



Call for tenders No: POPD-611581

Date: 11-Dec-2025

Object: Call of Tender for the supply of Clean
Petroleum Products with tank trucks
to PPC for year 2026

TERMS AND INSTRUCTIONS FOR TENDERERS

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

OBJECT: Call of Tender for the supply of Clean Petroleum Products with tank trucks to PPC for year 2026

TERMS AND INSTRUCTIONS FOR TENDERERS

PUBLIC POWER CORPORATION S.A. (hereinafter referred to as PPC or the Company), 30 Chalkokondyli Street, 104 32, Athens, hereby calls for the submission of tenders in accordance with the provisions

- of the Regulations for Works, Supplies and Services (RWSS) of PPC S.A. (Decision of the Board of Directors 4/09.02.2022) which is posted on the PPC's official website at the email address <https://eprocurement.dei.gr>,
- of this Call,

all interested parties, in an Electronic Procedure with prior Publication in one (1) Phase for the supply of Clean Petroleum Products with tank trucks to PPC for year 2026.

Article 1 Competent PPC Division for the Procedure - Place, time of submission and opening of tenders

- 1.1 Competent PPC Division for the Procedure is Production Operations' Procurement Department.

Information is provided by Mr. G. Chaidogiannos and Ms. K. Vrentzou via e-mail at G.Chaidogiannos@ppcgroup.com and K.Vrentzou@ppcgroup.com.

- 1.2 The electronic Procedure will be carried out using the "SAP Ariba" platform the PPC Electronic Procurement System, hereinafter referred to as the System.

The System ensures at a minimum, using technical means and appropriate procedures, that:

- a. The time and date of accepting the tenders are precisely determined.
- b. It is reasonably ensured that no one will have access to information transmitted under the above-mentioned requirements before the specified dates.
- c. Only authorized persons can fix or change the opening dates of the received tenders.
- d. In the various phases of the Counterparty Selection Procedure, access to all or part of the submitted information is permitted only to duly authorized 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 the event of violation or attempt to violate the restrictions of the terms of access mentioned in items b) to f), it is reasonably ensured that these violations or attempts are clearly detectable.

- 1.3 A necessary prerequisite for ensuring the participation of interested parties is their registration to PPC's supplier registry in the System, under the category "Chemical, Building / Construction Materials and Derivatives" → "Fuels".

After successfully initiating the certification process, the link to the Invitation to submit a bid will be sent to the email address specified in the 'SAP ARIBA NETWORK' during the registration process.

It is obligatory that the preferred Bidder has successfully completed the certification process, for signing the Contract.

Registration does not entail any costs for the interested parties.

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

The above Procedure is not required for interested parties that have already registered to the System for the procurement category of this Call for Tenders.

- 1.4 In order to submit a tender for the Selection Procedure, interested parties are required to have a qualified digital signature of themselves in the case of a natural person and of the legal representative(s) in the case of a legal person, issued by a qualified certificate services provider. It is noted that the timestamping of the qualified digital signature should come from a recognized authority (timestamp authority), such as the "Ermis National Portal" or the "Hellenic Institute of Metrology".

Non-Greek interested parties are not required to sign the supporting documents hereof using an advanced electronic signature, but may authenticate them in any other appropriate manner, provided that in their country of origin the use of an advanced digital signature is not mandatory in procurement procedures. In such cases, the offer shall be accompanied by a statement stating that, in the country of origin, the use of an advanced digital signature is not provided for, or that, in the country of origin, the use of an advanced digital signature is not mandatory for participation in procurement procedures.

- 1.5 Tenders shall be submitted by interested parties electronically with a date of commencement of the submission on 12-Dec-2025 and a closing date and time of submission on 19-Dec-2025, 14:00, GMT+2. After the expiry of the above closing date and time, the submission of tenders is not possible.

Article 2

Place, brief description and main features of the contractual object

- 2.1. This Call aims at the signing of an Agreement with the preferred offeror for the supply of Clean Petroleum Products to PPC for year 2026.

The products are to be used without any further blending, refining, purification, or any other process of any kind, and the delivered fuels must fulfil all the necessary requirements according to the rules of science and all the applicable Codes. Complete specifications data sheets are included in the Appendix of the Supply Agreement. The products shall fulfil all the specifications, codes, standards, laws, rules or regulations described in science and in industry, which are in force at the date of signing of the Supply Agreement or will come in force during the contract. Failure to meet all the above requirements, the product is deemed to have a real defect.

2.2. The products to be supplied are the following:

- ULSD 10 ppm without biodiesel (16.000 klt)
- ULSD 10 ppm without biodiesel, CFPP -15°C (3.000 klt)
- ULSD 10 ppm with biodiesel (600 klt)
- Heating Oil (550 klt)
- Gasoline (100 klt)

with a $\pm 30\%$ tolerance in the total quantity.

Type of delivery shall be CPT, on Supplier's tank- trucks at Supplier's installations in Greece; the Supplier must transport the products to PPC's destination in mainland Greece

Indicative consignment sizes: 5-30 klt, according to PPC's supply plan;

Duration (indicative): 12 months.

The Technical Specifications will be valid for the whole contractual period. In case that the Technical Specifications are modified/updated the Parties reserve the right to negotiate as appropriate. In case an agreement is reached the Supply Agreement will be accordingly updated or it will be terminated without any consequences for either party (as per Article 24 of Supply Agreement).

Article 3 **Participation in this Call**

3.1 Participation right – Eligibility

This procedure only allows the participation of Candidates having their registered office or place of business in Greece.

Supporting document: Company registration certificate & incorporation.

It is stressed that Candidates are not allowed to participate simultaneously in multiple Candidate schemes submitting a Participation Application.

3.2 Exclusion Grounds – Conflict of Interest

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

- a. Participation in a criminal organization
- b. Corruption - bribery
- c. Terrorism
- d. Appropriation of revenues deriving from illegal activities or financing of terrorism
- e. Child labor and other forms of human trafficking
- f. Serious and continued break of environmental, social and labour legislation
- g. Bankruptcy or suspension of entrepreneurial activities or any other similar situation
- h. Any serious professional delinquency proven by a final decision of court or other disciplinary competent body

- i. Conviction for serious perjury
 - j. Use of illegal ways to affect decisions, gain of classified information, spreading of misleading information
 - k. Agreements intended to warp competition
 - l. Inability to correct conflict of interest
 - m. Inability to correct warping of competition due to previous participation in contract preparation
 - n. Serious and recurrent failure to execute critical terms of a previous contract
- 3.2.2 Similarly, PPC may exclude any Candidate that is found in a situation of conflict of interest according to the RWSS and the specific provisions of PPC's Conflict of Interest Policy (<https://www.ppcgroup.com/media/h4wix4c/conflict-of-interest-policy-of-public-power-corporation-sa.pdf>), which may result in a disruption of the Procedure or the Company's interests.

3.3 Selection criteria

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

3.3.1 Technical and professional capacity

Candidates must demonstrate extensive and sound experience in oil trading/supply by providing that they with have concluded and successfully completed:

- a. Contracts with more than 1 million tons delivered quantities of Diesel in the last three years.
 - Supporting documents: List of major contracts executed in the last three years, reference letters and/or contact details with major customers confirming performance.
- b. One or more contracts for Diesel, with annual volume of more than 0.2 million tons in the last three years
 - Supporting documents: List with one or more contracts for Diesel, comprising an annual volume of more than 0.2 million tons executed in the last three years, reference letters and/or contact details with major customers confirming performance.
- c. Must have no reliability and integrity concerns.
 - Supporting documents:
 - a digitally signed declaration as per Appendix II.E, that no natural person-member of the Board of Directors or Management or Shareholder of the Candidate or any affiliated companies has been sanctioned or convicted in any jurisdiction,
 - a digitally signed Know Your Customer form as per Appendix II.F.

In the case that the potential Supplier is a company belonging to a Group (subsidiaries and/or affiliate companies), the above required technical experience shall be proven by evidence of contracts that have been executed either by the potential Supplier or by other companies belonging to the Group. When applicable, the mother Company must sign the Declaration of Full Liability (see Article 10.2.5 herein).

3.3.2 Economic and Financial Capacity

Candidates must demonstrate financial capability with:

- a. Credit rating of BB- (S&P/Fitch) or Ba3 (Moody's) at either the company or parent-company level;

or

- b. b1. Average annual turnover for the last 3 (three) fiscal years of at least € 1,000,000,000.00 (one billion euros)

and

- b2. average positive annual EBITDA for the last 3 (three) fiscal years, namely according to the following type: $(\text{EBITDA} [\text{year 1}] + \text{EBITDA} [\text{year 2}] + \text{EBITDA} [\text{year 3}]) / 3 > 0$ (Declaration of financial results)

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

- c. Bank comfort/confirmation letter certifies that the Candidate is willing and financially and able to initiate the process of purchasing.

Supporting documents:

- i) Credit rating reports
- ii) Declaration of financial results
- iii) Comfort letter from bank(s) for future financing

In the case that the potential Supplier is a company belonging to a Group (subsidiaries and/or affiliate companies), the above required economic and financial experience shall be proven by evidence of contracts that have been executed either by the potential Supplier or by other companies belonging to the Group. When applicable, the mother Company must sign the Declaration of Full Liability (see Article 10.2.5 herein).

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

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

Article 4

Alternative tenders - Deviations – Technically Equivalent Solutions

4.1 Alternative tenders

Alternative tenders are not acceptable.

4.2 Commercial Deviations

Deviations from the Commercial and Financial Terms of the Call are not acceptable, and the tenders must fully comply with its respective terms and requirements.

4.3 Technical Deviations

No technical deviations from the technical specifications of the Call are acceptable.

4.4 Associations of Companies/Consortia

Associations of companies/consortia/joint ventures are not acceptable.

4.5 Reliance on the Capacity of Third Parties

Reliance on the Capacity of Third Parties is not acceptable.

Article 5 **Receipt of Procedural data**

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> - Call for tenders No: POPD-611581 where they will remain posted until up to the end of the period for the submission of tenders.

5.2 Interested parties who have registered in the System as addressees 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 for information or clarifications not submitted within the above deadlines may not be taken into consideration.

5.3 The relevant requests for the provision of clarifications shall be submitted electronically by the interested parties through the System. Only interested parties that have commenced with the registration can participate and only a fully registered interested party can conclude a contract with PPC. 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

Issues and documents of the Call

6.1 This Call consists of all the following issues:

1. Document 1: Terms and Instructions to the Tenderers with the attached Appendices and documents:
 - Appendix I: Financial Offer Form including:
 - Checklist
 - Financial Offer Evaluation template
 - Appendix II: Declaration Forms and Templates, including:
 - A. Declaration of participation
 - B. Declaration of No Conflict of Interest and Exclusion Grounds
 - C. Declaration of acceptance of the terms of the Call and the validity term of the tender
 - D. Declaration of Full Liability
 - E. Declaration that no natural person-member of the Board of Directors or Management or Shareholder of the Candidate or any affiliated companies has been sanctioned or convicted in any jurisdiction
 - F. Know Your Customer form
 - Appendix III: Participation Letter of Guarantee (Participation Bond)
 - Specimen B: Technical Offer declaration
2. Document 2: Supply Agreement (Draft) with the attached:
 - Specimen A: Good Performance Letter of Guarantee
3. Document 3: Technical Specifications with the attached Annex:
 - Annex 1: Products specifications

Article 7

Tender Effective Term

7.1 The tenderers are bound by their tender for a period of sixty (60) 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 Counterparty.

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 "Contents and Signing of the Supply Agreement" 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.

- 7.2 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 8

Tender Guarantee (Participation Letter of Guarantee)

- 8.1 For the participation in the Procedure each Tenderer must submit in a pdf file format the tender guarantee under the form of a Tender Guarantee, in accordance with the attached template of the Company, issued by a first-class international Bank, within the meaning of points b and c of article 14(1) of Law 4364/2016, to the satisfaction of PPC, which the Company may not unreasonably deny, legally operating in:
- a. a member-state of the European Union (EU), or
 - b. a member-state of the European Economic Area (E.E.A), 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.

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 form (original) the above Tender Guarantees to the competent PPC Division for the conduct of the Selection Procedure within three (3) days from the deadline for the electronic submission of tenders.

- 8.2 The value of the above-mentioned Tender Guarantee amounts to one hundred thousand Euros (€100.000) or alternatively one hundred seventeen thousand USD (\$117.000). Tenderers may submit more than one Tender Guarantee in order to cover cumulatively the entire value requested with the Call.
- 8.3 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 8.1 above, and will be returned to all tenderers after the award to the Counterparty, except the one who has been selected as Counterparty, whose Tender Guarantee in the Procedure will be returned after the deposit of the Good Performance Letter of Guarantee at the signing of the contract.
- 8.4 This Letter of Guarantee, provided there will be no reason of forfeiture in favour of PPC, in accordance with the terms of the Call will be returned to its issuer 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 10.1.1.3 of this issue;
 - b. the tender of the Tenderer is considered at any phase of the Procedure permanently inadmissible;
 - c. after the expiry of their tender, the Tenderer does not extend it.

