



**PROCEDURES FOR PROCUREMENT OF MATERIALS
AND SERVICES AND THE AWARD AND EXECUTION
OF TECHNICAL PROJECTS
OF PUBLIC GAS DISTRIBUTION NETWORKS SINGLE
MEMBER SA (DEDA)**

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PART A

Article 1 - SUBJECT OF PROCUREMENT AND TECHNICAL PROJECTS PROCEDURES

1.1 The following are hereby stipulated:

- (a) the procedures for the preparation and award of contracts for the supply by DEDA S.A. (or the Company) of any kind of materials, products, equipment and for the provision of services by natural or legal persons, as well as the procedures for the award of technical works.
- (b) the procedures for the execution of contracts for the supply by DEDA S.A. of any kind of materials, products, equipment and for the provision of services by natural or legal persons, as well as the procedures for the execution of technical works, regardless of their budget, unless otherwise provided for by the applicable European Directives.

1.2 In the execution of technical works or in the supply of materials and services where there is a specific legal legislation, the scope of which covers the COMPANY or its activities, the specific legal regulation shall prevail over the present one.

1.3 The Procurement Department is in all cases responsible for carrying out the procedures for awarding contracts for supplies and technical projects.

1.4 The following are excluded from the provisions of the present:

- i. Legal transactions for the establishment, alteration or abolition of contractual rights or rights in rem over real property.
- ii. Legal transactions for the creation, alteration or cancellation of rights to materials owned by DEDA S.A. as well as the destruction and other material acts concerning these materials.
- iii. Contracts of employment, loan of staff and employment of special advisers on a salary, hourly rate or time rate basis.
- iv. The provision of services regulated by laws, regulations or administrative provisions.
- v. Service contracts awarded to an affiliated enterprise whose principal activity is the provision of those services to its Group.
- vi. Any other cases of supplies that are determined on a case-by-case basis by decision of the Board of Directors of DEDA S.A.
- vii. Provided that there are no restrictions under National and/or European Law, DEDA S.A. may also apply the present provisions to the above excluded cases.

1.5 The above exceptions do not deprive the COMPANY of the right to freely apply the provisions of the present if this is possible and the circumstances allow it. In any case, however, there are specific procedures for the above exceptions which, together with the corresponding budget, will be approved by the body responsible for awarding the contract.

1.6 In the framework of the procedures for the award and execution of all contracts, DEDA S.A., fully respects the general principals of National and European Law, treats economic operators (suppliers/contractors) equally and without discrimination and acts transparently, in compliance with the principles of proportionality, mutual recognition, protection of private rights, protection of competition, protection of the environment and

sustainable development and takes the necessary measures to ensure the effectiveness of the contract. When drawing up the contract documents and during the execution of the contracts, DEDA S.A. takes care that the economic operators comply with their obligations arising from the provisions of environmental, social security and labour legislation, which have been established by European Union law, national law, collective agreements or international provisions of environmental, social and labour law.

Article 2 – DEFINITIONS

For the purposes hereof, uniform terminology has been used for the following words or phrases according to the meaning given to them in this Article.

- COMPANY or DEDA S.A.: Public Gas Distribution Networks Single Member SA (DEDA)
- Contracting entity: Public Gas Distribution Networks Single Member SA (DEDA).
- Procurement Department: The competent organisational unit of the COMPANY which has as its main object all matters concerning the purchase or lease of materials and services as well as the award of technical works, except for the cases specified in Article 1.4.
- Requesting/ Interested Unit: The competent Organizational Unit (Coordinating Directorate or Independent Department) of the COMPANY that prepares the feasibility report for the supply of materials or services or the feasibility report for the execution of technical works.
- Responsible Director: The Director heading the Requesting Coordinating Directorate or the Independent Department.
- Warehouses: The areas in the local organisational units of the COMPANY where materials are stored and maintained.
- Managing Unit: The competent Organizational Unit (Coordinating Directorate or Independent Department) which is responsible for the Quantitative/ Qualitative receipt of Materials and /or Services.
- Supplier: The natural or legal person who undertakes the supply of materials and/or services.
- Contractor: Any natural or legal person, association of persons, consortium, which based on its skills and experience, undertakes the execution of technical works.
- Affiliated Entities: The legal entities specified in Annex A of. Law 4308/2014.
- Mandatory Term: Any term of the Call for Tenders, non-compliance and/or deviation from which entails the rejection of the relevant tender.
- Desirable Term: Any term of the call for tenders that is not mandatory.
- Materials: All The products, materials, equipment, spare-parts procured, which may constitute either fixed assets or consumables of the Company, with the purpose of fulfilling its purposes, along with the services provided under the present.
- Services: The provision of all kinds of services to the COMPANY by legal or natural persons, guarding, equipment inspection and control work, supervision of project construction, transportation of personnel and materials, machinery maintenance contracts, maintenance and repair services, land transport services, telecommunication services, or consultancy services, IT services, research and development, accounting, market research, management consultancy, scientific and technical consultancy services, building cleaning services, publishing and printing services, waste collection services, education

and vocational training services, third party logistics services (warehousing, distribution), etc.

- Technical Work or Work: The outcome of a total of technical works for the creation of new structures or the extension, operation or repair or maintenance of older ones, intended to fulfil on its own a financial or technical function. This concept includes mainly the construction, expansion, maintenance, modernization, and repair of natural gas networks and relating facilities.
- Specification or Technical Description: The text that clearly and completely defines the physical and technical characteristics of a material or service in accordance with accepted international standards.
- European/Union Law: All the Treaties, Directives and Regulations in force in the Member States of the European Union.
- Tenderer/Candidate: "Tenderer" means a supplier or service provider submitting a tender, and "candidate" means a person who has applied to participate in any procedure hereunder. The service provider may be a natural or legal person.
- Project Contractor: Any natural person or legal entity, union of persons, consortium, who based on their skills and experience, are capable of conducting technical works and submit a relevant tender within the context of the present with the purpose of signing an agreement with the Company.
- Framework Agreement (Open contract): It is the agreement between the COMPANY and one or more of the suppliers, or service providers, which aims to define the general terms of the contracts to be concluded during a specific period, in particular as regards prices, quantities, times and delivery terms.
- Order/Contract: The written document approved in accordance with the provisions hereof and which sets forth, in accordance with the terms of the Call for Tenders of each feasibility report, the specifications for the supply of materials and/or services, the method of delivery and acceptance, the terms of payment and the other terms under which the supplier will supply the company with the materials or provide its services.
- Project Contract: The written document approved in accordance with the provisions hereof shall be signed between the Contractor and the Company and shall define, in accordance with the terms of the Call for Tenders, the manner and procedures for the execution of the Project.
- Evaluation and Opening Committee (Tender Committee): The competent body of the COMPANY responsible for the evaluation and opening of the tenders, which is consists of three (3) members. The members of the Committee shall be approved by the competent body.
- Acceptance and Monitoring Committee: The competent body of the COMPANY responsible for acceptance and monitoring of the contract, which is consists of three (3) members. The members of the Committee shall be approved by the competent body.

PART B

CHAPTER 1 - PROCEDURES FOR THE AWARD AND EXECUTION OF SUPPLIES OF MATERIALS AND SERVICES

Article 3 - METHODS OF SUPPLY OF MATERIALS AND SERVICES

- 3.1 For a procurement to be carried out, a request (feasibility report) from the Requesting Unit must always be submitted to the Procurement Department.
- 3.2 The ways in which the COMPANY selects suppliers for materials and services are the following:
- i. Open procedure, with a public invitation to tender, in which any interested supplier may submit a tender after publication on DEDA's website and/ or in the press of a summary of the relevant Call for Tenders. (Annex A).
 - ii. Restricted Procedure, with a competitive tender in which only those suppliers qualified either through a public call for expressions of interest or from the supplier lists (Annex B) may submit a tender.
 - iii. Negotiated procedure with prior publication of a call for tender, whereby DEDA invites suppliers of its choice by means of a call for tender and negotiates the terms of the conclusion of a supply contract with one or more of them (Annex C1).
 - iv. Negotiated procedure without prior publication of a Call for Tenders; this procedure applies in the cases detailed in Annex C2 to this document and in cases where a specific legal provision allows it.
 - v. Procedure of Direct Award of the contract to a specific economic entity, based on the criteria of the possibility of good and timely execution of the contract and of the economic offer. The economic entity may also be selected following the evaluation of more than one offer.
 - vi. Minor value contract award procedure, applicable to the supply of materials and services of a value not exceeding the amount of 2,500 Euros, in which it is possible that the award is performed without the prior conduct of any of the procedures provided for herein and without the prior drafting of a contract. The payment of the supply is performed, upon presentation of the relevant tax document.
- 3.3 In Open Procedures, the time limit for the submission of tenders is set at a minimum of ten (10) days from the date of publication of the Call for Tenders on the website and/or in the press.
- 3.4 Where electronic submission of tenders is specified, the time limit is reduced by five (5) days.
- 3.5 In Restricted Procedures the deadline for submission of tenders is set at minimum five (5) days.
- 3.6 In the minor value contract and in the Procedure of Direct Award, the submission of the tenders is made through e-mail. The deadline for submission of tenders is set no less than three (3) days. In case of urgency, the deadline for submission is set at minimum one (1) day.

Article 4 - SUPPLIER QUALIFICATION CRITERIA

- 4.1 The Requesting Unit in order to select the Suppliers of materials and services to whom it will give the opportunity to participate in the COMPANY's tenders, takes into account, as a minimum (indicatively and not restrictively) and subject to the provisions of Articles 11 and 12 of this Chapter, the following factors:
- a. The good name of the Suppliers (their reputation and reliability), their financial solvency as well as their relevant experience and participation in the relevant market (references).
 - b. The ability to provide materials and services without interruption.
 - c. The existence and provision by these Suppliers of technical information, maintenance and assistance in general and after the completion of the supply (after sales support/service).
- 4.2 The selling prices of the materials and services and the ability to deliver them in the agreed quantity and on time, compared to other Suppliers of good repute and with the same qualifications. Suppliers, who satisfactorily meet the above selection criteria of the COMPANY, and if they participate and meet the requirements of the call for expression of interest for the establishment of supplier pre-qualification systems, are included in the Company's Supplier Lists, which are revised every three years, by public call for each type of procurement. The task of reviewing vendor lists shall be undertaken by a three-member committee, whose members are approved by the CEO.
- 4.3 The registration or deletion of a Supplier from a pre-qualification system is possible at any time and always in accordance with the provisions of this document, the corporate procedures and the provisions set out in the call for expression of interest for the drafting of the Company's Supplier Lists.

Article 5 - METHODS OF SUPPLY/ ORDERING - CONTRACTS

The supply of materials and services should be made by methods that achieve the best results in terms of cost and functionality. The selection of the purchasing method is the responsibility of the Requesting Unit, jointly with the Procurement Department, and this will be indicated in the feasibility reports. A key criterion in the selection of the purchase method is the quantity and frequency of the purchased materials/services price taken into account in order to make the supply in a single transaction or in repeated transactions.

In the case of a single transaction, the order to close the deal is given by:

- a. Order: up to the amount of 2,500€ : is a unilateral statement by the Company addressed to the Supplier for the purchase of one or more specific materials/services (may also be made by e-mail).
- b. Contract: When the complexity of the agreement requires the detailed description of the terms and conditions of the agreement's execution, a Contract is drawn up by the Requesting Unit which defines the terms of cooperation between the COMPANY and the Supplier for the purchase of materials/services. The contract shall be drawn up in accordance with these Procurement Procedures.

In the case of recurring transactions, where the frequency of supply of materials/services is high, the methods that yield the most cost-effective results are:

- i. An Open Purchase Order, which is an order for one or more materials or services from a Supplier issued by the Requesting Unit that provides for a simplified ordering and

partial receipt procedure, either directly from the parties concerned or through a Warehouse. The COMPANY may or may not be committed to the purchase of a certain quantity of materials/services. The usual duration is one year with an agreed fixed price or adjusted to specific data.

- ii. An Framework Agreement (Open contract): It is the agreement between the COMPANY and one or more of the suppliers, or service providers, which aims to define the general terms of the contracts to be concluded during a specific period, in particular as regards prices, quantities, times and delivery terms which is a Contract entered into between the Company and the Supplier whereby an ongoing service is provided on behalf of the Directorate/ Departments concerned. Such a Contract is usually for a fixed period of time with a full and as detailed as possible description of the service to be provided and with a fixed unit price.
- iii. Special Agreements / Purchase Arrangements, not covered by the above described.

Article 6 - EXPENDITURE TIERS

6.1 In terms of expenditure budget, the supplies of materials and services are classified in four (4) tiers (1, 2, 3, 4), the limits of which are defined below, while the competent body for the approval of each of them is defined in Annex I of the present:

- Tier 1: up to EUR 2.500
- Tier 2: from EUR 2.501 to EUR 50,000
- Tier 3: from EUR 50.001- 100.000
- Tier 4: from EUR 100.001 and above

6.2 The above limits may be revised by decision of the Company's Board of Directors.

6.3 The above values, which define the limits of the Expenditure Tiers, do not include VAT or any other tax on the goods or services.

6.4 Contracts shall be signed by the persons making the award, provided that they have signature and representation powers granted by the Company's Board of Directors or as otherwise specified on a case-by-case basis.

Article 7 - PHASES OF PROCUREMENT OF MATERIALS OR SERVICES

The main phases for the procurement of materials and services are as follows:

- a. Compilation, Budget Control and Feasibility Report Approval
- b. Compilation of tender documents
- c. Request and receipt of tenders
- d. Opening of Tenders (where required)
- e. Evaluation of Tenders (where required)
- f. Award
- g. Signing an Order or Contract

The documents are based on templates. The Procurement Department or the Requesting Unit shall complete the templates according to the specific information of each tender.

The Procurement Department of DEDA at least once every month must arrange a “Clarification meeting or Sourcing Table” with Procurement Department of Italgas SpA, and/or DEPA Infrastructure SM SA.

Article 8 - FEASIBILITY REPORTS / GENERAL POLICY

- 8.1 The approved feasibility report must be prepared by the departments concerned (Requesting Unit) and submitted to the Procurement Department in good time to allow sufficient time to take the necessary steps for its implementation.
- 8.2 The feasibility report is submitted electronically by the final signatory and/or the Requesting Unit to the Procurement Department for the purchase of materials and services required for its needs. The Procurement Department shall take all necessary steps for its implementation.
- 8.3 Feasibility Reports and any other supporting material are archived and kept electronically by the relevant Requesting Unit and the Procurement Department. Feasibility Reports can not be split. Splitting them is defined as the issuance in a relatively short period of time of several requests for similar materials and services, which results in the downgrading of the cost tier. However, if a subdivision is necessary, the feasibility report will be approved at the next step each time and the reason for the subdivision will be fully justified.
- 8.4 Feasibility Reports should indicate whether the supply requirements are for security stocks or for immediate use. Stock is defined as the quantity of a material that is in the COMPANY's warehouses and is monitored through an IT System, a Card or any other way.

