



Material & Purchasing Department
55, Stournari Str.
104 32 Athens, GREECE

Tender Notice No: **M&PD 51719052**

Date: **05.07.2019**

Scope: **PUBLIC AFFAIRS SERVICES
TO PPC in BRUSSELS**

**INVITATION TO ELECTRONIC NEGOTIATED PROCEDURE WITH PRIOR
CALL FOR COMPETITION**

TENDER DOCUMENT 1 OF 6

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PUBLIC POWER CORPORATION S.A.
Material & Purchasing Department
55 Stournari Str.
104 32 Athens, GREECE

Scope: **PUBLIC AFFAIRS SERVICES TO PPC in BRUSSELS**

INVITATION TO ELECTRONIC NEGOTIATED PROCEDURE WITH PRIOR CALL FOR COMPETITION

Public Power Corporation S.A. (hereinafter referred to as "**PPC**" or as "**Corporation**"), 30 Halkokondyli Street, 104 32, Athens, invites, in accordance with the provisions of:

- Book II, Law 4412/2016 (GG 147 issue A), as in force for the companies of Chapter B, Law 3429/2005 (GG 314 issue A) active in the energy field, taking into account, article 22, par. 7 of Law 4412/2016 (Directive 2014/25/EU),
- The present Tender Notice,

All interested parties to participate in the electronic negotiated procedure with prior call for competition to conclude a contract with subject "**PUBLIC AFFAIRS SERVICES TO PPC in BRUSSELS**".

The award criterion of the contract is the best value for money bid identified on the base of the best quality - price relationship, according to the criteria mentioned in par. 8.3 of Document 2 of the Tender.

The total Budget, according to the Corporation's estimate, comes up to € 720.000,00 for the initial two-year contract. This Budget constitutes the maximum bid limit.

Article 1 Competent Service for the Tender - Bid submission and opening location and time

- 1.1 The Competent Department of PPC for the purposes of the Tender is Material & Purchasing Department (M&PD), 55 Stournari str., P.C. 10432 Athens, telephone +30 210 5270800.
- 1.2 The electronic tender shall be conducted via "tenderONE" of cosmoONE company platform of PPC's Electronic Contract System, hereinafter "**System**", at the electronic address <https://www.marketsite.gr>
The System ensures as a minimum, using technical means and appropriate procedures, that:
 - a) the time and date of receiving the bids is accurately defined.

- b) it is reasonably ensured that no one shall have access to the information transmitted under the abovementioned requirements before the specified dates.
- c) only authorized persons may specify or modify the opening dates of the received bids.
- d) access to all or part of the submitted information is possible only to duly authorized persons in the various phases of the tender award procedure.
- e) provision of access to transmitted information can be given only by authorized persons and only after the prespecified date and time.
- f) information received and opened pursuant to these requirements shall be accessible only persons authorized to know .
- g) in case of breach or attempted violation of the prohibitions or access conditions referred to in points b) to f), it is ensured that the breaches or attempted violations to breach are clearly detectable.

- 1.3 A necessary condition for the interested economic parties is to register with the System to be able to participate. Following their successful registration, the Access Codes to the System, necessary for their connection and submission of their bid, shall be given to them.

The economic operators do not bear any cost for the registration.

Interested economic operators can contact the Help Desk of cosmoOne (HelpDesk@cosmo-one.gr, tel. +30 210 2723810) for information necessary for their registration connection and submission of their bid. The above procedure is not required for the interested parties that already have access codes to the System; however, it is recommended that they update their data by entering the system on time.

Furthermore, in case the economic operator has no previous cooperation with PPC, he must contact the competent department in order to electronically receive the relevant form to fill in the necessary data for his registration in the PPC Electronic Contract System by PPC.

- 1.4 To submit a bid for the Tender, the interested economic operators are required to have a qualified digital signature. In case of a natural person, the qualified digital signature of the person and in case of a legal person, the qualified digital signature of the legal representative/s issued by a provider of qualified certificate services. It should be noted that the timestamp of the qualified digital signature must come from a recognized timestamp authority. Foreign economic operators are not required to sign the supporting documents by using a qualified digital signature but may authenticate them in any other appropriate way if there is no mandatory use of qualified digital signatures in public procurement procedures in their country of origin. In these cases, the tender is accompanied by a valid declaration stating that the country of origin does not provide for the use of a qualified digital signature or that the use of a qualified digital signature for participation in public procurement procedures is not mandatory in the country of origin.

- 1.5 Tenders are submitted by the economic operators electronically. The end date and time is 02.09.2019/ 12:00.
Following the lapse of the end date and time, the submission of tenders to the System shall not be possible.

Article 2

Place, brief description and essential characteristics of the subject of the contract– Option rights

In the upcoming period, Public Power Corporation S.A. (in the following: “PPC”) is interested in the debate on energy and climate-related, ongoing and/or upcoming legislative procedures and/or initiatives of the EU Institutions, including but not limited to those listed under the Company’s entry in the Transparency Register (Identification number: 806122522422-46), as well as on issues regarding the implementation of the Clean Energy for all Europeans Package and the Energy Union.

Regarding the topics of interest for PPC, the Company is seeking to employ an EU Public Affairs Consultant (in the following “Consultant”) with significant knowledge, network and expertise in the EU Institutions and high degree of specialization in the energy and climate sector to assist in the development of PPC’s Public Affairs strategy and support the company’s activities in promoting its interests at the highest institutional and political level.

In particular, the following services are envisaged for all topics of interest to PPC:

- Mapping of key stakeholders, interest groups, key decision makers – analysis of their interests – identifying potential allies / opponents.
- Monitoring, analysis and evaluation of all developments within the European Union related to the promotion of the Company’s interests / positions.
- Monitoring EU-policy-relevant media and any other sources of information that may be related to the promotion of PPC’s positions – establishing and supporting reaction strategies and mechanisms on PPC’s side.
- Taking into account the above, the consultant shall develop / propose to PPC, the Public Affairs strategy to be followed in order to promote its positions more effectively, with particular emphasis in setting up the most appropriate, for every case, relevant argumentation, as well as to promote PPC’s profile in general. Within that context the Consultant shall propose:
- An appropriate plan of contacts / relationship building with the European Union institutions (at the highest possible/recommended level) as well as with third parties’ representatives / stakeholders, to support more effectively the positions and arguments of PPC. The Consultant shall proactively assist in achieving / setting up these contacts / relationships.
- The appropriate scheme for stakeholder relations and media supporting activities (memberships in associations and think-tanks, meetings, events, articles, position papers, interviews and press releases, non-papers) to effectively implement PPC’s Public Affairs strategy.

PPC is actively participating in the EU debate through its Representation Office in Brussels, supported by a team of experts / executives acting from the Company’s headquarters in Athens.

Thus, services shall be rendered in Brussels in close cooperation with the Brussels Representation Office of PPC and, to the extent it is deemed necessary, in cooperation with PPC competent officials in Athens through e-mail and/or teleconferencing and/or any other suitable means of communication.

The contract shall have duration of two (2) calendar years. PPC reserves the right to extend the duration of the contract, at its sole option, for an additional one (1) year, the rest of the terms and conditions being the same as in the initial contract.

Article 3 **Participation in the Tender**

3.1 Participation right

All interested economic operators (legal persons, joint ventures/ associations) established in any country can participate in the Tender if they fully meet all the requirements of this article.

3.2 Award criteria

According to the terms and requirements of the Tender Notice the tenderer must fully meet the following criteria:

3.2.A Suitability

In case of legal persons the same or in case of a joint venture/ association of persons each member must be registered in the European Commission's Transparency Register and be a member of the European Public Affairs Consultancies (epaca.org).

3.2.B Technical capability and qualification

3.2.B.1 Required experience

The tenderer must have a significant knowledge, network and expertise in the EU institutions and high degree of specialization in the energy and climate sector to assist in the development of PPC's Public Affairs strategy and support the company's activities in promoting its interests at the highest institutional and political level

3.2.B.2 Requirements for personnel provision

The tenderer must be able to appoint in the project team at least two employees accredited to the European Parliament.

3.2.B.3 Other requirements

The tenderer must have registered offices in Brussels.

3.3 No exclusion reasons

An economic operator is excluded from participating in the Tender for the award of a contract, if a reason/ reasons set forth below apply for a bidder (if it is an individual natural or legal person) or one of the members (if it is a joint venture/ association of natural or legal persons) or the party offering the tenderer financial, technical and/or business support:

a. in part III of the European Single Procurement Document (ESPD) of the Implementing Regulation (EC) 2016/7 of the Commission of 5 January 2016, and included in the attached relevant template to be filled in and signed by the tenderers. It is noted that wherever the ESPD mentions "final judgment" it means "irrevocable judgment", in accordance with article 73, Law 4412/2016 (Directive 2014/24/EE article 57 par.1-6), as in force and applied by PPC, by virtue of article 305, par.1 of the same law.

b. article 262 of Law 4412/2016 (Directive 2014/25/EE article 42)

Furthermore, apart from the provisions of the above article of the Law, a conflict of interest may indicatively be present when there is any active (in particular standing) relation or cooperation between the above persons or members of a joint venture or the parties providing support, for which there is a conflict of interest according to the international practice, either business and/or personal/ family relationship with any natural or legal person active in any sector of the energy market, as a competitor with PPC and/or its shareholders and/or any business relation with the competent supervising authorities as well as a big contractor, client or supplier of PPC.

Such relations must, first of all, be disclosed to PPC, which reserves the right to evaluate and judge, according to the international practice, whether there is conflict of interest due to such relation, of such intensity that reasonably results in excluding the relevant bid.

Paragraph 6.2.B and the last paragraph of article 8, Tender Notice Document 2 applies in order to check and confirm that said reasons of exclusion do not apply.

3.4 Impediment of participation of the same natural or legal person in more than one bidders

Tenders by a member of the participating joint venture/ association of persons that submits at the same time a bid as member of another participating joint venture/ association of persons or submits separate bid are excluded from further participating in the Tender, if it is seen up to the award date of the results of the Tender that competition was distorted.

If affiliated companies submit more than one bid in the tender as members of a partnership of independent (not affiliated) companies or individually, their bids are excluded from further participating in the Tender, if it is seen up to the award date of the results of the Tender that competition was distorted.

3.5 Support to the capabilities of other operators

If the bidders would like to rely on third parties' financial, technical capability and qualification to fulfill the participation conditions set forth in the previous paragraphs, they are obliged to submit the data proving the above capability and declare that they are committed to provide all guarantees required by the Invitation and the Tender Notice.

More specifically, in this case, the bidder is obliged to prove in any appropriate instrument that it has at its disposal all necessary means for the implementation of the contract for the entire contract term. The said proof could be, indicatively, a valid private agreement entered into by the bidder and the referred to third party or guarantees of another type, so that the above required capability is adequately proven in a way that PPC finds satisfactory. The said proof should be included in Envelope B of the bid.

The scope of cooperation between the bidder and the third party and the provided guarantees by the third party to the bidder shall be included in the Contract, provided that the bidder is awarded the contract.

In the abovementioned cases, in accordance with article 307 of Law 4412/2016, (Directive 2014/25/EE article 79) third parties providing their support must meet the corresponding award criteria and the criteria for the absence of reasons of exclusion along with the bidder to which they provide their support. For this purpose, the following must be included, completed and signed by the provider of the support:

- Envelope A:
 - Statement of Legalization of the party offering the support, in accordance with the relevant template attached to the Tender Notice
 - The ESPD
- Envelope B:
 - The documentation referred to paragraph 6.3 of Tender Notice Document 2, depending on the type of support claimed.

Furthermore, if the provided support concerns the fulfillment of certain criteria the parties providing the support will implement the subject of the contract for which they provide the specific capabilities.

It is clarified that if the tenderer relies on the ability of his subcontractors to meet selection criteria, these subcontractors are considered Third parties and the above apply.

Article 4

Variants - Deviations– Technically Equivalent Solutions

4.1 Variants

Variants are not admissible

4.2 Commercial Deviations

No deviations from the Commercial and Financial Terms of the Tender Notice are allowed and the bids must fully comply with the corresponding terms and requirements.

Article 5

Type of joint venture/ association of natural and/or legal persons

Where the tenderer is a joint venture/ an association of natural and/or legal persons, the contract will be awarded in the name of all members of the joint venture/ association and a provision shall be set in the contract agreement according to which the members shall jointly, indivisibly and severally be responsible and liable towards PPC and shall be represented by a joint representative; PPC shall check the substantial participation in the joint venture/ association of all its members throughout the term of the Contract.

If the bidding joint venture/ association is a group of companies (informal joint venture/ association of persons without tax and legal status), the bid must be so formulated to ensure separate invoicing from the group's members according to the Greek tax law and practice.

In the opposite case where the bid does not meet the above condition, if the bidder is selected as a contractor, it is required before signing the Contract to take a legal/tax form allowing for joint invoicing, the submittal of a certified copy of the document demonstrating that the above requirement is met is necessary in this case for the signing of the Contract.

Article 6

Receipt of Tender Information

- 6.1 The Tender Notice Documents, as mentioned in article 1, Document 2 of the Tender Notice, are available electronically, in accordance with the provisions of article 297 of Law 4412/2016 (Directive 2014/25/EE, article 73), through the official website of the Corporation: <https://eprocurement.dei.gr> – MP&D 51719052 where they shall remain posted up to 10 days before the expiry of the bid submission deadline.
- 6.2 The interested economic operators, registered in the System, can, as receivers of the Tender Notice, to ask for clarifications on the content of the Tender documents, the latest up to 10 days before the expiry of the bid electronic submission deadline.
Requests for information or clarifications submitted outside the above deadlines are not examined.
- 6.3 The relevant requests for clarifications are electronically submitted to the System by the economic operators registered to and through th System, i.e. the ones with the relevant credentials that have been given to them (username and password).The electronic file with the text with the questions is necessarily digitally signed.
- 6.4 No later than 6 days before the expiry of the bid electronic submission deadline, PPC shall provide, through the System's electronic platform, the necessary clarifications and any supplementary data on the Tender specifications and terms and the contract draft.
PPC shall not answer questions that have been submitted by e-mail or questions submitted to the Service protocol, and not in the System platform.

Under no circumstances, can a candidate call upon oral or telephone answers of PPC.



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104 32 Athens, GREECE

Tender Notice No: **M&PD 51719052**

Date: **05.07.2019**

Scope: **PUBLIC AFFAIRS SERVICES
TO PPC in BRUSSELS**

**TERMS AND INSTRUCTIONS OF
ELECTRONIC NEGOTIATED PROCEDURE WITH PRIOR CALL FOR
COMPETITION**

TENDER DOCUMENT 2 OF 6

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Scope: **PUBLIC AFFAIRS SERVICES TO PPC in BRUSSELS**

**TERMS AND INSTRUCTIONS OF
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**Article 1
Tender Documents**

- 1.1 The present Tender Notice consists of the following documents:
1. Invitation
 2. Terms and Instructions of the Tender with the following Annexes:
 - Annex I: Financial Bid Forms including:
 - Annex II: Table of Price Allocation (*In case of a joint venture/association*)
 3. Contract Agreement (Draft)
 4. Special terms of Contract (Draft)
 5. General terms of Contract
 6. Templates including
 - a. Legalization statements:
 - a1. of the tenderer and
 - a2. of any party providing support
 - b. Statement of acceptance the terms of the Tender Notice and the tender validity term
 - c. European Single Procurement Document (ESPD)
 - d. Co-Responsibility statement for Joint ventures/ Associations
 - e. Participation Letter of Guarantee
 - f. Good Performance Letter of Guarantee
- 1.2 The order of appearance of the above documents determines the validity order of the terms of each one in case of differences in the text or the interpretation of the terms of two or more documents. The same is also valid for the validity order among the documents and their annexes/appendixes.

**Article 2
Tender Scope Budget - Tender System**

- 2.1 The Tender Scope Budget amounts to Euro 720.000,00, not including VAT. This Budget constitutes the maximum tender limit.
- 2.2 Tenderers are obliged to fill in, under penalty of rejection, their financial tender prices and/or fees in the relevant form of the System. They are also obliged, under penalty of rejection, to submit their financial offer in a signed portable document format (pdf) as well, in accordance with the relevant

form attached to this document and the instructions of the user's manual of the System.

- 2.3 The price offered by the Tenderers must exclusively be in EURO. If the tenderer does not comply with this requirement, the tender shall be rejected. Under penalty of invalidity of the respective tenders, the quoted prices cannot in any way depend on the exchange rates of the tender currency into any other currency.
- 2.4 All the amounts of the financial tender must be written both in figures and in full in the appropriate space.
Should there be differences, however, the prices written in full shall prevail.
- 2.5 The above tender prices shall be fixed and not subject to any revision throughout the validity term of the bid and the contract. Bids which include prices with readjustment shall be rejected.
- 2.6 The financial tender forms provided with this Tender Notice are the following:
 - Financial Bid Forms including:
 - Table of Price Allocation (*In case of a joint venture/association*)

Article 3

Tender Validity Term

- 3.1 Tenderers are bound by their tender for a period of a hundred and twenty (120) days. The validity deadline begins on the next date from the tender submission end date. They also agree that their tender is final and not subject to withdrawal or change for the duration of its initial validity term or as this may be extended as per below and that they cannot request any readjustment of prices after the award of the contract execution.
By participating in the tender, the tenderers accept the extension of the tender validity term for consecutive periods of thirty (30) days or, following a request by PPC and consent of the tenderer, for longer periods of time beginning at the applicable expiry day and until the completion of the tendering process, in accordance with Article 10 of this document, unless if, before its expiry as applicable and mentioned above, the tenderer states the opposite and does not extend it. It is clarified that non-acceptance of extension of the validity term is acceptable only after the completion of the applicable tender validity term, as it has been defined as per above, and on the condition that the tenderer notifies the Corporation on the non-extension of its validity with a digitally signed letter via the System prior to the relevant expiry.

To extend the tender validity term beyond the (11) months from the tender submission end date, prior written consent of the tenderer and the body issuing the Participation Guarantee Letter (PGL) is required.

By participating in the tender, tenderers also accept that their tender remains valid following the notification of the award decision for as long as the signing of the contract is delayed at the candidate contractor's liability.

Upon expiry of the deadline for signing the contract, PPC may proceed to the forfeiture of the PGL.

- 3.2 If the end date for electronic submission of tenders is extended, tenderers may modify and/or supplement any tender submitted in the System or withdraw it and submit, if they so desire, a new tender until the new end date/ for submission of tenders, ensuring in any case that the data and supporting document included therein are in effect at the new aforementioned date.

