Letter of Guarantee is submitted, it shall be explicitly indicated that the commitments set out in the following paragraph apply.

11.2.5.2 Declaration of the natural or legal persons participating in the partnership/association stating that the persons in question have established the said partnership/association in order to jointly undertake the performance of the contract and that they assume an obligation and are liable to PPC regarding their participation in the Selection Procedure and the performance of the object of the contract, in whole, jointly and severally.

11.2.5.3 The relevant private agreement or notarial deed for the establishment of a partnership/association, stating the registered office, the legal representative and the interest of each member.

B. Submission - Presentation of supporting documents and information

The tenderers undertake, **under penalty of exclusion**, to submit in electronic format and/or hard copy (original) at any stage of the Procedure when requested by PPC, all or part of the relevant supporting documents and information referred to in the above declarations, within ten (10) days and as specified below.

The documents mentioned herein shall be submitted as per the provisions of Law 4250/2014 (GG A 94), which applies *mutatis mutandis*. In particular, supporting documents which constitute private documents may also be accepted in a photocopy form, provided that they are accompanied by a certificate of accuracy and were signed up to ten (10) days prior to the closing date for submission of tenders.

If these supporting documents are not submitted or there are deficiencies in those submitted and the Tenderer submits a request within the aforementioned deadline to the company for the extension of the submission deadline, which shall be accompanied by supporting documents proving that they have requested the granting of the supporting documents, PPC shall extend the deadline for submission of them for as long as it is required for their issuance by the competent authorities.

I. Evidence of the Tenderer's Eligibility

The proof of the contents of the Declaration of paragraph 11.2.2, namely the relevant constitutional documents and legal representation documents (such as articles of association, certificates of changes, corresponding Government Gazettes, formation of the Board of Directors into a body, in the case of S.A. etc., depending on the legal form of the Tenderer) and the proof (certificate) of registration in the General Commercial Register and/ or in a respective register and/ or special licenses, if required. The above documents must demonstrate the lawful establishment of the legal person, all the relevant amendments of the articles of association, the person(s) who legally bind the legal person at the date of the conduct of the Selection Procedure (decision of participation in the Selection Procedure, legal representative, signature right, etc.), as well as the office term of each and/or of the members of the management body.

II. Proof related to criminal convictions

Extract of criminal record or equivalent document proving otherwise, indicating that there is no final judgement of serious professional misconduct against the Tenderer or any of the offences of participation in a criminal organization, corruption-bribery, fraud within the meaning of Article 386 and 386^A of the Penal Code, terrorism, money laundering or terrorist financing and child labour financing and other types of human trafficking.

In case the extract of the criminal record shows convictions, the Tenderers should attach the convictions referred to it.

In the case of a legal person, the above supporting document concerns:

- i. The Managers in the case that the legal person is a General Partnership, a Limited Partnership, a limited-liability partnership or a Private Company (IKE);
- ii. The Chair of the Board of Directors, the CEO and the other members of the Board of Directors, in the case that the legal person is a S.A.;
- iii. For any other legal person, the legal representatives and
- iv. in the cases of partnerships, the members of the Board of Directors.

III. Proof related to tax payment or payment of social security contributions

- a. Insurance clearance certificate(s)
- b. Tax clearance certificate

IV. Proof related to solvency, conflict of interests or professional offence:

- a. Certificate issued by a competent judicial or administrative Authority, showing that the Tenderer is neither in bankruptcy nor has initiated bankruptcy proceedings, is not subject to joint liquidation nor is subject to a joint liquidation judgement, in accordance with the relevant national legislation in force.
- b. Certificate from the Planning and Coordination Directorate of the Labour Relations Inspectorate which shows any fine enforcement acts issued against the candidate for a period of two (2) years prior to the closing date

for the submission of a tender. Until the issuance of the above certificate is rendered possible, it shall be replaced by a Declaration by the Tenderer without an official declaration of the Labour Inspectorate (SEPE) being required for the issuance of the certificate.

- c. For the remaining grounds for exclusion, included in the DMSLA, the commitment of paragraph 5 of the eligibility declaration of the Tenderer.

The above certificates are prepared and/ or issued according to the applicable legislation of the country where the Tenderer is established and where the relevant certificate is issued.

In the event that some of the above supporting documents of cases II to IV are not issued or do not cover in their entirety all the above cases, they must, on penalty of exclusion, be replaced by an affidavit of the Tenderer or, in states where an affidavit is not provided for, by a Declaration of the Tenderer before a judicial or administrative authority, a notary or a competent professional body of the Tenderer's country, certifying that the specific documents are not issued and that the above legal situations do not apply to the specific person of the Tenderer. This Affidavit or Declaration must be submitted along with the other Participation Documents.

A Tenderer who falls within one of the situations referred to above may provide proof to show that the measures taken are sufficient to prove their credibility despite the ground for exclusion. If the information is deemed sufficient, the Tenderer shall not be excluded from the procurement Procedure. Measures taken by tenderers shall be assessed in light of the severity and the specificities of the criminal offence or misconduct. Where the measures are considered to be insufficient, the Tenderer shall receive a statement of the reasons for that decision.

By exception, when the Tenderer falls under one of the situations mentioned in the above paragraph III and the exclusion is disproportionate, especially when only small sums of taxes or contributions of social insurance have not been paid, or when the Tenderer was informed about the precise sum that is owed due to breach of their obligations, regarding the payment of taxes or contributions of social insurance at a time when they could not take measures, prior to the expiry of the closing date for the submission of tenders under this Call, this exclusion shall not apply.

The exclusion criteria related to the above supporting documents and information apply without prejudice to the possibility for the Tenderer to take corrective measures - i.e. to prove their reliability despite the existence of a reason for exclusion. For this purpose, the Tenderer must prove that they:

- have paid or committed to pay compensation for any damage caused by the criminal offence or misconduct;
- have clarified the facts and circumstances in a comprehensive manner cooperating actively with the investigating authorities; and
- have taken specific technical, organisational and staffing measures to prevent further criminal offences or misconducts.

It is up to PPC to evaluate the measures taken and determine whether they are sufficient to allow the participation of the Tenderer in the Procedure, justifying its decision to the Tenderer in case of exclusion.

Lastly, it is noted that any Tenderers who fail to submit all or part of the required supporting documents or information within the applicable deadline and any Tenderers who are found not to meet the eligibility requirements for participation in the Tender shall be excluded. Their tender offers shall then be rejected and their participation letter of guarantee shall forfeit as per Article 9 hereof.

11.3 Electronic Dossier B

The electronic Dossier B with the indication "Technical offer" will contain in digital format a pdf file or equivalent file with the following:

11.3.1 Technical and professional capacity

- a. The documentation set out in paragraph 3.2.C.1
- b. The documentation set out in paragraph 3.2.C.2
- c. Any Tenderers not possessing the necessary staff and/or equipment and/or means of transport must submit a Certificate of Cooperation duly signed by both parties.

11.3.2 Partnership/association tenders

In case a tender is submitted by a partnership/association of natural or legal persons, the information referred to in paragraph 11.2.5 above will be submitted by each member individually.

11.3.3 Knowledge of local conditions

Tenderers must visit the divestments site before submitting their tenders, in order to gain thorough knowledge of the local conditions. Following this, Tenderers shall be furnished a relevant certificate signed by the Service, which they will include in their tender dossier.

11.3.4 Sub-Suppliers/Subcontractors

The Tenderer must include in their tender any sub-suppliers/subcontractors and the respective part of the contract they intend to subcontract to third parties. It will also include:

- Declarations of cooperation of the proposed subcontractors /sub-suppliers of the equipment (as defined in the respective paragraphs of Article 3 para. 3.2.C.1 hereof), undertaking to cooperate with the Tenderer in case the latter is awarded the Contract.

In case the relevant declarations of cooperation are not submitted along with the tender or in case any of the proposed sub-suppliers / sub-contractors is not authorised by the Company, the relevant sub-suppliers / subcontractors will not be included in the Contract.

In this case, if the Tenderer is eventually awarded the Contract, they shall propose another sub-supplier/subcontractor during Contract implementation, as per the Contract terms.

11.4 A Tenderer's Financial Offer shall include the following:

- 11.4.1 The corresponding special electronic form of the System, according to its instruction manual, filled in by the tenderers with the prices/prices tendered (and the quantities, where required by the Call).
- 11.4.2 The Financial Offer, in pdf file format or equivalent, filled in as to form and content based on the relevant form(s) attached to the Call template(s), which must be digitally signed and submitted electronically in accordance with the instructions for the operation of the System.
In particular, the files in pdf or equivalent format to be submitted by the Tenderers, given that the procedure is carried out as per the Tendering System with open Price Quotations, are as follows:

11.4.2.1 The "Financial Offer Forms" issues

11.4.2.2 The Price Allocation Table (in case of a partnership/association).

Attention is drawn to tenderers that:

- The filling of the financial data in the above forms or issues must necessarily be done clearly.
 - Comments, terms, conditions related to the prices/price tendered are prohibited.
- 11.4.3 The data that are contained in the special electronic form(s) of the System and the financial offer submitted in a pdf file format, need to be consistent. Otherwise, the data of the financial offer submitted in pdf file format, which will be taken into account for the evaluation of the tenders, shall prevail. In this case, the provisions of paragraph 13.2 hereof shall apply.

Article 12

Electronic Opening, Formal and Technical Evaluation of tenders

12.1 Electronic Opening of tenders– access of Tenderers

- 12.1.1 The electronic unsealing of the offers takes place, after relevant notification to the Bidders, within a reasonable period from the deadline and time for the submission of offers as defined in paragraph 1.5 of this document. On the aforementioned date and time, Envelopes A (Formal Documents) and Envelopes B (Technical Documents) are unsealed. Immediately after the electronic unsealing, Bidders will have electronic access only to the contents of their own offers.
- 12.1.2 Subsequently, the competent Evaluation Committee of the Selection Procedure proceeds with a detailed review and evaluation of all the supporting documents and information contained in Envelope A and Envelope B, in order to determine whether each Bidder's offer fully meets the requirements of the Invitation, regarding their ability to implement the subject of the contract in a timely, complete, and proper manner.
- 12.1.3 During the evaluation process of the offers, the competent Committee:

- a. May, while adhering to the principles of equal treatment and transparency, request through the System that Bidders, when the information or documentation required is or appears to be incomplete or incorrect—including those in the Declarations—or when specific documents are missing, submit, supplement, clarify, or complete the relevant information or documentation within a set deadline of no less than seven (7) days and no more than twenty (20) days from the date of notification of the relevant request.

Additionally, PPC (Public Power Corporation) may request information from other sources, take into account, and consider any other element that may contribute to forming its judgment.

In this context, it is clarified that offers that do not include in Envelope A the Participation Guarantee Letter, the Declarations of authorization, representation, and participation decision, acceptance of terms and validity of offers, the DMSLA, as well as, in the case of a consortium/association of natural and/or legal persons or reliance on the capacity of a third party, the corresponding relevant declarations, will be rejected.

PPC may accept additions and/or clarifications submitted, upon its request, regarding the above documents submitted with the offer, provided that the Bidder, through these additions and clarifications, fully complies with the terms and requirements of the Invitation.

Specifically, for the Participation Guarantee Letter, supplementation is accepted only for full compliance with the template included in the Invitation.

Regarding the remaining documents of Envelope A, PPC may accept their subsequent submission, along with any Objections raised by the Bidder against the formal rejection of the offer due to their absence from the submitted offer, provided that the Bidder, through the subsequent submission as described above, fully complies with the terms and requirements of the Invitation.

Regarding the remaining documents of Envelope B required by the Invitation for the technical evaluation of the offer, PPC S.A. may accept their subsequent submission, along with any Objections raised by the Bidder against the technical rejection of the offer due to their absence from the submitted offer, provided that the Bidder, through the subsequent submission as described above, fully complies with the terms and requirements of the Invitation.

- 12.1.4 The Committee, after taking into account the provisions of the Invitation, determines which Offers should be excluded due to non-fulfillment of the Invitation's requirements regarding the completeness and adequacy of the Offer Envelopes' contents.