Article 9 - VALIDITY AND STAGES OF THE FEASIBILITY REPORT

- 9.1 The Requesting Unit completes the feasibility report in accordance with the applicable corporate procedure, obtains the required approvals by the competent body. The feasibility report is submitted to the Procurement Department, which ensures the continuation and completion of the procedure.
- 9.2 The Feasibility Report must include:
 - i. A full and clear description of the requested service materials, where required, a technical specification with full details, drawings or other technical data, possible inspection and any certificates that may be required or other specific instructions.
 - ii. The quantity requested and the unit of measurement such as pieces, metres, tonnes, etc.
 - iii. The estimated expenditure and whether its amount is provided for in the corresponding approved budget. If the expenditure is not foreseen, the approval of the next expenditure tier is required.
 - iv. Date of necessity and place of delivery of the materials or services. (In particular, the date of necessity should be as clear as possible and expressions such as *Immediate*, *Urgent*, etc. should be avoided without good reason.
 - v. Proposal for the procedure to be followed (e. g. type of tender procedure). If no tender procedure is proposed, this must be justified; if a tender is proposed, the type of tender must be proposed.

- vi. Comment on whether guarantees are required.
- vii. In the case of a restricted tender procedure, a list of proposed Suppliers from the qualified Supplier Lists, in cooperation with the Procurement Department.
- viii. Feasibility Reports will indicate whether it is a recurring Request for identical materials/ services or is first- time procurement.
- ix. Any correction to numbers or specifications in the Feasibility Reports must be initialled by the person who approves it.
- x. Also, in each feasibility report, before forwarding to the Procurement Department, the non-availability of these materials at the given moment in stock in the warehouses of the COMPANY must be checked and confirmed.

9.3 Once the Procurement Department receives the feasibility report, it follows the following procedure:

- i. Confirming the adopted procedure. The Procurement Department takes the necessary steps for its implementation.

Article 10 - APPROVALS OF FEASIBILITY REPORTS

- 10.1 The approval of the Feasibility Report shall be given by the bodies set out in Table 1 of Annex I.
- 10.2 For the more efficient follow up of the approval process, and of any other process where signatures of competent persons are involved, all parties involved are requested to note the date of signature next to their signature. In all cases where the signature or initials of a competent person is placed on any document related to the Procurement procedures from the feasibility report to the Contract or the Order, this will necessarily be accompanied by a relevant stamp with his/her full name.
- 10.3 In all cases where the signature or initials of a competent person is placed on any document related to the Procurement procedures from the feasibility report to the Contract or the Order, this will necessarily be accompanied by a relevant stamp with his/her full name.

Article 11 - PREPARATION OF PREQUALIFIED SUPPLIERS LISTS.

- 11.1 The Procurement Department in cooperation with the Requesting Units prepares, following a call for expression of interest (every two years or as otherwise determined by decision of the Board of Directors) and after a detailed investigation and study of the data provided, lists of pre-qualified suppliers for the various categories of materials and services, and communicates them to all the Directorates of the COMPANY. In particular, the lists of pre-qualified suppliers will include categories and different economic levels per category. For each economic level of each category, a call for expression of interest will be held, specifying the necessary supporting documents per category and economic level. At the same time, the Procurement Department draws up a notification, in which it states the purpose of the pre-qualification system and the way in which access to the rules governing it is provided and publishes it on the Company's website and in the Official Journal of the European Union, if required.

- 11.2 The task of drawing up the lists of suppliers is undertaken by a committee approved by the CEO. The committee will be composed of: 1) one (1) person of the Procurement Department, 2) one (1) person of the Requesting Units and 3) one (1) person appointed by the CEO of the COMPANY, which shall prepare a report to accompany the list and submit it to the Board of Directors of the COMPANY for approval. There is provision for a different committee for each economic level of each category in the lists.
- 11.3 In the process of drawing up the pre-qualification lists, care shall be taken to ensure that economic operators may, at any time, apply for pre-qualification. The criteria and rules laid down for the exclusion and selection of economic operators applying for pre-qualification, as well as the criteria for the operation of the pre-qualification system, covering issues such as registration or deregistration from the system, the periodic updating, which is suggested every six months, of pre-qualifications, if any, and the duration of the system, shall always be objective and shall ensure compliance with the principle of equal treatment. In case of urgency, the competent body may approve the registration of an economic operator in the list.
- 11.4 The review of the Prequalified Supplier Lists is carried out by the Prequalified Supplier List Committee every three years or as otherwise determined by decision of the Board.

Article 12 - TENDER PROCEDURE USING THE PRE-QUALIFIED SUPPLIERS LISTS.

- 12.1 The Procurement Department uses the prequalified Supplier Lists from which it invites by invitation (Restricted Procedure), where tenderers or participants are selected among the suppliers already registered on these lists.
- 12.2 Interested suppliers respond to the call for expression of interest by submitting a written financial tender. The opening of tenders submitted under this procedure, their evaluation and the award of the contract shall be carried out as provided for in this Procedures Document.

Article 13 - DELETION OF SUPPLIER

A proposal to delete a supplier from a prequalification list, may be submitted by any Directorate/ Department of the Company to the Procurement Department if any of the terms and conditions set out in the pre-qualification system for this purpose are met. The Ceo shall convene a three-member committee, formatted according to the provisions of par 11.2 above, which shall review the proposal and shall proceed to a recommendation to the CEO of the Company. The recommendation must be submitted in writing and must be fully grounded as regards the unsuitability of the Supplier. The deletion may be permanent or for a certain period of time.

Article 14 - SUBMISSION OF TENDERS

- 14.1 Tenders are submitted to the COMPANY's Central Secretariat. The method of submission is provided for in the Call for Tenders and can be done in the following ways:
- a. Delivery of the tender by the interested parties or their representatives to the Central Secretariat of the COMPANY.
 - b. Tenders must be sent by registered post or by courier service.
 - c. Electronic submission of tenders and/ or through the electronic tender platform, if provided.

- 14.2 Tenders that are in any case out of time or tenders submitted by suppliers who have not been selected in the restricted tender procedure or tenders submitted by suppliers whose participation in tenders has been excluded and who have been (duly) notified of this, will not be opened or taken into consideration. In such cases, the interested suppliers are notified in writing by the Procurement Department for the receipt of their tenders (in case there are submitted in hard copy form) which are returned. If suppliers do not receive their tenders within two months of being notified, they will be destroyed.
- 14.3 If the Call for Tenders does not specify a time for the opening of tenders, then the tender is deemed to have been submitted in time if it is delivered to the COMPANY's Central Secretariat or another competent Agency specified in the Call for Tenders, by 16.00 p.m on the last day specified in the Call for Tenders.
- 14.4 If the Call for Tenders provides for the deposit of a sample, the sample shall be deposited to the COMPANY' s Central Secretariat in accordance with the provisions of the Call for Tenders.
- 14.5 If the Call for Tenders provides for the opening of technical and financial tenders at a single stage, tenders must be submitted in a single sealed Dossier bearing the word Tender, the number of the Call for Tenders and the other marking particulars provided for in the Call for Tenders. Tenders submitted in open format or oral form will not be accepted.
- 14.6 Tenders are drawn up in accordance with the terms and instructions of the Call for Tenders and include all the information specified by it, i.e. legal documents, any letter of guarantee, financial and technical data, information, etc.
- 14.7 The language in which tenders are drawn up is the language specified in the relevant Call for Tenders.
- 14.8 Tenders (in case there are submitted in hard copy form) must be submitted in one original and in as many "true" copies as specified in the relevant Call for Tenders. The original shall be signed on all pages by the supplier or by his duly authorised representative.
- 14.9 In the event of any discrepancy between the original and the copy, the original tender shall prevail.
- 14.10 Tenders (in case there are submitted in hard copy form), upon receipt by the COMPANY's Central Secretariat are registered in COMPANY's Central Secretariat and each tender file is marked with the protocol number and the date and time of registration.
- 14.11 The time of requesting and receiving tenders is determined by the Procurement Department according to the time of necessity indicated by the Requesting Unit in the Purchase Request. Tenderers must be given the time required for the preparation and submission of the Tender, particularly where a sample is requested with the tender for evaluation. Also, where tenders will be sent (or delivered) and received will be determined by the Procurement Department.
- 14.12 At the request of the competent body of the COMPANY, the Call for Tenders is published:
- a. In the case of an open tender: On Company' s website and/or one (1) daily financial newspaper and where required by applicable national and European legislation. In cases provided for by European Law, the summary of the Call for Tenders shall be published in the Official Journal of the European Union.
 - b. In the case of a restricted or negotiated tender procedure: The full version of the call for expression of interest is sent to the selected suppliers by e-mail, and/or

through the electronic tenders' platform, provided that candidates are already registered and using the platform.

- c. The full text of the Open Call for Tenders or the full text of the Call to express interest in participating in a Restricted Tender is published on the Company's website, in the field related to tenders, and/or on the electronic tenders' platform.

Article 15 - BONDS (LETTERS OF GUARANTEE) - COLLATERAL

15.1 Written Bonds

- a. The bonds are issued by credit institutions or other legal persons legally operating in the Member States of the European Union and entitled to do so in accordance with the law in force.
- b. By means of the bond, which constitutes a contract, the credit institution undertakes to pay a certain amount only following the statement of the person to whom it is addressed, without being allowed to ascertain whether or not the claim (principal debt) is actual or lawful.
- c. The bonds referred to below must include in principle:
 - i. The date of issue
 - ii. The publisher
 - iii. The Agency to which it is addressed
 - iv. The number of the bond
 - v. The amount covered by the bond
 - vi. The full name and address of the supplier to whom the bond is issued.
 - vii. The terms that:
 - the bond shall be irrevocable and unconditional and the issuer shall waive any objection to its use.
 - the amount of the bond shall be held at the disposal of the person to whom the bond is addressed and shall be paid in full or in part within five (5) days after a simple written notice.
 - the issuer of the bond shall be obliged to extend the validity of the bond, on the basis of a document from the competent authority, submitted before the date of expiry of the bond.

15.2 Participation Bond

The requirement to submit a participation bond of 2% of the total budget (excluding VAT) of the application is at the discretion of the COMPANY. In case the candidate supplier wishes to bid for part of the requested items, the bond will be proportional to the percentage of the budget of the items offered. The competent body approving the Feasibility Report has the right to request a Participation Bond. The Participation Bonds are kept until the signing of the contract or the acceptance of the order by the Supplier, at which point they are returned to the non-selected suppliers, while the contractor's is replaced before the signing of the Order or the Contract with a Performance Bond, if provided for by the Call for Tenders. Participants who are definitively excluded from the Tender will be reimbursed earlier, i.e. either after the expiry of the time limit for lodging objections to their exclusion or after the competent Courts have issued a decision (a decision issued on an application for interim protection is sufficient).

15.3 Performance Bond

For Supplies or Services, if required, a Performance Bond of 4% of the value (excluding VAT) of the Order or Contract is requested. The requirement to submit a performance bond is at the discretion of the COMPANY. The Performance Bond will be returned by the Company to the Contractor after its expiry, provided that no proceedings have been initiated for its forfeiture. In the event that after the expiry of the contract period it is established that there are outstanding issues of any nature between the Company and the Contractor, or third party claims have arisen against the Company through the fault of the Contractor, the Contractor must extend the validity of the Performance Bond letter until the settlement of the above issues and for an amount corresponding to the amount of its outstanding obligations.

15.4 Warranty Bond

The Company has the right to request at the termination of the Contract the replacement of the Performance Bond by a Warranty Bond of a value equal to fifty percent (50%) of the first one. The Warranty Bond will be valid for the entire duration of the twenty-four (24) month Warranty Period. This bond must be paid upon first request, and the guarantor bank must be of high creditworthiness and must waive the rights to discussion and division and allocate the amount of the guarantee to the Company within five (5) days, upon receiving a relevant request by the Company. Moreover, the guarantor waives the right to submit any objection against or review the validity of the reason that resulted to the forfeiture of the bond.

Article 16 - RECEIPT OF TENDERS

- 16.1 In case of tenders, tenders in paper or/and electronic format will be accepted provided that they are received within the specified date and time of submission. The tenders should bear the Tender Number and should be sent/submitted sealed to the COMPANY's Central Secretariat where they are registered, and without being unsealed, they are delivered, if possible on the same day, to the competent Committee (Opening and Evaluation Committee).
- 16.2 Tenders received or delivered after the date specified in the invitation to tender or the extension date will not be accepted.
- 16.3 Delays in the submission of tenders may not be justified, except in cases of force majeure, such as postal strikes, etc., which shall be dealt with by setting a new closing date for submission which shall be communicated to all participants.
- 16.4 If an e- tenders platform is used for the conduct of tenders, then the initial recording and time-stamping of tenders is carried out by the system. In addition, there is the appropriate software to ensure that the system excludes the submission of tenders beyond the specified deadline.

Article 17- OPENING THE TENDERS

- 17.1 The date, time and whether or not the opening will take place in the presence of the participants in the competition will be referred in the call of tender and the Procurement Department will inform the participants in good time by e-mail.
- 17.2 Tender dossiers (in cases where sealed tenders have been requested) are opened by the

competent Opening and Evaluation Committee, in accordance with Table 2a of Annex I, Opening and Evaluation Committee.

- 17.3 The opening of tenders is carried out in one or more stages, as specified in the Call for Tenders, by the Opening and Evaluation Committee.
- 17.4 The opening takes place on the day and time specified in the Call for Tenders or the relevant communication. Suppliers may, where this is provided for in the Call for Tenders, be present at the opening of tenders (in case there are submitted in hard copy form) either in person or represented by a representative.
- 17.5 A member of the Procurement Department may be present during the opening ceremony.
- 17.6 The task of the Opening and Evaluation Committee at the stage of the Opening of Tenders is to examine the timeliness or not of the tenders, to check the existence of the required supporting documents and the completeness in general of the formal requirements set out in the Call for Tenders, to classify the tenders as formally acceptable or not and to communicate to those present the main technical and financial elements of the tenders. Where the Call for Tenders provides for the opening of tenders in more than one stage, the passage to the next stage is only for the tenders that were accepted at the previous stage, as specified in the Call for Tenders. The dates of the opening of the dossiers included (sealed) in each tender, which relate to the subsequent stages, are communicated by the Company to the tender participants whose tenders were accepted (during the previous stages), if it is provided in the tender documents. The technical and financial information will be communicated respectively when the dossiers for each stage are opened, in accordance with the provisions of the tender documents. The Opening and Evaluation Committee concludes its work by drawing up the Tender Opening and Evaluation Report(s).
- 17.7 On the date provided for in the Call for Tenders, after any issues on the part of the suppliers regarding the dispatch of tenders have been effectively addressed by the competent officials of the Procurement Department, an opening ceremony is held, in the presence of representatives of the suppliers, participating in the tender, if this is foreseen/required. If the tender is preceded by a Technical Evaluation (of the Financial Evaluation), then only the dossiers with the Supporting Documents and the technical data are opened, while the dossiers with the financial data are opened at a date and time to be determined later. If this is not the case, the dossiers with the supporting documents and technical specifications and the dossiers with the financial specifications shall be opened in a joint meeting.