Article 4 Participation Guarantee

- 4.1 To participate in the Tender, each tenderer must submit in a pdf file format a participation guarantee in the form of a Participation Guarantee Letter (PGL), in accordance with the attached template of the Corporation, issued by credit or financial institutes or insurance companies within the meaning of cases b and c, paragraph 1, article 14, Law 4364/2016 and approved by PPC, which the Corporation cannot unjustifiably reject and lawfully operating in:
- a. a European Union (EU) member state, or
 - b. a member state of the European Economic Area (EEA), or
 - c. third countries that have signed and endorsed the Government Procurement Agreement - GPA of the World Trade Organization (WTO)
- and have, under the applicable provisions, this right.

Tenderers are obliged to submit, under penalty of tender rejection, in printed form (original) the aforementioned PGL to the competent department to hold the Tender, within three (3) days from the deadline for electronic submission of tenders.

- 4.2 The value of the aforementioned PGL amounts to €14.400.

Tenderers may submit more than one PGL, in order to cumulatively cover the total value requested by the Tender. If the tenderer is a joint venture/association of natural and/or legal persons, the PGL may be issued for that joint venture/association or for one of its members as well.

- 4.3 The above guarantee shall be valid for at least thirty (30) days more compared to the tender validity, as set on the basis of paragraph 3.1 above, and shall be returned upon the award of Contractor to all tenderers with the exception of the one selected as the Contractor, whose Tender participation guarantee shall be returned upon the submission of the good performance guarantee for the scope, at the time of signing the contract. If the tender validity term is extended beyond the eleven (11) months from the tender submission end date, for the PGL to be extended accordingly, the prior written consent for the extension of validity is required by the body who issued it.

- 4.4 Said Guarantee Letter, insofar there is no forfeiture reason in favor of PPC, pursuant to the Tender Notice terms, shall be returned to the issuer, if:
- The tenderer's bid is considered finally unacceptable at any stage of the process.
 - After the expiry of the tender term, the tenderer does not extend its validity.
- 4.5 In particular, after the opening of the financial tenders and their ranking by order of best value for money tender, the PGL may be returned to any tenderer who, upon request, requests its return before the validity term is over, if it is unlikely that after eventual reversal of the result of the tender, the tenderer concerned will be selected as the successful tenderer..
- 4.6 Said PGL shall be forfeited in full in favor of PPC in the following cases:
- the tenderer does not comply with any way whatsoever with the obligations which result from the tender process,
 - notification of any requirements, not included in the initial tender, for its remaining in force until the expiry of the accepted in each case validity term, in accordance with paragraph 3.1 of this document,
 - the tenderer withdraws earlier than the expiration of his bid and
 - the successful tenderer refuses to sign the contract.
- It is noted that the PGL is not forfeited if the tenderer notifies that the tender validity term is not extended, in accordance with paragraph 3.1 of this document.

Article 5

Submissions

- 5.1 Offers are acceptable in the Greek or English language. Any documents / certificates issued in any other language must be accompanied by a translation into the Greek or English Language.
- 5.2 Counter tenders shall not be accepted in any case.
- 5.3 Additions, amendments or reservations of the tenderers for the terms included in the Tender Documents shall not be accepted and any tenders including such differentiations shall be excluded from the Tender.

Article 6

Preparation - Content of tender

- 6.1 Requirements for the content of the tender

6.1.1 General requirements

6.1.1.1 Preparation of tender – Electronic Envelopes - Contents

Tenders must include in electronic format all data specified in the Tender Notice and shall be electronically submitted to the System, in accordance with the terms of this Tender Notice and the System User's Instructions. In particular:

Tenders submitted electronically in envelopes and by filling in the financial tender in a special electronic form of the System, pursuant to paragraphs 6.2 to 6.4 below.

If the files contained in each envelope include more than one document or sections, it is required to have a corresponding table of contents.

It is noted that each electronic Envelope should contain all data set out under respective paragraphs 6.2, 6.3 and 6.4 of this article as required to be submitted by the Tenderers.

6.1.1.2 Tender signing

The bid must be signed on the first or last page of each submitted document (declarations, description of offered scope, drawings etc.), pursuant to the paragraph below, by a person or persons authorized for this purpose as provided below (paragraph 6.2.2).

The above data and supporting documents of the bidder's technical bid are submitted by the bidder electronically in pdf or similar file format. The Tenderer is obliged, if PPC so requests, to provide hard copies (original or duly certified copies) of the declarations and the supporting documents signed by third parties and constituting private documents, within three (3) working days from their request.

A joint venture/association of economic operators shall submit a joint tender which needs to be signed either by an authorized person or persons or by a common representative duly authorized for this purpose.

6.1.1.3 Confidentiality – confidential information

If data with confidential information are included in the tender, which according to the tenderer are protected by a technical or commercial confidentiality, said data must be properly marked as "Tender's Confidential Data", at the tenderer's care and responsibility, and be submitted according to the System's instructions of use. In this case, the relevant electronic tender Envelope shall include, beyond any other documents and said file, a tenderer's document in which the confidential information of the tender included in said file shall be stated, with an explicit reference to the relevant legislative, regulatory or administrative provisions justifying

the characterization of said data as confidential. Said data shall be accessible only by the competent Committees and Departments of PPC as per paragraph 1, article 257, Law 4412/2016 (Directive 2014/25/EE article 39) .

6.1.1.4 Validity of Statements and Supporting Documents

All tenderers' Statements required by the Tender Notice, which are submitted in replacement of public or private documents, as well as all other Statements either complying with the terms of the Tender Notice or third parties for cooperation with the tenderer shall cover the period up to the tender submission end date. Their electronic/digital signing date can be up to thirty (30) days prior to the tender submission end date.

6.1.1.5 Failure to provide data and supporting documents – false statements or inaccurate supporting documents

It is explicitly stated that, if an economic operator:

- does not submit in electronic form or does not produce in paper form, in a timely and proper manner, the documents confirming the statements, whenever requested by the Corporation,
- is found, by the submission/presentation of these documents, to have, at any stage of the Tender or the Contract execution, submitted inaccurate or false statements or modified copies of public or private documents,

Then, the Economic Operator shall be excluded from further process, any enforceable decision of the Corporation shall be immediately revoked, the participation or good performance guarantee letter shall be forfeited in favor of PPC and PPC shall reserve the right to exclude the economic operator from future tender proceedings.

6.1.2 Special requirements

Deviations from the Commercial and Financial Terms of the Tender Notice

No Deviations from the Commercial and Financial Terms of the Tender Notice are allowed. The Tenders should fully comply with the relevant terms and requirements of the Tender Notice.

Comments, observations or clarifications modifying the Commercial and Financial terms of the Tender Notice shall be treated as Commercial Deviations. A Tender with such Deviations shall be rejected.

6.2 Electronic Envelope A

- A. Electronic Envelope A under the name "Envelope A - Participation Supporting Documents" shall include in digital pdf or similar file format the following:

6.2.1 Letter of Guarantee

The Tender Participation Guarantee Letter, according to the Template attached to the Tender Notice and as specified in Article 4 hereof.

6.2.2 Tenderer's Legalization statement

The Tenderer's legalization statement filled in and signed, according to the Template attached in the Tender Notice.

6.2.3 Acceptance Statement of the Tender terms and tender validity term

The Acceptance Statement of the Tender terms and tender validity term filled in and signed, according to the Template attached in the Tender Notice.

6.2.4 European Single Procurement Document (ESPD)

The ESPD is Annex 2 of the Implementing Regulation (EC) 2016/7 that you can find in the electronic address http://eur-lex.europa.eu/legal-content/EL/TXT/?uri=OJ%3AJOL_2016_003_R_0004

The ESPD form shall be compiled using the electronic ESPD service at: <https://ec.europa.eu/growth/tools-databases/espd>.

PPC has compiled an electronic ESPD using the above eESPD service modified pursuant to the requirements of the Tender Notice of this Tender and has generated the form in compressed XML and PDF format. These files are separately posted on the tender area of this Tender Notice, immediately after receiving the final tender notice number by the EU. Tenderers may use the electronic XML file to compile the ESPD.

To this end, the economic operator downloads electronically the above file and saves it on their computer. Visit the website <https://ec.europa.eu/growth/tools-databases/espd> and select: economic operator → import ESPD → browse → select and attach file .XML. Following that, it fills in the appropriate fields and generates/prints its answer in pdf file format, which must be included in tender Envelope A, signed by the authorized representative of the tenderer (Part VI).

The tenderer is obliged to prepare the ESPD with Parts I, II, III and VI, as required by the Tender Notice. The individual fields of the aforementioned parts that must be filled in are set forth in the ESPD

template of this Tender Notice. Filling in of any additional fields does not constitute reason for rejection of a tender.

6.2.5 Clarifications for tenders by joint ventures/ associations of natural and/or legal persons

In this case the following shall be submitted:

6.2.5.1 Separately by each of its member, the above data 6.2.2 to 6.2.4. More specifically, the Statement of paragraph 6.2.2, point iv. a, must explicitly state that the tender is submitted via the specific joint venture/association and appoint a person for each of their members to sign the relevant private agreement or the notarial act for its formation.

6.2.5.2 Statement by the natural or legal persons participating in the joint venture/association which states that said persons established said joint venture/association to undertake jointly the execution of the contract and that they are involved and bear the responsibility towards PPC in relation to their participation in the tender and the execution of the scope of the contract jointly, indivisibly and in whole.

6.2.5.3 The relevant private agreement or notarial act for the establishment of the joint venture/association indicating the seat, legal representative and the participation percentage of each member.

6.2.6 Statement of a third party offering support

If the tenderer has stated that it will use the support of a third party:

- a. The Legalization Statement for each party offering support, filled in and signed according to the Template attached in the Tender Notice.
- b. The ESPD for each economic operator offering support, according to the Template attached to the Tender Notice.

B. Submission - Provision of supporting documents and data

The tenderers are bound to provide in electronic or paper form (original), **on the penalty of exclusion**, at any stage of the tender they are so requested by PPC all or part of the supporting documents and data referred to in the above statements and the ESPD, within a reasonable period of time and as specified below:

I. Proof of tenderer's legalization

The proof of the content of the Statement of paragraph 6.2.2, namely the applicable legal documents of incorporation and legal representation (such as articles of association, certificates of change, relevant Government Gazette, establishment of BoD in the case of S.A. etc., depending on the legal form of the tenderer), registration in the General Commercial Registry (G.C.R.) and/or in a relevant registry and/or special licenses, if required. The above documents must show the legal form of the legal person, all relevant amendments to the articles of association, the person/s legally binding the company at the time of the tender (tender participation decision, legal representative, right to sign etc.) and the term of the administrative body and/or its members.

II. Proof relating to criminal convictions

Excerpt of the criminal record or in case of lack thereof an equivalent document showing that the tenderer/ candidate contractor has not been finally convicted of an offense relating to the pursuit of their professional activity and that there is no final conviction against them under the relevant EU legislation referred to in the ESPD (Part III. A footnotes 13 to 18) as well as under the applicable law or the national law of the economic operator, as in force, for one or more of the following reasons:

- a. participation in a criminal organization,
- b. bribery, corruption,
- c. fraud, within the meaning of the EU legislation referred to above, ratified by Greece with Law 2803/2000 (GG A' 48),
- d. terrorist offences or offences linked to terrorist activities,
- e. money laundering or terrorism funding, within the meaning of the EU legislation referred to above, ratified by Greece with Law 3691/2008 (GG A' 166),
- f. child labor and other forms of trafficking in human beings, within the meaning of the EU legislation referred to above, ratified by Greece with Law 4198/2013 (GG A' 215).

If the excerpt of the criminal record shows convictions, the tenderers should attach to the record the convictions included in it.

If a legal person participates, the above supporting document concerns in particular:

- i. the Administrators, when the legal person is a general or limited partnership or Ltd or a private capital company,

- ii. the BoD Chair, the CEO and the other BoD members, when the legal person is an SA,
- iii. in case of a legal person, its legal representatives and
- iv. its President when the tenderer is a cooperative.

III. Proof relating to payment of taxes or social security contributions

- a. Statement with which the tenderer/ candidate Contractor shall state all social security organizations to which contributions must be paid for the staff employed by it.
- b. Certificates of all social security organizations the tenderer/ candidate Contractor has stated in the Statement of the previous paragraph showing that the tenderer/ candidate Contractor has social security clearance .
- c. Certificate by a competent authority, showing that the tenderer/ candidate Contractor has tax clearance.

IV. Proof relating to insolvency, conflicts of interests etc., as set out in paragraph C, part III of ESPD:

- a. Certificate of a competent judicial or administrative Authority, showing that the tenderer/ candidate Contractor has not been stated bankrupt or has not been included in a bankruptcy settlement and, moreover, that is not the subject of proceedings for a statement of bankruptcy or of a receivership by an administrator or judicial receivership or in a common winding up procedure of Law 2190/1920, as in force or is not in any similar situation arising from a similar procedure under national law provisions or other similar situations (only for foreign legal persons).
- b. Certificate issued by the Planning and Coordination Division of the Inspectorate of Labour Relations showing any fine imposition deeds issued against the economic operator in a period of two (2) years before the expiry date of the tender submission deadline. If said certificate has not been issued, a sworn statement shall be furnished in accordance with the below provisions
- c. The obligation of paragraph 5 of the tenderer's legalization statement applies for the other reasons for exclusion included in Part III of the European Single Procurement Document (ESPD) of the Implementing Regulation (EU) 2016/7 of the Commission of 5 January 2016 and included in the attached relevant template to be filled in and signed by the tenderers for which the relevant supporting documents are not issued by the competent authorities or bodies.

The above certificates are drawn and/ or issued based on the applicable law of the country where the candidate is established which issues the relevant Certificate.

In case that some of the above supporting documents of cases I, II and IV are not issued or do not cover all of the above cases, they must be replaced, on the penalty of exclusion, with a Sworn Statement of the candidate Contractor or in the states where a sworn statement is not stipulated, by a Statement of the candidate Contractor before a judicial or administrative authority, notary public or competent professional organization, certifying that the specific documents are not issued and that the above legal conditions do not apply for the specific candidate Contractor. This Sworn Statement or Statement shall be obligatorily submitted with the other Participation Supporting Documents.

An economic operator falling within one of the conditions mentioned above can present information pursuant to the terms and conditions set forth in article 305, L. 4412/2016 (Directive 2014/25/EE article 80), to prove that the measures taken are sufficient to prove its reliability, despite the application of the relevant exclusion reason. If the information are considered sufficient, said economic operator is not excluded from the process of contract conclusion. The measures taken by the economic operators are evaluated in relation to the severity and the special cases of the criminal offense or misconduct. If the measures are considered insufficient, the economic operator is informed about the grounds of the decision. An economic operator that has been excluded with a final decision from participating in contract conclusion procedures cannot use the above capability during the exclusion period set out in said decision in the member state where the decision applies.

As an exception, when the economic operator falls within one of the conditions of paragraph III above and the exclusion is clearly disproportional, in particular when only small amounts of taxes or social security contributions have not been paid or the tenderer was informed of the exact amount due to a breach of its obligations in terms of paying taxes or social security contributions at a time during which it was not possible to take measures, pursuant to article 305, Law 4412/2016 (Directive 2014/25/EE article 80), before the expiry date of the tender submission deadline for this tender, said exclusion does not apply.

6.3 Electronic Envelope B

Electronic Envelope B marked with the indication "Technical Bid" shall include in digital pdf file format or similar format the following:

- Proven track record and relevant experience in successful Public Affairs services.
- Proven experience and network in the energy and climate sector.

- The extent of knowledge and understanding of the EU decision-making process as well as the institutional access of the Bidder.
- A detailed description of the Bidder's services, and the proposed approach to be employed within the context of the services.
- CVs for all team members to be assigned to the project, with special reference to the description of their experience in projects relevant to the scope of the Tender.
- A written declaration, prepared in accordance to "Specimen I" attached hereto and duly signed by the offering entity as well as by all members of the project team that, throughout the duration of the project and regarding the scope of work of the project they will not undertake other projects that might result in a conflict of interest for the Consultant as regards the services to be rendered to PPC. They shall also declare that they do not have any relationship of economic nature or dependence in any other way on PPC's direct competitors and/or affiliates of the latter, in a way that might result in a conflict of interests. All the above restrictions shall remain in force throughout the project. Proposals not providing such declaration shall be considered unacceptable and thus shall be unquestionably rejected.
- The means of proof of paragraph 3.5 of document 1 of the Tender Notice, if the Bidder invokes the financial, technical and/or professional capabilities of a third party.

6.4 Financial Tender

The Financial Tender shall include

- 6.4.1 The relevant electronic form of the System filled in by the tenderer (s) with the prices/fees, pursuant to its user manual
- 6.4.2 The Financial Tender also in pdf or similar format, filled in as to the format and the content in accordance with the relevant document Template(s) attached to the Tender Notice, which must be digitally signed and submitted electronically as per the System's instructions of use.

Tenderers should be aware that:

- ➡ It is necessary that the financial data in the above documents be clearly filled in.
- ➡ Comments, terms, conditions relating to the offered price(s) are prohibited.
- 6.4.3 Any common data included in the special electronic form(s) of the System and the submitted in pdf file format financial tender must be consistent. Otherwise, the data of the financial tender submitted in pdf file format shall prevail and will be taken into account for the

evaluation of the tenders. To this end, in this case the provisions of paragraph 8.4.2 of this document shall apply.

Article 7

Electronic Opening and Formal Evaluation of Tenders

7.1 Electronic Opening of tenders – access of participants

7.1.1 Tenders shall be electronically opened following a relevant notification to the participants within a reasonable time period from the end date and time of tender submission stipulated in paragraph 1.5 of document 1 of the Tender Notice by the Committee designated for this purpose in the System.

7.1.2 At the aforementioned date and time the Envelopes A (Formal Data) shall be opened.

Following the opening of tenders, all of the formal data shall be immediately electronically accessible to all the tenderers, minus any specific and special data included at the tenderers case and responsibility, pursuant to paragraph 6.1.1.3 of this document, designated and marked as “Tender’s Confidential Data” to safeguard their interests, as the information in question are protected by commercial, industrial or professional etc. they consider that the items in question are protected by commercial, industrial or professional, etc. confidentiality. If the tenderer fails to designate as per above said data of its tender, PPC bears no responsibility if they are published following the electronic opening of the tenders.

7.2 Formal evaluation of tenders

7.2.1 In the context of the formal evaluation of the tenders, the Committee checks the existence and completeness of the required digital documents pursuant to paragraph 6.2 of this document. The Committee also checks if any digital documents exist in Envelope A, beyond those stipulated in the Tender Notice, which include terms and conditions falling under paragraph 5.3 of this document.

7.2.2 During the tender evaluation process, the competent committee can invite the Tenderers via the System pursuant to the provisions of article 310, Law 4412/2016 (Directive 2014/25/EE article 76 par.4), to clarify or supplement the submitted documents or supporting documents, within a reasonable deadline which cannot be without the tenderer's consent less than seven (7) days from the date of the digital notification of the relevant invitation. Any clarification or supplementation submitted without being requested by the contracting authority is not taken into account.