The result of the formal and technical evaluation is communicated to each Bidder individually, through its entry into the System and the sending of a relevant electronic message via the System..

12.2 Management of rejected tenders

Each Bidder excluded by the Committee will have their original Participation Guarantee Letter (PGL) returned with proof of receipt.

This return takes place after the deadlines for filing Objections have passed without action. It may also be collected by the Bidder before the expiration of these deadlines, provided the Bidder sends a digitally signed Letter via the System declaring they waive the right to file Objections. Otherwise, the PGL will be returned after any rejection decision on the Objections is issued.

The financial offer remains in the system and is not accessible by anyone.

Article 13 **Financial Unsealing - Evaluation of Tenders**

13.1 The financial elements of the offers that were deemed acceptable after the formal and technical evaluation are electronically unsealed by the competent Committee on a date and time predetermined in the System. Immediately after the electronic unsealing of the financial offers, Bidders will have electronic access only to the contents of their own offers.

13.2 Subsequently, the competent Committee

- a. Checks whether the Bidders have submitted all the required documents and information, in accordance with paragraph 11.4 of this document.
- b. Verifies whether the offers contain deviations from the Commercial and Financial Terms of the Invitation documents, for the elements included therein. If such deviations are found, the offer will be definitively rejected.
- c. Checks for any errors and proceeds to correct them, as explicitly provided in Article 7 of this document.
- d. Carries out the financial evaluation of the economically acceptable offers using the procedure defined in the Invitation and calculates the total financial result.

It is noted that if the Committee identifies any discrepancy in a financial offer between the prices entered by the Bidder in the System's special form and the corresponding digitally signed financial offer attached to it, the Committee will revise the Preferred Bidders Table using the prices from the digitally signed financial offer.

The offer price, as determined by the above, constitutes the comparative price of the offer, based on which the interim ranking of Preferred Bidders is established.

13.3 Submission of Best and Final Financial Offers

After the completion of the technical and financial evaluation of the initially submitted offers and the interim ranking of the Preferred Bidders who submitted acceptable offers, the Authority notifies each Bidder individually of the evaluation result via entry into the System and the sending of a relevant electronic message through the System.

Then, if the Committee requests Bidders to submit Improved Financial Offers, they are invited to submit electronically through the System an improved financial offer within a specified deadline following the Committee's request.

This process may be repeated more than once, at the Committee's discretion. The last of the improved offers submitted will be considered the best financial offer.

It is emphasized that each improved financial offer submitted by an invited Bidder:

- Must refer to and be based on the initially declared technical elements, as shaped after the technical evaluation.
- Must be equal to or higher than the initially submitted financial offer in the System or the immediately preceding improved offer (if it was higher). The submission of an improved financial offer with lower prices than those offered in the initial or immediately preceding improved offer is explicitly stated to constitute a breach of the obligations undertaken by the Bidder through participation in this procedure.

The final best offer price, as determined through the above process, will be used for the final evaluation of the offers and for determining the final ranking of the Preferred Bidders.

In the case of equivalent offers, the Bidders with equivalent offers will be invited to submit electronically through the System a final and best financial offer within a specified deadline.

It is noted that if a Bidder chooses not to submit a new improved offer, then in the evaluation of the new round of improved offers, they will be evaluated based on the offer submitted in the previous round.

The VAT applicable in Greece on the invoices to be issued by the Bidder to PPC will not be included in the offer price and will not be considered in the comparison of offers.

Finally, the competent Committee prepares and signs an Offer Evaluation Report, which will describe the above process in detail.

The result of the evaluation of each offer is communicated to each Bidder individually by the competent Authority through the System.

Article 14

Tenderers' Objections

- 14.1 Each party interested in concluding an agreement with PPC may raise Objections only if excluded from the tender and only against the grounds of exclusion.
- 14.2 The aforementioned Objections shall be submitted electronically through the System on the website of the Selection Procedure.

The submission of Objections shall be made in the form of an electronic .pdf file or equivalent with the file name "Objections". Objections must bear an advanced electronic signature in accordance with paragraph 1.4 of this issue.

The Objection document must be clear and concise, in no case exceed 1,500 words and be accompanied by any necessary evidence to prove the allegations it contains.

The date of submission of Objections shall be the date of online registration on the website of the Procedure.

- 14.3 Objections shall be submitted within a period of five (5) days from the date on which the contested decision came to the attention of the complainant.
- 14.4 Tenderer Objections are reviewed by the competent Committee.
The objections are examined within 25 days from their submission. After the expiry of the above period, their rejection is presumed.
- 14.5 The decision of the Committee shall be notified electronically, via the System, while at the same time a relevant e-mail shall be sent via the System to the relevant complainant.
- 14.6 The decision on the Objections shall be irrevocable and incontestable before PPC bodies.
- 14.7 The submission of Objections does not automatically prevent the continuation of the Selection Procedure and any acceptance of Objections does not affect the validity of the Selection Procedure, but leads, at the discretion of the adjudicating body, to the contested minutes being reformed or to the phase or Stage being repeated.

Article 15

Completion of Selection Procedure – Announcement of Contractor Selection Cancellation of the Procedure

- 15.1 The Selection Procedure shall be completed with the approval of its result by the authorized bodies of the Company. The approving decision includes any improvements to the tender accepted by the Preferred Tenderer.
- 15.2 At the same time, the above selection shall be announced electronically, via the System, to the other Tenderers who have submitted admissible tenders.
- 15.3 PPC reserves the right, by a justified decision of its competent bodies, to cancel the Selection Procedure in whole or in part, or to restate it under the same or different terms at any stage of the Procedure and at its sole discretion.
- 15.4 PPC cancels the Procedure, in particular if:
- a. it has been unsuccessful due to failure to submit a tender or due to rejection of all tenders or exclusion of all tenderers;
 - b. none of the tenderers comes forward to sign the contract;
 - c. it was carried out without observing the prescribed rules, consequently affecting the result;
 - d. the outcome is not satisfactory to the Company;
 - e. competition has been insufficient;
 - f. the needs of the Company have changed;
 - g. Contract implementation is prevented by force majeure.

Article 16

Contents and Signing of the Contract

- 16.1 The content of the contract shall be formed based on the terms of the Call and the tender of the Contractor, as approved by the competent body of the Company.

- 16.2 At the same time, the Preferred Tenderer will be required by PPC to submit within ten (10) days from the date of the relevant Call, the performance guarantee and in the case of a legal person, the decision to appoint a representative for the signing of the Contract.
Regarding the effective term of the supporting documents and information that the Preferred Tenderer is required to provide, as well as the other arrangements governing their submission, the provisions of paragraphs 11.1.1.4 and 11.2.B of this issue shall apply.
- 16.3 After the content of the contract has been formed and the above supporting documents have been submitted, the Preferred Tenderer shall be called to sign it within the deadline which may not be less than ten (10) calendar days from the notification through the Selection Decision System.
- 16.4 If they do not appear within the above deadline, the Company has the right to exclude them from the signing of the Contract and to request the forfeiture of their Participation Letter of Guarantee in the Procedure, and then proceed to discussions with the other Tenderers in the order of Preferred Tenderers for the appointment of a Contractor, provided that their tenders are valid or accepted as valid.

Article 17

Reservations and Rights of PPC

- 17.1 Participation in the Procedure (submission of a tender) shall be equivalent to a declaration by the Tenderer that they were fully aware of all the terms, information and documents of the Call.
- 17.2 PPC reserves the right to postpone the date of submission of tenders or make any amendments to the issues of the Call. These amendments will be included in relevant Supplements of the Call, the issuance whereof will be published, as well as the Call.
- 17.3 PPC has no responsibility or obligation, in any event, to compensate the Tenderers for any expense or damage they might have suffered in preparing and submitting their tenders, especially in the event that they are not accepted or the Procedure is postponed or cancelled at any phase and time and for any reason or cause. Consequently, those who participate in the Procedure and submit a tender, regardless of whether they were finally accepted or not, do not acquire any right whatsoever against PPC from this Call and their general participation in the Selection Procedure.
- 17.4 The tender, submitted under the terms of the Call, shall be considered as a proposal to PPC and not as an acceptance of its proposal.
- 17.5 Any failure to submit the tender or to sign any document, does not entitle a Tenderer to invoke it in order to benefit from an exception or diminution of their obligations.
- 17.6 The terms and restrictions relating to the submission of Tenders are in the interest of PPC, which is entitled, before the submission of the tenders, to waive them, without this creating any right to the Tenderers or other third parties.

Article 18

Contractor Evaluation

PPC has an internal system in place to measure, analyse and manage Contractor performance.

The Contractor shall be evaluated at the end of each Contract Period, based on the criteria (KPIs) of Score-Card A referred to in paragraph 3 of Annex IV attached hereto.

KPI-based evaluation is applied with a view to ensuring high-quality services and constructive collaboration between the parties.

The above procedure will be carried out in accordance with Annex IV "Supplier Performance Evaluation System".

PPC will arrange periodic meetings with the Contractor to notify the latter of the results/findings and plan any further action, where this is considered necessary.

Attachments: - Annexes I, II, III and IV



Call for tenders No: POPD-EKP0090

Object: " Disposal (Sale) of Materials/Parts at
the Warehouse 1001 (502) of LCWM"

ANNEXES TO DOCUMENT 1



Call for tenders No: POPD-EKP0090

Object: " Disposal (Sale) of Materials/Parts at
the Warehouse 1001 (502) of LCWM"

ANNEX I



Object: "Disposal (Sale) of Materials/Parts at the Warehouse 1001 (502) of LCWM"

ANNEX I
Financial Offer Form for Materials for Sale at the Warehouse 1001 (502) of LCWM

| S/N | PPC Code Number | DESCRIPTION OF THE DISPOSED MATERIAL | MEASUREMENT UNIT | QUANTITY | UNIT PRICE OF MATERIAL IN € IN NUMBERS | UNIT PRICE OF MATERIAL IN € WRITTEN IN FULL | TOTAL VALUE OF MATERIAL IN € |
|-----|-----------------|--|------------------|----------|--|---|------------------------------|
| | | Group 1: Crane spare parts Omega | PIC | | | | |
| | | Group 2: Crane spare parts PPM | PIC | | | | |
| | | Group 3: Spare parts for clearing machines KoeringVandam | PIC | | | | |
| | | Group 4: Engine spare parts GM | PIC | | | | |
| | | Group 5: Bus spare parts Stayer | PIC | | | | |
| | | Group 6: Bus - truck spare parts Nissan Patrol | PIC | | | | |
| | | Group 7: Propeller spare parts Stalowa Wola | PIC | | | | |
| | | Group 8: Truck spare parts Magirus | PIC | | | | |
| | | Group 9: Truck spare parts Steyr | PIC | | | | |
| | | Group 10: Loader spare parts Fiat -Allis | PIC | | | | |
| | | Group 11: Loader spare parts Fiat Terex | PIC | | | | |
| | | Total | | | | | |

NOTES: All amounts of the financial offer expressed in Euro must be indicated in numbers and in words in the appropriate boxes. In case of discrepancies, the prices written in full will prevail.

The Tenderer



Call for tenders No: POPD-EKP0090

Object: "Disposal (Sale) of Materials/Parts at
the Warehouse 1001 (502) of LCWM"

ANNEX II

- One (1) electronic pdf file containing a Description of the Materials, Codes, etc. of the Warehouse 1001 (502) of LCWM

ANNEX III

(Covers paragraph 11.3.4 of issue 1 of the Call for tenders)

LIST OF SUPPORT PROVIDERS AND SUBCONTRACTORS

| ACTIVITY | | ITEM | PARTNER DETAILS | | | |
|----------|--|------|-----------------|------|-------|---------|
| | | | NAME | TEL. | EMAIL | WEBSITE |
| 1 | | | | | | |
| 2 | | | | | | |
| 3 | | | | | | |
| 4 | | | | | | |
| 5 | | | | | | |
| | | | | | | |
| | | | | | | |
| 6 | | | | | | |
| | | | | | | |
| | | | | | | |

Date:

The Declarant

(Full name - capacity - signature)

PROCUREMENT

Production Operations
Procurement Department



Call for tenders No: POPD-EKP0090

Object: "Disposal (Sale) of
Materials/Parts at the
Warehouse 1001 (502) of
LCWM"

ANNEX IV

CONTRACTOR PERFORMANCE EVALUATION SYSTEM

1. Contractor Evaluation

PPC will implement an internal system to measure, analyse and manage contractor performance.

