

Procurement

New Generation Activities  
Procurement Department

**REQUEST FOR QUOTATION (RFQ) No. NGAPD-2028**

**Scope: "Environmental and Social Impact Assessment (ESIA) for the Pumped Hydropower Storage (PHS) Projects at the Ptolemaida Mines (Kardia Mine PHS and South Field Mine PHS)"**

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**PUBLIC POWER CORPORATION S.A.****TERMS AND INSTRUCTIONS TO CANDIDATES**

The Public Power Corporation S.A. (hereinafter PPC or the Company), having its registered offices at 30 Chalkokondyli Street, GR 104 32, Athens – Greece, pursuant to the provisions of:

- the Regulations for Works, Supplies and Services of PPC (RWSS/PPC), approved by Board Decision No. 4/09.02.2022 and published on the official e-procurement website of PPC at [https://eprocurement.dei.gr/images/kepy\\_dei\\_ae\\_en.pdf](https://eprocurement.dei.gr/images/kepy_dei_ae_en.pdf); and
- the present Request for Quotation (RFQ No. NGAPD-2028)

hereby invites interested Candidates to submit a Proposal for the provision of services for the Scope **"Environmental and Social Impact Assessment (ESIA) Services for the Pumped Hydropower Storage (PHS) Projects at the Ptolemaida Mines (Kardia Mine PHS and South Field Mine PHS)"**.

This RFQ does not constitute a binding commitment to proceed with the engagement of the Successful Candidate.

PPC reserves the sole right to suspend, defer, modify, or transfer at a later time this process without any notice, and to terminate any discussions or negotiations, at any phase of the proceedings, without being liable to any Candidate or other party. PPC, its advisors, its staff and any of its affiliates bear no responsibility and assume no obligation for any existing errors or omissions in this RFQ. Candidate acquires no right and may not claim any compensation from PPC, its advisors, its staff or any of its affiliates due to this RFQ or their participation in this procedure.

**Glossary**

**Scope:** The Scope of Services comprises the preparation and delivery of the Environmental and Social Impact Assessment (ESIA), together with the provision of consulting support for alignment with the Hydropower Sustainability Standard (HSS), for the Pumped Hydropower Storage (PHS) Projects at the Ptolemaida Mines, namely the Kardia Mine PHS and the South Field Mine PHS. The said Scope is further defined and described in detail in the present RFQ and its respective Annexes.

**Company or Employer or PPC:** the Public Power Corporation S.A.

**System:** the PPC Electronic Procurement System, to be used for the submission of Candidates' proposals and all respective communication, through the "tenderONE" platform of "cosmoONE" company.

**Bidding Procedure or RFQ or Tender Procedure:** The present Request for Quotation (RFQ).

**Candidate(s) and/or Bidder(s) and/or Tenderer(s):** Economic operator(s) (natural or legal persons or partnerships/associations thereof) that will participate in the present Bidding Procedure.

**Contract Award Criteria:** the most financially advantageous Proposal, among all formally acceptable and technically compliant Proposals, determined solely on the basis of the lowest price.

**Successful Candidate:** The Candidate selected upon completion of the Bidding Procedure for Contract Award as per the above criterion.

**Letter of Assignment (LOA):** the written notification issued by PPC to the Successful Candidate, by which PPC formally announces its decision to award the Contract and authorizes the commencement of the Services, prior to the signing of the Contract.

**Consultant:** the Successful Candidate of this Bidding Procedure, after the signing of the respective Contract with the Company.

**Scope of Services or Services:** the services described in Article 3 of this RFQ and further detailed in ANNEX 1 hereof to be provided by the Consultant in accordance with the Services Agreement.

**Committee:** PPC's competent Committee to open and evaluate the Bids, issue decisions, and evaluate any changes in the composition of a Candidate.

**Bid or Proposal or Offer:** The proposal for the conclusion of an Agreement with the Company under the terms specified, electronically submitted through the System with the required declaration(s) and any other required documents, as per the respective processes described herein.

**Financial Offer or Offered Price:** The financial proposal for completion of the Scope defined herein, as reflected in the total lump-sum fee offered by the Bidders for the Services under the present RFQ.

**Commencement Date:** As defined in the Particular Conditions, annexed in this RFQ, of the Draft Service Contract Agreement.

**Contract or Agreement or Services Agreement or Services Contract Agreement:** The Contract to be signed between the Company and the Successful Candidate, comprising General and Particular Conditions based on FIDIC «White Book» – Client/Consultant MODEL SERVICES AGREEMENT – 5<sup>th</sup> Edition 2017.

**Contract Price or Agreement Price:** the total lump-sum price offered by the Successful Candidate and accepted by PPC for the provision of the Services under the Contract, as reflected in the Financial Offer, which shall be firm, fixed and non-adjustable throughout the entire duration of the Agreement in respect of the Scope of Services assigned thereunder

## Article 1 (Tender Documents)

The present Request for Quotation consists of this main document (RFQ No. NGAPD-2028), including the following ANNEXES:

### I. ANNEX 1 - Draft Services Contract Agreement

Since the Draft Services Contract Agreement is based on the FIDIC Client/Consultant Model Services Agreement – 5th Edition (2017), commonly referred to as the "FIDIC White Book", the following components are included in ANNEX 1:

- Particular Conditions, which modify or supplement the General Conditions mentioned below
- Standard Appendices, including: a) Appendix 1: Scope of Services, b) Appendix 2: Personnel, Equipment, Facilities and Services of Others to be Provided by the Client, c) Appendix 3: Remuneration and Payment and d) Appendix 4: Programme

The Main Agreement (signature page) and the General Conditions of the FIDIC White Book are not physically attached to ANNEX 1 but are incorporated as an integral part thereof by virtue of reference and shall apply in full, except where expressly modified by the Particular Conditions.

### II. ANNEX 2: Technical Specifications – Guide to Deliverables and Supporting Responsibilities of the Consultant

### III. ANNEX 3: Financial Offer Submission Forms

### IV. ANNEX 4: Candidate's Declaration Form

### V. ANNEX 5: Letters of Guarantee Templates

## VI. ANNEX 6: Joint Responsibility Declaration Form

**Article 2 (Information for Candidates)**

Participation in the RFQ is open to all interested economic operators (natural or legal persons or partnerships / associations thereof) which fully meet the requirements stated in Article 5.2 below.

**2.1 Competent PPC Division Responsible for the Tender Procedure – Submission Details (How, Where and When to submit the Quotation).**

- a. The competent PPC division for the RFQ is the New Generation Activities Procurement Department (NGAPD - ΔΠΝΔΠ), located at 25 Patission Street, 104 45, Athens – Greece. For further information, you may contact Mr. N. Mathioulakis and Ms. L. Tsiaousi via email at [N.Mathioulakis@ppcgroup.com](mailto:N.Mathioulakis@ppcgroup.com) and [L.Tsiaousi@ppcgroup.com](mailto:L.Tsiaousi@ppcgroup.com) respectively.
- b. The Bidding Procedure will be conducted electronically through the "tenderONE" platform of "cosmoONE" company of the PPC Electronic Procurement System, hereinafter referred to as the "**System**", through the [www.cosmo-one.gr](http://www.cosmo-one.gr) or [www.marketsite.gr](http://www.marketsite.gr) portals. The System ensures, at a minimum, using technical means and appropriate procedures that:
  - i. The time and date of accepting the Proposals are precisely determined.
  - ii. Access to information transmitted prior to the specified dates is fully prohibited.
  - iii. Only authorized persons are entitled to designate or modify dates for opening the submitted applications.
  - iv. Throughout the Tender Procedure, including the opening of the quotations, all or part of the information submitted may be accessed only by authorized persons and only after the specified date and time.
  - v. In the unlikely event of violation or attempted violation of the restrictions and/or terms of access, as per points (ii), (iii) and (iv), such violations or attempted violations are clearly traceable.

A prerequisite for participation of the interested parties, is registration with the System. Upon successful registration, they will be provided with System Access Codes, required for system login and submissions of applications and/or Proposals. Registration does not incur any expenses for interested parties.

Interested parties can download User Instructions for Registration and System's User Manual free of charge from the Company's official e-procurement website at <https://eprocurement.dei.gr>, under the section titled "Electronic Submission."

Candidates that are already registered in the System are not required to register again. Nevertheless, upon logging into the System, they are strongly advised to promptly update any personal information.

In order to submit a Proposal for the Bidding Procedure, interested parties established in EU countries are required to have a qualified digital signature (qualified electronic signature according to EU regulation 910/2014) 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 trust service provider.

Candidates established outside the EU with no access to qualified electronic signatures according to the above paragraph, can sign and certify / authenticate their signature with any other legal means. In such cases, the Proposal shall be accompanied by a declaration stating that the country of origin does not provide for the use of qualified digital signature.

Proposals shall be submitted by Candidates electronically, with the submission period commencing on the date the present RFQ is published on the "tenderONE" platform and

a closing date and time of submission on the **4<sup>th</sup> of February 2026 at 14:00 (Greek local time)**. After the expiry of the above closing date and time, the submission of Offers is not possible.

- c. The issues of the Bidding Procedure (RFQ Documents), as those are defined in Article 1 hereof, shall be available electronically through the "tenderOne" platform of cosmoOne (<https://www.marketsite.gr/>) and on PPC's e-procurement website (<https://eprocurement.dei.gr/>), where they will remain posted until **one (1)** day prior to the end of the period for the submission of Proposals.

## 2.2 Communication

Any communication between PPC and the Bidding Procedure Candidates shall be made electronically via the System using the "Contact" functionality.

Communication, update, and distribution of electronic documents will be carried out through the System, using the following procedures:

- Uploading or communicating relevant information via messages
- Uploading of relevant information by PPC
- Uploading of relevant information by Candidates

All data sent, notified, submitted, or uploaded are displayed at the user interface screens. In particular, the relevant timestamp constitutes proof of communication and circulation of documents through the System.

If the Company sets deadlines for replies, resubmissions, clarifications, or similar requests in its communications to the Tenderers, these deadlines shall be fair and reasonable and shall be clearly stated in the respective communication.

The relevant deadlines shall commence on the day of notification or submission and shall expire strictly at the date and time determined and communicated by PPC. In case the specified deadline falls on a Greek public holiday, PPC shall specify a new date and time on the next working day

All communication in the context of the present RFQ shall be conducted exclusively through the System.

Any communication effected via electronic mail, by physical delivery or service of correspondence to PPC, or by any other means outside the System's platform shall not be considered valid and shall not be taken into account.

Under no circumstances may any Candidate rely on or invoke oral or telephone communications conducted with the Company.

## 2.3 Pre-Submission (Pre-Bid) Clarifications

Candidates may request additional information and clarifications regarding the RFQ documents no later than the **28<sup>th</sup> of January 2026 at 14:00 (Greek local time)**, exclusively through the "Contact" functionality of the System.

PPC shall respond to requests submitted within the above deadline **no later than the 2<sup>nd</sup> of February 2026 at 14:00 (Greek local time)**, again through the System's "Contact" functionality.

In the event that the deadline for submission of the Bid is extended, PPC may, at its sole discretion, extend accordingly both the deadline for submitting requests for additional information and clarifications and the deadline for providing the respective responses.

**Article 3 (Scope of Services)****3.1. Brief Scope Description**

The Scope of the present RFQ covers the preparation of an Environmental and Social Impact Assessment (ESIA) for the Pumped Hydropower Storage (PHS) Projects located at the Ptolemaida mining area, namely the Kardia Mine PHS and the South Field Mine PHS Projects.

PPC S.A. has initiated the implementation of the Hydropower Sustainability Standard (HSS) within its hydropower portfolio, in cooperation with the Hydropower Sustainability Alliance (HSA). In this context, the PHS Projects at the Ptolemaida Mines have been selected for the initial application of the Standard.

Following the completion of the relevant Capacity Building activities, the preparation of an ESIA for the above Projects became necessary as a prerequisite for their formal assessment and certification under the Hydropower Sustainability Standard, as well as for alignment with applicable international environmental and social requirements.

**3.2 Description of the Scope of Services**

The ESIA shall identify and assess the environmental and social impacts of the Projects and propose appropriate mitigation and management measures, in accordance with the requirements of the Hydropower Sustainability Standard (HSS) and applicable national and international frameworks.

The Scope of Services is set out in ANNEX 2 (Technical Specifications – Guide to Deliverables and Supporting Responsibilities of the Consultant)() of the present RFQ.

Indicatively and not exhaustively, the ESIA report to be delivered to PPC S.A. for the Pumped Storage Projects at the Ptolemaida Mines (Kardia Mine PHS and South Field Mine PHS), together with its basic structure, shall include the following:

- 3.2.1 Introduction: Project objectives, project description, requirements, structure and ESIA preparation team.
- 3.2.2 Legal and Regulatory Framework: Regulations and requirements for ESIA, environmental regulations, national institutional framework.
- 3.2.3 ESIA Process and Methodology: feasibility analysis and scoping, stages of ESIA, data collection, impact assessment methodology.
- 3.2.4 Project Description: Location, infrastructure characteristics, construction and operation activities.
- 3.2.5 Alternatives Analysis: Comparison of environmental and social impacts of alternatives.
- 3.2.6 Public Participation and Consultation: Stakeholder identification, consultation process, grievance redress mechanism.
- 3.2.7 Existing Situation: physical, biological and social existing situation.
- 3.2.8 Impact Assessment and Mitigation: impact assessment, mitigation measures, positive impacts.
- 3.2.9 Environmental and Social Impact Management Plan (ESMP): mitigation measures, monitoring, timing and costs.
- 3.2.10 Monitoring Requirements: monitoring methodologies, performance indicators.
- 3.2.11 Implementation Schedule and Costs: planning and budgeting of measures.

The detailed methodology and contents of the ESIA are given in the «How-to Guide on Hydropower Environmental and Social Assessment and Management» (<https://www.hsa-hydro.org/>)

[alliance.org/how-to-guides/environmental-and-social-assessment-and-management](https://www.hs-alliance.org/how-to-guides/environmental-and-social-assessment-and-management)) of the International Hydropower Association (IHA), and in particular in Table 4.1 thereof.

In order to ensure compliance with international good practice, the Consultant shall take into account the following hydropower sustainability tools when preparing the ESIA:

A. Hydropower Good International Industry Practice (HGIIP)  
<https://www.hs-alliance.org/sustainability-guidelines>

B. Hydropower Sustainability Assessment Protocol (HSAP)  
<https://www.hs-alliance.org/hsap-tool>

C. Hydropower Sustainability ESG Gap Analysis Tool (HESG)\*  
<https://www.hs-alliance.org/esg-tool>

\* including alignment, as applicable, with the IFC Performance Standards (<https://www.ifc.org/en/insights-reports/2012/ifc-performancestandards>) and the new World Bank Environmental and Social Management Framework (<https://www.worldbank.org/en/projects-operations/environmental-and-social-framework>).

### Objective of the Services

The objective of the Services is for the ESIA to ensure:

- Full and comprehensive identification and assessment of the environmental and social impacts of the Projects.
- Compliance with applicable national legislation and regulatory provisions, as well as, as a minimum, with relevant international standards, including the IFC Performance Standards, the World Bank Environmental and Social Framework and the Equator Principles.
- Effective consultation with relevant stakeholders, including local communities, NGOs and government agencies.
- Preparation of an Environmental and Social Management Plan (ESMP) to ensure the sustainable implementation of the projects.

### Deliverables and Supporting Services

The Deliverables of the Services, as those are defined in ANNEX 2 of the present RFQ shall be delivered in Greek and English in electronic form, with the exception of Deliverable 10 "Study of the modification of the ETAD of the pumping storage project at the South Field mine", which shall be delivered in Greek, in both digital and printed form, for submission to and approval by the competent Licensing Authority.

