

Procurement

New Generation Activities
Procurement Department

Request for Quotation: NGAPD-2022

Scope: "Consultant services for the modification of 2x353MVA decommissioned generators into synchronous condensers including the addition of a flywheel at each unit at the Kardias Decommissioned Lignite Power Plant, Western Macedonia, Greece"

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

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

- the Regulations for Works, Supplies and Services of PPC S.A. (RWSS/PPC, Board Decision No 4/09.02.2022) published on the official website of PPC at:
https://eprocurement.dei.gr/images/kepy_dei_ae_en.pdf
- the present Request for Quotation **NGAPD-2022**

hereby invites interested Bidders to submit a quotation for the Request for Quotation (RFQ)NGAPD-2022 pertaining to **"Consultant services for the modification of 2x353MVA decommissioned generators to synchronous condensers including the addition of a flywheel at each unit at the Kardia Decommissioned Lignite Power Plant, Western Macedonia, Greece"**

This RFQ does not constitute a binding commitment on the part of PPC to proceed with the engagement of the Successful Bidder.

PPC reserves the sole right to suspend, defer, modify, or transfer this process at any time and without prior notice, as well as to terminate any discussions or negotiations, at any stage of the proceedings, without incurring any liability towards any Bidder or other party. PPC, its advisors, its staff and any of its affiliates bear no responsibility and assume no obligation in respect of any errors or omissions contained in this RFQ. No Bidder shall acquire any right or be entitled to claim any compensation from PPC, its advisors, its staff or any of its affiliates arising from this RFQ or its participation in this procedure.

Glossary

Bidding Procedure or RFQ: The present open bidding procedure, consisting of a selection process in one (1) phase.

System: the PPC Electronic Procurement System, to be used for the submission of Bidders' Proposals and all related communications, through the "tenderONE" platform operated by "cosmoONE" company.

Bidder(s): economic operator(s) or association(s) of economic operators that will participate in the present Bidding Procedure.

Successful Bidder: the Bidder selected upon completion of the Bidding Procedure.

Consultant: the Successful Bidder of this Bidding Procedure, upon execution of the respective Contract with the Company.

Contract or Agreement or Contract Agreement: the contract to be entered into between the Company and the Successful Bidder, comprising the General and the Particular Conditions based on FIDIC White Book- Client/Consultant MODEL SERVICES AGREEMENT -5th Edition 2017.

Contract Award: the formal decision by the Company to accept the Successful Bidder's Proposal and proceed with the execution of a binding Agreement for the provision of the Services, in accordance with the terms set out in this RFQ.

Contract Award Criterion: the most economically advantageous, technically compliant Bid, based on price.

Request for Quotation NGAPD-2022: "Consultant services for the modification of 2x353MVA decommissioned generators into synchronous condensers including the addition of a flywheel at each unit at the Kardia Decommissioned Lignite Power Plant, Western Macedonia, Greece"

Committee: PPC's competent committee, responsible for opening and evaluating the Bids, issuing decisions, and evaluating any changes in the composition of a Bidder.

Bid or Proposal: the proposal for the conclusion of the Contract with the Company, under the terms specified in the relevant Request for Quotation, which shall be electronically submitted together with the required declaration(s) and all required documents.

Scope of Services or Services: the services to be provided by the Consultant in accordance with the Services Agreement, as described in Article 3 herein.

Project: the under evaluation future modification of 2X353MVA decommissioned generators into synchronous condensers with the addition of flywheels (one for each unit) for which the Services are to be provided, as described in Article 3 herein.

Financial Offer: the total lump-sum fee offered by Bidders for the Services of all Phases, including optional Phase D.

Tender: the ongoing competitive dialogue tender for the selection of synchronous condenser OEMs that will perform the conversion.

Prefeasibility Study: the study performed by SEINGIM GLOBAL SERVICE S.r.l. which included, preliminary evaluation of the existing infrastructure, preliminary verification of the project feasibility, concept design, project outline definition and development of preliminary technical specification.

TSO: the Greek Transmission System Operator, namely the Independent Power Transmission Operator (IPTO or ADMIE), www.admie.gr/en.

Article 1 (Bidding Documents)

The present Request for Quotation consists of this main document (RFQ NGAPD-2022), including the following ANNEXES:

- I. ANNEX 1 - Draft Contract Agreement
Since the Draft Contract Agreement is based on the FIDIC Client/Consultant Model Services Agreement - 2017 Edition (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
 - 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 in 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 - Financial Offer Submission Forms
- III. ANNEX 3 - Declaration Forms
- IV. ANNEX 4 - Letter of Guarantee Template

Article 2 (Information for Bidders)

2.1 Competent PPC Division Responsible for the Bidding Procedure - How, Where and When to submit the Quotation.

- a. The competent PPC division for this 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. Nikolaos Mathioulakis, Ms. Lydia Tsiaousi and Ms. Despoina Veneri via email at N.Mathioulakis@ppcgroup.com, L.Tsiaousi@ppcgroup.com and D.Veneri@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 or 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 Bidding 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 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 applications and/or Proposal submissions. 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 website at: <https://eprocurement.dei.gr>, under the section titled "Electronic Submission."

Bidders 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.

Bidders established outside 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 electronically by the Bidders, with the submission period commencing on the date of publication of the present RFQ on the "tenderONE" platform

and closing on the 1st of June 2026 at 15.00 (Greek time). After the expiry of the above closing date and time, the submission of Bids is not possible.

- c. The documents of the Bidding Procedure (Bidding 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 applicants 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 Bidders

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. The relevant deadlines begin on the day following the day of notification or submission and expire when the entire last day has elapsed (in case of a Greek public holiday, the deadline expires after the entire next working day has elapsed).

2.3 Pre-Submission (Pre-Bid) Clarifications

Bidders may request additional information and clarifications regarding electronic documents of the RFQ no later than seven (7) days before the deadline for submission of the Bid through the "Contact" functionality of the System.

PPC will respond to the requests submitted by the above closing date, no later than three (3) days before the deadline for submission of the Bid.

In case the deadline for submission of the Bid is extended, PPC may, at its sole and absolute discretion and without any obligation, extend accordingly the deadline for submission of requests for additional information and clarifications and/or the deadline for providing the relevant responses.