Opening Report:

- 17.8 The appointed Opening and Evaluation Committee shall be in charge of the opening and the preparation of the relevant report. The Opening Report concerning the Tenders shall indicate the date of the Opening, the code number of the Feasibility Reports, the estimated expenditure, the number of those invited, the details of the Suppliers who submitted Tenders, the persons present at the Opening, any objections and any observations made by the Committee. The members of the Committee shall check the completeness of the information submitted and initial the relevant pages of the tenders and files.

Article 18 - EVALUATION OF TENDERS AND CONTRACT AWARD - OBJECTIONS

- 18.1 For the purpose of evaluating and comparing the tenders, a comparative table may be drawn up setting out their data. The compilation of the table is carried out by the Opening and Evaluation Committee.
- 18.2 In the case of tenders in foreign currency, the comparative table for the conversion of non-Euro currencies shall be drawn up taking into account the Central European Bank's Price Quotations of the date of opening of the financial tenders. Any issues that may arise regarding the exchange rate policy of the EURO in relation to foreign currencies, the competent body is the COMPANY's Management for issuing relevant instructions and adhering to the policy in such cases. The same exchange rates are taken into account for the conversion of the value of the order issued in foreign currency, which is agreed to be paid in Euro, on the date of the Supplier's invoice.
- 18.3 The evaluation of tenders is carried out by the Opening and Evaluation Committee. The task of the Committee, during the phase of the Evaluation of Tenders, is the processing of the data of the tenders, their evaluation, the determination of the order of reduction based on the criteria provided for by the Call for Tenders and the preparation of the relevant minutes.
- 18.4 The tender evaluation process includes the technical and financial evaluation and the combination of the results of both to arrive at the final integrated evaluation of the tenders. Where additional information is requested with the tenderer, this shall be indicated in the evaluation report.
- 18.5 Where the criterion for the award of the contract is the most economically advantageous tender on the basis of price only, the Opening and Evaluation Committee shall first check the supporting documents and then evaluate the technical offers of the tenderers whose supporting documents it considers complete. For the technical evaluation, the Committee is allowed to correspond directly and written, with tenderers for clarifications or additional information of a technical nature only. The Opening and Evaluation Committee then proceeds to the evaluation of the financial offers of the tenderers whose supporting documents and technical offer have been deemed acceptable. At the stage of the financial evaluation of tenders, the Committee may also ask tenderers to clarify the financial aspects of their tenders. The Opening and Evaluation Committee draws up an Evaluation Report with its proposals and submits it to the COMPANY's body responsible for approving the result of the tender procedure. The Opening Report and the Evaluation Report may be incorporated in a single record.
- 18.6 Where the criterion for the award of the contract is the most economically advantageous tender based on best value for money (i.e. the tender is carried out in more than one stage with technical evaluation, based on evaluation criteria), the Tender Committee shall first check the supporting documents and then evaluate and score the technical offers of the tenderers whose supporting documents it considers complete. The evaluation and scoring shall be carried out in accordance with the terms of the tender document. For the technical evaluation, the Committee is allowed to correspond directly and written, with tenderers for clarifications or additional information of a technical nature only. The evaluation procedure is completed with the writing in a record of the tenderer the results of evaluation of the supporting documents, the results of the evaluation of the technical offers, the scoring of the accepted technical offers based on the evaluation criteria. Once the evaluation has been completed in accordance with the above, the files of the financial offers of those tenderers who have not been rejected in accordance with the above shall be opened. The Tender Committee shall proceed with the evaluation of the financial offers that have been opened and shall draw

up a record in which the tenders shall be listed in order of ranking, based on their overall score, as well as its reasoned recommendation for their acceptance or rejection. At the stage of the financial evaluation of tenders, the Committee may also ask tenderers to clarify the financial aspects of their tenders.

- 18.7 The Opening and Evaluation Committee may in its opinion propose:
- a. Award of the supply contract for all or part of the quantity.
 - b. Cancellation of the results of the tender procedure and its repetition, with or without modification of the terms and technical specifications.
 - c. Cancellation of the results of the tender and direct award of the supply of the material/ services, for all or part of the quantity, if provided for in the tender file. In such a case, the award must be fully justified.
 - d. Cancellation of the supply.
- 18.8 The Opening and Evaluation Committee, in accordance with the provisions of Annex I – Table 2, requests the approval of the competent corporate body and then, after informing the Procurement Department, the procedure for the award of the Tender is followed in accordance with the provisions of Annex I - Table 3.
- 18.9 Any interested party, which has or had an interest in being awarded a specific contract may, within a period of three (3) working days after the COMPANY has notified, in accordance with the terms of the Call for Tenders, its decision for any phase of the Tender, file an objection before the COMPANY. Objections are examined by the Legal Department.
- 18.10 The award of the supply is completed with the approval of the result of the Tender by the competent body of the COMPANY. The COMPANY reserves the right to allocate the supply to more suppliers, if this is required by specific and documented reasons, such as indicatively and not limited to:
- i. To serve its general interests.
 - ii. The existence of market conditions tending to lead to a monopolistic market structure.
- 18.11 In the event of equality or equivalence of tenders, the award shall be made either by negotiation, or by the allocation of the supply among the equal or equivalent suppliers, or by a draw of lots, which shall be carried out by the Tender Committee in the presence of the suppliers concerned if they so wish.
- 18.12 Cancellation or repetition of the tender is made if the competent body of the COMPANY considers that:
- i. The result of the tender procedure is unsatisfactory.
 - ii. Competition was insufficient or there are serious indications that there was collusion between the bidders to avoid effective competition.
 - iii. Extraordinary reasons such as change in the needs of the COMPANY, etc.
- 18.13 The body of the COMPANY that will decide to cancel or repeat the tender procedure should be the same competent body which has approved the procedure. In the event that the COMPANY decides to cancel the tender or to repeat it, it must notify this to those who received the Call for Tenders or submitted a tender as well as to the Publications Office of the EU, if the relevant invitation to express interest or to submit a

tender has been published in the Official Journal of the EU.

18.14 If errors or omissions are found at any stage of the Tender procedure, the Tender may be partially cancelled and either the result of the Tender procedure may be reformulated accordingly, or the Tender procedure may be ordered to be repeated from the point where the error or omission occurred. The relevant decision is taken by the competent body of the COMPANY, responsible for approving the result of the tender procedure.

18.15 In no case shall the COMPANY be obliged to pay to the contestants any compensation for expenses or other positive or consequential damages that they may have suffered from their participation in the Tender procedure.

18.16 Notice of Award of Supply Contract

- a. The award of the contract shall be notified by letter/ e – mail/ electronic platform.
- b. In the case of a competitive tender, then, after the above-mentioned announcement, information on the results of the tender shall be provided to the interested parties in accordance with the relevant provisions of these Procurement Procedures.
- c. Contracts or purchase orders shall be drawn up for the implementation of supplies, containing general and/or specific conditions of supply.
- d. Amendments to contracts or orders shall always be made in written.
- e. Depending on the amount of the supply, as specified in the relevant provisions herein, a contract or purchase order shall be signed.
- f. The sending of a letter of intent does not constitute a contract or an order. The letter must therefore be followed by the signing of a contract or purchase order to activate the supply.
- g. The award is subject to the written acceptance of all the terms of the specific award by the supplier.

18.17 Bidding/Awards

The term Bidding includes the simple case of comparing prices that have been reduced to a common basis of the accepted tenders with regard to each of the terms of the Call for Tenders, as well as Bidding after Technical and Economic Evaluation, where technical factors are involved in addition to economic ones. The term Award includes, apart from the direct assignment to a specific supplier, the case of grouping, in the most advantageous way for the COMPANY, of multiple materials.

"Grouping" in the tender evaluation and award phase is the technical and economic procedure that refers to cases where one or more Suppliers bid on a small number of items compared to the other participants and it is in the COMPANY's interest to avoid fragmentation of orders (better control, less administrative costs, etc.). Such a problem usually but not exclusively occurs in Tier 1, and if these items absolutely need to be purchased in that period by the other bidders (alternatively, it is possible that they can be cancelled and included in a new feasibility report, then they will need to be "grouped" with the bidders' items. As far as the relevant approvals are concerned, qualification and award that includes grouping shall be classified as an award. In the Award, the approval is given by the responsible persons of the next step.

18.18 Completion of the order process

After the Award or Cancellation of a tender procedure has been approved, the relevant file containing all the elements of the tender procedure (the application, the Call for

Tenders, the tenders, the evaluation, the recommendations, the approval, etc.) is forwarded to the Requesting Unit for the issuance of a written order (FAX also has the status of a written order) or for the drawing up of a Contract following a proposal by the Requesting Unit. In urgent cases and before the signature of the Contract, the COMPANY may send by MAIL or fax an intention to award a contract, signed by the Director of the Requesting Unit. The above file shall be kept by the Requesting Unit in a file and in electronic file by Procurement Department.

18.19 Evaluation/Comparison Criteria

The COMPANY shall award the contract, based on the award/evaluation criteria set out in the relevant Call for Tenders and/or call for expressions of interest and/or call for financial tenders. If the tenders are considered to be unprofitable or technically unacceptable, the persons responsible for evaluating the tenders may recommend that the tender be cancelled, with the possible exclusion of certain firms or companies from the tender in question, or the addition of new ones. Regardless of the method of tendering ("open" tender or "by invitation"), the tender procedure may be announced and carried out in two stages, i.e. the technical evaluation may take place before the opening of the financial tenders.

18.20 Tender repetition

The COMPANY is not bound to award a tender on the basis of the tenders submitted, but reserves the right, following the recommendation of those responsible for the evaluation of the tenders, to repeat the tender or, if provided for in the tender document, to request improvement of the tenders in sealed Dossiers within a regular period, in accordance with the procedure for opening and evaluating tenders and awarding a tender under the present tender procedure for tenders "by invitation", between at least the three most successful tenderers. The decision to repeat the tender in accordance with the above will be taken by those who have the power to award the contract.

18.21 Classification by expenditure tier

In order to approve the evaluation and award of a tender, the classification of the order in an expenditure tier is not based on the estimated cost but on the award price of the order, where possible. The above classification in a lower tier of expenditure shall not apply if it is the result either of a reduction in quantities after the submission of tenders or the price or of a breakdown of the order.

18.22 Revision

If the examination of the tenders reveals an overrun of the budgeted price of more than 25% for supplies in foreign currency and 15% for supplies in EURO, the Competent Authority will be notified to issue a reasoned revision of the request (with the same number) for the actual expenditure. The revision shall be signed by the same persons who signed the original application and is approved by the competent body which approves the contract, unless the revision places the new expenditure in a subsequent scale, in which case it shall be signed by the persons responsible for the new scale. Review of the request is also made for an increase in quantities of more than 10%, while for an increase of up to 10% the justification for the additional quantity, e.g. standardization of packaging, bulk shipments, etc., will be indicated in the recommendation/ award.

18.23 Differentiation of procurement procedures under special conditions

The CEO of the COMPANY and up to the amount authorized for Award may approve procurements by summary procedures and notwithstanding the present, in order to simplify and expedite procedures in special cases.

Article 19 COMMERCIAL AGREEMENT FOR THE PURCHASE OF MATERIALS/SERVICES (ORDERS/CONTRACTS)

19.1 Trade agreements

After the completion of the tender procedure and the award (as a rule) to the successful bidder, a commercial agreement must be concluded, which binds the COMPANY and the Supplier, for the purchase of the material/service, in accordance with the terms of the Call for Tenders and the commercial rules. The closing of the agreement can be done by Order, Open Order/Contract or Contract.

19.2 Purchase Order

The Purchase Order is an official document by which the Requesting Unit, competent for the handling of the Order, undertakes the obligation to purchase a material or service and binds the COMPANY and the Supplier if accepted, after the approval of the competent body. It should therefore be clear and complete. The Requesting Unit is responsible for ensuring that the Order is commercially and technically correct in every detail. Below are the details of the Purchase Order:

19.3 Preparation of Purchase Orders

The Order must include the following details:

- a. The Supplier's full name and address.
- b. The number of the Purchase Order.
- c. The date of the Purchase Order.
- d. Payment terms.
- e. The full address of the delivery point.
- f. The invoice delivery address.
- g. The quantity, the unit of measurement, the material number (when available), and the full specification.
- h. The code numbers of the goods, if they are materials or supplies from the Warehouse.
- i. The price at which it will be clearly stated whether it includes taxes (and which ones), stamp duties, etc. and who bears them, discount (if any), terms of delivery of the material and delivery period.
- j. Price stability or type of price adjustment.
- k. Any special agreements, e.g. acceleration terms, guarantees, inspection requirements, etc.
- l. The standard conditions of purchase of the COMPANY.
- m. The reference data and the date of the Supplier's offer.
- n. Any other information that should be noted by the Supplier on the documents accompanying the material such as invoices, bills of lading, etc., which will facilitate

the relevant procedures for the receipt of the material.

Modifications

All modifications to the Purchase Order, whether because they are requested by the party requesting the Purchase Order or because the Supplier is unable to respond and provide the supplies requested to be purchased, will be made by the issuance of another Purchase Order, which will be marked "Modification No." The number of the Amendment will be the same as the number of the original Order. The authorization for the issuance of the Amendment to the Order and its distribution / notification are carried out in the same way as the original Order.

19.4 Delivery and Receipt

The Requesting Unit, competent for the handling of the Order shall bear all responsibility from the date of issue until the date of delivery of the supplies to the place specified. The representative of the Requesting Unit receiving the materials or services is obliged to sign and send the relevant Invoice/Shipment Note or the Import Note (for Warehouse) to the Accounting Department in time for the payment of the supply.

