



## Tendering and Agreement Award

Code: **SC.02**  
Process: **SUPPLY CHAIN**  
Version: **2.0 / 01.2024**


*[text omitted]*<sup>1</sup>

<sup>1</sup> the omitted text refers to internal procedures and to guidelines for personnel.

*[text omitted]*

**Overriding Documentation:**

The present Procedure supersedes all existing Procedures / Operating Instructions or other documents with respect to its terms. In case the content of this Procedure conflicts, in whole or in part, with the content of existing Procedures / Operating Instructions or other documents, the present Procedure shall prevail and be applied in their place.

## Table of Contents

Table of Contents .....	3
1. Introduction.....	5
1.1 .....	6
1.2 .....	6
1.2.1 .....	6
1.2.2 .....	6
1.3 Terms and Definitions .....	6
2. Key Principles.....	11
2.1 Vendor List.....	11
2.1.1 Qualitative Selection Criteria and Grounds for Exclusion – Declaration Form .....	11
2.2 .....	12
2.3 .....	12
2.4 Selection Procedure .....	12
2.4.1 Open Tender .....	12
2.4.2 Restricted Tender .....	13
2.4.3 Negotiation with Prior Call for Competition.....	13
2.4.4 Negotiation without Prior Call for Competition (with more than one Economic Operator) .....	14
2.4.5 Direct Award (Negotiation without Prior Call for Competition with one Economic Operator) .....	15
2.4.6 Conducting Rules of Selection Procedure .....	15
2.5 Specifications.....	15
2.6 Economic Operator Guarantees.....	15
2.7 Electronic Communications.....	16
2.8 Submission and Content of Tenders.....	17
2.9 Opening of Tenders - Evaluation Stages.....	18
2.10 Agreement Award Criteria.....	19
2.11 Award – Completion of Procedure.....	19
2.12 Objections.....	20
2.13 .....	20
2.14 .....	20
2.15 .....	20
2.16 .....	20
3. ....	20
3.1 .....	20
3.2 .....	20
3.3 .....	20
4. ....	21
4.1 .....	21
4.2 .....	21

4.3 ..... 21

5. ....21

5.1 ..... 21

5.2 ..... 21

6. ....21

6.1 ..... 21

6.2 ..... 21

7. ....21

7.1 ..... 21

7.2 ..... 21

8. ....21

9. Annexes .....21

## 1. Introduction

The scope of this Procedure is to define the principles, processes and rules governing the award of the procurement Agreements of DESFA. Procurement is the acquisition of works, goods or services from Economic Operators chosen according to the Procedure herein.

The following are exempted from the provisions of this Procedure:

- The purchase of natural gas made by the Company in accordance with the provisions of the applicable legislation.
- The procurement of items whose prices or quantities are imposed on the Company by the legislative and regulatory framework.
- Procurement carried out under the framework of an international Agreement entered into between the Greek State and one or more countries.
- Procurement Agreements with an affiliated to the Company undertaking, within the meaning of Directive 2014/34/EU.
- Procurement of low value Tier 0.
- Agreements that are explicitly excluded by the European Directives for reasons other than their estimated value.
- The purchase of greenhouse gas emissions allowances.
- Any Agreement related to real estate, as indicatively purchase or lease.
- Agreements related to advertisements, social events, and public relations expenses.
- Agreements related to subscriptions and membership rights, listings in print or electronic form.
- Ticket supplies and hotel bookings subject to the Company's related policy.
- Procurement of materials by the Company's Contractors on the Company's behalf, carried out according to the terms of the respective Works Agreements signed with them.
- Agreements related to Insurance Policies.
- Agreements related to services provided by banks.
- 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 Procedure on the aforementioned exceptions, following a decision of the body responsible for the Agreement Award. In such case, the present Procedure shall be followed.

In addition:

- a. For the award of Works, Services and Goods Agreements of Co-Financed Projects, regardless of the estimated value of such Agreements, the Company adopts the provisions of Directive 2014/25/EU.
- b. For the award of Works, Services and Goods Agreements, for the cases of non Co-Financed Projects with an estimated value not exceeding the threshold of 5.000.000,00 €, the Company may adopt all or some of the provisions of Directive 2014/25/EU or not.
- c. For the award of Works and Services Concession Agreements, with an estimated value exceeding the threshold for application of Directive 2014/23/EU, as set out in each case, the Company adopts the provisions of this Directive.

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

Supply Chain (SC) is responsible for the management of all activities for the selection of qualified Economic Operators and for the negotiation of the Agreements. SC is responsible to ensure that all the parts of the contract package meet the bid and award schedule and criteria. It has the lead role in developing the commercial content of the Agreement and is the main point of contact with Economic Operators throughout the Procurement process; for issues of technical nature the support and involvement of the Requesting Unit in a joint manner is mandatory. Commercial considerations fall under the responsibility of CPD and encompass all actions except those of a technical nature.