Any clarification, amendment or refutation of a term of the Tender Notice or the Tender shall not be accepted but rejected as inadmissible after the tender submission end date.

Clarifications are provided only when requested by the competent committee and only those regarding the parts that were requested are taken into account. In this case, the provision of clarification shall be compulsory for the participant/ candidate Contractor and shall not be considered a counter-bid.

The bidder's clarification shall be provided via the electronic platform of the System, if requested, at a time set by the competent committee.

In this context, it is clarified that tenders not including in Envelope A the Participation Guarantee Letter, the statements of legalization, acceptance of terms and tender validity, the ESPD and any statement/document of the tenderers on the existence of confidential data as well as the respective relevant statements in case of a joint venture/association of natural and/or legal persons, shall be rejected. Submission of the above items retrospectively accompanied by any action is not acceptable.

PPC may admit supplementation and/ or clarifications submitted upon its request on the above documents submitted with the tender, provided that such supplementation and clarifications by tenderer fully comply with the terms and requirements of the tender notice.

Especially as regards the Tender Guarantee, this may be complemented only to fully comply with the template included in this Invitation. The supplementation/ clarifications that are made later do not substitute the key data which are the issuing authority, the party in favor of whom the guarantee is granted, the amount, the number of the Letter of Guarantee, the tender information and the issuer's signature that the tenderer should submit with the tender.

7.2.3 The Committee, after taking into account the Tender Notice provisions, shall determine which Tenders should be excluded from further process, due to a failure to fulfill the requirements of the Tender Notice in terms of the completeness and adequacy of the data of Envelope A of the tenders.

7.2.4 Said Committee shall record in relevant Minutes the result of the formal evaluation of tenders.

The formal evaluation tender result shall be disclosed to all tenderers by the competent committee, via its registration with the System and by sending via the System a relevant e-mail.

For any rejected tenders, the reasons of exclusion are set out in detail for each one of them

If a tenderer submits a written request via the system related to the provision of relevant information pursuant to article 300, Law 4412/2016 (Directive 2014/25/EE article 75), regarding this or any subsequent phase of the Tender, the requested information is provided via the system, at the latest within fifteen (15) days from

receiving the application, without prejudice to paragraph 3 of the same article of the above law.

7.2.5 Tenderers whose tenders are rejected have the right to submit an appeal in accordance with article 9 of this document.

7.3 Management of formally rejected tenders

The original Tender Participation Guarantee Letter shall be returned against receipt to any Tenderer excluded by the Committee.

Such return shall be carried out upon the lapse of the deadline for submitting an appeal or using legal remedies in general. Moreover, these data may be received by the tenderer even before the expiry of these deadlines, if the tenderer sends via the System a digitally signed Letter stating that it waives the right to submit an appeal and use any legal remedies in general. Otherwise, the Participation Guarantee Letter shall be returned to the tenderer following any decision rejecting the appeals and the legal remedies in general.

The technical and financial tender shall remain in the system without being accessible to anyone.

7.4 Electronic Opening of technical tenders – access of participants

7.4.1 Technical tenders shall be electronically open following a relevant notification to the participants whose tenders have been deemed formally acceptable as per above by the Committee designated for this purpose by the System.

7.4.2 At the aforementioned date and time Envelopes B (Technical Data) shall be opened.

Following the opening of tenders, all of the technical data shall be immediately electronically accessible to all the as per above tenderers, minus any specific and special data included at the tenderers case and responsibility, pursuant to paragraph 6.1.1.3 of this document, designated and marked as "Tender's Confidential Data" to safeguard their interests, as the information in question are protected by commercial, industrial or professional etc. they consider that the items in question are protected by commercial, industrial or professional, etc. confidentiality. If the tenderer fails to designate as per above said data of its tender, PPC bears no responsibility if they are published following the electronic opening of the tenders.

Article 8

Technical and Economic Evaluation of the Bids

8.1 Evaluation procedure of tenders

8.1.1 Tenders are evaluated in three consecutive stages:

- Evaluation of fulfilling economic/financial sufficiency, technical and professional capacity and compliance with the Trade and Financial Terms of the Tender Notice Documents and the contract draft attached to it.
- Checking technical data of admissible tenders - Marking Calculating them based on the award criteria
- Opening - Evaluation of Financial Tenders
- Submission of optimal final financial offers

8.1.2 Communication with Tenderers

The competent committee in order to fulfill its duties:

- a. may directly communicate with the Bidders via the System, for the provision, within a set period that the Committee shall decide each time but cannot be less than seven (7) days from the notification date of the relevant invitation without the tenderer's consent, of necessary clarifications on the already submitted records and documents and the submission of supplementary documentation about the technical part of the bid, provided said clarifications do not change the specific requirements of the Tender Notice and in no way do they constitute a counter-bid. Any clarification or supplementation submitted without being requested by PPC is not taken into account.

Furthermore, PPC can ask for information from other sources, take into account and consider any other data that can influence its judgment.

8.1.3 Announcement of technical evaluation result

The evaluation result of the tenders during all phases of the technical (including a relevant brief justification of the tenders' marking) and economic evaluation is disclosed to all tenderers by the competent committee, via its registration with the System and by sending, via the System, a relevant e-mail.

For any rejected tenders, the reasons of exclusion are set out in detail for each one of them.

If a tenderer submits a request via the System related to the evaluation results of its tender after the completion of each phase of the technical and financial evaluation and if these results have not been previously given in accordance with the above, the requested information is provided also via the system, the latest within fifteen (15) days from receiving the application, in accordance with article 300, par. 2.B, Law 4412/2016 (Directive 2014/25/EE article 75 par 2.B), without prejudice to par. 3 of the same article.

8.2 Stage I: Checking whether the selection and compliance criteria comply with the commercial terms of the Tender Notice.

8.2.1 The competent Committee examines in detail and evaluates all supporting documents and records in Envelope B related to the selection criteria to see if the tenderer fully meets the participation conditions of the Tender Notice regarding its financial, technical and business capability and qualifications to implement the contract scope in the framework of the commercial terms of the Tender Notice.

8.2.2 Rejection of bids that do not meet all selection criteria

The tenders that do not meet the selection criteria, the requirements of the technical specifications and the commercial terms of the Tender Notice and the contract draft attached to it are characterized as technically inadmissible and are excluded from the further procedure of the marking.

The result of the above Stage is announced to the tenderers in accordance with above par. 8.1.4.

The Tenderers whose tenders are rejected in this tender stage have the right to appeal, as per article 9 of this Document.

In case of rejecting a tender, after the lapse of the deadlines for filing an objection and the remedies in general or if they are filed, after the rejection decision on said remedies, the financial tender stays in the system without being accessible by anybody. The Participation Guarantee is transferred to its issuer.

8.3 Stage II: Evaluation of technical data of admissible tenders - Marking them based on the award criteria

8.3.1 Contract award criteria

An award criterion is the most financially advantageous tender among all technically admissible tenders, which is determined based on the best price-quality ratio, as per the procedure described below.

The tenders are evaluated based on the combined evaluation of the Technical Tender with the weighting coefficient 70% and the Financial Tender with weighting coefficient 30%

The most financially advantageous tender from all the technically admissible tenders is the one with the highest Total Proposal Grade (TPGi):

The Total Proposal Grade is calculated for each bid (i) as follows:

Total Proposal Grade: $TPGi = [TMi / TM_{max}] * 0.70 + [FM_{min} / FMi] * 0.30$

Where:

TMi: The total technical grading for the proposal (i);

TMmax: the highest total technical grading among all proposals which were characterized as "technically accepted" according to the above procedure;

FMi: The financial tender of the proposal (i);

FMmin: the lowest total financial tender among all proposals which were characterized as "technically accepted" according to the above procedure

8.3.2 Grading of Technical Tenders

The competent Committee, after taking into account the provisions of the Tender Notice, checks and evaluates the submitted data relating to the award criteria and marks the admissible tenders based on the following award criteria:

- Track record and relevant experience in successful Public Affairs services, 30% in total, split as follows:
 - Experience in the energy and/or climate sector, extensive knowledge and understanding of the EU governance in decision-making process as well as the institutional access of the Bidder (15%).
 - Experience of individual project team members with emphasis on their participation in successful projects relevant to the scope of this project, including relevant experience of the senior members of the team (15%).
- Understanding of project requirements, detailed description of services to be offered and proposed methodology for the delivery of the entire scope of the project (40%).
- Proven previous experience in the Southeastern Europe –and in particular in the Greek- energy network and market / climate issues (30%).

When concluding the marking of the tenders based on the award criteria, the Committee justifies why some Tenders must be rejected.

Technical proposals with a total score less than 50% shall be rejected as technically inadequate and shall not be further evaluated.

The result of the Stage is announced to the tenderers in accordance with above par. 8.1.4.

The participants in this stage, whose tenders are rejected, have the right to appeal in accordance with article 9 of this document.

In case of rejecting a tender, after the lapse of the deadlines for filing an objection and the remedies in general or if they are filed, after the rejection decision on said remedies, the financial tender stays in the system without being accessible by anybody. The Participation Guarantee is transferred to its issuer.

8.4. Stage III Opening - Evaluation of Financial Tenders

8.4.1 Electronic Opening of technical tenders – access of participants

The financial data of the tenders that have been found inadmissible after the formal and technical evaluation are electronically opened by the competent Committee, on a date and time predefined in the System based on the progression of the technical evaluation of the tenders.

Immediately after the electronic opening of the financial tenders, the participants in this tender phase shall have full electronic access to their content.

8.4.2 Evaluation of financial tenders

The Committee then:

- checks if all supporting documents and data required according to par. 6.4 of this Document have been submitted.
- checks if the financial tenders include deviations from the Trade and Financial Terms of the Tender Notice Documents for their contained information.

If deviations of such nature are detected, the Tender shall finally be rejected and the Committee shall announce the result of the financial evaluation of the tenders according to the above par. 8.1.2b.

The tenderers whose tenders are rejected have the right to appeal in accordance with article 9 of this document.

8.4.3 Calculation of the total marks of the tenders - Determination of the order of successful tenders

The Committee then proceeds via the System to the total marking of each admissible tender following the procedure set in the Tender Notice.

It is noted that if the competent Committee sees in any of the financial tenders a deviation between the prices that are filled in by the tenderers in the special form of the System and the attached digitally signed corresponding financial tender, it prepares again the Lower Tender Table using the prices of the digitally signed financial tender and posts the corrected Comparative Table on the System.

The VAT imposed in Greece on the invoices issued by the Tenderer for PPC is not included in the award price and, therefore, is not taken into account in the comparison of the tenders.

The total marks of the tender as formed according to the above, is the comparative marking of the tender based on which the order of the lower tender is decided.

In case of equivalent tenders, with the same final marks, the order of the lower tender is determined based on the highest total technical grading.

If even after applying the above criterion, there are still equivalent tenders, the order of the lower tender is determined by drawing lots. The lot is drawn at the offices of the Service which is the competent one for the Tender, following a relevant timely notification, in the presence of the representatives of the ones that have submitted equivalent tenders, if they so wish.

The competent Committee in the end prepares and signs the Tender Evaluation Register.

8.5 Submission of optimal final financial offers

Upon completion of the technical and financial evaluation of the initial tenders and the downgrading of the list of bidders submitting accepted bids, the Commission shall post to the System the above mid-term evaluation of the bids.

Then they are called the first and the second in a series of lowering Economic Operator, as well as those who submitted bids whose assessed price or overall rating deviate less than 10% from that of the original bidder to electronically submit the final and best financial offer to the System within a specified time limit.

Other bidders are excluded from the further Negotiation Process.

It is noted that the final and best financial offer of each of the invitees invited by the above competitor:

- It will refer to and will be required to refer to the originally stated technical data as it will be developed after the technical assessment.
- It should be equal to or lower than the financial offer initially submitted to the System.

Any submission by a tenderer of a final and best financial offer with prices higher than those offered in his original offer is expressly determined to be in breach of the obligations undertaken by the tenderer by participating in the competition and giving the contracting entity the right to take over the Letter of Guarantee for participation in the Contest.

The offered optimal final price of the Bid will be used for the final evaluation of the bids and for the determination of the final series of discounts.

In the case of equal offers, a draw is made on the basis of which the final order of deduction will be formed. The draw is carried out at the offices of the Competent Authority for the Tender, after a timely notice in the presence of representatives of the eligible bidders, if they so wish.

The VAT charged to Greece on the invoices to be issued by the Offeror to PPC will not be included in the price and will not be taken into account when comparing bids.

8.6 Proof of legalisation and no occurrence of reasons for the exclusion of the successful tenderer/s

Upon concluding the of the tenders and deciding on the order of the lower tenders, as per the previous paragraphs of this article, including the conclusion of the lot drawing procedure in case of more than one successful tenderers with equal tenders, and the judgment of any appeals by the competent Authority, the tenderer to whom an award is to be proposed is invited within a deadline of twenty (20) days the maximum from the relevant notification sent via the System to furnish the documents of paragraph 6.2.B.

If the special provisions governing the issuance of the supporting documents do not stipulate a validity period, they are considered valid and applicable if the issuance date falls within six (6) months before the date of documentation submission. The sworn statements that may be furnished to replace supporting documents must also bear the date which falls within six (6) months before the date of documentation submission.

The documents are submitted via the System, in an electronic file, in accordance with par. 6.1.1.1 of this document for the submission of tenders. The Tenderer is required to furnish the above documents, if requested, also in a printed format.

The competent Committee then checks the participation supporting documents. If no supporting documents are furnished or there are omissions in the submitted documents, the successful tenderer is given a five (5)-day deadline from the date the relevant notification was given via the System to furnish said documents or supplement them. PPC can extend the above deadline for fifteen (15) days the maximum provided this is sufficiently justified.

When the successful tenderer submits all required documents in proof, they are posted at an accessible part of the System and all tenderers that have submitted an admissible tender are invited to see the documents via the System.

If the candidate contractor, after the granted extension, does not timely submit all or part of the each-case required supporting documents or it is proven during the checking that the tender participation conditions are not fulfilled, exclusion from the further procedure is presumed and the tenderer with the immediately more financially advantageous tender based on the contractual award criteria is invited to furnish said supporting documents. If none of the tenderers submits - furnishes one or more of the award documents and supporting documents, the tender is canceled.

Prior to notifying the candidate contractor about the award decision, the candidate contractor is invited by PPC and is obliged to update any of the supporting documents for the non-occurrence of the exclusion reasons of paragraph 6.2.B whose validity has expired and the relevant statements.

The competent Committee in the end prepares and signs the Tender Evaluation Register.

Article 9 Tenderers' Appeals

- 9.1 For any disputes arising at any and all stages of the tender procedure between PPC as a Contracting Authority and the Economic Operators, the procedures stipulated in the provisions of Book IV, Law 4412/2016 and the Regulation for Examining Interlocutory Appeals before the Interlocutory Appeal Examination Authority (IAEA) (Presidential Decree 39/GG A' 64/04.05.2017) apply as in force.
- 9.2 Any, as per above, appeal shall be submitted electronically via the System and IAEA shall be notified via the System.
- 9.3 A standardized form is used to file an appeal, pursuant to article 8, Presidential Decree 39/2017, and the following are attached to it in an electronic Portable Document Format (PDF) or similar file format:
- the relevant appeal document, with the indication "interlocutory appeal" at the beginning of its name. The appeal must bear a advanced electronic signature, pursuant to paragraph 1.4 of document 1 of the Tender Notice.
 - The relevant proof of fee payment in accordance with article 5, Presidential Decree 39/2017.
- 9.4 The submission date of the appeal is the date of its submission and notification of IAEA in the System.
- 9.5 Any interested third party is informed of the submitted appeal via the System via an e-mail by the Corporation.
- 9.6 The Authority's decision is disclosed electronically while at the same a relevant e-mail is sent via the System to the respective plaintiff.
- 9.7 The deadlines for filing interlocutory appeals and using any subsequent legal remedy shall not obstruct the progress of the tender procedure, subject to the provisions of articles 364, 366 and 372, Law 4412/2016 (Directive 2014/25/EE).

Article 10 Award of contract – Termination of Tender Award notification

- 10.1 The Tender shall be completed with the approval of its result by the authorized bodies of the Corporation. The approval decision also includes any Tender improvements accepted by the successful tenderer.
- 10.2 The validation of the contract award is disclosed, via the System, to the Contractor with a letter inviting him to furnish, within a reasonable time

frame, all the necessary information and certificates stipulated by the applicable law for the signing of a contract of such value.

At the same time, the above award is also announced electronically, via the System to the other Tenderers having submitted admissible tenders.

PPC informs electronically, via the System, pursuant to paragraph 2.γ, article 300, Law 4412/2016 (Directive 2014/25/EE, article 75 par. 2.c), following a tenderer application, on the selected candidate contractor and the advantages of its tender, within a reasonable deadline which cannot be more than fifteen (15) days from the date of receipt of a written application.

10.3 In the event of a joint venture/association of legal persons, the award shall be in the name of all its members and a relevant clause shall be inserted in the agreement according to which each one of its members shall jointly, indivisibly, severally and in whole be responsible and liable to PPC and shall be represented by a joint representative; PPC shall check the substantial participation in the joint venture/association of all its members throughout the term of the Contract.

10.4 In case of a Group of legal persons, the Contractor's Tender must be so formulated to ensure separate invoicing from the group's members according to the Greek tax law and practice. In the opposite case where the Contractor's tender does not meet the above condition, the Contractor is required before signing the Contract to take a legal form allowing for joint invoicing, the submittal of a certified copy of the document demonstrating that the above requirement is met being necessary in this case for the signing of the Contract.

10.5 PPC shall cancel the tender, if:

- a. the tender was unsuccessful due to no submission of tenders or due to rejection of all tenders or due to exclusion of all tenderers
- b. none of the tenderers appears to sign the contract.

10.6 Furthermore, PPC reserves the right:

10.6.1 to cancel the tender in whole or in part, if it deems that:

- a. the tender was carried out without observing the stipulated rules, thus influencing the outcome
- b. the outcome is unsatisfactory to the Corporation
- c. the competition was inadequate
- d. the Corporation's needs have changed
- e. proper implementation of the contract is not possible due to force majeure.

- 10.6.2 to partially cancel the tender if faults or omissions are found at any stage or according readjust the outcome or decide its repetition from the point the fault or omission occurred.

Article 11

Content and signing of the Contract

- 11.1 The content of the Contract shall be determined according to the terms of the Tender Notice and the contractor's tender, as approved by the competent body of the Corporation.
- 11.2 At the same time, the Contractor is invited by PPC to furnish, within a reasonable time frame, the Good Performance Guarantee Letter, any of the supporting documents for the non-occurrence of the reasons for exclusion stipulated in paragraph 6.2.B, whose validity has expired and in case of a legal person the decision of appointing a representative to sign the Contract.
- If the special provisions governing the issuance of the supporting documents do not stipulate a validity term, then they are considered valid and applicable if the issuance date is within the six-month period prior to their check date. The sworn statements that may be furnished to replace supporting documents must also bear a date within the six-month period prior to their check date.
- 11.3 Once the content of the contract is determined and the above supporting documents have been furnished, the Contractor is invited to sign the contract within a deadline that cannot be shorter than ten (10) calendar days from the notification of the award decision via the System.
- 11.4 If the Contractor does not appear within the above deadline, the Corporation shall have the right to declare it in forfeit and then initiate discussions with the other Tenderers by order of lower tender to select a Contractor, provided that their tenders are valid or they accepted them to be valid.