19.5 Open Purchase Order/Contract

- i. Open Purchase Orders are issued only by the Requesting Unit for materials and services that are required regularly and repeatedly and for quantities that are normally estimated to cover the needs of a year under certain conditions and prices.
- ii. The Competent Body (Requesting Unit) should review and analyse the data on the purchase of materials and services for those items purchased on a regular and recurring basis. These items will be singled out and Open Orders will be created for them to facilitate their purchase. The items covered by Open Orders may include the provision of services, goods, equipment and spare parts, consumables, or stationery.
- iii. Departments and Directorates using the various materials prepare Open Orders for purchases made regularly and on a recurring basis. The Budget Department should review the Monthly Order Data submitted by the Departments and the appropriately processed data from the Accounts Payable System and prepare Open Orders accordingly.
- iv. The purchase of materials and services through an Open Order/Contract is made directly by the persons who will use the supplies and are authorized to make purchases. The number of the Open Order must be indicated each time the above forms are used by those entitled to use them and must be stated on the Supplier's invoice.
- v. The Budget Department shall keep a list in which all current Open Orders shall be listed. The list will be appropriately updated with the latest data each time it is distributed to the departments of the interested parties so that they can be fully informed about the availability of materials from Open Orders.
- vi. The Requesting Units or the Services and Departments concerned, must review each Open Order for renewal before its expiry date (approximately 45 days). The procedure for market research and the invitation to tender must be followed when an Open Order is to be renewed. It is necessary to allow sufficient time during the

renewal process to find new suppliers and contractors, and to make proper calculations of the COMPANY's needs. The comparison of tenders for Open Orders must indicate both the changes in prices and the time and details of the original Open Order.

19.6 Control and Remarks on the Contract

The text and conditions of the Contract must be checked and commented on by the Requesting Unit related to the scope of the contract. Legal control is followed by the Legal Department of the COMPANY before the signing of any contract. The signature of the Contract shall take place after the final check and in accordance with the procedures set out herein, depending on the amount of the expenditure.

19.7 Distribution of copies of the Contract

Copies of the Contract shall be distributed as follows:

- a. one (1) original in the Procurement Department's file,
- b. one (1) Original to the Supplier
- c. one (1) copy shall be sent electronically to the Requesting Unit concerned,
- d. one (1) copy shall be sent electronically to the Financial Directorate.

19.8 Amendment to Contract

The Contract may be amended at the request of the Requesting Unit. The amendment may include: extension of the Contract, extension of the duration, variation of the quantity, change of delivery time, adjustment of the price provided for in the Contract, unforeseen works of a service for which a tender has already been held, etc. For the approval of the Request and the signing of the Amendment, the amount of the total expenditure will be taken into account and all other procedures as for the Contract will be followed.

19.9 Penalty Clause

The penalty clause and the determination of the amount for delay in the performance of critical contracts, services or delivery of materials is set as a Contract term with the cooperation of the Directorate/ Department of Procurement of the Agencies Interested.

19.10 Exemption from Bond

As a rule, the terms of the Contract provide for a performance bond. In the event that for special reasons (e.g. urgent work) it is not possible for the Supplier to provide a bond, the competent Directorate/ Department shall recommend, with the signature of the body giving final approval of the Purchase Request and the agreement of the body awarding the tender, that the Supplier be released from the bond requirement.

19.11 Contract Termination

It shall be made in accordance with the terms of the Contract and on the basis of a duly justified recommendation from Requesting Unit. The opinion of the Legal Services Department is requested and signed by the Legal Representative of the COMPANY or the duly authorized person.

Article 20 - SIGNING OF ORDER OR CONTRACT

- i. The order for the supply of materials or services to the selected supplier is made by written Purchase Order or by signing a Contract as described above.
- ii. For the uniformity of signatures in cases of one or more Order or Contract in the same Tender Procedure, all of them shall be signed by the same responsible persons as specified in Table 1 (Annex I).
- iii. A Contract is not required for supplies within Tiers 1, unless other reasons require it. In special cases, a Contract for Supplies or Services falling under Tier 2 may not be drawn up, subject to the approval of the competent body.

Article 21 - MANAGEMENT OF CONTRACTS

Contracts are managed by the services of the COMPANY that have been duly designated. The competent body (a head of service or a monitoring and acceptance committee) responsible for the management of the contract shall be designated in an administrative note which shall accompany the contract text, unless this is expressly stated in the contract. The start of management is defined as from the signing of the relevant Contract or its activation.

This consists of the following:

- i. The monitoring of contractual terms, i.e. the control of the general and specific terms of the Contract during its execution.
- ii. Financial monitoring, i.e. the control of the financial terms of the Contract and the payment process.
- iii. Monitoring the schedule and controlling the progress of services - deliveries.
- iv. The Manager also checks the authorizations for the necessary approvals in case of exceedances or modifications of the terms of the Contract (e.g. New work, excess quantities, excess times, etc.) in accordance with the applicable Procurement Procedures and the relevant supplementary decisions of the COMPANY.
- v. At the end of the services/delivery of materials, a committee is appointed by the successful tenderer to close the contract and a Close-out Report is drawn up.

Article 22 - MANAGEMENT RIGHTS

- 22.1 The CEO of the Company, acting individually or jointly with the CEO of DEPA Infrastructure or the Board of Directors of the Company, depending on the tier of expenditure to which each procurement falls and in accordance with the provisions set out in Annex I, Table 1 of this document may intervene at any stage of the procurement process and decide to repeat the process or cancel the procurement.
- 22.2 The Board of Directors of the COMPANY has the right to award or not an invitation to tender or to cancel it or to decide on a procedure other than the one set out herein.
- 22.3 The Board of Directors may, in the event of corporate changes in the organizational structure of the Company, adapt the articles of this document to the new corporate structure and in cases of urgent need, with a reasoned decision, amend them for a certain period of time if necessary to achieve the objectives of the Company, as defined by law and its Articles of Association.
- 22.4 It is FORBIDDEN to republish, reproduce, in whole, in part or in summary, the content of this document in any way, without the prior written permission of the Company.

22.5 Where it is not stated who approves, it is understood that the final signatory approves.

Article 23 - ENTRY INTO EFFECT OF PROCEDURES

23.1 The present becomes effective from the date of its approval by the Board of Directors of the Company.

23.2 The paragraphs 4.2, 4.3 and articles 11, 12 and 13 will become effective from the date of the creation of prequalified suppliers list.

CHAPTER 2 - PROCEDURES FOR THE AWARD AND EXECUTION OF TECHNICAL WORKS

Article 1 - METHODS OF PERFORMING TECHNICAL WORKS

- 1.1 In order to carry out a technical project, a feasibility report from the Requesting Unit is always submitted to the Procurement Department in good time to allow sufficient time to take the necessary steps for its implementation.
- 1.2 The ways in which the COMPANY selects the Contractors for the execution of a technical project are the following:
- i. Open procedure, with a public invitation to tender, in which any interested supplier may submit a tender after publication on DEDA's website and/ or in the press of a summary of the relevant Call for Tenders. (Annex E).
 - ii. Restricted Procedure, with a competitive tender in which only those suppliers qualified either through a public call for expressions of interest or from the supplier lists (Annex F) may submit a tender.
 - iii. Negotiated procedure with prior publication of a call for tender, whereby DEDA invites suppliers of its choice by means of a call for tender and negotiates the terms of the conclusion of a supply contract with one or more of them (Annex G1).
 - iv. Negotiated procedure without prior publication of a Call for Tenders; this procedure applies in the cases detailed in Annex G2 to this document and in cases where a specific legal provision allows it.
 - v. Procedure of Direct Award of the contract to a specific economic entity, based on the criteria of the possibility of good and timely execution of the contract and of the economic offer. The economic entity may also be selected following the evaluation of more than one offer.
 - vi. Minor value contract award procedure, applicable to the supply of materials and services of a value not exceeding the amount of 2,500 Euros, in which it is possible that the award is performed without the prior conduct of any of the procedures provided for herein and without the prior drafting of a contract. The payment of the supply is performed, upon presentation of the relevant tax document.
- 1.3 In Open Procedures, the time limit for the submission of tenders is set at a minimum of ten (10) days from the date of publication of the Call for Tenders on the website and/or in the press.
- 1.4. Where electronic submission of tenders is specified, the time limit is reduced by five (5) days.
- 1.5. In Restricted Procedures the deadline for submission of tenders is set at minimum five (5) days.
- In the minor value contract and in the Procedure of Direct Award, the submission of the tenders is made through e-mail. The deadline for submission of tenders is set no less than three (3) days. In case of urgency, the deadline for submission is set at minimum one (1) day.
- 1.6 If there are reasons to change the above deadlines, the approval of the CEO or of the Board of Directors of the Company, depending on the value of the contract is required.

Article 2 - CONTRACTOR QUALIFICATION CRITERIA

- 2.1 The Requesting Unit, in order to qualify the Contractors of technical works to whom will be granted the opportunity to participate in the COMPANY's tenders, takes into account at least (indicatively and not restrictively) and subject to the provisions of Articles 9 and 10 of this Chapter, the following factors:
- a. The good name of the Contractors (their reputation and reliability), their financial solvency and their relevant experience and participation in the relevant market (references).
 - b. The possibility of uninterrupted execution of technical works.
 - c. The existence and provision by these Contractors of technical information, maintenance and assistance in general and after the completion of the technical project (after sales support/service).
- 2.2 Contractors who satisfactorily meet the above selection criteria of the COMPANY, and provided they participate and meet the requirements of the call for expression of interest for the establishment of pre-qualification systems for contractors, are included in the Company's Prequalified Contractor's Lists, which are revised every three years, by public call for each type of technical project. The task of reviewing the Contractors' lists is undertaken by a three-member committee, whose members are approved by the CEO.
- 2.3 The registration or deletion of a Contractor from the established system of pre-qualified Contractors shall be made at any time and always in accordance with the provisions of this document, the corporate procedures and the provisions set out in the call for expressions of interest established for the establishment of the Company's Prequalified Contractors Lists.

Article 3 - CONDITIONS FOR THE PERFORMANCE OF TECHNICAL PROJECTS - CONTRACTS

- 3.1 The selection of Contractors shall be made by the following a tender procedure, except in cases of direct award or through negotiation (without publication of a Call for Tenders) award, provided that the conditions of Annex G2 of this document are fulfilled. The selection of the purchasing method is the responsibility of the Requesting Unit, jointly with the Procurement Department, and this will be indicated in the feasibility reports.
- 3.2 The main criteria for the selection of a tender are the fulfilment of the technical and other requirements of the Call for Tenders and the prices offered.
- 3.3 The technical works in progress must be included in the company's budget and their feasibility must be approved.
- 3.4 Extraordinary or unforeseen projects related to the safety of the network or projects that require immediate execution and are not foreseen in the Budget, may be executed upon a justified written request of the competent Technical Department and the approval of the CEO and/or of the Board of Directors of the Company and with notification to the Financial Department and the Procurement Department.
- 3.5 The competent Directorate/ Departments of DEDA S.A. must anticipate and plan their needs for the execution of technical works and communicate them in a timely manner in accordance with the procedure set out herein, in order to allow time for the selection of the most technically and economically advantageous way for DEDA S.A. to implement the contract for the execution of the requested technical work.

Article 4 - EXPENDITURE TIERS

4.1 In terms of expenditure budget, the supplies of materials and services are classified in four (4) tiers (1, 2, 3, 4), the limits of which are defined below, while the competent body for the approval of each of them is defined in Annex I of the present:

- Tier 1: up to EUR 2.500
- Tier 2: from EUR 2.501 to EUR 50,000
- Tier 3: from EUR 50.001- 100.000
- Tier 4: from EUR 100.001 and above

4.2 The above limits may be revised by decision of the Board of Directors of the COMPANY.

4.3 The above values, which define the limits of the Expenditure Tiers, do not include VAT or any other tax on the goods or services.

4.4 Contracts shall be signed by the persons approving the award, provided that they have signing and representation powers granted by the Company's Board of Directors or as otherwise specified in each case.

Article 5 - PHASES OF PERFORMANCE OF THE TECHNICAL WORK

The main phases for the performance of a technical work are the following:

- a. Compilation, Budget Control and Approval of Project Execution Feasibility Report
- b. Compilation of tender documents
- c. Request and receipt of tenders
- d. Opening of tenders (where required)
- e. Evaluation of Tenders (where required)
- f. Award of contract
- g. Signing of the Contract

The tender documents are based on templates. The Procurement Department or the Requesting Unit shall complete the templates according to the specific information of each tender.

The Procurement Department at least once every month must arrange a "Clarification meeting or Sourcing Table" with Procurement Department of Italgas SpA, and/or DEPA Infrastructure SM SA.

Article 6 - FEASIBILITY REPORTS FOR THE EXECUTION OF TECHNICAL PROJECTS /GENERAL POLICY

6.1 The approved Project Execution Feasibility Report must be prepared by the Requesting Unit and submitted to the Procurement Department in time to allow sufficient time to carry out the necessary tender actions.

6.2 The approved Project Feasibility Report is submitted electronically by the signing authority or/and the Requesting Unit (Requesting Unit) to the Procurement Department, for the initiation of the required actions for the implementation of the project.

6.3 Project Feasibility Reports and any other supporting material are archived and kept

electronically by the competent Directorate and the Procurement Department. Feasibility Reports may not be split. Splitting is defined as the issuance of several applications for similar works in a relatively short period of time, which leads to a downgrading of the cost scale. However, if a subdivision is necessary, the Request Unit will be approved at the next step each time and the reason for the subdivision will be fully justified.

- 6.4 The control for the observance of this prohibition is in principle the responsibility of the Technical Directorate/ Requesting Unit, as it is aware of the needs and frequency of technical works, while the Procurement Department, if it finds this fact, points it out for documentation.

Article 7 - VALIDITY AND STAGES FOLLOWED BY THE PROJECT FEASIBILITY REPORT

7.1 The Requesting Unit completes the feasibility report in accordance with the applicable corporate procedure, obtains the required approvals by the competent body. Regarding especially the selection of the purchasing method, the approval of the Procurement Department is also required. The feasibility report is submitted to the Procurement Department, which ensures the continuation and completion of the procedure.

7.2 The request must include:

- A full and clear description of the technical work to be carried out.
- How to select a Contractor.
- The provision for the submission of a separate or not Technical and Financial Tender.
- The method of evaluation and the criteria for the selection of the Contractor.
- Reference to the fact that the expenditure for the project has been projected from the corresponding budget. In case the project is not included in the budget, a detailed justification is provided in the project feasibility report.
- The desired dates for the tender and completion of the project with the required time schedules.
- Proposal for the procedure to be followed (e. g. type of tender procedure). If no tender procedure is proposed, this must be justified; if a tender is proposed, the type of tender must be proposed.
- Comment on whether guarantees are required.
- In the case of a restricted tender procedure, a list of proposed Suppliers from the qualified Supplier Lists, in cooperation with the Procurement Department.
- Feasibility Reports will indicate whether it is a recurring request or is first- time request.
- Any correction to numbers or specifications in the Feasibility Reports must be initialled by the person who approves it.
- Project Budget.

7.3 Once the Procurement Department receives the feasibility report, it follows the following procedure:

- i. Confirming the adopted procedure. The Procurement Department takes the necessary steps for its implementation.