- 8.5 Especially, after the opening of the financial offers and their ranking in order of preferable tenderers, the Tender Guarantee may be returned to any Tenderer who requests its return prior to the expiry of its period of validity, if it is not likely that, after any reversal of the outcome of the Procedure, they will be selected as a Counterparty.
- 8.6 The said Tender Guarantee is forfeited in its entirety in favour of PPC in the following cases:
- failure of the Tenderer to comply in any way by the Tenderer 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 7.1 of this issue;
 - Tenderer's withdrawal earlier than the expiry of their tender;
 - submission of an inappropriate tender, as defined in this Issue;
 - non-submission of certificates and non-exclusion grounds and/or submission of false supporting documents;
 - refusal of the Preferred Tenderer to sign the contract.
- It is noted that the Tender Guarantee shall not be forfeited if the Tenderer notifies that the effective term of their tender is not renewed, in accordance with paragraph 7.1 of this issue.

Article 9

Submitted documents

- 9.1 All documents submitted by the tenderers in the Selection Procedure will be written in the English or in the Greek language.
- 9.2 Counter-tenders will never be accepted.
- 9.3 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 10

Tender Preparation - Content

- 10.1 Requirements regarding the content of the tender

10.1.1 General requirements

10.1.1.1 Tender preparation – Electronic Files – 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 10.2 to 10.3.

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 10.2 and 10.3 of this Article that the Tenderers are required to submit.

10.1.1.2 Signature of the 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 authorized in this respect by the Tenderer in accordance with the following (paragraph 10.2.2).

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 tenderer, they bear a digital signature and there is no requirement for a relevant certificate of signature authenticity. 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 authorized person or persons or by a joint representative duly authorized in this respect.

10.1.1.3 Confidentiality – confidential Information

If the Tenderers include in their tender's information that can reasonably be classified as confidential, they shall clearly mark them as such in order to prevent their disclosure to third parties. In particular, information concerning technological or commercial secrets or intellectual property may be treated as confidential. 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 tendered, technical tender details used for its evaluation and the financial offer shall not 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.

10.1.1.4 Validity of Declarations and Supporting Documents

Validity of Declarations

All declarations of the tenderers required by the Call, which are submitted as substitutes 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, provided that they have been issued up to three (3) months prior to their submission,
- b) other supporting documents, 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, 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 societies 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.

10.1.1.5 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, inaccurate or false declarations or altered photocopies of public or private documents have been submitted,

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

10.1.1.6 Personal Data Protection – Information on the processing of personal data

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 subject of processing is the personal data contained in the tender files and the means of proof submitted to PPC, in the context of the present Procedure, by the natural person who is themselves a Tenderer or Legal Representative of a Tenderer.
- II. The purpose of the processing is the evaluation of the tender File, the selection of the Counterparty for the Contract, the protection of PPC's rights, the fulfilment of PPC's statutory obligations and the general safety and protection 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 above data to which they are notified 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 jurisdictional bodies within the scope of their responsibilities.
 - (c) Other Tenderers in the Procedure under the principle of transparency and the right to object.
- 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-financial or funders' 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 undertakes to take every reasonable measure to ensure privacy 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.

10.1.2 Particular requirements

10.1.2.1 Deviations from the Commercial and Financial Terms of the Call
Deviations from the Commercial and Financial terms of the Call are not allowed. Tenders must fully comply with the respective terms and requirements of the Call.

Comments, observations or clarifications that alter the Commercial and Financial terms of the Call shall be treated as Commercial Deviations. A tender which will have such deviations shall be rejected.

10.1.2.2 Equivalent solutions

Proposed equivalent solutions are not allowed.

10.1.2.3 Technical Deviations

Technical deviations are not allowed.

10.1.3 Guaranteed items

As described in Technical Specifications.

10.2 Electronic file named **Supporting Documentation & Technical Offer** will contain in digital pdf file form or an equivalent form the following:

A. Contents of Envelope A

10.2.1 Participation Letters of Guarantee

The Tender Participation Letter of Guarantee, in accordance with the Template attached to the Call and the provisions of article 8 of this issue.

10.2.2 Participation Declaration, as per Appendix II.A

10.2.3 Declaration of No Conflict of Interest and Exclusion Grounds, as per Appendix II.B

10.2.4 Declaration of Acceptance of Terms of the Procedure and Validity of the Tender, as per Appendix II.C

10.2.5 Declaration of Full Liability (when applicable), as per Appendix II.D

10.2.6 Declaration that no natural person-member of the Board of Directors or Management or Shareholder of the Candidate or any affiliated companies has been sanctioned or convicted in any jurisdiction, as per Appendix II.E

10.2.7. Know Your Customer form, as per Appendix II.F

Submission - Presentation of supporting documents and information

The tenderers undertake, on penalty of exclusion, to submit electronically and/ or to submit in printed form (original) at any phase of the Procedure when requested by PPC, all or part of the relevant supporting documents and information mentioned in the above declarations, within ten (10) days and as specified below.

The documents hereof shall be submitted in accordance with the provisions of Greek Law 4250/2014 (GG A 94). 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.

B. Contents of Envelope B

10.2.8 Proof of Eligibility

Company registration certificate & incorporation.

10.2.9 Proof of technical and professional capacity

As per paragraph 3.3.1 of current document.

10.2.10 Proof of economic and financial standing

As per paragraph 3.3.2 of current document.

10.2.11 Technical information of the tender

As per Technical Specifications, which will include a declaration (Technical Offer - Specimen B of Technical Specifications) that cargo will conform to CN Code described herein.

10.3 Electronic file named Envelope C - Financial Offer

10.3.1 The tenderers are obliged to fill in the prices and/or the prices of their financial offer in the relevant form of the System. They are also obliged 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.

10.3.2 Tenderers are obliged to tender prices/price in US dollars per metric ton, except in ULSD 10 ppm with biodiesel where there should also be an additional premium for biodiesel in Euros per klt. 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.

Payment mode is Open Credit and participants are required to quote only accordingly. In their offers, they must quote the duration of the open credit period in calendar days, no less than 45, from the delivery date counting as day one. Offers specifying an open credit period less than 45 days shall be disqualified.

Regarding the transportation cost, the duration of the open credit period in calendar days, must not be less than 35. Offers specifying an open credit period less than 35 days shall be disqualified

- 10.3.3 The above prices of the tenders are fixed and not subject to any adjustment throughout the term of validity of the tender and the contract. Tenders which include prices adjusted shall be rejected.
- 10.3.4 The financial offer forms provided by this Call shall be as per template in Appendix I - Financial Offer with Checklist.
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 values/price tendered are prohibited.
- 10.3.5 The data that is 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 submitted financial offer in pdf file format, which will be taken into account for the evaluation of the tenders, shall prevail.

Article 11

Electronic Opening and Standard Evaluation of tenders

- 11.1 Electronic Opening of tenders – access of Tenderers
- 11.1.1 The electronic opening of tenders shall be carried out, following the relevant notification of the Tenderers, within a reasonable period of time from the closing date and time for the submission of tenders set out in paragraph 1.5 of this issue, by the Committee designated for this purpose in the System.
- 11.1.2 Envelope A (Standard Data) and Envelope B (Technical Data) are opened at the above-mentioned date and time
- 11.2 Standard and Technical Evaluation of tenders
- 11.2.1 In the context of the standard evaluation of tenders, the Committee shall verify the existence and completeness of the required digital documents in accordance with paragraph 10.2.B of this issue. The Committee also checks whether there are any digital documents in Envelope A, other than those provided for in the Call, to which terms and conditions that fall under paragraph 11.3 of this issue are set forth.
- 11.2.2 Verification of compliance of tenders with the selection criteria, technical requirements and general commercial terms of the Call.
- Then, the competent Committee proceeds to a detailed verification and evaluation of all the supporting documents and information contained in Envelope B, in order to determine whether the tender of each Tenderer fully meets the requirements of the Call, regarding their ability to implement the contractual object on time, fully and completely.
- 11.2.3 During the Tender evaluation Procedure
- The competent Committee may, in compliance with the principles of equal treatment and transparency, request via the System from tenderers

when the information or documentation to be submitted is or appears incomplete or incorrect, including those in the Declarations, or where specific documents are missing, to submit, supplement, clarify or complete the relevant information or documentation within a fixed period that will be specified by the competent PPC Committee, which cannot be less than two (2) working days and not more than twenty (20) days from the date of the notification of the relevant call.

Also, PPC may request information from other sources, and take into account and consideration any other information that may help it reach its final judgement.

PPC may accept additions and/or clarifications submitted, upon its request, on the above submitted documents alongside the submission, provided that these additions and clarifications on the part of the Tenderer fully comply with the terms and requirements of the Call.

In particular, the filling of the tender Guarantee is accepted only in full compliance with the template included in the Call.

11.2.4 The Committee, after taking into account the provisions of the Call, determines which tenders should be excluded from the Procedure, for not meeting the requirements of the Call as to the completeness and adequacy of the data of Envelopes A and B of the tenders.

11.2.5 The said Committee shall record in a relevant Minute the result of the standard and technical evaluation of the tenders.

The result of the standard and technical evaluation of the tenders shall be communicated to each tenderer individually by the competent Committee through their registration in the System and the dispatch, via the System, of a relevant e-mail.

11.3 Management of rejected tenders

For each Tenderer rejected by the Committee, the original Tender Guarantee will be returned with a return receipt.

The financial offer shall be retained in the system without being accessible by anyone.

Article 12

Financial Evaluation of tenders

12.1 Tender evaluation procedure

12.1.1 The evaluation of the tenders shall be carried out in one phase:

Opening - Evaluation of Financial offers

12.1.2 Communication with tenderers

In order to carry out its work, the competent Committee may, in compliance with the principles of equal treatment and transparency, request via the System from tenderers, when the information or documentation to be submitted is or appears incomplete or incorrect, or where specific documents are missing, to submit, supplement, clarify or

complete the relevant information or documentation within a fixed period that will be specified by the competent PPC Committee, which cannot be less than two (2) working days and not more than twenty (20) days from the date of their notification of the relevant call. Also, PPC may request information from other sources, and take into account and consideration any other information that may help it reach its final judgement.

12.1.3 Announcement of offer evaluation results

The result of the evaluation of each financial evaluation shall be communicated to the respective tenderer individually, by the competent Committee, through their registration in the System and the dispatch, via the System, of a relevant e-mail.

For any rejected tenders, all rejection grounds shall be listed in detail.

In case of submission of an application via the System by the Tenderer regarding the results of the evaluation of their tender after the end of each phase of the technical and financial evaluation and if this information has not been provided at an earlier time point in accordance with the above, their notification, also made via the System, shall be made no later than fifteen (15) days from the receipt of this application.

12.2. Opening of Financial Offers - Access of Tenderers - Evaluation

12.2.1 The financial offers of the tenders deemed admissible after the standard and technical evaluation, will be electronically opened by the competent Committee, at a date and time specified a priori in the System.

12.2.2 The competent Committee then:

- a. Checks whether the tenderers have submitted all the supporting documents and information required, in accordance with paragraph 10.3 of this issue.
- b. Checks whether the tenders contain deviations from the Commercial and Financial Terms of the issues of the Call, for all information included therein. If such deviations are found, the tender will be definitively rejected.

Subsequently, the result of the above review shall be communicated to the tenderers, in accordance with the provisions of paragraph 12.1.3 above.

Tenderers whose tenders are rejected shall have the right to object in accordance with the provisions of article 15 of this issue.

- c. Searches for errors and corrects them, if any.
- d. Proceeds to the financial evaluation of the financially admissible offers in accordance with the procedure set out in the Call and calculates the total financial result. Compliance of the initial financial offers with the provisions set in the preceding paragraphs shall be checked; discrepant offers shall be disqualified. The following data shall also be used in the context of evaluation of the qualifying initial financial offers:
 - The average of the daily high quotations, in US Dollars per metric ton, per Type of fuel offered.

- PPC's financing cost at an annual rate of 4.05 %.
 - The additional premium for the supply of biodiesel, in Euros per kiloliter.
 - The transportation prices (by truck) per delivery point offered.
 - The number of calendar days of open credit, separately for product value and for transportation cost, offered.
- e. Verifies the accuracy of the Table of Preferred Tenderers produced via the System.

It is noted that, in the event that the competent Committee finds in any of the financial offers a deviation between the prices filled in by the tenderers in the special form of the System and the digitally signed respective financial offer attached to it, it shall re-prepare the Table of Preferred Tenderers with the prices of the digitally signed financial offer and post the corrected Comparative Table in the System.

12.2.3 The price of the tender, as determined based on the above paragraph 12.2.2, constitutes the comparative price of the tender, on the basis of which the order of preferred tenderers shall be determined.

12.3 The price of the tender, as determined based on the above paragraph 12.2.2, constitutes the comparative price of the tender, on the basis of which the interim order of Preferred Tenderers is determined.

12.4 Submission of improved financial offers

The Tenderers that have submitted a qualified offer, are called to submit, within a specified deadline, an improved offer, electronically to the System.

The reiteration of this step remains at PPC's discretion. The last submitted improved offers are called the Final Offers.

It is noted that the improved financial offer of each Tenderer called as above:

- will concern and will necessarily refer to the initially stated technical data, as they will have been modified after the technical evaluation.
- will be equal to or lower than the financial offer previously submitted to the System.

Any submission by the Tenderer of an improved financial offer with prices higher than those tendered in their previously submitted tender, is explicitly set out that it constitutes a breach of the obligations undertaken by the Tenderer through their participation in this procedure and gives PPC the right to forfeit their Tender Guarantee.

The tendered final price of the tender will be used for the final evaluation of the tenders and for the determination of the final order of preferred tenderers.