Support for the approval of the Environmental Impact Assessment (EIA) Modification to the relevant Environmental Approval Decision by the Licensing Authority, as well as support during the certification process of the Ptolemaida Mines Pumped Storage Projects under the Hydropower Sustainability Standard, also fall within the Scope of Services of the present.

### **Article 4 (Duration and Place of Performance)**

#### **4.1 Deadlines - Duration of the Services**

The duration of the provision of Services is estimated at eight (8) months, with a maximum duration of ten (10) months, commencing from the Letter of Assignment (LOA) by PPC to the Consultant, to be effected by means of a written notification sent by PPC to the Consultant via electronic mail.

Details regarding the development of Deliverables 1 to 9, along with their indicative and maximum durations, are presented in the following ESIA Deliverables Development Table, structured into Phase A and Phase B.

ESIA Deliverables Development Table			
No.	Deliverables	Phase A (4 months from the LOA)	Phase B (8 months from the LOA)
1.	Environmental & Social Impact Assessment Study (ESIA)	<b>Intermediate report:</b> <ul style="list-style-type: none"> <li>Introduction</li> <li>Legal and administrative framework on environmental and social impact assessment</li> <li>Project Description PHS</li> <li>Project Alternatives</li> <li>Environmental Baseline Conditions</li> <li>Socio Economic Baseline</li> </ul>	<b>Final report:</b> <ul style="list-style-type: none"> <li>Stakeholder identification and analysis</li> <li>Assessment of environmental and social impacts</li> <li>Mitigation Measures and residual effects</li> <li>Environmental and Social Management and Monitoring Plan Results of stakeholder consultations</li> <li>References</li> <li>Non-technical Summary</li> <li>Appendices</li> <li>Environmental Maps</li> <li>Technical Drawings</li> </ul>
2.	Social Baseline Study	<b>Intermediate report:</b> <ul style="list-style-type: none"> <li>Bibliographic Research</li> <li>Regional Context</li> <li>Affected Population</li> <li>Cultural Heritage and Amenities</li> <li>Community Health and Safety</li> </ul>	<b>Final report:</b> <ul style="list-style-type: none"> <li>Field survey results</li> </ul>
3.	Biological baseline study	<b>Intermediate report:</b> <ul style="list-style-type: none"> <li>Introductory information</li> <li>Contractual information</li> <li>Brief technical description</li> <li>Elaboration methodology</li> <li>Study team</li> <li>Definition of study area</li> <li>Current state of the natural environment, based on bibliographic research (aquatic environment, terrestrial environment, protected areas, analysis of critical habitats, ecosystem services)</li> <li>Fieldwork methodology</li> </ul>	<b>Final report:</b> <ul style="list-style-type: none"> <li>Field survey results (aquatic environment, terrestrial environment, protected areas, critical habitat analysis, ecosystem services)</li> <li>Presentation of results on environmental maps</li> </ul>
4.	Environmental & Social Management Plan (ESMP)	-	<b>Final Report</b>
5.	Biodiversity Action Plan	<b>Intermediate report:</b> <ul style="list-style-type: none"> <li>Introduction</li> <li>Purpose and scope</li> <li>Biodiversity management</li> <li>Biodiversity context</li> <li>Summary of potential impacts and mitigations</li> </ul>	<b>Final report:</b> <ul style="list-style-type: none"> <li>Residual impact assessment and offset targets</li> <li>Offset strategy</li> <li>Monitoring and evaluation strategy</li> <li>Biodiversity action plan BAP implementation</li> </ul>
6.	Stakeholder Engagement & Mapping	<b>Intermediate report:</b> <ul style="list-style-type: none"> <li>Introduction</li> <li>Project and target area</li> <li>Regulatory framework and guidelines</li> <li>Stakeholder analysis and mapping</li> </ul>	<b>Final report:</b> <ul style="list-style-type: none"> <li>Stakeholder engagement activities</li> <li>Role and responsibilities</li> <li>Monitoring and reporting</li> <li>Appendices (consultation files, grievance form)</li> </ul>
7.	Community Development Plan	<b>Intermediate report:</b> <ul style="list-style-type: none"> <li>Introduction</li> <li>Project Description</li> <li>Description of the socio-cultural environment</li> <li>Impact on communities in the project area</li> <li>Community Benefit Sharing</li> <li>Labor management procedure</li> </ul>	<b>Final report:</b> <ul style="list-style-type: none"> <li>Monitoring and evaluation of community benefit sharing</li> <li>Community consultations and grievance redress</li> </ul>

ESIA Deliverables Development Table			
No.	Deliverables	Phase A (4 months from the LOA)	Phase B (8 months from the LOA)
8.	Environmental & Social Management System (ESMS)	<b>Intermediate report:</b> <ul style="list-style-type: none"> <li>Introduction</li> <li>Context and Scope of the ESMS</li> <li>E&amp;S Governance and Organization</li> <li>Environmental and Social Principles</li> <li>Responsible Investment Framework</li> </ul>	<b>Final report:</b> <ul style="list-style-type: none"> <li>Monitoring and Review</li> <li>Reporting and External Communications</li> </ul>
9.	Framework of the Contractor Management Plan	<b>Intermediate report:</b> <ul style="list-style-type: none"> <li>Review of PPC plans</li> </ul>	<b>Final report:</b> <ul style="list-style-type: none"> <li>Framework of the Contractor Management Plan</li> </ul>

For **Deliverable 10** (Study for the Modification of the Environmental Terms Approval Decision of the Pumped Storage Project of the South Field Mine), the deadline for submission to PPC is set for **27/03/2026**.

The Time for Completion of the Services shall be as defined by the durations of Phase A and Phase B offered by the Successful Candidate, subject to the maximum duration specified herein.

#### 4.2 Place of Performance of the Services

The Consultant shall perform the Services primarily from its headquarters or other place(s) of business and shall also carry out visits to the Ptolemaida Mines, as required for the purposes of the implementation of the Agreement.

All costs related to such visits shall be deemed to be included in the Agreement Price and no additional claims for travel, accommodation, subsistence or similar expenses shall be accepted.

### Article 5 (Participation in the Bidding Procedure)

#### 5.1 Admission of Candidates – Participation Right

Participation in this RFQ is open to economic operators (natural or legal persons or partnerships / associations thereof) established in any country that fully meet all selection criteria set out in Article 5.2 below.

The Company reserves the right to assess and exclude any Candidate based on security, regulatory or strategic considerations in accordance with EU and national procurement laws. Additionally, PPC shall exclude Candidates based in or significantly dependent on entities from jurisdictions subject to trade restrictions, sanctions, or embargoes imposed by the European Union, the United Kingdom, or other relevant international bodies.

Each Candidate, individually or as a member of a partnership / association, may submit only one Proposal. In case more than one Proposal is submitted by an economic operator, all such Proposals shall be rejected. Noncompliance with the present provision shall lead to the exclusion of all involved Candidates from the Bidding Procedure.

A prerequisite for participation in the present RFQ is the absence of exclusion grounds provided in the following paragraph 5.2.5 and the submittal of the relevant declaration in ANNEX 4 (Candidate Declaration).

No Offer shall be accepted from economic operators who have been excluded from PPC contracts for the duration of such exclusion.

Candidates must meet the above admission criteria as of the date of publication of this RFQ (at the latest).

## 5.2 Selection Criteria

The Candidates shall meet the following selection criteria:

### 5.2.1 Eligibility

The Candidate, in the case of a legal or natural person themselves, or in the case of a partnership/association of persons, each member thereof, must be registered in the relevant professional or commercial registers kept in Greece or in the country of establishment, for professional activities related to the Scope of Services.

### 5.2.2 Economic and financial standing

#### i. Financial Statements

The Candidate, in the case of a legal or natural person themselves, or, in the case of a partnership/association of persons, the members thereof cumulatively, must have an average annual turnover for the last three (3) financial years of at least eight hundred thousand euros (€800,000.00). If the Candidate (or a member thereof) has been operating for less than three (3) financial years, the average annual turnover will be calculated based on the financial years in which it has been operating.

To verify and certify the above-mentioned financial and economic standing requirements, Candidates must necessarily submit with their Proposal (Folder B) the corresponding relevant proof, which may include:

- Published financial statements and any relevant reports, in accordance with the form of the company
- Certificate from a certified auditor-accountant or
  - a copy of the last certified balance sheet or
  - the last published balance sheet (where there is an obligation to publish) or
  - audited statements of accounts
- or other relevant supporting documents and evidence

If the Candidate is not required by applicable law to prepare financial statements, a Declaration shall be submitted stating:

- a) that it is not required by applicable law to prepare financial statements and
- b) the turnover for each of the above periods.

#### ii. Insurance Coverage

In addition to the insurance obligations imposed by applicable law in respect of its personnel, the Consultant shall, at its own cost, maintain Professional Indemnity Insurance in force with a minimum coverage limit of EUR 1.000.000 per claim and in the aggregate, throughout the entire duration of the Agreement.

To verify and certify the above-mentioned insurance requirement, the Candidate shall, together with its Proposal, submit a binding declaration confirming either the existence of, or the undertaking to conclude the required insurance policy, in accordance with the provisions of paragraph 6.2.8 of the present RFQ.

### 5.2.3 Technical and professional capacity - Experience relevant to Scope of Services - Personnel Deployment Requirements

The selected Consultant must meet the following criteria:

- i. Proven experience in the preparation of Environmental and Social Impact Assessments (ESIAs) for hydroelectric power projects as well as proven experience in the preparation of Environmental Impact Assessments (EIAs) fs for the issuance of Environmental Terms Approval Decisions. Evidence of experience shall consist of Certificates of Good - Satisfactory

Performance and/or relevant Contracts, including at least one (1) ESIA and at least one (1) EIA for hydroelectric projects.

- ii. Proven experience in the project area, in particular with regard to the social aspects of development projects in the region (Region of Western Macedonia). Evidence of such experience shall be provided through Certificates of Good - Satisfactory Performance and/or relevant contracts for at least one (1) project, study or service assignment carried out by the Candidate in the Ptolemaida Mines area.
- iii. Proven experience in the preparation of ESIA/EIA reports that comply with the requirements of the competent licensing authority within the relevant jurisdiction. Evidence of such experience shall consist of Certificates of Good - Satisfactory Performance and/or relevant contracts, including at least one (1) completed ESIA/EIA prepared for the issuance of an Environmental Terms Approval Decision.
- iv. Proven capability in cooperating and engaging with local communities and relevant stakeholders in the context of public consultation processes for EIAs and/or ESIA. Evidence of experience shall include documented participation in at least one (1) public consultation process conducted in the context of an EIA and/or ESIA.
- v. Sound understanding of the potential issues and challenges associated with Pumped Hydropower Storage projects, as evidenced through the preparation of relevant EIAs. Evidence of such experience shall include Certificates of Good - Satisfactory Performance and/or contracts for the preparation and completion of at least one (1) EIA for a PHS project.
- vi. Personnel Availability: The Candidate must demonstrate the capacity to assign to the Study Team all specialist experts required for the provision of the Services, including, indicatively, experts in environmental, social and economic sciences, water resources management, biodiversity and related disciplines. The Candidate must also declare its willingness to subcontract to and/or engage external specialists and experts not included in its in-house Project Team, where such expertise is required for the proper performance of the Services, in accordance with the provisions of paragraph 5.2.3.vi below.

For the implementation of the Services, the Consultant's Project Team must, at a minimum, include qualified specialists covering the following areas of expertise:

- Environmental specialist: At least one (1) Senior expert (20+ years of professional experience) and one (1) Mid-level expert (10+ years of professional experience).
- Aquatic and Terrestrial Ecologist specialists: At least two (2) Mid-level experts (10+ years of professional experience).
- Social Development & Community Engagement Specialists: At least two (2) Senior experts (20+ years of professional experience) and two (2) Mid-level experts (10+ years of professional experience).
- Hydrologist: At least one (1) Senior expert (20+ years of professional experience).

For the verification and certification of the above, the Candidate shall mandatorily submit together with its Proposal:

- A list of the specialized personnel that will be made available and employed in the Project Team, accompanied by a description of their relevant experience and the individual CVs of the Project Team members, with particular emphasis on participation in projects of similar nature, scope, and complexity.
- A solemn declaration confirming that the Candidate shall make available the necessary personnel in accordance with the composition and specializations of the above Project Team.

Where the Proposal is submitted by a partnership/association of persons, the required experience shall be deemed to be fulfilled provided that it is covered cumulatively by its members.

#### 5.2.4 Quality assurance system

The Candidate, in the case of a legal or natural person themselves, or in the case of a partnership/association of persons, each member thereof, must hold an ISO 9001:2015 quality assurance certificate, or equivalent certification, or other evidence proving that it meets equivalent quality assurance requirements.

The burden of proof for the "equivalent" lies with the Candidate invoking it, who is required to include in their Proposal all the relevant proof.

#### **5.2.5 Grounds for exclusion**

Any Candidate shall be excluded from participation in the present RFQ where one or more of the grounds for exclusion set out in the relevant Declaration of ANNEX 4 and/or in paragraph 4 of Article 4 of the 'Regulations for Works, Supplies and Services of PPC S.A.' (RWSS) apply to the Candidate (in the case of a natural or legal person) or, in the case of a partnership or association of natural or legal persons, to any of its members.

Candidates shall mandatorily complete, sign and submit the above-mentioned Declaration along with their Proposal.

#### **5.2.6 Prohibition of participation by the same natural or legal person in more than one Proposal**

Proposals submitted by a member of a bidding partnership/association of persons who simultaneously submits a Proposal both as a member of another bidding partnership/association of persons and as an individual Candidate, shall be excluded from further participation in the RFQ if, up to the time of the completion of the Bidding Procedure, distortion of competition due to this reason is found.

In the event that affiliated companies submit more than one Proposal in the Bidding Procedure, either as members of a partnership of independent (non-affiliated) companies or independently, their Proposals shall be excluded from further participation in the Procedure if, by the time the Bidding Procedure is completed, distortion of competition due to this reason is found.

#### **5.2.7 Reliance on other entities' capacities**

Candidates are not permitted to invoke and/or rely on the financial, technical, and/or professional capacity of Third Parties in order to meet the conditions and requirements for participation set out in the above respective paragraphs. Each Candidate shall demonstrate independently, and by its own means, compliance with the relevant participation requirements.

For the avoidance of doubt, it is clarified that subcontracting for the purpose of covering specific scientific roles within the Project Team, in accordance with the provisions of paragraph 5.2.3.vi above, shall not be considered as reliance on the capacities of third parties within the meaning of this paragraph and shall therefore not be subject to the above restriction.

#### **5.2.8 Subcontractors**

No subcontracting or assignment of the Services, in whole or in part, to subcontractors or third-party service providers shall be permitted, except for the engagement of specialized personnel for the staffing of the Project Team, as expressly provided for in paragraph 5.2.3.vi above.

#### **5.2.9 Special provisions for partnerships/associations of natural or legal persons**

Partnerships or associations of natural or legal persons (including consortia, joint ventures or similar arrangements) are not required to adopt a specific legal form for the purposes of participating in the present RFQ, provided that a clear and binding reference to the formation of the partnership/association by the members of the Candidate is included in the Proposal. The requirement for the partnership/association to adopt a specific legal form prior to the signing of any agreement with PPC shall depend on its legal and commercial structure, as well as on applicable law.

It is expressly agreed that all members of a partnership/association shall bear joint and several, indivisible and unlimited liability towards PPC for the fulfilment of all obligations arising from

the Candidate's participation in the Bidding Procedure, as well as from any agreements concluded with PPC. To this end, partnerships/associations submitting a Proposal under the present RFQ shall also submit the Declaration of ANNEX 6 (Joint Responsibility Declaration). Partnerships/associations of natural or legal persons may participate in the present Bidding Procedure, provided that each member thereof meets the applicable requirements and submits the respective documentation in the Proposal folders, as specifically prescribed for such Candidates in Articles 5 and 6 of the present RFQ.