Article 3 (Scope of Services)

3.1. Brief description of the Project

PPC is rapidly advancing its commitment to sustainable energy; as part of an aggressive lignite phase-out strategy, several lignite-fired power plants have already halted operation and are being decommissioned. PPC's plan is to repurpose these assets for new, sustainable economic activities.

In line with this strategy, PPC is working to enhance grid stability by converting withdrawn generators into synchronous condensers with the addition of flywheels.

Aiming to provide inertia, reactive power and short-circuit capability services to the national grid, PPC is planning to modify 2x353MVA withdrawn generators of the decommissioned lignite fired power plant of Kardia, Unit 3 and 4, in Western Macedonia, Greece, and to convert them

as synchronous condensers, including the addition of flywheels (one for each unit). The generators type is TBB-300-2Y3 ELECTROSILA.

The Kardia Synchronous Condenser Project has reached significant maturity as the following milestones have been achieved:

- Obtained the necessary permit from the Regulatory Authority for Energy, Waste and Water (RAAEY)
- Submitted an Environmental Impact Assessment and obtained approval of the environmental terms from the ministry of Environment and Energy.
- Concluded a prefeasibility study which included, preliminary evaluation of the existing infrastructure, preliminary verification of the project feasibility, concept design, project outline definition and development of preliminary technical specification.
- Removed the rotor in both generators and performed rotor and stator measurements through the specialized company ETHOS.
- Obtained a Preliminary Equipment Layout Study
- Submitted the relevant application to the TSO
- Issued a Tender procedure for the selection of OEMs. The Tender is ongoing, and currently two OEMs, namely ABB and SIEMENS ENERGY have been successfully prequalified. The next steps of this Tender procedure will be a competitive dialogue, the nomination of the preferred OEM and the signature of the final contract.

The Consultant will support PPC on the implementation of the next steps of the project including, review and revise of the preliminary technical specifications, guarantees and scope of works including adaptation of the project specifications to the updated requirements of the TSO and PPC, finalization of the project definition and battery limits, support on the competitive dialogue with the prequalified OEMs, finalization of the technical specifications, support on the evaluation of OEMs final offers and on the selection of the preferred OEM, and support on the award of the relevant contract.

3.2. Activities and Deliverables

Phase A: Feasibility Design

- **Subphase A1** – Review of the already-performed prefeasibility study and preliminary technical specifications and revise them according to the new TSO and PPC data and the Consultant's experience.
 - Deliver assessment of the prefeasibility study including gap analysis.
 - Preliminary flywheel diameter and length determination and calculation for mechanical stresses.
 - Consolidation of basis of design.
 - Site visits of key personnel for familiarization with the existing situation, condition of the existing equipment and auxiliaries.
 - Deliverables include Framework and Preliminary Technical Specification Report for Retrofit for Synchronous Condensers including the addition of Flywheels .
- **Subphase A2** - Support during discussions with the TSO
 - Technical meetings with TSO to conclude Battery Limits and qualification criteria.
 - Deliverables include MOMs and agreed Battery Limits and Services provision at Point of Connection.

- **Subphase A3** - Preliminary Power System Studies according to TSO requirements
 - o Perform load flow and short circuit study.
 - o Deliverables include power system study report.
- **Subphase A4** - Finalization of project scope and battery limits
 - o Determination of Point of Connection Battery Limits and also Battery Limits for auxiliaries
 - o Deliverables include Scope Description, Preliminary Technical specification, Project timeline, SLD, Layout, Data Sheets, Battery Limits at Point of Connection, suggested Warranties and Guarantees.

Phase B: Competitive Dialogue

- **Subphase B1** - Support on the competitive dialogue with the two (2) prequalified OEMs.
 - o Support the discussions with the OEMs to finalize and optimize the design and layout of the system
 - o Warranties and guarantees to be discussed and finalized.
 - o Deliverables include MOMs and Advisory Report.
- **Subphase B2** - Conclusion of technical specifications and guarantees
 - o Preliminary Technical specification and guarantees to be validated in discussion with OEMs.
 - o Lifetime estimation of existing assets and main auxiliary equipment and applicability for synchronous condensers and Flywheels.
 - o Finalization of framework to convert 2x353MVAMW ST Generators into Synchronous condensers by retrofitting which include high level concept design and secure OEM guarantees to ensure reliability, efficiency, and long- term operability of the modified generators.
 - o Deliverables include lifetime estimation report of main equipment auxiliaries, Framework & Technical Specification Report for Retrofit for Synchronous Condenser and flywheel.

Phase C: OEM Evaluation and Contracting

- **Subphase C1** - Evaluation of OEMs' final offers
 - o Review of OEMs' final offers, highlighting the gaps between the technical specifications and OEMs offers (two (2) OEMS to be considered)
 - o Deliverables include Bid evaluation report
- **Subphase C2** - Support during OEM contract negotiations
 - o Support in final negotiations with the successful OEM highlighting the gaps between the technical specifications and OEMs offers

Phase D (Optional): Asset Management

- o O&M Philosophy
- o RAM Study (Reliability, Availability, Maintainability)
- o Operational Readiness Plan

Article 4 (Duration of the Services)

The Duration for Phases A, B and C is set at six (6) months, starting from the Commencement Date of the Agreement. The duration for the Optional Scope is set at two (2) months, starting from the date of activation of the option.

The duration of each phase of the Services is presented in the table below.

Services Phase	Duration
Phase A	2 months from the Commencement Date
Phase B	2.5 months from the completion of Phase A
Phase C	1.5 months from receiving OEMs final Offers
Phase D (optional)	2 months from the activation of the option

Notes:

- 1) A site visit shall be performed during Phase A, ideally within two weeks from the Commencement Date
- 2) Phase A shall commence upon the Commencement Date of the Contract
- 3) Phase B shall commence after the completion of Phase A
- 4) Phase C shall commence after receiving OEMs final Offers
- 5) Optional Phase D shall commence when, and only if, the option is activated by PPC

Article 5 (Participation in the Bidding Procedure)

5.1. Admission of Bidders

Participation in this Bidding Procedure is open to economic operators or associations of economic operators established in:

- A Member State of the European Union, or
- A Member State of the European Economic Area (EEA); or
- Third countries which have signed and ratified the Agreement on Government Procurement (GPA), to the extent that the contract to be awarded is covered by Annexes 1, 2, 4, 5 and the General Notes to the European Union's Appendix I to the GPA or
- Third countries not falling into the above cases that have concluded a bilateral or multilateral agreement with the European Union

Third countries of cases 3 and 4 above, must additionally uphold EU-equivalent cybersecurity, data protection, trade regulations, and intellectual property standards, including but not limited to GDPR, the NIS2 Directive, and EU strategic trade and security regulations.