In case of equal tenders, tenderers with a tie in the offers will be called to submit electronically to the System a new and improved financial offer within a specified time limit. This procedure can be repeated as long as deemed necessary, due to ties.

The competent Committee then prepares and signs the Tender Evaluation Minutes.

- 12.5 If an offer appears to be abnormally low in relation to its subject matter, PPC SA reserves the right to require from the Tenderer to explain the price proposed in the offer, within an exclusive deadline that will be specified by the competent PPC Committee, which cannot be less than two (2) working days from the notification of the relevant call.

These explanations may concern, in particular:

- a) the economic features of the construction method, the manufacturing procedure or the provision of supply;
- b) the selected technical solutions or favourable conditions that the Tenderer has for the procurement of products;
- c) the originality of the products proposed by the Tenderer;
- d) the compliance with the obligations arising under the provisions of environmental, social security and labour law laid down by Union law, national law, collective agreements or international environmental, social and labour law provisions;

If the Tenderer does not respond to the relevant call of PPC within the above deadline and does not submit explanations, their offer shall be rejected as irregular and the tender guarantee shall be forfeited in favour of PPC.

PPC evaluates the information provided in consultation with the Tenderer.

PPC may reject the tender only if the information provided does not satisfactorily explain the low price proposed, taking into account the information mentioned above. PPC shall reject the tender only if the offer is found to be abnormally low, as it does not comply with the obligations in force in the fields of environmental, social and labour law laid down by Union law, national law, collective Contracts or international environmental, social and labour law provisions.

Article 13 **Completion of Procedure – Cancellation**

- 13.1 The 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.
- 13.2 If needed, PPC reserves the right to ask the preferred offeror to submit any data and certificates necessary, provided by the Call for the signing of the Supply Agreement.
- 13.3 PPC reserves the right, by a justified decision of its competent bodies, to cancel the 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.
- 13.4 PPC cancels the Procedure, in particular if:
- a. it was barren 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 conducted without complying with the prescribed rules, so affecting the result
 - d. the result is unsatisfactory for the Company

- e. competition has been insufficient
- f. the needs of the Company have changed
- g. the contract cannot be properly executed, due to force majeure

Article 14

Contents and Signing of the Supply Agreement

- 14.1 The content of the Supply Agreement shall be formed based on:
- the terms of the Call.
 - the offer of the preferred tenderer, as approved by the competent body of the Company.
- 14.2 At the same time:
- a. all Tenderers that have been deemed to have successfully passed the evaluation of Electronic Envelops A and B will continue with the tender procedure and their financial offers will be opened
- and
- b. the Preferred Tenderer will be required by PPC to sign the Supply Agreement. The Preferred Tenderer is obliged to submit, within the same deadline, the Good Performance Letter of Guarantee. The Good Performance Letter of Guarantee, in accordance with the attached Specimen A, must be issued by credit or financial institutions within the meaning of points b and c of article 14(1) of Law 4364/2016, to the satisfaction of PPC, which the Company may not unreasonably deny, legally operating in:
- a. a member-state of the European Union (EU), or
 - b. a member-state of the European Economic Area (E.E.A), 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.
- Any deviations from the attached Specimen A shall be evaluated by the competent body of the Selection Procedure, prior to the rejection of tenders. Prior to signing, the Preferred Tenderer is obliged to submit, on penalty of rejection of the tender, and in printed form (original) the above Good Performance Letter of Guarantee to the competent PPC Division for the conduct of the Selection Procedure.
- 14.3 If they do not appear within the above deadline, the Company has the right to exclude them from the signing of the Supply Agreement and to request the forfeiture of their Tender Guarantee in the Procedure, and then proceed to discussions with the other Tenderers in the order of Preferred Tenderers for the appointment of a Counterparty, provided that their tenders are valid or accepted as valid.

Article 15

Reservations and Rights of PPC

- 15.1 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.
- 15.2 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.
- 15.3 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.
- 15.4 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.
- 15.5 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.
- 15.6 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.

Procurement

Production Operations
Procurement Department



Call for tenders No: POPD-611581

Supply Agreement Number: 61155811

Date:

Object: Supply of Clean Petroleum Products
with tank trucks to PPC for year 2026

SUPPLY AGREEMENT

DOCUMENT 2

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SUPPLY AGREEMENT

This Agreement is made on the [.....] day of [Month] [Year] in Athens between:

- a) on the one part the Public Power Corporation SA, with the distinctive title PPC SA, with its registered seat at 30 Chalkokondyli street, Postal Code 10432 Athens, lawfully represented for the execution of this agreement by [.....], hereinafter called the Company, and
- b) on the other part [.....], hereinafter called the Seller

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

Article 1 Parts of the Supply Agreement

Unless otherwise stated herein below, Terms & Conditions, Technical Specifications and Appendices are valid.

Article 2 Scope of Supply

Under the terms and conditions of this Supply Agreement, the Seller undertakes to render to PPC the Clean Petroleum Products mentioned in article 7 herein below. The Seller shall also undertake the transportation and delivery of the products to PPC's installations, located in mainland Greece, by means of trucks, hired by the Seller, as shown in paragraph 10.2 below; transportation services to be invoiced separately.

Article 3 Terminology – Definitions

When interpreting the Supply Agreement or in the conduct of any correspondence relating to the Supply Agreement, the following terms shall have the following meaning:

- Company/Buyer: The Public Power Corporation S.A. (PPC)
- Counterparty/Seller/Supplier: The legal or natural person to whom the purchase has been contracted.
- Product: As applicable:
 - ULSD 10 ppm without biodiesel
 - ULSD 10 ppm without biodiesel, CFPP -15 °C
 - Heating Oil
 - ULSD 10 ppm with biodiesel
 - Gasoline 10 ppm

- Supply Agreement/Contract: The written agreement between the Company and the Counterparty for the provision of the Purchase. This term shall include any addendums to the Supply Agreement.
- Contracting parties/Counterparties: The Company and the Seller (and/or counterparties)
- Supply Provision: The object of the Supply Agreement as specified in the Agreement.
- Defects: Shall mean, without exception, all the damaging deviations of the Counterparty from the provisions of the Supply Agreement or the absence of properties of the material provided according to the Supply Agreement or part thereof according to what has been agreed under the Supply Agreement, errors and/or erroneous calculations, any mistake or any imperfection, as defined according to the rules of science, as well as any omission by the Counterparty with respect to the purchase provided and any legal defects. Any harmful deviations of the Seller the Supply Agreement terms or any lack of properties of the materials or any part thereof stipulated in the Supply Agreement, any errors and/or erroneous calculations, mistakes or imperfections, as same are defined as per the rules of science and craft, and any omissions made by the Supplier with respect to the procurement and any legal defects.

Article 4

Language – Correspondence and Documents

- 4.1 The official language of the Supply Agreement shall be English. Technical Specifications and various other technical elements of the Supply Agreement shall be in English.
- 4.2 Correspondence between the Company and the Counterparty shall be made in English through the competent PPC Division as defined in the Terms of the applicable Contractual Documentation (i.e. the Supply Agreement, as well as any Annexes, Amendments, etc. thereof, as applicable).
- 4.3 Words or phrases marked in the drawings, tables, signs or diagrams drawn up by the Counterparty, as well as submitted technical forms may be written in English.
- 4.4 The Company's approvals given to the Counterparty, as well as correspondence, may also be made by electronic means (e.g. e-mail), under the conditions set out in the Terms. In this case, the date of the texts sent by the above means shall be considered as the date of approval or correspondence.
- 4.5 If so mutually agreed, for 4.2, 4.3 and 4.4 the use of the Greek language can be acceptable.

Article 5 Representation of the Company

- 5.1 The management, monitoring and control of the supply provided shall be exercised by the Company, through the competent PPC Divisions to which or on behalf of which the services are provided. The duties include the monitoring and control of the quality of the material provided and their quantity and generally the compliance with the terms of the Supply Agreement by the Counterparty.
- 5.2 The performance of the duties of the competent bodies of the Company with regard to the performance of the Supply Agreement shall in no way diminish the responsibilities of the Counterparty according to the provisions of the applicable Legislation of the Supply Agreement.

Article 6 Representation of the Counterparty

Upon signing the Supply Agreement, the Counterparty shall notify the Company of its representative, who shall be legally authorized to represent them in all matters relating to the performance of the Supply Agreement and to settle, on their behalf, all disputes and disagreements that may arise.

Article 7 Quantities

The Supplier shall supply the following quantities of clean petroleum products to PPC:

CATEGORY	Fuel Type	Delivery point	Nominal Quantity	Comments
a (i)	ULSD 10 ppm without biodiesel	CPT at Supplier's installations in GREECE	13.500 klit	To be used for power generation
a (ii)	ULSD 10 ppm without biodiesel		2.500 Klit	To be used in PPC's mining equipment
b	ULSD 10 ppm without biodiesel, CFPP -15°C		3.000 Klit	To be used in PPC's mining equipment
c	Heating Oil		550 Klit	To be used for heating
d	ULSD 10 ppm with biodiesel		600 Klit	To be used in cars moving in the national roads network
e	Gasoline		100 Klit	To be used in cars moving in the national roads network

The above-mentioned nominal, total per fuel type quantities may vary by a factor of plus or minus 30 per cent at PPC's option.



Article 8 Products specifications

Complete specifications data sheets for the above types of clean petroleum products are included in Document 3.

Article 9 Duration

- 9.1. The duration of this Agreement will be one year, starting on 01.01.2026.
- 9.2. At the end of 2026, the Buyer has the right to extend the indicative contractual until the delivery quantity reaches 100% of the total contractual value, or to dissolve the Agreement, without any compensation entitled for the Parties.
- 9.3. If, at the end of 2026 the implementation is less than seventy percent (70%) of the contractual quantity of category a(i): "ULSD 10 ppm without biodiesel to be used for power generation", the contract will be extended until the 70% is reached and up to six (6) months, whichever comes first. If, at that point, the contractual quantity of category a(i) has still been implemented in less than 70%, then:
- either the Parties will mutually decide for further extension, until seventy percent (70%) of the contractual quantity has been reached,
 - or
 - the Parties will terminate the Supply Agreement without any compensation entitled for the Parties.
- 9.4. In any other case, the contract is terminated on the 31st of December 2026 and the Seller has no right to ask for any compensation.

Article 10 Loading and destination points

- 10.1 The following truck loading facilities, located within Greece, shall be used for loading the products on trucks, hired by the Supplier, to transport and deliver to PPC's destination points in mainland Greece*:

Trucks loading facility:	Operated by:

** To be filled in, according to the successful Bidder's proposal.*

10.2 The mainland destinations are the following:

<i>DESTINATION</i>	<i>QUANTITY (kt)</i>
KOMOTINI POWER PLANT	1.000
WEST MACEDONIA AREA	18.700
MEGALOPOLI AREA	250
LAVRION POWER PLANT	50
ALIVERI POWER PLANT	50
ATHENS AREA	200
TOTAL	20.250

Article 11

Prices – Contractual delivery date

11.1. Mode of payment will be Open Credit, as described in Article 12 herein below.

11.2. Based on the last financial offer of the Seller (.....) accepted by the Company, the pricing structure shall be as follows:

(a) For "ULSD 10 ppm without biodiesel" (categories a(i) and a(ii), the sum of:

- The monthly average of the daily high quotations, in US Dollars per metric ton, for ULSD-10 ppm, as published in PLATT'S EUROPEAN MARKETSCAN under the heading FOB Med (ITALY), for the month in which the contractual delivery date is defined,
- plus a premium of *...[amount]...* USD per metric ton,
- plus *...[amount]...* Euros per metric ton for maintaining by the Supplier the corresponding "ULSD-10ppm without biodiesel" (categories a(i) and a(ii)) compulsory stock.

(b) For "ULSD 10 ppm without biodiesel, CFPP -15 °C", the sum of:

- The average of the daily high quotations, in US Dollars per metric ton, for ULSD-10 ppm, as published in PLATTS EUROPEAN MARKETSCAN under the heading FOB Med (ITALY), for the four days preceding the contractual delivery date,
- plus a premium of *...[amount]...* USD per metric ton.

(c) For "Heating Oil", the sum of:

- The average of the daily high quotations, in US Dollars per tonne, for GASOIL 0,1%, as published in PLATTS EUROPEAN MARKETSCAN under the heading FOB Med (ITALY), for the four days preceding the contractual delivery date,
- plus a premium of *...[amount]...* USD per metric ton.

(d) For "ULSD 10 ppm with biodiesel", the sum of:

- The average of the daily high quotations, in US Dollars per ton, for ULSD-10 ppm, as published in PLATTS EUROPEAN MARKETSCAN under the heading FOB Med (ITALY), for the four days preceding the contractual delivery date,
- plus a premium of *...[amount]...* USD per metric ton,
- plus an additional premium for biodiesel of *...[amount]...* Euros per kiloliter.

(e) For "Gasoline", the sum of:

- The average of the daily high quotations, in US Dollars per ton, for PREMIUM UNLEADED 10 ppm as published in PLATTS EUROPEAN MARKETSCAN under the heading FOB Med (ITALY), for the four days preceding the contractual delivery date,
- plus a premium of *...[amount]...* USD per metric ton.