In the event that the tendering partnership/association constitutes an informal group of companies (i.e. an association of persons without separate tax or legal identity), the Proposal shall be structured so as to ensure separate invoicing by each member of the group, in accordance with Greek tax legislation and practice.

Where the above condition is not met, and provided that the partnership/association is selected as the Successful Candidate, the members thereof shall, prior to the signing of the Agreement, establish an appropriate legal and/or tax form enabling joint invoicing. In such case, a certified copy of the relevant supporting documentation evidencing compliance with the above requirement shall be submitted to PPC prior to the signing of the Agreement.

It is expressly clarified that all documents required to be included in the Candidates' Proposals (including, indicatively, the Candidate's Declaration, ISO certificates, financial statements and similar documentation) shall be submitted separately by each and every member of the partnership/association, where applicable.

## Article 6 (Bid Contents)

Candidates are requested to submit with their Bid the following three Folders, each with the required specific contents.

### 6.1. Folder A (Eligibility Criteria)

6.1.1 Candidates must submit in Folder A the respective "Candidate Declaration", as per ANNEX 4, signed by the Candidate's legal representative or another duly and legally authorized person. Said declaration relates to legal solvency, conflict of interest, acceptance of terms, time validity of the Bid and grounds for exclusion (according to par. 5.2.5 above).

6.1.2 Candidates must also submit in Folder A the required Bid Bond, to be issued by Banks that are acceptable to the Company. The approval of the Bank shall be based on reasonable grounds, including, but not limited to, the Bank's financial standing, credit rating, and overall reputation. Issuing Banks must be legally operating in:

- any member-state of the European Union, or
- any member-state of the European Economic Area, or
- any other country that has signed and ratified the Government Procurement Agreement (GPA) of the World Trade Organization, and therefore has this right, in accordance with the standing provisions.

The Bid Bond must be drawn according to the respective template(s) of ANNEX 4, for the amount of **eight thousand euros (€8.000)**. The Bid Bond must be valid for at least thirty (30) days beyond the validity period of the Bid. The Bid Bond must be scanned and uploaded to the electronic platform of the System in portable document format; the original Bid Bond must be delivered to PPC (at 25 Patission Street, 104 45, Athens - Greece, attn. Ms. Lydia Tsiaousi, T: +302105292630), within one (1) week after the closing of the electronic platform following the submission deadline.. This deadline can be extended for a further short period, at PPC's discretion. In the case that the original Bid Bond is not delivered to PPC within the above deadline, the Bid submitted shall be rejected.

If no reason arises for the Bid Bond to be forfeited on PPC's favor, it shall be returned to the Bidder as below:

- In case the Contract is not awarded to the Bidder, upon the decision of PPC approving the results of the Bidding Procedure or upon the expiration of the validity period of his Bid, whichever is earlier.
- In case the Contract is awarded to the Bidder, the Bid Bond shall be released only after the Contract has been signed by the Bidder and the required therein Performance Bond has been delivered to PPC.

## **6.2 Folder B (Administrative and Technical Offer)**

The Technical Offer should include, at least the following submittals:

- 6.2.1 Candidate's valid Certificate, fulfilling the requirements of article 5.2.4
- 6.2.2 Candidate's proposed methodology and approach for delivering the entire Scope of Services
- 6.2.3 Evidence of Candidate's technical and professional capacity and experience, as stipulated in points i to v of paragraph 5.2.3 of this RFQ, along with a Table of respective key contracts and references.
- 6.2.4 Proposed organizational structure for the provision of the Services. There should be a clear demonstration of the Project Team structure with an analysis of the specific roles of the members. Analysis of project team structure should separate specifically the Project Team Members (e.g. in (i) Head of Project, (ii) Senior Team and subject matter experts and (iii) Core Dedicated Team). Organization chart to include at least the specialists specifically provided for in point vi of paragraph 5.2.3 of this RFQ.
- 6.2.5 As per the provisions of said point vi, Project Team's experience shall be substantiated by the Candidate by submitting:
  - A list of the personnel that will be made available and employed in the Project Team, accompanied by a description of their relevant experience and the individual CVs of its members, with particular emphasis on participation in projects of similar nature, scope, and complexity.
  - A solemn declaration confirming that the Candidate shall make available the necessary personnel.
- 6.2.6 A detailed Programme – Time Schedule for the implementation of the Contract, including all deliverables of Phase A and Phase B, in accordance with the deadlines set out in paragraph 4.1 of the present RFQ.
- 6.2.7 Candidate's Financial Statements , fulfilling the requirements of point i of paragraph 5.2.2.
- 6.2.8 A duly signed Declaration on Insurance Coverage, in accordance with the provisions of Paragraph 5.2.2.ii of the present RFQ. The Declaration shall confirm that:
  - the Candidate either already maintains in force, or undertakes to conclude, a Professional Indemnity Insurance policy covering the limits specified in the above-mentioned Paragraph, and
  - in case of Contract Award, the Consultant shall submit a copy of the relevant insurance policy or a valid insurance certificate prior to the signing of the Agreement.

This Declaration may be submitted in any form and shall not be subject to a specific template, provided that it expressly and unequivocally confirms the above two points.

### **6.3 Folder C (Financial Offer)**

The Financial Offer for the requested Services will include:

- 1) The corresponding special electronic form of the System, according to the System's instruction manual, filled in and signed by the Candidate with the Offered Price.
- 2) The Financial Offer in pdf file format (or equivalent electronic format), as per ANNEX 3 (Financial Offer Submission Forms) of the RFQ, which must be filled in, digitally signed by the legal representative or other authorized person of the Candidate and submitted electronically in accordance with the instructions for the operation of the System.

Candidates are advised that:

- The filling of the financial data in the above forms must necessarily be done clearly.
- Comments, terms, conditions related to the values/price offered are prohibited.

The data that are contained in the special electronic form(s) of the System and the financial offer submitted in pdf file format, need to be consistent. Otherwise, and in case PPC chooses not to request respective clarifications / resubmission by the Candidate, the data of the submitted financial offer in pdf file format, which will be taken into account for the evaluation of the Proposals, shall prevail.

The Financial Offer shall depict the price(s) for the provision of Services required in this RFQ, in the form of a lump-sum flat fee, including all traveling, accommodation and other related expenses.

All taxes, duties, levies etc. will be borne by the Consultant, apart from VAT which, if applicable, will be borne by PPC.

### **6.4 Signature of Submitted Documents**

All Candidates are hereby required to submit their Bids and all accompanying documents with a valid digital signature or a certified signature. Candidates shall use a valid digital certificate issued by a recognized Certificate Authority to ensure the authenticity and integrity of their electronic submissions, or alternatively submit documents certified by a notary public or another legally recognized authority, confirming their authenticity.

Partnerships/associations of legal or natural persons shall submit a joint Financial Offer, which must be digitally signed, either by an authorized person or persons of each member or by a joint representative duly authorized in this respect.

### **6.5 Particular Requirements**

#### **6.5.1 Deviations from the Commercial and Financial Terms of the RFQ**

Deviations from the commercial and financial terms of this RFQ and its Annexes shall not be accepted. Bidders are required to fully comply with all relevant terms and conditions set forth in the RFQ documentation.

Any comments, observations or clarifications that effectively modify the commercial or financial terms of the RFQ shall be considered commercial deviations. Any Bid containing such deviations shall be rejected.

However, clarifications or comments of a non-material nature, which do not substantially alter the commercial or financial provisions of the RFQ, may be discussed during the clarification phase, at the sole discretion of PPC.

#### **6.5.2 Technical Deviations**

Deviations from the technical requirements set forth in the RFQ and its Annexes shall not be accepted. Candidates are required to fully comply with these requirements, which shall be

considered as the minimum acceptable technical standards.

Any Bid not meeting these minimum technical requirements shall be rejected.

#### **Article 7 (Opening and Evaluation of Bids – Contract Award)**

All Bids will be evaluated primarily in order to assess whether all requirements included in this RFQ are met and in particular whether the content of Folders A, B and C is complete and accurate.

Bids that do not fulfil this RFQ's requirements and/or incomplete submissions will be rejected.

##### **7.1. Electronic Opening and Evaluation of the Folders A and B (PHASE I)**

The Committee appointed by the Company shall proceed to open simultaneously Folders A and B of Bids on a duly appointed date and time and shall verify the completeness of the documents submitted in accordance with the requirements of Article 5 and paragraphs 6.1 and 6.2 of the present RFQ.

After considering the provisions of the RFQ regarding admission of Candidates and grounds of exclusion, the Committee shall decide which Bids comply with the terms of the RFQ.

The Committee records the result of this process in the relevant Minutes which include the Candidates rejected due to non-compliance with the requirements presented under Article 5 and paragraphs 6.1 and 6.2 and Candidates accepted which will proceed to Phase II. The result of Phase I is communicated to all Candidates, via the System, as follows:

- Candidates rejected due to non-compliance with provisions included in Articles 5 and paragraphs 6.1 and 6.2 will be notified of the rejection of their Proposal. The notification will specify only the part of the Proposal that was not accepted and led to the rejection, with the level of detail deemed appropriate by the Committee.
- Candidates with accepted Proposals will be notified that they will proceed to Phase II, without receiving any information regarding other Candidates' evaluation results.

##### **7.2. Opening of Folder C - Financial Evaluation and Award of the Contract (Phase II)**

Evaluation of the Financial Offers (Phase II) shall be conducted in the following stages:

- Opening of Folder C and evaluation of Financial Offers
- Submission of Improved Financial Offers, if requested
- Opening and evaluation of Improved Financial Offers

###### **7.2.1 Opening of Folder C – Financial Evaluation**

The Financial Folder (Folder C) of the accepted Proposals after evaluation of Folders A and B, shall be electronically unsealed by the competent Committee on a predetermined date and time set in the System by the Committee.

The Committee shall verify the compliance of qualified Candidates' submitted Financial Offer (Folder C) with the requirements of paragraph 6.3 of the present RFQ.

The financial evaluation of each Proposal shall be based exclusively on the total lump-sum fee offered for the Services. The Financial Offer submitted with each Proposal shall constitute the comparative figure used to determine the intermediate ranking of the accepted Candidates. The Committee shall document the results of the financial evaluation and the respective intermediate ranking in the relevant Minutes. These Minutes shall include:

- Any Candidates rejected in Phase II due to non-compliance with financial evaluation

criteria.

- The intermediate ranking of accepted Financial Offers.

Each Candidate shall be separately notified via the System as to whether their Financial Offer has been accepted. The notification shall not include any information regarding the Candidate's ranking, nor shall it disclose any details concerning other Candidates.

### **7.2.2. Submission of Improved Financial Offers**

Following the completion of the technical and financial evaluation of the initially submitted Proposals and the intermediate ranking of the accepted Candidates who submitted acceptable offers, the Committee notifies each Candidate individually through the System regarding the formal acceptance of their Offer, as outlined above.

If the Committee requests the submission of Improved Financial Offers, all accepted Candidates shall be invited to electronically submit an Improved Financial Offer through the System within a specified deadline, upon the Committee's request. This procedure may be repeated more than once, at the Committee's discretion. The most recently submitted Improved Financial Offer shall be considered the final and best Financial Offer.

It is made specifically clear that each Improved Financial Offer submitted by the accepted Candidates must:

- Strictly correspond to the initially declared technical specifications, as these were specified following evaluation of Folders A and B.
- Be equal to or lower than the initially submitted Financial Offer in the System or the most recently submitted Improved Financial Offer (if lower). Any submission of an Improved Financial Offer which is higher than the Candidate's initial offer or the most recent improved offer (whichever is lower) is explicitly defined as a breach of the Candidate's obligations in this process.

The Best and Final Offer, as determined through the above process, will be used for the final evaluation and the determination of the final ranking of the Candidates, the Contract being awarded on the basis of the most economically advantageous Proposal, i.e. the one with the lowest Financial Offer.

In the event of equal Financial Offers, the Candidates with equivalent Financial Offers will be invited to submit their best and final financial offer electronically through the System within a specified deadline.

If VAT is applicable on the invoices issued by the Successful Candidate to PPC, this will not be included in the Offered Price and will not be considered in the comparison of offers.

Finally, the Committee will prepare and sign an Offer Evaluation Report, detailing the entire process. Based on this report, a notification with the process results, regarding only their own final ranking, will be issued and communicated to the Candidates through the System.

If the Committee decides not to request any improved financial offers following the evaluation of all accepted proposals, the intermediate ranking defined in section 7.2.1 above will be considered the final ranking of this Bidding Procedure.

### **7.3. Evaluation-Stage (Post-Bid) Clarifications**

During the evaluation process of the Bids (Phases I - II), the competent Committee may invite the Candidates, through the System, to submit clarifications, additional information or supporting documentation, or to supplement and/or complete the information or documentation already submitted, within the time period specified in the request for clarification, which in any case shall be no less than two (2) days and no more than twenty (20) days from the date of PPC's relevant digital request.

Clarifications shall be provided solely upon request of the competent Committee, and only in relation to the matters explicitly specified therein; only such clarifications shall be taken into account. In such case, the submission of the requested clarifications shall be mandatory for the Candidate. PPC may, at its discretion, accept the submission of supplementary information and/or clarifications to the submitted documents, provided that such clarifications fully comply with the requirements of the RFQ.

Rejected Candidates reserve the right to raise objections in accordance with the provisions of Article 9 of the present RFQ. The list of qualified Candidates in both Phases shall be finalized after any objections have been examined.

#### 7.4 Validity of Bids

All Bids shall explicitly indicate that they are valid and binding for the Candidate for a period of one hundred and twenty (120) days, starting on the next day after the deadline for submission of the Bids.

The relevant declaration will be included in Folder A.

Bids setting a shorter period of validity are considered unacceptable and thus shall be rejected.

#### 7.5 Consultant's Bonding Requirements

Following the Letter of Award, as per the provisions of the present, and before signing the Contract, the Successful Candidate shall be required to submit a Performance Bond equal to three percent (3%) of the Contract Price, issued in accordance with the terms set out herein as well as in Clause 17 of Part B of ANNEX 1 of this RFQ.

In the event the Consultant requests an Advance Payment as per paragraph 3.5 of Appendix 3 of the same ANNEX, an Advance Payment Bond of equal amount shall be submitted to the Company prior to disbursement, also in accordance with the terms set out herein and the aforementioned Clause of ANNEX 1.

Bonds as per above shall be issued by Banks that are acceptable to the Company, as per the respective provisions of Article 6.1.2 of the present RFQ.

The said Bonds shall conform to the format set forth in ANNEX5 of the present RFQ, provided that reasonable modifications may be agreed upon between the Parties. Such modifications in the format and wording may be considered by PPC, upon receipt of a duly substantiated request from the Candidate and subject to the Company's written approval. Any agreed modifications must be finalized prior to Contract award and shall be binding on both Parties thereafter.

#### Article 8 (Personal Data Protection - Information on the processing of personal data)

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

- I. The scope of processing extends to the personal data included in the application files and the evidentiary means submitted to PPC, in the context of this Procedure, by the natural person who is himself a Candidate or Legal Representative of a Candidate.
- II. The purpose of the processing is the evaluation of the Application, the selection of the Counterparty for the Contract, the protection of PPC's rights, the fulfilment of PPC's statutory obligations and the overall safety and protection of transactions. Identity and

contact data will also be used by PPC to inform Candidates about the evaluation of applications.

III. The recipients of the abovementioned data are:

- (a) Entities to which PPC assigns the execution of specific actions on its behalf, namely Advisors, executives, members of Evaluation Committees, Operators of the System and other agents thereof in general, subject to the condition of confidentiality in each case.
- (b) The State, other public bodies or judicial authorities or other authorities or judicial bodies within the scope of their competences.