## 1.1 [text omitted]

## 1.2 [text omitted]

### 1.2.1 [text omitted]

### 1.2.2 [text omitted]

## 1.3 Terms and Definitions

Terms provided hereunder shall be well-defined to facilitate the successful implementation of the Procedure based on identified roles and responsibilities across the organization:

Term	Definition
<b>Agreement</b>	Any type of contractual Agreement i.e., Contract, Purchase Order, Framework Agreement.
<b>Agreement Price</b>	The value of an Agreement with fixed unit prices or the lump sum price (Lump Sum) of an Agreement, that corresponds to a defined scope either of works, or services or supply of goods, depending on the case, when the Agreement has been signed. In the Agreement Price, any amounts corresponding to Options or Contingencies are not included.
<b>Authorized Amount of the Agreement</b>	The Agreement Price plus any Options up to 50% of the Agreement Price and/or any Contingencies up to 15% of the Agreement Price.
<b>Call for Competition / Call</b>	The public call by which Economic Operators are invited to express their interest to participate in an Economic Operator selection process, which includes the minimum terms of participation, selection, and award of the Procurement.
<b>Call Off Orders / Call Off</b>	Call Off Orders are parts of Framework Agreements and are issued by the Contract Manager during the duration of Framework Agreement. Call Off Orders are awarded throughout the duration of the Framework Agreement and are performed until the full utilization of the Framework Agreement Price or even after the expiry of the duration of Framework Agreement. Call Off Orders within Framework Agreement are subject to approval in SAP according to Annex I.
<b>Candidate</b>	An Economic Operator that expresses interest to participate or has been invited to participate in a selection process.

Term	Definition
<b>Code of Ethics</b>	The handbook that records the common principles and rules for the behavior of Company's employees and counterparties and their obligation to operate in accordance with its values, principles and applicable legislation. The Code of Ethics is posted on the Company's website.
<b>Co-Financed Projects</b>	An operation (i.e., Procurement of Goods, Services or Works), the expenditure of which is eligible and co-financed by one or more Funds or by one or more Programs and other instruments of the European Union and is carried out by the competent, as defined, Managing Authorities. Co-financing is usually subject to a maximum threshold, which is defined as a percentage of the total value of the project, or part thereof.
<b>Company</b>	HELLENIC GAS TRANSMISSION SYSTEM OPERATOR (DESFA) S.A.
<b>Company's Procurement Platform</b>	The online platform system used for the management of selection procedure: request of quotation posting, bid reception, exchange of internal and external information, awarding management.
	<p data-bbox="443 797 600 831"><i>[text omitted]</i></p> <p data-bbox="443 882 600 916"><i>[text omitted]</i></p>
<b>Contingency</b>	<p data-bbox="443 949 1509 1128">Amount, to cover costs necessary to address expansion of the scope of an Agreement, to cover activities and/or provisions of material and/or costs which were not reasonably foreseeable as of the effective date of the Agreement, including such items as emergencies, unforeseeable changes in market conditions for materials or labor, or subsurface or site conditions that were neither known nor reasonably discoverable as of the effective date of the Agreement.</p> <p data-bbox="443 1135 600 1169"><i>[text omitted]</i></p> <p data-bbox="443 1176 1509 1243">The contingency value will be calculated as the agreed contingency percentage multiplied by the Agreement Price.</p>
<b>Contract</b>	Any legally binding agreement that sets all the terms, conditions, quantities and prices or pricing structure for the contract execution related to a specified scope of work. The agreement "Contract" shall be used for the procurement of Goods, Services and Works above 100.000 € in accordance with this Procedure. For all Engineering, Procurement and Construction (EPC) Projects a Contract should be created.
<b>Contractor</b>	The Economic Operator of an Agreement offering its Works to the Company.
<b>Contract Manager (CM)</b>	<p data-bbox="443 1503 1509 1644">The Division Director/Head of Dept. (when applicable) or whoever delegated by the Division Director/Head of Dept., usually the Manager and Owner of the PR to whom the Agreement refers to, who is responsible for Agreement management and administration from Agreement execution to Agreement close-out.</p> <p data-bbox="443 1650 600 1684"><i>[text omitted]</i></p>
<b>Contract Option/Option</b>	<p data-bbox="443 1729 1509 1832">An additional activity and/or scope of an Agreement, detailed in the Agreement as to its nature, characteristics, value and its price schedule, that can be requested by the Company to the Economic Operator, within a specified limit of time.</p> <p data-bbox="443 1839 1305 1872">Company has the right, but not the obligation, to exercise the Contract Option.</p> <p data-bbox="443 1879 600 1912"><i>[text omitted]</i></p>