11.3 The contractual delivery date is defined as the date of completion of loading of the truck.

11.4 All of the above resulting prices shall be net for PPC, payable as provided for in Article 12 below.

Said prices shall include all costs related to quality improvement, any import duty into the European Union, in accordance with European Community legislation and set out in the Integrated Tariff of the Community (TARIC), that is payable in Greece, as well as any other duties payable outside Greece etc., as they stand on the closing date of the Tender, interest for the entire duration of the open credit period etc. as well as the cost for maintaining the corresponding compulsory stock for the categories (b), (c), (d) and (e).

Said prices shall not, however, include the following costs, which shall be for the account of the Buyer:

- VAT, excise, and any other duties applicable for Greece.
- Any import duties –if applicable– imposed by Greece after the closing date of the present Invitation.

11.5 Transportation prices

Prices for the transportation of diesel oil and gasoline by trucks from the Supplier's installation(s) to PPC's facilities in mainland Greece shall be as follows:

Delivery point	Indicative, total quantities (klit)	Transportation price (€/Klt)*
Komotini Power Plant	1.000	
West Macedonia Area	18.700	
Megalopoli Area	250	
Lavrion Power Plant	50	
Aliveri Power Plant	50	
PPC's facilities in the Athens area	200	

** to be filled in according to the offer of the successful Bidder.*



The above prices shall be net for PPC and shall include all costs related to the transportation by truck, regardless of the loading point, including toll fees, except for the VAT applicable in Greece.

Article 12

Invoicing – Payment – Supporting Documents

12.1. Mode of payment will be Open Credit.

Payment will be made as follows:

- a) for the product value *[... number of days credit for the product value according to successful bidder's last offer...]* calendar days from the contractual deliver date, counting as day one
- b) for the transportation cost *[... number of days credit for the transportation cost according to successful bidder's last offer...]* calendar days from the day the product is delivered to the final Buyer's mainland destination via Seller's tank truck, counting as day one.

12.2. Invoicing

All invoices shall be issued using the pricing structure in paragraph 11 herein above.

- 12.2.1. Regarding "ULSD-10ppm without biodiesel" (categories a(i) and a(ii) in Article 7), Seller may invoice Buyer on a provisional basis before the final price is known. Provisional Invoicing shall be made using the average of the last five published Platt's quotations of the month preceding the month in which Delivery Date is defined.
- 12.2.2. Depending on the availability, at the time of invoicing, of all Platt's quotations for the month of delivery, either a Provisional or a Final Invoice shall be issued; in the case of a provisional Invoice, a Final settlement Invoice shall be issued at the latest on the 15th day of the following month.
- 12.2.3. All invoices concerning the supply of "ULSD-10 ppm without biodiesel" (categories a(i) and a(ii) in Article 7) shall be issued in USD; payment shall be made in USD for the part of the price corresponding to the sum of the Platt's average price plus the premium by swift message.
- 12.2.4. Invoices for all other products shall be issued and paid in Euros.
- 12.2.5. Supply Invoices shall be issued on the basis of the total quantity loaded, to be determined in accordance with the provisions in Article 15 below.
- 12.2.6. In Transit Loss: As the products are delivered by trucks hired by the Seller, the full supply price, including applicable levies, taxes and VAT, corresponding to any cargo loss in excess of 0,5% of the quantity loaded shall be refunded to the Buyer.
- 12.2.7. The following arithmetic rules shall apply to the calculation of the unit price applicable:
 - The final per ton prices shall be calculated to three (3) decimal places.
 - If the fourth decimal place is five (5) or greater than five (5), the third decimal place shall be rounded up to the next digit.
 - If the fourth decimal place is less than five (5), the third decimal place will remain unchanged.

12.3. Payment terms

- 12.3.1. Payment of all invoices under this contract (supply and transportation), except for Final Settlement Invoices for cargoes already invoiced on provisional basis, shall be made as shown in paragraph 12.1 herein above.
- 12.3.2. Any Final Settlement Invoices for cargoes already invoiced on provisional basis, shall be paid by PPC / refunded to PPC –as applicable- *...[respective number quoted]...* calendar days after the date of delivery of said Invoices to PPC.
- 12.3.3. Only the part of the price corresponding to the sum of the Platts average price plus the premium shall be paid or invoices concerning categories a(i) and a(ii)). PPC shall offset the amounts corresponding to maintaining the corresponding "ULSD-10 ppm" compulsory stocks against the invoice(s) to be issued by PPC within the context of the contract for transferring to PPC the Supplier's obligation to maintain the corresponding compulsory stocks (as described in Article 18 herein below).

12.4. Supporting Documents - General Provisions

- 12.4.1. Copies of the quality certificate(s) of the shore-tank at the truck loading terminal must be provided by the Seller to PPC's representatives prior to commencement of loading.
All parameters in said Quality Certificate must be in compliance with the specifications set in Annex 1 of Document 3 of this Agreement or the legislation in place, as applicable.
The Buyer has the right to refuse to load products that do not meet the specifications listed in Annex 1 of Document 3 or for which no Quality Certificate has been provided by the Seller.
In both cases, rejection of a cargo that does not meet the contractual specifications, does not waive the Supplier's obligation to comply with his obligation for the timely delivery of the products quantities ordered by the Buyer.
- 12.4.2. Original Seller's commercial invoice based on the quantity loaded must be delivered to PPC's offices no later than seven (7) Greek business days prior to the payment due date.
- 12.4.3. In the case of any invoice and/or the documentation necessary for processing the payment is delivered less than seven (7) business days prior to the due date, the due date will be shifted accordingly.
- 12.4.4. Should the payment date of any Invoice be a Saturday or Sunday or official Bank holiday in Greece, payment shall be effected on the next banking day in Greece.
- 12.4.5. Should it be necessary to retroactively apply any correction, for any reason whatsoever, to the quantity and/or the quality delivered and/or the unit price, and/or Platt's quotations, data will be used to revise calculations connected to the contract and any value adjustments will be credited / debited to the Buyer. If Platt's should publish a correction to any of the relevant quotations used in the calculation of a contract price, these shall also be taken into account. Payment shall be effected according to the provisions regarding payment of "Final Settlement Invoices".
- 12.4.6. Payment of any invoices by the Buyer as well as refund of any overpayment by the Seller shall be interest bearing as of the relevant due date. The interest rate for overdue liabilities shall be calculated on the first ECB banking day of each month and shall be constant during the whole month period. For any overdue liabilities the interest rate applicable shall be the one issued by European Central Bank according to Greek Law 2842/2000 number 3, paragraph 2.

Article 13

Clearance through customs

13.1. VAT

Where applicable under the terms of supply for this agreement, the Buyer is to provide his valid VAT identification number (including 2-character country code) to Seller's Operational Contact (as specified below) promptly upon receipt of the contract telex. By providing such number the Buyer is confirming that Buyer's VAT identification number is applicable and suitable for the purposes of this contract. The Buyer assumes no responsibility for any VAT due in the country, where the cargo is loaded or elsewhere outside Greece, except as provided for by the Greek and EU legislation.

Where VAT is payable in Greece for the delivery of "ULSD 10 ppm" cargoes under this Contract, it shall be paid by the Buyer. The Seller's invoices shall not therefore include VAT.

13.2. Clearance through customs shall be the responsibility of:

- the Buyer for cargoes in categories a (i), a (ii) and b
- The Seller, for cargoes in categories c, d, e.

Categories as explained in paragraph 10.2 herein above.

13.3. Pursuant to the above:

- Invoices for categories a (i), a (ii) and b shall not include any taxes, excise duties and/or VAT payable by the Buyer upon clearing the cargoes through the Greek customs.
- Invoices for all other types of fuel shall include taxes, levies and/or VAT paid by the Supplier upon clearing the cargoes through customs.

Article 14

Nomination and Delivery Terms

14.1. Nomination of the cargoes shall be made as follows:

No later than the 20th day of each calendar month the Buyer shall notify in writing the Supplier about the supply requirements for the next month, providing indicative quantities per product and destination, to be delivered by means of trucks hired by the Supplier to PPC's installations in mainland Greece. Moreover, the Buyer shall provide indicative overall quantities to be supplied during the following two months.

14.2. Three (3) calendar days before the mutually agreed scheduled date for each delivery, PPC shall confirm in writing (by fax / email) the date of loading, type of product, quantity to be loaded and destination.

Seller shall make best endeavors to load Buyer's cargoes according to schedule.

In cases of emergency, Seller shall give priority to the Buyer's deliveries second only to the Armed Forces of Greece.



- 14.3. Loading of the products on CPT basis on trucks (hired by the Supplier) shall take place at the Supplier's installations listed in paragraph 10.1 herein above.
The Supplier reserves the right to use additional loading facilities only in case of emergency; any additional costs that might incur for PPC in that case shall be for the account of the Supplier.
- 14.4. Should the Supplier, for any reason other than force majeure, suspend or delay a scheduled delivery of any product, PPC shall have the right, at its own discretion, to proceed with the supply of said product from another source; any additional costs that might incur for PPC in that case shall be for the account of the Supplier.
- 14.5. Furthermore, PPC shall have the right to claim and/or offset against the Supplier's future Invoices and/or the Good Performance Letter of Guarantee any damages PPC may have suffered as a result of the suspension and/or delay of delivery and/or transportation of the products by the Supplier.

Article 15

Loading-Discharging-Quantity and Quality Determination

15.1. Loading at Supplier's installation

- a. The Seller will give to the Buyer's representative at the loading terminal a copy of the shore tank analysis. Buyer will check the compliance with the specifications and give permission to load the cargo to the tank truck.
- b. The Buyer's representative will check the cleanliness of the truck's tanks
If any of the above checks (a and b) is evidently not satisfactory, the Buyer has the right to reject the cargo/tank-truck, as applicable.
- c. Sampling from the shore tank (taken sporadically)
A representative sample from the shore tank will be taken and divided in three:
- one will be given to the Buyer for testing at its chemical lab,
 - one will be given to the Seller for the Seller's own perusal,
 - one will remain at Seller's terminal to be used as Umpire sample.
- This sample will remain valid as long as no new quantity is added to the shore tank.
- d. Sampling from the loading arm (taken in every tank-truck loading)
A representative sample from the loading arm will be taken and divided in two:
- one will be given to the truck driver as cargo-accompanying sample – to be handed by the driver upon arrival to the recipient's personnel
 - one will remain at Seller's terminal to be used as Umpire sample
- e. All samples to be sealed by both Seller's and Buyer's representatives at the loading terminal. The Buyer, at its discretion, has the right to ask for extra samples.
- f. After a period of one month, if no dispute has been made, the umpire samples may be destroyed.



15.2. Discharging at Buyer's installation

- a. The receiver performs an optical check of the accompanying sample. If this is satisfactory, he proceeds with the discharge of the truck.
- b. Sampling during discharge
A representative sample will be taken from the pipeline during discharge and divided in two;
 - one to be used right away for optical check by the receiver
 - one to be sealed by both Buyer and the truck driver, acting as representative of the Seller, and kept at Buyer's terminal to be used as Umpire sample.

15.3. Quantity determination

a) By means of volumetric counters

The total quantity loaded / discharged, as applicable will be the difference between the final and the initial indication of the meter, in liters at 15 °C.

The meters to be used must be verified according to the legislation in place as well as the international applicable standards and practice; the complete documentation proving the verification of the meters must be made available to the representative of the Buyer / Seller, as applicable, upon request.

b) Via shore-tanks measurement

In very rare cases, quantity determination may be performed by shore tanks measurement, carried out by the Seller's personnel, in the presence of a representative of the Buyer. Dipping, temperature measurement and sampling of liquid fuel shore-tanks, as well as the determination of density for quantity calculation, shall be based on the latest IP, API and ASTM Measurement Standards, mutually agreed upon by the Parties.

The shore-tanks to be used for loading PPC's vessels shall be drained right before tank measurement.

The total quantity loaded will be the difference between the quantities measured in the shore-tanks before loading and after loading. Said quantity shall be the quantity payable by the Buyer to the Seller, save for apparent fraud or manifest error.

The certified calibration charts (in metric units) of the shore tanks and the applicable ASTM Standards and Tables are to be used for the determination of the fuel quantity in the tanks.

15.4. Quality determination

Quality of the product is determined via the official quality analysis certificate of shore tank(s) to be handed over to PPC's representative before loading.

Regardless of the above, the Buyer may decide at its discretion to take extra measures to test the quality before accepting the cargo.



- 15.5. The Seller is fully responsible for the quantity and the quality of the cargo:
- a. up to the flange between Buyer's flexible pipeline and the tank truck at the loading facility.
 - b. up to the connection of the truck's flexible pipeline to the Buyer's receiving pipeline at the delivery point, as the transportation of the products to their final destinations is the sole responsibility of the Seller.

15.6. Quality dispute

Within 30 calendar days from the delivery date, the Buyer may dispute the quality of the product, and demand that one or more of the Umpire samples (15.1 (c), 15.1 (d), 15.2. (b)) be analyzed by a third party agreed between the Buyer and the Seller and the analysis so obtained shall be final and binding for both the Seller and the Buyer (save for fraud or manifest error); the relevant expenses shall be for the account of the party that is not favoured by the result of the umpire sample analysis. The Buyer and the Seller reserve the right to witness, at their own cost, the aforesaid analysis of the Umpire samples.

No dispute of the official sample analysis results shall be accepted if such dispute is raised beyond the 30th calendar day from the contractual delivery date.

Quality dispute shall have no effect on the course of payment for the cargo according to the provisions in Article 12.

Once the 'umpire' sample analysis results are obtained, these will be used to revise, if necessary, all calculations connected to the contract; any resulting amount to be debited / credited in accordance with the revised calculations shall be invoiced and settled in accordance with the provisions in paragraph **.