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

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

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

#### **Article 9 (Candidates' Objections)**

Each Candidate is entitled to submit objections only in the event of rejection of the Candidate's Bid in the context of this procedure and only on the grounds of said rejection (the "Objection"). Any Objection must be submitted electronically via the System. The date of Objection submission shall be considered as the date of its registration in the System. The date of registration via the System is the submission date.

Objections shall be submitted within a period of five (5) days from the date on which the contested decision was communicated to the person submitting the objection.

The examination of Objections is carried out by a Committee which shall be set up specifically for that purpose.

The examination of the Objections shall be conducted within a period of fifteen (15) calendar days of their submission. The decision of the Committee is communicated electronically, via the System, while at the same time an e-mail shall be sent through the System to the concerned complainant.

The decision rejecting the Objections is irrevocable and cannot be contested before PPC bodies. The submission of Objections does not automatically prevent the continuation of this procedure and any acceptance of Objections does not affect the validity of the procedure, but may lead, at the sole discretion of the Company, to the amendment of the Committee's decision or to the repetition of the procedure.

#### **Article 10 (Cancellation of the Procedure)**

PPC reserves the right, by reasoned decision of its competent bodies, to cancel this Procedure in whole or in part, or to repeat it under the same or different terms at any phase. PPC shall cancel the Procedure if:

- it has been unsuccessful due to non-submission of Bids or due to rejection of all Bids or exclusion of all Candidates.

- it was carried out without observing the conditions set out in this RFQ and in the relevant legislation, consequently affecting the result.
- the outcome following evaluation of the above set criteria is not satisfactory for the Company.
- the Company's needs have changed.
- normal performance of the Contract is not possible due to Force Majeure.

#### **Article 11 (Reservations and Rights of PPC)**

Participation in the Procedure shall be equivalent to a declaration by the Candidate that they are fully aware of all the terms, information, and documents of the RFQ.

PPC reserves the right to postpone the date of submission of Bids or make any amendments to this RFQ. These amendments will be included in relevant Supplements / Addend of this RFQ, the issuance whereof will be published, as well as the RFQ.

PPC reserves the right to modify the scope of Services by increasing it or decreasing it by up to 30% of the total Contract Price. Any such adjustment shall result in a proportional adjustment (respective increase or reduction) to the Consultant's remuneration. These changes may be implemented with or without a corresponding extension of the Time for Completion, subject to PPC's sole but reasonable discretion. The Consultant shall not be entitled to any increase in unit rates or to assert any additional claims as a result of such adjustments.

PPC has no responsibility or obligation, in any event, to compensate the Candidates for any expense or damage they might have suffered in preparing and submitting their Proposals, 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 Proposal, regardless of whether they were finally accepted or not, do not acquire any right whatsoever against PPC from this RFQ and their general participation in the procedure.

**Request For Quotation No. NGAPD-2028**

**Scope: "Environmental and Social Impact Assessment (ESIA) for the Pumped Hydropower Storage (PHS) Projects at the Ptolemaida Mines (Kardia Mine PHS and South Field Mine PHS)"**

**ANNEX 1**

**DRAFT SERVICES CONTRACT AGREEMENT**

*(consisting of Particular Conditions and Standard Appendices to "Fidic White Book")*

# Particular Conditions

## Part A. References from Clauses in the General Conditions

### 1.1 Definitions

1.14 Client's Representative [Name of Representative] \_\_\_\_\_

1.15 Commencement Date The date on which the Letter of Assignment (LOA) is sent by the Client to the Consultant via electronic mail.

1.18 Consultant's Representative [Name of Representative] \_\_\_\_\_

1.19 Country Greece \_\_\_\_\_

1.122 Project "Environmental and Social Impact Assessment (ESIA) for the Pumped Hydropower Storage (PHS) Projects at the Ptolemaida Mines (Kardia Mine PHS and South Field Mine PHS)"

1.124 Time for Completion As per Appendix 4 (Programme)

### 1.3 Notices and other Communications

1.3.1(c) Communication accepted [System of electronic communication] \_\_\_\_\_

1.3.1(d) Address for communications

Client's address: [Address] \_\_\_\_\_

Email: (only when e-mail is accepted as a valid system for electronic communications)

[Email] \_\_\_\_\_

Facsimile number: [Number] \_\_\_\_\_

Consultant's address: [Address] \_\_\_\_\_

Email: (only when e-mail is accepted as a valid system for electronic communications)

[Email] \_\_\_\_\_

Facsimile number: \_\_\_\_\_

[Number] \_\_\_\_\_

**1.4 Law and Language**

14.1	Law governing Agreement	Greek Law
14.2	Ruling language of Agreement	<u>English</u>
14.3	Language for communications	<u>Greek and/or English</u>

*(to be defined following Contract Award, depending on whether the Consultant is a foreign or a Greek entity)*

**1.8 Confidentiality**

1.8.3	Period for expiry of confidentiality	Two years after the termination of this Agreement, plus two years upon Client's written notice for specific clauses.
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**1.9 Publication**

1.9.1	Publication restrictions	Two years after the termination of this Agreement, plus two years upon Client's written notice within the initial restriction period.
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### 3.9 Construction Administration

Not included in Services

#### 7.4 Third Party Charges on Consultant

Exemption Applies

#### 8.2 Duration of Liability

8.2.1 Period of Liability Two years after the termination of this Agreement

#### 8.3 Limit of Liability

8.3.1 Limit of Liability 100% of the total Contract Price

#### 9 Insurance

9.1.1 Insurances to be taken out by Consultant

Professional Liability Insurance One million euros (1.000.000,00€)

#### 10 Disputes and Arbitration

10.4.1 Arbitration rules In the event that any disputes may arise between the parties, under or in connection with the present Agreement, that may not be resolved amicably within thirty (30) business days, or later date as may be mutually agreed, such disputes will be resolved in accordance with the Rules of Arbitration of International Chamber of Commerce (ICC) by three arbitrators to be appointed in accordance with such Rules. The Arbitration will take place in Athens, Greece.

10.4.1 Language of arbitration English and/or Greek

## Part B. Additional or Amended Clauses

These Particular Conditions supplement, and where applicable, amend the General Conditions, including variations, omissions and additions thereto. In the event of any inconsistency between the General Conditions and these Particular Conditions, the provisions of the Particular Conditions shall prevail.

**1. After Sub-Clause 1.1.28, the following Sub-Clause is added:**

**1.1.29. "Letter of Assignment"** (LOA) means the written notification issued by the Client to the Consultant, by which the Client formally announces its decision to award the Agreement and authorizes the commencement of the Services, prior to the signing of the Agreement."

**2.** Sub-Clause 1.7.1 is amended as follows: "All Intellectual Property held in any medium, whether electronic or otherwise, created by the Consultant during the performance of the Services (Foreground Intellectual Property) is vested in the Consultant. The Consultant hereby grants to the Client a royalty-free worldwide license to use and copy the Foreground Intellectual Property for any purpose in connection with the Project".

**3. After Sub-Clause 1.7.5 the following Sub-Clauses are added:**

**1.7.6 License Grant**

Notwithstanding the provisions of Sub-Clauses 1.7.1 to 1.7.4, the Consultant agrees that all technical input, documentation, specifications, designs, reports, or any other deliverables provided as part of the Consultant's Offer and the Services under this Agreement shall be licensed to the Client on a royalty-free, irrevocable, worldwide, non-exclusive, and transferable basis. The Client shall have the unrestricted right to use, modify, reproduce, and share such input for the purposes of the Project and any related activities, including but not limited to the engagement of third parties for the continuation or completion of the Project.

**1.7.7 Waiver of Restriction**

The Consultant expressly waives any right to assert or enforce any intellectual property rights in a manner that would restrict, delay, or otherwise hinder the Client's use of the provided input and deliverables of the present Agreement. The Consultant shall not claim or enforce any intellectual property rights that would prevent the Client from freely using, developing, or implementing the provided input and/or deliverables for the Project.

**1.7.8 Use of Deliverables After Termination**

In the event of termination of this Agreement, for any reason, the Client shall retain the right to use all deliverables of the present Agreement, including but not limited to drawings, designs, reports, calculations, and specifications, without restriction, and may provide them to any third party, such as another Consultant, Supplier, or Contractor, for the continuation and completion of the Project.

**1.7.9 Third-Party Rights and Indemnity**

The Consultant warrants that all input, materials, and deliverables in general provided under this Agreement are either owned by the

Consultant or appropriately licensed for use by the Client. The Consultant shall indemnify and hold harmless the Client against any claims, damages, or liabilities arising from an alleged infringement of third-party intellectual property rights related to the provided input and deliverables.

#### **1.7.10 Exclusion of Innovation**

The Consultant acknowledges that this engagement does not involve the development of new intellectual property or innovative solutions. Any intellectual property provided shall be considered as technical information essential for the Project and shall not be subject to additional claims of proprietary rights".

4. The last period of Sub-Clause 2.3.1 is amended as follows: "Sub-Clauses 2.3.1 (a) and (c) to (e) shall not apply where the principal place of business of the Consultant is a member state of the European Union or the European Economic Area".
5. Sub-Clause 2.4 of the General Conditions shall not apply.
6. Sub-Clause 2.6 of the General Conditions shall not apply.
7. Sub-Clause 3.7.2 is amended as follows: "3.7.2 The cost of such replacement shall be borne by the Consultant as well as in the case the replacement is requested by the Client by means of a Notice stating the reasons for it; such reasons shall relate to the provision of the Services and shall be reasonable and not vexatious".
8. After Sub-Clause 4.2.1 a new Sub-Clause 4.2.2 is inserted as follows:

#### **"4.2.2 Acceptance of the Services and Performance Certificate**

Following the proper and full completion of the Services in accordance with this Agreement, the Consultant may submit a written request to the Client for the acceptance of the Services. Within a reasonable period after receiving such request—and provided that the Client is satisfied that all Services have been duly completed and any issues raised in prior Notices of Non-Conformance have been resolved—the Client shall issue a Performance Certificate confirming the satisfactory completion of the Services. The issuance of the Performance Certificate shall constitute a condition precedent for the formal completion of the Agreement. Such issuance shall not affect any rights of the Client under the Agreement in respect of defects, liability, or other post-completion obligations of the Consultant. If the Client considers that the Services have not yet been completed in full, it shall notify the Consultant in writing, within fifteen (15) days of the Consultant's request, identifying the outstanding items or deficiencies that must be remedied before the Performance Certificate can be issued".

9. After Sub-Clause 4.6 a new Sub-Clause 4.7 is inserted as follows

#### **"4.7 Submission and Review of Deliverables**

The Consultant shall submit each deliverable or output of the Services in accordance with the Programme and the Scope of Services, in both editable and PDF formats, accompanied by a transmittal note referencing the relevant deliverable title and its submission status (draft or final).

Within fifteen (15) days from receipt of each deliverable/output, the Client may issue a Notice of Non-Conformance if the Client has (a) any remarks or comments on the content, clarity, or adequacy of the deliverable/output; or (b) identified any defects or deficiencies therein.

The Notice of Non-Conformance shall set out the Client's observations and may request the Consultant to either:

- (a) correct, revise, or supplement the deliverable within seven (7) calendar days of receipt of the Notice, or within such other period as may be agreed between the Parties; or
- (b) address the Client's comments as part of the submission of a subsequent and related deliverable, where the Client deems such sequencing appropriate.

Failure by the Client to issue a Notice of Non-Conformance within the above fifteen (15) days shall not be deemed acceptance of the deliverable but shall constitute a waiver of the Client's right to require corrections under this Sub-Clause, without prejudice to its other rights under the Agreement. The Consultant shall remain fully responsible for ensuring that all deliverables/outputs of Services comply with the Agreement, regardless of any Notice or lack thereof.

The timely and proper response by the Consultant to any Notice of Non-Conformance shall be a condition for the corresponding progress to be recognized under the Payment Certificate mechanism. Failure to respond adequately or within the prescribed timeframe shall result in the relevant portion of the Services being marked as incomplete or non-compliant, and the corresponding payment shall be deferred or withheld until satisfactory resolution".

10. After Sub-Clause 5.2, a new Sub-Clause 5.3 is added as follows:

#### **"5.3 Adjustment of Scope – Limit of Increase and Reduction**

Notwithstanding any other provision of this Agreement, the Client reserves the right to request one or more adjustments to the Scope of Services, whether by increasing or reducing it, provided that the cumulative increase or the cumulative reduction of the Scope of Services does not exceed thirty percent (30%) of the original Contract Price.

Any such adjustment shall result in a corresponding proportional adjustment to the Contract Price, by way of a respective increase or reduction.

The Consultant shall have no right to request any increase in unit rates and/or prices or to raise any other claims related to such adjustments within the above limits, unless otherwise expressly provided herein.

Any such adjustments to the Scope of Services shall, where applicable, be subject to a reasonable reassessment of the Time for Completion and, if justified, the granting of an extension of time, without prejudice to the Client's rights under the Agreement."

11. In Sub-Clause 6.1.1, the term "twenty-eight (28) days" is replaced with "seven (7) days".

- 12. Sub-Clause 6.1.2 (c) of the General Conditions shall not apply.
- 13. Sub-Clause 6.4.1 (d) is amended as follows: "At its sole discretion upon giving the Consultant thirty (30) days' Notice".
- 14. At the end of Sub-Clause 6.4.1, a new Sub-Clause 6.4.1 (f) is inserted as follows:
 

"If the Consultant fails to comply with Sub-Clause 17 of the Particular Conditions, the Client may terminate the Agreement upon giving a fourteen (14) days' Notice."
- 15. Sub-Clause 6.5.4 of the General Conditions shall not apply.
- 16. Sub-Clause 7.1.2 of the General Conditions shall not apply.
- 17. **Performance Bond**
  - 17.1 The Consultant shall provide the Client with an unconditional and irrevocable Performance Bond in the amount of three percent (3%) of the Contract Price. The Performance Bond shall be submitted by the Consultant within ten (10) days from the Effective Date, shall be issued in accordance with the requirements set forth in Article 7.5 of the respective RFQ (No. NGAPD-2028) and shall follow the format set out in Annex 5 of this RFQ.
  - 17.2 The Performance Bond shall remain valid until the completion of all contractual obligations, as specified in the Agreement, and shall remain in effect for a minimum period of .....\* (.) months from the Commencement Date.
 

*(\* Time for Completion plus at least two months - to be completed following award to the Successful Candidate)*
  - 17.3 The validity of the Performance Bond shall be extended, without objection, upon a written request from the Client, submitted to the Consultant prior to the expiry date, to ensure that the Bond remains valid for the entire duration of the Consultant's obligations, including any extensions of the Time for Completion granted under this Agreement. In the event of non-compliance by the Consultant, the Client may, at its discretion, call upon the Performance Bond.
  - 17.4 Upon completion of the Consultant's obligations under the Agreement and upon the Client's satisfaction that all Services have been fully performed, the Client shall release and return the Performance Bond within twenty-eight (28) days from the Consultant's respective written request for release. The Client shall not unreasonably withhold the release of the Performance Bond, provided that the Consultant has met all requirements under the Agreement and has corrected any deficiencies, if applicable.
  - 17.5 In the event of any increase in the of the Contract Price and provided that one or more increases together exceed ten percent (10%) of the original Contract Price, the Consultant shall, within fourteen (14) days of such increase, submit a supplementary Performance Bond. The supplementary Performance Bond shall be in an amount equal to three percent (3%) of the total increase in the Contract Price and shall be issued under the same terms and format as the original Bond. All stipulations of Sub-Clauses 17.1 to

17.4 above, shall also apply to any supplementary Performance Bond.