Term	Definition
<b>Consulting Services</b>	It refers to the provision of specialized know-how by companies or individuals, involving advisory services and studies, on matters inherent to the professional competence of the providers; the provided services are services of intellectual nature involving the provider's subjective assessment and opinion.
	<i>[text omitted]</i>
<b>CPD</b>	Competent Procurement Department (CPD).
<b>CPV</b>	Common Procurement Vocabulary
<b>Day</b>	Calendar day
	<i>[text omitted]</i>
	<i>[text omitted]</i>
<b>Direct Award</b>	Negotiated procedure without prior publication with one Economic Operator.
<b>Economic Operator</b>	Any natural or legal person, or entity, or a group of such persons and/or entities, including any temporary association of undertakings, which participates to selection procedure and could be eligible to provide the execution of Works, the supply of Goods or the provision of Services. Economic Operator then could be Contractor of Works, Provider of Services or Vendor of Goods.
<b>Electronic Auctions</b>	The Company may conduct electronic auctions (e-Auction or Reverse Auction) via the internet in which new prices and/or new values concerning certain elements of bids are presented, as per Annex IV (4.2).
<b>Electronic Catalogue</b>	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 Economic Operators in accordance with the Technical Specification and the format of the Company, as per Annex IV (4.3).
<b>Financial Offer Systems</b>	<p>The financial part of tenders may be drawn up according to the following indicative systems or a combination thereof:</p> <ol style="list-style-type: none"> <li>a. Tender with uniform discount rate;</li> <li>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;</li> <li>c. Tender by filling-in price list with or without normality check;</li> <li>d. Lump sum offers.</li> </ol> <p>The above is further analyzed in Annex II: Financial Offer Systems.</p>
<b>Framework Agreement (F.A.)</b>	<p>A framework agreement means an agreement between Company and one or more Economic Operators, the purpose of which is to establish the terms governing contracts (Call Off Orders) to be awarded during a given period, in particular with regard to price and, where applicable, the quantities envisaged. This agreement, to be used during a stated period, is activated by issuing Call Off Orders up to the Agreement Price of the Framework Agreement as per Annex IV (4.1).</p> <p><i>[text omitted]</i></p>



Term	Definition
<b>Framework Agreement Tender Call off</b>	A competitive procedure among Economic Operators, under a Framework Agreement, conducted by Supply Chain.
<b>Goods</b>	Products / materials that are the subject of purchases, such as spare parts, equipment for facilities, furniture, appliances, vehicles, electronic equipment, software tools, etc.
	<i>[text omitted]</i>
	<i>[text omitted]</i>
<b>Invitation</b>	The invitation of a limited number of Economic Operators to participate in a process or phase of an Economic Operator selection process, which may have as its subject the submission of an offer, the participation in negotiations or a combination thereof.
<b>Joint Procurement</b>	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 Agreement concluded between them to this effect.
<b>Not to Exceed Value</b>	The maximum amount up to which it is possible to request performance to an Economic Operator, via issuance of Call off Orders for Goods, Works or Services covered by a Framework Agreement.
<b>Pre-Selection</b>	Selection of Candidate performed during Restricted Tender or Negotiation with Prior Call for Competition following verification of requisites necessary for participation
	<i>[text omitted]</i>
<b>Procurement</b>	The acquisition by the Company of Works, Goods or Services through an Agreement of Works, Goods or Services, from Economic Operators chosen according to the present Procedures.
	<i>[text omitted]</i>
<a href="mailto:Procurement@desfa.gr">Procurement@desfa.gr</a>	The e-mail for the electronic communication of Economic Operators with the Competent Procurement Dept. and for the exchange of information.
<b>Provider</b>	The Economic Operator of an Agreement offering its Services to the Company.
	<i>[text omitted]</i>

Term	Definition
<b>Purchase Order (P.O.)</b>	Any legally binding agreement for the procurement of Goods, Services or Works, of an Authorized Amount of the Agreement below 100.001 € in accordance with this Procedure. [text omitted]
	<i>[text omitted]</i>
<b>Supply Chain Division (SCD)</b>	The competent organizational division unit of the Company which has as its main subject all Procurement matters that fall under the scope of the present Procedure.
<b>Services</b>	The provision of all types of services to the Company by legal or natural persons which are the subject of an Agreement, such as security, customs clearance, designs, equipment inspection and control, Works supervision, staff and materials transportations, maintenance, operations, repairs services, land transport services, telecommunication services, consultancy services, financial services, IT services, research and development, accounting, market research, 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) etc.
<b>Subcontractor (or sub-supplier)</b>	An Economic Operator to which the Contractor/Provider/Vendor assigns on his behalf the partial execution of the Agreement.  <i>[text omitted]</i>
<b>Technical Specification</b>	The physical and technical characteristics of Goods or Services or Works.
<b>Tender / Procurement Documents (RFP-RFQ)</b>	The 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 and Technical Specification.
<b>Vendor</b>	The Economic Operator of an Agreement offering its products (Goods) to the Company.
<b>Vendor List</b>	The List of qualified Economic Operators for one or more material category, as described in the Vendor Qualification Procedure, which is used for the pre-selection of Economic Operators for Procurement.
<b>Works</b>	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 for the performance of a financial or technical function.