Economic operators controlled by, affiliated with, or significantly influenced by entities originating from jurisdictions that do not meet the above criteria shall be excluded from participation. This includes, but is not limited to:

- Subsidiaries, branches, or joint ventures where a majority stake (direct or indirect) is held by an entity from a non-compliant jurisdiction.
- Entities with decision-making, operational, or technological dependencies on a parent company or controlling entity from a non-compliant jurisdiction.

The Company reserves the right to assess and exclude any Bidder based on security, regulatory, or strategic interest considerations in accordance with EU and national procurement laws. Additionally, PPC shall exclude Bidders 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 Bidder, individually or as a member of an association of economic operators, may submit only one quotation. In case more than one quotation is submitted by an economic operator, all such applications shall be rejected.

Noncompliance with the present provision shall lead to the exclusion of all involved Bidders. A prerequisite for participation in the present Request is the absence of exclusion grounds provided in article 5.3 and the relevant Bidder Declaration in ANNEX 3.

No application for participation to this RFQ shall be accepted from economic operators who have been excluded from PPC contracts for the period of their exclusion.

5.2 Special Provisions for Associations of Economic Operators

Associations of economic operators (consortia, joint ventures etc.) are not required to adopt a specific legal form for their participation in the Bidding Procedure, provided that a clear and binding reference to the formation of the Association by the members of the Bidder is included. The requirement for the Association to adopt a specific legal form before signing the Agreement will depend on its legal and commercial structure, as well as applicable law.

It is explicitly agreed that all members of an association of economic operators shall bear sole, indivisible, joint, and several liability towards PPC for fulfilling all obligations arising from the Association's participation in the Bidding Procedure and the Agreement. To this end, partnerships/associations submitting a Proposal under the present RFQ shall also submit the Joint Responsibility Declaration of ANNEX 3.

Associations of economic operators may participate in the present Bidding Procedure, provided that all members thereof meet the requirements set out in paragraphs 5.1 and 5.3 herein.

Additionally, the eligibility criteria of paragraph 5.4.1 must be met in their entirety by at least the Leader of the Association, those of 5.4.2 by all members thereof and those of paragraph 5.4.3 as specifically stated therein.

5.3 Grounds for exclusion

Any economic operator or association of economic operators shall be excluded from participation in this Bidding procedure, if one or more of the grounds for exclusion described in the relevant Bidder Declaration of ANNEX 3 apply to him or to one of his members, respectively.

Bidders must fill in and sign the above-mentioned Declaration.

5.4 Eligibility criteria of Bidders

The eligibility criteria must be mandatorily satisfied and are applied on an on/off basis (under penalty of exclusion).

Bids will be evaluated only if all eligibility criteria specified in paragraphs 5.4.1 and 5.4.2 are fully met.

It is explicitly stated that Bidders participating in this Bidding Procedure are not allowed to rely on the financial, technical, or professional capacity of a third party. Consequently, the provision or use of any third-party capacity (borrowed financial, technical, or professional experience) is not permitted.

However, as exclusively regards technical experience pursuant to paragraph 5.4.1 below, references from group companies may be accepted, provided that the Bidder (or a member thereof, in case of associations) demonstrates either substantive involvement and contractual responsibility in the referenced services, or one hundred per cent (100%) ownership or control of the relevant group company.

Proposals submitted by a member of a bidding partnership/association of economic operators who simultaneously submits a Proposal both as a member of another bidding partnership/association and/or as an individual Bidder, 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. Likewise, 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.

5.4.1 Technical and professional capacity

Bidders must demonstrate the following technical experience to be eligible for participation in the Bidding Procedure.

Eligible Bidders must have executed, within the last fifteen (15) years, Similar Services in at least one (1) Reference Project, as detailed below:

- Similar Services shall be understood as: Conceptual or Basic Design, including preparation of tender specifications and OEM contracts.
- Each Reference Project is understood as: the repurposing into a synchronous condenser of a generator of at least 200MW of a decommissioned steam turbine, with or without the retrofitting of a flywheel.
- The Similar Services must have been provided directly to the respective project owner. Services for EPC contractors, technology providers, concept developers or similar entities shall not be accepted.

The aforementioned Reference Project must have been fully constructed and entered in commercial operation.

At least one Key Member of the Bidder's proposed Project Team must have participated in at least one Reference Project. Key Members are understood as the Project Manager, the Generator Specialist, the Mechanical Specialist, the Electrical Specialist or the Asset Management specialist.

Evidence for economic operator's technical and professional capacity must be provided in accordance with the provisions of article 6.1.

5.4.2 Quality Assurance

Bidders must be certified with a Quality Management System (ISO 9001) for their services.

5.4.3 Economic and Financial Standing

The Bidder, in the case of a legal or natural person, or, in the case of a partnership/association of persons, the members thereof cumulatively (each in proportion to their percentage of participation in the Association), must have an average annual turnover of at least one million euros (€1,000,000) for the last three (3) financial years. If the Bidder (or any member thereof) has been operating for less than three (3) financial years, the average annual turnover shall be calculated on the basis of the financial years during which it has been operating.

Article 6 (Bid Contents)

Bidders are requested to submit with their Bid the following three Folders with required specific contents.