Article 12

Reservations and rights of PPC

- 12.1 Participation in the Tender (submission of tender) equals to a tenderer's statement that it is fully aware of all the terms, information and documents of the Tender Notice.
- 12.2 PPC reserves the right to mode the tender submission date or bring any change to the documents of the Tender Notice. These changes shall be included in the relevant Supplements of the Tender Notice, the issuance of which will be published as the Tender Notice.

- 12.3 PPC shall bear no responsibility and shall not be liable in any case to compensate the Tenderers for any expense or damage they may have suffered for the preparation and submission of their Tenders, in particular if the latter are not admitted or the tender is canceled at any stage and time and for any reason or cause. Consequently, those involved in the tender and submitting tenders, whether or not the latter were finally accepted, do not possess any right against PPC deriving from this Tender Notice and their general participation in the tender.
- 12.4 The tender, submitted in accordance with the terms of the Tender Notice, is considered a proposal to PPC and not an acceptance of a proposal by PPC.
- 12.5 Any omission in the submission of the Tender or the signing of any contract, shall not entitle a Tenderer to invoke it in order to qualify for exemption or mitigation of its obligations.
- 12.6 The conditions and restrictions relevant to the submission of Tenders are for the benefit of PPC that is entitled, before the submission of tenders, to waive them, without giving rise to any right to the Tenderers or other third parties.

Attachments:

- Annexes I to III



Material & Purchasing Department
55, Stournari Str.
104 32 Athens, GREECE

Tender Notice No: **M&PD 51719052**

Date: **05.07.2019**

Scope: **PUBLIC AFFAIRS SERVICES
TO PPC in BRUSSELS**

ANNEXES OF STANDARD TENDER DOCUMENT 2

TENDER DOCUMENT 2 OF 6

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ANNEX I

Financial Tender Form

S/N	Description	Quantity	Measurement Unit	Offered unit prices in Euro		Total (€)
				In words	In figures	In figures
1.	Public Affairs Services	24	months			
Total Bid Price						

Date:

The Bidder

Signature

Name, Title of Undersigned

Stamp of Economic Operator

Note: All the amounts of the financial tender in Euro must be written both in figures and in words in designated fields. If any discrepancies, the prices written in words will prevail.

ANNEX II

Table of Price Allocation

The Total price in EURO shall be paid as follows:

MEMBERS OF THE JOINT VENTURE/ASSOCIATION OF ECONOMIC OPERATORS	PRICE IN EURO	
	In figures	In words
.....
.....
.....
.....

ANNEX III

Declaration regarding Conflict of Interest

BIDDING COMPANY:

Name:

Address:

In fulfilment of the requirements of the Invitation for Tenders concerning Public Affairs services to Public Power Corporation S.A., *[.....Name of the Company.....]* duly represented herein by *[.....Name(s).....]* as well as the undersigned members of the proposed team, hereby declare that, throughout the duration of a contract with PPC potentially awarded in the context of the aforementioned Tender and according to the provisions thereof, and regarding the scope of work carried out within the scope of such a contract with PPC, we shall not enter into agreements and/or contracts with third parties that might result in a conflict of interest for *[.....Name of the Company.....]* and/or any member(s) of the team as regards the services to be rendered to PPC.

We furthermore declare that we do not have any relationship of economic nature or dependence in any other way on PPC's direct competitors and/or their affiliates, in a way that might result in a conflict of interests.

Authorized Signatures for *[.....Name of the Company.....]*:

<i>[.....Name.....] [...Title...]</i>	<i>[...Date...]</i>	<i>[...Signature...]</i>
<i>[.....Name.....] [...Title...]</i>	<i>[...Date...]</i>	<i>[...Signature...]</i>

Team Members:

<i>[.....Name.....]</i>	<i>[...Date...]</i>	<i>[...Signature...]</i>
<i>[.....Name.....]</i>	<i>[...Date...]</i>	<i>[...Signature...]</i>
<i>[.....Name.....]</i>	<i>[...Date...]</i>	<i>[...Signature...]</i>
<i>[.....Name.....]</i>	<i>[...Date...]</i>	<i>[...Signature...]</i>



Material & Purchasing Department
55, Stournari Str.
104 32 Athens, GREECE

Tender Notice No: **M&PD 51719052**

Contract number:

Date: **05.07.2019**

Scope: **PUBLIC AFFAIRS SERVICES
TO PPC in BRUSSELS**

CONTRACT AGREEMENT

TENDER DOCUMENT 3 OF 6

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CONTRACT AGREEMENT

In Athens, today, on¹..... the contracting parties:

- a) the first contracting party under the name Public Power Corporation S.A. and the distinctive title PPC SA (hereinafter PPC or Corporation), seated in Athens, 30 Halkokondyli, P.C. 104 32, as in this case legally represented by²....., acting hereby by virtue of and in execution of decision No³..... issued by⁴.....; and
- b) the second of the contracting parties⁵..... (hereinafter the Contractor), seated in⁶..... and legally represented in this case by⁷.....,

agreed, concluded and mutually accepted the following, without any prejudice:

Article 1 Contract Documents

- 1.1 The Contract consists of the following Documents, which, when signed by the Parties, constitute an integral whole:
 - a. Contract Agreement
 - b. Special terms of contract
 - c. General terms of Contract
 - d. Confidentiality Agreement
 - e. Good Performance Letter of Guarantee
- 1.2 The order of appearance of the documents in the previous paragraph determines the validity order of the terms of each one in case of differences in the text or the interpretation of the terms of two or more Documents.
- 1.3 It is explicitly agreed by the contracting parties that the Contract is the sole agreement for the scope in question and all documents that have been exchanged prior to its signing and any discussions and agreements of any nature and description whatsoever carried out either orally or silently and were not included in this Contract shall be considered null and void, without any legal result, not binding the contracting parties and not considered for the interpretation of the terms of this Contract. Any act or action of the Contractor, necessary for the completion of the scope, must be in strict compliance with the requirements and

provisions of the Contract even if the act and action is not specifically mentioned in the Contract.

- 1.4 It is also explicitly agreed that all the terms of the Contract are equally substantive and that any future amendment of any Contract document shall be only in writing (Supplements, Modification Orders etc.).

Article 2

Object of Contract

- 2.1 With this contract, the Corporation assigns and the Contractor assumes the obligation to provide timely, artfully, perfectly, efficiently and safely the services under the scope Public Affairs Services to PPC in Brussels, as analytically mentioned hereby and the other contractual documents, so as to be appropriate for the use and purpose they are intended and in full compliance with the terms of the Contract.

- 2.2 The Consultant shall support PPC in promoting its interests at political and institutional level, in particular towards the European Union decision-making processes, regarding energy and climate-related, ongoing and/or upcoming legislative procedures and initiatives of the EU Institutions.

The Consultant shall provide PPC with

- Public Affairs Consulting,
 - Strategy Consulting,
 - Political Communication,
 - Media Relations (where requested – e.g. media monitoring, establishment of reaction strategies and mechanisms for PPC),
- regarding energy- and climate-related legislative procedures and initiatives of the EU Institutions, including but not limited to:
- Implementation of the Clean Energy for all Europeans Package and of the Energy Union.
 - Renewable Energy Sources and Energy Storage.
 - EU Emissions Trading System, Innovation / Modernization Funds.
 - Long Term Greenhouse Gas Emissions reduction strategy.
 - Policies / Legislation on Natural Gas and Natural Gas Networks.
 - Coal Regions in transition.
 - CESEC Initiative.
 - Sustainable Finance Action Plan.
 - Multi-annual Financial Framework.
 - Digitalization of energy – smart technologies.
 - Decarbonization through electrification (mobility, heating-cooling etc.).
 - EU Funding Instruments for Innovation and Infrastructures (e.g. Horizon 2000, Connecting Europe Facility etc.).

In particular, the following services shall be rendered, as appropriate, for all topics of interest to PPC:

- Mapping of key stakeholders, interest groups, key decision makers – analysis of their interests – identifying potential allies / opponents.
- Monitoring, analysis and evaluation of all developments within the European Union related to the promotion of the Company's interests / positions.
- Monitoring media and any other sources of information that may be related to the promotion of the PPC's positions, also establishing and supporting reaction strategies and mechanisms on PPC's side.
- In view of the above, the consultant shall develop / propose to PPC, the communication and negotiation strategy to be followed in order to promote its positions more effectively, with particular emphasis in setting up the most appropriate, for every case, relevant argumentation.
- The consultant shall also prepare a high level integrated communication and public relations strategy not only in support of the above activities but also to promote PPC's profile in general. In this context the Consultant shall:
 - Propose an appropriate plan of contacts / relationship building with the European Union institutions (at the highest possible/recommended level) as well as with third parties' representatives / stakeholders, to support more effectively the positions and arguments of PPC. The Consultant shall proactively assist in achieving / setting up these contacts / relationships.
 - Propose the appropriate scheme of public relations (memberships in associations and think-tanks, meetings, events, articles, interviews and press releases, non-papers,) to effectively implement PPC's communication policy.

2.3 Deliverables to be provided by the consultant, as deemed necessary and as applicable, are:

- EU Stakeholder mapping(s).
- Analysis of key actors' interests and positioning.
- Monitoring of legislative and political developments at European Union level
- Strategic advice (integrated PA, communications and PR strategy, negotiation strategy)
- Position papers and other documents to support PPC positioning.
- Preparation and support of contact and relationship programme targeting EU decision makers and other stakeholders in Brussels.
- Participation in meetings and exchanges with PPC staff.
- Media monitoring.
- PR material and actions.
- Organisation of events (upon special agreement between the Parties).

- Written Reports following important events and/or developments in the Public Affairs process, clearly analyzing the situation and proposing suitable action to be taken, if applicable.
- A brief summary of activities, with reference to Reports and/or other communication to PPC to be submitted at the end of each contractual month.

The Consultant agrees to provide consultation as needed for the purposes of the advocacy aims of PPC, and to use its independent judgement in carrying out these services. The Consultant further agrees to determine, in conjunction with the PPC, the best means and methods for carrying out the services.

The Consultant agrees to undertake the services and to communicate all of its findings, observations and recommendations to PPC or its authorized agents with all due diligence in a timely manner during the term of this Agreement.

All services shall be rendered in Brussels in close cooperation with the Brussels Representation Office of PPC and, to the extent it is deemed necessary, in cooperation with PPC competent officials in Athens through e-mail and/or teleconferencing and/or any other suitable means of communication.

Article 3 Contractual Price

- 3.1 The Contractual Price (Contractual Budget) for the scope, as described in Article 2 of this Agreement, comes up to⁸.....
- 3.2 The Contractual Price is fixed and is not subject to any revision
The aforementioned monthly retainer fee shall also include all possible out of pocket expenses of the Consultant expert team, required for the provision of the services (e.g. travel, accommodation, subsistence, telecommunications, printing costs etc.), no further remuneration to the Consultant for such expenses to be provided for.
- 3.3 The Contractual Price includes all costs and charges referred to in Articles 17 and 19 of the General Terms.
In particular, the taxes and duties charged to the Contractor include a 0.06% deduction in accordance with article 350, par. 3, Law 4412/2016, which is calculated on the value of each payment before taxes and deductions of the Contract.

Article 4 Option Rights

PPC reserves the right to extend the duration of the contract, at its sole option, for an additional period of one calendar year, under, the same terms and conditions.

Article 5 Invoicing - Payments

Under the conditions of article 6 of the Special Terms and Article 18 of the General Terms, invoices and payments to the Contractor for the provision of services of article 2, of this contract, shall be made as follows:

- (1) The remuneration of the Consultant shall be a monthly retainer fee of ...[....Amount....]... Euros, plus VAT, if applicable.
- (2) Monthly retainer fees shall be invoiced at the end of each contractual month. Payment shall be effected within 30 days after receipt of a relevant, official Invoice of the Consultant along with a written, brief summary of the activities of said contractual month –as provided for in the last point of paragraph 2.3, provided that all necessary documentation required by the Greek legislation for such payment (e.g. Double Taxation Avoidance Form etc.) is in place.
- (3) For the avoidance of doubt, expenses related to the logistics of events (Conferences, Workshops, networking meetings etc.) are not included in the monthly retainer fee.

Article 6 Good Performance Guarantees of the Contract

- 6.1 The Contractor submitted today the Letter of Guarantee, No..... issued by9..... for an amount of € corresponding to 5% of the contractual price, with a validity term of10..... months from the date the Contract entered into force.
- 6.2 For any increase of the Contractual Price, if one or more increases exceed its ten percent (10%), the Contractor is obliged to submit a supplementary Good Performance Guarantee, the value of which shall correspond to the total of the increase of the Contractual Price.

Article 7

11

Responsibility of Joint Venture/ Association

- 7.1 It is explicitly agreed that all members of the Association shall jointly, indivisibly and severally in whole be responsible and liable to PPC for the fulfillment of any type of obligations undertaken under this Contract.
- 7.2 It is also agreed that they shall be jointly represented during the contract term and PPC shall check the substantial participation in the joint venture/ association of all its members throughout the term of the Contract.

Article 8 12

Guarantees regarding the capabilities of a Third Party

.....13.....

.....14.....

.....15.....

The Contractor is liable for all actions, activities or omissions of the Third party, in accordance with the provisions of Article 10 of the General Terms. If the Third Party does not fulfill its obligations towards the Contractor, in relation to the scope, PPC has the right to make use of the provisions of Articles 21 and 25 of the General Terms.

Article 9

Duration of Contract

The Contract enters into force from¹⁶..... and its duration shall be two calendar years.

This Contract is signed in two originals, one for the Corporation and one for the Contractor.

THE CONTRACTING PARTIES

FOR THE CONTRACTOR

FOR THE CORPORATION

ΟΔΗΓΙΕΣ

- ¹ The signing date of the contract is compulsorily written
- ² name and post in PPC of the party signing the contract
- ³ The approval decision of the Corporation competent body authorizing the party that shall sign the contract
- ⁴ The name of the authorizing body is written
- ⁵ Name of the Company that is awarded the contract or if a Joint Venture is awarded the contract, it shall be written: "the Joint Venture of Companies" according to the relevant Private Agreement or notary public deed establishing the joint venture, which is submitted in view of signing the contract
- ⁶ The address of the seat of the Contractor, and in case of a Joint Venture, as set forth in the relevant Private Agreement or notary public for the establishment of the joint venture, which is submitted in view of signing the contract.
- ⁷ For the Joint Ventures, the name of the representative shall be written, in accordance with the relevant Private Agreement or notary public for the establishment of the joint venture, which is submitted in view of signing the contract, who is authorized to sign the contract
- ⁸ The contractual price of the scope shall be written in Euro, in figures and in full, when the contract is prepared
- ⁹ The name of the issuer of the Good Performance Guarantee is written
- ¹⁰ The appropriate number of months is filled in by the service holding the tender also taking into account the contract completion schedule plus a margin for possible delays (i.e. for a project with final acceptance at eighteen (18) months, the maximum duration of the guarantee may be twenty two (22) months).
- ¹¹ When the Tender Documents are prepared, this Article shall be omitted if the Contractor is not a Joint Venture and the remaining articles shall be appropriately renumbered.
- ¹² When the Tender Documents are prepared, this Article shall be omitted if the Contractor has not stated that it shall use the financial, technical and/or business capacity of a third party and the remaining articles shall be appropriately renumbered.
- ¹³ The name and the legal representative of the party/parties lending its/their support to the contractor, the scope of the support, the cooperation way between the Contractor and the third party and the guarantees provided to the Contractor by it/them
- ¹⁴ If the capability to be borrowed concerns selection criteria about the availability of technical or business capacity (i.e. experience in the successful implementation of the same or similar scope, availability of certified personnel, availability of facilities and/or equipment), the following are added suitably adapted: "The party/parties lending the above support shall execute the contract scope for which the lend the specific capabilities. Replacement of any factor of the lent support is subject to PPC approval, in the meaning that the proposed replacement must equivalently meet the selection criteria of the party replaced. Replacement of the party lending its support to an economic operator constitutes substantive amendment of the contract, the necessity of which is checked in accordance with article 337, Law 4412/2016, also subject to PPC approval. If the replacement is approved, the replacing party must equivalently meet the selection criteria of the replaced party and prove that the reasons of exclusion do not exist, as it was done by the replaced party during the award phase of the contract"

-
- ¹⁵ If the tender notice has provided for the co-liability of the party lending economic and financial support for the implementation of the contract and the candidate contractor has stated that it accepts it, the following phrase is added suitably formulated: "the party/ parties providing economic and financial support are jointly with the Contractor liable for the execution of the contract"
- ¹⁶ Either the signing date of the Contract or any other date at the judgment of the Service is written



Material & Purchasing Department
55, Stournari Str.
104 32 Athens, GREECE

Tender Notice No: **M&PD 51719052**

Contract number:

Date: **05.07.2019**

Scope: **PUBLIC AFFAIRS SERVICES TO PPC
in BRUSSELS**

SPECIAL TERMS OF CONTRACT

TENDER DOCUMENT 4 OF 6

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PUBLIC POWER CORPORATION S.A.

Material & Purchasing Department
55, Stournari Str.
104 32 Athens, GREECE

**Scope: PUBLIC AFFAIRS SERVICES TO PPC
in BRUSSELS**

SPECIAL TERMS OF CONTRACT

**Article1
Representation of the Corporation**

The Competent Department of PPC for monitoring and checking compliance with the terms of this Contract at all stages of its implementation by the Contractor is Regulatory Affairs Department

The information of the above Department/s and the Corporation's representative are the following:

- Address:
Postal Address:
- Full Name:
- Telephone: +30
- Fax: +30
- e-mail:@dei.com.gr

The main contact person on the side of PPC shall be the Head of PPC's Representation Office in Brussels. Additional PPC officials may be appointed as contact persons at a later time.

**Article2
Representation of the Contractor**

Upon signing the Contract, the Contractor shall notify the Corporation in writing of his principal representative, who shall be duly authorized to represent him in all matters relating to the implementation of the Contract and to undertake, on his behalf, the settlement of any disputes and disagreements that may arise.

The below person is hereby appointed to be Contractor's representative:

Full Name:
Title:
Address:
Telephone:
Fax:
e-mail:

Article 3

Subcontractors– Sub-suppliers - Contractor's Cooperation with Third Parties

This article shall include the subcontractors proposed by the Contractor who will have been approved by the Corporation during the tender procedure and any necessary supplements or amendments of the provisions of Article 5 of the General Terms of the Contract. Otherwise, it will be written: "Article 5 of the General Terms of the Contract shall apply."

