



PROCUREMENT PROCEDURES

FIRST PART AWARD

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CHAPTER I. GENERAL PRINCIPLES

Article 1. Scope

1. The scope of these Procedures is to define the principles, processes and rules governing:
 - a. the planning and award (First Part) and
 - b. the performance (Second Part)

of the procurement contracts of DESFA (hereinafter the “Company”). Procurement, within the scope of these Procedures, is the acquisition of works, goods or services from economic operators chosen according to the procedures herein. Economic operators who participate in these procedures are presumed to unreservedly accept the provisions of the present Procedures.

2. The following are exempted from the provisions of these Procedures:
 - a. The purchase of natural gas made by the Company in accordance with the provisions of the applicable legislation.
 - b. The procurement of items whose prices or quantities are imposed on the Company by the legislative and regulatory framework.
 - c. Procurement carried out under the framework of an international agreement entered into between the Greek State and one or more countries.
 - d. Procurement contracts with an affiliated to the Company undertaking, within the meaning of Directive 2014/34/EU.
 - e. Procurement of low value materials, Tier 0.
 - f. Contracts that are explicitly excluded by the European Directives for reasons other than their estimated value.
 - g. The purchase of greenhouse gas emissions allowances.
 - h. Any contract relating to real estate, as indicatively purchase or lease.
 - i. Contracts relating to advertisements, social events, sponsorships and public relations expenses.
 - j. Contracts relating to subscriptions and membership rights, listings in print or electronic form.
 - k. Ticket supplies and hotel bookings subject to the Company's related policy.
 - l. Procurement of materials by the Company's contractors on the Company's behalf, carried out according to the terms of the respective works contracts signed with them.
 - m. Any other case that the Company's CEO will more specifically set out according with the powers delegated by the Board of Directors.

The Company may apply the provisions of the present Procedures on the aforementioned exceptions, following a decision of the body responsible for the conclusion of the contract. In such case, the present Procedures shall be followed.

3. In addition:

- a. For the award of works, services and goods contracts of co-financed projects, regardless of the estimated value of such contracts, the Company applies Directive 2014/25/EU.
- b. For the award of works, services or supply contracts, with an estimated value exceeding the threshold for application of Directive 2014/25/EU, as set out in each case, the Company applies this Directive.
- c. For the award of works and services concession contracts, with an estimated value exceeding the threshold for application of Directive 2014/23/EU, as set out in each case, the Company applies this Directive.

In cases (a) through (c) of this paragraph, the present Procedures shall apply additionally to the Directive only for matters that are not provided for in the Directives.

Article 2. Objective

Objective of the present Procedures is the implementation of effective - in terms of time, cost and quality - transparent and standardized contract award and performance processes, on the following pillars:

- a. Protection of the Company's interests and reputation.
- b. Assurance of the Company's smooth and seamless operation.

Article 3. Definitions

For the purposes of these Procedures, consistent terminology has been used for the following words or phrases, in accordance with the meaning attributed to them in this article. Specifically:

Call for Competition / Call: The public call by which Economic Operators are invited to express their interest to participate in a Contractor selection process, which includes the minimum terms of participation, selection and award of the Procurement.

Candidate: An Economic Operator that expresses interest to participate or has been invited to participate in a selection process.

Code of Conduct: Handbook that records the common principles and rules for the behaviour of Company employees and their obligation to operate in accordance with its values, internal regulations and applicable legislation. The Code of Conduct is posted on the Company's website.

Company: HELLENIC GAS TRANSMISSION SYSTEM OPERATOR (DESFA) S.A.

Contract Manager: The body responsible for monitoring performance of a Procurement contract.

Contract: The written document, concluded between the Company and the Contractor which aims at the establishment of the terms for performance of works, supply of goods or provision of services by the Economic Operator and the terms on which the Company will accept them paying the respective price, which includes all the relevant documents, drawings and specifications issued for this purpose.

Contractor: The Economic Operator who is awarded the Contract or Order following a selection process.

CPD: Competent Procurement Department.

CPV: Common Procurement Vocabulary (CPV) as adopted with Regulation (EC) No 2195/2002.

Day: Calendar day.

Development Plan: Plan of small or large scale works, approved by the competent corporate bodies.

Economic Operator: Any natural or legal person, or entity, or a group of such persons and/or entities, including any temporary association of undertakings, which provides the execution of a work, the supply of goods or the provision of services.

Expenditure Tier / Tier: Classification of Materials/Services and Works depending on the amount of the estimated value of the contract. For the assessment of the estimated value potential amendments of the contract are taken into consideration.

Framework Agreement: The agreement between the Company and one or more Economic Operators, through which the general terms of the contracts to be agreed during a given period, in particular with regard to price, quantities, times and terms of delivery, are agreed. The Company awards executing contracts under the framework of such an agreement, depending on its needs.

Goods: Products / materials that are the subject of purchases or leases, such as spare parts, equipment for facilities, furniture, appliances, vehicles, electronic equipment, software tools, etc.

Inventory: The quantity of a material in the Company's warehouses which is monitored by way of a computerized, card-based or other system.

Invitation: The invitation of a limited number of Economic Operators to participate in a process or phase of a Contractor selection process, which may have as its subject the submission of an offer, the participation in negotiations or a combination thereof.

List of Vendors / List: List of pre-evaluated Economic Operators which is used for the pre-selection of Economic Operators for Procurement.

Order / Purchase Order: The written document that includes the minimum content of the Contract and is sent to the Contractor in the cases set out by the present Procedures, by which it is proposed to the Contractor to perform a specific Procurement and whose terms are binding to the Contractor, if it is accepted.

Platform / System: Electronic online platform for the electronic communication of Economic Operators with the Company.

Procurement: Acquisition by the Company of works, goods or services through a contract of works, goods or services, from economic operators chosen according to the present Procedures.

Purchase Request or Request: A document in printed or electronic format, by which the Requesting Unit informs the Supply Chain Department of the Company about the Procurement need.

Requesting Unit: Each organizational unit of the Company requesting a Procurement.

Services: The provision of all types of services to the Company by legal or natural persons which are the subject of a lease, such as security, insurance, customs clearance, designs, equipment inspection and control, Works construction supervision, staff and materials transportations, maintenance, operation, repairs services, land transport services, telecommunication services, consultancy services, financial services, IT services, research

and development, accounting, market research, consultancy services, scientific and technical consultancy services, building cleaning and property management services, publications and printing services, disposal services, education and vocational training services, third party logistics services (warehousing, distributions).

Specification or Technical Specification: The physical and technical characteristics of a material or a service or a work, in accordance with acceptable international standards.

Subcontractor (or sub-supplier): An economic operator to which the Tenderer/Contractor assigns on his behalf the partial execution of the Contract.

Substitute Contractor: The Economic Operator who undertakes to perform the Procurement in the place of the original Contractor.

Supply Chain Department or SCD: The competent organizational unit of the Company which has as its main subject all Procurement matters that fall under the scope of the present Procedures.

Tender / Procurement Documents: Bundle of documents issued in case of a selection process, which include the terms and conditions for participation, selection and award of a Procurement to one or more Economic Operators, as well as the contractual terms and conditions.

Tenderer/Bidder: The Economic Operator submitting a bid.

Work: Each new construction or expansion or renovation or repair performed for the modernization, improvement, expansion, safety, etc., of the natural gas pipelines and the general facilities of the Company and in general the result of a set of works which is sufficient in itself for the performance of a financial or technical function.

Article 4. Promotion of policies

The Company, within the context of promoting its strategic objectives, runs the processes for Procurement, endorsing, inter alia the:

- a. Protection of the environment.
- b. Promotion of innovation.
- c. Support of small and medium-sized enterprises.
- d. Promotion of social policies.
- e. Support of the local communities in which it operates.

Article 5. Compliance with the applicable legislation and the general principles of the EU

1. The Company complies with the applicable labor, tax, environmental and other legislation that governs in each case the respective processes, from the commencement of the award procedures until the execution of the contracts. The same commitments apply to the economic operators that take part in the processes of the present policy.
2. These Procedures contain rules and processes that comply with the principles of transparency, proportionality, non-discrimination and equal treatment, and terms and criteria that are reasonable and market-based. In the context of its implementation, the

Company treats economic operators equally and without discrimination, and acts in a transparent and proportionate manner, promoting effective competition.

Article 6. Code of Conduct / Fight against Corruption - Bribery

1. The Company implements a specific Anti-Bribery and Anti-Corruption Policy, demonstrates zero-tolerance against corruption and acts with professionalism, lawfulness and integrity in all its transactions. In this context, it adopts the appropriate measures in order to duly report cases of fraud, corruption, bribery, conflict of interest and other such serious irregularities, using the procedures and means it has established.
2. The Company takes appropriate measures to effectively prevent, identify and remedy conflicts of interest arising during Procurement procedures so as to avoid any distortion of competition and to ensure equal treatment of all economic operators.
3. The concept of conflict of interest shall at least cover any situation where Company staff or staff of service providers acting on behalf of the Company who are involved in the conduct of the Procurement procedure or may influence the outcome of that procedure have, directly or indirectly, a financial, economic or other personal interest which might be perceived as compromising their impartiality and independence within the context of the Procurement procedure.
4. The principles of the Company's conduct are described in its Code of Conduct and govern the performance of the duties of all parties involved during the procedures carried out according to the present Procedures both in its internal and external relationships. By taking part in the Company's Procurement procedures, it is presumed that economic operators accept to implement the principles set forth in the Company's Code of Conduct.
5. The present policy applies in parallel to the Company's Policies and Procedures. In case of contradiction between them, the provisions of the present shall prevail.