6.1. Eligibility Criteria (Folder A)

Bidders must submit in Folder A the following:

Request for Quotation NGAPD-2022: "Consultant services for the modification of 2x353MVA decommissioned generators into synchronous condensers including the addition of a flywheel at each unit at the Kardia Decommissioned Lignite Power Plant, Western Macedonia, Greece"

- 1) the Bidder Declaration, duly completed and digitally signed by the Bidder's legal representative or other authorized signatory, according to ANNEX 3. The declaration relates to legal solvency, conflict of interest, acceptance of the terms and time validity of the Bid according to articles 5.1 - 5.3 above and 7.4 below. The Bidder Declaration form shall be completed and submitted by the Bidder without any modification to its content or wording, other than the completion of the required fields.
- 2) Means of proof for Bidder's experience and similar projects reference, fulfilling the requirements of paragraph 6.4.1. Bidders shall submit:
 - a. list of reference projects including:
 - description of the respective services offered, as well as a short description of each project,
 - the dates of completion of the services offered,
 - customer contact details.
 - b. Certificates or other means of proof of fulfillment of the requirements of article 5.4.1, regarding the Reference Projects
 - The Committee may request additional information to evaluate the eligibility of the submitted references, at its own discretion.
 - c. Proposed Project Team Key Members' CV including:
 - description of the respective position held and scope of services
 - short description of the projects,
 - relevant dates
- 3) Bidder's valid certificates, fulfilling the requirements of paragraph 5.4.2
- 4) Bidder's audited statements of accounts / published financial statements, or other relevant supporting documents and evidence, for the last three (3) financial years, fulfilling the requirements of paragraph 5.4.3. If the Bidder is not required by applicable law to prepare financial statements, a Declaration shall be submitted stating that the Bidder is not required by applicable law to prepare such financial statements and indicating the turnover for each of the above periods.
- 5) The Joint Responsibility Declaration of ANNEX 3, only in the case the Bidder is a partnership/association of economic operators.

6.2. Technical Offer (Folder B)

The Technical Offer should include, at a minimum, the following submittals:

- 1) A description of the Bidder's understanding of the Project requirements and approach/methodology for the delivery of the entire Scope of Services, including:
 - Technical proposal including detailed description of the Services offered and the deliverables.
 - Description of the main milestones of the envisaged project process & structure and key work- streams.
 - Bidder's proposed methodology and approach for delivering the entire scope of the project.
 - Proposed organization chart for the provision of the Services, including CVs of Key Members of the Project Team. There should be a clear demonstration of the project team structure with an analysis of the specific roles of the members.

- Services Time Schedule: A preliminary Time Schedule for the execution of all Project phases and subphases, depicting all items included in the Scope of Services.

6.3. Financial Offer (Folder C)

The Financial Offer for the requested Services shall include:

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

Bidders 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, unless otherwise provided for in this RFQ.

The data contained in the special electronic form 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 Bidder, 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 include all costs for the provision of Services required in this Bidding document, in the form of a lump-sum flat fee for each Phase. Travel, accommodation and other related expenses shall be included only for the following Site Visits. A total of three (3) visits, two (2) days per visit for three (3) Key Members of the Project Team shall be included in the Financial Offer.

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

Bids that are not submitted in the aforementioned form(s) and manner are considered unacceptable and thus shall be rejected, subject to PPC's decision to request clarifications / resubmissions by respective Bidders.

6.4. Signature of submitted documents

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

Partnerships/associations of legal or natural persons shall submit a joint Bid, 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.

If in doubt, Bidders may address such issues of interest to PPC during the Pre-Bid Clarification period referred to in paragraph 2.3 herein.

Any comments, observations or clarifications in Proposals 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 Post-Bid Clarification phase of paragraph 7.3 herein, 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. Bidders are required to fully comply with these requirements, which shall be considered as the minimum acceptable technical standards.

If in doubt, Bidders may address such issues of interest to PPC during the Pre-Bid Clarification period referred to in paragraph 2.3 herein.

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

However, clarifications or comments of a non-material nature, which do not substantially alter the technical provisions of the RFQ, may be discussed during the Post-Bid Clarification phase of paragraph 7.3 herein, at the sole discretion of PPC.

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

All Bids will be evaluated primarily in order to assess if 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, in which case PPC reserves the right, at its sole but reasonable discretion, to request respective clarifications and/or resubmissions as per paragraph 7.3 hereof.

7.1. Electronic Opening and Evaluation of Folders A and B (Phase I)

The Committee appointed by the Company shall proceed in opening simultaneously Folders A and B of Bids on a duly appointed date and time and shall verify the completeness of the documents submitted against the requirements of articles 6.1, 6.2, 6.4 and 7.4 of the present RFQ.

After taking into account the provisions of the RFQ regarding admission of Bidders and grounds of exclusion, the Committee decides which Bids comply with the terms of the RFQ.

The Committee shall record the result of this process in the relevant Minutes which shall include the Bidders rejected due to non-compliance with the requirements presented under articles 5, 6.1 and 6.2 and Bidders accepted which will proceed to Phase II.

The results of Phase I shall be communicated to all Bidders, via the System as follows:

- Bidders rejected due to non-compliance with provisions included in Articles 5, 6.1, 6.2, 6.4 and 7.4 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.

- Bidders with accepted Proposals will be notified that they will proceed to Phase II

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 at least two stages:

- Opening of Folder C and initial evaluation of Financial Offers
- Submission of Improved Financial Offers and respective opening and evaluation

7.2.1. Opening of Folder C and initial Financial Evaluation

The Financial Folder (Folder C) of the Proposals deemed acceptable following the evaluation of Folders A and B shall be electronically unsealed by the competent Committee on a predetermined date and time, as specified in the System by the Committee.

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

The financial evaluation of each Bid shall be based exclusively on the total lump-sum fee offered for the Services of all Phases, including optional Phase D.

The Financial Offer submitted with each Bid shall constitute the comparative figure used to determine the provisional ranking of the accepted Bidders.

The Committee shall document the results of the financial evaluation and the respective intermediate ranking in the relevant Minutes.

Each Bidder shall be separately notified of their Financial Offer being accepted or not. The notification shall not contain any information regarding Bidder's ranking and shall not disclose any details regarding other Bidders.

7.2.2. Submission of Improved Financial Offers

Following the completion of the technical and financial evaluation of the initially submitted Bids, the Committee notifies each Bidder individually through the System regarding the formal acceptance of their Bid, as outlined above.

If the Committee requests the submission of Improved Financial Offers, all Bidders that have submitted technically accepted Bids will be invited to electronically submit an improved financial offer through the System within a specified deadline upon the Committee's request.

This process may be repeated more than once at the discretion of the Committee. The most recently submitted improved Financial Offer, as determined by the Committee's decision that no further round is required, shall be considered the best and final Financial Offer.

It is made specifically clear that each improved financial offer submitted by the invited at this stage Bidders 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 offer (if lower).

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 Bidders, 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 offers, the Bidders with equivalent Bids 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 Bidder to PPC, this will not be included in the Financial Offer 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 Bidders through the System.

If the Committee decides not to request any improved financial offers following the evaluation of all accepted Proposals, the final ranking of technically accepted Offers shall be the provisional ranking defined in 7.2.1 above.