Article 16 Penalty Clauses

16.1. Late deliveries:

- 16.1.1. The Seller accepts to pay to the Buyer for every PCT cargo delivery delayed beyond the agreed delivery date as provided for in Article 14, a penalty equal to:
- 1,0 \$/klit in case the delay is one day, or percentage thereof in case of less than a full day.
 - 1,5 \$/klit per day in case the delay is more than one day and less than three days, or percentage thereof.
 - 2,5 \$/klit per day in case the delay is three days or more, or percentage thereof.
- The above penalties do not apply if the delay is agreed/accepted by the Buyer.
- 16.1.2. In case of a delay due to the Buyer's fault, the time of delivery shall be correspondingly extended, the Buyer waiving any respective claim against the Seller.
- 16.1.3. In case of five (5) delays of more than 2 days beyond the agreed delivery date, as set out in the nomination procedure, Buyer reserves the right to terminate the present contract by his written notification, without obligation to indemnify the Seller.

16.1.4. In case of a delay due to Buyer's fault or Force Majeure, the time of delivery shall be correspondingly extended, the Buyer waiving any respective claim against the Seller.

16.2. Quality Outside Contractual Specifications

In the event that one or more quality characteristics of any product delivered turns out to be outside the contractual specifications as in Annex 1 of Document 3, in addition to any other rights or remedies available to the Buyer under this contract, a penalty shall apply to be agreed between the Buyer and Seller.

16.3. General provisions

It is expressly agreed that:

- Penalties shall apply irrespective of whether the Buyer has suffered or not damages due to the delay in delivery of the material and/or failure of the Seller to deliver products according to the contract specifications.
- The Buyer reserves the right to receive by the Seller cumulative compensation for any direct loss suffered due to non-contractual acts or omissions of Supplier in delivering products.
- If the Buyer has to buy any volumes of some products normally to be supplied under this Agreement from a third party in order to keep its power plants running, due to the Supplier's failure to deliver the products on time and according to the contractual specifications, (except in the cases of force majeure), any additional costs incurred by the Buyer in doing so shall be refunded to the Buyer by the Seller by direct payment and/or offsetting against future payments by the Buyer to the Seller and/or through partial forfeiture of the Good Performance Letter of Guarantee.

In particular as regards a delayed delivery, the above provision shall hold only in the case the delay is three days or more after the last day of the agreed date.

- The Buyer reserves the right to seek any penalties provided for in this Agreement by offsetting against amounts invoiced by the Seller and/or through the Good Performance Bond.

Article 17

Guarantees – Letter of Guarantee

17.1. The Seller furnished to the Company today, by way of Performance Guarantee, Letter of Guarantee no. issued by..... with a value of....., valid for a period of months after the entry into force of the Supply Agreement.

17.2. The Good Performance Letter of Guarantee, in accordance with Annex 1 of Document 3, must be issued by a first-class international Bank, within the meaning of points b and c of article 14(1) of Law 4364/2016, to the satisfaction of PPC, which the Company may not unreasonably deny, legally operating in:

- a. a member-state of the European Union (EU), or
- b. a member-state of the European Economic Area (E.E.A), 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.

Any deviations from the abovementioned Annex 1 of Document 3 shall be evaluated by the competent body of the Selection Procedure, prior to the rejection of tenders.

Prior to signing, the Preferred Tenderer is obliged to submit, on penalty of rejection of the tender, and in printed form (original) the above Good Performance Letter of Guarantee to the competent PPC Division for the conduct of the Selection Procedure.

- 17.3. The Seller guarantees for due performance of all obligations under the Supply Agreement, for due and technically sound produce and functionality of the materials, as per the Supply Agreement terms and the generally accepted rules of modern science, to ensure that the materials are suitable for their intended use and for the scope of the Supply Agreement.

The Seller further guarantees for thorough implementation of the Supply Agreement, in whole or in part/ within the time limits specified therein.

- 17.4. The Seller represents and warrants that the materials shall be free of any defects. Such warranty shall not apply to any defects that were not notified to the Supplier although identified by PPC.

- 17.5. If the Seller fails to honour the above warranties, the Company shall have a right to exercise all rights afforded to it under the Supply Agreement in this regard. However, failure by the Company to enforce any of its rights may not be construed as waiver from such rights.

- 17.6. Due, timely and proper fulfilment of Seller's obligations under the Supply Agreement is guaranteed as required by the Supply Agreement. The Supplier shall at their own cost provide the Company with a Good Performance Letter of Guarantee as per the relevant PPC template in Specimen A, with such value and on such terms and conditions as laid down in the Supply Agreement.

The Company, at its discretion, shall be entitled to forfeit the Good Performance Letter of Guarantee/ in whole or in part, due to any claim it may have against the Seller arising from the Supply Agreement.

Subject to any special terms herein to the opposite and any grounds of forfeiture, such Guarantee shall be delivered back to the issuer at Supplier's request, after the Supplier has thoroughly fulfilled all its contractual obligations and after the final clearing of all accounts, irrespective of whether the functionality guarantee has expired.

The Good Performance Letter of Guarantee shall be returned after the Seller has filed a request to that effect to the Company.

Article 18

Obligation to maintain compulsory stocks

- 18.1 PPC shall undertake the obligation to maintain the compulsory stocks over the period from *[... July 1st of the year following the year of delivery until June 30th of the year following that...]*, as described below:

- 18.2 After the end of the contractual period an Agreement shall be drawn, according to the Draft Agreement in Appendix D, incorporating any modifications that may be requested by the Greek authorities when submitted for approval, for transferring from the Seller to the Buyer the obligation of the former to maintain the Compulsory Stocks that correspond to the quantities of ULSD 10 ppm without biodiesel under categories α(i) and α(ii) that will have been loaded for PPC and delivered within *[...the contractual year...]* at Supplier's installations in Greece.
- 18.3 If the Supplier does not have a direct obligation for keeping compulsory stocks, they should indicate in their Initial Financial Offer the Company that has the obligation to be transferred to the Buyer.
- 18.4 The unit price (PCS) in Euros per month per MT of ULSD 10 ppm compulsory stocks maintained by the Buyer for the account of the Supplier shall be determined according to the formula:
- $$P_{CS} = \frac{1}{12} P_s \frac{365}{100}$$
- where $P_s = \dots$ *[the price quoted by the successful Bidder for maintaining the compulsory stock] ...€/MT* .
- 18.5 The outstanding amounts of the Seller's Invoices for the supply of "ULSD-10 ppm without biodiesel" under categories α(i) and α(ii) issued according to the provisions of paragraph 12.3 of the present Agreement, shall be settled by offsetting against the amounts Invoiced by the Buyer to the Seller under the Provisions of the Contract between the Parties to be signed under the provisions of paragraphs 17.1, 17.2, 17.3 and 17.4 hereinabove, with the exception of the applicable VAT, which shall be paid by the Seller to the Buyer.

Article 19

The Seller undertakes the obligation to prepare and submit a joint report with PPC according to the Greek Law 4062/2012 art. 19A, for the quantities of ULSD without biodiesel delivered.

Article 20 Liabilities

Neither party shall be liable for any loss of profit or revenues to the other party associated with the execution of the Supply Agreement.

PPC's and Contractor's liability in connection with the Contract shall in no case exceed 100% of the total value of the Supply Agreement.

¹ In case the contractual period falls in two calendar years, a separate Agreement for Transferring the obligation for keeping the corresponding compulsory stocks shall be concluded for each calendar year.



The above limitation of liability of the Parties to the 100% of the total value of the Supply Agreement shall not apply in case of Seller's liability for compensation, indemnification, penalties, fines or any other amounts that may be imposed to PPC by any Regulatory and/or Supervisory Authority or/and the responsible Operator in connection with this Agreement. Such liabilities may include, but not limited to: (i) administrative fines or penalties imposed by the Regulatory Authority for Energy, Waste and Water, (ii) environmental fines, (iii) fines or penalties imposed by the competent energy system operator due to failure to inject the system a specific quantity of energy, provided such failure is attributable to the Seller. The above liability shall in no event exceed fifteen percent (15%) of the total value of the Supply Agreement, as far as annual and short-period Supply Agreements are concerned and 100% of the total value of each cargo, as far as spot-cargoes are concerned.

Article 21

Risk and Property

Risk and property shall pass from Seller to Buyer at such time as the Product passes the flange connection between Seller's loading arm and tank truck's permanent hose connection at Seller's loading facility.

Article 22

Law and dispute resolution

- 22.1. The governing law of this agreement is Greek Law and Greek Law shall be used for interpreting the Supply Agreement, and for resolving all claims or disputes arising out of or in connection with this agreement (whether based in Supply Agreement, in tort or on any other legal doctrine).
- 22.2. For any disagreement or any kind of dispute between PPC and Supplier that may arise at any time during the term of the Supply Agreement, each party may seek to resolve such dispute through amicable negotiation.
- 22.3. If a dispute is not resolved by amicable negotiations, either Party may, by giving written notice, refer the dispute to a Conciliation Committee. In the written notice shall essentially be included:
- 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.

The Conciliation Committee shall be set up by the Company and shall be composed by equal number of both Parties higher management officials, as representatives, the number of which cannot exceed three (3) for every Party, and non-binding by a jointly agreed independent member related to the legal field, as a mediator. This Committee shall be constituted within thirty (30) business days after the giving of notice or the party could agree another longer dateline and its decision is binding.

22.4. Any disputes may arise between the parties, during the execution of the Supply Agreement, that may not be resolved with the processes determined therein within sixty (60) business days after the constitution of the Conciliation Committee or later date as may be mutually agreed, such disputes will be resolved by arbitration, to be held in Athens according to the Rules of Arbitration of the International Chamber of Commerce (ICC), by three arbitrators, in the English language. However, after mutual agreement of the parties the Greek language could be used.

The nomination of each party's arbitrator and third arbitrator, who will be the chairman of the arbitral tribunal shall be appointed in accordance with the procedure provided under the ICC Rules.

For avoidance of any doubt, the amicable negotiation and the Conciliation Committee described herein, is not obligatory and does not prevent either Party from directly submitting a claim before the ICC, as described above.

22.5. Notwithstanding the foregoing, each party shall have the right to seek and obtain a restraining order or injunction. The Counterparties hereby irrevocably submit to the exclusive jurisdiction of the courts of Athens, Greece in order to seek and obtain a restraining order or injunction.

Article 23

Confidentiality

Both parties hereby undertake the obligation to treat as strictly secret and confidential, any confidential information made available to them or to which they will have access by virtue of their capacity and association with the company.

Article 24

Violation of the Supply Agreement - Termination

24.1 Termination due to Violation of the Supply Agreement

Seller or Buyer shall have the right to terminate the Supply Agreement in the event of a breach by the other party of any term which by its nature may be deemed by the innocent party to be fundamental hereto. In such case the party guilty of breach of the Supply Agreement shall be liable to pay to the other party compensation for the damages suffered by the breach. For the purpose of ascertaining the extent and amount of such damage the Buyer shall be entitled and is hereby authorized to purchase, at such price or prices and under such terms and conditions as the Buyer, acting reasonably, may think fit, from any Corporation, Company, Firm or Person and from any source or sources whatsoever and either outright or gradually a quantity of products conforming to the specification of this Supply Agreement not exceeding the maximum quantity agreed to be sold and delivered under this Supply Agreement less any quantity or quantities already delivered. The Buyer shall be entitled to offset any justified amounts claimed by the Buyer for compensation and damages against any amount(s) payable by the Buyer to the Seller for the value of products already delivered and/or the Good Performance Letter of Guarantee as applicable (when a Letter of Guarantee has been submitted, as applicable in



Article 17 of the Supply Agreement) and/or any other amount already deposited by the Seller in favour of the Buyer for any reason.

Enforcement of any provision of the Supply Agreement shall not be affected by any previous waiver or course of dealing, and election of any particular remedy shall not be exclusive of any other. All rights and remedies are cumulative.

24.2 Termination by mutual consent

The Agreement may be dissolved without penalty for both parties, upon their written agreement.

Article 25 **Force majeure**

Neither the Seller nor the Buyer shall be liable in damages or otherwise for any failure or delay in performance of any obligation hereunder where such failure or delay is caused by force majeure, such being any event, occurrence or circumstance that is reasonably beyond the control of the party claiming Force Majeure.

Any incidents (i) having an impact on the implementation of the Supply Agreement; (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

The party whose performance is so affected shall immediately and no later than ten (10) days notify the other party hereto indicating the nature of such a cause and, to the extent possible, inform the other party of the expected duration of the force majeure event.

The non-fulfilment or delay in the fulfilment by any Subcontractor or Sub-Seller of its obligations to the Contractor shall not be considered as an event of force majeure.

Each party shall exercise reasonable efforts to mitigate / eliminate any impediment of Ongoing Impact on its respective obligations under this Contract. The party affected should give notice to the other party as soon as practicable of the prevention, restriction, hindrance, delay or interference with its performance.

If any delay excused pursuant to a force majeure event extends for more than 60 days, then either Party, upon prior written notice, may terminate the affected cargo or, if the entire Supply Agreement is affected, may terminate the Supply Agreement.