Article 7. Confidentiality / Personal Data

1. The Company shall not disclose information forwarded by economic operators which has been qualified as confidential, including, but not limited to, technical or trade secrets and the confidential aspects of bids. Similarly, the Company may impose on economic operators obligations which are aimed at protecting the confidential nature of information that the Company makes available throughout the Procurement procedure.
2. The tools and devices used by the Company for communicating by electronic means, as well as their technical characteristics, shall be non-discriminatory, shall be generally available and compatible with the generally used Information and Communication Technology products, shall not restrict economic operators' access to the Procurement procedure and shall preserve the integrity of data and bid confidentiality.
3. With regard to processing of personal data, the Company shall operate in accordance with the applicable regulatory and legal framework and in compliance with the General Data Protection Regulation (GDPR) 2016/679/EU, as well as the Directive 2016/680/EC of the European Parliament and of the Council, as they stand, and shall implement internal procedures which ensure that the appropriate organizational and technical measures are taken in order to comply with the aforementioned framework.

Article 8. Internal Audit

The Present Procedures fall within the scope of the Company's Internal Audit procedures. The Company may carry out audits at any time through its competent bodies and procedures with regard to compliance with the principles and procedures hereof and the applicable legislation. By taking part in the Company's procedures, economic operators agree that they may also be subject to such audits.

CHAPTER II. PROCUREMENT PLANNING AND APPROVAL

Article 9. Procurement Tiers

- Based on the estimated value of the expenditure and depending on whether they concern Goods / Services or Works, Company Procurements are categorized in the following tiers:

Procurement Tiers for Goods and Services	
Tier 0	from EUR 1 to EUR 500
Tier 1	from EUR 501 to EUR 20.000
Tier 2	from EUR 20.001 to EUR 200.000
Tier 3	from EUR 200.001 to EUR 5.000.000
Tier 4	EUR 5.000.001 and above

Procurement Tiers for Works	
Tier 1	from EUR 1 to EUR 30.000
Tier 2	from EUR 30.001 to EUR 300.000
Tier 3	from EUR 300.001 to EUR 5.000.000
Tier 4	EUR 5.000.001 and above

The above tiers are revised by a decision of the Company's CEO, according with the powers delegated by the Board of Directors.

The values above do not include VAT or any other tax.

The values above include potential option rights.

The competent approval bodies for each expenditure tier are set out in Annexes IA and IB hereto.

Article 10. Demand planning

1. The planning of meeting procurement demand is carried out throughout the financial year by the organizational units participating in the preparation of the Company's Budget in order to ensure availability of the required resources. This is achieved by monitoring inventory levels, expiration of term of contracts, progress of works, needs for new services, researching alternative solutions, etc., and is finalized with the approval of the Budget for the next financial year.
2. Until June of each financial year, and in any case before the preparation of the Company's Budget, the SCD forwards to all Divisions a request that they determine the estimated Procurement demands per Requesting Unit for the coming financial year.
3. The organizational units involved in the preparation of the Company's Budget determine the demands for the next year taking into consideration indicatively:
 - a. For the planning of Goods:
 - i. Data from maintenance planning.
 - ii. Inventory needs.
 - iii. Consumption/needs historical data.
 - iv. Development Plan / New Works.
 - v. Maintenance needs/Maintenance Plan.
 - vi. Other scheduled replacements, additions and general alterations and interventions to facilities / mechanical equipment / IT hardware, etc.
 - b. For the planning of Services:
 - i. Anticipated expiration of the term of existing contracts and need for their renewal.
 - ii. Development Plan / New Works.
 - iii. Maintenance Plan and maintenance needs in general.
 - iv. Historical data of needs.
 - v. Development of new technologies.
 - c. For the planning of Works:
 - i. Development Plan / Small Works.
 - ii. Maintenance Plan and maintenance needs in general.
 - iii. Utility / financial benefits / strategic planning of Company etc.
4. The determination of demands by the Requesting Units includes at least the following:
 - a. Categorization of needs based on the CPV standardized nomenclature.
 - b. Definition of needs with regard the requested quantity and duration of the contract.
 - c. Estimated value.
 - d. Date of necessity.
 - e. If needed, technical specifications / functional requirements / characteristics.
 - f. If needed, proposal for the award procedure to be followed (e.g. in case of negotiated procedure without call for competition) and justification in case of proposing exceptional award procedures.

The determination of demands by the Requesting Units is accompanied by the justification of the necessity of each Procurement (e.g. ongoing needs, scheduled maintenance, security reserve, Development Plan, etc.) and (after the financial year of first implementation) the differentiations compared to the previous financial year. Especially in the case of a first-time need, a relevant indication is included.

5. After the above information is collected from the Requesting Units, Divisions shall approve the above demand planning in a timely manner and notify the SCD in order to proceed with the Procurement planning.

Article 11. Procurement Planning

1. After approval of the budget, the SCD draws up the Company's Procurement Plan, on the basis of which it will meet the Procurement demand of the previous article, taking into consideration the following:
 - a. The criticality of the Procurement demands, based e.g. on complexity, importance for the Company's operation, level of emergency of each need.
 - b. The characteristics of the Procurement demands, the research of the relevant market and the availability of alternative providers.
 - c. The possibility of grouping Procurement demand to meet similar needs.
 - d. The time scheduling of actions and estimation of required human resources for the preparation and conduct of Procurement procedures.
2. The Procurement Plan shall include for each Procurement or Procurement category, beyond the details set out during the demand planning, at least the following:
 - a. The selection of the Procurement procedure (open, restricted tender procedure, negotiated procedure without prior call for competition, division into lots, etc.) and the relevant justification, provided it is required by the present.
 - b. The implementation of any special selection system (framework agreement, electronic catalogue, electronic auction, etc.).
 - c. The award criterion (lowest price, combination of technical and financial evaluation, etc.), and whether a technical evaluation shall precede the financial evaluation.
3. The Procurement Plan is approved by the Head of Division of the SCD and is forwarded to the SCD and to the Divisions for implementation according to the time schedule included therein.
4. Approval of Procurement Requests and conduct of Procurement procedures is by no means suspended or otherwise hindered by ongoing Demand Planning and Procurement Planning as per art. 10 and 11.

Article 12. Market consultations

1. Before launching a Procurement procedure or even up to the commencement of a specific award procedure, the CPD may conduct consultations with the market, independent experts and authorities etc., in order to prepare the parameters of the Procurement (e.g. technical specifications, budget, division into lots, framework agreement, etc.), may inform economic

operators about its intentions and draw best practices from the market for the preparation of the Tender Documents.

2. Cases where consultation is useful, inter alia, involve:
 - a. Procurements not carried out in the past by the Company and for which there is no expertise.
 - b. Procurements with very specialized specifications.
 - c. Procurements that are very critical for the Company.
3. The CPD assesses the necessity and decides on the conduct of a preliminary market research in order to prepare the tender and inform the Economic Operators about its intentions and/or the conduct of a consultation on the tender documents.
4. If a Candidate or an Economic Operator associated with a Candidate has advised the Company or has otherwise participated in the preparation of the Procurement procedure, the CPD shall take appropriate measures to ensure that competition has is not distorted by the participation of that Candidate to the procedure. Such measures shall include, but not be limited to, the communication to the other Candidates of relevant information exchanged in the context of previous collaboration with the Candidate in the preparation of the Procurement procedure and the setting of adequate time limits for the receipt of bids.

Article 13. Calculation of estimated value of the Procurement

1. In order to calculate the estimated value of the Procurement, the total payable amount is taken into consideration, net of VAT, as estimated and documented by the Requesting Unit, including any option rights and contingencies, which shall expressly be set out in the Procurement Documents.
2. Division of Procurement Requests so as to avoid implementation of Directives 2014/25/EU and 2014/23/EU, or so as to be approved by bodies of lower tiers, as set out herein, are not permitted.
3. The Company may award a contract in the form of separate lots, especially in case that this is justified by objective (e.g. geographical) reasons, following approval in line with Articles 11 and 15. In such case, the Company must determine, as appropriate, in the Call for Competition or in the Invitation to negotiate, the size and subject of these lots, as well as whether bids may be submitted for one or more lots or for all of the lots. Where a Procurement procedure may result in contracts being awarded in the form of separate lots, the total estimated value of all such lots shall be taken into account.
4. Concerning framework agreements and dynamic purchasing systems, the value to be taken into account shall be the maximum estimated value, net of VAT, of all contracts to be concluded for the total duration of the agreement or system.
5. In the case of recurring Procurements or Procurements which are intended to be renewed within a given time period, calculation of the estimated contract value shall be based on the total actual or estimated value of the successive contracts of similar kind on a 12-month basis.

Article 14. Procurement Request

1. In all cases, in order to initiate a specific procurement procedure, a complete and updated Procurement Request shall be approved and submitted by the Requesting Division in accordance with this article, which is registered in the SAP platform in a mandatory way.
2. Submission of the Procurement Request shall be made in a timely manner, and after the approved Procurement Plan has been taken into consideration, in order to have adequate time to meet the demand on the date of necessity in a cost- and quality-efficient manner.
3. In case where there are deviations from the Procurement Plan with regard to this Procurement, the areas where the Procurement Request differs are pointed out and the deviation is justified.
4. If the Procurement has not been included in the Procurement Plan, justification is provided about the need of the Procurement and the fact that it was not included in the Plan.
5. The Procurement Request is accompanied by the necessary supporting material and includes at least the following and the items in the checklist of Annex IV, as applicable:
 - a. Categorization of Procurement based on the CPV standardized nomenclature.
 - b. Complete and clear description of the items (e.g. quantities, technical specifications / functional requirements / work characteristics).
 - c. Estimated expenditure and indication of whether it is included in the respective approved budget and the Procurement Plan.
 - d. Date of necessity (or work schedule etc.).
 - e. Proposal on the Procurement procedure (e.g. restricted tender procedure from List, negotiated procedure without prior Call for competition, etc.), without prejudice to the rights of the CPD to choose the procurement procedure to follow when initiating the procedure as per art. 17 and following.
 - f. Proposal on the application of any special selection system (framework agreement, electronic catalogue, electronic auctions, etc.), without prejudice to the rights of the CPD to choose the selection system to use when initiating the procedure as per art. 17 and following.
 - g. Proposal on the award criterion (lowest price, combination of technical and financial evaluation and weight of criteria, etc.), on whether a technical evaluation shall precede the financial evaluation and on the Contractor's selection criteria.
 - h. Proposal on required guarantees.
 - i. Indication of whether it is included in a co-financed program.
6. In case of Procurement through a negotiated procedure without prior call for competition, the Requesting Unit shall note the justification this case falls under and the Candidate Contractor/-s it proposes, preferably from the Company's respective List of Vendors. In case that the Candidate Contractor/-s are not listed in the relevant List, it shall note the reasoning.
7. In case of Procurement through a restricted tender procedure from the List of Vendors is proposed, the Requesting Unit shall note the List category this case falls under.
8. After submitting the Procurement Request to the CPD, the CPD reviews it as per its completeness and accuracy (in particular as regards the separate elements/justification of the request in par. 3-7 above and the checklist), as regards inclusion in future Procurement

Planning (especially in cases of similar goods/services), as regards the possibility of division into lots, as regards the proposed Candidate Contractor/-s) and in case it finds that the Request is not complete or accurate, it sends it back to the Requesting Division with comments; the Requesting Division, after correcting or supplementing the Request and approving it, submits it again to the CPD for review.