Article 8 - FEASIBILITY REPORTS APPROVALS

- 8.1 The approval of the feasibility of each Project Feasibility Report is given by the bodies defined in Table 1 of Annex I.
- 8.2 For the efficient follow up of the approval process, and any other process where signatures of the responsible persons are involved, all parties involved are requested to note the date of the signature next to their signature.
- 8.3 In all cases where a signature or initials of an authorised person is placed on any document related to the Procurement procedures from the Feasibility Report to the Contract or it will be necessarily accompanied by a relevant stamp with his/her name.

Article 9 - PREQUALIFIED CONTRACTORS LISTS

- 9.1 The Procurement Department in cooperation with the Requesting Units prepares, following a public call (every two years or as otherwise determined by decision of the Board of Directors) and after a detailed investigation and study of the data provided, lists of pre-qualified contractors for the various categories of works and communicates them to all the Directorates of the COMPANY. The pre-qualified contractors Lists are drawn up separately, on a case-by-case basis, indicating the groups of projects concerned. In particular, the lists of pre-qualified suppliers will include categories and different economic levels per category. For each economic level of each category, a call for expression of interest will be held, specifying the necessary supporting documents per category and economic level. At the same time, the Procurement Department shall prepare a notification stating the purpose of the pre-qualification system and the way in which access to the rules governing it is provided and publish it on the Company's website and in the Official Journal of the European Union, if required.
- 9.2 The task of drawing up the lists of suppliers is undertaken by a committee approved by the CEO. The committee will be composed of : 1) one (1) person of the Procurement Department, 2) one (1) person of the Requesting Units and 3) one (1) person appointed by the CEO of the COMPANY, which shall prepare a report to accompany the list and submit it to the Board of Directors of the COMPANY for approval. There is provision for a different committee for each economic level of each category in the lists.
- 9.3 In the process of drawing up the pre-qualified contractors lists, care shall be taken to ensure that economic entities may, at any time, apply for pre-qualification. The criteria and rules laid down for the exclusion and selection of economic operators applying for pre-qualification, as well as the criteria for the operation of the pre-qualification system, covering issues such as registration or deregistration from the system, the periodic updating of pre-qualifications which is suggested every six months, if any, and the duration of the system, shall always be objective and shall ensure compliance with the principle of equal treatment. In case of urgency, the competent body may approve the registration of an economic operator in the list.
- 9.4 The review of the prequalified contractors lists shall be carried out by the competent Committee every three years or as otherwise determined by decision of the Board.

Article 10 - TENDERING THROUGH THE PRE-QUALIFIED CONTRACTOR LISTS.

- 10.1 The Procurement Department uses the lists of pre-qualified Contractors from which it invites by invitation (Restricted Procedure), where all tenderers or participants are selected among the candidates already registered in those lists.
- 10.2 Interested contractors shall respond to the call for expression of interest by submitting a financial offer in writing. The opening of tenders submitted in the context of this procedure, their evaluation and the award of the contract shall be carried out as provided for in this Procedures Document.

Article 11 - DELETING A CONTRACTOR

A proposal to delete a Contractor from a pre-qualified Contractors list may be submitted by the Technical Directorate to the Procurement Department if any of the terms and conditions set out in the pre-qualification system are met. The CEO shall convene the three-member committee mentioned in par. 9.2 above. This committee shall make a recommendation to the CEO of the Company. The recommendation must be in writing and fully grounded as regards the unsuitability of the Contractor. The deletion may be permanent or for a certain period of time.

Article 12 - TENDER SUBMISSION

- 12.1 Tenders are submitted to the Central Secretariat. The method of submission is set out in the Call for Tenders and can be done in the following ways:
 - a. Delivery of the tender by the interested parties or their representatives to the Central Secretariat of the COMPANY.
 - b. Tenders must be sent by registered post or by courier service.
 - c. Electronic submission of tenders and/or through the electronic tenders platform, if provided.
- 12.2 Tenders that are in any case out of time or tenders submitted by contractors who have not been selected in the restricted tender procedure or tenders submitted by Contractors whose participation in tenders has been excluded and who have been (duly) notified of this, will not be opened or taken into consideration. In such cases, interested contractors are notified in writing by the competent body for the receipt (in case there are submitted in hard copy form) of their tenders which are returned. If contractors do not receive their tenders within two months of being notified, they are destroyed.
- 12.3 If the Call for Tenders does not specify a time for the opening of tenders, then the tender is deemed to have been submitted in time if it is delivered to the Central Secretariat of the COMPANY or another competent Agency specified in the Call for Tenders, by 16.00 p.m. of the last day specified in the Call for Tenders.
- 12.4 If the Call for Tenders provides for the opening of technical and financial tenders at a single stage, tenders must be submitted in a single sealed dossier bearing the word "Tender", the number of the Call for Tenders and the other marking particulars provided for in the Call for Tenders. Tenders submitted in open format or oral form will not be accepted.
- 12.5 Tenders are drawn up in accordance with the terms and instructions of the Call for Tenders and include all the information specified by the Call for Tenders, i.e. legal documents, any letter of guarantee, financial and technical data, information, etc.

- 12.6 The language in which tenders are drawn up is the language specified in the relevant Call for Tenders.
- 12.7 Tenders (in case there are submitted in hard copy form) must be submitted in one original and in as many "true" copies as specified in the relevant Call for Tenders. The original shall be signed on all pages by the Contractor or their duly authorized representative.
- 12.8 In case of discrepancies between the original and the copy, the original tender shall prevail.
- 12.9 Tenders, (in case there are submitted in hard copy form) upon receipt by the COMPANY's Central Secretariat or other competent body, are registered in a special tender protocol and each tender file is marked with the protocol number and the date and time of registration.
- 12.10 The time of requesting and receiving tenders is determined by the Procurement Department according to the time of necessity indicated by the Requesting Coordinating Directorate (Technical Directorate/ Department) in the Project Feasibility Report. Tenderers must be given the time required for the preparation and submission of the Tender, particularly where a sample is requested with the tender for evaluation. Also, where tenders will be sent (or delivered) and received will be determined by the Procurement Department.
- 12.11 At the request of the competent directorates/ departments of the COMPANY, it is published:
- a) In the case of an open tender: In at least two (2) daily financial newspapers and where required by applicable national and European legislation. In cases provided for by European Law, the summary of the Call for Tenders shall be published in the Official Journal of the European Union. The Company reserves the right to publish the Call for Tenders in the Greek Press if it wishes to do so.
 - b) In the case of a restricted or negotiated tender: The full issue of the call for expressions of interest is sent to the selected Contractors by e-mail and/or through the electronic tenders' platform provided that candidates are already registered and using the platform
 - c) The complete issue of the Call for Tenders for participation in an Open Procedure or the Call for Expression of Interest, for participation in a Restricted Tender, is published on the Company's website in the field relevant to the tenders and/or in the electronic tenders' platform.

Article 13 - BONDS (LETTERS OF GUARANTEE) - COLLATERAL

13.1 Written Bonds

- a. The bonds are issued by credit institutions or other legal persons legally operating in the Member States of the European Union and entitled to do so in accordance with the law in force.
- b. By means of the bond, which constitutes a contract, the credit institution undertakes to pay a certain amount only following the statement of the person to whom it is addressed, without being allowed to ascertain whether or not the claim (principal debt) is actual or lawful.
- c. The bonds referred to below must include in principle:
 - The date of issue

- The publisher
- The Agency to which it is addressed
- The number of the bond
- The amount covered by the bond
- The full name and address of the Contractor in whose favour the bond is issued.
- The terms that:
 - i. the bond shall be irrevocable and unconditional and the issuer shall waive any objection to its use.
 - ii. the amount of the bond shall be held at the disposal of the person to whom the bond is addressed and shall be paid in full or in part within five (5) days after a simple written notice.
 - iii. the issuer of the bond shall be obliged to extend the validity of the bond on the basis of a document from the competent authority, submitted before the date of expiry of the bond.

13.2 Participation Bond

For all tenders of a budget within the expenditure tier 2 of Article 4 and above, the submission of a participation bond of 2% of the total budget of the work is mandatory. The Participation Bonds are kept until the signing of the contract or the acceptance of the order by the Contractor, at which point they are returned to the non-selected participants. The participation bond of the Contractor is replaced before the signing of the Order or the Contract with a Performance Bond, if provided for by the Call for Tenders. Participants who are definitively excluded from the Tender will be reimbursed earlier, i.e. either after the expiry of the time limit for lodging objections to their exclusion or after the competent Courts have issued a decision (a decision issued on an application for interim protection is sufficient).

13.3 Performance bond

For project works of Tier 3 and above, a Performance Bond of 5% of the value of the Contract is required. In special cases, a Performance Bond may not be required for project works falling under Tier 3, after approval by the competent body of DEDA S.A. The Performance Bond will be returned by the Company to the Contractor after its expiry, provided that no proceedings have been initiated for its forfeiture. In the event that after the expiry of the contract period it is established that there are outstanding issues of any nature between the Company and the Contractor, or third party claims have arisen against the Company through the fault of the Contractor, the Contractor must extend the validity of the Performance Bond letter until the settlement of the above issues and for an amount corresponding to the amount of its outstanding obligations.

13.4 Warranty Bond

The Company has the right to request at the termination of the Contract the replacement of the Performance Bond by a second Warranty Bond of a value equal to thirty percent (30%) of the first one. The second Warranty Bond will be valid for the entire duration of the fifteen (15) months Warranty Period. This bond must be paid upon first request, and the guarantor bank must be of high creditworthiness and must waive the rights to discussion and division and allocate the amount of the guarantee to the

Company within three (3) days, upon receiving a relevant request by the Company. Moreover, the guarantor waives the right to submit any objection against or review the validity of the reason that resulted to the forfeiture of the bond.

13.5 Advance Payment bond

If an advance payment is foreseen, the Contractor shall submit a Bank Bond of the same amount. The method of depreciation, reimbursement and/or replacement will be specified in the relevant contract documents. The possibility of an advance payment is specified either in the tender documents or in the contract.

Article 14 - RECEIPT OF TENDERS

- 14.1 Tenders in hard copy or electronic format are accepted provided that they are received within the specified date and time of submission. Tenders should bear the Tender Number and be sent to Central Secretariat of the COMPANY where they are registered and then they are delivered to the Opening and Evaluation Committee.
- 14.2 For projects of a budget within Tiers 3 and above, (in case they are not conducted through the electronic tenders platform), the Dossiers of the submitted tenders, which must bear the code number of the corresponding Project Feasibility Report or Tender Number, are delivered SEALED to the Central Secretariat of the COMPANY where they are registered, and without being unsealed, they are delivered, if possible on the same day, to the competent Opening and Evaluation Committee, which meets at a place and time determined by the Procurement Department, as specified in the Call for Tenders.
- 14.3 Tenders that have arrived or been delivered after the date specified in the invitation or the extension date will not be accepted.
- 14.4 In "open" tenders, tenders are accepted only if they are delivered in sealed dossiers and are received by the Opening and Evaluating Committee through the Central Secretariat of the COMPANY or the Procurement Department, within the time limits for submission of tenders (initial date or extension) specified in the Call for Tenders.
- 14.5 Delays in the submission of tenders may not be justified, except in cases of force majeure, such as postal strikes, etc., which shall be managed by setting a new closing date for submission which shall be communicated to all participants.
- 14.6 If an e-tender platform is used for the conduct of tenders, then the system is used for the initial recording and time-stamping of tenders. In addition, there is the appropriate software to ensure that the system does not allow tenders to be submitted after the deadline.

Article 15 - OPENING THE TENDERS

- 15.1 The date, time and whether or not the opening will take place in the presence of the participants will be referred in the tender documents.
- 15.2 The dossiers of the tenders (in cases where sealed tenders have been requested) are opened by the competent Opening and Evaluating Committee.
- 15.3 The opening of tenders is carried out in one or more stages, as specified in the Call for Tenders, by the Opening and Evaluation Committee.
- 15.4 The opening takes place on the day and time specified in the Call for Tenders or the relevant communication. Candidates, may, where this is provided for in the Call for Tenders, be present at the opening of tenders (in case there are submitted in hard copy form) either in person or represented by a representative.

- 15.5 The Dossiers of the tenders and the expressions of interest are opened by the Opening and Evaluation Committee, whose composition varies according to the budget tier of the Feasibility Report as defined in Table 2a of Annex I of this document. In case of absence or impediment of the persons defined above, they shall be replaced by their duly authorised substitutes.
- 15.6 For the opening of tenders for Tenders, the candidates are invited to attend the opening of the tenders at an appropriate date, time and place, if this is provided for in the Call for Tenders. In case the tenders have been submitted through the electronic tenders platform the time and the related details of the opening procedure, are set in the Call for Tenders document.
- 15.7 The Opening and Evaluation Committee receives the tenders and in principle they open Dossier A (with the Legal Data and the other necessary supporting documents) and decide on the legality of the participation of the Tenderers. Thereafter Dossiers B with the Technical tenders of those whose Dossiers A were accepted are opened. Dossiers B are examined by the committee for completeness and those accepted are handed over for Technical Evaluation.
- 15.8 Dossiers C with the financial tenders are kept sealed at which time those whose Dossiers B were considered technically acceptable are unsealed.
- 15.9 Dossiers C of the rejected Candidates shall be returned sealed to them.
- 15.10 During the Opening of Tenders, the Opening and Evaluation Committee draws up a "Report of the Opening of Tenders", which indicates the date of the opening, the tender number, the estimated cost, the number of those invited, the details of those who submitted Tenders, the persons present at the Opening and any comments they may have, as well as any observations made by the Committee.
- 15.11 The members of the Committee shall initial all pages of the tenders and Dossiers.

Article 16 - EVALUATION OF TENDERS AND CONTRACT AWARD - OBJECTIONS

- 16.1 For the purpose of evaluating and comparing the tenders, a comparative table may be drawn up setting out their data. The table is drawn up by the competent in accordance with the provisions of Table 2b OF Annex I, Opening and Evaluation Committee.
- 16.2 In the case of tenders in foreign currency, the comparative table for the conversion of non-Euro currencies shall be drawn up taking into account the Central European Bank's Price Quotations of the date of opening of the financial tenders. Any issues that may arise regarding the exchange rate policy of the EURO in relation to foreign currencies, the competent body is the COMPANY's Financial Management for issuing relevant instructions and adhering to the policy in such cases. The same exchange rates are taken into account for the conversion of the value of the order issued in foreign currency, which is agreed to be paid in Euro, on the date of the Supplier's invoice.
- 16.3 The evaluation of the tenders is carried out by the Opening and Evaluation Committee. The task the Committee, during the phase of the Evaluation of Tenders, is the processing of the data of the tenders, their evaluation, the determination of the order of reduction based on the criteria provided for by the Call for Tenders and the preparation of the relevant minutes. Where additional information is requested with the tenderer, this shall be indicated in the evaluation report.
- 16.4 The tender evaluation process includes the technical and financial evaluation and the combination of the results of both to arrive at the final integrated evaluation of the tenders.