Optional Phase D shall be treated as a totally independent option. PPC reserves the right to activate or not the Optional Phase D at its discretion.

7.3. Evaluation-Stage (Post-Bid) Clarifications

During the evaluation process of the Bids (Phases I - II), the competent Committee may invite the Bidders, through the System, to submit clarifications, additional information or supporting documentation, within the time period specified in the relevant request for clarification, which in any case shall be reasonable and shall not be less than two (2) days nor exceed twenty (20) days from the date of PPC's relevant digital request.

Clarifications shall be provided only when requested by the competent Committee and only those referred to in the points requested shall be taken into account. In that case, the provision of clarifications is mandatory for the Bidder.

PPC may accept the submission of supplements and/or clarifications, upon its request, in respect to the above documents submitted together with the Bid, provided that, through such supplements and clarifications, the Bidder fully complies with the terms and requirements of the RFQ.

Rejected Bidders, reserve the right to raise objections in accordance with the provisions of Article 10 of the present RFQ. The list of qualified Bidders on 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 Bidder for a period of one hundred and twenty (120) days, starting the day following the deadline for submission of the Bids.

The relevant provision is included in the Bidder Declaration, to be submitted with Folder A of the Bid.

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

7.5. Consultant's Advance Payment Bond

Following Contract Award and respective Contract signing, in the event the Consultant, requests an Advance Payment as per paragraph 3.2 of Appendix 3 of the Particular Conditions of ANNEX 1 of the present, 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 Appendix 3 of ANNEX 1.

The Advance Payment Bond shall 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:

- a. any member-state of the European Union, or
- b. any member-state of the European Economic Area, or
- c. 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 said Advance Payment Bond shall conform to the format set forth in the respective template of ANNEX 4 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 Bidder and subject to the Company's written approval. Any agreed modifications must be finalized prior to the issuance of the said Advance Payment Bond.

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

PPC, in its capacity as data controller, informs the natural person signing the Application as a Bidder or as a Legal Representative of a Bidder, 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 Bidder or Legal Representative of a Bidder.
- II. The purpose of the processing is the evaluation of the Proposal, 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 Bidders 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 Bidders will be kept for a period of time 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 Bidder or a Legal Representative of the Bidder, 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 (Bidders' Objections)

Each Bidder is entitled to submit objections only in the event of rejection of his Bid in the context of this procedure and only on the grounds of said rejection. Any objection must be submitted electronically via the System. The date of objection submission is considered as the date of its registration to the System. The date of registration via the System is considered to be the submission date.

Objections shall be submitted within a period of five (5) working 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, in particular if:

- it has been unsuccessful due to non-submission of Bids or due to rejection of all applications or exclusion of all Bidders.
- 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 Bidding Procedure is deemed as a declaration by the Bidder that they were 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 of this RFQ, the issuance whereof will be duly published.

PPC has no responsibility or obligation, in any event, to compensate the Bidders for any expense or damage they might have suffered in preparing and submitting their Bids, especially in the event that they are not accepted, or the Bidding Procedure is cancelled in whole or in part at any phase and time and for any reason or cause. Consequently, those who participate in the procedure and submit a Bid, 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.

Following Contract Award, PPC reserves the right, at its discretion, to adjust the scope of the Services by increasing or decreasing it by up to thirty per cent (30%) of the total Contract Price. Any such adjustment shall entail a corresponding and proportional increase or reduction of the Consultant's remuneration. Such adjustments may be implemented with or without a corresponding extension of the Time for Completion, as reasonably determined by PPC. The Consultant shall not be entitled to any increase in unit rates or to submit any additional claims arising from such adjustments.

With respect to the Optional Scope, the Company reserves the right to activate or refrain from activating it at its sole discretion, from the time of Contract Award until the expiration of the term of the Contract.

Particular Conditions

Part A. References from Clauses in General Conditions

1.1 Definitions

1.1.4 Client's Representative [Name of Representative] _____

1.1.5 Commencement Date After the Effective Date, the Client shall submit a formal notice to the Consultant for the commencement of Services under this Agreement. The date that the notice shall be submitted, shall constitute the Commencement Date.

1.1.8 Consultant's Representative [Name of Representative] _____

1.1.9 Country Greece _____

1.1.22 Project "Consultant services for the modification of 2x300MW decommissioned generators to synchronous condensers including the retrofitting of flywheels at the Kardia Decommissioned Lignite Power Plant, Western Macedonia, Greece"

1.1.24 Time for Completion As per Appendix 4 (Programme)

1.3 Notices and other Communications

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

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 English _____

14.3 Language for communications English _____

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.

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.

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 Indemnity Insurance

Five million euros (5.000.000€)

Public Liability Insurance

One million euros (1.000.000€)

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

Part B Additional or Amended Clauses

The Parties are to include in this section any variations, omissions and/or additions to the General Conditions.

1. 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".
2. 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 – exclusively for the continuation and completion of the Project. The Client may provide such deliverables to any third party, such as another Consultant, Supplier, or Contractor, strictly for that purpose. However, it is clarified that in case of termination for any reason the Consultant will only remain liable for the deliverables which are produced till the termination date.

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 but rather the provision of early engineering and technological input necessary for the execution of the Project. 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 beyond those specified in this Clause".

3. 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".
4. Sub-Clause 2.4 of the General Conditions shall not apply.
5. Sub-Clause 2.6 of the General Conditions shall not apply.
6. 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".
7. 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".

8. 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) business 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 Progress Measurement 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 shall be reasonably rectified by the Consultant as per mutually agreed terms".

9. 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."

10. In Sub-Clause 6.1.1, the term "twenty-eight (28) days" is replaced with "fourteen (14) days".
11. Sub-Clause 6.1.2 (c) of the General Conditions shall not apply.
12. Sub-Clause 6.4.1 (d) is amended as follows: "At its sole discretion upon giving the Consultant thirty (30) days' Notice".
13. Sub-Clause 6.5.4 of the General Conditions shall not apply.

14. Delay Penalties

In the event that the Consultant exceeds the Time for Completion of any Phase, as specified in Appendix 4, for reasons solely attributable to the Consultant and not qualifying as excusable delay under Sub-Clause 4.4 [Delays] of the General Conditions, delay-related penalties ("Delay Penalties") shall be imposed.