Each contractor will be evaluated based on specific criteria (KPIs) upon lapse of each contract period.

Evaluation via KPIs will be used to ensure a high level of services and constructive collaboration per contract and/or category of expenditure. This procedure must be done in accordance with score cards as set out in paragraph 3 entitled "Score cards".

2. Criteria

There are four (4) evaluation criteria as follows:

1. QUALITY

2. TIMING

3. COMMUNICATION & COLLABORATION

4. ESG

3. Score cards

Contractor evaluation shall be carried as per the following SCORE-CARD A.

SCORE CARD A

| | | | |
|--|-------------|-------|--|
| Category of expenditure: | Final score | 10.00 | |
| Category manager: | | | |
| Contract implementation officer: Contractor's corporate name: Contract No: | | | |

| KPI | Scoring criteria | Score (1-10) | Scoring per KPI (Average) | Weighting (%) | KPI score per weighting | Comments - Reasons |
|-------------------------------|--|----------------|---------------------------|---------------|-------------------------|--------------------|
| Quality: | Quality of material/service/project | 10 | 10 | 30% | 3.00 | |
| Timing: | Observance of contractual timeframe | 10 | 10 | 30% | 3.00 | |
| Communication & Collaboration | Communication efficiency Response to questions Collaboration on resolving problems | 10 10 10 | 10 | 25% | 2.50 | |
| ESG | Social Governance Environment | 10 10 10 | 10 | 15% | 1.50 | |

4. Score cards - Table of explanations

Below is an explanatory table on how to use the relevant criteria.

| KPI | SCORING CRITERIA | EXPLANATION |
|-------------------------------|---|---|
| Quality | Quality of material/service/project | The material/service/project fully complies with the contract specifications |
| Timing | Observance of contractual timeframe | The contractor delivers the materials/services/goods within the time limits specified, to ensure the corporation's problem-free and to avoid unforeseen delays. |
| Communication & Collaboration | Effective communication | The contractor immediately responds to our requests and agrees to take the relevant steps. |
| | Response to questions | The contractor responds positively when asked to provide clarifications. |
| | Collaboration on resolving problems | The contractor is actively involved and participates in meetings and problem-solving communications. |
| ESG Criteria | Social | Full compliance with the specifications in the relevant ESG criterion (Social) |
| | Governance | Full compliance with the specifications in the relevant ESG criterion (Governance) |
| | Environment | Full compliance with the specifications in the relevant ESG criterion (Environment) |
| Data Security | Compliance with data security/data protection rules | The contractor complies with international data protection rules / standards as well as the corporation's policies. |
| Innovation: | Development and adoption of innovative solutions | The contractor offers innovative solutions to the corporation's needs that add value and allow performance to improve. |

5. Handling of results

PPC will organise periodic updates with contractors to notify them of the relevant results/findings and decide on the relevant steps to be taken where such steps are considered necessary.



Call for tenders No: POPD-EKP0090

Date:

Object: "Disposal (Sale) of Materials/Parts
at Warehouse 1001 (502) of LCWM"

**SALE/DIVESTMENT AGREEMENT
(DRAFT)**

ISSUE 2 OF 5



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PROCUREMENT

Production Operations
Procurement Department



PPC DETAILS

Contact person:

Tel.:

Fax:

email:

BUYER'S DETAILS

NAME:

Address

Tel.:

email:

Tax Reg. No:

Fax:

Tax office:

Exhibits:

Application number:

Coverage: Partial ☐ Final ☐ Total ☐

Price Request:

Offer Date:

Selection Procedure Completion Docs:

Value:

CONTRACT AGREEMENT

This contract agreement is entered in Athens, this day of by and between the following contracting parties:

- a) the first party under the corporate name Public Power Corporation S.A., trading as PPC S.A. (hereinafter referred to as "PPC" or the "Company" or the "Seller"), having its registered office in Athens, 30 Chalkokondyli Street, P.C. 104 32, legally represented herein by Mr., of the one part, and
- b) (hereinafter: Contractor), with registered office in, legally represented herein by, of the other part.

NOW, THEREFORE, the Parties hereby mutually agree and stipulate unconditionally the following:

Article 1 Contract Issues

- 1.1 The Contract consists of the following issues, which, signed by the Parties, shall constitute a unified whole:
 - a. Contract Agreement
 - b. Table of Materials and Prices
 - c. Technical Specification
 - d. General Terms of the Contract
- 1.2 The order in which the Issues are listed in the preceding paragraph represents the priority of effect of each issue's terms, in case of discrepancies in the contents or in the interpretation of the terms of two or more Issues.
- 1.3 Any descriptions, information, drawings, sketches etc. included in the information submitted by the Supplier as above constitute Supplier's proposals, are not binding upon the Company and shall only apply insofar as they are approved by the Company as per the Contract terms.
- 1.4 It is explicitly agreed between the parties that this Contract is the only agreement entered between them with regard to its subject-matter and that all documents exchanged between the parties prior to its signature, as well as any discussions and arrangements between them, either explicit or implicit, which are not included in this Contract shall be deemed to be null and void, generating no legal effects and not binding upon the parties and will not be considered in the interpretation of the Contract terms.
Any acts or activities necessary on behalf of the Supplier to thoroughly implement the procurement must be fully consistent with the requirements and provisions of the Contract, even such acts or activities are not explicitly mentioned therein.
- 1.5 It is also explicitly agreed that all Contract terms are equally material and any future amendments to any Contract issues shall only be made in writing.

Article 2 Representation of the Company

- 2.1 The PPC Division responsible for monitoring and controlling compliance with the terms of this Contract throughout its implementation by the Supplier is the PPC Production Operations Procurements Division
- 2.2 The competent Divisions by project scope are:
- 2.2.1 Invoicing - Payments:
PPC Division: Production Operations Procurements Division (DPLP)
Postal Address: 22 Chalkokondyli Str., GR-10432 Athens
Person in charge:
e-mail:
Fax: 0030 2105232597
Tel.: 0030 2105292598
- 2.2.2 Receipt of Materials/Parts
PPC Division:
Postal Address:
Person in charge:
e-mail:
Tel.:

Article 3 Subcontractors – Sub-Suppliers - Contractor's Cooperation with Third Parties

This Article lists any sub-suppliers to be authorised by the Company as part of the selection procedure and their contact details, the terms of cooperation with the Company, their obligations, the terms and conditions applicable to their substitution by third parties during contract implementation, the terms and procedure of authorisation of new sub-suppliers, etc.

As per the rest, the provisions of Article 11.2 of the General Terms shall apply.

Article 4 Scope of Contract - Place, time and dates of collection

- 4.1 The Company hereby assigns the Contractor and the Contractor hereby undertakes to collect the materials/parts to be sold from the Warehouse 1001 (502) of LCWM, in a due, timely, skilful and secure manner, as detailed in the following article and in the "Technical Specifications".
- 4.2 Place of receipt
The materials/parts will be collected from the Warehouse 1001 (502) of LCWM, as detailed in Tender Document 3 "TECHNICAL SPECIFICATION".
- 4.3 Collection process
The materials/parts will be collected by the Buyer in accordance with the provisions of Article 5 hereof. Partial collection is only acceptable with PPC's prior consent.
- 4.4 Collection dates
The materials/parts will be collected within one (1) month from the date of entry into force of the Contract.

The exact date will be determined in consultation and jointly with the PPC Division in charge of the delivery of the materials.

In case PPC is unable to deliver the materials to the Contractor for a certain period of time (e.g. due to inventory procedures, technical issues, etc.), then, insofar as the Contractor is notified in writing in this regard, the period of delay will not be considered in the contractual collection deadline.

Article 5

Collection of parts/materials

5.1 The Contractor is responsible for the collection and transport of the materials/parts.

The Contractor is liable to ensure that no damage is caused to PPC's installations during the transport of the materials/parts.

5.2 The materials / parts will be removed by a vehicle owned by the Contractor at Contractor's own cost and by Contractor's care, otherwise by means of a public vehicle (Insurance policy for the collection and transport of non-hazardous waste as per Article 85 Law 4685/2020 /Government Gazette 92 A/ 7.5.2020 and registration with the EWR).

The vehicles to be used by the Contractor to collect the materials/parts must comply with the applicable safety rules (vehicle maintenance, tyre condition, trolleys suitable for loading, suitable loading accessories, etc.).

At least three (3) working days prior to each collection, the Contractor shall notify the Warehouse of the time of loading by telephone or, if possible, by fax or e-mail and shall submit the documentation required for each vehicle as follows:

- Registration certificate indicating that the vehicle is permitted to carry the materials envisaged in this Call for Tenders.
- Vehicle insurance policy
- Private agreement (where a public vehicle is used).

For vehicles carrying lifting equipment, the Contractor is liable to present the relevant inspection certificate and operator's license.

5.3. The Contractor shall collect the materials in sequence, without sorting, in accordance with the instructions of the competent staff. The Contractor shall collect the entire quantity to be sold without exception. Vehicles found to be overweight shall not be allowed to leave the premises. The provisions of the Traffic Control Code shall in this case be strictly observed. The Contractor is liable to ensure that the collection point is left in good order once collection is completed.

5.4 If so requested, the Contractor shall present all documentation they are required to keep under the applicable laws and regulations. **The Contractor is also liable to handle (collection, transportation, temporary storage, disposal or recycling, etc.) the materials/parts delivered to them in an environmentally sound manner, in accordance with the applicable Greek and EU legislation and shall be liable for any unsound environmental handling of the materials they will collect from PPC S.A., insofar as such handling is harmful to the environment.**

The Contractor is also responsible for the loading and transportation of the materials from PPC's Warehouse to their final destination, in accordance with the applicable laws and regulations (Traffic Control Code etc.), which the Contractor will strictly observe. The Contractor warrants that they shall not mix any PPC materials with other materials of doubtful origin not checked for PCB content or other hazardous waste.

Article 6

Terms of payment of the price of the materials

The price of the materials sold and/or divested shall be settled by a single lump sum payment, within ten (10) days from the effective date of the Contract.
The unit prices / the Contract Price are/is standard and not subject to readjustment/revision.
The Contractor shall notify the Company of their intention to effect payment at least three (3) calendar days prior.

Article 7

Deadlines

The Contractor undertakes the obligation to comply with the deadlines specified below:

- 7.1 Payment for the materials shall be made in a single lump sum payment within ten (10) days from the effective date of the Contract.
- 7.2 Within fifteen (15) days from the effective date of the Contract, the Contractor is required to submit to the Supervising Authority all necessary supporting documents stipulated in the Contract for the commencement of the works.
- 7.3 The procedure for the acceptance of the materials must be completed within one (1) month from the commencement date of the works and the signing of the Contractor's installation protocol.
- 7.4 In case PPC is unable to deliver the materials to the Contractor for a certain period of time (e.g. due to inventory procedures, technical issues, etc.), then, insofar as the Contractor is notified in writing in this regard, the period of delay will not be considered in the contractual collection deadline.

Article 8

Contract Price – Prices – Invoicing – Payments

- 8.1.1 The Contract Price and the prices of the materials are set out in the Schedule of Materials and Prices attached hereto.
- 8.1.2 Payment for the materials/parts intended for sale as usable shall be effected based on the following:
 - a. A Sale Invoice issued as per the laws applicable from time to time
 - b. All necessary documents (Dispatch Notes) signed by the persons in charge of delivery at Warehouse

The price of the materials shall be settled by means of a single lump sum payment within ten (10) days from the effective date of the Contract.
The Contractor shall bear all collection, packaging and transport costs for all items.