Furthermore, third parties, also proposed by the Contractor, who will support or cooperate with the Contractor in any possible way for the implementation of the Contract and who will have been approved by the Corporation during the tender procedure shall be recorded in this article. In these cases, the following term shall be added:

The Contractor is the sole and exclusive responsible party towards its cooperating third parties for the implementation of the services in accordance with the law, the applicable rules of ethics and also bears the responsibility for the payment of said third parties as well as for the fulfillment of any liability towards the State, social security funds and third parties, in general, in relation to its cooperating third parties. Furthermore, the Contractor is the sole responsible for any damage or loss its cooperating third parties may cause during the implementation of the contract.

Article 4

Contractor's Personnel

The Consultant's team assigned to the project includes:

...[...Name, function...]....
...[...Name, function...]....
...[...Name, function...]....
...[...Name, function...]....
...[...Name, function...]....
...[...Name, function...]....

The Consultant deserves the right to change the composition of the team, as the need arise, to guarantee optimal delivery of the contracted services. In such a case the Declaration of absence of Conflict of Interest and the Confidentiality Agreement shall be updated, as necessary.

Article 5

Contractor's responsibilities

5.1. In case of a retroactive change during the Contract term in any data regarding the conditions for the non-occurrence of the reasons of exclusion that the Contractor has stated that it meets and/or has provided the relevant proof in the framework of the tender before the conclusion of this Contract, the Contractor is committed that it shall notify PPC without any delay about said change, otherwise PPC can apply Article 25.1 of the General Terms on the termination of the Contract at the Contractor's liability.

The above apply also in case of non-compliance with the above obligation by the party/ies lending its/their support to the Contractor.

5.2 It is explicitly determined that if the Contractor:

- does not timely and duly provide documents confirming that there are no reasons for exclusion, whenever requested by the Corporation;
- has submitted inaccurate or false statements or falsified copies of private or public documents

then PPC may apply Article 25.1 of the General Terms for the termination of the Contract at the Contractor's responsibility and reserves the right to exclude the Contractor from any future tender procedures.

Article 6

Method of Payment - Documentation

Apart from Article 5 of the Contract Agreement on the compilation of certifications, payments and the required documentations, the following apply:

6.1 For the payment of the provided services, the following are required:

6.1.1 Certification of the provided services approved by the competent Service, according to the Contract's terms.

6.1.2 Following the above certification, the Contractor issues and submits an invoice to PPC, in accordance with the applicable tax law, within the timeframe foreseen by PPC.

6.2 Each invoice shall be issued in the name of PPC and along with the relevant certification shall be submitted by the Contractor to the competent Service accompanied by a letter of transfer, detailing the attached documents.

6.3 If the Contractor is from a foreign country with which Greece has signed a Double Taxation Convention to avoid double taxation, the Contractor is required by the Greek Authorities to fill in the relevant Form proving that that the Contractor pays taxes in its country. This form must also be signed by the taxation authorities of the Contractor's country. Furthermore, this form must be renewed every year.

If the Form (as originally signed) is not submitted to the Corporation, the invoice cannot be submitted to the Greek taxation authority and, therefore, cannot be fully paid.

6.4 Payments are to be made on the thirtieth (30th) day from the issuance date of the Invoice, provided the invoice is accompanied by the corresponding certificate of the above paragraph 6.1.1.

The price is fully paid to the Contractor and includes any type of costs arising from the implementation of this Contract.

Article 7

Modification of the Contract during its term

At any time PPC reserves the right, for whatever reason, to terminate the project following prior written notice of at least one (1) month. In the event of any termination

under this paragraph, the Consultant shall be entitled to be compensated, in accordance with the terms of this Agreement, for work actually performed in accordance with services agreed in an Appendix to this Agreement or any other form of written agreement, e.g. email exchanges up to the date of termination. In the event of early termination of this Agreement, any funds forwarded to the Consultant pursuant to clause V hereof that are in excess of verified compensation and/or reimbursement earned and/or actual non-cancellable expenses incurred in connection with this Agreement shall be promptly returned by the Consultancy to the PPC.

At any time during this assignment, PPC reserves the right to suspend the Project, two times maximum, for whatever reason, following one (1) month prior written notice. No fees corresponding to this period will be paid to the Consultancy and no work will have to be performed by the Consultancy during this period.

Article 8

Confidentiality of PPC Data - Personal Data Protection

8.1 PPC Obligations

- 8.1.1 PPC shall make all data related to the Services available to the Contractor, without prejudice to the provisions of the national and European legislation on personal data protection and any other relevant legislative provision of the Greek or foreign law on personal data protection.
- 8.1.2 PPC, being responsible for the processing of personal data, must fully comply with the national and European laws on personal data protection, as amended and in force each time, including Regulation 679/2016 of the European Parliament and the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC ("General Data Protection Regulation"), and as stipulated in the European Personal Data Protection Policy and are further regulated by the Personal Data Protection Authority.
- 8.1.3 More specifically, the Corporation bears the responsibility of informing natural persons, whose personal data are collected in view of its business activity, and of taking their consent for their transfer for processing to the Contractor and/or its subcontractors. It also accordingly informs the Personal Data Protection Authority, if this is required by the Authority or the applicable law.

8.2 Personal Data Protection - Contractor's obligations and responsibilities

- 8.2.1 The Contractor accepts that during the implementation of the Contract scope, data and/ or algorithms and/or methods and/or trade secrets of PPC shall be used.
These data are confidential and the Contractor should take all necessary measures for their protection.
More specifically, the Contractor:
 - must explain these obligations to all its personnel which will handle such data, and hold training sessions to this effect.
 - shall not disclose any of the above data to third parties without the written permission of PPC.

- shall not use any such data or/and information related to the Contract for any other purpose without the written permission of PPC.

In the event of information leak, PPC shall be able to claim damages reserving all its legal rights.

To ensure the above, apart from this Contract, the Parties concluded the attached "Confidentiality Agreement" which constitutes an integral part of the Contract. The agreement's terms apply for any piece of information provided by PPC to the Contractor in relation to the scope of this Contract.

- 8.2.2 As the the Processor of the personal data that might have come to his knowledge, by virtue of this Contract, the Contractor is obliged to fully comply with the national and European legislation on personal data protection, as amended and in force each time, including Regulation 679/2016 of the European Parliament and the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

The Contractor must fully cooperate with the Corporation and the Legal Affairs Department to ensure that all the conditions under the relevant law for the legal collection, processing and/or transfer of personal data are satisfied.

- 8.2.3 If personal data are transferred to a country outside the European Union, under this Contract, the Contractor undertakes the obligation to fulfill the relevant conditions and inform the Personal Data Protection Authority about the intended transfer and its technical or other details.

The relevant compliance cost is fully borne by the Contractor.

- 8.2.4 Should a remedy action or any other legal instrument be sought against the Corporation by a third party before Greek or foreign courts or an appeal be lodged before the Personal Data Protection Authority for violation of the national, European or other law on personal data protection from this Contract, the Contractor shall full support the Corporation in all matters of substantive and procedural law that may arise and cooperate with the Corporation and the Legal Affairs Department during the relevant procedure.

- 8.2.5 If the Contractor violates the compliance obligation with the provisions of the national and European laws on personal data protection under the above, it must remedy any loss suffered by PPC due to this reason (imposition of fines etc).

Article 9

Intellectual Property

The Consultant shall not use PPC's name, logos, trademarks, trade names or other proprietary rights in any advertisement, publicity, communication, publication or other work without the prior written consent of the PPC. The Consultant acknowledges and agrees that PPC has the exclusive rights on PPC trademarks, and that any goodwill arising therefrom shall be for the benefit of PPC only.

The Consultant undertakes the responsibility to make all reasonable endeavours and shall co-operate with PPC, at no cost for PPC, to protect PPC's proprietary rights. The Consultant shall refrain from any action, which may impair or damage the goodwill or reputation of PPC or PPC trademarks and/or bring PPC or PPC trademarks into disrepute.

If in the course of performing the services under this contract, the Consultant authors a copyrightable work, the Consultant hereby grants to PPC the exclusive, perpetual, assignable and in all respects unlimited license for all present and future uses, to grant licenses to third parties, world-wide, without any limitation in time, whether for the purpose intended upon development or such work or for any other purpose and to assign, loan and/or lease such copyrightable work to third parties. Rights agreed hereunder shall survive the termination of this contract. Rights agreed hereunder shall be deemed fully paid with the compensation agreed and the Consultant shall have no right to any additional compensation. Accordingly, the Consultant agrees to execute all documents that are necessary to effectuate such license.

Article 10

Compliance with the EU and Greek Legislation

The Contractor guarantees that the solutions - proposals offered by him fully comply with the EU and Greek Legislation after incorporating the relevant provisions proposed by the Contractor.

Article 11

Differentiation of legal and institutional framework of the Greek energy market

Up to the completion of the Services there are likely to be changes in the legal and institutional framework of the Greek energy market. For each change, as long as it affects the completion of the services, the implementation plan shall be modified in agreement with the Contractor.

Article 12

Certification and Acceptance of Services by PPC

For the certification and acceptance by PPC of the provided services, Article 22 of the General Terms of the Contract shall apply.

Article 13

Conflict of Interests

The Contractor as well as all members of the project team declares that, throughout the duration of the project and regarding the scope of work of the project they will not undertake other projects that might result in a conflict of interest for the Consultant as regards the services to be rendered to PPC. They also declare that they do not have any relationship of economic nature or dependence in any other way on PPC's direct competitors and/or affiliates of the latter, in a way that might result in a conflict of interests. All the above restrictions shall remain in force throughout the project.

Article 14

Jurisdiction - Contract Law

This Agreement may be amended in writing only. This written form requirement also applies to any modification or repeal of this clause.

The Agreement is binding upon the parties hereto as well as any successor in business of either of the parties, but is not otherwise assignable.

This Agreement constitutes the entire agreement between the parties hereto, pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, except for those contemplated hereunder and not inconsistent herewith.

Any provision of this Agreement which is prohibited and unenforceable in any jurisdiction, shall be ineffective as to such jurisdiction, and to the extent of such prohibition or impossibility of enforcement, without invalidating the remaining provisions thereof or affecting the validity or enforcement of such provision in other jurisdiction, provided, however, that if the stricken provisions materially impact the practical economic benefits of this Agreement, the parties to this Agreement shall negotiate in good faith to agree upon a resolution that restores such scientific, practical and economic benefits, and, provided further that if the parties are unable to agree upon such resolution, either party may terminate this Agreement.

This Agreement shall be construed under and governed by the laws of Greece.

Any dispute arising from or in any way related to this Agreement shall be referred to the jurisdiction of the courts in Athens. Notwithstanding the above, in the event of any actual or threatened breach of this Agreement, the Party that suffers shall be entitled to apply to any court of competent jurisdiction for equitable relief, including injunctive relief, specific performance, or both.

The parties agree that the following provisions shall survive the termination or expiration of this Agreement: Articles 8, 9, and 12.

THE PARTIES

FOR PPC

FOR THE CONTRACTOR

Attached:

- Confidentiality Agreement (Draft)

CONFIDENTIALITY AGREEMENT

In Athens, today, on the following were agreed, concluded and mutually accepted by the hereby contracting parties: the societe anonyme trading under the name "Public Power Corporation" (PPC), seated in Athens, 30 Halkokondyli Street, dully represented herein by and the company seated in dully represented herein by

1. PPC, hereby the "Corporation", has signed the Principle Contract, No. with the second contracting party, hereinafter the "Counter Party", in order to provide PPC SA with the service ".....".
2. The Counter Party undertakes hereby to adhere to strict confidentiality with regard to the Confidential Information provided or accessible due to its capacity and relationship with the Corporation.
3. **Definitions. Cooperation. Confidential Information.**

The term Cooperation includes the principle contract between the Counter Party and the Corporation due to which this Confidentiality Agreement is signed and/or any other cooperation or negotiation between the Counter Party and the Corporation during the term of the principle contract or in view of concluding a significant commercial, economic or investment agreement between them.

The term Confidential Information means the Cooperation between the Corporation and the Counter Party and any other commercially significant information related to the organisation, the services, the financial structure, the financial policy, the Corporation's cooperations and investments and/or its associated companies, which has come to the hands of the Counter Party in any way and in any tangible or intangible form. Furthermore, Confidential Information means any information characterized by the current stock exchange law as confidential and which is known to the Counter Party during the execution and on the occasion of the Cooperation and/or this Contract.

4. Counter Party's Obligations

The Counter Party, more specifically, undertakes the following obligations:

- a. - not to use the Confidential Information for any other reason other than the scope of the work related to the principle Contract.
- not to disclose the Confidential information to other associates employed by the Corporation or third parties, with the exception of the cases that it is necessary to conclude the project undertaken and only following a relevant written order of the Corporation and its consent.
- not to reproduce any of the Confidential Information or store it in an electronic form, unless only in order to conclude the project undertaken by the Contracting Corporation. In case of reproducing the information in whole or partially, the copies must bear the notation "COPY" and a file with all copies must be kept.
- to keep in safety all the Confidential Information and any other item containing Confidential information.
- to return, at any time, upon request of the Corporation, all or part of the Confidential Information in its possession.
- not use the Confidential information for their own financial benefit to be gained, particularly by the acquisition or transfer of the Corporation's shares or other rights

on the Corporation's assets either by itself or via third interposed persons, as per Presidential Decree 53/1992 and any other relevant provision on stock exchange law.

- b. Cooperate with the Corporation's Shareholders' Service Team and provide any data considered necessary for the monitoring of the transactions on the shares or derivatives of PPC and the Companies associates; and
 - c. Not proceed to transactions of shares and derivatives of PPC and its associate companies without compliance with the provisions of article 31, paragraph 2 of the applicable PPC Operation Regulation, for which the Counter Party states hereby that it has been aware of.
5. If the Cooperation of the Counter Party with the Corporation ends or is terminated for any reason or whenever is requested by the Corporation even before the termination or expiry of the Corporation or violation of the terms of this contract in any way by the Counter Party, it is required:
 - (a) to immediately stop using forthwith the Confidential Information;
 - (b) to promptly deliver the Corporation any objects or documents with Confidential Information at its possession or, in violation of the terms of this contract, at the possession of third parties; and
 - (c) to provide in writing a list of names and addresses of third persons to whom the Counter Party has disclosed Confidential Information, according to the terms hereof, or in violation thereof.
6. It is explicitly agreed that if the Cooperation of the Counter Party with the Corporation expires or is terminated, the obligations of article 4, par. a, shall continue to be borne by the Counter Party for ten (10) years after the termination of the Cooperation in any way.
7. It is explicitly agreed that in case of violation of the obligations assumed hereby, the Counter Party bears the exclusive responsibility for the repair of any loss of the Corporation.
8. Beyond to his contractual and civil liability under the law, the Counter Party also bears the criminal liability as per the relevant legislative provisions for the protection of Business and Industrial Secrecy, in particular with article 371 of the Criminal Code and the provisions of articles 16, 17, 18 of L. 146/1914 on Unfair Competition, and the provisions on stock exchange law on the obligation of confidentiality and non-use of confidential information.
9. The Contractor undertakes the obligation towards PPC:
 - A) not to provide, directly or indirectly, advice to PPC competitors for matters related to PPC and its operation unless PPC has given its written consent.
 - B) not to engage in any project, subject of the (jointly) assessment of which shall be the Confidential Information involved in the specific project.This obligation of the Contractor shall be valid during the term of this contract and for a period of two (2) years after project completion.
10. None of the Parties assigns the other patents, inventions, trade secrets, intellectual rights or any other industrial or intellectual property rights.
11. It is explicitly agreed that for any dispute arising out of this Contract, the Courts of Athens have the exclusive jurisdiction.
12. Any amendment of the terms and conditions of this Contract shall only be in writing, upon agreement that the written form shall be a constituting component and excluding any other document or any other means of proof, including oath.

13. Without prejudice to par. 6 above, this Contract enters into force as from its signing date and until its termination of the Cooperation in any way between the Corporation and the Counter Party.

Upon agreeing and mutually accepting the above, the contracting parties drew up this Contract in witness whereof, which after being read and confirmed, was signed and each of the contracting parties received one original copy.

THE PARTIES

FOR THE CORPORATION

FOR THE COUNTER PARTY



PUBLIC POWER CORPORATION S.A.

Support Operations

Material & Purchasing Department
55, Stournari Str.
104 32 Athens, GREECE

Invitation to tender: **M&PD 51719052**

Date: **05.07.2019**

Scope: **PUBLIC AFFAIRS SERVICES TO
PPC in BRUSSELS**

GENERAL TERMS OF CONTRACT

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Article 1

Terms - Definitions

For the Contract's interpretation or for any correspondence relevant to the Contract, the following terms shall have the meaning respectively provided below:

- Corporation: The Public Power Corporation S.A. (PPC)
- Contractor: The legal or natural person, which has been awarded the Service Contract.
- Contract: The written agreement between the Corporation and the Contractor for the provision of the Services. This term also includes any addenda to the Contract.
- Parties/
Counter-parties: The Corporation and the Contractor.
- Service provision: The object of the Contract, as this is specified in the Agreement.
- Defects: Any and all damaging deviations from the stipulations of the Contract by the Contractor or any absence of the service properties provided by the Contract, or failure to comply with any relevant provisions of the Contract; all faults and/or erroneous calculations, any and all defects or imperfections as defined according to the rules of science and craftsmanship, as well as any omission by the Contractor concerning the provided services and any legal defects.

Article 2

Language - Correspondence and Documents

- 2.1 The official language of the Contract is Greek.
The Technical Specifications, as well as the other technical information included in the Contract, may be written in English at PPC's discretion.
- 2.2 The correspondence between the Corporation and the Contractor shall be effected in Greek, through the competent department each time, as specified in the Special Terms of the Contract.
In case of emergency and if deemed necessary, correspondence may be effected in English, provided that the official Greek document will follow.
- 2.3 Any words or phrases noted on drawings, tables, signboards or diagrams prepared by the Contractor, as well as any technical documents to be submitted, may be written in English.
- 2.4 The approvals granted to the Contractor by the Corporation, as well as the correspondence between the parties, may be effected by fax or electronic

means (e.g. e-mail), based on the requirements specified in the Special Terms. In this case, the information sent as described above will be considered as delivered on the date of approval or correspondence.

Article 3

Representation of the Corporation

- 3.1 The administration, monitoring and inspection of the provided services will be performed by the Corporation, through the competent Departments whereto or on behalf of which such services are provided. Such responsibilities include monitoring and inspecting the quality and quantity of the provided services, and in general ensuring the Contractor's compliance with the Contract terms.
- 3.2 The exercise of such duties by the pertinent bodies of the Corporation in relation to the execution of the Contract can in no case restrict the Contractor's liability in accordance with the provisions of the applicable Law and the Contract.