The Delay Penalties shall be applied on a Phase basis. Delay Penalties shall amount to one percent (1.0%) per week of delay, calculated on a pro rata basis for any part thereof, of the portion of the Contract Price corresponding to the Phase affected by the delay, including any variations, subsequent supplement(s), amendment(s), or any other written agreement(s) executed between the Parties in connection with this Agreement.

A grace period of two (2) weeks shall apply, during which no Delay Penalties shall be imposed. However, should the delay exceed the grace period, the Delay Penalties shall be calculated retroactively from the first day of delay.

Notwithstanding the provisions of Sub-Clause 7.2.3 of the General Conditions, the Client shall be entitled to impose the Delay Penalties by withholding the corresponding amounts from any payments due or becoming due to the Consultant under this Agreement.

The cumulative amount of Delay Penalties shall in no event exceed ten percent (10%) of the total Contract Price of the Agreement, inclusive of any variations, subsequent supplement(s), amendment(s) or any other written agreement(s) executed between the Parties in connection with this Agreement.

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:

1. The Consultant's replies to the Client's queries (Post-Bid submissions), if any
2. The Client's replies to the Consultant's queries (Pre-Bid submissions), if any
3. Any Addenda to the respective RFQ NGAPD-2022 issued by the Client, including clarifications and/or modifications to technical and/or commercial issues during the Bidding Process
4. Article 3 of the respective RFQ NGAPD-2022
5. The Consultant's offer, as submitted through the process of the above mentioned RFQ.

It is specifically made clear that Phase D of the Scope of Services is expressly designated as optional and shall not form part of the Consultant's mandatory contractual obligations, unless and until it is explicitly activated by the Client.

Activation of Phase D shall occur only upon issuance of a formal written instruction by the Client, clearly stating the activation of Phase D and the corresponding commencement date thereof.

No Services under Phase D shall be commenced, and no costs, fees or expenses related to Phase D shall be incurred or payable, unless such written instruction has been duly issued by the Client.

In the absence of such written activation, the Consultant shall have no entitlement to any remuneration, compensation or reimbursement in respect of Phase D, and the final Contract Price shall be the one deriving from the offered prices for Phases A, B and C.

*(*points 1 to 5 above to be finalized following award to the Successful Bidder and analytically listed and/or annexed to this Appendix)*

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 per Phase as per following table:

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

The Contract Price shall be fixed and not subject to escalation for any reason whatsoever and is inclusive of all services defined in Appendix 1 hereof

The Contract Price shall be the full remuneration and shall cover any expenditure required for the provision of the Services, including among others and indicatively, personnel salaries and wages, the cost of personnel travelling expenses for the visits included in the Scope of the Agreement, the value of all materials and supplies that will be used for the provision of the Services, insurance fees, FOREX currency risks, general expenses (including taxes, duties, etc. enforced in the Country of the Consultant), encumbrances of any kind relating to personnel of any rank and mainly including 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.

Any value added tax (VAT), or any other tax currently applicable or that may be imposed in the future in Greece on the invoices issued by the Consultant to the Client in respect of the Services, shall be borne and paid exclusively by the Client. Such taxes are not included in the Contract Price.

The above mentioned Contract Price includes the lump-sum amounts pertaining to Phases A, B, C and the Optional Phase D. However, Phase D is designated as an optional scope of services and shall become payable only if and upon its explicit activation by the Client, by means of a formal written instruction. No Services under Phase D shall be performed, and no remuneration shall be due or payable in respect thereof, unless such activation has been duly issued by the Client.

In the event that Phase D is not activated, the final and payable Contract Price shall be deemed to consist exclusively of the lump-sum amounts corresponding to Phases A, B and C, and the Consultant shall have no entitlement to any payment, compensation or claim in respect of Phase D.

Activation or non-activation of Phase D shall be at the sole discretion of the Client and shall not constitute a variation, amendment of the Agreement or ground for any claim by the Consultant.

Additional Fees for Extra Work

1. Any work or services requested by the Client that are outside the scope defined in this Agreement shall be treated as Additional Services.
2. Additional Services will only be undertaken upon prior written approval by the Client.
3. Such Additional Services will be charged on a time-and-materials basis, according to the Consultant's standard hourly rates and direct expenses incurred.
4. The Consultant will provide a written estimate for any Additional Services prior to commencement of such work.

5. Any changes or additions to the scope that cause delay or require additional effort will be subject to adjustment of fees and/or schedule.

. The Consultant's hourly rates are set out below:

- – Director / Head of Department ... EUR
- – Project Manager ... EUR
- – Specialist Engineers ... EUR

These rates exclude VAT, as well as travel and accommodation expenses and cover all other costs as described above.

3.2 Payment Schedule

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

1. Advance Payment

The Consultant may request an advance payment of up to 10% of the Contract Price, excluding the price pertaining to optional Phase D, by submitting a formal notice to the Client. Following receipt of this notice, the Client shall pay to the Consultant the advance payment within thirty (30) days from the receipt of an Advance Payment Bond at the same amount.

The Advance Payment Bond shall be issued by a Bank acceptable to the Client. Approval of the Bond issuing Bank shall not be unreasonably withheld.

2. Monthly Installments

The remaining of the total Contract Price, shall be invoiced monthly, based on the agreed progress of each project Phase and/or Subphase, according to the following Progress Measurement Mechanism.

i. Progress Measurement Mechanism

For the purposes of the Agreement, progress measurement, certification and payment shall be effected at Phase / Subphase level (as applicable), on the basis of the respective lump-sum amount offered for each Phase / Subphase.

Each Phase / Subphase shall constitute a single contractual and financial unit, irrespective of the number or nature of activities and/or deliverables included therein.

ii. Overall Progress

The progress of each Phase / Subphase shall be expressed as a single overall percentage, reflecting the actual advancement of the Phase / Subphase as a whole.

Such overall progress shall be mutually agreed between the Parties, on a monthly basis, taking into account:

- the execution of supporting and advisory activities, and
- the submission and/or approval of deliverables,

without requiring any predefined financial allocation or breakdown between activities and deliverables.

iii. Certification and Payment of Progress

Payments shall be effected on a monthly basis, subject to certification of progress through a Monthly Payment Certificate, submitted by the Consultant and approved by the Client.

The Client shall, within fourteen (14) days from the Consultant's submission, review and either approve or return the said Payment Certificate with corrections.