- 8.2 The Contract Price includes all costs and charges referred to in Article 4 of the General Terms of Contract.

Article 9

Amendment of the Contract during its term

The Company may any time during the Contract term modify the quantity of the materials by up to 10%, in which case the Contractor shall have no right to reduce the offered price or claim other benefits.

In case of an increase in quantities as per the preceding paragraph, the deadline for collection of the additional quantities is one (1) calendar month from the date a Supplement Agreement is signed for an increase in original quantities. In case PPC is unable to deliver the materials to the Contractor for a certain period of time (e.g. due to inventory procedures, technical issues, etc.), then, insofar as the Contractor is notified in writing in this regard, the period of delay will not be considered in the contractual collection deadline. The materials will be removed by a vehicle owned by the Contractor at Contractor's own cost and by Contractor's care, otherwise by means of a public vehicle (Insurance policy for the collection and transport of non-hazardous waste as per Article 85 Law 4685/2020 /Government Gazette 92 A/ 7.5.2020 and registration with the EWR).

Article 10

On-site circulation of Contractor's Vehicles - Contractor Equipment (for on-site works)

Contractor's vehicles and any other vehicles necessary shall circulate on site by permission of the Supervisory Authority.

All vehicles shall be duly licensed by the competent authorities and sufficiently insured.

All vehicles used by the Contractor will be subject to all applicable inspections by the plant's gate staff.

The Contractor shall be solely responsible for safe storage of their own equipment on site.

Article 11

Contractor Staff (for on-site works)

In addition to the above, the following shall apply to the Contractor's staff:

11.1 List of Contractor's on site - Staff Register

Contractor's staff shall sign a staff register upon entry and exit to/from the Company's premises. Based on such list staff controls shall be carried out upon entry and exit of the staff in/from the Project site. All staff of the Contractor are liable to present the relevant documents (ID/passport/driver's license etc.) to the competent PPC representative, upon request.

11.2 Working outfits - Distinctive marks

When carrying out works at the Site, Contractor's staff are liable to:

- wear a distinctive outfit (uniform) bearing Contractor's distinctive marks.
- bear, on a conspicuous spot, a tag integrating their photograph and basic information, including their full name and title.

11.3 Personal Protective Equipment

The Contractor shall provide his staff with all Personal Safety Equipment (PSE) necessary

for due performance of their duties; shall strictly comply with all statutory Health and Safety regulations; shall appoint an on-site Safety Manager and a workplace physician as required by law; shall take all statutory Vocational Risk Assessment and Prevention measures; shall take all necessary staff protection measures to ensure effective staff protection against exposure to harmful agents; shall apply all statutory staff information procedures etc.

11.4 Compliance with labour and social security legislation

11.4.1 The Contractor shall be fully and solely liable towards PPC for compliance with the applicable labour and social security legislation as regards the staff employed by them or by their Sub-Contractors as well as any third parties involved in any employment relationship with them in the context of the implementation of the Contract.

11.4.2 The Contractor and the Subcontractors shall strictly comply with all labour and insurance legislation applicable to the staff employed under the Contract on site, including payment of statutory remuneration (which may under no circumstances be lesser than that provided for in the relevant collective employment agreement), observance of legal working hours, payment of statutory social security contributions, strict observance of health and safety conditions of employees, etc.

Moreover, the Contractor is liable to use legally licensed staff.

11.5 Health and Safety

11.5.1 The Contractor and/or the Subcontractor shall take all health and safety measures required by law, e.g. without limitation, shall employ a safety technician and an occupational physician, comply with all workplace risk assessment and prevention regulations, provide efficient protection against harmful substances, keep employees informed about the potential risks arising from the works performed, etc.

In addition, the Contractor is liable to apply general Health and Safety rules to protect employees as per the applicable laws (Presidential Decree 305/96, Presidential Decree 17/96, Law 1396/83 etc.), as in force from time to time.

11.5.2 Prior to the commencement of the works the Contractor shall designate a Health and Safety Manager for the entire Contract term, if this is required by law. The H&S Officer will be responsible for all crews of the Contractor and any sub-contractors, holding the powers and responsibilities prescribed by the applicable laws.

The Health & Safety Officer shall then:

- gain knowledge of the safety rules to be applied throughout execution of the works (Contractor's Safety Officer will be furnished with general work safety rules, work permit procedures, information on the use of work equipment and personal protective equipment),
- familiarise himself with the conditions and risks prevailing at the areas

where the contracted works will be carried out, with the contents of the PPC Health and Safety Dossier (HSD) and the draft Health and Safety Plan (HSP) submitted by the Contractor to the Company.

confirm in writing that he has gained direct knowledge of and familiarised himself with all health and safety matters. Such written confirmation shall be forwarded to the Contractor's Supervising Engineer and PPC's Appointed Engineer and shall be an essential prerequisite of the signing of Contractor's warehouse protocol.

- 11.5.3 Throughout execution of the contracted works, the Contractor shall be liable to implement, monitor compliance with, readjust and update the HSD and the HSP, as necessary. For that purpose, PPC may at its free discretion hold regular meetings with the authorised representatives of the Contractor.
- 11.5.4 The Contractor shall take all steps necessary to ensure the safe operation of PPC warehouse and create a safe working environment for the crews of PPC or other Contractors working on site or in adjacent spaces.
- 11.5.5 It is noted that in case of non-compliance of the Contractor with their obligations regarding Occupational Health and Safety, the Company reserves the right to demand discontinuance of the works by fault of the Contractor, who is in any case liable to pay all relevant costs (fines, restoration expenses, third-party compensations, etc.).
The above responsibilities of the Contractor are not restrictive and do not reduce in any way their exclusive responsibility, as an employer, in Health and Safety issues of their personnel and any subcontractors.
- 11.5.6 As project owner and as the party having exclusive control over the project site, PPC has both an obligation and a right to: supervise the works, not only in terms of how they are implemented, but also in terms of the Contractor's compliance with Health and Safety rules; cooperate with the Contractor in implementing such rules; coordinating all actions aimed at protecting the employees against occupational risks; and keep all parties properly informed (Presidential Decree 17/96, para. 9).
In this context, if any crews of other Contractor and/or PPC are present at the Project site at the same time, the party responsible for H&S matters will be PPC and PPC's Supervisory Division shall designate a Safety Officer, whose instructions and directions will have to be strictly complied by the Contractor's staff.

11.6 Hazardous materials

The Contractor shall bear the following obligations, without limitation:

- Not use toxic and dangerous substances.
- Submit a Materials Safety Data Sheet for all chemical substances used in the Project and comply with all safety measures applicable under the law during execution of the works.

11.7 Risks during loading and unloading

During the loading and unloading of the materials/equipment transport vehicles, all specifications and terms of the contracts governing the collection, loading and safe

placement of the materials/equipment on the vehicles must be observed, as applicable. Unloading must be carried out with special care to avoid accidents.

11.8 Environmental Protection

The Contractor shall, without limitation:

- Comply with the applicable National and EU legislation
- Comply with applicable environmental regulations.
- Take all steps necessary at the work site to deal effectively with air pollution, noise and soil / water / fauna and flora pollution.
- Strictly comply with all environmental protection requirements laid down in the Draft Health and Safety Plan and in the Project's Health and Safety Dossier, as applicable.
- Comply with Company's environmental protection instructions and directions, in particular with regard to waste disposal.

The list of Contractor's responsibilities is non-restrictive and Contractor's exclusive responsibility for environmental protection throughout the works may not be howsoever limited.

It is noted that, in case of non-compliance of the Contractor with their obligations regarding environmental protection at the Project site, the Company reserves the right to demand discontinuance of the works by fault of the Contractor, who will be liable to pay for all relevant costs (fines, restoration expenses, third-party compensation, etc.).

11.9 Liability from other causes

Contractor's responsibilities/liability from the following causes (without limitation):

- Material damage caused to foreign property (damage to cultivated fields etc.);
- Adoption of all measures necessary (e.g. safeguarding of the Contractor's work site, separation of the Contractor's work site from any operative PPC facilities etc.) to ensure the unhindered operation of any existing PPC warehouses inside or near the Project site, and the unhindered execution of any other works currently executed by PPC crews or crews of other Contractors at the Project site or in adjacent spaces.

It is noted that, if the Contractor fails systematically to meet the above obligations, the Company reserves the right to demand discontinuance of the works by fault of the Contractor, who will be liable to pay for all relevant costs (fines, restoration expenses, third-party compensation, etc.).

Article 12 Penalties

The provisions of Article 9 of the General Terms of Contract shall apply.

Article 13 Guarantees - Letters of Guarantee

13.1 The Supplier furnished to the Company today, by way of a Performance Guarantee No issued by with a value of EUR Euros, representing 5% of the Contract Price, valid for a period of.....from the Contract effective date.

13.2 With respect to any increase in the Contract Price, provided that one or more increases exceed in total ten percent (10%) of the Contract Price, the Contractor must submit a supplementary Performance Guarantee with a value equal to the total increase of the Contract Price.

As per the rest, the provisions of Article 10 of the General Terms of Contract shall apply.

Article 14 Sanctions

14.1 The Buyer represents and warrants that:

- a. The materials will be used only for technical purposes and shall not be used for any activity that promotes the proliferation of nuclear, chemical or biological weapons or missile technology or otherwise violates any applicable laws, statutes, rules or regulations.
- β. The Contractor shall not release, sell, provide, export, re-export, transship, transport, convert, loan, lease, ship, allow access to, or otherwise make the Materials available, directly or indirectly, to any person, country or state that is subject to sanctions, if this contravenes any applicable laws or may result in the Parties violating any applicable laws, including, but not limited to, sanctions laws.
- γ. The Contractor shall not use the items to produce materials that will be directly or indirectly shipped, sold or supplied to any person, country or state that is subject to sanctions, if this contravenes any applicable laws or may result in the Parties violating any applicable laws, including, but not limited to, sanctions laws.

Article 15 Liability of the Partnership/Association

13.1 It is explicitly agreed that all members of the Consortium are jointly, severally and indivisibly liable towards the Company for the fulfilment of all obligations assumed by the Consortium under this Contract.

13.2 It is also agreed that the members will be represented by a common representative throughout the Contract term and the Company will verify the effective participation in the Consortium of all members, based on the deed of incorporation presented.

Article 16 Validity of the Contract

The Contract shall enter into force on the date stated on its first page, which shall be considered the date of signing."

This Agreement is signed in two original copies, one of which shall be delivered to the Company and the other to the Contractor.

THE PARTIES

PPC SA By:

THE BUYER By:



Call for tenders No: POPD-EKP0090

Object: "Disposal (Sale) of Materials/Parts at the Warehouse 1001 (502) of LCWM"

ANNEX V
Table of Materials

| S/N | PPC Code Number | DESCRIPTION OF THE DISPOSED MATERIAL | MEASUREMENT UNIT | TOTAL VALUE IN € |
|-----|-----------------|--|------------------|------------------|
| 1 | | Group 1: Crane spare parts Omega | PIC | |
| 2 | | Group 2: Crane spare parts PPM | PIC | |
| 3 | | Group 3: Spare parts for clearing machines KoeringVandam | PIC | |
| 4 | | Group 4: Engine spare parts GM | PIC | |
| 5 | | Group 5: Bus spare parts Stayer | PIC | |
| 6 | | Group 6: Bus - truck spare parts Nissan Patrol | PIC | |
| 7 | | Group 7: Propeller spare parts Stalowa Wola | PIC | |
| 8 | | Group 8: Truck spare parts Magirus | PIC | |
| 9 | | Group 9: Truck spare parts Steyr | PIC | |
| 10 | | Group 10: Loader spare parts Fiat -Allis | PIC | |
| 11 | | Group 11: Loader spare parts Fiat Terex | PIC | |
| | | Total | | |



Call for tenders No: POPD-EKP0090

Date:

Object: " Disposal (Sale) of Materials/Parts
at Warehouse 1001 (502) of LCWM"

TECHNICAL SPECIFICATION

ISSUE 3 OF 5

TECHNICAL SPECIFICATION

Object: "Disposal (Sale) of Materials/Parts at Warehouse 1001 (502) of LCWM"

1. The materials/parts intended for sale are thoroughly listed in the Tables of Annex I, which are available only in electronic form:

Notes:

- These are excessive quantities of materials/parts that are not useful to the Company.
- The Contractor shall collect the materials by their own staff and vehicles.
- The Contractor is liable to leave the collection spaces in good order.
- All vehicles to be used to carry out the contracted works will be legally licensed and insured in accordance with the Law.