If the CPD finds that a Procurement that has not been included in the Plan cannot be carried out in the time of necessity referred to in the Request, the estimated attainable time is completed in the Request.

9. After the completeness and accuracy review of the Procurement Request by the CPD is complete, the CPD shall take all the necessary steps to forward it to the competent body for approval, as per Annex I, and for implementation.

Article 15. Approval of Procurement and procedure

1. The approval of each Procurement and its procedure is granted by the body responsible in each case for Request approval, as set out in Annex I A and Annex I B.
2. In case of awards of Tiers 1 and 2 through negotiated procedure without prior Call for competition and/or awards outside of budget and/or outside of Procurement Planning, approval of the Request is granted by the body responsible for approval of the next Tier, as set out in Annexes IA and IB.

CHAPTER III. ECONOMIC OPERATOR SELECTION PROCEDURES AND CONDUCT OF PROCEDURES

Article 16. Economic Operator selection procedures

1. The Contractor selection procedures are the following:
 - a. Open Tender: A procedure in which any interested Economic Operator may submit a bid in response to a call for competition.
 - b. Restricted Tender: A two-phase procedure, in which any Economic Operator may submit a participation request in the context of a call for competition (first phase), but only those Economic Operators which will be invited by the Company following pre-qualification may submit an offer (second phase). The described first phase can be replaced by selection of Economic Operators that meet the selection criteria from the approved Vendors' List.
 - c. Negotiation with prior call for competition: Procedure with negotiations, in which each Economic Operator may submit a request to participate in response to a call for competition, but only the Economic Operators which will be selected by the Company following evaluation may participate in the negotiations.
 - d. Negotiation without prior call for competition: A procedure with negotiations applied subject to the conditions of Article 20, in which one or more Economic Operators are invited to submit an offer and participate in the negotiations.
2. In specific cases, the following apply alternatively to the above procedures:

- a. Competitive dialogue: Procedure in which any Economic Operator may submit a request to participate in response to a Call for competition, but only Economic Operators which will be selected by the Company following evaluation may participate. The contract shall be awarded on the sole basis of the award criterion of best price-quality ratio. During the dialogue, the aim of which shall be to identify and define the means best suited to satisfy the needs of the Company, all aspects of the Procurement may be discussed.
- b. Innovation partnership: Procedure in which any Economic Operator may submit a request to participate in response to a Call for competition, but only Economic Operators which will be selected by the Company following evaluation may participate. The contract shall be awarded on the sole basis of the award criterion of best price-quality ratio. The purpose of the procedure is the partnership with an Economic Operator which will develop a product, service or work not already available on the market, and will then supply it to the Company, on the condition that it meets the performance levels and maximum cost agreement between the Company and the participants.

Article 17. Open tender procedure - Tender Documents

1. In case of Procurement through an open tender, the CPD shall take the necessary steps to prepare the Tender Documents and to approve them in accordance with this article.
2. The Tender Documents include indicatively the following:
 - a. Instructions to the Economic Operators on preparing and submitting the bid and other terms and conditions of the Tender Procedure.
 - b. Bid Letter / Financial Offer.
 - c. Draft Contract.
 - d. Special Terms and Conditions of Contract (if applicable).
 - e. General Terms and Conditions of Contract.
 - f. Description of Scope.
 - g. Technical Specifications and Drawings (if applicable).
 - h. Any required templates (Letters of Guarantee, Statements, etc.).
3. The Documents that pertain to the commercial and financial terms, i.e. the commercial dossier, are prepared by the CPD with the collaboration of the Requesting Unit, whereas those pertaining to the technical terms, descriptions and specifications, i.e. the technical dossier, are prepared by the Requesting Unit. The CPD is responsible for conducting the Tender Procedure and coordinating its timely execution.
4. Where feasible, the Tender Documents are prepared in accordance with the approved standardized documents.
5. The Tender Documents are approved by the CPD.
6. For the selection of Economic Operators through an open tender, the CPD publishes a Call for competition in the means of publicity described in Article 21, making reference to the CPV standardized nomenclature and the indicative content as set out in Annex II. Immediately thereafter, the relevant approved Tender Documents shall be posted on the electronic tender platform. Conduct of the procedure is ruled by art. 26 and following.

Article 18. Restricted tender procedure - Prequalification of Economic Operators

1. For the selection of Economic Operators through a restricted tender, the CPD shall publish a Call for participation in the first phase of the tender in the means of publicity described in Article 21, making reference to the CPV standardized nomenclature and the indicative content as set out in Annex II. Immediately thereafter, the relevant approved Call shall be posted on the electronic platform for tenders.
2. The prequalification (evaluation of the participation requests) of the interested Economic Operators that will submit a request for participation in the restricted procedure is carried out by the CPD, according to the selection criteria and the evaluation procedure set out in the Call, and is approved by the bodies approving the evaluation as per Annex I. The Call may limit the number of Economic Operators that will qualify, provided that this is done using objective criteria and does not excessively restrict competition and, in any case, provided that such number is not lower than three (3). The CPD prepares the Records of the prequalification stage, and the procedure described in Article 26 is followed accordingly.
3. The prequalification phase may include evaluation of technical solutions, if such provision is made in the Call. In such case, the technical evaluation is carried out by the Requesting Division.
4. Prequalified Economic Operators are sent an Invitation to tender through the CPD (second phase), and the procedure described in Article 26 is followed accordingly. If provision is made that the second phase includes evaluation of technical solutions, in the second phase Prequalified Economic Operators submit the binding technical offer and the financial offer and the procedure described in art. 26 is followed.
5. Especially in the case of Procurement through a restricted procedure from the Company's approved List of Vendors, the purpose of the first phase shall be to ascertain the Candidates among the participants in the List as per the set selection criteria (internal phase in this case). Then, the CPD shall directly send an Invitation to tender to the Economic Operators participating in the respective category of the List and meeting the tender selection criteria as per their participation in the List. The selection criteria shall correspond to the scope of the Procurement and not excessively restrict competition.
6. As regards the preparation and approval of the Tender Documents, Article 17(1-6) shall apply accordingly.

Article 19. Negotiated procedure with prior publication

1. For the launch of a negotiated procedure with prior Call for Competition, within the meaning of Article 16 hereof, the CPD publishes a relevant Call for Competition in the means of publicity described in Article 21, in order for all interested parties to take part in the procedure.
2. For the opening and evaluation of the bids, the procedure described in Article 26 shall be followed accordingly. The CPD carries out the qualitative selection, gets approval by the competent body for approval of the evaluation as per Annex I and sends to the qualified Tenderers an Invitation to participate in the negotiations, according to the provisions of the Call.

3. Especially in the case of a negotiated procedure with participation of Economic Operators from the Company's approved List of Vendors, the provisions of Article 18 (4) hereof shall apply.
4. During the negotiations phase, the CPD negotiates with the Economic Operators for each section of the bid (technical, commercial or financial) in successive phases, according to the provisions of the Call, for the purpose of improving its content. Subject to negotiation are the initial offers and the offers during the successive negotiation phases, except for the final offer, which the Economic Operators are invited to submit within a common final time limit. The negotiations are conducted with the financial offers unopened, and with regard to these, the Economic Operators are invited to submit their final offer after the previous negotiation phases (technical, commercial) have been completed. The minimum characteristics of the work, goods or services which all bids must meet, as well as the award criteria, are not subject to negotiation, and the negotiations cannot lead to a substantial amendment of the Procurement scope.
5. The negotiations shall be conducted with strict compliance with the equal treatment principle, without discrimination between candidates. No information or proposed solutions and suggestions shall be provided, which may favor certain candidates or cause discrimination in general. All participants in the negotiations shall be informed in real time through the System about any changes to the technical specifications or commercial terms, etc., as a result of the negotiations, and they shall be given adequate time to submit new offers.
6. The CPD shall prepare Records of the negotiations and the evaluation of the final offers according to the award criteria and shall submit such Records to the competent body for approval of the evaluation as per Annex I (or shall approve the Records itself for procedures of Tier 1).

Article 20. Negotiated procedure without prior publication

1. The launch of a negotiated procedure without a prior Call for competition with one or more Economic Operators may be applied in the following cases:
 - a. In cases where the budget falls within Tier 1.
 - b. In cases where a tender procedure was carried out but no offer was submitted or where all submitted offers were found to be unacceptable or inappropriate for meeting the Company's need. Basic requirement is that the main terms of the Tender Documents are not substantially altered.
 - c. For Procurement available or provided exclusively by specialized Economic Operators or which for technical or artistic reasons are manufactured or sold only by a specific Economic Operator or for which the Economic Operators present a particular suitability due to the Procurements' special nature or technology.
 - d. For Procurements intended exclusively for purposes of research, experiments, pilot implementation or trial use or implementation of new technologies.
 - e. For Procurements where a change in the supply source would require the Company to obtain goods, services or works with different characteristics, which would be incompatible or non-uniform with the existing ones or would cause disproportionate difficulties in the operation of the Company.