- 16.5 Where the criterion for the award of the contract is the most economically advantageous tender on the basis of price only, the Opening and Evaluation Committee shall first check the supporting documents and then evaluate the technical offers of the tenderers whose supporting documents it considers complete. For the technical evaluation, the Committee is allowed to correspond directly and written, with tenderers for clarifications or additional information of a technical nature only. The Opening and Evaluation Committee then proceeds to the evaluation of the financial offers of the tenderers whose supporting documents and technical offer have been deemed acceptable. At the stage of the financial evaluation of tenders, the Committee may also ask tenderers to clarify the financial aspects of their tenders. The Opening and Evaluation Committee draws up an Evaluation Report with its proposals and submits it to the COMPANY's body responsible for approving the result of the tender procedure. The committee draws up a report in which the financial offers are listed in order of lowest price and recommends, with reasons, their acceptance or rejection. The Opening Report and the Evaluation Report may be incorporated in a single record.
- 16.6 Where the criterion for the award of the contract is the most economically advantageous tender based on best value for money (i.e. the tender is carried out in more than one stage with technical evaluation, based on evaluation criteria), the Tender Committee shall first check the supporting documents and then evaluate and score the technical offers of the tenderers whose supporting documents it considers complete. The evaluation and scoring shall be carried out in accordance with the terms of the tender document. For the technical evaluation, the Committee is allowed to correspond directly and written, with tenderers for clarifications or additional information of a technical nature only. The evaluation procedure is completed with the writing in a record of the tenderer the results of evaluation of the supporting documents, the results of the evaluation of the technical offers, the scoring of the accepted technical offers based on the evaluation criteria. Once the evaluation has been completed in accordance with the above, the files of the financial offers of those tenderers who have not been rejected in accordance with the above shall be opened. The Tender Committee shall proceed with the evaluation of the financial offers that have been opened and shall draw up a record in which the tenders shall be listed in order of ranking, based on their overall score, as well as its reasoned recommendation for their acceptance or rejection. At the stage of the financial evaluation of tenders, the Committee may also ask tenderers to clarify the financial aspects of their tenders.
- 16.7 The Opening and Evaluation Committee may in its opinion propose:
- a. Award of the project contract for all or part of the quantity.
 - b. Cancellation of the results of the tender procedure and its repetition, with or without modification of the terms and technical specifications.
 - c. Cancellation of the tender results and direct award of the contract for all or part of the quantity, if provided for in the tender document. In such a case, the award must be fully justified.
 - d. Negotiations with Contractor(s). In case of variation of the elements of the original tender, the candidate contractor will be requested to submit a new tender.
 - e. The allocation of the work, in the case of a divisible technical scope, between more than one tenderer, with equal or equivalent tenders.

f. Cancellation of the project.

16.8 The Opening and Evaluation Committee, in accordance with the provisions of Annex I – Table 2, requests the approval of the competent corporate body and then, after informing the Procurement Department, the procedure for the award of the Tender is followed in accordance with the provisions of Annex I - Table 3.

16.9 Any interested party, which has or had an interest in being awarded a specific contract may, within a period of three (3) working days after the COMPANY has notified, in accordance with the terms of the Call for Tenders, its decision for any phase of the Tender, file an objection before the COMPANY. Objections are decided by the body of the COMPANY at the next higher level than the one that took the decision on which the objection is made. DEDA S.A. shall communicate the justification of the results.

16.10 The award of the project is completed with the approval of the result of the Tender by the competent body of the COMPANY. The COMPANY reserves the right to allocate the project to more contractors, if this is required by specific and documented reasons, such as indicatively and not limited to:

- i. To serve its general interests.
- ii. The existence of market conditions tending to lead to a monopolistic market structure.

16.11 In the event of equality or equivalence of tenders, the award shall be made either by allocation of the work among the equal or equivalent contractors, or after a drawing of lots, which shall be carried out by the Opening and Evaluation Committee in the presence of the contractors concerned if they so wish, or by negotiation.

16.12 Cancellation or repetition of the tender is made if the competent body of the COMPANY considers that:

- i) The result of the tender is unsatisfactory.
- ii) Competition has been insufficient or there are serious indications that there has been collusion between the tenderers to avoid effective competition.
- iii) Special reasons have arisen such as change in the needs of the COMPANY, etc.

16.13 The body of the COMPANY that will decide to cancel or repeat the tender should be the same competent body which has approved the procedure. In the event that the COMPANY decides to cancel the tender or to repeat it, it must notify this to those who received the Call for Tenders or submitted a tender as well as to the Publications Office of the EU, if the relevant invitation to express interest or to submit a tender has been published in the Official Journal of the EU.

16.14 If errors or omissions are found at any stage of the Tender procedure, the Tender may be partially cancelled and either the result of the Tender may be reformulated accordingly, or the Tender may be ordered to be repeated from the point where the error or omission occurred. The relevant decision is taken by the competent body of the COMPANY, responsible for approving the result of the tender procedure.

16.15 Under no circumstances shall the COMPANY be obliged to pay to the participants any compensation for expenses or other positive or consequential damages that they may

have suffered from their participation in the Tender.

16.16 Project Award Notice

- a. The award of the project is announced by letter or e-mail or electronic platform.
- b. In case a tender procedure has been conducted, after the above-mentioned announcement, information on the results of the tender is provided to the interested parties in accordance with the relevant provisions of the Procurement Procedures.
- c. Contracts are drawn up for the execution of the works, which include general and/or specific project conditions.
- d. Amendments to contracts shall always be made in writing.
- e. Depending on the amount of the project as specified in the relevant provisions of this Regulation, a contract or a performance contract shall be signed.
- g. The award is valid subject to the written acceptance of all the terms of the specific award by the Contractor.

16.17 Bidding/Awards

The term Bidding includes the simple case of comparing prices that have been reduced to a common basis of the accepted tenders with regard to each of the terms of the Call for Tenders, as well as Bidding after Technical and Economic Evaluation, where technical factors are involved in addition to economic ones. The term Award includes, apart from the direct assignment to a specific Contractor, the case of grouping, in the most advantageous way for the COMPANY, of multiple projects.

16.18 Completion of the contract award procedure

After the Award or Cancellation of a tender procedure has been approved, the relevant file containing all the elements of the tender procedure (the application, the Call for Tenders, the tenders, the evaluation, the recommendations, the approval, etc.) is forwarded to the Procurement Department for the drawing up of a Contract following a proposal by the Directorate/ Department Interested.

16.19 Evaluation/Comparison Criteria

The COMPANY shall award the contract on the basis of the award/evaluation criteria set out in the relevant Call for Tenders and/or call for expressions of interest and/or invitation to submit a financial tender. If the tenders are deemed to be unprofitable or technically unacceptable, those responsible for evaluating the tenders may recommend the cancellation of the tender with the possible exclusion of certain companies or firms from the tender in question or the addition of new ones. Regardless of the method of tendering ("open" tender or "by invitation"), the tender procedure may be announced and carried out in two stages, i.e. the technical evaluation may take place before the opening of the financial tenders.

16.20 Repeating the Tender

The COMPANY is not bound to award a tender on the basis of the tenders submitted, but reserves the right, following the recommendation of those responsible for the evaluation of the tenders, to repeat the tender or, if provided for in the tender document, to request improvement of the tenders in sealed Dossiers within a regular period, in accordance with the procedure for opening and evaluating tenders and awarding a tender under the present tender procedure for tenders "by invitation", between at least the three most successful tenderers. The decision to repeat the tender in accordance with the above will be taken by those who have the power to award the

contract.

16.21 Classification by expenditure tier

In order to approve the evaluation and award of a tender, the classification of a project award in an expenditure tier is not based on the estimated cost but on the award or award price, where feasible. The above classification in a lower tier of expenditure shall not apply if it is the result either of a reduction in quantities after the submission of tenders or the price or of a breakdown of the order.

16.22 Review

If the examination of the tenders reveals an overrun of the budgeted price of more than 25% for supplies in foreign currency and 15% for supplies in EURO, the Competent Authority will be notified to issue a justified revision of the feasibility report (with the same number) for the actual expenditure. The revision shall be signed by the same persons who signed the original application, unless the revision places the new expenditure in a subsequent tier, in which case it shall be signed by the persons responsible for the new tier. Review of the request is also made for an increase in quantities of more than 10%, while for an increase of up to 10% the justification for the additional quantity, e.g. standardization of packaging, bulk shipments, etc., will be indicated in the recommendation/ award.

Article 17 SIGNING OF THE ORDER OR CONTRACT

17.1. The implementation of the assignment of the execution of projects to the Contractor that has been selected is done by written order or Contract.

17.2 The written order or the Contract is prepared by the Procurement Department, in cooperation with the Legal Department and the competent Requesting Unit.

17.3 The Order or the Contract shall be signed by the persons responsible for the award of tenders/orders on the basis of TABLE 3 of Annex I. In cases where the Board of Directors is competent, the Contract is signed by the person or persons, appointed according to the specific resolution of the Board.

17.4 If an Additional Award document is required, it may be signed by the relevant Procurement Manager.

17.5 Control and Remarks on the Contract

The text and conditions of the Contract must be checked and commented on by the various units related to the scope of the contract. Legal control is followed by the Legal Department of the COMPANY before the signing of any contract. The signature of the Contract shall take place after the final check and in accordance with the procedures set out herein, depending on the amount of the expenditure.

17.6 Distribution of Contract Copies

Copies of the Contract shall be distributed as follows:

- a. two (2) Original to the Contractor
- b. one (1) original in the Procurement Department's file
- c. one (1) Original to the Tax Office (if it concerns a Greek COMPANY and the relevant legislation requires it).
- d. one (1) copy shall be sent electronically to the Directorate/Department concerned,
- e. one (1) copy shall be sent electronically to the Financial Service.

17.7 Amendments to the Contract

The Contract may be amended at the request of the Requesting Unit concerned. The amendment may include: extension of the Contract, extension of the duration, variation of the quantity, change of delivery time, adjustment of the price provided for in the Contract, unforeseen works of a service for which a tender has already been held, etc. For the approval of the Request and the signing of the Amendment, the amount of the total expenditure will be taken into account and all other procedures as for the Contract will be followed.

17.8 Penalty Clause

The penalty clause and the determination of the amount for delayed execution of critical contracts is set as a Contract term, if required.

17.9 Exemption from Bond

As a rule, the terms of the Contract provide for a performance bond. In the case that for special reasons (e.g. urgent work) it is not possible for the Contractor to provide a bond, the competent Directorate/ Department recommends, with the signature of the body of the final approval of the Project Execution Request and the consent of the body that awards the tender, the exemption of the Contractor from the bond requirement.

17.10 Terminating the Contract

It shall be made in accordance with the terms of the Contract and on the basis of a duly justified recommendation from the competent Directorate/ Department. The opinion of the Legal Service is requested and signed by the Legal Representative of the COMPANY or their duly authorized deputy.

Article 18 - MANAGEMENT OF CONTRACTS

18.1 Contracts are managed by the Directorates /Departments of DEDA S.A. that have been duly designated. The person responsible for the management of the contract will be designated in a special memo that will accompany the contract text, unless this is explicitly provided for in the contract. The start of management is defined as from the signing of the relevant Contract or its activation.

18.2 This includes the following:

- i. The monitoring of contractual terms, i.e. the control of the general and specific terms of the Contract during its execution.
- ii. Financial monitoring, i.e. the control of the financial terms of the Contract and the payment process.
- iii. Monitoring the timetable and controlling the progress of the projects.
- iv. The Manager also checks the authorizations for the necessary approvals in case of exceedances or modifications of the terms of the Contract (e.g. New works, overruns, etc.) in accordance with the applicable Procurement Procedures and the relevant supplementary decisions of the COMPANY.

Article 19 - PROJECT MANAGEMENT

19.1 Project management, monitoring and control of the projects are carried out by the Company's Directorate/ Department responsible for the execution of the projects, or by

the Project Manager, if any, in cooperation with this Directorate/ Department, whose responsibilities will be defined by decisions of the Board of Directors of DEDA S.A. The relevant Directorate/ Department appoints its representatives to control and monitor the projects. The tasks of the representatives include the monitoring of the works and the general compliance of the Contractor with the terms of the contract.

- 19.2 Inspection and monitoring may be carried out not only at the project site but also at all sites where parts of the project are being constructed.
- 19.3 In the case of self-contracted project construction, the Competent Directorate/ Department shall organise and manage the means at its disposal.
- 19.4 In the case of major or technically complex or specialised technology projects in their entirety or in parts or if there is a general inability to design, study, design control, administration and supervision of the project by the competent Directorate/ Department, it is allowed to assign the tasks of a technical consultant to a national or foreign firm or private technician for the design or study or design control or supervision, or the management, in whole or in part, of a specific project or part or group of similar projects.
- 19.5 The technician who undertakes tasks in accordance with this paragraph and the persons he uses for the fulfilment of his obligations under the contract shall bear the responsibilities of an employee of the DEDA.
- 19.6 The management of the projects on the part of the Contractor at the construction sites is carried out by technicians who are suitably qualified and accepted by the competent Directorate.
- 19.7 The project designer is obliged to cooperate with the competent Directorate/ Department of DEDA for the resolution of problems that arise during the implementation of his/her design and to make any necessary additions.
- 19.8 The exercise of control on the part of DEDA with regard to the execution of the contract does not in any way reduce the Contractor's responsibilities arising from the contract and the Law.
- 19.9 During the implementation of the project, the Directorate/ Department responsible for the execution of the projects of DEDA prepares and submits to the competent authority at regular intervals, and at least once a month, summary reports on the progress of the project and the major problems related to its implementation.

Article 20 - MANAGEMENT RIGHTS

- 20.1 The CEO of the Company, acting individually or jointly with the CEO of DEPA Infrastructure or the Board of Directors of the Company, depending on the tier of expenditure to which each work falls and in accordance with the provisions set out in Annex I, Table 3 of this document may intervene at any stage of the project execution procedure and decide to repeat the procedure or cancel the execution of the project.
- 20.2 The Board of Directors of the COMPANY has the right to award or not an invitation to tender or to cancel it or to decide on a procedure other than the one set out herein.
- 20.3 The Board of Directors may, in the event of corporate changes in the organizational structure of the Company, adapt the articles of this document to the new corporate structure and in cases of urgent need, with a reasoned decision, amend them for a certain period of time if necessary to achieve the objectives of the Company, as defined by law and its Articles of Association.

20.4 It is FORBIDDEN to republish, reproduce, in whole, in part or in summary, the content of this document in any way, without the prior written permission of the Company.

Article 21 - ENTRY INTO EFFECT OF PROCEDURES

21.1 The present becomes effective as of the date of its approval by the Board of Directors of the Company.

21.2 The paragraphs 2.2, 2.3 and articles 9, 10 and 11 become effective from the date of the creation of prequalified suppliers list.