## **18. Delay Penalties**

In the event that the Consultant exceeds the Time for Completion, as specified in Appendix 4, for any reason or cause other than those expressly provided in Sub-Clause 4.4 [Delays] of the General Conditions, delay-related penalties ("Delay Penalties") shall be imposed.

For each Deliverable, Delay Penalties shall amount to 0,20% (zero point two per cent) per calendar day of delay of the portion of the Contract Price allocated to the delayed Deliverable, as specified in Clause 3.1 of Appendix 3 of the present Agreement. A grace period of fourteen (14) calendar days shall apply to each Deliverable, during which no Delay Penalties shall be imposed. However, once the grace period is exceeded, Delay Penalties shall be calculated retroactively from the first day of delay.

Delay Penalties shall accrue until the relevant Deliverable is duly submitted and accepted in accordance with the Agreement, subject to a maximum aggregate cap of ten percent (10%) of the portion of the Contract Price allocated to the respective Deliverable.

In all cases, the total amount of Delay Penalties payable under the Agreement shall not exceed ten percent (10%) of the total Contract Price, inclusive of any variations, subsequent supplement(s), amendment(s) or any other written agreement(s) executed between the Parties, in connection with this

Notwithstanding the provisions of Sub-Clause 7.2.3 of the General Conditions, the Client may impose Delay Penalties by withholding the corresponding amounts from any payments due or to become due to the Consultant under the Agreement and, to the extent that such amounts cannot be fully recovered in this manner, by calling upon the Performance Bond.

For the avoidance of doubt, the Delay Penalties stipulated herein shall constitute the Consultant's sole and exclusive financial liability towards the Client in respect of any delay in completion of the Services.

## APPENDICES

These Appendices form part of the Agreement.

### 1 Scope of Services

Under this Agreement, the Client assigns and the Consultant accepts the obligation to provide the Services in a timely, efficient, and safe manner, as analytically defined by the documents listed below, which shall apply in the following order of precedence, to the extent that they relate to the Scope of Services:

1. The Successful Candidate's replies to the Client's queries (Post-Bid submission), if any.
2. The Client's replies to the Successful Candidate's queries (Pre-Bid submission), if any.
3. Any Addenda to the respective Request for Quotation (RFQ) No. NGAPD-2028 issued by the Client, including clarifications and/or modifications to technical and/or commercial issues during the Bidding Procedure.
4. Article 3 and ANNEX 2 of the respective Request for Quotation (RFQ) No. NGAPD-2028.
5. The Successful Candidate's offer, as submitted through the process of the above mentioned RFQ.

*(\*Items 1 to 5 above shall be finalized following the award to the Successful Candidate. They may be analytically listed and/or annexed to this Appendix, or a consolidated and complete Scope of Services may be prepared and incorporated herein on the basis of the above)*

2 Personnel, Equipment, Facilities and Services of  
Others to be Provided by the Client

Not Applicable

### 3 Remuneration and Payment

#### 3.1 Contract Price

The Contract Price for the Services provided under the Scope of Services of this Agreement, as described above in Appendix 1 herein, shall be equal to \_\_\_\_\_ Euros (€\_\_\_\_\_), and is further allocated as per following table:

*\*Table to be included following completion of the RFQ*

**The Contract Price shall be fixed and not subject to escalation. The same stands for all partial prices as per the table above.**

The Contract Price shall constitute the full remuneration of the Consultant and shall cover any and all expenditures required for the provision of the Services, including, indicatively, personnel salaries and wages, the value of all materials and supplies that will be used for the provision of the Services, insurance fees and premiums, FOREX currency risks, general expenses (including taxes, duties, etc. enforced in the Country of the Consultant), charges and encumbrances of any kind relating to personnel of any rank, including in particular the Consultant's contributions to social security organizations, the Consultant's profit, and any other expenses required for the Consultant's compliance with the provisions of the Agreement.

The Contract Price shall further include all costs related to the requested site visits in Greece, whether on-site or off-site, including travelling, accommodation, allowances, subsistence and any other related expenses. Any value added tax (VAT) applicable to the invoices issued by the Consultant to the Client in respect of the Services, shall be borne and paid exclusively by the Client. VAT is not included in the Contract Price.

#### 3.2 Payment Schedule

Invoicing by, and payments to, the Consultant shall be governed by the following milestones:

##### 3.2.1 Advance Payment

The Consultant may request an interest-free Advance Payment, in an amount of up to twenty percent (20%) of the Contract Price, against the submission to the Client of an Advance Payment Guarantee of equal amount.

The Advance Payment shall be fully deducted from the First Interim Payment defined below.

##### 3.2.2 First Interim Payment – Phase A

Payment of an amount corresponding to fifty percent (50%) of the Contract Price, following respective payment certification and invoicing, upon submission of Deliverable 10 as well as all deliverables of Phase A, as analytically described in the "ESIA Deliverables Development Table" of Clause 4.1 of Appendix 4 hereof.

At this stage, the full amortization of the Advance Payment shall take place, provided that an Advance Payment has been granted in accordance with the above.

##### 3.2.3 Second Interim Payment – Phase B

Payment of an amount corresponding to forty percent (40%) of the Contract Price, following respective payment certification and invoicing, upon submission of all

deliverables of Phase B, as analytically described in the "ESIA Deliverables Development Table" of Clause 4.1 of Appendix 4 hereof.

#### 3.2.4 Final Payment

Payment of an amount corresponding to ten percent (10%) of the Contract Price, following respective payment certification and invoicing, upon submission of all deliverables to the Hydropower Sustainability Alliance (HSA) for official evaluation, in accordance with the HS Standard applicable to the PHS Projects at the Ptolemaida Mines.

### 3.3 Currency for Invoicing and Payments

Invoicing and payments shall be made in EURO.

### 3.4 Invoicing and Payment Conditions

#### 3.4.1 Payment Period

Payments shall be effected within thirty (30) days from the issuance date of the invoice, subject to the conditions set out below.

#### 3.4.2 Payment Certification and SAP Purchase Order

Payments shall be made only for Services actually provided by the Consultant and duly certified by the Client.

Each invoice shall be accompanied by the corresponding Payment Certificate for the Services provided, in a form previously agreed with the Client, duly approved by the competent Division of the Client.

A Purchase Order (PO) shall be issued through the SAP system by the said Division on the basis of the approved Payment Certificate and shall be sent to the Consultant prior to the issuance of the invoice.

#### 3.4.3 Invoicing Requirements

Following the above certification, the Consultant shall issue and submit to the Client the respective invoice, in accordance with the applicable tax legislation and within the deadline provided therein, stating the SAP Contract number and the SAP Purchase Order number to which the invoice refers.

The invoice shall be delivered or transmitted to the Client within three (3) days from its issuance.

#### 3.4.4 Supporting Documentation and Compliance

The Consultant shall submit any additional supporting documentation required by the relevant Division of the Client regarding compliance with applicable labour law, social security legislation and the regulations of the Greek Tax Authorities, including a declaration by the legal representative of the Consultant confirming that the provisions of the Labour and Insurance Legislation have been strictly observed for the personnel employed.

#### 3.4.5 Tax Residence Certificate (if applicable)

In cases where the Consultant is established in a foreign country with which Greece has entered into a Double Taxation Convention, and where the Greek tax authorities require proof that the Consultant is subject to taxation in its country of

residence, the Consultant shall submit the appropriate certificate of tax residence ("Form").

The Form shall be duly completed and signed by the competent tax authority of the Consultant's country of residence, delivered to the Client and renewed annually.

Failure to submit a valid Form shall prevent the invoice from being submitted to the competent Greek tax authorities and shall consequently preclude the full payment of the invoice.

### **3.5 Advance Payment and Advance Payment Bond**

In case the Consultant requests the Advance Payment referred to in Sub-Clause 3.2.1 above, by submitting a formal notice to the Client, the latter shall pay the Advance Payment to the Consultant within thirty (30) days from receipt of an Advance Payment Bond of equal amount, issued by a Bank acceptable to the Client, in accordance with the requirements of Article 7.5 of the respective RFQ (No. NGAPD-2028) and in the format set out in Annex 4 thereof.

The Advance Payment Bond shall be released and returned to the Consultant upon full amortization of the Advance Payment and within twenty-eight (28) days from the Consultant's respective written request for release submitted to the Client.

### **3.6 Effects of Terminations and Exceptional Costs and loss of profit**

Following the provisions of Sub-Clause 6.5.3, in case of Termination under Sub-Clause 6.4.1 (d) and Sub-Clause 6.4.2 (a) to (d), the Consultant shall submit only Exceptional Costs that constitute direct losses for review by the Client. No loss of profit shall be paid to the Consultant.

## 4 Programme

### 4.1 Commencement Date - Time for Completion

The Commencement Date is the date on which the Letter of Assignment (LOA) was sent by the Client to the Consultant via electronic mail, prior to the execution of the Agreement, and shall apply irrespective of the date of execution hereof, namely the ... of ... 2026.

The Consultant shall complete the Services within the Time for Completion as set out in the table entitled "ESIA Deliverables Development Table" below.

*\* The said table shall be finalized and incorporated following the issuance of the LOA and the award of the Contract.*

### 4.2 Project Programme

In accordance with the provisions of Sub-Clause 4.3 of the General Conditions, the Consultant shall submit a Programme for the performance of the Services. The Programme shall be reviewed by the Client and shall either be approved or returned with comments for resubmission. Upon approval, the Programme shall constitute the Programme Baseline for the Scope of Services.

Following the Commencement Date, the Consultant may, upon the Client's request, submit a programme update depicting the approved Programme Baseline and a comparison between the Baseline and the actual progress of the Services, including the completion status per activity.

Any revisions to the Programme Baseline shall be subject to a formal written request by either Party and shall only take effect upon the mutual written agreement of both Parties on the revised Programme.

## 5 Rules for Adjudication

### General

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- 1 Any reference in the Agreement to the Rules for Adjudication shall be deemed to be a reference to these Rules.
- 2 Definitions in the Agreement shall apply in these Rules.

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### Appointment of Adjudicator

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- 3 The Parties shall jointly ensure the appointment of the Adjudicator. The Adjudicator shall be a suitably qualified person.
- 4 If for any reason the appointment of the Adjudicator is not agreed at the latest within 14 days of the reference of a dispute in accordance with these Rules, then either Party may apply, with a copy of the application to the other Party, to any appointing authority named in the Agreement or, if none, to the President of FIDIC or his nominee, to appoint an Adjudicator, and such appointment shall be final and conclusive.
- 5 The Adjudicator's appointment may be terminated by mutual agreement of the Parties. The Adjudicator's appointment shall expire when the Services have been completed or when any disputes referred to the Adjudicator shall have been withdrawn or decided, whichever is the later.

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### Terms of Appointment

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- 6 The Adjudicator is to be, and is to remain throughout his appointment, impartial and independent of the Parties and shall immediately disclose in writing to the Parties anything of which he becomes aware which could affect his impartiality or independence.
- 7 The Adjudicator shall not give advice to the Parties or their representatives concerning the conduct of the project of which the Services form part other than in accordance with these Rules.
- 8 The Adjudicator shall not be called as a witness by the Parties to give evidence concerning any dispute in connection with, or arising out of, the Agreement.
- 9 The Adjudicator shall treat the details of the Agreement and all activities and hearings of the Adjudicator as confidential and shall not disclose the same without the prior written consent of the Parties. The Adjudicator shall not, without the consent of the Parties, assign or delegate any of his work under these Rules or engage legal or technical assistance.
- 10 The Adjudicator may resign by giving 28 days' notice to the Parties. In the event of resignation, death or incapacity, termination or a failure or refusal to perform the duties of Adjudicator under these Rules, the Parties shall agree upon a replacement Adjudicator within 14 days or Rule 4 shall apply.
- 11 The Adjudicator shall in no circumstances be liable for any claims for anything done or omitted in the discharge of the Adjudicator's duties unless the act or omission is shown to have been in bad faith.
- 12 If the Adjudicator shall knowingly breach any of the provisions of Rule 6 or act in bad faith, he shall not be entitled to any fees or expenses hereunder and shall reimburse each of the Parties for any fees and expenses properly paid to him if, as a consequence of such breach any proceedings or decisions of the Adjudicator are rendered void or ineffective.

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<b>Payment</b>	<p>13 The Adjudicator shall be paid the fees and expenses set out in the Adjudicator's Agreement.</p> <p>14 The retainer fee, if applicable, shall be payment in full for:</p> <ul style="list-style-type: none"> <li>(a) being available, on 28 days' notice, for all hearings and visits;</li> <li>(b) all office overhead expenses such as secretarial services, photocopying and office supplies incurred in connection with his duties;</li> <li>(c) all services performed hereunder except those performed during the days referred to in Rule 15.</li> </ul> <p>15 The daily fee shall be payable for each working day preparing for or attending visits or hearings or preparing decisions including any associated travelling time.</p> <p>16 The retainer and daily fees shall remain fixed for the period of tenure of the Adjudicator.</p> <p>17 All payments to the Adjudicator shall be made by the Parties as determined by the Adjudicator. The Adjudicator's invoices for any monthly retainer shall be submitted quarterly in advance and invoices for daily fees and expenses shall be submitted following the conclusion of a visit or hearing. All invoices shall contain a brief description of the activities performed during the relevant period. The Adjudicator may suspend work if any invoice remains unpaid at the expiry of the period for payment, provided that 7 days prior notice has been given to both Parties.</p> <p>18 If a Party fails to pay an invoice addressed to it, the other Party shall be entitled to pay the sum due to the Adjudicator and recover the sum paid from the defaulting Party.</p>
<b>Procedure for Obtaining</b>	<p>19 A dispute between the Parties may be referred in writing by either Party to the Adjudicator for his decision, with a copy to the other Party. If the Adjudicator has not been agreed or appointed, the dispute shall be referred in writing to the other Party, together with a proposal for the appointment of an Adjudicator. A reference shall identify the dispute and refer to these Rules.</p> <p>20 The Adjudicator may decide to conduct a hearing in which event he shall decide on the date, place and duration for the hearing. The Adjudicator may request that written statements from the Parties be presented to him prior to, at or after the hearing. The Parties shall promptly provide the Adjudicator with sufficient copies of any documentation and information relevant to the Agreement that he may request.</p> <p>21 The Adjudicator shall act as an impartial expert, not as an arbitrator, and shall have full authority to conduct any hearing as he thinks fit, not being bound by any rules or procedures other than those set out herein. Without limiting the foregoing, the Adjudicator shall have power to:</p> <ul style="list-style-type: none"> <li>(a) decide upon the Adjudicator's own jurisdiction, and as to the scope of any dispute referred to him,</li> <li>(b) make use of his own specialist knowledge, if any,</li> <li>(c) adopt an inquisitorial procedure,</li> <li>(d) decide upon the payment of interest in accordance with the Agreement,</li> <li>(e) open up, review and revise any opinion, instruction, determination, certificate or valuation, related to the dispute,</li> </ul>

- (f) refuse admission to hearings to any persons other than the Client, the Consultant and their respective representatives, and to proceed in the absence of any Party who the Adjudicator is satisfied received notice of the hearing.
- 22 All communications between either of the Parties and the Adjudicator and all hearings shall be in the language of the Adjudicator's Agreement. All such communications shall be copied to the other Party.
- 23 No later than the fifty-sixth day after the day on which the Adjudicator received a reference or, if later, the day on which the Adjudicator's Agreement came into effect, the Adjudicator shall give written notice of his decision to the Parties. Such decision shall include reasons and state that it is given under these Rules.