- f. For Procurements of goods which have a stock market price or where the law excludes the conduct of a tender procedure or where their procurement is characterized classified or is related to essential State security interests.
 - g. For Procurements of goods, services or works in cases of an emergency need caused by unforeseen circumstances or in cases of emergency, during which the shortage of materials, equipment or work or (during which the) non-restoration of damage could potentially cause accidents or disasters or significant damages or a detrimental immobilization of the Company's facilities and there is no time to conduct an open or restricted tender procedure.
 - h. For Procurements of works, in cases of continuation of the works after default of the initial contractor or the dissolution of a works contract, provided this option is expressly set out in the Call.
 - i. For Procurement of goods, in cases of substitution of technical components and/or spare parts, which are already installed and/or spare parts in Company warehouses are already available, or for Procurement of services of suppliers with very good experience / plant knowledge with special equipment / tools / know how required for the dedicated job.
2. For the conduct of the procedure, the CPD shall send an Invitation to the Economic Operator/-s to submit a bid and participate in negotiations. Furthermore, Article 19 (2-6) shall apply accordingly. The Invitation may contain a provision that the Company reserves the right to not proceed with negotiations after submission of the bids.
 3. Especially in the case of this procedure, the Procurement Request, submitted by the Requesting Unit, shall include, apart from the other information included in Article 14 and Annex IV:
 - a. The justification for the choice of negotiated procedure without prior Call for competition, in accordance with paragraph 1 of this Article, as per the relevant template attached in the checklist of Annex IV.
 - b. The Economic Operators proposed to be invited in the negotiation and who are suitable to be at least three, if possible, and come from the Company's approved List of Vendors.
 4. In emergencies or special cases, the Procurement Request is issued for the purpose of confirming and paying Procurements already accepted by the interested organizational units.

Article 21. Publicity

1. Time limits for submission of a bid must be adequate in order to allow Economic Operators to submit complete and acceptable bids.

For procedures outside the scope of Directive 2014/25 and outside co-financed operations, the following minimum time limits for submitting a bid are set out:

- a. Open procedure: twenty (20) days from the date the Call for Competition is posted on the Company's website
- b. Restricted procedure: fifteen (15) days from the date the Call for competition is posted on the Company's website (first phase) and fifteen (15) days from the date of receipt of an Invitation to submit a bid (second phase).

- c. Negotiated procedure with prior call for competition: fifteen (15) days from the date the Call for competition is posted on the Company's website and five (5) days from the date of receipt of an Invitation to participate in the negotiations.
 - d. Negotiated procedure without prior call for competition: five (5) business days from receipt of the Invitation.
2. In case of a need to differentiate from the framework above, in particular in order to accelerate the procedure, the body responsible for Approval of the Procurement Request approves a deviation from the time limits set out above.
 3. The Call for Competition and any amendments thereto are posted on the Company's website. At the CPD's discretion, there may be additional publication in press of local, regional or national reach and/or on websites, taking into consideration the gradually growing use of electronic media (webpages, online platforms, etc.).
 4. The commencement of the Procurement procedure is defined as the time the Call for Competition is posted on the Company's website, and in the case of a negotiated procedure without Call for competition, as the time of dispatch of the first Invitation to tender.

Article 22. Financial offer systems

The financial part of tenders may be drawn up according to the following indicative systems or a combination thereof:

- a. Tender with uniform discount rate.
- b. Tender with separate discount rates per price groups, on the grouped prices of the price list, with or without check of price normality of the separate discount rates.
- c. Tender by filling-in price list with or without normality check.
- d. Lump sum offer.

The above are further analyzed in Annex III: Financial Offer Systems.

Article 23. Economic Operator guarantees

1. As security for the Company in all transactions' phases with Economic Operators, a guarantee is requested and submitted by Economic Operators.
2. The guarantees are issued by credit institutions or other legal entities, lawfully operating in the European Union's Member States, which have this right according to the applicable legislation.
3. The Company requests in each case from Economic Operators the following types of guarantees:
 - a. Participation Guarantee:
 - i. For a Procurement with a budget higher than that of Tier 1, a Participation Letter of Guarantee is requested, amounting to 2%-5% of the Procurement value excluding options. In case there is a provision for submission of a bid for part of the requested Procurements (lot), the letter of guarantee will be calculated as percentage of the value of the offered items (lots).
 - ii. The Participation Letters of Guarantee are held by the CPD up to the signing of a contract or the acceptance of a Purchase Order by the Economic Operator, in

which case they are returned to the non-selected Economic Operators, whereas for the Contractor they are replaced with a Performance Letter of Guarantee, before the signing of the Purchase Order or Contract, if there is such provision.

- iii. The return of the Letters of Guarantee to the participants permanently excluded from the Tender procedure shall take place either after the lapse of the time limit for submission of objections against their exclusion or after the issue of a relevant decision of rejection of objection submitted.
- b. Performance Guarantee:
- i. For a Procurement with a budget higher than that of Tier 1, before the signing of the contract, the Contractor shall submit a Performance Letter of Guarantee (Performance Bond), amounting to 5%-10% of the Procurement value excluding options, in accordance with the provisions of the contractual documents. This Letter of Guarantee is returned (gradually or in its entirety) to the Contractor in accordance with the provisions of the contract. The Letter of Guarantee in the case of Works has a minimum duration that exceeds the expiry of the warranty period by three (3) months.
 - ii. For additional security, there is the option of retaining 5% to 10% of the value of each Bill ("10% retention guarantee"). The retained amount is returned interest-free to the Contractor upon completion of the contract, unless otherwise set out in the contractual documents. This retention may be replaced by a Letter of Guarantee of an equal amount, if requested by the Contractor and approved by the Company.
- c. Advance Payment Guarantee:
- i. If there is provision for an advance payment, the Contractor shall submit an Advance Payment Letter of Guarantee (Advance Payment Bond) of an equal amount, which is reduced proportionally to the gradual performance of the Procurement.
 - ii. The Advance Payment Letter of Guarantee shall be returned after the prepaid amount is fully depreciated.
4. The minimum content of these guarantees is described in Annex II hereof, and the content of the guarantees required each time is set out in the Call.
 5. The body responsible for Approval of the Procurement Request shall approve the exact percentage of the guarantees, and, in specifically justified cases, may approve the requirement for guarantees of a percentage that deviates from the above or may approve that one or any of the above guarantees are not required from the Economic Operators / Contractors.

Article 24. Electronic communications

1. The Company offers unrestricted and full direct access free of charge to the Tender Documents from the date of publication of the Call for competition on the company website, through the Company's Procurement Platform.
2. Economic Operators communicate with the Company about matters related to specific Contractor selection procedures exclusively through the Platform, unless otherwise set out in the Tender Documents in each case.

3. Economic Operators may access the Platform using the relevant credentials provided to them during their identification and registration, which is made free of charge and requires acceptance of its terms of use. The Call for competition or the Invitation to participate shall specify the internet address where the Platform can be accessed.
4. The Company's Procurement Platform is designed to be non-discriminatory, generally available and interoperable with the Information and Communication Technology products in general use, to not restrict Economic Operators' access to the procurement procedure and to preserve the integrity of data and the confidentiality of bids and participation requests. The time when each Economic Operator submits documents, communicates or otherwise uses the Platform is automatically confirmed by the Platform with time-stamping services.
5. The Company may choose not to make use of the Platform service in specific Procurements or cases, especially in emergencies, technical incapacity, or in cases where the use of electronic means would require specialized tools, file formats etc that are not generally available or in Procurements of a special nature or low budget. In these cases, communication shall be carried out with sealed envelopes or other suitable means or with a combination of post or other suitable carrier and electronic means. Particularly in the case of a technical failure of the System on the bid due date due to a short-term force majeure event, which is ascertained by the CPD and is certified by a report from the Platform, the time during which such force majeure lasts is considered as an extension to the time limit for bid submission.

Article 25. Submission and content of tenders

1. Bids (participation requests etc.) shall be submitted to the Company by using the Procurements Platform, as more specifically set out in the Call, under the responsibility and diligence of the participants. Tenders submitted in any other way shall not be considered, unless otherwise provided for in the Tender Documents. If the Tender Documents provide for submission of a sample, this shall be submitted according to the provisions set out therein.
2. Tenders shall be submitted within the mandatory time limit set out in the Call or the Invitation. Bids submitted late shall not be accepted. Bids shall be prepared in accordance with the terms and instructions of the Call and include all the elements specified therein. Variants shall not be accepted and will be rejected, unless otherwise expressly set out by the Notice.
3. Bids submitted by Economic Operators who have not been prequalified in a restricted tender procedure or who have not been invited to negotiate without a prior Call for competition or which have been excluded from the Company's Procurement procedures, shall not be considered.
4. Bids shall be prepared in Greek or English language, as specifically set out in the Call. If deemed necessary, the CPD may request submission of foreign documents officially translated into Greek or English.
5. Where the Tender Documents makes reference to signed documents, a scanned manual signature or any type of electronic signature according to Regulation 2014/910/EU is accepted.
6. Indicatively, bids shall consist of the following envelopes / electronic files, in accordance with the provisions of the Tender Documents:

- a. Envelope A, containing:
 - i. Legalization documents/participation supporting documents/statements, and
 - ii. Technical offer (if provided for).
- b. Envelope B, containing:
 - Economic(Financial) offer.

Article 26. Opening of tenders - Evaluation stages

1. Without prejudice to the provision of art. 24 par. 5, Envelopes A and B of the bids are opened electronically via the Platform. The time and place of the opening, the possibility of Bidders' attendance and whether Envelopes A and B will be opened in one or two stages, are specified in the Call.
2. After the Envelopes are opened, classified access is provided to the bid Envelopes to the competent bodies for approval of the evaluation as per Annex I and to the CPD, only for the needs of the tender process. Upon receipt of the bids, care shall be taken for the appropriate recording and storage/keeping of the relevant electronic files and a record shall be kept of the correspondence with the Economic Operators.
3. Access to the related files is controlled, with the purpose of assuring integrity of the procedure, confidentiality and protection of personal data.
4. The CPD shall review and evaluate, in each evaluation phase, the integrity, completeness, validity and correctness of the content of the bid Envelopes, on the basis of the criteria set out in the Tender Documents.