## 2. Key Principles

The below-mentioned guiding principles are fully aligned with the Procurement Planning Procedure and are applicable to the Tendering and Agreement Award Procedure to ease the successful delivery of the process.

### 2.1 Vendor List

Only Economic Operators included in the Vendor List can be awarded via Company's Selection Procedure with the exclusion of procedures with publication (where all interested parties may participate). Under the conditions specified in Vendor Qualification Procedure for Economic Operators qualification, Economic Operators can participate to sourcing processes also if they have not completed the qualification process; in these cases, Vendors shall need to be qualified prior to the award.

The qualification allows the Economic Operator to be taken into consideration for a Company's selection procedure without prejudice to the verification of the further requisites necessary for participation.

#### 2.1.1 Qualitative Selection Criteria and Grounds for Exclusion – Declaration Form

The Qualitative Selection Criteria and Grounds for Exclusion are comprised in the Vendor Qualification Process and then Candidates for a Selection Procedure selected from Vendor List assure that their evaluation is still valid.

As regard to the exclusion grounds of the Economic Operators (negative criterion), the Company uses 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.,

as well as other exclusion grounds as necessary, i.e. related to international sanctions.

As regards the qualitative selection of Economic Operators (positive criterion), the following is required as appropriate and indicatively:

- Professional rights / suitability (e.g. registration in professional registry, license);
- Economic and financial standing (e.g. turnover, credit rating);
- Technical and professional capacity and experience (e.g. list of related works);
- Quality Management Systems, Environmental certificates, etc.;

In case an Economic Operator that participates to a Selection Procedure is not in Vendor List, waiting for the conclusion of Vendor Qualification Process, to determine absence of the grounds of exclusion and fulfilment of the qualitative selection criteria, the Company may use a Statement equivalent to the European Single Procurement Document (ESPD) form in the cases where Directive 2014/25/EU is adopted, with the purpose of expediting the Economic Operator's Selection Procedure. The Statement 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 for qualification described in the Vendor Qualification Procedure.

Submission of the supporting documents, which is replaced by the declaration through the Statement, is a requirement for the award of the Agreement to the Economic Operator and is requested from the provisional Economic Operator during the award phase. The Company may ask Economic Operators at any time to submit all or certain supporting documents, when required for the proper conduct of the procedure.

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 (as defined in par. 2.6).

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 Agreement performance period, for example by delivering a commitment by those entities to that effect.

## 2.2 *[text omitted]*

## 2.3 *[text omitted]*

## 2.4 Selection Procedure

The Economic Operator selection procedures are the following:

- 1) **Open Tender;**
- 2) **Restricted Tender;**
- 3) **Negotiation with prior Call for Competition;**
- 4) **Negotiation without prior Call for Competition (with more than one Economic Operator);**
- 5) **Direct Award (Negotiation without prior call for competition with one Economic Operator);**

In specific cases, the following apply alternatively to the above procedures:

- 6) **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 Agreement 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;
- 7) **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 Agreement 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 subject Procurement to the Company, on the condition that it meets the performance levels and maximum cost agreement between the Company and the Economic Operators.

### 2.4.1 Open Tender

A procedure in which any interested Economic Operator may submit a bid in response to a Call for Competition. In case of procedure through an Open Tender, the CPD shall take the necessary steps to prepare the Tender Documents and to approve them in accordance with this Procedure.

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

No negotiations with Economic Operators about any commercial or technical aspect are allowed, till the Award is announced to the Preferred Bidder.

The conduct of the Open Tender is ruled by following this current paragraph (2.4.1) and paragraph 2.4.6.

## **2.4.2 Restricted Tender**

A two-phase procedure, in which any Economic Operator may submit a participation request in the context of a Call for Competition (1<sup>st</sup> phase), but only those Economic Operators which will be invited by the Company following pre-qualification may submit an offer (2<sup>nd</sup> phase). The described 1<sup>st</sup> phase can be replaced by selection of Economic Operators that meet the selection criteria from the approved Vendor List.

The CPD shall publish a Call for Competition in the 1<sup>st</sup> phase of the tender. The time limits for submission of a bid must be adequate in order to allow Economic Operators to submit complete and acceptable bids.

Especially in the case of Procurement through a Restricted Tender from the Company's approved Vendor List, the purpose of the 1<sup>st</sup> phase shall be to internally select the Candidates among the participants in the List which meet 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 Vendor 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 restrict competition.

The conduct of the Restricted Tender is ruled by following this current paragraph (2.4.2) and paragraph 2.4.6.

## **2.4.3 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, on the basis of the evaluation as detailed in the Tender Documents, may participate in the negotiations.