CHAPTER 3 – PROCUREMENT PROCEDURE FOR TENDERS OF CO-FUNDED CONTRACTS

Article 1 – Typical Procedure

For tenders of co-funded contracts for the procurement of materials, services and the award and execution of technical projects, the provisions of Law 4412/16 and the approved DEDA Procedures are applied.

The approved DEDA Procedures are:

D1-Management procedure for contracts of goods and services

D2- Management procedure for technical services and studies contracts

D3-Management procedure for works contracts

Addendum to the contract management procedures regulating the award process

(*The letter D stands for the Greek word “Diadikasia” meaning Procedure)

Article 2 – Procedure by arrangement with the Managing Authorities

The tendering and contracting procedure laid down in Article 1 of this Chapter may be slightly modified by mutual agreement with the managing authority concerned.

PART C

ANNEX A - DETAILS OF THE CALL FOR TENDERS USING AN OPEN PROCEDURE FOR MATERIALS AND SERVICES

Name, identification number (if provided for in national legislation), telephone address, fax number, e-mail address and Internet address of the contracting entity and, if different, of the Agency from which additional information may be obtained.

Principal activity carried out.

Clarification, where appropriate, that the contract is one that can only be awarded to a sheltered workshop or performed only under sheltered employment schemes.

Nature of the contract (goods, works or services; indicate, where appropriate, whether it is a framework agreement or a dynamic purchasing system), description (CPV codes). Where applicable, indicate whether tenders are requested for purchase, lease, hire or hire-purchase or a combination thereof.

5.0 NUTS code for the main place of delivery or performance in the case of supplies and services.

For supplies:

- a) Type and quantity of the products to be delivered (CPV codes). Indicate in particular any options for further procurement procedures and, if possible, the estimated time limit for exercising these options and the number of extensions, if any. In the case of recurring contracts, please also indicate, if possible, the provisional timetable of the forthcoming calls for tender for the products or the nature and extent of the services requested (CPV codes).
- b) Indication of whether or not suppliers may tender for some and/or all of the products requested.

For services:

- a) Type and quantity of products to be supplied. Indicate in particular any rights of option for further procurement procedures and, if possible, the time limit for exercising such options and the number of extensions, if any. In the case of repetitive contracts, please also indicate, if possible, the timetable of the forthcoming Call for Tenders for the services requested.
- b) Clarification as to whether the performance of the service is entrusted exclusively, by law or administrative act, to a specific professional category.
- c) A reference to the relevant provision of a law or administrative act.
- d) Clarification whether legal persons are obliged to indicate the names and professional qualifications of the staff who will be responsible for the performance of the service;
- e) Clarification whether service providers may tender for part of the services requested.

If known, specify whether or not the submission of alternative tender(s) is permitted.

The timetable for the delivery or performance or duration of the service contract and, if possible, a starting date.

An e-mail or Internet address where the contract documents can be freely, fully, directly and immediately accessible free of charge.

- a) Where appropriate, persons to attend the opening of tenders.

b) Date, time and place of opening of tenders.

Where applicable, required bonds.

Basic conditions for funding and payment and/or references to the relevant provisions.

Where appropriate, the legal form which the association of economic operators should take if it is awarded the contract.

Minimum economic and technical conditions to be fulfilled by the economic operator to whom the contract is awarded.

Time period during which the tenderer is bound by their tender.

Where appropriate, special conditions to which the performance of the contract or contracts is subject.

Criteria for the award of the contract. Except where the most economically advantageous tender is determined solely on the basis of price, the criteria constituting the most economically advantageous tender and the weighting of these criteria or, where appropriate, the order of importance of these criteria shall be indicated if they are not included in the specifications.

Where appropriate, the date or dates and reference or references to the publication in the Official Journal of the European Union of the periodic indicative Call for Tenders.

Name and address of the body responsible for appeal and, where appropriate, mediation procedures. Accurate information concerning time limits for lodging appeals or, where appropriate, the name, address, telephone and fax number and e-mail address of the service from which this information can be obtained.

Date of dispatch of the Call for Tenders by the contracting entity.

Any other relevant information.

ANNEX B - DETAILS OF THE CALL FOR TENDERS USING A RESTRICTED PROCEDURE FOR MATERIALS AND SERVICES

Name, identification number (if provided for in national legislation), address, including NUTS code, telephone number, fax number, e-mail address and Internet address of the contracting entity and, if different, of the service from which additional information may be obtained.

1. Principal activity carried out.

Clarification, where appropriate, that the contract is one that can only be awarded to a sheltered workshop or performed only under sheltered employment schemes.

Nature of the contract (goods, works or services description (CPV codes). Where applicable, indicate whether tenders are requested for purchase, lease, hire or hire-purchase or a combination thereof.

NUTS code for the main place of delivery or performance in the case of supplies and services.

2. For supplies:

a) Type and quantity of the products to be delivered (CPV codes). Indicate in particular any rights of option to subcontract and, if possible, the provisional time limit for exercising these options and the number of extensions, if any.

b) Indication of whether or not suppliers may tender for some and/or all of the products requested.

3. For services:

a) Type and quantity of products to be supplied. Indicate in particular any rights of option to subcontract and, as far as possible, the provisional time limit for exercising such options and the number of extensions, if any. In the case of a series of contracts to be awarded or contracts to be renewed, indicate also, as far as possible, the provisional timetable for the forthcoming calls for tender for the services requested.

b) Clarification of whether the provision of the service is assigned, by law or administrative act, to a specific professional category,

c) A reference to the relevant provision of a law or administrative act.

d) Clarification whether legal persons are obliged to declare the names and professional qualifications of the staff who will be in charge of the service.

e) Clarification of whether service providers may tender for part of the services requested.

4. If known, specify whether or not the submission of alternative tender(s) is permitted.

5. The timetable for delivery or performance or duration of the contract and, as far as possible, a starting date.

6. Where appropriate, the legal form which the association of economic operators should take if it is awarded the contract.

7. a) Deadline for receipt of participation requests.

b) The address to which they are forwarded.

c) The language or languages in which they are drawn up.

8. Closing date for the dispatch of the invitations to tender.

9. Where applicable, required deposits and bonds.

10. Basic conditions for funding and payment and/or references to the relevant provisions.

11. Information concerning the status of the economic operator and the minimum financial and

technical conditions to be fulfilled by the economic operator.

12. Criteria for the award of the contract. Except where the most economically advantageous tender is determined solely on the basis of price, the criteria constituting the most economically advantageous tender, as well as the weighting of these criteria or, where appropriate, the order of importance of these criteria, shall be indicated if they are not included in the specifications or not indicated in the invitation to tender.
13. Where appropriate, special conditions to which the performance of the contract or contracts is subject.
14. Where appropriate, date(s) and reference(s) to the publication in the Official Journal of the European Union of the periodic indicative Call for Tenders.

Name and address of the body responsible for appeal and, where appropriate, mediation procedures. Precise information concerning time limits for lodging appeals or, where appropriate, the name, address, telephone and fax number and e-mail address of the service from which this information can be obtained.

Date of dispatch of the Call for Tenders by the contracting authorities.

Any other relevant information.

ANNEX C1 - NEGOTIATION PROCEDURE WITH PRIOR PUBLICATION FOR MATERIALS AND SERVICES

A. Negotiations with tendered suppliers shall be conducted by the awarding body or by a body authorised by it or by the department conducting the tender, only in the following cases and in accordance with the internal regulations of the COMPANY.

With the successful tenderer or tenderers in the event of equality or equivalence of their tenders. In the event of equality or equivalence of tenders, the award is made either by allocation of the supply among the equal or equivalent suppliers or by drawing lots, which is carried out by the Tender Evaluation Committee in the presence of the suppliers concerned if they so wish.

With the other tenderers, in the order of the lowest bid, only if the successful tenderer withdraws its bid or refuses to fulfil its obligations.

With the contestants if this is required by specific and documented reasons, such as, but not limited to:

Serving its wider interests.

The existence of market conditions tending to lead to a monopolistic market structure.

After the award of the tender and if for any reason the contract is not signed or if the contract with the selected supplier is terminated or terminated, then negotiations may be conducted, by order of the awarding authority, with other tenderers, in order of preference and provided that their tenders are valid or accepted. These negotiations may be held as long as the conditions served by the tender continue to exist and the interests of the COMPANY so require, and in any case not beyond a reasonable period of time from the day the contract should have been signed or from the day of its termination or dissolution.

In all the above cases, the negotiations shall not be aimed at discriminating between the tenderers or distorting competition.

B. The details of the Call for Tenders in the negotiated procedure are as follows:

Name, identification number (if provided for in national legislation), address including NUTS code, telephone number, fax number, e-mail address and Internet address of the contracting entity and, if different, of the service from which additional information may be obtained.

Principal activity carried out.

Clarification, where appropriate, that the contract is one that can only be awarded to a sheltered workshop or performed only under sheltered employment schemes.

Nature of the contract (goods, works or services. Indicate, where appropriate, if it is a framework agreement), description (CPV codes).

The NUTS code for the main place of delivery or performance in the case of supplies and services.

For supplies:

- a) Type and quantity of the products to be delivered (CPV codes). Indicate in particular any rights of option to subcontract and, if possible, the time limit for exercising these options and the number of extensions, if any. In the case of a series of contracts to be awarded or contracts to be renewed, please also indicate, if possible, the provisional timetable of forthcoming calls for tender for the products or services requested and the general characteristics of the work (CPV codes).
- b) Clarification of whether or not suppliers may tender for some and/or all of the products requested.

For services:

- a) Type and quantity of services to be provided. Indicate in particular any rights of option to subcontract and, as far as possible, the provisional time limit for exercising such options and the number of extensions, if any. In the case of a series of contracts to be awarded or contracts to be renewed, indicate also, as far as possible, the timetable of the forthcoming calls for tender for the services requested.
- b) Specify whether the provision of the service is entrusted exclusively, by law or administrative act, to a specific professional category.
- c) A reference to the relevant provision of a law or administrative act.
- d) Clarification whether legal persons are obliged to declare the names and professional qualifications of the staff who will be in charge of the service.
- e) Clarification of whether service providers may tender for part of the services requested.

If known, specify whether or not the submission of alternative tender(s) is permitted.

The timetable for delivery or performance or duration of the contract and, as far as possible, a starting date.

Where appropriate, the legal form which the association of economic operators should take if it is awarded the contract.

- a) Deadline for receipt of requests to participate.
- b) The address to which they are forwarded.
- c) The language or languages in which they are drawn up.

Where applicable, required deposits and bonds.

Basic conditions for funding and payment and/or references to the relevant provisions.

Information concerning the status of the economic operator and the minimum financial and technical conditions to be fulfilled by the economic operator.

Criteria for the award of the contract. Except in cases where the most economically advantageous tender is determined solely on the basis of price, the criteria constituting the most economically advantageous tender and the weighting of these criteria or, where appropriate, the order of importance of these criteria shall be indicated if they are not included in the specifications or are not indicated in the invitation to participate in the negotiation.

Where applicable, the names and addresses of the economic operators already selected by the contracting entity.

Where appropriate, special conditions to which the performance of the contract or contracts is subject.

Where appropriate, date(s) and reference(s) to the publication in the Official Journal of the European Union of the periodic indicative Call for Tenders.

Name and address of the body responsible for appeal and, where appropriate, mediation procedures. Accurate information concerning time limits for lodging appeals or, where appropriate, the name, address, telephone and fax number and e-mail address of the service from which this information can be obtained.

Date of dispatch of the Call for Tenders by the contracting entity.

Any other relevant information.

ANNEX C2 - PROCEDURE FOR NEGOTIATION WITHOUT PRIOR PUBLICATION OF A CALL FOR TENDERS FOR MATERIALS AND SERVICES

The negotiated procedure for the award of supply contracts with one or more suppliers without publication of a Call for Tenders is an exceptional procedure and may be used in the following cases:

- a. Although a tender was held, no tenders were submitted or all the tenders submitted were considered technically 'unacceptable' or unprofitable. The main condition is that the basic terms of the Call for Tenders are not substantially altered.
- b. For materials and services provided by specialized Houses/Consultants that are manufactured or available or provided exclusively or have a particular suitability or that for technical or artistic reasons are manufactured or available only from a certain supplier, and for reasons of uniformity with existing materials.
- c. For materials manufactured or intended exclusively for the purpose of research, experimentation, prototyping or testing.
- d. For materials for which the change of the source of supply would oblige the COMPANY to supply materials with different specifications, which would be incompatible with the existing ones or would cause disproportionate technical difficulties in the operation and maintenance of its installations.
- e. For materials that have a market price that the legislation precludes the holding of a tender or that their procurement is classified or relates to essential public interest of the State.
- f. In cases of urgent need due to unforeseen situations or in cases of special circumstances or in cases of extreme urgency, in which the lack of materials, supplies or equipment may cause accidents or disasters or significant damage or unprofitable immobilization of the COMPANY's facilities and there is no time for the holding of an open or restricted tender.

The above cases are indicative but not restrictive.

ANNEX D - DETAILS TO BE INCLUDED IN THE CALL FOR TENDERS FOR THE ESTABLISHMENT OF LISTS OF SUPPLIERS FOR MATERIALS AND SERVICES

Name, identification number (if provided for in national legislation), address including NUTS code, telephone number, fax number, e-mail address and Internet address of the contracting entity and, if different, of the service from which additional information may be obtained.

Principal activity carried out.

If applicable, clarification whether the contract is awarded only to sheltered workshops or whether the contract is to be performed only in the context of sheltered employment programmes.

Purpose of the pre-qualification system (description of the products, services or works or categories thereof to be procured through the system (CPV codes). The NUTS code for the main place of delivery or performance in the case of supplies and services.

The conditions which economic operators must fulfil in order to be pre-qualified under the scheme and the methods by which compliance with these conditions is verified. Where the description of these verification conditions and methods is extensive and based on documents to which the economic operators concerned have access, a summary of the main conditions and methods and a reference to the relevant documents shall be sufficient.

The period for which the pre-qualification system is in force and the formalities for its renewal.

Indication that the Call for Tenders is used as a means of communicating a tender procedure.

Address where further information and documentation on the pre-qualification system can be obtained (if different from that mentioned in point 1).

Name and address of the body responsible for appeal and, where appropriate, mediation procedures. Accurate information concerning time limits for lodging appeals or, where appropriate, the name, address, telephone and fax numbers and e-mail address of the service from which this information can be obtained.

If known, the criteria to be used for the award of the contract. Except where the most economically advantageous tender is determined solely on the basis of price, the criteria constituting the most economically advantageous tender, as well as the weighting of these criteria or, where appropriate, the order of importance of these criteria, shall be indicated if they are not included in the specifications or not indicated in the invitation to tender or to negotiate.