Should clarifications and/or supplementary information be required in respect of the bid Envelopes, a relevant request shall be addressed to the Bidders via the CPD. Information submitted by a Bidder after the bid due date, without a prior request by the Company, shall not be taken into consideration. Particularly in cases of abnormally low offers, a detailed justification shall be requested, and the Company has the right to reject the bid if the justification submitted is deemed inadequate.

5. In case there is provision for a two-stage opening, this applies only to bidders deemed acceptable during the previous stage, according to the provisions of the Notice. Two-stage opening applies in particular if the award criterion is the most economically advantageous offer with the best price-quality ratio or in case of some other criterion where the technical offer evaluation contributes in selecting the successful candidate.
6. In case there is provision for a single stage opening, the evaluation of the content of Envelopes B (Financial Offer) may precede and the application of the qualitative selection criteria and the absence of the grounds for exclusion may be checked only for the lowest bidder; furthermore, the technical offer only of the lowest bidder may be evaluated. In case that the technical offer or the participation of the lowest bidder is deemed unacceptable, the procedure is repeated with the next lowest bidder, etc., and the relevant Records are drawn up.
7. In case the evaluation includes technical proposal evaluation or assessment of technical elements (eg technical experience), such evaluation is carried out by the Requesting Division (or by the Requesting Department for procedures of Tier 1).
8. The CPD, after each opening stage and after it concludes the evaluation of the Envelopes, shall draw up Records of the results and submit it to the competent body for approval of the

evaluation, as per Annex I of the present part of the Procurement Procedures (or shall approve them itself for procedures in Tier 1). After the conclusion of each stage of the procedure, the CPD notifies the bidders whose envelopes were opened in the current stage about the results of the evaluation. The opening of Envelopes of the next stage (if applicable) takes place within a reasonable time after the aforementioned notification of the results, and in any case not before the lapse of five (5) days after interested parties are notified of the rejection of their bids. In the case where the Records include an evaluation of financial offers, it must conclude with a proposal for the award or not of the Tender, in accordance with Article 30.

9. If a provisional Contractor is selected by such Records, the CPD shall inform such contractor about the Company's intention to award the contract in accordance with the terms of the Tender Documents and its bid, requesting such contractor's unreserved and timely acceptance. The above letter of intent shall be signed by the Director of the CPD and is not a contract.
10. In the case where the bid contains a Statement/ESPD form, with the letter of intent the provisional Contractor is also requested to submit in a timely manner the relevant evidence.
11. The evaluation of the aforementioned evidence and its acceptance is carried out by competent body for approval of the evaluation with the support of the CPD.
12. In the case of failure to submit evidence or of unacceptable evidence, the Participation Letter of Guarantee of the provisional Contractor shall be forfeited and award shall be made to the next in line Economic Operator, following proposal of the competent body for approval of the evaluation to the competent body for award.
13. In case of bids in foreign currency, the European Central Bank reference exchange rates on the date of submission of the bids shall be taken into consideration for the conversion.
14. In case of an equivalence of bids, the Contractor shall be selected by draw among the Economic Operators who submitted equivalent bids, or otherwise the scope of the tender procedure shall be allocated between the Economic Operators.
15. In any event, the Company reserves the right to allocate the scope of the Procurement to more than one Economic Operators, if required for special reasons, e.g. if this serves the Company's general interests or indications emerge that conditions are being created in the market in favor of an oligopoly or monopoly.

Article 27. Qualitative Selection Criteria and Grounds for Exclusion - Economic Operator Declaration Form

1. The Company shall apply objective rules and criteria for the exclusion and selection of Tenderers in the Procurement procedures, which are specified in each case in the Tender Documents.
2. With regard to the exclusion grounds of the Economic Operators (negative criterion), the Company may make use of one or more of the grounds for exclusion in Directive 2014/24, i.e. non-fulfilment of tax and social insurance obligations, criminal conviction for specific crimes, launch of conciliation proceedings, etc.
3. As regards the qualitative selection of economic operators (positive criterion), the following may be required as appropriate and indicatively:
 - a. Professional rights / suitability (e.g. registration in professional registry, license).
 - b. Economic and financial standing (e.g. turnover, credit rating).

- c. Technical and professional capacity and experience (e.g. list of related works).
 - d. Quality Management Systems, Environmental certificates, etc.
 - e. Recommendations.
4. To determine absence of the grounds of exclusion and fulfilment of the qualitative selection criteria, the Company may use a Statement or the European Single Procurement Document (ESPD) form in the cases where Directive 2014/25/EU is adopted, with the purpose of expediting the Contractor's selection process. The Statement / ESPD form replaces the means of evidence, documents and certificates issued by public authorities or third parties and constitutes preliminary evidence in the bid evaluation phase that the Economic Operator meets the conditions of paragraph 1 of this Article.
 5. Submission of the supporting documents, which is replaced by the declaration through the Statement / ESPD form, is a requirement for the award of the contract to the Economic Operator and is requested from the provisional Contractor during the award phase. The Company may ask tenderers at any time to submit all or certain supporting documents, when required for the proper conduct of the procedure.
 6. The power and validity of the submitted supporting certificates, declarations, documents, etc., is examined at the time they are requested in each case according to the Tender Documents. If during the award procedure a change occurs in the circumstances of the Economic Operator, which affects its right of participation in the procedure, the Economic Operator is required to notify the Company without delay, and in any case up to the award phase, otherwise the Company shall be entitled to ask for the forfeiture of its Participation Guarantee.
 7. To satisfy the requirements regarding the economic and financial standing or its technical and professional capacity, the Economic Operator may rely on the capacities of other entities, insofar as it proves to the Company that it will have these resources available during the contract performance period, for example by delivering a commitment by those entities to that effect.

Article 28. Specifications

1. The tender Documents may provide for technical specifications, which shall lay down the characteristics required for works, service or goods. Those characteristics may also refer to the specific process or method of production or provision of the requested works, goods or services or to a specific process for another stage of their life cycle.
2. The technical specifications laid down shall:
 - a. Be relevant to the scope of the Procurement and be proportionate to its value and its objectives, in order not to create unjustified requirements.
 - b. Not create unjustified obstacles to the participation of Economic Operators in the Procurement procedure.
 - c. Be expressed with accuracy and clarity in the Notice.
3. Without prejudice to mandatory national technical regulations, to the extent that they are compatible with Union law, the technical specifications may be formulated in one of the following ways or a combination thereof:
 - a. In terms of performance or functional requirements, including environmental characteristics, provided that the parameters are sufficiently precise to allow tenderers

to determine the scope of the contract and to allow the Company to compare and evaluate offers;

- b. By reference to technical specifications and, in order of precedence, to national standards transposing European standards, European Technical Assessments, common technical specifications, international standards, other technical reference systems established by the European standardization bodies or — when none of those exist — national standards, national technical approvals or national technical specifications relating to the design, calculation and execution of the works and use of the goods; each reference shall be accompanied by the words 'or equivalent'.

Article 29. Contract award criteria

1. The criteria on the basis of which the contracts are awarded are set out in the Tender Documents and are, as the case may be:

- a. The most economically advantageous offer based on price:

Acceptable bids are ranked exclusively on the basis of the lowest offered price.

In the specific case where scoring of the technical offer is provided for, such scoring is not taken into consideration for the final evaluation of the bids and the award, but only leads to the acceptance or not of the technical offer.

- b. The most economically advantageous offer based on the best price-quality ratio.

The evaluation is based on the joint calculation of technical and financial data with corresponding weight factors. These data may include criteria indicatively referring to:

- i. The quality, including technical merit, time of delivery, aesthetic and functional characteristics, accessibility, design for all users, social, environmental and innovative characteristics.
- ii. The organization, qualification and experience of the team assigned to perform the Procurement, where the quality of the staff assigned can have a significant impact on the level of performance of the contract.
- iii. The technical support and after-sales service, the cost of use.

2. The criteria shall be relevant to the scope of the Contract, namely to the characteristics of the goods, works, services to be provided, without being specialized so as to impede, restrict or distort competition.

For each criterion, a weight factor is set in the Tender Documents.

The determination of the criteria, the method for their scoring and each one's weight, is laid down so as to allow verification of the information provided by the Economic Operators that substantiate satisfaction of the criteria in an objective and effective manner .

Article 30. Award - Completion of Procedure

1. The selection procedure is completed with a decision of the competent body for approval of the award provided for in Annex I of the present part of the Procurement Procedures, either with the selection of a Contractor or with the procedure's cancellation on the grounds set out below.
2. In case of completion of a procedure with the selection of a provisional Contractor, the CPD:

- a. Shall inform the other Economic Operators, except for the provisional Contractor, about the completion of the procedure.
 - b. Subsequently, and in any case not before the lapse of five (5) days after the announcement of the results to the other Economic Operators according to the above, shall inform the preferred Economic Operator (provisional Contractor) about the results of the evaluation and the Company's intention to select this Economic Operator as Contractor. The CPD shall indicate to the latter any requirements arising from the Tender Documents with regard to the submission of supporting documents as a condition for selecting this Economic Operator as Contractor.
3. In an open or restricted procedure, the competent body for the award may decide to negotiate with the provisional Contractor, according to the provision of the Tender Documents, provided that the Company's interest requires it, and in any case not beyond a reasonable period from the date on which the contract should have been signed.

The negotiation is carried out by the CPD on the basis of the technical and financial offer, with the purpose of improving its terms, and in any case while ensuring strict compliance with the material aspects of the scope of the Procurement and the tender's minimum requirements.

If, for any reason, the contract with the Provisional Contractor is not signed, negotiations may then be carried out with the other tenderers, in their ranking order, and only with the appointed Provisional Contractor in each case.