Following approval (or correction), the Consultant shall issue an invoice for the approved amount (whether corrected or not) and submit the invoice to the Client for payment.

The cumulative certified and paid amounts for a Phase / Subphase shall not exceed the offered lump-sum amount of that Phase / Subphase.

iv. Deliverable-Related Progress

Where the certified overall progress of a Phase / Subphase includes progress attributable to the submission of deliverables, the portion of the certified progress corresponding to such deliverables shall be subject to the following payment mechanism:

- Sixty per cent (60%) of the deliverable-related portion shall be eligible for certification and payment upon submission of the relevant deliverable(s), and
- Forty per cent (40%) of the deliverable-related portion shall be eligible for certification and payment only upon approval of the relevant deliverable(s) by the Client.

Approval may be granted at the level of individual deliverables, following verification that each deliverable complies with the requirements of the Agreement and the Scope of Services.

v. Activity-Related Progress

The portion of the certified overall progress of a Phase / Subphase attributable to supporting or advisory activities shall be fully eligible for certification and payment, subject to verification by the Client, based on substantiated progress of activities performed within the relevant month, as documented through:

- a monthly activity log, explicitly linked to the relevant Phase/Subphase, and
- supporting evidence (e.g., minutes of meetings, advisory notes, correspondence, reports or other records deemed appropriate by the Client).

vi. General Clarifications

For the avoidance of doubt:

- no individual activity or deliverable shall be deemed to carry an autonomous or standalone monetary value,

- partial submission or approval of deliverables may give rise to partial progress certification and payment, strictly within the cumulative cap of the respective Phase / Subphase amount, and
- progress achieved under a Phase / Subphase shall not be transferred, offset or cross-charged against any other Subphase.

3. Payment Terms and Conditions:

All invoicing and payments shall be made in Euros (EUR).

Payments shall be effected within thirty (30) calendar days from the invoice issuance date, subject to the following conditions:

- The invoice must be accompanied by the corresponding Payment Certificate for the services provided, duly approved by the competent Directorate of the Client in accordance with the provisions of the Agreement.
- The invoice must be delivered or transmitted to the Client within five (5) calendar days from its issuance date.
- In cases where the Consultant is established in a foreign country with which Greece has entered into a Double Taxation Convention, and where 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"). This Form must be duly completed and signed by the competent tax authority of the Consultant's country and be delivered to the Client. The Form must be renewed annually. Failure to provide a valid Form, duly signed and submitted to the Client, shall prevent the Invoice from being submitted to the competent Greek tax authorities, and consequently, shall preclude the full payment of the Invoice.

3.3 Payments after Termination

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 be entitled to receive payment for the Services provided as on the termination date. No loss of profit shall be paid to the Consultant..

4 Programme

4.1 Commencement Date - Time for Completion

After the Effective Date, the Client shall submit a formal notice to the Consultant for the commencement of Services under this Agreement. The date that the notice shall be submitted, shall constitute the Commencement Date.

The Consultant shall complete the Services within the Time for Completion as set out in the following table

**TO BE COMPLETED FOLLOWING CONTRACT AWARD*

4.2 Project Programme

Following the provisions of Sub-Clause 4.3 of General Conditions of the Agreement, the Consultant's initial Programme submission shall be reviewed by the Client. The Programme shall either be approved or rejected with comments for resubmission. Once approved, the Programme will constitute the Programme Baseline of the Project.

At the end of every month after the Commencement Date, the Consultant shall submit a Tracking Programme, that will depict the Baseline and a comparison between the Baseline and the actual condition, including completion progress per activity. The Tracking Programme shall be submitted both in ".pdf" file format, as well as Time Schedule software used file format (MS Project). Revisions to the Programme Baseline may take place upon a formal written request by any Party, subject to the mutual agreement of both Parties on the revised Programme.

5 Rules for Adjudication

General

-
- 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.

Appointment of Adjudicator

-
- 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.

Terms of Appointment

-
- 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.

Payment

-
- 13 The Adjudicator shall be paid the fees and expenses set out in the Adjudicator's Agreement.
 - 14 The retainer fee, if applicable, shall be payment in full for:
 - (a) being available, on 28 days' notice, for all hearings and visits;
 - (b) all office overhead expenses such as secretarial services, photocopying and office supplies incurred in connection with his duties;
 - (c) all services performed hereunder except those performed during the days referred to in Rule 15.
 - 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.
 - 16 The retainer and daily fees shall remain fixed for the period of tenure of the Adjudicator.
 - 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.
 - 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.
-

Procedure for Obtaining Adjudicator's Decision

- 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.
- 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.
- 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:
 - (a) decide upon the Adjudicator's own jurisdiction, and as to the scope of any dispute referred to him,
 - (b) make use of his own specialist knowledge, if any,
 - (c) adopt an inquisitorial procedure,
 - (d) decide upon the payment of interest in accordance with the Agreement,
 - (e) open up, review and revise any opinion, instruction, determination, certificate or valuation, related to the dispute,

- (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-2022

Scope: "Consultant services for the modification of 2x353MVA decommissioned generators to synchronous condensers including the addition of a flywheel at each unit at the Kardia Decommissioned Lignite Power Plant, Western Macedonia, Greece"

ANNEX 2

FINANCIAL OFFER SUBMISSION FORMS

CONTENTS

- 2.a TOTAL OFFERED PRICE SUBMISSION FORM
- 2.b TOTAL OFFERED PRICE BREAKDOWN SUBMISSION FORM
- 2.c PRICE DISTRIBUTION TABLE
(to be used and submitted only in cases of Candidates being Associations / Partnerships)
- 2.d ADDITIONAL WORK RATES

ANNEX 2.a
TOTAL OFFERED PRICE SUBMISSION FORM

Public Power Corporation

New Generation Activities
Procurement Department



RFQ No. NGAPD-2022

ANNEX 2.a

Total Offered Price

Scope: "Consultant services for the modification of 2x353MVA decommissioned generators to synchronous condensers including the addition of a flywheel at each unit at the Kardia Decommissioned Lignite Power Plant, Western Macedonia, Greece"

S/N	Works / Service Description	Unit	Total Offered Price in numerical form (€)	Total Offered Price in written form (€)
1	Consultant services for the modification of 2x353MVA decommissioned generators to synchronous condensers including the addition of a flywheel at each unit at the Kardia Decommissioned Lignite Power Plant, Western Macedonia, Greece	Lump Sum		