**Request For Quotation No. NGAPD-2028**

**Scope: "Environmental and Social Impact Assessment (ESIA) for the Pumped Hydropower Storage (PHS) Projects at the Ptolemaida Mines (Kardia Mine PHS and South Field Mine PHS)"**

**ANNEX 2**

**TECHNICAL SPECIFICATIONS – GUIDE TO DELIVERABLES AND SUPPORTING  
RESPONSIBILITIES OF THE CONSULTANT**

## Technical Specifications – Guide to Deliverables and Supporting Responsibilities of the Consultant

This document is a comprehensive guide to the Service Deliverables, providing clear instructions for their implementation, as well as useful information on procedures and documentation requirements. In addition, it includes a detailed description of the support responsibilities undertaken by the Consultant, with the aim of ensuring the effective implementation of the Project.

In particular, the Consultant shall provide specialized technical support and consulting guidance with the aim of full alignment with the requirements of the Hydropower Sustainability Standard (Hydropower Sustainability Standard – HSS) and the preparation of the Environmental and Social Impact Assessment (ESIA). Therefore, in addition to the Deliverables, the provision of the Service includes the following:

- Participation in consultation processes with stakeholders, including local communities, institutions, and professional associations.
- Provision of consulting services in all sections of the HS Standard (HSS), such as:
  - ❖ Preparation of the ESIA, including the review, technical contribution, and incorporation of the HS Standard (HSS) requirements into the respective chapters of the Study.
  - ❖ Collaboration with the competent PPC departments for the preparation of the pertinent Environmental Management Plans (ESMPs) and the establishment of the Environmental and Social Management System (ESMS).
  - ❖ Documentation of compliance with international standards (e.g., IFC Performance Standards, ISO 14001) and support in certification or assessment processes.
  - ❖ Maintenance of the following records is considered essential for proper project monitoring and management: Project Communications and/or Consultation Plans, Communication Protocols, as detailed in the document *«How-to Guide on Communication and Consultation»* (<https://www.hs-alliance.org/how-to-guides/communications-and-consultation>)

The following table summarises the deliverables for which detailed instructions are provided below<sup>1</sup>:

A/A	Table of Deliverables
1.	Environmental and Social Impact Assessment Study (ESIA)
2.	Social baseline Study
3.	Ecological baseline Study
4.	Environmental and Social Management Plans (ESMP <sub>s</sub> )
5.	Biodiversity Action Plan
6.	Stakeholder Engagement and Mapping Plan
7.	Community Development Plan
8.	Environmental and Social Management System (ESMS)
9.	Framework of the Contractor Management Plan
10.	Study for the Modification of the Environmental Terms Approval Decision of the South Field Mine (MEE/DEPA/82403/5203/23.07.2025)

1. Indicatively and not restrictively, the contents of the ESIA report are to be submitted to PPC S.A. and its basic structure is **described in Table 4.1 (p. 55) of the document «How-to**

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<sup>1</sup> Deliverables 1 to 9 must be submitted in two language versions, namely in Greek and English.

*Guide on Hydropower Environmental and Social Assessment and Management» (<https://www.hs-alliance.org/how-to-guides/environmental-and-social-assessment-and-management>) and are further analyzed on page 60 of the same document.*

- The data relating to the Physical Baseline, which includes the sections of climate change, air quality and noise, geology and soils, as well as water resources, will be delivered by PPC to the Consultant, in order to be incorporated into the Environmental and Social Impact Assessment (ESIA).
- The contents of the Social Baseline and the Biological Baseline Studies are presented in Table 4.3, on page 65 of the document. «How-to Guide on Hydropower Environmental and Social Assessment and Management».
- In addition, PPC will make available the HSS Self-Assessment Report for the Preparation Stage of the Kardia Pumped Storage Project, which was prepared as part of the Capacity Building Program in collaboration with the Hydropower Sustainability Alliance. This document includes important comments and technical observations that serve as a valuable guide for the proper and complete preparation of the following deliverables, in accordance with the requirements of the HSS standard.
- All the necessary **HSS standard guides** are available at the link below and are a key resource for the proper preparation of the relevant deliverables: <https://www.hs-alliance.org/how-to-guides>

2. For the preparation of the Social Baseline Study, existing studies, e.g. by the Region of Western Macedonia, as well as studies/research carried out through the Atlantis Programme on the socioeconomic data of the area of the planned PHS Pumped Storage Projects in the Ptolemaida Mines, and the following content should be included:

A/A	Social Baseline Study
1.	<b>Regional context</b>
1.1	Administrative and traditional authorities
1.2	Population and demography
1.3	Ethnicity
1.4	Status of women
1.5	Business and industry
1.6	Social infrastructure and services (Health, education, roads, Ports and Navigation)
2	<b>Affected population</b>
2.1	Settlements and population
2.2	Age and gender composition
2.3	Literacy and education
2.4	Ethnicity and Indigenous Peoples
2.5	Land use and tenure
2.6	Occupations and incomes
2.7	Livelihoods (Farming, Fishing, Livestock etc)
2.8	Social networks
2.9	Transport and mobility
2.10	Access to public services
2.11	Gender dynamics
2.12	Vulnerable groups
3.	<b>Amenity and heritage</b>
3.1	Cultural heritage

3.2	Tourism and recreation
3.3	Landscape and visual amenity
<b>4.</b>	<b>Community health and safety</b>
4.1	HIV and sexually transmitted diseases
4.2	Status of pandemic diseases (e.g. COVID-19)
4.3	Vector-borne diseases
4.4	Gender-based violence and sexual exploitation and abuse
4.5	Flood risk
4.6	Traffic-related injuries and fatalities

The preparation of the Social Baseline Study requires a thorough understanding and application of the principles and procedures described in the "*How-to Guide on Hydropower Environmental and Social Assessment and Management*". At the same time, the Study must cover both the minimum and advanced requirements defined in the HSS Self-Assessment Report (Preparation Stage) for the Kardia Pumped Storage Project – 1<sup>st</sup> HSS Section: Environmental and Social Assessment and Management, which addresses social issues.

3. For the Ecological Baseline Study, it is necessary to conduct a field survey covering at least one full season, both during the wet and dry season for the following biological data of the PHS Pumped Storage Project area in the Ptolemaida Mines:

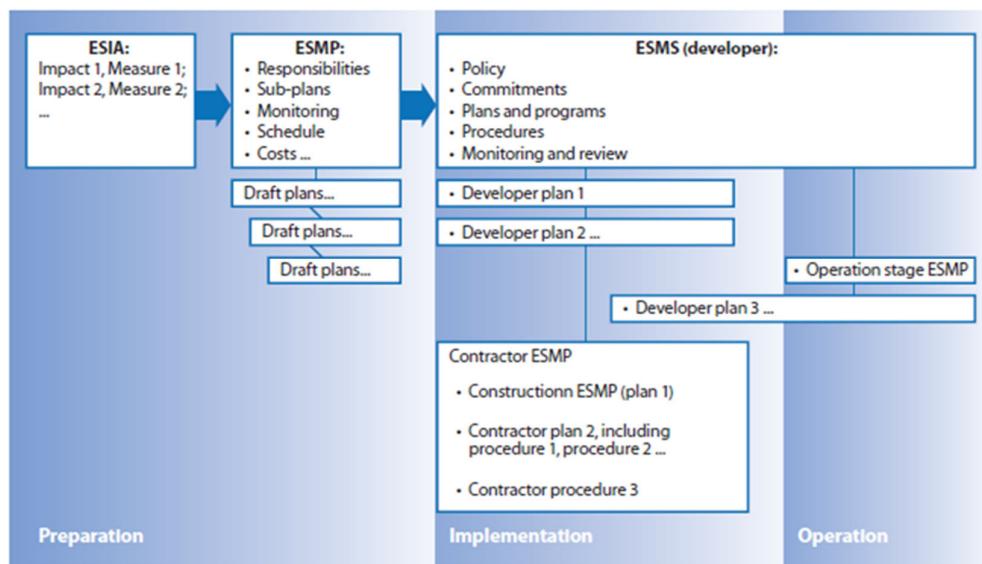
A/A	<b>Ecological baseline Study</b>
1.	<b><i>Aquatic biological environment</i></b>
1.1	Regional biogeography
1.2	Aquatic habitats in the affected reaches
1.3	Macrophytes
1.4	Macroinvertebrates
1.5	Fish species potentially occurring and confirmed in the affected reaches
1.6	IUCN Red-list status of aquatic species
1.7	Nationally listed status of aquatic species
1.8	Migratory species and timing of migration and spawning
1.9	Endemic species
1.10	Invasive species
1.11	Ecostatus and ecological integrity
2	<b><i>Terrestrial biological environment</i></b>
2.1	Regional biogeography
2.2	Riparian vegetation
2.3	Riparian fauna
2.4	Species potentially occurring and confirmed in the affected area
2.5	IUCN Red-list status of: (Flora, Birds, etc)
2.6	Migratory species and migration routes
3	<b><i>Protected areas</i></b>
3.1	Nationally protected areas
3.2	Internationally recognised areas

4	Critical Habitat Analysis
5	Ecosystem services

4. The Environmental and Social Impact Assessment (ESIA) should form the basis for the development of **Environmental and Social Management Plans (ESMPs)**, which specify the mitigation, monitoring, and compliance measures as proposed in the Study. The ESMPs should then be integrated into comprehensive Environmental and Social Management Systems (ESMS), which ensure the continuous implementation, evaluation, and improvement of management measures throughout the Project's lifetime, in accordance with international best practices and the requirements of financial institutions (IFC, EBRD).

**The integration of Environmental and Social Management Plans and Systems (ESMP and ESMS)** at each stage of project implementation is illustrated in the figure below (PHS Projects at the Ptolemaida mines: Preparation Stage), which is taken from page 58 of the document «*How-to Guide on Hydropower Environmental and Social Assessment and Management*» and illustrates the gradual integration of environmental and social parameters throughout the life cycle of projects.

Figure 4.6 Development of the ESIA into the ESMP and the ESMS



More specifically, for the development of the **Environmental and Social Management Plans (ESMP)**, the following should be identified for each individual plan:

- **Responsibilities:** Identify those responsible for implementing the Plan.
- **Sub Plans:** Detailed plans for each area of the Project (for example, plans for the management of environmental and social indicators, management of construction risks).
- **Monitoring:** Monitoring procedures to evaluate the implementation of the measures.
- **Schedule:** Schedule of actions and planned controls.
- **Costs:** Estimation of the costs for the implementation of programmes and measures.

The **Environmental and Social Management Plans (ESMP)** are presented on page 89 of the document "*How-to Guide on Hydropower Environmental and Social Assessment and Management*", which describes the basic components, structure and implementation requirements of the Plan. In addition, page 90 of the same guide provides an indicative

list of individual ESMP plans that are considered necessary for the proper environmental and social management of a hydropower/pumped storage project.

- Data on the PPC grievance mechanism, the PPC Code of Conduct, the benefit-sharing mechanism or plan, the Water Quality Monitoring Plan, the Dam Safety Plans, the Human Resources Management Plan, the Local Employment Plan, the Gender Action Plan, and the Occupational Health and Safety Plan will be delivered by PPC to the Consultant in order to be appropriately incorporated into the ESMP for the specific Project. In particular, with regard to the comprehensive analysis of Labour and Working Conditions issues, Section 4 – Strategies and Approaches (p. 40) of the How-to Guide on Labour and Working Conditions should be taken into account.

**The Management Plans** that will need to be implemented by the Consultant are presented below, along with the basic guidelines for the implementation of each of them. These plans constitute supplementary material to the Environmental and Social Management Plans (ESMPs), as well as an integral part of the Environmental and Social Impact Assessment (ESIA), constituting Chapter 9 of the Study.

5. **The Biodiversity Action Plan** aims to design and implement targeted measures to protect endangered species and critical habitats that may be affected by the Project. This Plan also incorporates offsetting measures, where necessary, and is implemented in collaboration with relevant nature conservation bodies.

The key tasks and activities to be implemented during the Preparation Stage are documented in detail on page 49 of the guide «*How-to Guide: Biodiversity and Invasive Species*» <https://www.hs-alliance.org/how-to-guides/biodiversity-and-invasive-species>

6. **Stakeholder Engagement and Mapping Plan:** For the proper implementation of the Plan, specific tools and methodologies must be applied to ensure the meaningful participation of stakeholders in all stages of the projects. Specifically, targeted surveys and questionnaires should be conducted to record the views, concerns, and expectations of different social groups. At the same time, it is necessary to map the communication of different groups, as described in detail on pages 50-51 of the document. «*How-to Guide on Communication and Consultation*» <https://www.hs-alliance.org/how-to-guides/communications-and-consultation>

A prerequisite for the preparation of the Stakeholder Engagement and Mapping Plan is a thorough understanding of the «*How-to Guide on Communication and Consultation*» (<https://www.hs-alliance.org/how-to-guides/communications-and-consultation>) and the application of the tools and methodologies described therein. In addition, the content of the Plan should cover the requirements of Section 10 (Communication & Consultation) of the Template- HSS Assessment Report for the Preparation Stage, both at the minimum and advanced requirements levels (attached word of the HSS Self-Assessment Report for the Preparation Stage of the Kardia Pumped Storage Project).

7. **The Community Development Plan should include:**

- Data from existing studies conducted by the Region of Western Macedonia. (In particular, the bibliography taken into account during the preparation of the Social Base Study).
- Assessments of the Project's impact on local communities.
- Social measures taken to address the impact, such as monitoring local employment and community involvement in pumped storage projects.
- Studies/research conducted through the Atlantis Program on the socioeconomic data of the Project area.

In addition, the preparation of the Community Development Plan requires the incorporation of both the principles of the guide «*How-to Guide: Hydropower Benefit Sharing*» (<https://www.hydropower.org/publications/hydropower-benefit-sharing-how-to-guide>) and the requirements of Section 4 (Community Impacts and Infrastructure Safety) of the HSS Assessment Report standard for the preparation stage, **fully covering the relevant minimum and advanced requirements relating to the category "Community impacts & Benefit Sharing"**).

8. **Environmental and Social Management Systems (ESMS)** are systematic and methodological approaches to managing environmental and social impacts, issues, or risks, and are increasingly recognized as a critical tool for effective management throughout the Project lifecycle. According to IFC Performance Standard 1, an effective ESMS is a dynamic and continuous process, supported by management, that involves the participation of the implementing agency, employees, directly affected communities, and, where appropriate, other stakeholders. This System should be tailored to the nature and scale of the Project and based on the "plan, do, check, act" methodology.

**The development of the Environmental and Social Management System (ESMS) will include:**

- **Policy:** The company's policy regarding environmental and social management.
- **Commitments:** Commitments to implement sustainable practices and reduce negative impacts.
- **Plans and Programmes:** Plans and programmes to be developed for the integration of environmental and social management objectives.
- **Procedures:** Procedures for the daily implementation of ESMS measures and objectives.
- **Monitoring and Review:** Continuous monitoring and review of the System to ensure its effectiveness.

The functional link between ESMS and individual Environmental and Social Management Plans (ESMPs) is further analysed on page 28 of the guide «*How-to Guide: Hydropower Environmental and Social Assessment and Management*» (<https://www.hsi-alliance.org/how-to-guides/environmental-and-social-assessment-and-management>)

## 9. Framework of the Contractor Management Plan

For the purposes of the Project, it is necessary to implement a comprehensive Contractor management framework, which will include the basic elements and procedures to be followed by the Contractor during the execution of the Project. This framework should cover the minimum requirements for Project deliverables management, compliance monitoring, occupational health and safety, and environmental and social obligations, in order to ensure that the Project is implemented in an organised manner and in accordance with the requirements.

## 10. Study for the modification of the Environmental Terms Approval Decision of the South Field Mine (MEE/DEPA/82403/5203/23.07.2025):

In addition to the ESIA to be prepared in accordance with the above for the two Pumped Storage Projects at the Ptolemaida Mines (PHS Kardia Mines and PHS South Field Mines), the Service Provision also includes the preparation of the required **Study for the modification of the Environmental Terms Approval Decision of the PHS South Field Mine (MEE/DEPA/82403/5203/23.07.2025)**.