2. Materials/parts storage location (collection point)

The storage location of the materials/parts and the responsible staff are indicated below:

| No | LOCATION | PERSONS IN CHARGE | TEL. | E-MAIL |
|----|---|------------------------|-----------------|--|
| 1. | LCWM / WAREHOUSE No.1001 Warehouse Code 502 | Urania Parastatidou | +30 6970 006349 | o.parastatidou@ppcgroup.com |
| | | Tzikas George | +30 690 8042351 | g.tzikas@ppcgroup.com |
| | | Amanatidis Fotios | +30 697 0005909 | f.amanatidis@ppcgroup.com |

3. Works - Collection of materials

- 3.1 The vehicles to be used by the Contractor to collect the materials/parts must comply with the applicable safety rules (vehicle maintenance, tyre condition, trolleys suitable for loading, suitable loading accessories, etc.).
At least three (3) working days prior to each collection, the Contractor shall notify the Warehouse of the time of loading by telephone or, if possible, by fax or e-mail and shall submit the documentation required for each vehicle as follows:

- Registration certificate indicating that the vehicle is permitted to carry the materials envisaged in this Call for Tenders.
- Vehicle insurance policy
- Private agreement (where a public vehicle is used).

For vehicles carrying lifting equipment, the Contractor is liable to present the relevant inspection certificate and operator's license.

- 3.2 Any inapt materials/parts to be found among the above materials/parts will be sorted out during loading by care and the cost of the Contractor. The Contractor shall collect the materials in sequence, without sorting, in accordance with the instructions of the competent staff. The Contractor shall collect the entire quantity to be sold without exception. Vehicles found to be overweight shall not be allowed to leave the premises. The provisions of the Traffic Control Code shall in this case be strictly observed. The Contractor is liable to ensure that the collection point is left in good order once collection is completed.
- 3.3 If so requested, the Contractor shall present all documentation they are required to keep under the applicable laws and regulations. The Contractor is also liable to handle (collection, transportation, temporary storage, disposal or recycling, etc.) the materials/parts delivered to them in an environmentally sound manner, in accordance with the applicable Greek and EU legislation and shall be liable for any unsound environmental handling of the materials they will collect from PPC S.A., insofar as such handling is harmful to the environment.

The Contractor is also responsible for the loading and transportation of the materials/parts from PPC's Warehouse to their final destination, in accordance with the applicable laws and regulations (Traffic Control Code, etc.) which the Contractor will strictly observe. The Contractor warrants that they shall not mix any PPC materials with other materials of doubtful origin not checked for PCB content or other hazardous waste.



Contract No: POPD-EKP0090

Date:

Object: "Disposal (Sale) of Materials/Parts
at the Warehouse 1001 (502) of
LCWM"

**DIVESTMENT CONTRACT
GENERAL TERMS**

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DIVESTMENT CONTRACT - GENERAL TERMS

Article 1 Scope of Agreement

- 1.1 The Company hereby sells to the Buyer and the Buyer hereby purchases scrap or surplus materials (hereinafter: "the materials"), as described in the "Contract Agreement", which are currently located at the depots and facilities listed in the same document.
- 1.2 The materials are sold to the Buyer in their exact current status, whatever this may be. The Company assumes no responsibility nor howsoever warrants for their exact quantity, quality or condition. Moreover, the Company is not responsible for any actual defects or missing qualities of the materials, whether apparent or otherwise.
- 1.3 The Buyer hereby expressly states that they:
 - (a) have had the materials thoroughly inspected on site by persons of their own choice and found them to be of their absolute liking, with all their defects, apparent or otherwise; and
 - b) have gained full knowledge of all defects of the materials and found that the materials are suitable for their intended use.

Article 2 Language – Correspondence and Documents

- 2.1 The official language of the Contract shall be Greek. In case the Buyer is a foreign person/entity, all correspondence may be executed both in Greek and English, in which case the Greek version shall prevail.
Irrespective of the above, Technical Specifications and various other technical elements of the Contract may, at PPC's discretion, be drafted in English.
- 2.2 All written communications between the Company and the Buyer shall be drafted in Greek by the PPC Division that represents the Company. Whenever it is considered essential, or for reasons of prompt and due implementation of the Contract, correspondence may be exchanged directly between the Buyer and Company Divisions, depending on the content, subject essentially to notification to the Division that represents the Company.
- 2.3 Correspondence may be in the form of letters, fax messages or email messages. Any messages delivered in writing shall be deemed to be sent at the date they were sent.

Article 3 Fee- Payment

- 3.1 The unit price agreed for each type or category of materials sold, the price break down, the total price and all relevant stipulations are set out in the "Contract Agreement".
- 3.2 The total price indicated in the "Contract Agreement" is provisional and will be finalised upon final determination of the quantity of the materials to be sold. Such determination will be made upon receipt of the materials in accordance with Article 6(2) of this Agreement.
- 3.3 Subject to the specific terms of the Contract Agreement, the above unit prices are standard and not subject to readjustment for any reason or cause. The Buyer states that the price quotations referred to above have been determined with due regard to any contingencies that could potentially arise in the course of Contract implementation or from any other reason or cause leading to reduced prices; that Buyer has no right to demand any reduction in the quoted prices or any readjustment thereof; that Buyer explicitly and unconditionally waives any such claims and rights, including the rights and remedies referred to in Sections 388, 178 and 179 of the Civil Code and that Buyer understands that there is a potential risk of unforeseeable change in the financial environment and accepts such prospect.
- 3.4 The Buyer shall pay for the value of the materials as described in the "Contract Agreement" attached hereto.
- 3.5 The quoted price may under no circumstances be offset against the performance guarantee.

Article 4

Prices - Tax liabilities

- 4.1 All taxes, duties, fees, charges, stamp duties, deductions, contributions, VAT, etc. arising from any cause in favour of the State or any local authorities, legal entities of public law or in favour of third parties in general, including any EFKA contributions or contributions payable to other organisations, fines and surcharges of any kind that may be levied in the future, shall be borne entirely and exclusively by the Buyer. The above list of charges relevant to this agreement and any payments to be effected hereunder is merely indicative and not restrictive. Insofar as the Buyer, the Company or the materials is/are exempt from VAT, duties or other charges mentioned above, the exempted amount shall be returned by the Buyer to the Company.
- 4.2 The statutory VAT will be paid by the Buyer to the Company upon payment of the contractual price of the materials.

Article 5

Amendment of the Contract during its term

- 5.1 Any amendment to the Contract must be in a form that does not materially affect competition.

5.1 In the context of the implementation of this Contract, the Company may amend the Contract during its implementation, in particular, in the following situations:

5.1.1 Due to exercise of options

In application of any options provided for in a separate article of the Contract Agreement. In a positive case, the said article, shall clearly and precisely describe the object, nature and extent of the options and the conditions under which they can be activated. These options are defined and exercised in a manner not impairing the overall nature of the Contract.

5.1.2 In case any additional quantities of materials or in case of amendments that were not provided for in the original Contract

Throughout the Contract implementation period, the Company may cause such changes to the form, quality and quantity of each Contract item as may be deemed necessary and/or essential to attain the Contract purpose. The Buyer shall have no right to demand an increase in unit prices or raise any other claims, provided that:

- a. additional procurements cannot be separated from this Contract for financial or technical reasons without this creating major problems to the Company; or the quantities concerned can be separated from this Contract but are strictly necessary for its thorough implementation; and
- b. their separation would entail significant problems or substantial increase in expenses for the Company;
- c. the resulting change in the original contract price or individual parts does not exceed the limits laid down in the Special Terms of Contract.

5.1.3 Due to circumstances that could not be foreseen

During Contract implementation the Company may also amend the Contract due to circumstances that could not be foreseen by a diligent awarding authority (such as, without limitation, enactment of new regulations or rules established as mandatory after the Contract was signed).

These modifications to the Contract, whether they entail a change in the total initial contractual price or not, will be the subject of an additional contract.

5.1.4 Due to imperative changes of limited financial scope

The Company can cause any changes to the items and/or quantities of each item, subject to proportional readjustment of the contractual price, in which case the Buyer shall have no right raise any other claims, provided

that the resulting readjustment of the initial contract price does not exceed ten percent (10%) and the readjustment is considered to be immaterial, save as otherwise provided for in the Special Terms.

5.1.5 Following substitution of the Buyer in accordance with the provisions of Article 12 hereof.

5.2 If these changes entail an increase in the total contractual price, they shall be awarded to the Buyer by way of a Supplementary Contract.
If changes made during Contract implementation result in a reduction of the initial contractual price, no Supplementary Contract is required. Such reduction shall be timely notified to the Supplier by the competent Division.

Article 6

Delivery and Acceptance of Materials

6.1 The Buyer is liable to collect and remove from the PPC's installations all materials mentioned in the "Contract Agreement" within the deadline stipulated therein.

The collection and removal of the materials will be carried out by Buyer's staff strictly on working days and hours at the locations designated by the Company from time to time. Collection and removal operations may be carried out on public holidays subject to Company's authorisation, provided that the Buyer undertakes in writing to reimburse the Company, promptly upon request, for any charges or damages incurred by the latter as a result of Company staff being employed beyond working hours.

6.2 The final quantity of the materials will be determined (where the measurement unit is weight) by weighing the materials on Company's weighing equipment. If the Company does not possess such equipment, the materials shall be weighed using State / public equipment. If such equipment is not available either, the materials shall be weighed through use of private equipment acceptable to both parties.

Where quantities are measured in pieces, the final quantity will be determined by counting.

The final quantity will be evidenced by a delivery and acceptance protocol signed by both parties and a Delivery Note issued in accordance with the applicable Tax Code provisions.

6.3 The Company reserves the right to exclude from the sale any usable materials or parts that may exist among the materials listed in the "Contract Agreement".

6.4 The Company has a right to move the materials sold to various Depots.

6.5 Upon receipt of the contractual materials, the Buyer shall arrange for their collection, loading, shredding and transportation, as well as for any other related work, at their own cost and by their own care.

Any materials or parts thereof howsoever installed, fitted or connected to the ground will be dismantled and removed by care and risk of the Buyer and at Buyer's cost.

6.6 No vehicles of the Buyer shall be removed from Company's warehouses, unless a receipt is presented to the competent Company staff evidencing receipt of the price of the materials by PPC, along with a clearance from the Customs Authorities evidencing payment of all applicable customs duties or final exemption from duty - in case of non-cleared materials.

For partial deliveries, the competent PPC employee delivering the materials will indicate the price of the partial quantity delivered on the rear side of the Customs clearance and the relevant PPC receipt.

Article 7 **Buyer's liability**

7.1 Late changes

7.1.1 The Buyer undertakes, in the event of a late change, during the term of this Contract, of any information regarding the conditions for the non-existence of exclusion grounds, for which the Buyer had stated that they fulfil and/or had submitted the relevant proof of their fulfilment in the context of the preceding selection procedure until the conclusion of this Contract, to notify PPC without delay of such change, otherwise PPC may enforce the provisions of Article 14.1 of this issue on termination of the Contract by fault of the Buyer.

7.1.2 It is explicitly agreed that if the Buyer:

- fails to duly and timely present written evidence of non-existence of any grounds of exclusion, whenever so required by the Company,
- has at any time submitted inaccurate or false statements or corrupted photocopies of public or private documents,

then PPC may enforce Article 14.1 hereof referring to termination of the Agreement by fault of the Contractor and reserves the right to exclude the Contractor from any future award procedures.