Article 4

Representation of the Contractor

Upon signing the Contract, the Contractor will notify the Corporation of its representative who shall be legally authorized to represent the Contractor in respect of all issues relating to the execution of the Contract, and act in its name for the settlement of any disputes and disagreements that may arise.

Article 5

Substitution and Subcontractors

5.1 Substitution

- 5.1.1 The Contractor may not assign any of its responsibilities pertaining to the execution of this Contract, either in whole or in part, to any legal entity or natural person, without the Corporation's previous approval in writing.

This provision does not apply in cases where the Contractor is substituted by a new Contractor due to any of the following reasons:

- a. any explicit provision of the Contract,
- b. corporate restructuring, including acquisition, absorption, merger or insolvency, especially in the context of pre-bankruptcy or bankruptcy procedures, leading to the substitution of the initial Contractor, either in whole or in part, by another financial entity that meets the selection criteria determined in the invitation to tender upon which the Contract was executed, under the condition that such succession does not entail any essential modifications of the Contract, nor it is meant as a means to avoid the application of

Law 4412/2016,

and that the new Contractor will accept all contractual rights and assume all contractual responsibilities towards the Corporation. A written notification to the Corporation and proof of the above facts will be required in any such case.

In case the substitution of the Contractor is agreed, all interested parties will need to sign an Addendum, and the Letters of Guarantee will also need to be replaced.

5.1.2 If the Contractor is a joint-venture/association and any of its participating members declare bankruptcy or are placed under receivership, the remaining members will be obligated to complete the execution of the Contract and undertake all the responsibilities of the members that have declared bankruptcy or have been placed under receivership, as these are determined in the Contract.

5.1.3 In case the Corporation approves the Contractor's full or partial substitution, the Contractor is not released of its contractual responsibilities and obligations, but rather remains directly and fully responsible for all the Substitute Contractor's actions or omissions, or that of its personnel, as if such actions or omissions were due to the Contractor itself.

In the event that the Contractor is substituted, remaining though fully and jointly responsible with its Substitute, the Contractor hereby unreservedly waives the benefit to discussion.

Such waiver must also be included in all substitution contracts signed between the Contractor and any of its substitutes. Furthermore, the contracts signed between the Contractor and its substitutes should also define that, for the execution of the Contract, the Substitute Contractors will each be jointly and severally liable, along with the Contractor, against the Corporation in relation to the object of such substitution.

5.2 Subcontractors/Subsuppliers

5.2.1 The Contractor's Subcontractors or Subsuppliers are those who have agreed with the Contractor to undertake the execution of some part of the Contract, signing a relevant agreement to this effect.

5.2.2 The Contractor is free to select any Subcontractors and Subsuppliers, at its own responsibility, under the following conditions:

a. The potential Subcontractors and Subsuppliers must be experienced and trustworthy financial entities.

b. The Subcontractors or Subsuppliers selected to undertake essential parts of the Contract will need to be approved by the Corporation. Such approval will only pertain to their technical experience and reliability. The Contract's essential parts, for which the Corporation will ask to approve any Subcontractors or Subsuppliers, as well as the necessary documents proving the experience and

trustworthiness of such Subcontractors or Subsuppliers, will be defined in the Special Terms.

- c. In case the Contractor wishes to replace a specific Subcontractor or Subsupplier, this can only be done with the Corporation's consent.

5.2.3 The process described above is not required in the event that such Subcontractors or Subsuppliers are specified in the Contract, in which case all the above information will have already been submitted to and approved by the Corporation.

Nevertheless, if the Contractor wishes to replace any of these Subcontractors or Subsuppliers, then the Contractor will have to ask for the PPC's approval, in accordance with the above section 5.2.2.c.

5.2.4. After the Contract is signed and, at the latest, before the commencement of its execution in PPC's facilities, and under the direct supervision of PPC, the Contractor will have to disclose to the Corporation the names, contact details and legal representatives of the Subcontractors participating in the provision of such services, if such information has not been already included in the Contract and is known to the Contractor at that point of time. The Contractor should notify PPC of any changes made to the above information during the term of the Contract, as well as provide to PPC all required information on any new Subcontractor that the Contractor may employ in the process for the provision of these services.

5.2.5 In the event that part of the Contract is executed by Subcontractors, the Contractor is not released of its contractual responsibilities and obligations, but rather remains directly and fully responsible for all the actions or omissions of such Subcontractors, or their personnel, as if such actions or omissions were due to the Contractor itself.

5.3 PPC undertaking the Contractor's responsibility towards its Subcontractors/Subsuppliers

At the request of a Subcontractor/Subsupplier and when permitted by the nature of the Contract, the Corporation may, based on an explicit term of the Contract or following agreement with the Contractor, undertake the Contractor's responsibility towards such Subcontractor/Subsupplier, in accordance with article 336 of Law 4412/2016, as it stands, and the provisions of section 18.9 of this document.

Such responsibility includes, among others, the direct payment of any outstanding fees to the Subcontractor in relation to services provided by virtue of the relevant agreement signed between such Subcontractor and the Contractor. In such a case, the Special Terms of the Contract or the relevant Addendum will specify the particular means or mechanisms that the Contractor may employ in order to object to any unjustified payments, as well as the terms pertaining to the method of payment.

The undertaking of responsibility by the PPC, as provided herein, can in no way release the Contractor of any liability.

Article 6 Assignment

- 6.1 The Contractor may not assign any of its claims against or rights towards the Corporation, as these are determined by the Contract or in relation to the same, to any natural person or legal entity without PPC's previous approval in writing, and any such assignment will be considered null and void, and without any legal effect, unless it has been previously approved in writing by the PPC.
- 6.2 In particular, the Contractor may assign to a third party its contractual fees - the amount of which will be determined by the Corporation and may not exceed eighty per cent (80%) of the contract price - following the above approval and given that PPC will reserve the right to deduct the following:
- 6.2.1 Any PPC claims, for whatever reason or cause.
 - 6.2.2 Any amount owed by the Contractor to any third party that would be entitled to collect such debt from the Corporation.
 - 6.2.3 Any amount owed by the Contractor to the state, according to the Tax and Insurance Clearance Certificates required to be submitted based on the Contract and the law.
 - 6.2.4 Any amount owed by the Contractor to any personnel employed for the purposes of the Contract, given that PPC has been formally informed of such amount in accordance with article 702 of the Civil Code.
- 6.3 The above-mentioned assignment approval will be granted under the following conditions:
- The relevant assignment agreement will include the above terms. The omission of such terms will be cause for PPC to deny this agreement.
 - The assignment will have an immediate and beneficial effect on the progress of the Contract.
- 6.4 The above-mentioned assignment agreement will be considered valid only after PPC has been notified and there is proof of such notification.

Article 7 Knowledge of Local Conditions

- 7.1 The Contractor confirms that the contractual prices are the result of its own calculations based on its own opinion and assessment of the existing conditions and risks, and not on any description or statement given by the Corporation.
- 7.2 The Contractor is under no circumstances entitled to compensation or additional fees for reasons related to the conditions of service provision, except for those explicitly referred to in the Contract.

Article 8

Contractor's Personnel

- 8.1 The Contractor is obligated to make available, on its own responsibility and at its own cost, all the personnel required in each case by PPC to fulfill its contractual obligations; and will also be liable, according to the Greek Civil and Criminal Law, for all actions and/or omissions of such personnel in relation to this Contract.
- 8.2 The personnel employed by the Contractor for the provision of the services, regardless of specialization, must be qualified, specialized and meet all qualifications and conditions provided by the Greek law and the relevant Regulations
- 8.3 The Corporation has the right to ask the Contractor, in writing, to remove any member of its staff (Greek or foreign) considered unsuitable for any reason whatsoever. The Contractor will have to remove that member of staff without objection and at its own expenses, and said member will not be re-employed without the Corporation's previous written consent.
- 8.4 In case any member of the Contractor's staff is released or removed, the Contractor will not invoke such release or removal as reason for delaying the provision of the services.

Article 9

Night-work – Overtime - Work on holidays

- 9.1 The Contractor may perform night-work or overtime work, as well as work on holidays, in accordance with the stipulations of the state laws, unless there is an explicit prohibitive instruction by the Corporation.
In such case, the Contractor will not be entitled to additional remuneration; however, it will be obligated to abide by all laws and regulations pertaining to such works.
- 9.2 The Contractor must notify in writing the competent PPC Department at least 24 hours in advance of its intention to perform night work, overtime work or work on holidays.
- 9.3 If the Contractor was not granted approval by the competent authorities for overtime work, this cannot serve as an excuse for extending the deadlines specified in the Contract.
The Corporation will support overtime work in particular, if considered necessary and there would be no possibility of employing additional personnel. However, the Corporation cannot guarantee that the competent authorities will grant the necessary approval.
- 9.4 During night-work, the Contractor will provide, at its own cost, additional and adequate lighting for the safety of the personnel and any third party, as well as appropriate means that will allow the proper execution of works.
- 9.5 If, for the technical soundness of the services or the fulfillment of the Contractor's contractual obligations, or due to other restrictions on working

hours imposed by third parties (Government Agencies, Local Government Agencies, important Consumers etc.), the Corporation deems it is necessary to perform night or overtime work or work on holidays, the Contractor, following relevant instruction, will provide such work without raising any objections and without special remuneration, unless otherwise stated in the Special Terms.

Article 10

Contractor Responsibilities - Limitation of Parties Liability

- 10.1 The Contractor is responsible for the proper, full, timely, skillful and compliant with the rules of science and craftsmanship provision of the assigned services, pursuant to the terms of the Contract.
- 10.2 The Contractor and its Subcontractors must comply with their responsibilities according to the environmental, social and labor laws of the European Union, the national legislation, and any collective bargaining agreements or relevant international provisions, as these are specified in Annex XIV, Addendum B of Law 4412/2016, as it stands. In particular, the Contractor and its Subcontractors must strictly comply with the relevant Greek laws, decrees, regulations and police orders, as well as with all provisions pertaining to health and safety in the workplace and the protection of the environment, any orders issued by state, municipal or other authorities in relation to such authorities' requirements for the execution of any works by the Contractor, and the regulations, orders and instructions of the Corporation, including the Corporation's safety regulations.

In addition, they must:

- a. Provide the services under safe conditions as regards the works and the entire personnel occupied therein, as well as in connection with any third parties.
- b. Issue at their own expense and responsibility any permits required by the above laws and decrees, unless otherwise stipulated in the Special Terms of the Contract.
- c. Immediately report any accident leading to physical or property damage (including damages to the property of the Corporation) to the Corporation and the competent authorities, and take all necessary measures.
- d. Report to the Corporation any damage caused to its facilities or any loss of equipment.
- e. Notify the Corporation of any orders addressed or communicated to them during the provision of the services and the various official documents pertaining to the suggested means of control, safety, etc.

10.2 Specifically, and until the delivery of the services:

- 10.2.1 The Contractor is responsible for restoring any defect in the provided services.

10.2.2 Furthermore, the Contractor is liable:

- α. against the Corporation's personnel, as well as against its own personnel, for damages including property and physical damages, and/or the death of any individual, or even damages not covered by ordinary policies.
- β. against the Corporation, for any positive or direct damages that the Corporation may suffer due to the Contractor's failure to comply with its contractual obligations, or in connection with any defects of the provided services or the provision of such services in accordance with the Contract.

10.3 Finally, the Contractor is exclusively responsible for its own or its Sucontractors' failure to comply with their obligations, or the inadequate execution of such obligations, and assumes any relevant liability deriving from the Contract, either civil or penal, against the Corporation and any third party.

Furthermore, the Contractor will defend the Corporation, at its own expenses, in any relevant action or lawsuit brought against the Corporation and/or its personnel for reasons attributed to actions or omissions of the Contractor or its Subsuppliers/Subcontractors. If, according to the final judgment on any such action or lawsuit, the Contractor or its Subsuppliers/Subcontractors are found not responsible for the above described actions or omissions, then the Contractor will be reimbursed for such expenses.

10.4 In regard to the Corporation's indemnification, the Contractor's liability based on the Contract cannot exceed fifty per cent (50%) of the Contract price, plus the cost of any additional services and Addenda, including their revisions, with the exception of cases where the services were justifiably rejected, where this percentage cannot exceed one hundred per cent (100%) of the defined Contract price.

In regard to the Contractor's indemnification, the Corporation's liability based on the Contract cannot exceed fifty per cent (50%) of the Contract price, plus the cost of any additional services and Addenda, including their revisions.

Furthermore, the parties agree that they will not be held liable towards one another for any indirect and/or consequential damages.

Article 11

Waivers and Approvals

11.1 In the event that the Corporation chooses to waive any of its rights arising from this Contract in connection with the control of the provided services or part thereof, or in case the Corporation approves any document, drawing or action of the Contractor, such waiver or granting of approval would in no way release the Contractor from its liabilities, as these derive from the Contract.

- 11.2 The Contractor expressly and unreservedly waives all its rights under Articles 325-329, 695 and 1106 of the Greek Civil Code, with the exception of those specified in paragraph 18.4 herein.

In addition to the aforementioned provisions of the Greek Civil Code, the Contractor also waives its rights under Article 388 of the Greek Civil Code and/or its rights arising from any other law, provision, etc., as in force now or in the future, pertaining to the revision and/or adjustment of the Contract price at which the Contractor undertook the execution of the Contract, regardless of any changes to the circumstances, unless otherwise stipulated in the Contract, given that the Contractor acknowledges and undertakes the risk of unexpected change of circumstances.

The term “unexpected change of circumstances” does not include any amendments of laws pertaining to the protection of the environment, to the extent that the amount determined in the Contract does not cover the cost of the additional services required in such case.

Article 12

Guarantees - Letters of Guarantee

- 12.1 The Contractor guarantees the fulfillment of all its obligations arising from the Contract, as well as the good and technically sound, according to the terms of the Contract and the proven rules of modern science, provision of its services, so that such services are suitable for their agreed upon intended purpose, within the deadlines specified in the Contract.
- 12.2 In case the Contractor fails to comply with the provided guarantees, the Corporation is entitled to exercise all relevant rights under the Contract. However, the Corporation’s failure to exercise any of its rights cannot be construed as a waiver of such rights.
- 12.3 For the exact, timely and strict fulfillment of its contractual obligations, including its obligations towards third parties against whom the Corporation might be liable pursuant to the Greek Laws for payment of fines and penalty clauses for non-fulfillment of Contractor’s obligations under the Contract, the Contractor should provide guarantees consisting of:
- a. A Performance Bond submitted by the Contractor upon the signing of the Contract.
 - b. An Advance Payment Guarantee submitted so that the Contractor can withdraw the relevant advance payment, if such a payment is provided in the Contract.
- 12.4 Performance Bond
- 12.4.1 The Contractor must provide the Corporation with a Performance Bond, based on PPC’s template, that will be issued at its own expenses and for the amount determined in the Contract.

- 12.4.2 In case the Contract price is increased, and if one or more such increases amount to ten per cent (10%) of the Contract price in total, the Contractor will have to submit additional Performance Bonds.
- 12.4.3 In case the Contractor refuses to submit the above supplementary Performance Bonds, the Corporation can deduct the corresponding amounts from any payment to the Contractor, until the Letters of Guarantee have been submitted.
- 12.4.4 The Corporation has the right to declare the Performance Bond forfeited, in whole or in part, at its discretion, due to any claim against the Contractor arising from the Contract.
- 12.4.5 Given that there has been no reason for forfeiture in the meantime, the Performance Bond will be returned to its issuer following the delivery of the provided Services and the settlement of the Contract, pursuant to the provisions of the agreement. The Performance Bond will not be returned, in case there are any claims of the Corporation against the Contractor, in which case the Contractor can replace the Performance Bond with another covering such claims.
- 12.4.6 To have the Performance Bond returned, the Contractor will have to submit a relevant request to the Corporation.

12.5 Provision of Guarantees - Issuing Letters of Guarantee

The above guarantees are provided in the form of Letters of Guarantee that the Contractor issues at its own expenses, based on the Corporation's relevant templates and in accordance with the terms, conditions and the amount specified in the agreement or in the Special Terms of the Contract, and the provisions of the following sections.

- 12.5.1 The above guarantees may be issued by credit or financial institutions, or insurance companies, as provided in sections b and c, para 1, article 14 of Law 4364/2016, approved by PPC, and the Corporation cannot unjustifiably refuse to approve any such credit or financial institution, or insurance company 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.
- 12.5.2 The above guarantees may also be issued by the Engineers and Public Works Contractors Fund (EPWCF), or provided in the form of a bond issued by the Consignment Deposits and Loans Fund, after depositing therein the relevant amount.

12.6 Letters of Guarantee - Term of Validity

The term of validity for the above-described Letters of Guarantee will be determined in the Contract agreement.

The term of such Letters of Guarantee will be extended beyond the initial deadline, without any right of objection, following PPC's relevant request in writing, that needs to have been submitted before the expiration date of such Letters of Guarantee. If the Contractor fails to comply with such request, PPC will have the right to ask for the forfeiture of said Letters of Guarantee.

Article 13 Deadlines

- 13.1 The Contractor undertakes the obligation to complete each part, as well as all the services, within the deadlines specified in the Contract and comply with the Execution Schedule.
- 13.2 The Contractor should take all necessary measures to prevent delays. Should the Contractor not adhere to any of the approved deadlines, either partially or in whole, the provisions of Article 21 hereof will be applicable on Penalty Clauses for delays with all the consequences provided therein.
- 13.3 In case the contractual deadlines are exceeded (partially or in whole) by a period exhausting the highest limit of Penalty Clauses imposed for delays, regardless of the Penalty Clauses imposed, PPC has the right to enforce the provisions of article 25 hereof pertaining to the termination of the Contract. In this case, the termination will be considered as due to the Contractor's liability.
PPC can exercise this right even before the deadline is missed, if it is obvious that the timely execution of the Contract is impossible.
- 13.4 Deadlines may be extended by the Corporation for as long as deemed reasonable, provided that the delays are due either to reasons irrelevant with the Contractor or to Force Majeure, as specified in Article 23 hereof.
- 13.5 It is explicitly specified that the Corporation is not obligated to proceed to any deadline amendments, if the Contractor does not take the following actions:
 - a. Notify the Corporation in writing of its intention to request a deadline extension, within a mandatory period of fifteen (15) 15 days from the occurrence of the event justifying the extension.
 - b. Dispatch within ten (10) days following the termination of the event a written report on the exact nature and extent thereof, as well as on the consequences this event had on the provision of the services. This report will also include a detailed justification for the requested extension, in a way that it may be timely investigated.