4. The CPD may propose the cancellation of the tender procedure (or part thereof, if the Procurement has been divided into lots) to the competent body for the award, if there is significant reason to do so, such as in one of the following cases:
- a. The outcome of the tender procedure is unsatisfactory.
 - b. There is no acceptable tender.
 - c. Competition was inadequate or there are serious indications that there was collusion between Economic Operators with the aim of reducing competition.
 - d. The Company's needs changed or other exceptional reasons relating to the Company emerged.
5. Each proposal for cancellation of a Procurement procedure, according to the above, will be documented and accompanied by a proposal for the next relevant actions as follows (indicative numbering):
- a. Repetition of tender procedure, with amendment or not of the terms and technical specifications.
 - b. A negotiated procedure without prior publication, with one or more Economic Operators, for the entire scope or part thereof.
 - c. Permanent cancellation of the tender procedure.

Under no circumstance is there an obligation for payment by the Company to the competing Economic Operators of any compensation for expenses or other direct or indirect damages which they may have sustained from their participation in the Tender procedure.

6. In the event of unsuccessful completion of the procedure, the CPD shall inform all Economic Operators about the reason the procedure was terminated.
7. In any event, the CPD shall inform and take the necessary steps to replace or release the Participation Letters of Guarantee of the Economic Operators.

Article 31. Objections

1. Any party having an interest in being awarded the specific contract may, within a five (5) day limit after becoming aware in any manner of an illegal act or omission, file an objection with the Company.
2. The body of the above Tier of the one that made the decision contested by the objection shall decide on the objection, except for the cases where a decision of the BoD was contested, where objections are evaluated by the same, following a proposal in each case by the CPD.
3. The competent body shall decide on the objection within fifteen (15) days from its receipt. After lapse of the above fifteen (15) day period with no action taken, implicit rejection of the objection shall be presumed.
4. Submission of objections does not entail mandatory suspension of the Tender Procedure.

Article 32. Conclusion of Contract

1. The Procurement award procedure is completed when the provisional Contractor is notified of the award, based on the decision of the body responsible for the award of the Procurement. The award is signed by the body responsible in each case for the award, according to Annex I of the present Part of the Procurement Procedures.
2. Depending on the Procurement value, as defined in the relevant provisions of the present, if not otherwise approved during approval of the Request, a Purchase Order shall be signed for an expenditure amount within Tier 1 and a Contract for a higher amount, in accordance with Annex I. The Purchase Order must include at least the information laid down in Annex II.
3. The CPD shall carry out the procedure for drawing up and signing the Contract/Purchase Order, preferably based on Standardized Contract Documents approved for each Contract category by decision of the CEO. If a Standardized Contract is not used, the contract terms and conditions shall be approved by the body responsible for the award, in accordance with Annex I, without prejudice to the provisions of Article 39 par. 4 of the present on applicable law / jurisdiction / arbitration, following legal review by the Legal Division.

CHAPTER IV. SPECIAL SYSTEMS FOR SELECTION OF ECONOMIC OPERATORS

Article 33. Framework Agreements

1. The Company may conclude Framework Agreements, under the meaning of this article, by applying the provisions of the present Procedures.

A Framework Agreement is the agreement concluded between the Company and one or more Economic Operators, the purpose of which is to establish the terms governing contracts to be awarded during a given period, in particular with regard to price, and which incorporates in advance some or all the terms on the basis of which the future contracts to be concluded throughout the duration of the Framework Agreement will be performed (executing contracts).

Economic Operators bound by the Framework Agreement are not required to provide the items within its scope, unless and until the Company requests the conclusion of a specific Executing Contract.

2. The choice to execute a Procurement through a Framework Agreement shall be approved by the Procurement Plan and/or the Procurement Request, taking into consideration especially the market conditions, technical and financial data, the consultation with Economic Operators and the results of the previous respective contracts, and is mainly suitable for the supply of goods, provision of services and execution of works that meet permanent recurring needs, in particular if their precise quantity is not known in advance and they are not expected to substantially change in the years covered by the Framework Agreement.

The above approval shall also cover whether the Framework Agreement is to be concluded with one or more Economic Operators, as well as the duration of the Framework Agreement, which cannot exceed eight (8) years, with the exception of duly justified cases.

3. To calculate the estimated value of the Framework Agreement, the maximum value of all Contracts planned to be awarded during the full duration of the Framework Agreement is taken into consideration.
4. If a procedure with publicity is selected for the award of a Framework Agreement, this shall cover both the award of the Framework Agreement and the subsequent award of its Executing Contracts.

The number of the parties, the duration, scope, criteria, exclusion grounds and procedure for the award of the Executing Contracts are already set out in the Tender Documents of the Framework Agreement, as are the main terms and conditions of the Executing Contracts and the price setting mechanism.

Executing Contracts shall be awarded before the expiry of the term of the Framework Agreement, and the duration of the separate Contracts is not required to coincide with the duration of the Framework Agreement, but can, as appropriate, be shorter or longer.

5. Contracts based on a Framework Agreement (Executing Contracts) shall be awarded on the basis of objective rules and criteria, which may include launching a competitive procedure (mini call-off) among those Economic Operators/parties to the Framework Agreement, as follows:
 - a. If the Framework Agreement is concluded with a sole Economic Operator and the terms of the Executing Contracts are already laid down in the Framework Agreement, the Executing Contracts shall take the form of Purchase Orders executed exclusively based on the provisions of the Framework Agreement.
 - b. If the Framework Agreement is concluded with a sole Economic Operator and the terms of the Executing Contracts are not fully laid down in the Framework Agreement, the Company shall negotiate with the other party in writing as regards the specific content of its offer for each Executing Contract (e.g. determination of specific delivery time frame, more specific pricing terms, additional guarantees, more specific services linked to the scope of the contract, etc.), in the framework by which the parties are bound by the Framework Agreement. In any event, the parties may not make substantial changes to the terms of the Framework Agreement.
 - c. If the Framework Agreement is concluded with more than one Economic Operators and the award of the Executing Contracts does not include the launch of a competitive procedure among them, the Executing Contracts shall take the form of Purchase

Orders executed based on the provisions of the Framework Agreement. An award without the launch of a competitive procedure may be made indicatively with the division of the Procurement in advance or with the award of the Executing Contracts by rotation.

- d. If the Framework Agreement is concluded with more than one Economic Operators and the award of the Executing Contracts includes the launch of a competitive procedure among them (mini call-off), the Company shall set an adequate time limit for submission of bids for each specific contract and award the Executing Contract to the tenderer who submitted the best offer, on the basis of the award criteria of the Executing Contract laid down in the documents of the Framework Agreement.

In any event, the method for the selection of the Economic Operator must be precisely described in the Framework Agreement and ensure compliance with the principles of transparency and equal treatment of the Economic Operators involved.

Article 34. List of Pre-Qualified Economic Operators

1. The SCD keeps Lists of Pre-Qualified Economic Operators for specific categories of Works, Services and Goods.
2. By a decision of the Chief Executive Officer of the Company, which is taken following a joint proposal of the Supply Chain Division and the Requesting Division, the categories of Works, Services and Goods that will be the subject of a List, the criteria for registration of the interested Economic Operators in each List category and the corresponding evidence are laid down. The same decision shall establish the conditions for maintaining/renewing the registration and the grounds for exclusion of the Economic Operators from the List or the removal of those already registered.
3. The registration criteria of the decision of the previous paragraph may pertain to the suitability for the exercise of a professional activity, the economic and financial standing and the technical and professional capacity of the Economic Operator (indicatively prior experience, professional qualifications, certifications, staffing, scientific personnel, equipment, etc.). Registration in the List is made provided that there are no grounds for exclusion provided for in the decision of the previous paragraph, which may include the grounds for exclusion of Article 80 of Directive 2014/25/EU.
4. The decision of paragraph 2 is posted on the Company's website and includes an invitation to the interested parties to submit an application for registration on the List. The invitation shall expressly provide that those registered in each List category, must inform the Company of any change to their status relating to the registration criteria and the grounds for exclusion and keep the relevant support documents up to date.
5. In order to register on the List, the interested Economic Operators must submit an application, which shall state the specific category for which they wish to register. Each Economic Operator may submit an application for registration on the List, either independently, or as a joint venture or partnership. The application shall be accompanied by the required supporting documents in each case proving that the registration criteria have been met and that there are no grounds for exclusion. In the cases where the registration application is submitted by a partnership or joint venture, it must include: (a) the participation percentage of each Economic Operator and (b) the common representative of

the partnership or joint venture, and the grounds for exclusion will be examined for all members.

6. Registration, renewal, removal and advancement in the Company's List, as well as the resolution of any differences shall be effected by a decision of the Company's Chief Executive Officer following joint proposal of bodies under par. 2.
7. The List is reviewed every six months according to the above, and applies until its next revision. More specifically, as regards the first implementation of the List, it will be prepared within two months from the date the decision of paragraph 2 of this Article is issued.
8. Each List, after being drawn up, shall be posted on the Company's website with classified access.

Article 35. Dynamic purchasing systems

1. The Company may use a dynamic purchasing system for common use purchases, whose generally available characteristics on the market meet the Company's needs, in accordance with the terms of this article.
2. The dynamic purchasing system shall operate completely as an electronic process and shall be open throughout the period of validity of the purchasing system to any Economic Operator that satisfies the selection criteria. The system may be divided into categories of goods, works or services that are objectively defined on the basis of characteristics of the Procurement to be awarded under the category concerned.
3. The Company shall provide, throughout the time the dynamic purchasing system is in effect, the option to any Economic Operator to request to participate in the system, until the Invitation to tender is sent for the first specific procurement under the dynamic purchasing system. All candidates who satisfy the selection criteria, as described below, shall be admitted to the system.
4. The choice to execute a Procurement through a dynamic purchasing system shall be approved through the Procurement Plan and/or the Procurement Request.
5. For a Procurement based on a dynamic purchasing system, the Company shall follow the restricted procedure rules, with the following differences:
 - a. The minimum time limit for receipt of requests to participate shall be at least 10 days from the date on which the Call for competition is sent.
 - b. The minimum time limit for receipt of bids of the qualified participants shall be at least 5 days from the date on which the Invitation to tender is sent.
 - c. The Call for competition shall make clear that a dynamic purchasing system is involved, shall expressly refer to its period of validity and include all the necessary information regarding its operation and the participation of Economic Operators in it.
 - d. For as long as the system is in effect, Economic Operators are granted free, direct and full access to the Procurement Documents.
 - e. When according to the Call for competition the system is divided into categories of goods, works or services, the applicable qualitative selection criteria for each category shall be specified.
 - f. The Company, through its competent bodies, shall invite all participants admitted to the dynamic purchasing system to submit a bid for each specific Procurement and shall

award the contract to the tenderer that submitted the best offer on the basis of the award criteria set out in the Tender Documents. Where appropriate these may be formulated more precisely in the Invitation to tender.