7.2 Compliance with labour, insurance and environmental legislation

7.2.1 The Buyer shall be fully and solely liable towards PPC for compliance with the applicable labour and insurance legislation as regards the personnel employed by them or by their Subcontractors as well as any third parties involved in any employment relationship with them in the context of the implementation of the Contract.

7.2.2 The Buyer and the Subcontractors are obliged to strictly comply with the provisions of the labour and insurance legislation for their personnel to be employed under the Contract at PPC's facilities, including the payment of the legal remuneration to their personnel, which in no case may be lower than those provided for by the relevant employment contract, the observance of the legal working hours, the payment of the statutory social

security contributions of their personnel, the strict observance of the health and safety conditions of employees, etc.

The Buyer is subject to the above obligations towards PPC, both for the personnel they will employ for the execution of the Contract, as well as for the personnel of any of their subcontractors, promising and guaranteeing the proper observance also on behalf of any of their subcontractors.

- 7.2.3 It is noted that in case of non-compliance of the Buyer with their obligations regarding Occupational Health and Safety, the Company reserves the right to demand discontinuance of the provided services by fault of the Buyer, who is in any case liable to pay all relevant costs (fines, restoration expenses, third-party compensations, etc.).

The above responsibilities of the Buyer are not restrictive and do not reduce in any way their exclusive responsibility, as an employer, for Health and Safety concerning the staff employed by the Buyer and any of its subcontractors.

- 7.2.4 The Buyer shall comply with all applicable national and EU environmental laws and regulations.

The Buyer shall be solely liable for the protection of the environment during the provision of the services of the Contract and their liability shall not be reduced in any way.

- 7.3 The Buyer bears all civil and criminal liability for any accident that may occur to the Buyer, to Buyer's or Company's staff or to third parties, including moral harm and moral distress, as well as for any material damage caused to third parties, including to the Company, as part of Buyer's execution of collection and removal operations. The Company is fully released of all liability in this regard.

- 7.4 The Buyer is liable to:

- ensure that all supporting documents submitted in electronic form as part of Contractor's technical offer, insofar as they are necessary for Contract implementation, will be fully effective or timely renewed (if expired during the Contract term).
- take all steps necessary to obtain new permits or modify those submitted (in case of legislative amendment) or submit any documentation necessary to implement the divestment.

If the Contractor fails to comply with the above requirement, PPC may enforce Article 14.1 hereof referring to termination of the Agreement by fault of the Contractor and reserves the right to exclude the Contractor from any future award procedures.

Article 8

Buyer's Staff

- 8.1 The Buyer shall provide at their own risk and cost all staff necessary, depending on the PPC Division, for due fulfilment of Buyer's obligations under the Contract and

shall be liable under the Civil and Criminal Greek Laws for all acts and/or omissions of such staff related to this Contract.

- 8.2 Any and all staff whatsoever to be used by the Buyer in the collection of the materials shall be adequately qualified and specialised and shall meet all conditions and requirements applicable under the Greek Law and the relevant Regulations.
- 8.3 The Company shall have the right to request, by written notice to the Buyer, the removal of any member of its staff (Greek or foreign) which is considered unsuitable for any reasonable ground. The Buyer shall be liable to remove such member of staff without objection at their own expense and said member shall not be re-employed without the prior written consent of the Company.
- 8.4 In the event that a member of the Buyer's personnel is retired or disqualified, the Buyer may not invoke such removal as a reason for delay in the provision of their services.
- 8.5 PPC shall not be howsoever involved in any form of legal relationship, including in any service provision/employment relationship, with any staff employed by the Buyer. A relationship of this nature shall only exist between such staff and the Buyer, who is also responsible for their recruitment and dismissal and bears all relevant responsibilities and obligations.
- 8.6 Upon receipt of the materials the Buyer and their staff shall strictly comply with the instructions of Company's warehouse keepers and other staff.
- 8.7 It is expressly agreed that the Buyer will comply with the above without raising any objections. In case the Buyer fails to comply with the above requirements or in case the receipt/acceptance procedure is disrupted as a result of an act or omission of the Buyer or Buyer's staff, PPC may terminate this agreement by fault of the Buyer, in accordance with the provisions of Article 16.1 hereof.

Article 9 Penalties

- 9.1 In case the Buyer fails to receive and collect the materials within the contractual deadline, in whole or in part, for any reason or cause other than force majeure or by fault of the Seller or a State Authority, then, subject to the provisions of Article 14 hereof, the Buyer shall pay the Seller by way of penalty an amount equal to zero point five percent (0.5%) of the total price of the materials of which delivery is delayed for the first and second weeks of delay, one percent (1%) for the third week and one point five percent (1.5%) for the fourth and fifth weeks of delay. Such penalty amounts shall apply to entire weekly periods of delay, rather than to fractions of a week. The amount of penalty referred to above may under no circumstances exceed five percent (5%) of the total value of the materials. In case of a price readjustment, the above penalty shall be calculated based on the original contractual prices.

9.2 It is further agreed that, in case of delayed receipt and collection of the materials, PPC may at its discretion terminate this agreement without cost, by written notice to the Buyer, without any deadline, irrespective of whether the aforementioned amount of penalty has fully accrued. In this case, the effects of Article 14 hereof shall ensue.

9.3 It is expressly agreed that the above penalty shall forfeit regardless of whether PPC has incurred any damage. In addition to the penalty, PPC may claim from the Buyer all liquidated damages incurred as a result of Buyer's failure to implement this agreement in a due and timely manner.

9.4 In case receipt of the materials is delayed by fault of the Company or due to force majeure, the receipt deadline will be extended accordingly, in which case the Buyer shall hold no claims against the Seller from this cause.

Article 10 **Guarantees - Letters of Guarantee**

10.1 The Buyer guarantees for due fulfilment of all obligations undertaken under the Contract.

The Buyer further guarantees for thorough implementation of the Contract, in whole or in part, within the time limits specified therein.

10.2 In the event of failure by the Buyer to comply with what was guaranteed by them, the Company shall be entitled to exercise all the relevant rights granted to it by the Contract. However, failure by the Company to enforce any of its rights may not be construed as waiver from such rights.

10.3 By way of guarantee for due and timely fulfilment of their obligations under the Contract, the Buyer shall provide the Company with a Performance Guarantee at their own cost.

The Performance Guarantee shall replace the Participation Guarantee already in Company's possession in the Selection Procedure.

Any departures from the Performance Guarantee template attached hereto shall be evaluated by the competent PPC Division before the Performance Guarantee is accepted or rejected.

10.4 With regard to any increase of the contract price exceeding the rate laid down in the Agreement, the Buyer shall submit (a) supplementary Performance Guarantee(s).

10.5 The Company, at its discretion, shall be entitled to declare as forfeiting the Performance Guarantee, in whole or in part, due to any claim it may have against the Buyer arising from the Contract.

10.6 Without prejudice to any terms hereof to the opposite, such Guarantee will be returned to the issuer, unless there are grounds of forfeiture, following a request to

that effect from the Buyer, provided that the Buyer has fully and thoroughly fulfilled their contractual obligations in their entirety and the parties' mutual obligations are finally cleared.

- 10.7 For the return of the Performance Guarantee to the issuer, the Buyer must file a request to that effect with the Company.

10.8 Issuance of a Performance Guarantee

- 10.8.1 The above Performance Guarantee may be issued in the form of the Performance Guarantee template attached hereto, by a credit or financial institution or insurance company, within the meaning of points (b) and (c) of Article 14(1) of Law 4364/2016, subject to PPC consent - which PPC may not unreasonably withhold. The issuer shall be carrying out operations in:
- a. a Member State of the European Union (EU), or
 - b. a Member State of the European Economic Area (EEA), or
 - c. in third countries

and that have that right according to the provisions in force.

- 10.8.2 It may also be issued by the T.M.E.D.E. (Engineers' - Public Works Contractors' Fund) or be provided by note of Deposits and Loans fund followed by a deposit of the corresponding sum of money.

When provided with a promissory note of the Deposits and Loans Fund, the term: "the guarantee is provided irrevocably and unconditionally, and the issuer waives the benefit of division and discussion" is not applicable.

10.9 Performance Guarantee Validity

The validity period of the above Performance Guarantee shall be determined in the Contract Agreement.

Such period will be extended beyond the aforementioned deadline, without objection, following a written request by PPC filed prior to the expiry date of such Letter of Guarantee. Failure by the Buyer to comply shall entitle PPC to demand forfeiture of the Performance Guarantee concerned.

Article 11

Substitution - Subcontracting - Assignment

11.1 Substitution

- 11.1.1 The Buyer shall not be entitled to be substituted by any third party, natural or legal person, in the execution of the Contract, or any part thereof, without the prior written approval of the Company.
This shall not apply if the Buyer is substituted by a new Buyer as a result of:

- a) an explicit clause of the Contract to that effect;

b) total or partial substitution of the original Buyer, due to corporate restructuring, including acquisition, absorption, merger or insolvency, especially in the context of pre-bankruptcy or bankruptcy proceedings, by another interested party that meets the selection criteria laid down in the Call for Tenders based on which the Contract was executed, provided that such substitution calls for no material amendment to the Contract,

provided that the new Buyer assumes all rights and obligations of the Buyer under the Contract vis-a-vis the Company, by prior written notice to the Company and upon presentation of evidence documenting the incident.

In the event of substitution, a Supplement to the Contract will be signed by all interested parties and the Letters of Guarantee of the Contract will be replaced.

11.1.2 In the event that members of the Partnership/Association are bankrupt or placed under compulsory receivership, the remaining members are obliged to complete the execution of the Contract and assume all the obligations of the bankrupt members or the members under compulsory receivership deriving from the Contract.

11.1.3 If the Buyer's substitution in whole or in part is authorised by the Company, the Buyer shall not be released of their responsibilities and obligations under the Contract, and shall remain directly and fully liable for all acts or omissions of the Substitute or Substitute's staff, as if those acts or omissions were committed by the Buyer themselves.

If the Buyer is substituted in the Contract and remains jointly and severally liable with their Substitute, the Buyer shall unconditionally waive the right to contest and divide liability.

Such waiver, in respect of Substitutes, must be stated in all substitution agreements concluded by the Buyer. Moreover, all substitution agreements shall state that, throughout the implementation of the Contract, the Substitutes, shall be fully, jointly and severally liable with the Buyer towards the Company for the scope of the substitution.

11.2 Subcontractors/Sub-Suppliers

11.2.1 Buyer's subcontractors / sub-suppliers are any third parties assigned with any part of the Contract scope by means of a written Divestment Agreement.

11.2.2 The Contractor may freely choose its Subcontractors and Sub-Suppliers by its own care, subject to the following conditions:

a. The prospective Sub-contractors and Sub-Suppliers are experienced and reliable economic operators.

b. In the event that the Contractor wishes to replace an approved Subcontractor or Sub-Supplier, they will be able to do so only with the consent of the Company.

11.2.3 The above procedure is not necessary in case the Subcontractors and Sub-Suppliers are mentioned in the Contract, in which case the above information has already been submitted to and approved by the Company.

However, if the Contractor wishes to replace one of these Subcontractors and Sub-Suppliers, the Contractor shall request PPC's approval, in accordance with paragraph 11.2.2.b above.

11.2.4. Upon Contract signature and no later than the commencement of any works at PPC's premises, under the direct supervision of PPC, the Contractor shall disclose to the Company the name, contact details and legal representatives of any subcontractors involved in such Disposal, insofar as they are not included in the Contract and are known to the Contractor at the time. The Buyer shall notify PPC of any changes in the above-mentioned information occurring during the Contract term and shall further disclose to PPC all necessary information regarding new subcontractors to be employed by the Buyer subsequently.

11.2.5 In any case of execution of part of the Contract by Subcontractors, the Contractor is not relieved of their responsibilities and obligations under the Contract, but shall remain directly and fully liable for all acts or omissions of the Subcontractors or their personnel, as if such acts or omissions were due to the Contractor themselves.