For the opening and evaluation of the bids, the procedure described in paragraph 2.9 shall be followed accordingly. The CPD carries out the qualitative selection, with the support of the Requesting Unit, gets approval by the competent body for approval of the evaluation as per paragraphs 2.15 and 2.16 and sends to the qualified Candidates an Invitation to participate in the negotiations, according to the provisions of the Call. Especially in the case of a negotiated procedure with the participation of Economic Operators from the Company's approved Vendor List, the relevant provisions of paragraph 2.4.2 hereof shall apply.

During the negotiations phase, the CPD negotiates with the Economic Operators for each section of the bid (commercial, financial or technical, the latter together with the Requesting Unit) 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 Works, 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.

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 Company's Procurement Platform about any changes to the Technical Specification or commercial terms, etc., as a result of the negotiations, and they shall be given adequate time to submit new offers.

The CPD shall prepare records (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 paragraphs 2.15 and 2.16 (or shall approve the Records itself for procedure of Tier 1).

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

The conduct of the Negotiation with Prior Call for Competition is ruled by following this current paragraph (2.4.3) and paragraph 2.4.6.

#### **2.4.4 Negotiation without Prior Call for Competition (with more than one Economic Operator)**

A procedure with negotiations applied subject to the conditions of the current paragraph, in which more than one Economic Operators are invited to submit an offer and participate in the negotiations. The launch of a Negotiated procedure without a Prior Call for Competition with more than one Economic Operators may be applied as follows:

- 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 Procurement intended exclusively for purposes of research, experiments, pilot implementation or trial use or implementation of new technologies.
- e. For Procurement 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 Procurement 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 related to essential State security interests.
- g. For Procurement of Goods, Services or Works in cases of an emergency need caused by unforeseen circumstances or 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 Procurement of Works, in cases of continuation of the Works after default of the initial Contractor or the dissolution of a Works Agreement, 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 or already available in Company's warehouses, or for Procurement of Services of suppliers with experience / plant knowledge with special equipment / tools / know how required for the dedicated job.

*[text omitted]*

The time limits for a bid submission shall be adequate to allow Economic Operators to submit complete and acceptable bids.

The conduct of the Negotiation without Prior Call for Competition (with more than one Economic Operator) is ruled by following this current paragraph (2.4.4) and paragraph 2.4.6.

### **2.4.5 Direct Award (Negotiation without Prior Call for Competition with one Economic Operator)**

A procedure with negotiation, in which one Economic Operator is invited to submit an offer and participate in the negotiations. All other conditions and provisions of above paragraph 2.4.4 are applicable.

*[text omitted]*

The conduct of the Direct Award is ruled by following this current paragraph (2.4.5) and paragraph 2.4.6.

### **2.4.6 Conducting Rules of Selection Procedure**

The CPD is responsible for conducting the Selection Procedure and coordinating its timely execution. *[text omitted]*

Where feasible, the Tender Documents are prepared as per the approved standardized documents, and it must include indicative content as set out in Annex I. *[text omitted]*

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.). The commencement of the Procurement procedure is defined as the earlier of the time the Call for Competition is posted on the Company's website or is sent to SIMAP [information system for public procurement (fr. système d'information pour les marchés publics)], and in the case of a procedure of Negotiation without Call for Competition, as the time of dispatch of the first Invitation to tender.

The CPD publishes a Call for Competition in the means of publicity described in the above paragraph referring to the CPV standardized nomenclature and the indicative content as set out in Annex I. Immediately thereafter, the relevant approved Tender Documents shall be posted on the Company's Procurement Platform.

*[text omitted]*

For the opening and evaluation of the bids, the procedure described in paragraph 2.9 shall be followed accordingly.

## **2.5 Specifications**

The Tender Documents shall provide for Technical Specification *[text omitted]* laying down the characteristics required for Works, Services or Goods, as applicable. Those characteristics shall 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.

*[text omitted]*

## **2.6 Economic Operator Guarantees**

As security for the Company in the transactions' phases with Economic Operators, Letters of Guarantee are requested and submitted by Economic Operators. All Letters of Guarantee shall be issued by credit institutions or other legal entities, lawfully operating in any member-state of the E.U. or the European Economic Area (E.E.A) or in a member state of the

Government Procurement Agreement of the World Trade Organization, which have this right according to the applicable legislation.

The Company requests in each case from Economic Operators the following types of guarantees:

**a. Participation Guarantee or Participation Letter of Guarantee**

- i. For a Procurement with a budget higher than that of Tier 1, for co-financed contracts and for Selection Procedures with prior publication, a Participation Letter of Guarantee is requested, amounting to 1-2% of the Procurement value excluding Contingency and Option, if any. 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). The Participation Letters of Guarantee are held by the CPD up to the signing of a Contract or Framework Agreement 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 selected Economic Operator the Participation Letter of Guarantee is replaced with a Performance Letter of Guarantee, before the signing of the Purchase Order or Contract or Framework Agreement, if there is such provision.
- ii. The return of the Letters of Guarantee to the participants permanently excluded from the Selection Procedure shall take place either after the lapse of the time limit for submission of objections against their exclusion or after the issuance of a relevant decision of rejection of objection submitted.