Article 14

Modifications during the Contract's execution

14.1 For the purposes of this Contract and according to the provisions of article 337, Law 4412/2016, as it stands, the Corporation may modify the Contract in the following cases:

14.1.1 Option rights

For the exercise of any option rights specified in a relevant section of the Contract agreement. In such a case, the relevant section should specify, clearly and accurately, the object, the nature and the extent of the provided option rights, as well as the conditions pertaining to the exercise of such rights. Such rights will be specified and exercised in a way that does not amend the overall nature of the Contract.

14.1.2 Additional and/or relevant services or modifications that were not provided for in the initial Contract

14.1.2.1 During the term of the Contract and for the purpose of ensuring the completeness and functionality of the Contract's object, the Corporation can:

- a. Modify, in any way, the form, quality, type and quantity of any part of the Contract, including among others the omission of any such part, also modifying accordingly the Contract price, without the Contractor being able to demand any increase of unit prices or raise any other demands, if:
 - aa. The Contract is based on any Quoting System other than those defined in the following sections ab. and ac., and the modification of the initial Contract price, or any parts of the Contract, does not exceed the limits specified in article 26 hereof.
 - ab. The Contract is based on Invoicing, the modification of the Contract price does not exceed fifteen per cent (15%) and the provisions a and b, para 4, of article 337, Law 4412/2016 do not apply.
 - ac. The Contract is based on a Quoting system that includes study and construction, the modification of the initial Contract price or any parts of the Contract does not exceed the limits specified in article 26 hereof, and the provisions of para 1e., article 337, Law 4412/2016 apply.

- b. Assign to the Contractor the execution of new,

supplementary services, including the preparation of any required studies, that are deemed necessary and/or required and were not included in the original Contract due to obvious omissions or errors in the Bill of Quantity, or are required for the completeness of the provided services despite the full application of the relevant requirements during the preparation of the contractual terms, under the condition that:

- ba) these cannot be separated from the present Contract due to financial or technical reasons - such as requirements of interchangeability or interoperability with the existing equipment, or services or installations provided or executed with the initial contract - without creating significant problems to the Corporation, or when such services are absolutely necessary for the complete execution of the present Contract, although they could be separated from it, and
- bb) their separation would cause significant problems for the Corporation or drastically increase the Corporation's expenses.

14.1.2.2 The above modifications can be made within the limits of the initial Contract price, including any contractually provided amount for unforeseen expenses, as this will be defined in the Contract agreement, without signing any supplementary agreement.

In case such modifications increase the total contract price, then they will be assigned to the Contractor with a supplementary agreement.

The Contractor is obligated to proceed with such modifications without demanding the increase of the contractual unit prices or raising any other demands.

In case any modifications effected during the term of the Contract lead to the decrease of the initial contract price, then it will not be required for the parties to sign a supplementary agreement. The relevant reduction will be verified based on the final account.

14.1.3 Unforeseeable circumstances

During the provision of the services, the Corporation can also amend the Contract due to circumstances that were impossible for a diligent assignor to foresee such as, by way of indication, the enforcement of new regulations or rules that were rendered compulsory after the services were assigned to the Contractor.

For any such amendments, a supplementary agreement will be signed between the parties, regardless of whether the total initial contract price is affected or not.

14.1.4 Substitution of the Contractor, in accordance with article 8 hereof.

14.2 The amendments detailed in sections 14.1.2 and 14.1.3 above will be published in the official gazette of the European Union, if the value of the original contract exceeds the EU limits and the increase of said price exceeds ten per cent (10%) of the initial contract price and the EU limits.

14.3 The Contractor cannot proceed to any amendment, supplementary service or any modification whatsoever described in sections 14.1.1, 14.1.2 and 14.1.3 above, without having secured the Corporation's relevant order in writing. Having received the relevant order, the Contractor will have to proceed with such amendments without any delay, and without having the right to deny such obligation.

The amendments effected following the Corporation's relevant order have no negative effect whatsoever on the Contract, nor do they render such Contract null and void. Any consequences will be treated as described further below.

14.4 Cost of supplementary or new services

14.4.1 All amendments will be effected by virtue of an Amendment Order and valued based on the prices specified in the Contract, under the condition that such prices are applicable, at the Corporation's sole discretion.

If the Contract does not include any applicable prices, then new prices will be specified, based on the contractual prices for similar services.

For services that do not fall under the above categories, prices will be specified based on the actual cost elements.

To ascertain the costs, the Contractor may proceed to trials, following the Corporation's relevant instructions.

14.4.2 If the parties are unable to reach an agreement, the Corporation will determine the prices that it deems suitable and reasonable, and the provisions of article 25 hereof will apply.

14.5 Changes in the Contract Schedule

If the relevant changes cause delays in the execution of the Contract, either in part or in whole, then an extension of the relevant deadlines will be agreed upon, in accordance with the provisions of section 13 hereof.

14.6 Contract amendments proposed by the Contractor

During the provision of the services, the Corporation, through its competent Department, can accept or reject any proposals made by the Contractor for minor changes in the form, quality, type and quantity of any part of the services.

Article 15

Control of Services

- 15.1 The provision of the services by the Contractor will be under the continuous and general control of the Corporation or any third party appointed by the Corporation to that effect.
- 15.2 If the Corporation deems, based on the inspection conducted pursuant hereto, that the method of work, the personnel occupied and the means utilized by the Contractor are not adequate or appropriate, or that works are not executed in accordance with the Standards, Regulations, Technical Specifications and any relevant instructions, and as a result it is not ensured that the provision of the services is perfect, cost-effective, timely and fully compliant with the terms of the Contract, then the Corporation will have the right to instruct the Contractor, and the Contractor will be obligated to comply with such instructions without any right whatsoever to additional remuneration or increase in prices or extension of deadlines.

The exercise of such control by the Corporation does not limit the Contractor's liability in any way.

Article 16

Service Defects

In any case where, during the provision of the services and until these are delivered, the Corporation deems that such services are arguably defective, imperfect, unsuitable, do not meet the specification requirements or are generally not consistent with the stipulations of the Contract, the competent Department will be entitled to order the Contractor in writing to proceed with any correction or additional work deemed necessary.

Article 17

Contract Price

- 17.1 The Contract Price is stated in section 3 of the Agreement, where it is specified whether this price is fixed or it may be revised, and to what extent.
- 17.2 The Corporation will pay and the Contractor will receive the Contract price, accepting that it has considered all relevant factors and all conditions and changes, which can in any way affect the execution of the Contract, the value of the works to be executed and the services to be provided.
- 17.3 Furthermore, the Contractor guarantees the accuracy and adequacy of the prices (in the sense of Article 696 of the Civil Code) and agrees that said price will be its full remuneration and will cover any expenditure required for the provision of the services, including among others and by way of indication, personnel salaries and wages, the cost of personnel transportation, the value of all materials and supplies that will be used for the provision of the services, insurance fees, general expenses (including taxes, duties, etc.), encumbrances of any kind relating to personnel of any

rank and mainly including the employer's contributions to social security organizations, the Contractor's profit, and any other expenses required for the Contractor's compliance with the provisions of the Contract.

Article 18

Method of payment - Offset of Claims - Settlement of Accounts

- 18.1 Payments to the Contractor will be effected under the terms of the Contract and within the period specified in the Special Terms from the date of submission of all relevant supporting documents, which should be accurate and complete. Within that period, the Corporation should have completed all audits pertaining to the accuracy and completeness of the supporting documents submitted. If the payment date is a bank holiday, the relevant invoices will be paid on the following business day.
- 18.2 For any payment to take place, the Contractor must submit all the necessary supporting documents, as specified in the Special Terms.
- 18.3 Unless otherwise specified in the Special Terms, all payments will be made by the Corporation to the Contractor, and the Contractor will be exclusively liable against any third parties for any payments thereto.
- 18.4 The Contractor will proceed, without any interruption, with the execution of the assigned works, regardless of any settlement and/or delay in the payment of the contractual amounts, when such payment is delayed beyond the limits set in section 18.1 above and such delay is due to the Corporation's fault.
In case the delayed - at no fault of the Contractor - payments amount to more than ten per cent (10%) of the total Contract price and the delay is more than twice the time period defined in section 18.1 above, the Contractor may suspend the provision of the services by submitting to PPC a special declaration in writing, and until said overdue amounts are paid in full. The total Contract price includes the amounts specified in the Addenda, as well as any revisions and supplementary works that have been approved by the Corporation without additional addenda.
- 18.5 Payments to the Contractor will be deposited to any bank account timely specified by the Contractor, and in the currency determined in the Contract agreement.
- 18.6 No payment will be made to the Contractor unless it complies with the regulations of the Greek tax authorities effective at the time of payment.
- 18.7 The Contractor will fulfill all its obligations under the Contract pertaining to the payment of taxes, duties, deductions and other fees due pursuant to the current legislation.
- 18.9 The Contractor explicitly agrees that the Corporation can deduct from the Contractor's invoices and pay to the relevant authorities, in accordance with the standing legislation, any amounts due by the Contractor against income

tax or any other encumbrances in favor of the state or social security institutions or any third party.

Furthermore, in the event that the Contractor is unjustifiably late in paying the wages and salaries of the personnel employed for this Contract and, as a result, such personnel may arguably raise claims against PPC, and given the consequences that such a condition entails, the Contractor assigns to PPC the right to deduct the overdue amount in order to settle such claims, up to the maximum amount owed by PPC to the Contractor based on their Contract.

Article 19

Taxes, duties and other fees payable by the Contractor

- 19.1 The Contractor is responsible for all expenses pertaining to customs clearance, taxes, duties, fees, deductions and any other legal encumbrances as applicable at the time they become due.
- 19.2 In this context, the Contractor must observe all legal formalities, maintain all tax and other records required by the Greek law, and strictly comply with all procedures specified by the applicable provisions of the Greek law. The Contractor will also be responsible for any additional taxes, dues and/or fines for non-compliance with its obligations as above. In the event that the competent authorities impose such additional taxes, dues and/or fines, by mistake or oversight, to the Corporation, these will be paid by the Corporation and then deducted from the first payment to the Contractor.
- 19.3 Any fees, taxes and other relevant amounts paid by the Corporation due to Contractor's, Subcontractors' and Subsuppliers' failure to comply with the standing provisions of tax law will be claimable by the Corporation and received from the Contractor bearing interest at any time and in any way, even with payment withholding, etc.
- 19.4 The Contractor, its Subcontractors and Subsuppliers, and the personnel (Greeks or foreigners) occupied by them will pay income tax and all relevant fees imposed in Greece in relation to the execution of the Contract, and pursuant to the Greek law and the Bilateral Administrative Agreements, if applicable.
To that effect, the Corporation will deduct the relevant amounts provided by the tax law.
- 19.5 The value added tax (VAT), or any equivalent tax imposed or to be imposed in Greece on invoices issued by the Contractor to the Corporation in the context of this Contract, will be paid by the Corporation and will not be included in the Contract price.

Article 20

Social Security

Unless otherwise provided in the Special Terms, the Contractor's personnel will be insured in accordance with the provisions of the labor law.

Article 21

Penalty Clauses

- 21.1 Regardless of and in addition to any rights of the Corporation pursuant to the terms hereof, the Contractor will, without objection, pay to the Corporation the appropriate Penalty Clauses due to its failure to meet the contractual deadline, at its own fault, or due to any other reasons provided in the Contract.
- 21.2 In the event that the Contractor breaches its contractual obligations or fails to comply with such obligations, the agreed Penalty Clauses will become payable to the Corporation, regardless of whether the Corporation has suffered any losses or (positive) damages due to such breach or non-compliance.
- 21.3 The Penalty Clauses will be paid by the Contractor cumulatively and in addition to any compensation for the restoration of positive damages or losses sustained by the Corporation due to the Contractor's breach of its contractual obligations.
- 21.4 The Corporation will withhold the amounts of such Penalty Clauses either from the Performance Bond or from any amount due and payable by the Corporation to the Contractor, for any reason.
- 21.5 The conditions based on which Penalty Clauses will be payable, the amounts payable, as well as any other conditions related thereto, will be determined in the Special Terms of the Contract.

Article 22

Delivery of the Services

- 22.1 Following the completion of the services, as this is determined in the Contract Terms, and unless anything different is specified in the Special Terms of the Contract, the Contractor will be entitled to ask for the delivery of the services by submitting a relevant request in writing, which request will be recorded in the registry of the Department responsible for monitoring the execution of the Contract.

Within thirty (30) days from the date such request is submitted and given that the Contractor has complied with all provisions of the Special Terms of the Contract, the Corporation will accept such request and proceed to the delivery process. If the Contractor's request is denied, the Corporation will notify the Contractor of the reasons of such rejection within the same time period defined above.

The delivery of the services will be conducted either by a duly formed Delivery Committee representing different departments of the Corporation or by the competent Department.

If the Contractor neglects to ask for the delivery of the services, the Corporation may proceed to the corresponding process, notifying the Contractor in writing.

- 22.2 The competent authority will accept the services, both in terms of their quantity and quality, taking into consideration all the information included in the Contract file and after performing all the relevant audits, at its discretion. The competent authority will record its findings and remarks, and especially those pertaining to any defects, as well as its proposals for resolving any pending issues.
- 22.3 The competent authority may proceed and accept the delivered services, despite any findings or remarks. In this case though, the Corporation will reserve all its rights and claims, pursuant to the Contract, until any defects determined by the competent authority are fully restored.
In the event that, as a result of its findings, the competent authority deems necessary to postpone the delivery process until all relevant pending issues are resolved, then the competent authority will notify the Contractor accordingly and the process of delivering the services will be repeated, at the Contractor's care and expenses, after the Contractor has complied with the proposals and recommendations of the Corporation.
- 22.4 A Certificate or Protocol of Delivery will be prepared within a reasonable time period.
If a Protocol of Delivery is prepared, this will be signed by the Committee, the head of the Department responsible for monitoring the execution of the Contract, and the Contractor, in two (2) originals, one of which will be retained by the Contractor.
In the event that the Contractor refuses to sign the Protocol, such Protocol will be served or sent to the Contractor against proof of receipt.
If the Contractor signs the Protocol with reservations, or if the Protocol is served to the Contractor as described above, the Contractor will have thirty (30) days from the date the Protocol was signed, served or sent, to submit its objections; otherwise, the Contractor will be considered to have accepted such Protocol without any reservations.
The delivery of the services will be considered finalized after the relevant Certificate is issued or the corresponding Protocol is signed by the Corporation.

Article 23

Force Majeure

- 23.1 All incidents that may affect the execution of the Contract and can be neither reasonably controlled by the parties nor anticipated or prevented with due diligence, will be considered as incidents of Force Majeure.
Strikes by statutory labor unions, lockouts or measures and prohibitions on the part of the Authorities, obstruction of sea transportation, enforcement of martial law and similar incidents, will all be considered as incidents of Force Majeure.
- 23.2 Unless otherwise specified in the Contract and/or its Special Terms, any Force Majeure incidents that affect the subcontractors, subsuppliers or manufacturers of essential equipment employed by the Contractor and defined in the Contract, will also be considered as Force Majeure incidents affecting the Contractor.

- 23.3 Non-fulfillment or delays in the fulfillment of any Subcontractor's or Subsupplier's obligations to the Contractor, as well as any failure in the implementation of any part of the Contract, will not be considered as incidents of Force Majeure.
- 23.4 Force Majeure incidents affecting the Contract can only serve as reasons for delay, not as grounds for indemnification.
The parties will not be considered liable for failing to comply with their contractual obligations due to reasons of Force Majeure, and will not be entitled to raise any claims pertaining to any expenses and/or other financial damages they may have suffered due to such incident of Force Majeure.
If the invoked Force Majeure incident affects only part of the party's obligations, then such party will remain liable for fulfilling its obligations not affected by such incident.
If the timely execution of the Contract is prevented due to reasons of prolonged Force Majeure, the party invoking such reasons can request the termination of the Contract pursuant to section 26.3 hereof.
- 23.5 In case one of the parties argues that they were not able to fulfill their contractual obligations, either in part or in whole, due to a Force Majeure incident, then such party will have to notify their counter-party of such event in writing, providing as much information as possible.
This notification needs to be sent within fifteen (15) days at the latest after the incident in question, with the exception of cases where - due to the nature of the incident - the counter-party needs to be informed immediately.
- 23.6 For a Force Majeure incident to be considered and accepted as such, the party invoking Force Majeure must submit all the required documents and other information proving the occurrence of such incident and the fact that such incident is directly related to the delays in the execution of the Contract, and that such delays in meeting the deadlines specified in the Contract are exclusively due to this incident.
- 23.7 The party invoking Force Majeure will notify its counter-party of the consequences of such incident, submitting all relevant facts and details to this effect, within thirty (30) days from the date such incident is over.
Each party must inform their counter-party as to whether they accept that the reported incident falls under the provisions of this section, within thirty (30) days from the submission of the relevant facts and details.
- 23.8 The invoking party's failure to comply with the above condition for notification, submission of proof etc., within the above specified deadline, for whatever reason, will render unacceptable any request for deadline extension.
- 23.9 The time period by which the contractual deadlines may be extended will be determined based on the actual time lost.

23.10 For as long as the Force Majeure incident is in progress, the party invoking such incident will have to take any advisable measures to mitigate the damages caused by this incident. Furthermore, they will have to make every possible effort to neutralize, without any delay, the consequences of any Force Majeure incident (e.g. equipment damage, delays, etc.), and also be able to provide proof of such efforts.

Article 24

Claims - Disputes

24.1 Claims

24.1.1 In the event that the Contractor believes it is entitled to raise any claims pertaining to any matter related to the Contract, then the Contractor must notify the competent Department within a mandatory period of thirty (30) days from the date the incident leading to such claim took place.

As soon as such an incident takes place, the Contractor must start keeping a record of all the information necessary to support its claim.

24.1.2 After receiving the above notification, and without this constituting any admission of liability on the part of the Corporation, the competent Department may inspect the relevant information and instruct the Contractor to keep any further records deemed necessary, and the Contractor is obligated to keep and provide copies of all such records to the competent Department, upon its request.

24.1.3 Within ninety (90) days from the date the above notification was sent, the Contractor must submit to the competent Department a financial report pertaining to its claim, accompanied by a detailed justification.

In the event that the incident that gave rise to such claim is still in progress, this financial report will be considered temporary and the Contractor will provide updated aggregated data at reasonable intervals or as requested by the competent Department. In such a case, the Contractor must submit its final financial report within thirty (30) days from the completion of the incident.

24.1.4 If the Contractor fails to comply with the provisions of this section, its right to payment - assuming its claim will be accepted by the Corporation - will be limited to the extent that the Corporation deems it should be verified by the kept records.

24.2 Disputes

24.2.1 The Contractor will notify the competent Department in writing of any and all disputes, including those pertaining to any settlement of a claim raised by the Contractor in a way that does not satisfy the latter, or any other disagreement that may arise at any time during the term of the Contract, by submitting a "Request for Dispute

Resolution” that will include an explicit reminder that such dispute is raised pursuant to this section.