Article 26 **Anti-Corruption**

The parties to this agreement each agree and undertake to the other that in connection with this agreement, they will each respectively comply with and act in a manner consistent with all applicable laws, rules, regulations, decrees and/or official government orders of the governments of the United Kingdom, European Union, United States of America, Singapore or Switzerland relating to anti-bribery and anti-money laundering. Either party may terminate the agreement forthwith upon written notice to the other at any time, if in its reasonable judgement, supported by reasonable evidence, the other is in breach of the provisions of this clause.

Article 27

Assignment

Any assignment by the Counterparty to any third party, natural or legal person, of any claim or right against the Company arising from or with regard to the Supply Agreement, shall be prohibited, invalid and with no legal effect for the Company, unless prior written consent from PPC is obtained.

Article 28

Waivers and approvals

- 28.1 In the event that the Company chooses to waive any of its rights under the Supply Agreement, in relation to the control of the supplied products, or in the event that the Company approves any document, plan or action of the Counterparty, this waiver or the granting of approval shall in no way relieve the Counterparty of their responsibilities under the Supply Agreement.
- 28.2 The Counterparty shall expressly and unconditionally waive all their rights under Articles 325-329 and 1106 of the Greek Civil Code.
They shall also waive, in addition to the above provisions of the Greek Civil Code and Article 388 of the Greek Civil Code and/or their rights deriving from any other Law, provision, etc., as in force now or in the future, and relating to the revision and/or adjustment of the contractual price, against which they undertook the execution of the Supply Agreement, regardless of any changes in the circumstances, unless otherwise specified in the Supply Agreement, given that the risk of unexpected change in circumstances is considered by the Counterparty as a possibility and is accepted by them.

Article 29

Exclusion of Counterparty from the Selection Procedures

- 29.1 PPC reserves the right to exclude a potential counterparty from the Selection Procedure for the following reasons:
- Exclusion for (six) 6 months in case the Counterparty exceeds in one (1) Supply Agreement the limit of 10% of the contract price in penalty clauses.
 - Expulsion for one (1) year if the Counterparty exceeds 8% of the contract price in penalty clauses, in any Supply Agreement, for 3 consecutive Supply Agreements. For each exclusion, in addition to the first exclusion, the exclusion period shall be increased by one year.
 - Exclusion in case of expiry/non-renewal of the criteria that were requested in the selection procedure.
 - Exclusion in case the Counterparty is declared in default on PPC Supply Agreements.
 - Exclusion in case it is proven that the information submitted is untrue, incorrect or misleading.

For the cases *d* and *e*, the duration of the suspension or the annulment, shall be decided by the production operations procurement department of the PPC body based on the gravity of the event.



- 29.2 PPC shall reserve the right to exclude the Counterparty, by decision of its competent bodies, temporarily or permanently from the Counterparty Selection Procedures, if a previous Supply Agreement has been terminated or if it has come to the knowledge of the Company that the Interested Party has been definitively convicted of breaching environmental, social or labour law or if it does not have the required credibility or has not shown appropriate trading behaviour towards the Company.
- 29.3 The above exclusion shall be notified in writing by an extrajudicial statement to the Counterparty by the competent PPC Division. The Counterparty shall have the right to submit a relevant complaint, the examination of which shall be made by a competent body of the Company.

Article 30 Incoterms

Incoterms 2024 plus the latest amendments thereto shall apply.

Article 31 Other terms

Note that present Article 31 is not applicable if the technical and the financial experience is proven by the potential Supplier.

The full, timely, and proper compliance with the above terms shall be guaranteed by the company under the trade name [full trade name], having its registered seat in [country], [city], [street, number, area, postal code], registered in [name of competent commercial register of the seat] with number [.....] and [VAT or other tax identification number] number [.....], through Declaration of Full Liability dated on [.....], which is attached hereto as a part and parcel of this Agreement.

THE CONTRACTING PARTIES

FOR THE SELLER

FOR PPC S.A.

Attachment:

- Financial offer of the Seller (.....)
- Good Performance Letter of Guarantee
- Technical Specifications



Call for tenders: POPD-611581

Object: Call of Tender for the supply of
Clean Petroleum Products with tank
trucks to PPC for year 2026

TECHNICAL SPECIFICATIONS

DOCUMENT 3



General Information

Scope of Products Specifications

1. The products to be supplied are to be used without any further blending, refining, purification, or any other process of any kind, and the delivered fuels must fulfil all the necessary requirements according to the rules of science and all the applicable Codes. Complete specifications data sheets are included in the Appendix of the Supply Agreement.
2. The products shall fulfil all the specifications, codes, standards, laws, rules or regulations described in science and in industry, both in international standards and in the Greek legislation which are in force at the date of signing of the Supply Agreement or will come in force during the contract. Failure to meet all the above requirements, the product is deemed to have a real defect.
3. While all Standard testing methods listed in the Table in Annex I hereinbelow are acceptable for determining the relevant quality characteristics of the products delivered, additional methods may be considered by the Parties and mutually agreed upon. In the case of dispute between the Parties concerning the results, the Parties shall agree, prior to additional testing, upon the standard testing method to be used for resolving the dispute, prioritizing - to the extent possible - the methods indicated as "reference methods" in ISO 8217:2024.
4. Failure to meet all the requirements, as detailed in the Annexes of present document, deems the fuel to have a real defect.



Annex 1

Products specifications

1. Ultra Low Sulphur Diesel 10 ppm without biodiesel ("ULSD 10 ppm"):

Quality parameter	Units	Limit values	Test Methods
Density	kg/lit	0.820 - 0.845	ASTM D4052 – EN ISO 3675
Viscosity 40 °C	cSt	2 - 4.5	ASTM D7042 – EN ISO 3104
Sulphur	mg/kg	10 max	ASTM D7220 / D5453 – EN ISO 20846
Flash Point	°C	55 min	ASTM D93 – EN 2719
CFPP	°C	01/10-15/03: -5 max 16/03-30/09: +5 max	ASTM D6371 – IP 309 – EN 116
Water	mg/kg	200 max	ASTM D6304 – EN ISO 12937
Distillation Recovered at 250 °C Recovered at 350 °C 95% recovered	%, v/v %, v/v °C	65 max 85 min 360 max	ASTM D86 – EN ISO 3405
Ash	%, m/m	0.01 max	ASTM D482 – EN ISO 6245
Carbon residue	%, m/m	0.30 max	ASTM D524/D4530 – EN ISO 10370
Suspended solids	g/Kg	24 max	DIN 51419 – EN 12662
Cetane Number		51 min	ISO 5165
Cetane Index		46 min	ASTM D4737 – ISO 4264
Lower Heat Content	Kcal/kg	Report	ASTM D4868/4809 – IP 12
Lubricity at 60 grad C	µm	460 max	ISO 12156
Copper corrosion	class	1 max	ASTM D130- EN ISO 2160
Oxidation stability	g/m ³	25 max	ASTM D2274- EN ISO 12205
Polycyclic aromatic hydrocarbons	%, m/m	11 max	EN 12916
V	ppm	0.5 max	AAS / ASTM 3605 , IP 501
Na + K	ppm	0.5 max	AAS / ASTM 3605 , IP 501
Ca	ppm	2 max	AAS / ASTM 3605 , IP 501

2. Ultra Low Sulphur Diesel 10 ppm without biodiesel, CFPP -15°C ("ULSD 10 ppm with CFPP -15°C"):

Quality parameter	Units	Limit values	Test Methods
Density	kg/lt	0.820 - 0.845	ASTM D4052 - EN ISO 3675
Viscosity 40 °C	cSt	2 - 4.5	ASTM D7042 - EN ISO 3104
Sulphur	mg/kg	10 max	ASTM D7220 / D5453 - EN ISO 20846
Flash Point	°C	55 min	ASTM D93 - EN 2719
CFPP	°C	-15 max	ASTM D6371 - IP 309 - EN 116
Water	mg/kg	200 max	ASTM D6304 - EN ISO 12937
Distillation Recovered at 250 °C Recovered at 350 °C 95% recovered	% v/v %, v/v °C	65 max 85 min 360 max	ASTM D86 - EN ISO 3405
Ash	%, m/m	0.01 max	ASTM D482 - EN ISO 6245
Carbon residue	%, m/m	0.30 max	ASTM D524/D4530 - EN ISO 10370
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Lubricity at 60 grad C	µm	460 max	ISO 12156
Copper corrosion	class	1 max	ASTM D130- EN ISO 2160
Oxidation stability	g/m ³	25 max	ASTM D2274- EN ISO 12205
Polycyclic aromatic hydrocarbons	%, m/m	11 max	EN 12916

3. "Heating Oil":

The specifications provided for in the Greek Legislation shall apply.

4. Ultra Low Sulphur Diesel 10 ppm with biodiesel ("ULSD 10 ppm with biodiesel"):

The specifications provided for in the Greek Legislation shall apply.

5. "Gasoline 10 ppm":

The specifications provided for in the Greek Legislation shall apply.

APPENDIX II – DECLARATIONS FORMS

II.A – PARTICIPATION DECLARATION

The company under the trade name [full trade name], having its registered seat in [country], [city], [street, number, area, postal code], registered in [name of competent commercial register of the seat] with number [.....] and [VAT or other tax identification number] number [.....], by virtue of the decision of [date] made by the [competent administrative organ of the company] in accordance with the company's articles of association and applicable by-laws has decided to participate in the election Procedure for the setting up for the signing of a Supply Agreement with PPC for the supply of Clean Petroleum Products with tank trucks to PPC for year 2026 on the basis of Call of Tender No. **POPD-611581**.

The company declares that:

- it participates in the selection procedure for signing the Supply Agreement having expressly and unconditionally accepted all its terms and conditions;
- has appointed [full name of representative] as its representative for the entire Procedure, to sign any documents, declarations and commitments in its name and on its behalf;
- it is not entitled to withdraw, amend or supplement its Participation Application after the opening of the evaluation procedure and for the whole period of the Application's validity, except in cases where PPC may request so;
- it has read, understood and accepted the RWSS (available at: https://eprocurement.dei.gr/images/kepy_dei_ae_en.pdf), and the Code of Conduct of PPC S.A. (available at: https://www.ppcgroup.com/media/1mbky2av/code-of-conduct-09-06-2022-en_.pdf).
- has submitted:

s/n	Description	Yes/No
2.a	Participation Letter of Guarantee	
2.b	Financial Offer	

[Electronic signature mark]

II.B – DECLARATION OF NO CONFLICT OF INTEREST AND EXCLUSION GROUNDS

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

- it does not fall under any of the following grounds for exclusion:
 - I. Participation in a criminal organization as defined in article 2 of Council Sales Decision 2008/841/JHA on the fight against organized crime,
 - II. Corruption - bribery, as defined in article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union and article 2(1) of Council Sales Decision 2003/568/JHA,
 - III. Fraud within the meaning of articles 386 and 386A of the Greek Penal Code or within the meaning of article 1 of the Convention on the protection of the European Communities' financial interests,
 - IV. Terrorist offenses or offenses linked to terrorist activities, as defined respectively in Directive (EU) 2017/541 of the European Parliament and of the Council on combating terrorism, or inciting or aiding or abetting or attempting to commit an offense,
 - V. Money laundering or terrorist financing, as defined in article 1 of Directive (EU) 2015/849 of the European Parliament and of the Council on the prevention of the use of the financial system for the purpose of money laundering or terrorist financing,
 - VI. Child labor and other forms of trafficking in human beings, as defined in article 2 of Directive 2011/36/EU of the European Parliament and of the Council,
 - VII. Serious or persistent failure to comply with environmental, social security and labor legislation,
 - VIII. Bankruptcy, reorganization, winding-up, administration, arrangement with creditors or suspension of business activities or any other similar situation.
- it is not in a situation of Conflict of Interest, in accordance with the provisions of the Company's Conflict of Interest Policy posted on the Company's site https://www.ppcgroup.com/media/u10bycrm/conflict-of-interest-policy_en.pdf which it has read, understood and with which it agrees to comply with.
- it undertakes, if requested by PPC, to provide within fifteen (15) working days from the request notification, the relevant evidence - supporting documents, proving the information stated in this Declaration.
- in the event of subsequent change of any information regarding the conditions for the absence of grounds for exclusion and the Conflict of Interest situation during the Pre-selection Procedure, it commits to notify PPC of such change without delay, otherwise PPC may reject the Participation Application.

[Electronic signature mark]

II.C - DECLARATION OF ACCEPTANCE OF TERMS OF THE PROCEDURE AND VALIDITY OF TENDER

The company under the trade name [full trade name], having its registered seat in [country], [city], [street, number, area, postal code], registered in [name of competent commercial register of the seat] with number [.....] and [VAT or other tax identification number] number [.....], by virtue of the decision of [date] made by the [competent administrative organ of the company] in accordance with the company's articles of association and applicable by-laws, selected to participate in the Procedure for the setting up for the signing of a Sales Agreement between PPC and interested par-ties for the supply of Clean Petroleum Products with tank trucks to PPC for year 2026 on the basis of Call of Tender No. **POPD-611581**, hereby declare that:

1. Was fully informed about the terms and conditions of the Call Tenders No **POPD-611581**
 2. Expressly and unconditionally accepts all the terms of the Procedure, as well as the terms of the Documents attached to the Call for Tenders.
 3. The Offer shall remain valid as provided for in the Call for Tenders in the Negotiation Procedure 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.
1. The offerer:
 - does not present Deviations from the Commercial and Financial terms of the Call
 - does not present deviations from the Technical Specifications of the Call

[Electronic signature mark]

II.D - DECLARATION OF FULL LIABILITY

The company under the trade name [full trade name], having its registered seat in [country], [city], [street, number, area, postal code], registered in [name of competent commercial register of the seat] with number [.....] and [VAT or other tax identification number] number [.....] expressly and unreservedly declares that he has been informed of all the terms and conditions of the Supply Agreement No for the supply of [.....].