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

FOR THE BIDDER

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 2.b

TOTAL OFFERED PRICE BREAKDOWN SUBMISSION FORM

Public Power Corporation

New Generation Activities
Procurement Department



RFQ No.
NGAPD-2022

ANNEX 2.b

Total Offered Price Breakdown

Scope: "Consultant services for the modification of 2x353MVA decommissioned generators to synchronous condensers including the addition of a flywheel at each unit at the Kardia Decommissioned Lignite Power Plant, Western Macedonia, Greece"

S/N	Work / Service Description	Unit	Quantity	Unit Price (€)	Offered Price (€)
Phase A: Feasibility Design					
1	Subphase A1 as per paragraph 3.2 of the RFQ	Lump Sum	100,00%		
2	Subphase A2 as per paragraph 3.2 of the RFQ	Lump Sum	100,00%		
3	Subphase A3 as per paragraph 3.2 of the RFQ	Lump Sum	100,00%		
4	Subphase A4 as per paragraph 3.2 of the RFQ	Lump Sum	100,00%		
Phase B: Competitive Dialogue					
5	Subphase B1 as per paragraph 3.2 of the RFQ	Lump Sum	100,00%		
6	Subphase B2 as per paragraph 3.2 of the RFQ	Lump Sum	100,00%		
Phase C: OEM Evaluation and Contracting					
7	Subphase C1 as per paragraph 3.2 of the RFQ	Lump Sum	100,00%		
8	Subphase C2 as per paragraph 3.2 of the RFQ	Lump Sum	100,00%		
Phase D: Asset Management (Optional)					
9	As per paragraph 3.2 of the RFQ	Lump Sum	100,00%		
Total Offered Price in numerical form (in €):					
Total Offered Price in written form (in €):					

*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 2.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 BIDDER

ANNEX 2.c

PRICE DISTRIBUTION TABLE

Public Power Corporation

New Generation Activities
Procurement Department



RFQ No. NGAPD-2022

ANNEX 2.c

Price Distribution Table

Scope: "Consultant services for the modification of 2x353MVA decommissioned generators to synchronous condensers including the addition of a flywheel at each unit at the Kardia Decommissioned Lignite Power Plant, Western Macedonia, Greece"

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

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

* The table may be amended, according to the proposed form of Association (e.g. scope allocation instead of participation percentage), upon agreement with the Company.

** The form of Association / Partnership (e.g. J/V, Consortium etc.) to be also mentioned

FOR THE BIDDER

ANNEX 2.d
ADDITIONAL WORK RATES

Public Power Corporation

New Generation Activities
Procurement Department



RFQ No. NGAPD-2022

ANNEX 2.d

Additional Work Rates

Scope: "Consultant services for the modification of 2x353MVA decommissioned generators to synchronous condensers including the addition of a flywheel at each unit at the Kardias Decommissioned Lignite Power Plant, Western Macedonia, Greece"

For any additional work agreed with PPC outside the Scope of the Agreement with the Consultant, the Consultant will charge either based on an agreed additional fixed fee or on the basis of prevailing time-charge rates. The rates are set out below:

S/N	Personnel Category / Role	Rate (€/hour) in numerical form	Rate (€/hour) in written form
1	Director / Head of Department		
2	Project Manager		
3	Specialist Engineers		

** The quoted rates are exclusive of VAT and encompass all other costs as outlined in the RFQ and its annexes, with the exception of travel and accommodation expenses.*

FOR THE BIDDER

Request For Quotation **NGAPD-2022**

Scope: "Consultant services for the modification of 2x353MVA decommissioned generators to synchronous condensers including the addition of a flywheel at each unit at the Kardia Decommissioned Lignite Power Plant, Western Macedonia, Greece)"

ANNEX 3

DECLARATION FORMS

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

BIDDER DECLARATION

(to be included in Folder A)

I, [Your Full Legal Name], the undersigned, acting as the authorized representative of [Bidder Name], hereby declare our intention to participate in the **Request for Quotation (RFQ) No. NGAPD-2022**, issued and organized by PPC S.A., for the Scope:

"Consultant services for the modification of 2x353MVA decommissioned generators to synchronous condensers including the addition of a flywheel at each unit at the Kardia Decommissioned Lignite Power Plant, Western Macedonia, Greece"

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. Bidder Information:

- Name: [Bidder'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 of the Request for Quotation (RFQ) and we affirm our compliance with all the specifications and requirements outlined therein.

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 accessorial 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 Bidder 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 Bidder undertakes to notify PPC immediately of the change in question, otherwise PPC may exclude him from the Bidding 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 Bidders shall not be permitted to withdraw, modify, or supplement their submitted Proposal in any manner.

Date:

The Declarant

(Full name - capacity - signature)

JOINT RESPONSIBILITY DECLARATION

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

(to be included in Folder A)

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

1.

2.

3.

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

We further declare that is hereby designated as the Lead Member, authorized to represent the Partnership/Association and act on our behalf for all purposes of the Contract. (*if applicable*)

ii. In accordance with the chosen form of our cooperation, we hereby provide the following information regarding our internal structure and scope of work:

Form of Cooperation: [Indicate if J/V, Consortium etc.]

Participation Percentages (*if applicable, e.g. for J/Vs*): [Member 1: ...%, Member 2: ...%,]

Preliminary Scope Allocation (*if applicable, e.g. for Consortia*):

- Member 1 shall be responsible for: [e.g. Phase A, Phase B]
- Member 2 shall be responsible for: [e.g. Phase C, Phase D]
-

Date:

The Declarants

(Full name - capacity - signature)

ΟΔΗΓΙΕΣ INSTRUCTIONS

¹ Depending on the form of the Bidder, e.g. "Partnership" or "Association" or "joint venture" etc. shall be indicated

² Indicate the object of the procedure

Request For Quotation No. NGAPD-2022

Scope: "Consultant services for the modification of 2x353MVA decommissioned generators to synchronous condensers including the addition of a flywheel at each unit at the Kardia Decommissioned Lignite Power Plant, Western Macedonia, Greece"

ANNEX 4

LETTER OF GUARANTEE TEMPLATE

CONTENTS

LETTER OF GUARANTEE TEMPLATE..... 3

LETTER OF GUARANTEE TEMPLATE

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