Where appropriate, specify whether:

- a) electronic submission of tenders or requests to participate is required/accepted.
- b) electronic orders will be used.
- c) electronic invoicing will be used.
- d) electronic payments will be accepted.

Any other relevant information.

ANNEX E - DETAILS OF THE CALL FOR TENDERS USING AN OPEN PROCEDURE FOR THE AWARD AND EXECUTION OF WORKS

Name, identification number (if provided for in national legislation), address including NUTS code, telephone number, fax number, e-mail address and Internet address of the contracting entity and, if different, of the service from which additional information may be obtained.

Principal activity carried out.

Clarification, where appropriate, that the contract is one that can only be awarded to a sheltered workshop or performed only under sheltered employment schemes.

Nature of the contract (goods, works or services; indicate, where appropriate, a description (CPV codes). Where applicable, indicate whether tenders are requested for purchase, lease, hire or hire-purchase or a combination thereof.

1. The NUTS code for the main place of execution of the works.
2. Information on the purpose of the project or contract.
3. If known, specify whether or not the submission of alternative tender(s) is permitted.
4. The timetable for delivery or performance or duration of the project contract and, if possible, a starting date.
5. An e-mail or Internet address where the contract documents can be freely, fully, directly and immediately accessible free of charge.
6. The deadline for receipt of tenders
 - a. Where appropriate, persons to be present at the opening of tenders.
 - b. Date, time and place of opening of tenders.
7. Where applicable, required bonds.
8. Basic conditions for funding and payment and/or references to the relevant provisions.
9. Where appropriate, the legal form which the association of economic operators should take if it is awarded the contract.
10. Minimum economic and technical conditions to be fulfilled by the economic operator to whom the contract is awarded.
11. Time period during which the tenderer is bound by their tender.
12. Where appropriate, special conditions to which the performance of the contract or contracts is subject.
13. Criteria for the award of the contract. Except where the most economically advantageous tender is determined solely on the basis of price, the criteria constituting the most economically advantageous tender and the weighting of these criteria or, where appropriate, the order of importance of these criteria shall be indicated if they are not included in the specifications.
14. Where appropriate, the date or dates and reference or references to the publication in the Official Journal of the European Union of the periodic indicative Call for Tenders.
15. Name and address of the body responsible for appeal and, where appropriate, mediation procedures. Accurate information concerning time limits for lodging appeals or, where appropriate, the name, address, telephone and fax number and e-mail address of the service from which this information can be obtained.

16. Date of dispatch of the Call for Tenders by the contracting entity.
Any other relevant information.

ANNEX F - DETAILS OF THE CALL FOR TENDERS USING A RESTRICTED PROCEDURE FOR THE AWARD AND EXECUTION OF WORKS

Name, identification number (if provided for in national legislation), address including NUTS code, telephone number, fax number, e-mail address and Internet address of the contracting entity and, if different, of the service from which additional information may be obtained.

1. Principal activity carried out.

Clarification, where appropriate, that the contract is one that can only be awarded to a sheltered workshop or performed only under sheltered employment schemes.

2. Nature of the contract (goods, works or services), description (CPV codes).

3. The NUTS code for the main place of execution of works in the case of works or the NUTS code for the main place of delivery or execution in the case of supplies and services.

4. Information on the objective of the project or contract, if it includes the preparation of designs.

5. Clarification whether legal entities are obliged to declare the names and professional qualifications of the staff who will be in charge of the execution of the project.

6. If known, specify whether or not the submission of alternative tender(s) is permitted.

7. The timetable for delivery or performance or duration of the contract and, as far as possible, a starting date.

8. Where appropriate, the legal form which the association of economic operators should take if it is awarded the contract.

9. a. Deadline for receipt of applications, b. Address to which they are forwarded, c. Language or languages in which they are drawn up.

10. Closing date for the dispatch of the invitations to tender.

11. Where applicable, required deposits and bonds.

12. Basic conditions for funding and payment and/or references to the relevant provisions.

13. Information concerning the status of the economic operator and the minimum financial and technical conditions to be fulfilled by the economic operator

14. Criteria for the award of the contract. Except where the most economically advantageous tender is determined solely on the basis of price, the criteria constituting the most economically advantageous tender, as well as the weighting of these criteria or, where appropriate, the order of importance of these criteria, shall be indicated if they are not included in the specifications or not indicated in the invitation to tender.

15. Where appropriate, special conditions to which the performance of the contract or contracts is subject.

16. Where appropriate, date(s) and reference(s) to the publication in the Official Journal of the European Union of the periodic indicative Call for Tenders.

17. Name and address of the body responsible for appeal and, where appropriate, mediation procedures. Precise information concerning time limits for lodging appeals or, where appropriate, the name, address, telephone and fax number and e-mail address of the service from which this information can be obtained.

18. Date of dispatch of the Call for Tenders by the contracting authorities.

19. Any other relevant information.

ANNEX G1 - TENDERING PROCEDURES FOR THE AWARD AND EXECUTION OF WORKS - DETAILS OF THE CALL FOR TENDERS FOR A NEGOTIATED PROCEDURE WITH PRIOR PUBLICATION OF A CALL FOR TENDERS

Name, identification number (if provided for in national legislation), address including NUTS code, telephone number, fax number, e-mail address and Internet address of the contracting entity and, if different, of the service from which additional information may be obtained.

Principal activity carried out.

Nature of the contract (goods, works or services. Indicate, where appropriate, if it is a framework agreement), description (CPV codes).

The NUTS code for the main place of execution of the works.

1. Information on the purpose of the project.
2. Clarification whether legal entities are obliged to declare the names and professional qualifications of the staff who will be in charge of the execution of the project.
3. If known, specify whether or not the submission of alternative tender(s) is permitted.
4. The timetable for delivery or performance or duration of the contract and, as far as possible, a starting date.
5. Where appropriate, the legal form which the association of economic operators should take if it is awarded the contract.
6. a. Deadline for receipt of applications, b. Address to which they are forwarded, c. Language or languages in which they are drawn up.
7. Where applicable, required deposits and bonds.
8. Basic conditions for funding and payment and/or references to the relevant provisions.
9. Information concerning the status of the economic operator and the minimum financial and technical conditions to be fulfilled by the economic operator.
10. Criteria for the award of the contract. Except in cases where the most economically advantageous tender is determined solely on the basis of price, the criteria constituting the most economically advantageous tender and the weighting of these criteria or, where appropriate, the order of importance of these criteria shall be indicated if they are not included in the specifications or are not indicated in the invitation to participate in the negotiation.
11. Where applicable, the names and addresses of the economic operators already selected by the contracting entity.
12. Where appropriate, special conditions to which the performance of the contract or contracts is subject.
13. Where appropriate, date(s) and reference(s) to the publication in the Official Journal of the European Union of the periodic indicative Call for Tenders.
14. Name and address of the body responsible for appeal and, where appropriate, mediation procedures. Accurate information concerning time limits for lodging appeals or, where appropriate, the name, address, telephone and fax number and e-mail address of the service from which this information can be obtained.
15. Date of dispatch of the Call for Tenders by the contracting entity.

16. Any other relevant information.

ANNEX G2 - TENDERING PROCEDURES FOR THE AWARD AND EXECUTION OF WORKS - NEGOTIATED PROCEDURE WITHOUT PRIOR PUBLICATION OF A CALL FOR TENDERS

This procedure applied in the following cases:

Where the results of a preceding tender procedure were unsuccessful or irregular tenders were submitted and the procedure was therefore considered unsuccessful or unacceptable tenders were submitted or the procedure was cancelled due to the absence of tenders. In these cases, the terms of the call for tenders of the previous tender procedure shall not change.

Where there are reasons of urgency for the implementation of the specific project and the delay in conducting an open, restricted or negotiated procedure with publication of the Call for Tenders would jeopardise the interests of the Company.

When it is a supplementary project intended to partially renew or increase the scope of the original contractor's work. The value of the additional project may not exceed 50% of the original budget.

Where national or European law expressly allows the negotiated procedure to be conducted without publication of a Call for Tenders.

With the successful tenderer or tenderers in the event of equality or equivalence of their tenders. In the event of equality or equivalence of tenders, the award is made after a draw of lots, which is carried out by the Tender Evaluation and Evaluation Committee in the presence of the contractors concerned if they so wish.

With the other tenderers, in the order of the lowest bid, only if the successful tenderer withdraws its bid or refuses to fulfil its obligations.

In cases of urgency due to unforeseen circumstances or in cases of special circumstances or in cases of extreme urgency for the execution of the project and where there is no time available for an open or restricted tender procedure.

The above cases are indicative but not restrictive.

The Company shall issue a written invitation to the contractors it pre-qualifies to conduct negotiations. Such invitation shall include at least the analytical call for tenders and the special form for the submission of tenders, which must be completed by the interested contractors. The body responsible for the selection of the candidate contractors and the preparation of the tender form is the one that decided on the procedure, in accordance with the provisions of Article 3 hereof.

ANNEX H - INFORMATION TO BE INCLUDED IN THE CALL FOR TENDERS FOR THE ESTABLISHMENT OF A LIST OF CONTRACTORS FOR THE AWARD AND EXECUTION OF WORKS

Name, identification number (if provided for in national legislation), address including NUTS code, telephone number, fax number, e-mail address and Internet address of the contracting entity and, if different, of the service from which additional information may be obtained.

Principal activity carried out.

1. If applicable, clarification whether the contract is awarded only to sheltered workshops or whether the contract is to be performed only in the context of sheltered employment programmes.

2. Purpose of the pre-qualification system (description of the products, services or works or categories thereof to be procured through the system (CPV codes). The NUTS code for the main place of execution of the works

The conditions which economic operators must fulfil in order to be pre-qualified under the scheme and the methods by which compliance with these conditions is verified. Where the description of these verification conditions and methods is extensive and based on documents to which the economic operators concerned have access, a summary of the main conditions and methods and a reference to the relevant documents shall be sufficient.

3. The period for which the pre-qualification system is in force and the formalities for its renewal.

Indication that the Call for Tenders is used as a means of communicating a tender procedure.

Address where further information and documentation on the pre-qualification system can be obtained (if different from that mentioned in point 1).

4. Name and address of the body responsible for appeal and, where appropriate, mediation procedures. Accurate information concerning time limits for lodging appeals or, where appropriate, the name, address, telephone and fax numbers and e-mail address of the service from which this information can be obtained.

5. If known, the criteria to be used for the award of the contract. Except where the most economically advantageous tender is determined solely on the basis of price, the criteria constituting the most economically advantageous tender, as well as the weighting of these criteria or, where appropriate, the order of importance of these criteria, shall be indicated if they are not included in the specifications or not indicated in the invitation to tender or to negotiate.

6. Where appropriate, specify whether:

a) electronic submission of tenders or requests to participate is required/accepted.

b) electronic orders, will be used.

c) electronic invoicing will be used.

d) electronic payments will be accepted.

7. Any other relevant information.

ANNEX I - TABLES

TABLE 1a- FEASIBILITY OF SUPPLY/SERVICES/WORK AND TENDERING PROCEDURE

FEASIBILITY OF SUPPLY AND TENDERING PROCEDURE			
EXPENDITURE TIERS	AMOUNT IN EUROS	METHODS OF SUPPLY	APPROVAL
1	0 – 2.500	(minor value-invoice)	Coordinating Director of Administration, Human Resources & Digital Innovation
2	2.501 - 50,000	Select from the list	CEO
3	50.001- 100.000	Select from the list	CEO, jointly with DEPA INFRA CEO
4	100.001 and above	Select from the list	Board of Directors

In particular, for the approval of the feasibility for the conclusion of contracts for the purchase, lease and rental of hardware, software and computer systems the following shall apply:

FEASIBILITY OF SUPPLY AND TENDERING PROCEDURE		
EXPENDITURE TIERS	AMOUNTS IN EUROS	APPROVAL
1	0 – 2.500	Coordinating Director of Administration, Human Resources & Digital Innovation
2	2-501– 25.000	CEO
2	25.001 – 50.000	CEO, jointly with DEPA INFRA CEO
3	50.001 and above	Board of Directors

TABLE 1b- LIST: METHODS OF SUPPLY

LIST: METHODS OF SUPPLY	
i.	Open procedure, with a public invitation to tender, in which any interested supplier may submit a tender after publication in the press of a summary of the relevant Call for Tenders.
ii.	Restricted Procedure, with a competitive tender in which only those suppliers qualified either through a public call for expressions of interest or from the supplier lists may submit a tender.
iii.	Negotiated procedure with prior publication of a call for tender, whereby DEDA invites suppliers of its choice by means of a call for tender and negotiates the terms of the conclusion of a supply contract with one or more of them.
iv.	Negotiated procedure without prior publication of a Call for Tenders; this procedure applies in the cases detailed in Annexes C2 and G2 to this document and in cases where a specific legal provision allows it.
v.	Procedure of Direct Award of the contract to a specific economic entity, based on the criteria of the possibility of good and timely execution of the contract and of the economic offer. The economic entity may also be selected following the evaluation of more than one offer.

TABLE 2 – OPENING AND EVALUATING THE TENDER DOSSIERS

OPENING AND EVALUATING OF TENDER DOSSIERS			
EXPENDITURE TIERS	AMOUNT IN EUROS	APPROVAL OF OPENING AND EVALUATION COMMITTEE	NOTIFICATION
1	0 – 2.500	Coordinating Director of Administration, Human Resources & Digital Innovation	-
2	2.501 - 50,000	CEO (if required)	-
3	50.001- 100.000	CEO	DEPA INFRA CEO
4	100.001 and above	CEO	DEPA INFRA CEO + Board of Directors

In particular, for the opening of tender dossiers for the conclusion of contracts for the purchase, lease and rental of hardware, software and computer systems the following shall apply:

OPENING OF TENDER DOSSIERS			
EXPENDITURE TIERS	AMOUNTS IN EUROS	APPROVAL OF COMMITTEE	NOTIFICATION
1	0 – 25.000	CEO	-
2	25.001 – 50.000	CEO, jointly with DEPA INFRA CEO	DEPA INFRA CEO
3	50.001 and above	Board of Directors	DEPA INFRA CEO + Board of Directors

TABLE 3 - AWARD OF THE TENDER

EXPENDITURE TIERS	AMOUNT IN EUROS	APPROVAL
1	0 – 2.500	Coordinating Director of Administration, Human Resources & Digital Innovation
2	2.501 - 50,000	CEO
3	50.001- 100.000	CEO, jointly with DEPA INFRA CEO
4	100.001 and above	Board of Directors

In particular, for the award of tenders for the conclusion of contracts for the purchase, lease and rental of hardware, software and computer systems the following shall apply:

AWARD OF TENDERS		
EXPENDITURE TIERS	AMOUNTS IN EUROS	APPROVAL
1	0 – 25.000	CEO
2	25.001 – 50.000	CEO, jointly with DEPA INFRA CEO
3	50.001 and above	Board of Directors