Article 36. Electronic auctions

1. The Company may conduct electronic auctions in which new prices and/or new values concerning certain elements of bids are presented, according to the provisions of this Article.
2. An electronic auction is the repetitive electronic process, which is effected after an initial full evaluation of the bids on the basis of the specific award criteria, and enables them to be ranked using automatic evaluation methods of the new prices/values.
3. The use of electronic auctions is approved by the Procurement Plan and/or the Procurement Request and is appropriate in particular for those cases where the content of the Procurement Documents and in particular its technical specifications may be precisely formulated.
4. On the same conditions, electronic auctions may be used during the competitive procedure between the parties to the framework agreement, as well as under the dynamic purchasing system.
5. The electronic auction shall be based on one of the following elements of the bids:
 - a. Solely on prices, in case the contract is awarded solely on the basis of price.
 - b. On prices and/or values of the elements of the bids defined in the Procurement Documents, in case the contract is awarded on the basis of the best price-quality ratio.
6. Should the Company decide to hold an electronic auction, this shall be stated in each case in the Call for competition or the Invitation to negotiate.

In addition, the following shall be mentioned:

- a. The elements whose values will be the subject of electronic auction (such elements are quantifiable and can be expressed in figures or percentages).
 - b. The formula that will determine the final ranking of the bids (in cases of weighted variables).
 - c. Any limits on the values which may be submitted, as they result from the specifications relating to the scope of the contract.
 - d. The information which will be made available to tenderers in the course of the electronic auction and, where appropriate, when it will be made available to them.
 - e. The relevant information relating to the conduct of the electronic auction, the terms on which tenderers may submit their offers, the relevant information concerning the electronic equipment used and the arrangements and technical specifications for connection.
7. All tenderers that have submitted acceptable bids shall be invited simultaneously to participate in the electronic auction using, as of the specified date and time, connection credentials in accordance with the instructions set out in the Invitation. The Invitation shall be accompanied by the outcome of the evaluation of the relevant bids as regards its ranking.

8. The electronic auction may take place in a number of successive phases. Throughout each phase of an electronic auction the Company shall instantaneously communicate to all participating tenderers sufficient information to enable them at least to ascertain their relative rankings. It may also communicate other information concerning other prices or values submitted, provided that it is stated in the Call for competition or the Invitation to negotiate, such as for example the number of participants in each phase of the auction. However, under no circumstances may it disclose the identities of the tenderers during any phase of an electronic auction.
9. An electronic auction is completed on the basis of the provisions of the relevant Procurement procedure.
 - a. At the previously indicated date and time;
 - b. When no more new prices or new values are received, provided that it has previously stated the time which it will allow to elapse after receiving the last submission, before it closes the electronic auction.
 - c. When the previously indicated number of phases in the auction have been completed and the stated time has elapsed.
10. After closing an electronic action, the award of the contract shall follow according to Article 30 (Award - Completion of Procedure).

Article 37. Electronic catalogues

1. Throughout the Procurement procedure, the Company may require bids to be presented in the format of an electronic catalogue or to include an electronic catalogue. In such case, electronic catalogues shall be established by the tenderers in accordance with the technical specifications and the format established by the Company.
2. For a Procurement using an electronic catalogue, the Company must state this in the Call for competition or Invitation to negotiate, and indicate all the necessary information, technical settings and specifications for its use.
3. Especially in the case of a framework agreement with one or more Economic Operators with submission of a bid in the format of an electronic catalogue, the Company may lay down in the Call for competition for the framework agreement that the procedure for the award of the executing contracts will take place on the basis of updated catalogues, according to the more specific provisions of the Tender Documents.

Article 38. Joint procurement

The Company may contract with another entity/other entities, in order to execute certain Procurements jointly, according to terms and conditions set out in the contract concluded between them to this effect.

Article 39. Powers of the Management

1. The CEO, in case of Procurements up to and including the amount of the 3rd Tier, may intervene in any phase of the Procurement procedure and to decide the repetition of the procedure or the cancellation of the Procurement or to choose a different procedure from

the one determined herein. The CEO may exercise the same powers for Procurements of the 4th Tier following relevant decision of the Board of Directors, otherwise the respective power is exercised by the Board of Directors.

2. In special cases, the CEO may approve Procurements up to and including the amount of the 3rd Tier, through concise procedures by way of derogation from the provisions herein, so that the procedures are simplified and expedited.
3. The CEO may amend by his Decision the provisions that refer to the approving bodies, especially in cases of corporate transformations in the organizational structure of the Company, and in cases of urgent need, he may bring amendments by his Decision to its provisions for a specific period of time, according with the powers delegated by the Board of Directors if that is required for the fulfilment of the purposes of the Company, as they are specified from time to time by the law and the Articles of Association.
4. The CEO may approve a contractual term that provides for application of foreign law and/or foreign jurisdiction, following justified proposal of the Requesting Unit irrespective of the value of Procurement.

Article 40. Effective Date / Revision / Transitional provisions

1. The present Procurement Procedures enter into effect on
2. The following Annexes I (A and B), II (A, B and C), III and IV are appended and form integral part of the First Part of the present Procurement Procedures.
3. After the First Part enters into effect, articles 1-20 of the 2016 Regulation for the award and performance of Supplies and articles 1- 20 of the 2016 Regulation for the award and performance of Works are abolished.
4. The provisions of the present First Part are applied in procedures that are initiated as per article 14 after its entering into effect. Procedures that are initiated before its entering into effect are continued and concluded under the Regulation that was in force at the time of initiation of the procedures.
5. Until the issuance of the Second Part of the Procurement Procedures, dealing with Performance, performance of the contracts that are awarded according to the present Procedures are ruled by the provisions of articles 21 to 45 of the 2016 Regulation for the award and performance of Supplies and articles 21 to 44 of the 2016 Regulation for the award and performance of Works, as the case may be.
6. The entire Procurement Procedures are approved by virtue of Decision of the CEO. Without prejudice to specific provisions in the present, revision / amendment of the First Part is approved by virtue of Decision of the CEO, according with the powers delegated by the Board of Directors.
7. The Standardized Contract Documents, pursuant to the present Procedures, are approved and amended by Decision of the CEO following legal review by the Legal Division.

Annexes

- ANNEX I: A. Approval Bodies for Award of Goods and Services Contracts
 B. Approval Bodies for Award of Works Contracts
- ANNEX II: A. Indicative Content of Call for Competition in Open Tender
 B. Indicative Content of Call for Competition in Restricted Tender
 C. Minimum Content of Letters of Guarantee
 D. Minimum Content of Letters of Guarantee
- ANNEX III: Financial Offer Systems
- ANNEX IV: Purchase Request Checklist and Template for Negotiated Procedure
 without Prior Publication

Annex I: Approval Bodies for Award of Contracts

ANNEX I - A: Approval Bodies for Award of Goods and Services Contracts

PROCUREMENT TIER	AMOUNTS IN €	REQUEST	EVALUATION	TECHNICAL EVALUATION	AWARD/CANCELLATION
1	501 - 20.000	Manager of Requesting Department (*)	Manager of Competent Procurement Department	Manager of Requesting Department	Manager of Competent Procurement Department (*)
2	20.001 - 200.000	Division Director of Requesting Department (**)	Division Director of Competent Procurement Department	Division Director of Requesting Department	Division Director of Competent Procurement Department (**)
3	200.001 - 5.000.000	CEO	Division Director of Competent Procurement Department	Division Director of Requesting Department	CEO
4	5.000.001 and above	B.o.D.	Division Director of Competent Procurement Department	Division Director of Requesting Department	B.o.D.

Notes:

- 1) (*) Where the above persons are identical, the Budgeting Department Manager is authorized for the approval of financial offers' evaluation and award/cancellation
- 2) (**) Where the above persons are identical, CFO is authorized for the approval of financial offers' evaluation and award/cancellation
- 3) In case of award in accordance with the negotiation procedure without prior publication and/or awards outside of budget and/or outside of Procurement Planning the APPROVAL FOR TIERS 1 AND 2 shall be given in each case by the body which is competent for approval for the next tier.
- 4) The contract is signed by the body having responsibility for the award or by the CEO in tiers 3 and 4

ANNEX I - B: Approval Bodies for Award of Works Contracts

PROCUREMENT TIER	AMOUNTS IN €	REQUEST	EVALUATION	TECHNICAL EVALUATION	AWARD/CANCELLATION
1	1 - 30.000	Manager of Requesting Department	Manager of Competent Procurement Department	Manager of Requesting Department	Manager of Competent Procurement Department
2	30.001 - 300.000	Division Director of Requesting Department	Division Director of Competent Procurement Department	Division Director of Requesting Department	Division Director of Competent Procurement Department
3	300.001 - 5.000.000	CEO	Division Director of Competent Procurement Department	Division Director of Requesting Department	CEO
4	5.000.001 and above	B.o.D.	Division Director of Competent Procurement Department	Division Director of Requesting Department	B.o.D.