**b. Performance Guarantee or Performance Letter of Guarantee**

- i. For a Procurement with a budget higher than that of Tier 1, before the signing of the Agreement, the Economic Operator shall submit a Performance Letter of Guarantee (Performance Bond), amounting to 5%-10% of the Agreement Price, in accordance with the provisions of the contractual documents. This Letter of Guarantee is amended pro rata with any Agreement Price increase or decrease (gradually or in its entirety) and returned to the Economic Operator in accordance with the provisions of the Agreement. The Performance Letter of Guarantee:
  - a. in the case of Works has a minimum duration that exceeds the expiry of the warranty period by three (3) months and,
  - b. in case of Goods has a minimum duration that exceeds the expiry of the warranty period by two (2) months.

Performance Guarantee is requested for Goods and Works. For Services, the Requesting Unit can optionally request whether a Performance Guarantee has to be requested or not, with a minimum duration that exceeds the expiry of the warranty period by two (2) months.

- ii. For additional security, there is the option of retaining 5% to 10% of the value of each invoice. The retained amount is returned interest - free to the Economic Operator upon completion of the Agreement, 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 Economic Operator and approved by the Company.

**c. Advance Payment Guarantee or Advance Payment Letter of Guarantee**

- i. If there is provision for an advance payment, the Economic Operator 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.

The minimum content of these guarantees is described in Annex I hereof, and the content of the guarantees required each time is set out in the Call.

*[text omitted]*

## **2.7 Electronic Communications**

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.



Economic Operators communicate with the Company about matters related to specific Economic Operator Selection Procedures exclusively through the Company's Procurement Platform. The Call for Competition or the Invitation to participate shall specify the internet address where the Company's Procurement Platform can be accessed.

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 Selection 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 Company's Procurement Platform is automatically confirmed by the Company's Procurement Platform with time-stamping services.

The Company may choose not to make use of the Company's Procurement 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 / other suitable carrier and electronic means (i.e. through [procurement@desfa.gr](mailto:procurement@desfa.gr)) and technical measures shall be applied to preserve the integrity of data and confidentiality of bids.

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 Company's Procurement Platform, the time during which such force majeure lasts, is considered as an extension to the time limit for bid submission.

## **2.8 Submission and Content of Tenders**

Bids (participation requests etc.) shall be submitted to the Company by using the Company's Procurement Platform, or otherwise, as more specifically set out in the Call, under the responsibility and diligence of the participants. Tenders submitted in any other way not specifically set out in the Call, 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.

Tenders shall be submitted within the timeline set out in the Call or the Invitation. Bids submitted overdue 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 Call or Invitation.

Bids submitted by Economic Operators who have not been selected in a Restricted Tender procedure or who have not been invited to negotiate or which have been excluded from the Company's Selection Procedures, shall not be considered.

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.

Where the Tender Documents refer to signed documents, a scanned manual signature or any type of electronic signature according to Regulation 2014/910/EU is accepted. 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.
  - ii. Technical offer (if provided for).
- b. Envelope B, containing:
  - i. Economic (Financial) offer.

## 2.9 Opening of Tenders - Evaluation Stages

The Company shall apply objective rules and criteria for the exclusion and selection of Economic Operators in the Selection Procedures, which are specified in each case in the Tender Documents.

*[text omitted]*

Without prejudice to the provision of paragraph 2.7 regarding the faculty for the Company to choose not to make use of the Company's Procurement Platform in specific Procurements, Envelopes A and B of the bids are opened electronically via the Company's Procurement Platform. The time and place, and whether Envelopes A and B will be opened in one or two stages, are specified in the Call.

After the Envelopes are opened, classified access is provided to the bid Envelopes to the competent bodies for approval of the evaluation as per paragraphs 2.15 and 2.16 and to the CPD, only for the needs of the Selection Procedure. 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.

Access to the related files is controlled, with the purpose of assuring integrity of the procedure, confidentiality and protection of personal data, with particular care for special categories of data, such as regarding criminal convictions.

Should clarifications and/or supplementary information be required in respect of the bid Envelopes, a relevant request shall be addressed to the Economic Operators via the CPD. *[text omitted]* Communications and information received during the evaluation procedure are confidential and shared on a need-to-know basis. Information submitted by an Economic Operator 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 is deemed inadequate.

In case there is provision for a two-stage opening, this applies only to Economic Operators 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 to selecting the successful Candidate.