24.2.2 In its “Request for Dispute Resolution”, the Contractor will clearly describe the issue pertaining to such dispute. In particular, this Request will include the following:

- a. a clear description of the dispute,
- b. a statement of the actual facts that the dispute is based on,
- c. the requested restoration and/or any relevant amount of money,
- d. all evidence pertaining to the dispute, as well as any other detail deemed necessary.

24.2.3 The competent Department will notify the Contractor of the Corporation’s decision within ninety (90) days from the date it received the corresponding request, at the latest.

24.2.4 In the event that the Contractor is not satisfied with the Corporation’s decision, or in case the Contractor does not receive an answer within the above stated deadline, then the Contractor may bring the case before the authorities specified in section 28 hereof. Before proceeding to such an appeal, the Contractor may seek to resolve such dispute through amicable negotiation. In such a case, and if the Corporation agrees to this request, the competent Department will proceed to the formation of an Amicable Resolution Committee that will negotiate the resolution of such dispute with the Contractor.

24.2.5 The existence of any dispute between the parties does neither suspend the execution of the Contract nor release the Contractor of its obligation to follow the instructions of the Corporation for the Contract’s timely and proper execution.

24.2.6 For any disagreement or any kind of dispute between the Corporation and the Contractor that may arise at any time during the term of the Contract pertaining to the Contract’s unsatisfactory execution on the part of the Contractor, PPC may seek to resolve such dispute through amicable negotiation, as this is described above, before proceeding to an appeal pursuant to section 28 hereof.

Article 25

Contract Termination

25.1 Termination of the Contract at Contractor’s fault

Without prejudice to the Corporation’s rights pursuant to the remaining provisions of the Contract, if the Contractor:

- unjustifiable delays the commencement of the services or, despite previous notification in writing, fails to submit the Contract Schedule, if such a schedule is provided for in the Contract, or fails to comply with the provisions of the Contract and delays the progress of the services so that

it is obviously impossible to execute the Contract within the agreed deadlines;

- consistently provides services of poor standards;
- uses materials that do not meet the specifications, if applicable;
- violates or does not consistently apply the approved plans, and does not comply with the instructions, guidelines and orders of the Corporation;
- neglects, on a regular basis, to follow the environmental, social and labor laws, and the regulations on the safety of employees;

then the Corporation is entitled, for any of the above reasons, to send a "Special Invitation" to the Contractor against proof of receipt, stating therein the provisions of this section and including a specific description of the actions or measures to be taken by the Contractor within the time period also defined in such "Special Invitation".

The deadline in such a case will be determined based on the smallest, technically possible, amount of time required for the Contractor to comply with such obligations, which in no case can be less than fifteen (15) days.

In the event that the Contractor fails to comply with the above "Special Invitation" within the determined deadline, the Corporation may proceed to terminate the Contract, either in part or in whole, employing a process server to serve the relevant extrajudicial notice to the Contractor.

25.2 Finalization of Termination – Contractor Termination

25.2.1 If the Contractor does not submit an appeal within fifteen (15) days or if the Contractor's appeal is rejected, the termination is finalized and the Contractor is excluded from the Contract (Termination Ratification). If an appeal is submitted within the specified time period, the decision on the Contractor's termination is postponed until an order is issued on the Contractor's appeal.

The Contractor's appeal will be examined by the Corporation and the relevant order will be issued within a compulsory period of two (2) months.

25.2.2 Following the termination of the Contract pursuant to the above, the Contractor will terminate the provision of the relevant services and remove itself from the facilities of the Corporation, and the Contract will be settled the soonest possible.

25.2.3 The Corporation may either proceed with the execution of the Contract on its own, or assign the Contract to another Contractor.

25.2.4 With the reservation of all the Corporation's rights to indemnification, the terminated Contractor will cumulatively suffer the following consequences:

- a. any unused part of the advance payment becomes immediately claimable;
- b. any Performance Bonds are forfeited to the benefit of the Corporation;
- c. any Penalty Clauses due by the date of termination become immediately claimable;

25.2.5 For the settlement of the Contract, the Corporation will determine, the soonest possible, the following:

- any amounts owed to the Contractor for services provided pursuant to the Contract;
- any overpayments made to the Contractor.
It must be noted that the term "overpayment" also includes any amounts paid for services that were obviously incomplete or inapplicable, and therefore impossible to use as intended.
- any amounts pertaining to other claims of the Corporation.

The results of the above settlement process will be communicated to the Contractor.

Article 26

No Fault Termination

26.1 No fault termination of the Contract due to the Contractor's bankruptcy, placement under receivership or substitution

26.1.1 In the event that the Contractor is declared bankrupt or, if the Contractor is a joint-venture/association, all members of such joint-venture/association are declared bankrupt, then the Contract is compulsorily terminated, following a relevant unilateral declaration by PPC.

26.1.2 If the Contractor is placed under receivership or, if the Contractor is a joint-venture/association, all members of such joint-venture/association are placed under receivership, as well as in the event that the Contractor has substituted itself, either in part or in whole, at any time during the term of the Contract with any third party, in violation of the provisions of section 8 hereof, then the Contract is terminated at the Corporation's discretion.

26.1.3 All cases of termination described in the above two sections, fall under the provisions of section 25.2 hereof.

26.2 Contract termination at the discretion of the Corporation

26.2.1 The Corporation may request, at its discretion and at any time during the term of the Contract, that the Contract is terminated, either in part or in whole, provided that the Corporation will notify the Contractor at least one (1) month prior to the date specified in such notification as the date of termination.

In this case, the Corporation will reimburse the Contractor for all the expenses that the Contractor actually made during the execution of the Contract and until its termination, deducting the amount corresponding to the part of the Contract already delivered and paid by the Corporation.

26.2.2 If, at the date of termination, the execution of the Contract amounts to a percentage less than seventy per cent (70%) of the Contract price, then the Corporation, apart from the amounts determined in the above section, will also reimburse the Contractor for any constructive gain that may not exceed five per cent (5%) of the amount remaining for reaching seventy per cent (70%) of the Contract price. The above constitute the Corporation's total obligations pursuant to the Contract's termination.

PPC reserves the right not to reimburse the Contractor for the above, in case of events that, although falling under the scope of its activities, could not have been reasonably anticipated by the Corporation.

26.2.3 In case the Contract is terminated as per the above, the Corporation will return the remaining amount of the Performance bonds, and the Contractor will return to the Corporation any advance payment it may have received, after deducting any part corresponding to the contractual price of the part already completed at the time of the Contract's termination.

26.3 Contract termination with mutual consent

The Contract may be terminated at no cost for either party, following a mutual agreement of the parties in writing. In this case, the provisions of section 26.2.1 above will apply.

Article 27

Exclusion of Contractor from the Financial Institution Selection Process

27.1 PPC reserves the right, in accordance with the standing legislation each time, to exclude the Contractor, following a relevant order of its competent authorities, either temporarily or definitively, from the Financial Institution selection process, in the event that the Contractor has been terminated or the Corporation is made aware of the fact that the Contractor has been found guilty, with no right to appeal, of violating any environmental, social or labor laws, or is not reliable enough or has not shown the proper transactional behavior towards the Corporation.

27.2 The competent Department will notify the Contractor of the above exclusion in writing, with an extrajudicial notice. The Contractor may submit an appeal against such decision, which appeal will be examined by the Corporation's competent authority.

Article 28

Jurisdiction - Governing Law

In the event that any disputes may arise between the parties, during the execution of the Contract, that may not be resolved with the processes determined therein, such disputes will be resolved by the competent Greek Courts and in accordance with the Greek law.



Material & Purchasing Department
55, Stournari Str.
104 32 Athens, GREECE

Tender Notice: **M&PD 51719052**

Date: **05.07.2019**

Scope: **PUBLIC AFFAIRS
SERVICES TO PPC in BRUSSELS**

TEMPLATES

TENDER DOCUMENT 6 OF 6

TEMPLATE

LEGALIZATION STATEMENT OF THE TENDERER¹

(Covers paragraph 6.2.2 of document 2 of the Tender Notice)

I, the undersigned, as the authorized representative of the bidder²....., state that:

1. - (For Greek tenderers)

The bidder is registered in³.....

- (For foreign tenderers

The bidder is registered in

(the respective registry, the respective legislation of the country of establishment and all necessary access details –online address etc. - to be filled in by the service holding the tender)

2.⁴..... of the bidding legal person are:

.....

.....

.....

3. The legal representative of the bidding legal person is

4. The bidding legal person has legally:

4.1 decided to participate in Tender,

4.2 appointed..... to sign the bid

5. In case of any retroactive change in our bid, with regard to the conditions for non-occurrence of reasons of exclusion, during this bid's validity period or/and during any future agreement, we affirm that we will share this change with PPC immediately, otherwise PPC may:

- reject our bid and forfeit the Participation Letter of Guarantee
- terminate this agreement and forfeit the Participation Letter of Guarantee if the agreement has already been signed

Date:

The bidder

(Full name - capacity - signature)

- ¹ When the bidder is a natural person, this Solemn Statement shall be adapted to cover paragraphs 1 and 5, below
- ² The tenderer shall fill in the name of the bidding economic operator
- ³ It is filled in by the Service holding the tender depending on the scope:
 - "in the General Commercial Registry (GEMI) with share numberand observes all disclosure obligations as per the applicable law, in particular L. 3419/2005"
 - "in the Contracting Companies Registry (ΜΕΕΠ)", when provision for the participation of Public Works Contractors
- ⁴ It is filled depending on the legal form of the bidder either «The members of the board of directors.....» or «The administrators»

TEMPLATE

LEGALIZATION STATEMENT OF THE SUPPORT PROVIDER ¹

(Covers paragraph 6.2.7.a of document 2 of the Tender Notice)

I the undersigned, as the authorized representative of the support provider²....., state that:

1. The support provider is registered³.....
2.⁴..... of the legal person providing support are:
.....
.....
.....
3. The legal representative of the legal person providing support is
4. The legal person providing support has legally:
 - 4.1 decided to provide support to bidder for Tender,
 - 4.2 appointed to sign the documents of cooperation and this statement
5. In case of any change, with regard to the conditions for non-occurrence of reasons of exclusion, during the validity period of the cooperation with the bidder, we are committed to inform without delay about the change, otherwise PPC may:
 - reject the tender of the receiver our support and forfeit the Participation Letter of Guarantee
 - terminate this agreement and forfeit the Participation Letter of Guarantee if the agreement has already been signed

Date:

The Bidder

(Full name - capacity - signature)

INSTRUCTIONS

- ¹ In case the support provider is a natural person, this Solemn Statement shall be adapted to cover paragraphs 1 and 5
- ² It is filled in with the name of the economic operator providing support
- ³ It is filled in with details that confirm lawful exercise in the country of establishment of activities relating to the support provided (e.g. registration in the professional registry etc.)
- ⁴ It is filled in with either «The members of the board of directors.....» or «The administrators»

TEMPLATE

STATEMENT OF ACCEPTANCE OF THE TERMS OF THE TENDER AND VALIDITY TERM

(Covers paragraph 6.2.3 of document 2 of the Tender)

I the undersigned, as the authorized representative of the bidder¹....., state that the bidder:

1. Is fully aware of Tender Notice²..... and specifically all documents included in article 1 of document 2 thereof.
.....².....
2. Expressly and unreservedly accepts all the terms included in Tender³..... as well as the draft contract attached to this Tender Notice.
.....⁴.....
3. The bid shall remain valid in accordance with the provisions of article 3 of document 2 of the Tender Notice and the bidder is not entitled, under any circumstances, after the opening of the tender and throughout its validity period, to revoke or request amendment or supplementation of the bid in any way or form.
4.⁵.....

Date:

The Bidder

(Full name - capacity - signature)

INSTRUCTIONS

- ¹ It is filled in with the name of the bidding economic operator
- ² In the event that a confirmed on-site visit is required
an appropriate relevant statement shall be filled in as follows: "The prices of the Bid were determined upon examination at the site of the execution of the contract where the bidder became aware of the existing or potential circumstances and risks involved and may affect in any way the cost or the period of execution".
- ³ If any Supplements to the Tender Notice have been issued, the bidder shall fill in "and the Supplement(s) thereof No... to No..."
- ⁴ If an electronic auction has been additionally selected, the following paragraph shall be added: "The bidder has also become aware of the terms regarding the submission of financial bids for the tender through the Electronic Auctions System and unreservedly accepts these terms in their entirety".
- ⁵ The Service which carries out the tender, depending on the nature and the requirements of the scope of the contract and the provisions of each Tender Notice, shall add on the Template one or more of the following (including but not limited to) definitions:
"The tender:
 - does not include any Deviations from the Commercial and Financial Terms of the Tender Notice

-
- does not include other differentiations from the Technical Specifications of the Tender Notice, excluding any differentiations included in the submitted Table of Equivalent Technical Specifications
 - does not include other differentiations from the Technical Specifications of the Tender Notice, excluding any differentiations included in the submitted Table of Technical Deviations
 - does not include Deviations or other differentiations from the Commercial and Financial Terms of the Tender Notice, excluding those included in the submitted Table of Commercial Deviations"

TEMPLATE

CO-RESPONSIBILITY STATEMENT FOR JOINT VENTURES/ASSOCIATIONS

(Covers paragraph 6.2.5 of document 2 of the Tender)

We, the undersigned members of¹..... for².....,

1.
2.
3.

state that as part of our submission of our Bid in the above tender procedure and in the case the contract should be awarded to us, we shall be fully liable towards PPC, jointly, indivisibly and severally, in performing our obligations deriving from our Bid and from the contract.

Date:

The Bidders

(Full name - capacity - signature)

INSTRUCTIONS

- ¹ It is filled in depending on the form of the provider, e.g. "the joint venture" or "the association" or "the consortium"
- ² It is filled in with the scope of the tendering process

PARTICIPATION LETTER OF GUARANTEE SPECIMEN

Date:

To

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

We hereby guarantee expressly and unreservedly before you and in favor of your Bidder:

.....¹

That waiving expressly and unreservedly the exception of claiming the objection of distraint and division, as well as the non-personal objections of the principal obligor, severally liable and as direct obligors up to the sum of²....., for the participation of the above mentioned Contractor to the Tender held with scope, in accordance with Tender Notice No. and the supplements thereof, copy of which has been delivered to us and we hereby confirm that we have received it.

In the event that, as a consequence of the above guarantee, you decide that the said Contractor is in default with regard to any obligation assumed by him by virtue of his participation in the Tender, we hereby assume the obligation to pay forthwith in any case within five (5) days from your written notice, without any objection and dispute without considering the validity of your request, the guaranteed sum in total or in part, in accordance with your instructions and immediately upon your demand, without any authorization, action or consent of the Contractor and without taking into account the Contractor's potential objection, reservation or recourse to arbitration or to the courts, with the request that the present Guarantee be not forfeited or put under judicial sequestration being taken into consideration.

This guarantee refers only to those obligations which derive from the participation in the above tender up until the signing of the relevant contract, in the event the contract is awarded to him, and the delivery to you of a Good Performance Letter of Guarantee, as per your instructions. The present guarantee does not include the Bidder's obligations deriving from the performance of the relevant contract.

The validity period of this contract is thirty (days) longer than the validity term of the Bid of the tenderer.

Considering that by participating in the above tender, the tenderer accepts the extension of the validity period of its bid:

- a) after the end of the aforementioned validity period, to consecutive thirty (30) day long periods, unless otherwise it states the termination before the expiration date, and

b) upon notification to the tenderer of the award decision up until the signing of the contract,

we accept that this contract is valid for more than thirty (30) days of the validity of the tenderer's bid as described under a) and b).

For the extension of, the validity of the Letter of Guarantee beyond the twelve (12) months from the end date of the submission of the bids, prior consent is required.

The Letter of Guarantee shall be returned to us together with a written statement from you releasing us from the present guarantee.

INSTRUCTIONS

¹ Depending on the form of the bidder, the issuer of the letter of guarantee shall be filled in one of the following options:

- If natural person: (full name, father's name),
..... (VAT no.), (address) or
- If legal person: (name), (VAT no.),
..... (registered office address) or
- If Joint Venture/Association: of the natural or the legal persons
 - a) (name), (VAT no.), (home or registered office address)
 - b) (name), (VAT no.), (home or registered office address)
 - and so forth.
 - which in this case act as a Joint Venture/Association and are in whole and each member accountable to PPC

² The sum in Euro shall be written in words and in figures

GOOD PERFORMANCE LETTER OF GUARANTEE SPECIMEN

Date:

To

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

We hereby inform you that we expressly and unreservedly guarantee to you in favor of your Contractor:

.....¹.....

That waiving expressly and unreservedly the exception of claiming the objection of distraint and division, as well as the non-personal objections of the principal obligor, severally liable and as direct obligors up to the sum of²....., for the exact, faithful and timely fulfillment of any and all obligations of the Contractor pursuant to Contract no. as well as any supplements thereof and in full compliance with its terms. Copy thereof has been delivered to us and we hereby confirm that we have received it.

The scope of the contract is with a contractual budget of

In the event that, as a consequence of the above guarantee, you decide that the said Contractor is in default with regard to any obligation assumed by him by virtue of his participation in the Tender, we hereby assume the obligation to pay forthwith and in any case within five (5) days from your written notice, without any objection and dispute without considering the validity of your request, the guaranteed sum in total or in part, in accordance with your instructions and immediately upon your demand, without any authorization, action or consent of the Contractor and without taking into account the Contractor's potential objection, reservation or recourse to arbitration or to the courts, with the request that the present Guarantee be not forfeited or put under judicial sequestration being taken into consideration.

Finally, we state that our guarantee will continue to be in full force until any all obligations assumed by Contractor by virtue of the Contract and any supplements thereof, will have been fulfilled but no later than³..... months from the Contract validity start date. The validity of this guarantee will be extended beyond the aforementioned deadline without any objection on our part and upon your written demand which shall be submitted prior to the validity end date of this guarantee.

After the termination of the guarantee period or the extension demanded by PPC, this guarantee will be returned to us together with a written statement from you releasing us from the present guarantee.

ΟΔΗΓΙΕΣ

¹ Depending on the form of the tenderer, the issuer of the Guarantee Letter shall fill in one of the following options:

- If natural person: (full name, father's name),
..... (VAT no.), (address) or

-
- If legal person: (name), (VAT no.), (registered office address) or
 - If Joint Venture/Association: of the natural or the legal persons
 - a) (name), (VAT no.), (home or registered office address)
 - b) (name), (VAT no.), (home or registered office address)
..... and so forth.which in this case act as a Joint Venture/Association and are in whole and each member accountable to PPC
- ² The sum in Euro shall be written in words and in figures
- ³ The appropriate number of months is filled in by the Service holding the tender by taking into account the contract completion schedule plus a margin for possible delays (i.e. for a project with an eighteen (18) month time limit for the final acceptance, the maximum duration of the guarantee may be twenty two (22) months).