The undersigned further declares, hereby, that he expressly and unreservedly guarantees to PPC S.A. and on behalf of the Supplier under the trade name [full trade name], having its registered seat in [country], [city], [street, number, area, postal code], registered in [name of competent commercial register of the seat] with number [.....] and [VAT or other tax identification number] number [.....] (hereinafter also referred to as "**the Supplier**"), the full, timely, and proper compliance with the terms and conditions of the Supply Agreement No, for the supply of [.....] (hereinafter also referred to as "**the Contract**").

The undersigned also guarantees the timely and complete settlement of any claim by PPC S.A., including interest, expenses, and any other charges, against the Supplier. This includes, but is not limited to, any claim by PPC S.A. relating to the imposition of penalties and/or price reductions, price adjustments, direct and indirect damages suffered by PPC S.A. due to any breach of Contract by the Supplier, as well as any other claim by PPC S.A. related to compliance with the terms of the Contract and the undersigned undertakes to pay PPC S.A. on behalf of the Supplier and without any authorization action or consent of same, and without any objection

The undersigned, hereby, declares that he is liable as guarantor, jointly and severally with the Supplier and as principal obligor, while simultaneously waiving the benefit of discussion and all defenses and rights arising from Articles 853, 854, 855, 858, 862, 863, 864, 866, 867, 868, and 869 of the Civil Code, as well as any other defense or right. The undersigned further acknowledges that all obligations, commitments, and any acknowledgments of debt by the Supplier are binding on him.

The undersigned declares that this Declaration of Full Liability shall remain in full force and effect until any and all obligations assumed by the Supplier undertaken under the terms and within the context of Contract will have been fulfilled.

The rights and obligations of the undersigned under this Declaration are unconditional and irrevocable and may not be assigned or transferred.

For the resolution of any disputes arising out of or in connection with this Supply Agreement, the provisions of Article 22 "Law and dispute resolution" of the Supply Agreement shall apply.

[Signature / Electronic signature mark of the company's representative]

II.E - DECLARATION OF CANDIDATE'S SUITABILITY ¹

I, the undersigned acting as representative of the Candidate²..... hereby declare that:

1. - (For Greek candidates)

The Candidate is registered with the General Electronic Commercial Registry (GEMI) under record number and with the respective Registry/Chamber under record number for the below mentioned activities and complies with all publicity obligations in accordance with the applicable law and more specifically Legislation 3419/2005.

- (For foreign candidates)

The candidate is registered with the Registry/Chamber of for the below mentioned activities

(indicate the relevant register, the relevant legislation of their country of fiscal residence and the necessary information for their access - web address, telephone, Contact person etc.)

2.ⁱ..... of the candidate - legal person is:

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

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

4. The candidate - legal person legally:

4.1 decided to participate in the Procedure

4.2 appointed to sign the application

5. No natural person-member of the Board of Directors or Management or Shareholder of the Candidate or any affiliated companies has been sanctioned or convicted in any jurisdiction for any of the following reasons:

5.1 Participation in a criminal organization

5.2 Corruption – bribery

5.3 Terrorism

5.4 Appropriation of revenues deriving from illegal activities or financing of terrorism

5.5 Child labor and other forms of human trafficking

5.6 Serious and continued break of environmental, social and labor legislation

5.7 Bankruptcy or suspension of entrepreneurial activities or any other similar situation

5.8 Any serious professional delinquency proven by a final decision of court or other disciplinary competent body

5.9 Conviction for serious perjury

5.10 Use of illegal ways to affect decisions, gain of classified information, spreading of misleading information

5.11 Agreements intended to warp competition

5.12 Inability to correct conflict of interest

5.13 Inability to correct warping of competition due to previous participation in contract preparation

5.14 Serious and recurrent failure to execute critical terms of a previous contract

6. The Candidate has read, complied and adhered to the company's Code of Conduct (https://www.ppcgroup.com/media/1mbky2av/code-of-conduct-09-06-2022-en_.pdf).

Date:

The Declarant

(Full name - capacity - signature)

Instructions

1. Where the candidate is a natural person this Declaration must, with appropriate wording, cover the following paragraphs 1 and 6
2. The participant shall indicate the name of the tendering counterparty
3. Indicate as appropriate the legal form of the tenderer "Board members.." or "managers"
4. Where the candidate is a natural person this Declaration must, with appropriate wording, cover the following paragraphs 1 and 6
5. The candidate shall indicate the name of the tendering counterparty
6. Indicate the corporate name of the participating third party
7. Indicate the corporate name of the candidates
8. If Supplements to the Call have been issued, the declarant must indicate "and of its Supplement(s) No ... up to and including No ..."
9. Indicate depending on the form of the tenderer, e.g. "partnership" or "association" or "consortium".
10. Indicate the subject matter of the procedure

II.F - KNOW YOUR CUSTOMER (KYC)
AND
AML/CFT QUESTIONNAIRE

Please complete the questions and requests for information
listed below:

I. BUSINESS ENTITY & OWNERSHIP	
1.	GENERAL INFORMATION
	Company's name (according to the General Commercial Registry)
	Company's name in local language (if different)
	Distinctive title/ Abbreviation
	Company's registered seat address (according to the General Commercial Registry)
	Company's headquarters address (if different)
	ACER No.
	LEI No.
	Legal form
	TIN No
	Legal representative
	Compliance Officer
	Telephone and/or email of the Company
	Company's website

2.	COMPANY'S BUSINESS ACTIVITIES																							
	<p>Is your company</p> <p><input type="checkbox"/> A regulated credit/financial institution</p> <p><input type="checkbox"/> A financial institution within the meaning of law on combatting money laundering and terrorist financing (or a 100% subsidiary company)?</p> <p><input type="checkbox"/> a listed one (or 100% subsidiary)?</p>																							
	<p>Is the key business activity of your company directly or indirectly linked to regulated energy business (e.g. mining, generation, distribution) or to other regulated commodity trading business?</p> <p><input type="checkbox"/> YES</p> <p><input type="checkbox"/> NO</p>																							
	<p>If no, describe the key areas of your business activities.</p>																							
	<p>Mention the countries in which your company is active.</p>																							
	<p>Mention the number of your company's employees.</p>																							
3.	OWNERSHIP																							
	<p>Are the majority of your company's shares publicly-/state-/municipally-owned (above 50% or 100% subsidiary company)</p> <p><input type="checkbox"/> YES</p> <p><input type="checkbox"/> NO</p>																							
	<p>Who are your direct or indirect (up to the ultimate parent/beneficial owner) shareholders, owning more than 25% of your company?</p> <table border="1"> <thead> <tr> <th>NAME</th> <th>COUNTRY OF REGISTRATION</th> <th>PARTICIPATION (25%)</th> <th>NATURE OF PARTICIPATION (DIRECT/IN DIRECT)</th> </tr> </thead> <tbody> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> </tbody> </table>				NAME	COUNTRY OF REGISTRATION	PARTICIPATION (25%)	NATURE OF PARTICIPATION (DIRECT/IN DIRECT)																
NAME	COUNTRY OF REGISTRATION	PARTICIPATION (25%)	NATURE OF PARTICIPATION (DIRECT/IN DIRECT)																					

	Has there been any change in the direct and/or indirect shareholder structure within the last 3 years? If yes, please indicate these changes.										
	<p>Are there any Politically Exposed Persons (PEP), PEP's related or close associates in your company's direct or indirect shareholder structure or among its executives?</p> <p><input type="checkbox"/> YES</p> <p><input type="checkbox"/> NO</p>										
	<p>If yes, please provide the following information: Surname - First name - Duties description.</p> <table border="1"> <thead> <tr> <th>NAME</th><th>DESCRIPTION OF DUTIES</th></tr> </thead> <tbody> <tr><td></td><td></td></tr> <tr><td></td><td></td></tr> <tr><td></td><td></td></tr> <tr><td></td><td></td></tr> </tbody> </table>	NAME	DESCRIPTION OF DUTIES								
NAME	DESCRIPTION OF DUTIES										
4	REGULATORY ENVIRONMENT										
	<p>If your company has a registered seat in a third country, has your country established AML/CFT laws and is your company subject to such laws?</p> <p><input type="checkbox"/> YES</p> <p><input type="checkbox"/> NO</p>										
	<p>Is your country a FATF member?</p> <p><input type="checkbox"/> YES</p> <p><input type="checkbox"/> NO</p>										
	<p>Do you have branches and /or subsidiaries in third countries?</p> <p><input type="checkbox"/> YES</p> <p><input type="checkbox"/> NO</p>										
	<p>If yes, are these branches and/or subsidiaries subject to the AML laws applicable to your company?</p> <p><input type="checkbox"/> YES</p> <p><input type="checkbox"/> NO</p>										

5.	SUPERVISORY AUTHORITY
	<p>Is your company supervised or regulated by a national authority?</p> <p><input type="checkbox"/> YES</p> <p><input type="checkbox"/> NO</p>
	<p>If yes, please mention the name of the Supervisory/Regulatory Authority.</p>
6.	SUPPORTING DOCUMENTS
	<p>Please provide the following supporting documents:</p> <ul style="list-style-type: none"> - Recent extract of Commercial Register/ General Commercial Registry, issued not earlier than three months -original copy- - Official document/list of authorized persons to sign - Financial statements, audited if available, including the balance sheet and the profit and loss account of the last financial year. If no financial statements are available, a business plan of your business activity for the last 3 years would suffice. If any, please indicate the web link to your (audited) annual financial statements - Organizational chart and ownership structure explaining the shareholder/ownership' structure, up to and including the level of Ultimate Parent company, as well as the direct and indirect beneficial owners with minimum shareholding 25% or equivalent control rights.

II.COMPANY'S POLICIES & PROCEDURES

1.	AML & CFT POLICIES AND PROCEDURES
	<p>Does your company have written policies and procedures approved by highest-ranking governing bodies in accordance with the laws and regulations on preventing, identifying and reporting cases related to AML/CFT?</p> <p><input type="checkbox"/> YES</p> <p><input type="checkbox"/> NO</p>
	<p>Does the Board of Directors or other equivalent Management Committee receive regular reporting on the status of the AML and CFT Program?</p> <p><input type="checkbox"/> YES</p> <p><input type="checkbox"/> NO</p>
	<p>Are the policy and procedures established by your company, in order to comply with the relevant AML-and CFT-requirements, subject to review by an independent audit or other independent third party on a regular basis? If yes, please attach the most recent audit report(s).</p> <p><input type="checkbox"/> YES</p> <p><input type="checkbox"/> NO</p>
2.	KYC, DUE DILIGENCE & ENHANCED DUE DILIGENCE POLICY AND PROCEDURES
	<p>Does your company</p> <p><input type="checkbox"/> apply a policy and procedure in relation to customer identification requirements when concluding your business relationship?</p> <p><input type="checkbox"/> include PEP screening to determine whether its customer is a PEP, PEP related or PEP's Close Associate?</p>
	<p>Does your company follow a procedure to periodically review and update customer's details based on KYC renewal, trigger event or both?</p> <p><input type="checkbox"/> YES</p> <p><input type="checkbox"/> NO</p>
	<p>If you answered YES to any of the above, does your company's policy, procedures and monitoring specifically outline how to mitigate any potential risks associated with the higher risk customer category?</p>

	<p>Does your company have accounts and/or use banking services in/from banks or financial institutions having their registered seat in countries which are classified as "high risk" or "non-cooperative", according to the FATF list?</p> <p><input type="checkbox"/> YES</p> <p><input type="checkbox"/> NO</p>
3.	SANCTIONS POLICY & PROCEDURES
	<p>Has your company been subject to criminal or regulatory enforcement measures for violating the laws or regulations against money laundering, terrorist financing or sanctions within the last five years?</p> <p><input type="checkbox"/> YES</p> <p><input type="checkbox"/> NO</p> <p>At per your best knowledge, has your company been subject to an investigation (e.g. Prosecutorial or tax, or financial, competition or energy authorities' investigation) for violating the laws or regulations against money laundering, terrorist financing or sanctions within the last five years?</p> <p><input type="checkbox"/> YES</p> <p><input type="checkbox"/> NO</p> <p>Has your company developed a policy, as well as monitoring and reporting procedures for any sanctions?</p> <p><input type="checkbox"/> YES</p> <p><input type="checkbox"/> NO</p>
4.	MONITORING & REPORTING
	<p>Has your company adopted risk-based policies, procedures, and monitoring processes for the detection (automated or manual) and reporting of any suspicious activity?</p> <p><input type="checkbox"/> YES</p> <p><input type="checkbox"/> NO</p>

5.	DISCLOSURES
	<p>Have any criminal or regulatory measures been imposed to your company as a result of violations of anti-money laundering, counter-terrorist financing laws or regulations or of sanctions policy in the last three years?</p> <p><input type="checkbox"/> YES</p> <p><input type="checkbox"/> NO</p>
	<p>Has your company, as far as you know, been the subject of any investigation (e.g. carried out by prosecuting authorities, tax, financial, competition or energy authorities), related to violations of laws or regulations on anti-money laundering, terrorist financing or on sanctions policy in the last three years?</p> <p><input type="checkbox"/> YES</p> <p><input type="checkbox"/> NO</p>

Signature

I have the appropriate knowledge and authority to execute this Questionnaire and Certification on behalf of my company .