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 Economic Operator; furthermore, the technical offer only of the lowest Economic Operator; may be evaluated. In case that the technical offer or the participation of the lowest Economic Operator is deemed unacceptable, the procedure is repeated with the next lowest Economic Operator etc., and the relevant Records are drawn up by CPD.

For all co-financed contracts, the offered prices shall be included in the notification of the results.

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 paragraph 2.11.

In the case where the bid contains a Statement, with a letter of intent, the provisional Economic Operator is also requested to submit in a timely manner the relevant evidence. The above letter of intent is not an Agreement.

The evaluation of the aforementioned evidence and its acceptance is carried out by the competent body for approval of the evaluation with the support of the CPD.

In the case of failure to submit evidence or of unacceptable evidence, the Participation Letter of Guarantee of the provisional Economic Operator 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.

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.

In case of an equivalence of bids, the Economic Operator 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.

*[text omitted]*

## **2.10 Agreement Award Criteria**

The criteria through which the Agreements 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:
  - i. Acceptable bids are ranked exclusively on the basis of the lowest offered price.
  - ii. 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 contract performance.
  - iii. The technical support and after-sales service, the cost of use.

The criteria shall be relevant to the scope of the Agreement, 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 in order to allow verification of the information provided by the Economic Operators that substantiate satisfaction of the criteria in an objective and effective manner.

## **2.11 Award – Completion of Procedure**

The Selection Procedure is completed with a decision of the competent body for approval of the award provided for in par. 2.16 of the present Procedure, either with the selection of an Economic Operator or with the procedure's cancellation on the grounds set out below.

The CPD is responsible for consolidating the evaluations of the provisional Economic Operator preparing and transmitting the Recommendation to Award document to the competent body for approval.

The competent body for the award may decide to negotiate with the Economic Operators, according to the provision of the Tender Documents. 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. Notwithstanding, in case of technical negotiations the CPD shall be supported by the Requesting Units on all items of technical nature.

The CPD may propose the cancellation of the Selection 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 *[text omitted]*.

Each proposal for cancellation will be documented and accompanied by a proposal for the next relevant action(s):

- a. Repetition of tender procedure, with amendment or not of the terms and Technical Specification;
- 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.

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.

## **2.12 Objections**

Any party having an interest in being awarded the specific Agreement may, within a five (5) Day limit after becoming aware in any manner of an illegal act or omission, file an objection to the Company. 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 BoD decision was contested, where objections are evaluated by the same.

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. Submission of objections does not entail mandatory suspension of the tender procedure.

## **2.13 *[text omitted]***

## **2.14 *[text omitted]***

## **2.15 *[text omitted]***

## **2.16 *[text omitted]***

## **3. *[text omitted]***

### **3.1 *[text omitted]***

### **3.2 *[text omitted]***

### **3.3 *[text omitted]***

**4. [text omitted]**

**4.1 [text omitted]**

**4.2 [text omitted]**

**4.3 [text omitted]**

**5. [text omitted]**

**5.1 [text omitted]**

**5.2 [text omitted]**

**6. [text omitted]**

**6.1 [text omitted]**

**6.2 [text omitted]**

**7. [text omitted]**

**7.1 [text omitted]**

**7.2 [text omitted]**

**8. [text omitted]**

**9. Annexes**

The Annexes consist of necessary templates, and additional information to facilitate the successful execution of the Tendering and Agreement Award Procedure as it has been described above.

The Annexes have been developed for the facilitation of the process execution based on the business requirements of the Process Owner and they have been attached to standalone supplementary documentation to the present Procedure.



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**Annexes to the  
Tendering and Agreement Award**

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## Table of Contents

<b>Annexes .....</b>	<b>3</b>
<b>1. Annex I – Contents of Calls, Tender Documents, Guarantees, and Purchase Orders .....</b>	<b>3</b>
<b>1.1 Indicative Content of Call for Competition in Open Tender .....</b>	<b>3</b>
<b>1.2 Tender Document .....</b>	<b>3</b>
<b>1.3 Minimum Content of Letters of Guarantee .....</b>	<b>4</b>
<b>1.4 Minimum Content of Purchase Order .....</b>	<b>4</b>
<b>2. Annex II – Financial Offer Systems.....</b>	<b>5</b>
<b>3. ....</b>	<b>5</b>
<b>3.1 .....</b>	<b>5</b>
<b>3.2 .....</b>	<b>5</b>
<b>3.3 .....</b>	<b>5</b>
<b>4. Annex IV – Special Techniques and instruments for an aggregated procurement.....</b>	<b>6</b>
<b>4.1 Framework Agreements .....</b>	<b>6</b>
<b>4.2 Electronic Auctions .....</b>	<b>7</b>
<b>4.3 Electronic Catalogues.....</b>	<b>8</b>
<b>5. ....</b>	<b>8</b>
<b>6. ....</b>	<b>8</b>
<b>6.1 .....</b>	<b>8</b>
<b>6.2 .....</b>	<b>8</b>
<b>6.3 .....</b>	<b>8</b>
<b>6.4 .....</b>	<b>8</b>
<b>7. ....</b>	<b>8</b>
<b>7.1 .....</b>	<b>8</b>
<b>7.2 .....</b>	<b>8</b>
<b>7.2.1 .....</b>	<b>8</b>
<b>7.2.2 .....</b>	<b>8</b>
<b>7.2.3 .....</b>	<b>8</b>
<b>8. ....</b>	<b>8</b>



## Annexes

The Annexes consist of necessary templates and additional information to facilitate the successful execution of the Tendering and Agreement Award Procedure as it has been described above.