11.3 Assignment

11.3.1 The assignment of any rights or claims against the Company arising from or in connection to the Contract by the Buyer to third parties (natural or legal persons) is prohibited and shall be null and void, save with the prior written consent of PPC.

Article 12 Consequential Losses

It is agreed that any actions or omissions of either party shall not entitle the other party to demand recovery of any indirect and/or consequential losses incurred as a result.

Article 13 Waivers and Approvals

13.1 If the Company chooses to waive any of its rights under the Contract or authorises any documents, drawings or action of the Buyer, such waiver or authorisation shall

under no circumstances release the Buyer of their responsibilities under the Contract.

- 13.2 The Buyer hereby waives expressly and unconditionally all their rights under Sections 1106 of the Greek Civil Code, save for the rights laid down in paragraph 3 hereof.

In addition to the above Civil Code provisions, the Buyer hereby waives the right to enforce Section 388 of the Civil Code and/or all rights afforded to the Buyer under any other laws, regulations, etc. as currently in force or as same may apply in the future in relation to termination of the Contract or readjustment of the contract price which is payable to the Buyer in consideration for implementation of the Contract, regardless of any change of circumstance, save as otherwise stipulated in the Contract, given that the Buyer acknowledges and accepts the risk of an unforeseeable change of circumstance.

"Unforeseeable change of circumstance" shall not include any amendments to environmental laws, to the extent that the pricing stipulated in the Contract does not include any additional costs to arise from this cause.

Article 14

Force Majeure

- 14.1 Any incidents (i) having an impact on the implementation of the Contract; (ii) reasonably evading the parties' control; and (iii) being unforeseeable and unavoidable by the average prudent contracting party, are considered as Force Majeure events.

Indicatively, this includes strikes organised by recognised trade unions, lockouts and measures/restrictions imposed by the Authorities, obstruction of shipping activity, declaration of martial law and similar incidents.

- 14.2 Without prejudice to any Contract terms and/or Special Terms to the opposite, the events of Force Majeure impairing the Buyer shall include any circumstances impairing Buyer's subcontractors named in the Contract.

- 14.3 Failure by a subcontractor to fulfil or timely fulfil their obligations to the Buyer shall not be considered an event of Force Majeure.

- 14.4 Force Majeure events having an impact on the implementation of the Contract, are only acceptable as a cause of delay, rather than as a legitimate cause of indemnification of the parties.

The parties shall not be liable for non-fulfilment of their contractual obligations, provided that there are reasons of Force Majeure and are not entitled to raise claims regarding any expenses or financial burden, as a consequence of a Force Majeure event.

If only part of the obligations is affected by the reasons of Force Majeure, the party invoking them shall remain liable for that part of their obligations which is not affected by them.

If timely implementation of the Contract is clearly prevented by prolonged Force Majeure circumstances, the party invoking such circumstances may seek termination of the Contract in accordance with paragraph 15.3 hereof.

- 14.5 In the event that one of the parties considers that a Force Majeure event occurred, due to which they were unable to fulfill, in whole or in part, their obligations under the Contract, they must notify this fact in writing to the other party, providing as much information as possible.
Such notification must take place within an extinctive time-limit of fifteen (15) days from occurrence of the event, save where the other Party must be immediately notified due to the nature of the event.
- 14.6 In order for a Force Majeure event to be considered and recognised, the party invoking it must prove the occurrence of the event, by submitting all the required documents and other evidence, as well as that the event is directly related to the delay in the implementation of the Contract and that the delay in meeting the deadlines set by the Contract is attributable solely to this fact.
- 14.7 The effects of this event shall be communicated by the affected party to the other, along with all relevant information, within thirty (30) days from the date the event terminates.
Each Party is liable to notify the other of whether they acknowledge that the incident concerned falls under the provisions of this Article, within thirty (30) days from receipt of the relevant information.
- 14.8 Failure by either party to comply with the above requirement to notify the other party and provide information etc., for any reason or cause, within the above specified deadline, shall render any request for extension of deadline unjustified.
- 14.9 The time extension to be granted to contractual deadlines shall be determined based on the actual time lost.
- 14.10 For as long as the Force Majeure event continues, the affected party is liable to take all appropriate measures to mitigate its effects. The affected party is also liable to make all reasonable efforts to eliminate, without undue delay, the effects of Force Majeure (e.g. damage to equipment, delays, etc.).

Article 15

Claims - Disputes

15.1 Claims

- 15.1.1 Whenever the Buyer considers that it is entitled to raise a claim in relation to any issue regulated in the Contract, the Buyer shall notify the Company within a limitation period of ten (10) days from the date the relevant circumstances arose. The notice of claim shall be thoroughly justified.
Upon occurrence of any circumstances of this nature, the Buyer shall keep all necessary information in such a manner as may be considered necessary to support their claim.

- 15.1.2 Upon receipt of a notice of claim as above, the Company may review the information kept as above, provide the Buyer with instructions and further keep such additional information as it may consider appropriate, this not being potentially deemed as assumption of liability.
The Buyer is liable to keep all relevant information and provide the Company with copies promptly upon request.
- 15.1.3 If the Buyer's claim is acknowledged by the Company, the claim shall only be satisfied up to the amount the Company considers verifiable based on the information kept.

15.2 Disputes

- 15.2.1 Any dispute, including disputes arising from unsatisfactory regulation of a Buyer's claim as above, or any disagreement to arise at any time during the Contract term shall be notified in writing to the Company by the Buyer along with a "Dispute Resolution Request" stating explicitly that the dispute is to be resolved as per the terms of this Article.
- 15.2.3 The Buyer's "Dispute Resolution Request" will clearly describe the matter of dispute. In particular, this Request shall contain:
- a. a clear description of the dispute;
 - b. a description of the facts giving rise to the dispute;
 - c. the relief sought or any cash amount related thereto;
 - d. all evidence related to the dispute and any information considered essential.
- 15.2.4 If the Buyer is dissatisfied with Company's decision, it may seek resolution of the dispute through amicable negotiations. If such request is acceptable to the Company, a Conciliation Committee shall be set up by the competent body of the Company to negotiate with the Buyer on the resolution of the dispute.
If negotiation fails, the matter shall be referred to the Greek Courts and resolved as per the Greek Law.
- 15.2.5 The existence of a dispute between the parties shall not suspend the implementation of the Contract nor release the Buyer of the obligation to follow Company's instructions regarding due and timely implementation.
- 15.2.6 For any dispute or any kind of disagreement between the Company and the Buyer, which arises at any time during the term of the Contract and relates to the unsatisfactory execution of its claim by them, PPC may request, before bringing an action before the bodies referred to in Article 19 of this issue, the resolution of the dispute by amicable negotiations, applying the above mutatis mutandis.

Article 16

Breach of Contract – Termination

16.1 Termination by fault of the Buyer

Without prejudice to any rights and remedies afforded to the Company under any other Contract terms, if the Buyer fails to timely initiate the receipt of the materials without reasonable excuse or fails to comply with any Contract terms and therefore fails to timely receive the materials, thus clearly preventing timely Contract implementation, or if the Buyer fails to comply with Company's instructions or directions or with any Contract terms - save by fault of the Company or due to Force Majeure and excluding any situations where late receipt of the materials lies within the scope of Article 9, the Company may issue a "Special Request" to the Buyer, demanding performance or describing the specific actions or works to be carried out by the Buyer, within the deadline prescribed therein. Such deadline shall be determined based on the shortest possible time period required from a technical perspective for fulfilment of the respective obligation. If the Buyer fails to comply with such "Special Invitation" within the time limit prescribed as above, the Company may terminate the Contract in whole or in part by means of an extrajudicial notice served to the Buyer by a Bailiff, without any obligation to compensate the Buyer and without observing any deadline. The Buyer shall be liable to indemnify the Company for any liquidated damages incurred as a result of the Buyer's breach, provided that the Company can provably demonstrate the damage sustained. Buyer's liability to indemnify the Company on these grounds may not exceed fifty per cent (50%) of the total contract price plus the price of any supplements or readjustments. Such indemnification is due irrespective of any penalties applicable under the Contract.

16.2 Finalization of Termination

16.2.1 Termination becomes final, unless opposed by the Buyer within (15) days, or upon rejection of Buyer's objections. Any objection lodged within the time limit shall suspend the termination until the decision on objections has been made.

Objections shall be decided by the Company within a limitation period of two (2) months from the date they are filed.

Once termination is finalised as above, all pending contractual affairs shall be settled as soon as possible.

16.2. 2 In case of final forfeiture of the Buyer, the following shall apply without prejudice to Company's right to claim damages:

- a. the Performance Guarantees shall forfeit in favour of the Company
- b. Any Penalties accrued up to the date of termination shall fall due.

Article 17

Contract Dissolution

- 17.1 Termination due to bankruptcy, placement under receivership or substitution of the Buyer
- 17.1.1 The Contract shall be essentially terminated by unilateral notice of PPC, if the Buyer is declared bankrupt or, in the case of a partnership/association, if all members are declared bankrupt.
- 17.1.2 The Contract shall be terminated at Company's free discretion, if the Buyer is placed under receivership or, in the case of a partnership/association, if all members are placed under receivership, as well as if the Buyer is substituted by third parties, in whole or in part, in the implementation of the Contract, in breach of Article 11 hereof.
- 17.1.3 In the cases of Contract dissolution referred to in the two preceding paragraphs, the provisions of paragraph 16.2 of this issue shall apply.
- 17.2 Contract Dissolution at the option of the Company
- 17.2.1 The Company may seek termination of the Contract in whole or in part at its free discretion any time during the Contract term, by notice given to the Supplier one (1) month prior to the termination date specified in such notice.
- 17.2.2 In case the Contract is terminated as above, the Company shall return the remaining balance of the Performance Guarantees.
- 17.3 Dissolution by mutual consent
The Contract may be dissolved without penalty for both parties, upon their written agreement. In that case, the provisions of paragraph 17.2.1 above shall apply.

Article 18

Supplier disqualification from selection procedures

- 18.1 PPC shall reserve the right to exclude the Buyer temporarily or permanently from the Contractor selection procedures, by decision of its competent bodies, if a previous Contract has been terminated or if the Company has become aware that the Buyer has been convicted by irrevocable court judgment for breach of any environmental, social welfare or labour laws or that the Buyer lacks the degree of credibility required or failed to conduct itself in an appropriate manner in its business dealings with the Company.
- 18.2 Such exclusion shall be notified to the Buyer by extrajudicial statement by the competent PPC Division. The Buyer shall have a right to file objections, which are assessed by the competent PPC body.

Article 19

Jurisdiction – Applicable Law

Any dispute between the parties, which arises during the implementation of the Contract and cannot be resolved by the procedures provided for therein, shall be resolved by the competent Greek Courts and in accordance with Greek Law.



Call for tenders: POPD – EKP0090

Date:

Object: "Disposal (Sale) of Materials/Parts at
the Warehouse 1001 (502) of
LCWM"

TEMPLATES OF THE ELECTRONIC SELECTION PROCEDURE

ISSUE 5 OF 5

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DECLARATION OF LEGALIZATION OF TENDERER ¹
(Covers paragraph 11.2.2 of issue 1 of the Call for tenders)

I, the undersigned acting as representative of the tenderer²..... hereby declare that:

1. - (For Greek tenderers)

The tenderer is registered with the General Electronic Commercial Registry (GEMI) under record number and complies with all publicity obligations in accordance with the applicable law and more specifically Law 3419/2005.

- (For foreign tenderers)

The tenderer is registered with the Registry of

(the corresponding registry, the relevant legislation of their country of establishment and the necessary data for their access – internet address, etc. – are indicated by the PPC Division that carries out the Selection Procedure)

2.³..... of the tenderer - legal person is:

.....
.....
.....

3. The legal representative of the tenderer - legal person is

4. The tenderer - legal person legally:

4.1 decided to participate in the Procedure,

4.2 appointed to sign the tender

5. In the event of a late change to any detail of our offer, regarding the conditions for the absence of exclusion grounds, throughout the term of validity of the offer and/or any contract to be concluded, we undertake to notify PPC immediately of the change in question, otherwise PPC may:
- reject our tender and demand forfeiture of the Participation Letter of Guarantee.
 - if the relevant contract has already been concluded, it may terminate it and forfeit the Performance Guarantee.