The Study must be elaborated according to the provision of Law 4014/2011 and Ministerial Decision 170225/2014, as modified and in force, and should include the following:

- **Environmental Impact Assessment (EIA) Study for the Modification of the Approved Environmental Terms (ETAD) (in Greek).**
- Study investigating the necessity of subscribing to Article 4.7 on exemptions of Directive 2000/60/EC.
- **Environmental Maps** (Orientation-Study Area Map, Land Uses Map, Map of Approved Forest Areas, Comparative Map of Environmentally Licensed and Updated Planning, Geological Map, Hydrographic-Vegetation Map, Impact Map-Monitoring Program).
- **Preliminary design** technical studies of the flood protection work (**preliminary flood protection study**), including **Hydrological and Hydraulic Studies and hydraulic calculations, General Layout Plan of Works, Longitudinal Section Plan and Typical Section Plan**.

**Request For Quotation No. NGAPD-2028**

**Scope: "Environmental and Social Impact Assessment (ESIA) for the Pumped Hydropower Storage (PHS) Projects at the Ptolemaida Mines (Kardia Mine PHS and South Field Mine PHS)"**

**ANNEX 3**

**FINANCIAL OFFER SUBMISSION FORMS**

## CONTENTS

- 3.a TOTAL OFFERED PRICE SUBMISSION FORM
- 3.b TOTAL OFFERED PRICE BREAKDOWN SUBMISSION FORMS
- 3.c PRICE DISTRIBUTION TABLE  
*(to be used and submitted only in cases of Candidates being Associations / Partnerships)*

**ANNEX 3.a**  
**TOTAL OFFERED PRICE SUBMISSION FORM**

Public Power Corporation

New Generation Activities  
Procurement Department



RFQ No. NGAPD-2028

**ANNEX 3.a.**

**Total Offered Price**

**Scope: "Environmental and Social Impact Assessment (ESIA) for the Pumped Hydropower Storage (PHS) Projects at the Ptolemaida Mines (Kardia Mine PHS and South Field Mine PHS)"**

S/N	Works / Service Description	Unit	Total Offered Price in numerical form (€)	Total Offered Price in written form (€)
1	Environmental and Social Impact Assessment (ESIA) for the Pumped Hydropower Storage (PHS) Projects at the Ptolemaida Mines (Kardia Mine PHS and South Field Mine PHS)	Lump Sum		

\*The Total Offered Price includes all traveling, accommodation and other project-related expenses

**FOR THE CANDIDATE**

NOTE: All amounts must be stated both numerically and in words in the appropriate places. In case of discrepancies between them, the written amounts will prevail.

**ANNEX 3.b**  
**TOTAL OFFERED PRICE BREAKDOWN SUBMISSION FORMS**

Public Power Corporation

New Generation Activities  
Procurement Department



RFQ No.  
NGAPD-2028

**ANNEX 3.b.**

**Total Offered Price Breakdown**

**Scope: "Environmental and Social Impact Assessment (ESIA) for the Pumped Hydropower Storage (PHS) Projects at the Ptolemaida Mines (Kardia Mine PHS and South Field Mine PHS)"**

S/N	Work / Service Description	Unit	Quantity	Unit Price (€)	Offered Price (€)
1	Environmental & Social Impact Assessment Study (ESIA)	Lump Sum	100,00%		
2	Social Baseline Study	Lump Sum	100,00%		
3	Ecological Baseline Study	Lump Sum	100,00%		
4	Environmental and Social Management Plans (ESMPs)	Lump Sum	100,00%		
5	Biodiversity Action Plan	Lump Sum	100,00%		
6	Stakeholder Engagement and Mapping Plan	Lump Sum	100,00%		
7	Community Development Plan	Lump Sum	100,00%		
8	Environmental and Social Management System (ESMS)	Lump Sum	100,00%		
9	Framework of the Contractor Management Plan	Lump Sum	100,00%		
10	Study for the Modification of the Environmental Terms Approval Decision of the South Field Mine (MEE/DEPA/82403/5203/23.07.2025)	Lump Sum	100,00%		
<b>Total Offered Price in numerical form (in €):</b>					
<b>Total Offered Price in written form (in €):</b>					

\*The offered unit prices and the Total Offered Price include all traveling, accommodation and other project-related expenses

\*\* If the Total Offered Price differs from the one derived from the individual unit prices / offered prices, the Total Offered Price will be corrected accordingly.

\*\*\* The Total Offered Price calculated - analysed herein must be exactly the same as the one provided in Annex 3.a.

\*\*\*\* Any supporting Service required for the proper performance of the Services, even if not expressly mentioned in this Annex but defined as part of the Scope of Services under the RFQ, shall be deemed included in the Total Offered Price

**FOR THE CANDIDATE**

ANNEX 3.c  
PRICE DISTRIBUTION TABLE

Public Power Corporation

New Generation Activities  
Procurement Department



RFQ No. NGAPD-2028

**ANNEX 3.c**

**Price Distribution Table**

**Scope: "Environmental and Social Impact Assessment (ESIA) for the Pumped Hydropower Storage (PHS) Projects at the Ptolemaida Mines (Kardia Mine PHS and South Field Mine PHS)"**

*to be used and submitted only in cases of Candidates being Associations / Partnerships*

S/N	Members of Association of Economic Operators	Participation Percentage (%)	Total Offered Price (as per Annex 3.a)	Distribution per Member (€)
1	<b>Leader:</b> --- Company Name ---			
2	--- Company Name ---			
3	--- Company Name ---			
4	--- Company Name ---			

*\* The table may be amended, according to the proposed form of Association, upon agreement with the Company.*

**FOR THE CANDIDATE**

**Request For Quotation No. NGAPD-2028**

**Scope: "Environmental and Social Impact Assessment (ESIA) for the Pumped Hydropower Storage (PHS) Projects at the Ptolemaida Mines (Kardia Mine PHS and South Field Mine PHS)"**

**ANNEX 4**

**CANDIDATE'S DECLARATION FORM**

*The Declaration included herein must be duly completed and submitted by all Candidates, strictly without any additions, comments, conditions or terms, under penalty of rejection.*

## CANDIDATE DECLARATION

*(to be included in Folder A)*

I, [Your Full Legal Name], the undersigned, acting as the authorized representative of [Candidate Name], hereby declare our intention to participate in the **Request for Quotation (RFQ) No. NGAPD-2028**, issued and organized by PPC S.A., for the Scope:

**"Environmental and Social Impact Assessment (ESIA) for the Pumped Hydropower Storage (PHS) Projects at the Ptolemaida Mines (Kardia Mine PHS and South Field Mine PHS)"**

This declaration and the information and statements provided herein are submitted in full acknowledgment of the terms and requirements set forth in the respective RFQ.

### 1. Candidate Information:

- Name: [Candidate's/legal person Name]
- Registered Address: [Company Address]
- Legal Representative Name:
- Company Identification/Registered Number:
- Contact Information: [Company Phone Number, Email Address]
- Legal Entity: [e.g., Group of Companies]

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

2. We hereby declare our acceptance of the terms and conditions and we affirm our compliance with all the specifications, requirements, and terms outlined in the above mentioned RFQ.

3. We declare that, up to and including the date of submission of our Proposal, we do not fall under any of the grounds for exclusion from participation in this RFQ, as detailed in Article 4 (4) of the RWSS/PPC, and summarized as follows:

- I. Participation in a criminal organisation, as defined in ar. 2 of the Council Framework Decision 2008/841/JHA of 24 October 2008 on the fight against organised crime.
- II. Corruption – bribery, as per article 3 of "Anti-corruption Act" and article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union and Article 2(1) of Council Framework Decision 2003/568/JHA.
- III. Fraud within the meaning of Articles 386 and 386A of the Criminal Code or Article 1 of the Convention on the protection of the European Communities' financial interests.
- IV. Terrorist offences or offences linked to terrorist activities as defined in the Directive (EU) 2017/541 of the European Parliament and of the Council of 15 March 2017 on combating terrorism and replacing Council Framework Decision 2002/475/JHA and amending Council Decision 2005/671/JHA or moral or accessory liability or attempted commission of crime.
- V. Money laundering or financing of terrorism as defined in article 1 of the EU Directive (EU) 2015/849 of the European Parliament and of the Council of 20 May 2015 on the prevention of the use of the financial system for the purposes of money laundering or terrorist financing.

- VI. Child labour and other forms of human trafficking, according to article 2 of the EU Directive 2011/36/EU.
- VII. Severe or continuous non-compliance with environmental, social security and labour legislation.
- VIII. Bankruptcy, subjection to restructuring procedure, special liquidation, administrative receivership or composition procedure or suspension of business activities or any other similar situation.

4. There is no conflict of interest, in accordance with the provisions of [Conflict of Interest Policy](#) posted on the company website, which we have read, understood, and agree to comply with.

5. The Candidate has read, understood, and agrees to comply with the principles of [Suppliers / Partners Code of Conduct](#), as published on the company website.

6. In the event of a late change to any detail of our application, regarding the conditions for the absence of exclusion grounds, throughout the term of validity of the Proposal, the Candidate undertakes to notify PPC immediately of the change in question, otherwise PPC may exclude him from the Tender Procedure.

7. Our Proposal shall remain valid for the entire duration of the validity period specified in Article 7.4 of the aforementioned RFQ. During this validity period, prospective Candidates shall not be permitted to withdraw, modify, or supplement their submitted Proposal in any manner.

Date: .....

The Declarant

(Full name - capacity - signature)

**Request For Quotation No. NGAPD-2028**

**Scope: "Provision of Environmental and Social Impact Assessment (ESIA) Services for the Pumped Hydropower Storage (PHS) Projects at the Ptolemaida Mines, including Kardia Mine and South Field Mine"**

**ANNEX 5**

**LETTERS OF GUARANTEE TEMPLATES**

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## A.1 BID BOND TEMPLATE IN ENGLISH

*(for use when the issuing bank is non-Greek)*

TO:  
PUBLIC POWER CORPORATION  
30 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 Quotation (RFQ) No (4)..... to be held on (5) ..... for ..... according to the terms and specifications of your Request for Quotation 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 RFQ 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 and in any event within five (5) days of your written notice, 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 Bidder and PPC. The undersigned shall not be entitled against PPC 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.

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 Participation Letter of Guarantee 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 PPC'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, PPC 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 Participation Letter of Guarantee is or becomes illegal, invalid, or otherwise unenforceable in any respect, the legality, validity, or enforceability of the remaining provisions of this Participation Letter of 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 RFQ to be inserted
- (5) Closing date for the submission of the Bids is to be inserted here

## A.2 BID BOND TEMPLATE IN GREEK

*(for use when the issuing bank is Greek)*

Ημερομηνία:

Προς  
τη ΔΗΜΟΣΙΑ ΕΠΙΧΕΙΡΗΣΗ ΗΛΕΚΤΡΙΣΜΟΥ Α.Ε.  
Χαλκοκονδύλη 30, 104 32 ΑΘΗΝΑ

Σας γνωρίζουμε ότι εγγυόμαστε ανέκκλητα και ανεπιφύλακτα έναντί σας υπέρ του Προσφέροντά σας:

.....1.....

παραιτούμενοι ρητά ανέκκλητα και ανεπιφύλακτα από την ένσταση της διζήσεως και διαιρέσεως, καθώς και από τις μη προσωποπαγές ενστάσεις του πρωτοφειλέτη, ευθυνόμενοι σε ολόκληρο και ως αυτοφειλέτες και μέχρι του ποσού των .....<sup>2</sup>....., για τη συμμετοχή του παραπάνω Προσφέροντα στη διενεργούμενη Διαδικασία Επιλογής με αντικείμενο.....Πρόσκληση σας και των συμπληρωμάτων αυτής, αντίγραφο των οποίων μας παραδόθηκε, βεβαιώνεται δε με την παρούσα η λήψη τούτου.

Σε κάθε περίπτωση κατά την οποία, σύμφωνα με την εγγύηση, θα κρίνατε ότι ο παραπάνω Προσφέρων παρέβη οποιαδήποτε υποχρέωσή του από εκείνες τις οποίες ανέλαβε με τη συμμετοχή του στη Διαδικασία Επιλογής, αναλαμβάνουμε την υποχρέωση με την παρούσα να σας καταβάλουμε αμελλητί και σε κάθε περίπτωση εντός πέντε (5) ημερών από την έγγραφη ειδοποίησή σας, χωρίς καμιά από μέρους μας αντίρρηση, αμφισβήτηση ή ένσταση και χωρίς να ερευνηθεί το βάσιμο ή μη της απαίτησής σας, το ποσό της εγγύησης στο σύνολό του ή μέρος του, σύμφωνα με τις οδηγίες σας και αμέσως μετά το σχετικό αίτημά σας, χωρίς να απαιτείται για την παραπάνω πληρωμή οποιαδήποτε εξουσιοδότηση, ενέργεια ή συγκατάθεση του Προσφέροντα και χωρίς να ληφθεί υπόψη οποιαδήποτε τυχόν σχετική αντίρρησή του, ένσταση, επιφύλαξη ή προσφυγή του στα Δικαστήρια ή τη Διαιτησία, με αίτημα τη μη κατάπτωση της παρούσας ή τη θέση της υπό δικαστική μεσεγγύηση.

Η εγγύηση αυτή αφορά αποκλειστικά και μόνο τις υποχρεώσεις του εν λόγω Προσφέροντα, που απορρέουν από τη συμμετοχή του στην παραπάνω Διαδικασία Επιλογής μέχρι και της υπογραφής της σχετικής σύμβασης, σε περίπτωση κατακύρωσης σε αυτόν και της παράδοσης από αυτόν σε σας Εγγυητικής Επιστολής Καλής Εκτέλεσης, σύμφωνα με τις οδηγίες σας, σε καμία όμως περίπτωση η εγγύηση αυτή δεν θα αφορά τις υποχρεώσεις που απορρέουν από την εκτέλεση της σύμβασης αυτής.

Δηλώνουμε περαιτέρω ότι η παρούσα εγγυητική επιστολή παραμένει σε πλήρη και αδιαμφισβήτητη ισχύ έως την πλήρη και ολοσχερή εκπλήρωση όλων των υποχρεώσεων του Προσφέροντος, οι οποίες απορρέουν από τη συμμετοχή του στην ανωτέρω Διαδικασία Επιλογής, καθώς και έως την επιστροφή της παρούσας σε εμάς, συνοδευόμενη από έγγραφη δήλωσή σας περί απαλλαγής μας από κάθε σχετική υποχρέωση.

Τα δικαιώματα και οι υποχρεώσεις που απορρέουν από την παρούσα Εγγυητική Επιστολή Συμμετοχής είναι άνευ όρων και ανέκκλητα και δεν δύνανται να εκχωρηθούν ή να μεταβιβασθούν.