The answers to the Questionnaire are up-to-date, accurate and reflect the Company's policies and procedures.

[Signature]

Name:

Title/Position:

E-mail:



**Supply Agreement No POPD-611581
Supply of of Clean Petroleum Products with tank trucks to PPC
for year 2026**

Specimen B: Technical Offer

BIDDING COMPANY:

Name:

Address:

Authorized Legal Representative:

1. We hereby declare conformity of the Quality Characteristics of the Products offered by our Company under this Tender with the relevant PPC's specifications as in Annex 1 of Document 3: "Technical Specifications".
2. Failure to meet all the requirements, as detailed in Annex 1 of Document 3, deems the fuel to have a real defect.

3. Trucks loading facilities*

We hereby declare that the following truck loading facilities, located within Greece, shall be used for loading the products on trucks hired by our company to transport and deliver to PPC's destination points listed in this Tender:

Trucks loading facility:	Operated by:

(*) *Only truck-loading facilities located within Greece are acceptable.*

Authorized Signature(s)

Name(s) and Title(s)

Date

Supply Agreement No POPD-611581
Supply of Clean Petroleum Products with tank trucks to PPC for year 2026

APPENDIX III

Participation Letter of Guarantee

TO:
PUBLIC POWER CORPORATION
22, Chalkokondyli Street, Athens 104 32 GREECE

DATE

We wish to inform you that we irrevocably and unreservedly guarantee in favour of your Bidder (1) having its seat or domiciled in (2) waiving expressly and unreservedly the exception of claiming the benefit of option and our right objections of all kinds, including all the principal obligor's objections and particularly individual or non-individual, as well as any other objection as from articles 852-856, 862-864 and 866-869 of the Greek Civil Code, and renouncing of all our rights deriving from the above articles, we are severally responsible towards you and as principal obligors, with up to the sum of (3) for the participation of the said supplier in the Bid under Request for Proposals No (4) to be held on (5) for according to the terms and specifications of your Request for Proposals and its supplements, a copy of which was delivered to us, its reception being confirmed by the present.

The above guarantee refers only to the obligations deriving from the participation in the aforementioned Bid up to the signing of the relative contract by Bidder in case of an award to him, and the delivery by him to you of a Letter of Good Performance Guarantee in accordance with your instructions, but in no event whatsoever does it refer to the obligations deriving from the performance of such a contract.

In the event as a consequence of the above guarantee and according to your free and uncommitted judgment you will decide and inform us that the said Bidder is in default with regard to any obligation assumed by him in connection with his participation in the above Bid, we are hereby assuming the obligation to pay forthwith to you immediately in first demand, without any objection whatsoever, the guaranteed sum, either in total or in part, without any withholding of any kind or set-off or discount, according to your instructions and upon demand, without any authorisation, action or consent of the Bidder hereinabove mentioned being required for such payment, nor any opposition, exception, objection or recourse to arbitration and/or Courts to be eventually by above Bidder demanding non-forfeiture or sequestration of this Letter of Guarantee being considered.

The obligations of the undersigned hereunder are primary and independent of the relationship between the Contractor and the Company. The undersigned shall not be entitled against the Company to any right of set off or counterclaim, deduction, withholding of any nature whatsoever and howsoever arising or any deduction or withholding on account of any present or future taxes, levies, duties, charges or fees. The obligations of the undersigned shall not require any previous notice to or claim against the Bidder.

The undersigned shall make payment to the Company upon service of the Company's notice:

- a. without regard to any information or instructions the undersigned may then have received or may thereafter receive from any other source, and the undersigned shall not be entitled to inquire into or require proof of the facts stated in the notice which shall be conclusive as between the undersigned and the Company; and
- b. notwithstanding any dispute between the Contractor and the Bidder, it being the intention that the event upon which payment must be made hereunder is the service of the Company's notice without any right on the part of the undersigned to raise any objections.

We further declare that our present guarantee shall remain in full force and effect, until any and all obligations assumed by the Bidder by virtue of his participation in the above bid will have been fulfilled and this letter of guarantee will be returned to us together with a declaration from you releasing us from the present guarantee.

The rights and obligations of the undersigned under this Performance Bond are unconditional and irrevocable and may not be assigned or transferred.

All payments made by the undersigned shall be due and payable in the amount specified in the Company's certificate and shall be made free and clear of, and without any deduction for or on account of, any tax or other matters.

This Participation Letter of Guarantee shall be governed by Greek Law and the undersigned, the Company and the Bidder hereby irrevocably submit to the exclusive jurisdiction of the courts of Athens, Greece.

If at any time any one or more of the provisions of this Good Performance Guarantee is or becomes illegal, invalid, or otherwise unenforceable in any respect, the legality, validity, or enforceability of the remaining provisions of this Good Performance Guarantee shall not in any way be effected or impaired as a result.

NOTE: On blank spaces to be inserted:

- (1) The business trade name of the Bidder
- (2) The address of Bidder's seat is to be inserted here
- (3) The amount of the Participation Bond to be inserted here
- (4) Number of RfP to be inserted
- (5) Closing date for the submission of the Bids is to be inserted here



Call for Tenders No POPD-611581
Supply of Clean Petroleum Products
with tank trucks to PPC for year 2026

Checklist

Please check the appropriate answer, by ticking into the respective field.

Declarations	Response	Notices
01. Is Declaration of unreserved acceptance of all Terms and Conditions of the Tender attached to your reply?	<input type="checkbox"/> YES <input type="checkbox"/> NO	This attachment should be signed by the authorized representative of your company.
02. Is the Technical Offer attached to your reply?	<input type="checkbox"/> YES <input type="checkbox"/> NO	This attachment should be signed by the authorized representative(s) of your company

Item	Response	Notices
03. Days of Open Credit (Calendar days) I. Supply invoices II. Transportation invoices 		I. Days should be 45 or more. In case it is left blank, 45 days Open Credit period will be assumed. II. Days should be 35 or more. In case it is left blank, 35 days Open Credit period will be assumed.
04. Premium for 13.520 tons of ULSD 10 ppm without biodiesel, CPT at Supplier's Installations in Greece (\$/MT)	Prices will be in \$/MT, expressed with 3 decimal figures
05. Premium for 2.535 tons of ULSD 10 ppm without biodiesel, CFPP -15°C CPT at Supplier's Installations in Greece (\$/MT)	Price will be in \$/MT, expressed with 3 decimal figures.
06 Premium for 469 tons of Heating Oil CPT at Supplier's Installations in Greece (\$/MT)	Price will be in \$/MT, expressed with 3 decimal figures.
07. Premium for 507 tons of ULSD 10 ppm with biodiesel, CPT at Supplier's Installations in Greece (\$/MT)	USD element: EURO element:	I. Price will be in \$/MT, expressed with 3 decimal figures. II. Price will be in €/kl, expressed with 3 decimal figures.



08. Premium for 77 tons of Gasoline 10 ppm CPT at Supplier's Installations in Greece (\$/MT)	Prices will be in \$/MT, expressed with 3 decimal figures.
09. Transportation cost by truck from Supplier's Installations in Greece to the destinations below in €/klt: I. Komotini II. West Macedonia area III. Lavrion IV. Aliveri V. Megalopoli VI. PPC's Facilities in Athens/Aspropyrgos area	I. II. III. IV. V. VI.	Prices will be in €/klt, expressed with 3 decimal figures.

All items are mandatory to be filled-in

Signature

Name, title, date

Supply Agreement No POPD-6115811
Supply of Clean Petroleum Products with tank trucks to PPC for year 2026

Specimen A

GOOD PERFORMANCE LETTER OF GUARANTEE

Reference:

Contract no:

To: (the buyer's bank)

Beneficiary:

1. We are informed that [..... supplier], having its seat or domiciled at [..... address] has entered into contract No [..... contract No] with you, for the supply of [.....] under the terms of which a performance guarantee of one (1) percent of the estimated total contract value is required, in the sum of US dollars/Euros XX,000,000.00 (say, us dollars/Euros). The provisions, terms and conditions of the said contract became known to us, as we certify herein.
2. We, hereby, irrevocably and unreservedly issue the present confirmed guarantee and undertake to pay you on first demand, on behalf of [... supplier ...] and without any authorization action or consent of same, and without any objection, any sum or sums not exceeding in aggregate the aforementioned amount of US dollars/Euros XX,000,000.00. Payment shall be effected on receipt by us of your first demand in writing accompanied by your duly signed declaration stating that the said supplier is in default with regard to any obligation assumed by him by virtue of contract [.....], as well as the amount due thereof.
3. We further declare that our present guarantee shall remain in full force and effect until any and all obligations assumed by the [..... supplier] undertaken under the terms and within the context of contract [... Contract No ...] will have been fulfilled and this letter of guarantee will be returned to us, but however at the latest until [.....].
4. Immediately upon receipt of your request, no further authorisation, action or consent of the Counterparty 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.
5. The undersigned shall make payment to the Company upon service of the Company's notice:
 - (a) without regard to any information or instructions the undersigned may then have received or may thereafter receive from any other source, and the undersigned shall not be entitled to inquire into or require proof of the

facts stated in the notice which shall be conclusive as between the undersigned and the Company; and

(b) notwithstanding any Dispute between the Contractor and the Company, it being the intention that the event upon which payment must be made hereunder is the service of the Company's notice without any right on the part of the undersigned to raise any objections, irrespective of the validity and effectiveness of the Contract and the obligations arising thereunder and irrespective of the underlying facts or their significance under the Contract.

6. The obligations of the undersigned hereunder are primary and independent of the relationship between the Contractor and the Company. The undersigned shall not be entitled against the Company to any right of set off or counterclaim, deduction, withholding of any nature whatsoever and howsoever arising or any deduction or withholding on account of any present or future taxes, levies, duties, charges or fees. Without limitation to the foregoing, the undersigned hereby waives any rights, benefits and objections that would otherwise be available to a guarantor under articles 852-853, 855, 856, 862-864 and 866-869 of the Greek Civil Code. The obligations of the undersigned shall not require any previous notice to or claim against the Contractor.
7. The rights and obligations of the undersigned under this Good Performance Letter of Guarantee are unconditional and irrevocable and may not be assigned or transferred.
8. All payments made by the undersigned shall be due and payable in the amount specified in the Company's certificate and shall be made free and clear of, and without any deduction for or on account of, any tax or other matters.
9. This Good Performance Letter of Guarantee shall be governed by Greek Law. The undersigned, the Company and the Contractor hereby irrevocably submit to the exclusive jurisdiction of the courts of Athens, Greece.
10. The issuing of this Good Performance Letter of Guarantee by the undersigned does not cause any violation of any provisions on the limit set for the undersigned with regard to the issuance of on-demand guarantees.
11. If at any time any one or more of the provisions of this Good Performance Guarantee is or becomes illegal, invalid, or otherwise unenforceable in any respect, the legality, validity, or enforceability of the remaining provisions of this Good Performance Guarantee shall not in any way be effected or impaired as a result.

Yours faithfully,

Signature counter signature

All other terms of Inquiry DPLP-[.....] remain in full force.



Supply of Clean Petroleum Products - RfP 611581

FINANCIAL OFFER:

- 3.1.1. Days of Open Credit for product value Offered:
3.1.2. Days of Open Credit for transportation cost Offered:
3.2. Compulsory Stock Price
3.3. Additional premium for biodiesel
3.4. Supply of Products

	€/MT of ULSD 10 ppm supplied
	€/Klit

PRODUCT	Nominal Quantity (Kiloliters)	Nominal Quantity (MT)	Premium Offered (\$/MT)
ULSD 10 ppm	16.000	13.520	
Diesel Oil with CFPP -15 °C max	3.000	2.535	
Heating Diesel Oil	550	469	
Diesel Oil 10 ppm (ULSD) with bio	600	507	
Gasoline (Unleaded)	100	77	
TOTAL	20.250	17.107	

3.3. Land Transportation Prices

DESTINATION	QUANTITY (Indicative, Klit)	PRICE OFFERED (€/klT)
KOMOTINI POWER PLANT	1.000	
WEST MACEDONIA AREA	18.700	
MEGALOPOLI AREA	250	
LAVRION POWER PLANT	50	
ALIVERI POWER PLANT	50	
ATHENS AREA	200	
TOTAL	20.250	

Financial Data

Exchange rate, \$/€	1,17
Cost of financing	4,050%

Financing
Cost/day
0,000110959

Product Densities, Kg/liter:

ULSD 10 ppm / ULSD 10ppm CFPP -15°C / ULSD with Bio	0,845
Heating Oil	0,852
Gasoline	0,766

Product Prices, High FOB Med Platt's - November 2025 average (\$/MT)

ULSD 10 ppm	740,938	12.271.415
Gasoil 0,1%	682,338	319.744
Premium Unleaded 10 ppm	709,525	54.350

	CONTRACT COST (\$)	DAYS OF CREDIT	CREDIT VALUE (\$)
PLATTS ELEMENT	12.645.508	0	0
PREMIUM	0	0	0
BIO PREMIUM	0	0	0
TRANSPORTATION	0	0,00	0
	12.645.508		0
ADJUSTED TOTAL ANNUAL COST (\$)			12.645.508
WEIGHTED AVERAGE COST (FOR COMPARISON PURPOSES, \$/MT)			739,19