Notes:

- 1) In case of award in accordance with the negotiation procedure without prior publication and/or awards outside of budget and/or outside of Procurement Planning, the APPROVAL FOR TIERS 1 AND 2 shall be given in each case by the body which is competent for approval for the next tier.
- 2) The contract is signed by the body having responsibility for the award or by the CEO in tiers 3 and 4

Annex II: Content of Calls, Guarantees and Orders

A. Indicative Content of Call for Competition in Open Tender

1. Legal name of COMPANY.
2. Number and Title of Call for Competition.
3. Budget
4. Duration of contract
5. Contract's CPV
6. Final date for receipt of bids
7. Information for the electronic conduct of the tender
8. Any other relevant information

B. Indicative Content of Call for Competition in Restricted Tender

1. Legal name of COMPANY.
2. Number and Title of Call for Competition.
3. Budget
4. Duration of contract
5. Contract's CPV
6. Final date for receipt of participation requests
7. Information for the electronic conduct of the tender
8. Any other relevant information

C. Minimum Content of Letters of Guarantee

A letter of guarantee must include in principle:

- a. The date of issue.
- b. The issuer.
- c. The details of the Company to which it is addressed.
- d. The number of the letter of guarantee.
- e. The amount which the guarantee covers.
- f. The full name and address of the economic operator in whose favor the guarantee is issued.
- g. Duration of validity
- h. The following terms:
 1. The guarantee is provided irrevocably and unreservedly, and that the issuer waives the benefit of objection and division.
 2. The amount is held available for the party to whom the letter of guarantee is addressed and will be paid in full or in part within three (3) work days after a simple written notice.
 3. In case of forfeiture of the guarantee, the forfeiture amount is subject to a fixed tax stamp fee.

D. Minimum Content of Order

An Order must include at least the following:

- a. The full name of the Contractor and its address.
- b. The number of the Order.
- c. The date of the Order.
- d. The payment terms.
- e. The full address of the delivery location.
- f. The address to which the invoice is sent.
- g. The quantity, measurement unit, number of material (if applicable), and the full specification.
- h. The merchandise code number, in case of materials or Warehouse supplies.
- i. The price, which shall clearly state whether it includes taxes (which ones), tax stamp, etc., as well as who bears them, discount (if any), terms of delivery of the material and delivery period.
- j. Fixed price or price adjustment formula.
- k. Any special terms, e.g. expediting terms, guarantees, inspection needs, etc.
- l. The fact that the Order is governed by and will be implemented in accordance with the Company's applicable Procurement Procedures.
- m. The reference details and date of the Contractor's tender.
- n. Any other information which must be noted by the Contractor on the accompanying documents of the materials, such as invoices, bills of lading, etc., which will facilitate the relevant acceptance procedures.

Annex III: Financial Offer Systems

The Procurement Documents must refer to the subject which the tender will cover, the budget and the method for preparing the financial offer. In case of a work contract, its scope may include the preparation of a design and/or supply of materials.

The Procurement Documents will entitle the Company to request a detailed justification of the prices based on which a tender will be ultimately evaluated, and the right to reject a bid if it is found to include unacceptably high discounts or low prices.

Below are listed examples of various financial offer systems.

- a. Financial offer with single discount rate.

Tenderers shall offer a single discount rate on the prices of the price list of the Procurement Documents.

- b. Financial offer with separate discount rates per price groups, on the grouped prices of the price list of the Procurement Documents, with or without check of price normality of the separate discount rates.

Tenderers shall offer separate discount rates for each price group of the price list, expressed in integral percentiles.

If there is provision for a normality check, the separate discount rates must have a normal relationship with each other. To check normality, the total tender budget amount shall be calculated for each bid, formulated after deducting from each price group the discount offered. By comparing the budget that emerges with the initial budget of the Department, without taking into consideration the contingencies fund, the average discount rate ($E\mu$) will be deducted. An offer is normal where no separate discount rate (E_i) is lower or higher than $+ 10\%$ of the $E\mu$. These limits, as well as anything other related to them (rejection in case of their excess, etc.) must be mentioned in the Notice.

- c. Offer by filling-in price list with or without normality check.

Tenderers shall offer prices, by filling in the empty Price lists of the Procurement Documents, with the prices offered by them, in accordance with the provisions of such Documents.

If there is provision for a normality check, the offered separate unit prices of the Price List must have a normal increase/decrease relationship with the corresponding prices of the Price List of the service. To check the normality of each offer, the average presumed discount rate ($E\mu$) shall be calculated, with comparison of the tender budget with the original budget of the Service, without taking into consideration the contingencies fund. A offer is regular, when no offered price (T_i) is lower or higher than $+ 10\%$ of the $E\mu$. These limits, as well as anything other related to them (rejection in case of their excess, etc.) must be mentioned in the Procurement Documents.

- f. Offer with lump sum.

The Tenderers shall offer a lump-sum price for the execution of the contract in full or for parts thereof, by filling in a relevant price list, according to the provisions of the Procurement Documents.

Annex IV

Purchase Request Checklist

and

Template for Negotiated Procedure without prior publication

CHECKLIST FOR THE COMPILATION/VERIFICATION OF THE PURCHASE REQUEST			
MINIMUM INFORMATION TO BE INCLUDED IN THE PURCHASE REQUISITION ON SAP	SUBMITTED	NOT APPLICABLE	Attachment
Type of contract (supply of goods, services or works)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
CPV (Common Procurement Vocabulary)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Included in the respective approved budget (Yes/No/Yes with deviations)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	• (*)
Included in the respective approved Procurement Plan (Yes/No/Yes with deviations)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	• (*)
Material group / WBS No / SAP code No	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Contract Manager	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Budget	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Option on budget (%)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Total budget including option	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Proposed Title of the Procurement	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Object of the contract (scope of services/works/supply), technical and/or management specifications / functional requirements / work characteristics, index of technical volume contents	<input type="checkbox"/>	<input checked="" type="checkbox"/>	•
Budget estimation analysis	<input type="checkbox"/>	<input checked="" type="checkbox"/>	•
Quantity	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Unit of measure	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Contract commencement date [to be filled only in case of a) a PR not included in the Budget, and b) the expected commencement date differs than the one approved in the Proc.Plan.]	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Delivery date	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Contract duration/ Time schedule	<input type="checkbox"/>	<input type="checkbox"/>	•
Option on time	<input type="checkbox"/>	<input type="checkbox"/>	
Delivery place	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Proposed procedure (Open Tender, Restricted Tender, Negotiation with prior publication, Negotiation without prior publication etc.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	• (**)
Proposed direct award (negotiated procedure with one Economic Operator)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	• (**)
Proposal on the application of any special selection system (Framework agreements, electronic catalogues, electronic auctions etc.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Proposal on subject to rejection criteria, Technical evaluation criteria, Content of technical offer	<input type="checkbox"/>	<input type="checkbox"/>	•
Proposal on the award criteria	<input type="checkbox"/>	<input checked="" type="checkbox"/>	• (***)
Proposal for required guarantees	<input type="checkbox"/>	<input type="checkbox"/>	•
Proposal for required penalties	<input type="checkbox"/>	<input type="checkbox"/>	•
Included in a co-financed program	<input type="checkbox"/>	<input checked="" type="checkbox"/>	•
Price and Payment schedule	<input type="checkbox"/>	<input checked="" type="checkbox"/>	•
Reference in previous PR	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Contract to be treated as confidential	<input type="checkbox"/>	<input type="checkbox"/>	•
Any other information Requesting Dpt considers necessary	<input type="checkbox"/>	<input type="checkbox"/>	•

(*) In case the answer is NO or of any deviation, need for justification

(**) In case of proposal of procedure without publication, need for motivation and proposed Vendors, including full details i.e. Name of the Entity, VAT, communication data, tel., e-mail etc. as per **the attached template**.

(***) In case of application of the most economically advantageous offer based on the best price-quality ratio, formula to be specified

**TEMPLATE FOR
NEGOTIATED PROCEDURE WITHOUT PRIOR PUBLICATION**

Reference Number:	<input type="text"/>		
Vendor Name (s):	<input type="text"/>	(SAP)	<input type="text"/>
	<input type="text"/>		<input type="text"/>
	<input type="text"/>		<input type="text"/>
Material Group:	<input type="text"/>	(SAP)	<input type="text"/>
Contract Manager:	<input type="text"/>		<input type="text"/>

Insert only one X indicating the reason of calling "negotiated procedure without prior publication"

1. Low budget

- a. budget falls within Tier 1

2. Unsatisfactory tender

- a. no offer submitted
 b. all submitted offers where found unacceptable/not appropriate

3. Exclusive vendor

- a. for Procurements available or provided exclusively by specialized Economic Operators or which for technical or artistic reasons are manufactured or sold only by a specific Economic Operator or for which the Economic Operators present a particular suitability due to the Procurements' special nature or technology
- b. for Procurements intended exclusively for purposes of research, experiments, pilot implementation or trial use or implementation of new technologies
- c. with exclusive rights, as => patent - right, licenses or exclusive spare parts / service distribution

4. Binding vendor

- a. for Procurements where a change in the supply source would require the Company to obtain goods, services or works with different characteristics, which would be incompatible or non-uniform with the existing ones or would cause disproportionate difficulties in the operation of the Company
- b. for Procurements of goods which have a stock market price or where the law excludes the conduct of a tender procedure or where their procurement is characterized classified or is related to essential State security interests.
- c. for Procurements of goods, services or works in cases of an emergency need caused by unforeseen circumstances or in cases of emergency, during which the shortage of materials, equipment or work or (during which the) non-restoration of damage could potentially cause accidents or disasters or significant damages or a detrimental immobilization of the Company's facilities and there is no time to conduct an open or restricted tender procedure.
- d. for Procurements of works, in cases of continuation of the works after default of the initial contractor or the dissolution of a works contract, provided this option is expressly set out in the Call

5. Existing spare parts or service experience

- a. substitution of technical components, which are already installed and/or spare parts in Company warehouses are already available.
- b. services of suppliers with very good plant knowledge / experience with special equipment / tools / know-how required for the dedicated job.

Reason:

Notes:

ISSUED	AUTHORIZED	APPROVED	DATE