Date:

The Declarant

(Full name - capacity - signature)

INSTRUCTIONS

- ¹ I, the undersigned acting as representative of the tenderer hereby declare that:
- ² The participant shall indicate the name of the tenderer - contractor
- ³ Indicate, depending on the legal form of the tenderer, "members of the Board of Directors" or "managers"

**DECLARATION OF ACCEPTANCE OF THE TERMS OF THE SELECTION PROCEDURE &
TENDER VALIDITY PERIOD - DECLARATION OF AWARENESS OF THE CONDITION OF
DIVESTED MATERIALS**

(Covers paragraph 11.2.3 of issue 1 of the Call for tenders)

I, the undersigned, acting as the representative of the tenderer¹..... hereby declare that the tenderer:

1. Was fully informed about the Call for tenders No and in particular all issues and documents referred to in Article 6 of Issue 1 thereof. The Tenderer's price quotation was determined:
 - a. Following a visit to Seller's facilities and thorough inspection of the materials by persons of Tenderer's own choice. The materials were found to be of Tenderer's absolute liking, with due regard to apparent or hidden defects;
 - b. After the Tenderer gained thorough knowledge of all defects of the materials and established that the materials met all relevant conditions and were appropriate for their intended use;
 - c. Following an on-site inspection of the materials, through which the Tenderer gained knowledge of all existing and potential circumstances and risks that may in any way affect the costs involved or amount of time required for Contract implementation.
2. Expressly and unconditionally accepts all the terms of the Procedure,²..... as well as the draft contract attached to the Call for tenders.
3. Their tender shall remain valid as provided for in Article 8 of issue 1 of the Call for tenders and shall not, under any circumstances, after its opening and throughout its validity, be entitled to revoke it or request its amendment or supplement it in any way or form.
4. The Tenderer's offer:
 - does not present Deviations from the Commercial and Financial terms of the Call
5. The Tenderer will manage (collection, transport, temporary storage, disposal or recycling, etc.) the purchased materials in an environmentally sound manner, in accordance with the applicable Greek and EU legislation, bearing in mind why and how the materials were originally sold as products. The Tenderer shall be responsible for any unsound environmental management of the materials they will receive from PPC SA that causes environment harm.
6. The Tenderer is responsible for the loading and transportation of the materials from PPC's Warehouse to their final destination, in accordance with the applicable laws and regulations (Traffic Control Code etc.), which the Tenderer will strictly observe. The Tenderer warrants that they shall not mix any PPC materials with other materials of doubtful origin. The Tenderer submits all supporting documents required, as appropriate, as detailed in Article 3 of the Call for Tenders, in electronic format.
7. The Tenderer represents and warrants that:

- All supporting documents submitted in electronic format as part of Tenderer's technical offer as documentation essentially required for implementation of the Contract scope will be fully effective, otherwise timely renewed (if expiring during the Contract term);
- The Tenderer will take all steps necessary to obtain new or amend any permits already submitted (in case of legislative amendment) or any documentation that may be required to implement the divestment.

Date:

The Declarant

(Full name - capacity - signature)

INSTRUCTIONS

¹ Indicate the name of the tenderer

² In the event that Addendums to the Call have been issued, the declarant must indicate "and the Addendum(s) thereof No ... to No..."

**SOLEMN DECLARATION OF NON-EXISTENCE OF EXCLUSION GROUNDS OF THE
TENDERER**

(Covers paragraph 11.2.4 of issue 1 of the Call for tenders)

I, the undersigned, acting as representative of the tenderer in the Procedure
..... hereby declare, on penalty of rejection of their tender, that:

1. Until the day of submission of its offer, the Tenderer does not fall under any of the grounds for exclusion from participation in this procedure, as detailed in Article 4 (4) of the RWSS/PPC, and summarised as follows:
 - 1.1 They have no pending tax and insurance contributions.
 - 1.2 They have not been convicted by a final judgement for breaching environmental, social and labour law.
 - 1.3 They have not made any serious false statements, have not shown serious or repeated irregularities in the performance of a material claim under a prior contract relating to the proclaimed, resulting in early termination of the previous contract, damages or similar penalties.
 - 1.4 They are neither in bankruptcy nor in bankruptcy proceedings, are not subject to joint liquidation nor are they subject to a joint liquidation judgement.
 - 1.5 They have not been convicted by final judgement of serious professional misconduct or any of the offences of corruption-bribery, participation in a criminal organization, commission of terrorist offences, child labour, money laundering and fraud in accordance with applicable law.
 - 1.6 They have not concluded agreements for distortion of competition.
 - 1.7 They have not unduly influenced decision-making, obtained confidential information, or provided misleading information that is materially relevant to the selection procedure.
 - 1.8 They have not committed any violations of labour law that impose fines and constitute grounds for exclusion under the applicable legislation.
 - 1.9 They have not been imposed the penalty of exclusion of participation in ongoing and future public procurement procedures, in accordance with the provisions of the applicable legislation.
2. There is no conflict of interest according to the Company's Conflict of Interest Policy, as posted on Company's website (<https://www.dei.gr/media/jiepwp1r/politikh-sugkroushs-sumpheronton-07-10-22-003.pdf>), which the Tenderer has read and understood and hereby warrants to observe.

3. The Tenderer has read, understood and warrants to comply with Company's Code of Ethics as posted on Company's website (https://www.dei.gr/media/sn4c32vc/kodikas-deontologikhs-sumperiphoras-09-06-2022_.pdf).
4. The Tenderer undertakes, if requested by the competent PPC Division, to submit within ten (10) days from the notification of the request, the corresponding supporting documents of the above stated, as mentioned and in the manner provided for in paragraph 13.2.B of issue 1 of the Call for tenders.

Date:

The Declarant

JOINT LIABILITY DECLARATION

In the case of a Partnership / Association of natural and/or legal persons
(covers paragraph 11.2.5 of issue 1 of the Call for tenders)

We, the undersigned members¹..... for².....

1.
2.
3.

declare that, within the framework of submission of our Tender to the above procedure, and in case of award of the contract to us, we will be fully liable towards PPC, jointly, undivided and severally during the performance of our obligations arising from our Tender and the contract.

Date:

The Declarants

(Full name - capacity - signature)

INSTRUCTIONS

- ¹ Depending on the form of the tenderer, e.g. "Partnership" or "Association" or "joint venture" shall be indicated
- ² Indicate the object of the procedure

PARTICIPATION LETTER OF GUARANTEE

Date:

To

PUBLIC POWER CORPORATION S.A.
30 Chalkokondyli str., 104 32 ATHENS

We inform you that we irrevocably and unconditionally guarantee to you in favour of your Tenderer:

.....¹.....

waiving expressly, irrevocably and unconditionally the right to contest and divide liability and all non-person-specific objections of the primary debtor, being jointly and severally liable with the primary debtor up to the amount of²....., for the participation of the above Tenderer in the ongoing Selection Procedure regarding, in accordance with your Call for Tenders No..... and its addenda (which were delivered to us in copy, this document service as acknowledgement of receipt).

In any event where, under the guarantee, you would consider that the above Tenderer has breached any obligations they have assumed by participating in the Selection Procedure, we hereby undertake to pay you without undue delay, in any case within five (5) days from receipt of a written notice from you to that effect, without any objection or contestation on our part and without establishing the validity of your claim, the guaranteed amount in whole or in part, in accordance with your instructions, immediately upon receipt of your request, no further authorisation, action or consent of the Tenderer there being required in this regard, without regard to any objections or reservations raised by the Tenderer or any recourse to the Courts or referral to Arbitration seeking non-forfeiture of this guarantee or placement of this guarantee under judicial sequestration.

This guarantee applies exclusively to the obligations assumed by the Tenderer as a result of their participation in the above Selection Procedure until the date the relevant contract is signed, in case it is awarded to them, and until the Tenderer hands you over the Performance Guarantee, as per your instructions. Under no circumstances may this guarantee be deemed to refer to any obligations arising from the implementation of this contract.

The validity period herein is thirty (30) days more than the validity period of the tenderer's Tender.

Given that the tenderer accepts by participating in the above selection procedure the extension of the validity of their tender:

- a) after the expiry of the foregoing validity period, thirty (30) days in succession, unless otherwise stated before its expiry date and not extended, and
- b) after notifying them of the decision to terminate the selection procedure and until the signature of the contract,

we accept that the present is valid for more than thirty (30) days under points (a) and (b) above of the tenderer's tender validity periods.

For the extension, according to the above, of the validity of the Guarantee beyond twelve (12) months from the closing date for the submission of tenders, our prior consent is required.

The Letter of Guarantee will be returned to us, together with your written statement, which will release us from this guarantee.

INSTRUCTIONS

¹ Depending on the form of the tenderer, the issuer of the letter of guarantee shall indicate one of the following options:

- In the case of a natural person: (full name, father's name),
..... (TIN), (address) or
- In case of a legal person: (name),(TIN),
..... (headquarters address) or
- In case of a Partnership/Association: of natural or legal persons
 - a) (name), (TIN), (address of residence or headquarters)
.....
 - b) (name), (TIN), (address of residence or headquarters)
.....
 - etc.acting in this case as Partnership/Association and each member shall be jointly liable towards PPC

² The amount in Euros shall be written in full and in numbers

PERFORMANCE GUARANTEE

Date:

To

PUBLIC POWER CORPORATION S.A.
30 Chalkokondyli str., 104 32 ATHENS

We inform you that we irrevocably and unreservedly guarantee to you in favour of your Contractor:

.....¹.....

waiving expressly, irrevocably and unconditionally all rights to contest or divide liability and all non-person-specific objections of the primary debtor, being jointly and severally liable with the primary debtor up to the amount of²....., for due, accurate and timely fulfilment of all obligations assumed by the Contractor under Contract No. and any addenda thereto and in full compliance with its terms. A copy of this has been handed over to us, and its receipt is hereby confirmed.
The object of the Contract is with a contractual budget of

In any event where, under the guarantee, you would consider that the above Contractor has any obligations they have assumed under the Contract, we hereby undertake to pay you without undue delay, in any case within five (5) days from receipt of a written notice from you to that effect, without any objection or contestation on our part and without establishing the validity of your claim, the guaranteed amount in whole or in part, in accordance with your instructions, immediately upon receipt of your request, no further authorisation, action or consent of the Contractor there being required in this regard, without regard to any objections or reservations raised by the latter or any recourse to the Courts or referral to Arbitration seeking non-forfeiture of this guarantee or placement of this guarantee under judicial sequestration.

Finally, we hereby declare that our guarantee will remain valid until the Contractor has fulfilled all of their obligations under the relevant Contract and any addenda thereto, but not later than³..... months from the date on which the validity of the Contract begins. The validity of this guarantee will be extended beyond the aforementioned deadline without any objection from us, upon your written request submitted before the expiry date of this guarantee.

Upon the expiration of the guarantee period or the extension requested by PPC, this guarantee will be returned to us along with your written statement, which will relieve us of our guarantee.

INSTRUCTIONS

¹ Depending on the form of the Contractor, the issuer of the letter of guarantee shall indicate one of the following options:

- In the case of a natural person: (full name, father's name), (TIN), (address) or
- In case of a legal person: (name),(TIN), (headquarters address) or
- In case of a Partnership/Association: of natural or legal persons
 - a) (name), (TIN), (address of residence or headquarters)

b) (name), (TIN), (address of residence or headquarters)
.....
..... etc.

acting in this case as Partnership/Association and each member shall be jointly liable
towards PPC

² The amount in Euros shall be written in full and in numbers

³ The appropriate number of months shall be completed by the PPC Division that carries out the procedure, taking into account the implementation time schedule plus any margin for delays [e.g. in a project with a final delivery deadline of eighteen (18) months the maximum validity of the guarantee may be set to twenty-two (22) months].