---

## ΟΔΗΓΙΕΣ

<sup>1</sup> Ανάλογα με τη μορφή του προσφέροντα αναγράφεται από τον εκδότη της εγγυητικής επιστολής μια από τις παρακάτω επιλογές:

- Σε περίπτωση φυσικού προσώπου: ..... (ονοματεπώνυμο, πατρώνυμο) ....., ..... (ΑΦΜ) ....., ..... (δ/νση) ..... ή
- Σε περίπτωση νομικού προσώπου: ..... (επωνυμία) ....., ..... (ΑΦΜ) ....., ..... (δ/νση έδρας) ..... ή
- Σε περίπτωση Σύμπραξης/Ενωσης: των φυσικών ή νομικών προσώπων  
α) ..... (επωνυμία) ....., ..... (ΑΦΜ) ....., ..... (δ/νση κατοικίας ή έδρας) .....  
β) ..... (επωνυμία) ....., ..... (ΑΦΜ) ....., ..... (δ/νση κατοικίας ή έδρας) .....  
..... Κ.Ο.Κ. ....  
που ενεργούν εν προκειμένω ως Σύμπραξη/Ενωση και ευθύνονται εις ολόκληρον το κάθε μέλος έναντι της ΔΕΗ

<sup>2</sup> Αναγράφεται σε ευρώ το ποσό ολογράφως και αριθμητικώς

## B.1 LETTER OF GUARANTEE TEMPLATE IN ENGLISH

*(for use when the issuing bank is non-Greek)*

*NOTE: This Letter of Guarantee Template is intended as a sample for both Advance Payment Guarantees and Good Performance Guarantees. The applicable Letter of Guarantee type must be clearly stated in each case, and the wording may be adapted as needed to align with the specific terms of the Agreement and the relevant contractual requirements (per PPC's instructions and / or agreement).*

Date:

Reference:

Contract no:

To :

Beneficiary :

1. We are informed that [..... consultant .....], having its seat or domiciled at [..... address .....] has entered into contract No [..... contract No ....] with you, for the ..... under the terms of which a Letter of Guarantee of .... (...) percent of the estimated total contract value is required, in the sum of Euros XX,000,000.00 (say, ..... Euros) for the [.....good performance of the contract .... / .... advance payment to be made at the same amount .....]. 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 Euros XX,000,000.00. Payment shall be effected upon 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 supplier 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 Consultant 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 Consultant 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 Consultant.
7. The rights and obligations of the undersigned under this 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 Letter of Guarantee shall be governed by Greek Law and the undersigned, the Company and the Consultant hereby irrevocably submit to the exclusive jurisdiction of the courts of Athens, Greece.
10. The issuing of this 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 Letter of Guarantee is or becomes illegal, invalid, or otherwise unenforceable in any respect, the legality, validity, or enforceability of the remaining provisions of this Letter of Guarantee shall not in any way be effected or impaired as a result.

Yours faithfully,

Signature      counter signature

## B.2 GOOD PERFORMANCE LETTER OF GUARANTEE TEMPLATE IN GREEK

(for use when the issuing bank is Greek)

### ΕΓΓΥΗΤΙΚΗ ΕΠΙΣΤΟΛΗ ΚΑΛΗΣ ΕΚΤΕΛΕΣΗΣ

Ημερομηνία:

Προς  
τη ΔΗΜΟΣΙΑ ΕΠΙΧΕΙΡΗΣΗ ΗΛΕΚΤΡΙΣΜΟΥ Α.Ε.  
Χαλκοκονδύλη 30, 104 32 ΑΘΗΝΑ

Σας γνωρίζουμε ότι εγγυόμαστε ανέκκλητα και ανεπιφύλακτα έναντι σας υπέρ του Αντισυμβαλλόμενου σας:

.....<sup>1</sup>.....

παραπομπένες ρητά ανέκκλητα και ανεπιφύλακτα από την ένσταση της διζήσεως και διαιρέσεως, καθώς και από τις μη προσωποπαγείς αντιρρήσεις του πρωτοφειλέτη ευθυνόμενοι σε ολόκληρο και ως αυτοφειλέτες και μέχρι του ποσού των .....<sup>2</sup>....., για την ακριβή, πιστή και εμπρόθεσμη εκπλήρωση όλων των υποχρεώσεων του Αντισυμβαλλόμενου της υπ' αριθ. .....<sup>3</sup>..... Σύμβασης και των τυχόν συμπληρωμάτων της και σε απόλυτη συμμόρφωση προς τους όρους της. Αντίγραφο αυτής μας παραδόθηκε, βεβαιώνεται δε με την παρούσα η λήψη του. Το αντικείμενο της Σύμβασης είναι .....<sup>4</sup>..... με συμβατικό προϋπολογισμό .....

Σε κάθε περίπτωση κατά την οποία, σύμφωνα με την εγγύηση, θα κρίνατε ότι ο παραπάνω Αντισυμβαλλόμενος παρέβη οποιαδήποτε υποχρέωσή του από εκείνες τις οποίες ανέλαβε με τη παραπάνω Σύμβαση, αναλαμβάνουμε την υποχρέωση με την παρούσα να σας καταβάλουμε αμελλητί και σε κάθε περίπτωση εντός πέντε (5) ημερών από την έγγραφη ειδοποίησή σας, χωρίς καμιά από μέρους μας αντίρρηση, αμφισβήτηση ή ένσταση και χωρίς να ερευνηθεί το βάσιμο ή μη της απαίτησή σας, το ποσό της εγγύησης στο σύνολό του ή μέρος του, σύμφωνα με τις οδηγίες σας και αμέσως μετά το σχετικό αίτημά σας, χωρίς να απαιτείται για την παραπάνω πληρωμή οποιαδήποτε εξουσιοδότηση, ενέργεια ή συγκατάθεση του Αντισυμβαλλόμενου και χωρίς να ληφθεί υπόψη οποιαδήποτε τυχόν σχετική αντίρρησή του, ένσταση, επιφύλαξη ή προσφυγή του στα Δικαστήρια ή τη Διαιτησία, με αίτημα τη μη κατάπτωση της παρούσας ή τη θέση της υπό δικαστική μεσεγγύηση.

Τέλος, σας δηλώνουμε ότι η εγγύησή μας θα εξακολουθεί να ισχύει μέχρι την εκπλήρωση από τον Αντισυμβαλλόμενο όλων των υποχρεώσεων, τις οποίες έχει αναλάβει με την αντίστοιχη Σύμβαση και τα τυχόν συμπληρώματά της, αλλά όχι αργότερα από .....<sup>3</sup>..... μήνες από την ημερομηνία θέσης σε ισχύ της Σύμβασης. Η ισχύς της παρούσας εγγυητικής θα παραταθεί πέραν της προαναφερθείσας προθεσμίας χωρίς καμιά αντίρρηση εκ μέρους μας, μετά από γραπτή απαίτησή σας που θα υποβληθεί πριν από την ημερομηνία λήξης ισχύος της παρούσας εγγυητικής.

Με τη λήξη της περιόδου εγγύησης ή της παράτασης που ζητήθηκε από τη ΔΕΗ, η παρούσα εγγυητική θα επιστραφεί σε εμάς μαζί με έγγραφη δήλωσή σας, η οποία θα μας απαλλάσσει από την εγγυοδοσία μας.

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## ΟΔΗΓΙΕΣ

<sup>1</sup> Ανάλογα με τη μορφή του Αντισυμβαλλόμενου αναγράφεται από τον εκδότη της εγγυητικής επιστολής μια από τις παρακάτω επιλογές:

- Σε περίπτωση φυσικού προσώπου: ..... (ονοματεπώνυμο, πατρώνυμο) ....., ..... (ΑΦΜ) ....., ..... (δ/νση) ..... ή
- Σε περίπτωση νομικού προσώπου: ..... (επωνυμία) ....., ..... (ΑΦΜ) ....., ..... (δ/νση έδρας) ..... ή
- Σε περίπτωση Σύμπραξης/Ενωσης: των φυσικών ή νομικών προσώπων

α) ..... (επωνυμία) ....., ..... (ΑΦΜ) ....., ..... (δ/νση κατοικίας ή έδρας) .....

β) ..... (επωνυμία) ....., ..... (ΑΦΜ) ....., ..... (δ/νση κατοικίας ή έδρας) .....

..... Κ.Ο.Κ. ....

που ενεργούν εν προκειμένω ως Σύμπραξη/Ενωση και ευθύνονται εις ολόκληρον το κάθε μέλος έναντι της ΔΕΗ

<sup>2</sup> Αναγράφεται σε ευρώ το ποσό ολογράφως και αριθμητικώς

<sup>3</sup> Συμπληρώνεται από τη Διεύθυνση της ΔΕΗ που διενεργεί τη διαδικασία ο κατάλληλος αριθμός μηνών συνεκτιμώντας το χρονοδιάγραμμα ολοκλήρωσης της σύμβασης πλέον ενός περιθωρίου από τυχόν καθυστερήσεις (π.χ. σε έργο με χρονικό ορίζοντα οριστικής παραλαβής τους δεκαοχτώ (18) μήνες μπορεί η μέγιστη ισχύς της εγγυητικής να ορίζεται σε είκοσι δύο (22) μήνες)

### B.3 ADVANCE PAYMENT LETTER OF GUARANTEE TEMPLATE IN GREEK

(for use when the issuing bank is Greek)

#### ΕΓΓΥΗΤΙΚΗ ΕΠΙΣΤΟΛΗ ΠΡΟΚΑΤΑΒΟΛΗΣ

Ημερομηνία:

Προς  
τη ΔΗΜΟΣΙΑ ΕΠΙΧΕΙΡΗΣΗ ΗΛΕΚΤΡΙΣΜΟΥ Α.Ε.  
Χαλκοκονδύλη 30, 104 32 ΑΘΗΝΑ

Σας γνωρίζουμε ότι εγγυόμαστε ανέκκλητα και ανεπιφύλακτα έναντι σας υπέρ του Αντισυμβαλλόμενου σας:

.....<sup>1</sup>.....

παραιτούμενοι ρητά ανέκκλητα και ανεπιφύλακτα από την ένσταση της διζήσεως και διαιρέσεως, καθώς και από τις μη προσωποπαγείς αντιρρήσεις του πρωτοφειλέτη ευθυνόμενοι σε ολόκληρο και ως αυτοφειλέτες και μέχρι του ποσού των .....<sup>2</sup>....., που αντιπροσωπεύει την προκαταβολή που θα δοθεί από εσάς στον Αντισυμβαλλόμενο της υπ' αριθ. ..... Σύμβασης. Αντίγραφο αυτής μας παραδόθηκε, βεβαιώνεται δε με την παρούσα η λήψη του. Το αντικείμενο της Σύμβασης είναι ..... με συμβατικό προϋπολογισμό .....

Σε κάθε περίπτωση κατά την οποία, σύμφωνα με την εγγύηση, θα κρίνατε ότι ο παραπάνω Αντισυμβαλλόμενος παρέβη οποιαδήποτε υποχρέωσή του από εκείνες τις οποίες ανέλαβε με την παραπάνω Σύμβαση, αναλαμβάνουμε την υποχρέωση με την παρούσα να σας καταβάλουμε αμελλητί και χωρίς καμιά αντίρρηση το ποσό της εγγύησης στο σύνολό του ή μέρος του, πλέον τόκου επ' αυτού υπολογισμένου με επιτόκιο EURIBOR έξι (6) μηνών που ίσχυε δύο εργάσμιες ημέρες πριν από την ημερομηνία υποβολής των Προσφορών, δηλαδή την .....<sup>3</sup>....., ανανεούμενο ανά εξάμηνο, πλέον περιθωρίου τριών (3) ποσοστιαίων μονάδων, σύμφωνα με τις οδηγίες σας και εντός πέντε (5) ημερών μετά από σχετικό αίτημά σας, χωρίς να απαιτείται για την παραπάνω πληρωμή οποιαδήποτε εξουσιοδότηση, ενέργεια ή συγκατάθεση του Αντισυμβαλλόμενου και χωρίς να ληφθεί υπόψη οποιαδήποτε τυχόν σχετική αντίρρησή του, ένσταση, επιφύλαξη ή προσφυγή του στα Δικαστήρια ή τη Διαιτησία, με αίτημα τη μη κατάπτωση της παρούσας ή τη θέση της υπό δικαστική μεσεγγύηση.

Τέλος, σας δηλώνουμε ότι η εγγύησή μας θα εξακολουθεί να ισχύει μέχρι την εκπλήρωση από τον Αντισυμβαλλόμενο όλων των υποχρεώσεων, τις οποίες έχει αναλάβει με την αντίστοιχη Σύμβαση και τα τυχόν συμπληρώματά της, αλλά όχι αργότερα από .....<sup>3</sup>..... μήνες από την ημερομηνία θέσης σε ισχύ της Σύμβασης. Η ισχύς της παρούσας εγγυητικής θα παραταθεί πέραν της προαναφερθείσας προθεσμίας χωρίς καμία αντίρρηση εκ μέρους μας, μετά από γραπτή απαίτησή σας που θα υποβληθεί πριν από την ημερομηνία λήξης ισχύος της παρούσας εγγυητικής.

Με τη λήξη της περιόδου εγγύησης ή της παράτασης που ζητήθηκε από τη ΔΕΗ, η παρούσα εγγυητική θα επιστραφεί σε εμάς μαζί με έγγραφη δήλωσή σας, η οποία θα μας απαλλάσσει από την εγγυοδοσία μας.

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## ΟΔΗΓΙΕΣ

<sup>1</sup> Ανάλογα με τη μορφή του Αντισυμβαλλόμενου αναγράφεται από τον εκδότη της εγγυητικής επιστολής μια από τις παρακάτω επιλογές:

- Σε περίπτωση φυσικού προσώπου: ..... (ονοματεπώνυμο, πατρώνυμο) ....., ..... (ΑΦΜ) ....., ..... (δ/νση) ..... ή
- Σε περίπτωση νομικού προσώπου: ..... (επωνυμία) ....., ..... (ΑΦΜ) ....., ..... (δ/νση έδρας) ..... ή
- Σε περίπτωση Σύμπραξης/Ενωσης: των φυσικών ή νομικών προσώπων

α) ..... (επωνυμία) ....., ..... (ΑΦΜ) ....., ..... (δ/νση κατοικίας ή έδρας) .....

β) ..... (επωνυμία) ....., ..... (ΑΦΜ) ....., ..... (δ/νση κατοικίας ή έδρας) .....

..... Κ.Ο.Κ. ....

που ενεργούν εν προκειμένω ως Σύμπραξη/Ενωση και ευθύνονται εις ολόκληρον το κάθε μέλος έναντι της ΔΕΗ

<sup>2</sup> Αναγράφεται σε ευρώ το ποσό ολογράφως και αριθμητικώς

<sup>3</sup> Συμπληρώνεται από τη Διεύθυνση της ΔΕΗ που διενεργεί τη διαδικασία επιλογής ο κατάλληλος αριθμός μηνών συνεκτιμώντας το χρονοδιάγραμμα ολοκλήρωσης των πληρωμών της Σύμβασης πλέον ενός περιθωρίου από τυχόν καθυστερήσεις (π.χ. σε έργο με χρονικό ορίζοντα ολοκλήρωσης των πληρωμών ή προσωρινής παραλαβής του τους οχτώ (8) μήνες μπορεί η μέγιστη ισχύς της εγγυητικής να ορίζεται σε δέκα (10) μήνες)

**Request For Quotation No. NGAPD-2028**

**Scope: "Provision of Environmental and Social Impact Assessment (ESIA) Services for the Pumped Hydropower Storage (PHS) Projects at the Ptolemaida Mines, including Kardia Mine and South Field Mine"**

**ANNEX 6**

**JOINT RESPONSIBILITY DECLARATION FORM**

## JOINT RESPONSIBILITY DECLARATION

### In the case of a Partnership / Association of natural and/or legal persons

We, the undersigned members .....<sup>i</sup>..... for the RFQ under No. ..... and Scope .....<sup>ii</sup>.....

1. .....
2. .....
3. .....

declare that, within the framework of the submission of our Proposal in the above procedure and, in the event of award of the Contract to us, we shall be fully and unconditionally liable towards PPC, jointly and severally, for the due, full and proper performance of all obligations arising from our Bid and the Contract.

Date: .....

The Declarants

(Full name - capacity - signature)

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#### INSTRUCTIONS

- <sup>i</sup> Depending on the form of the Bidder, e.g. "Partnership" or "Association" or "Joint Venture" shall be indicated
- <sup>ii</sup> Indicate the object of the procedure