### 1. Annex I – Contents of Calls, Tender Documents, Guarantees, and Purchase Orders

#### 1.1 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 Agreement;
- 5) Agreement's CPV;
- 6) Final date for receipt of bids;
- 7) Information for the electronic conduct of the tender;
- 8) Any other relevant information.

#### 1.2 Tender Document

The Tender Documents include indicatively the following:

- 1) Instructions to the Economic Operators on preparing and submitting the bid and other terms and conditions of the Tender procedure;
- 2) Bid Letter / Financial Offer;
- 3) Draft Contract;
- 4) Special Terms and Conditions of Contract (if applicable);
- 5) General Terms and Conditions of Contract;
- 6) Description of Scope;
- 7) Technical Specifications and Drawings (if applicable);
- 8) Any required templates (Letters of Guarantee, Statements, etc.).





### 1.3 Minimum Content of Letters of Guarantee

A letter of guarantee must include in principle:

- 1) The date of issue;
- 2) The issuer;
- 3) The details of the Company to which it is addressed;
- 4) The number of the letter of guarantee;
- 5) The amount which the guarantee covers;
- 6) The full name and address of the economic operator in whose favor the guarantee is issued;
- 7) Duration of validity;
- 8) The following terms:
  - The guarantee is provided irrevocably and unreservedly, and that the issuer waives the benefit of objection and division.
  - 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) workdays after a simple written notice.
  - In case of forfeiture of the guarantee, the forfeiture amount is subject to a fixed tax stamp fee.

### 1.4 Minimum Content of Purchase Order

An Order must include at least the following:

- 1) The full name of the Economic Operator and its address;
- 2) The number of the Order;
- 3) The date of the Order;
- 4) The payment terms;
- 5) The full address of the delivery location;
- 6) The address to which the invoice is sent;
- 7) The quantity, measurement unit, number of material (if applicable), and the full specification;
- 8) The merchandise code number, in case of materials or Warehouse supplies;
- 9) 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;
- 10) Fixed price or price adjustment formula;
- 11) Any special terms, e.g., expediting terms, guarantees, inspection needs, etc.;
- 12) The fact that the Order is governed by and will be implemented in accordance with the Company's applicable Procurement Procedures and policies;
- 13) The reference details and date of the Economic Operator offer;
- 14) Reference to Company's Code of Ethics and Anticorruption Policy;
- 15) Any other information which must be noted by the Economic Operator on the accompanying documents of the materials, such as invoices, bills of lading, etc., which will facilitate the relevant acceptance processes.



## 2. Annex II – 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 Works Agreement, 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.** Economic Operators 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.** Economic Operator 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.** Economic Operators 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. An 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.

- d. **Offer with lump sum.** The Economic Operators shall offer a lump-sum price for the execution of the Agreement in full or for parts thereof, by filling in a relevant price list, according to the provisions of the Procurement Documents.

## 3. [text omitted]

### 3.1 [text omitted]

### 3.2 [text omitted]

### 3.3 [text omitted]



## 4. Annex IV – Special Techniques and instruments for an aggregated procurement

### 4.1 Framework Agreements

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

A Framework Agreement is the contract concluded between the Company and one or more Economic Operators, the purpose of which is to establish the terms governing the agreement included the Call Off Orders. 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 Call Off Order.

*[text omitted]*

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 Call off Orders.

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

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

Call off Orders based on a Framework Agreement shall be awarded on the basis of objective rules and criteria, which may include launching a competitive procedure (F.A. Call off Tender) among those Economic Operators/parties to the Framework Agreement, as follows *[text omitted]*:

- a. If the Framework Agreement is concluded with a sole Economic Operator and the terms of the Call off Orders are already laid down in the Framework Agreement, the Call off Orders shall take the form of Orders executed exclusively based on the provisions of the Framework Agreement, with simultaneous notification to S.C.D.;
- b. If the Framework Agreement is concluded with a sole Economic Operator and the terms of the Call off Orders 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 Call off Order (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 and SCD shall review the contractual terms;
- c. If the Framework Agreement is concluded with more than one Economic Operators and the award of the Call off Orders does not include the launch of a competitive procedure among them, the Call off Orders shall take the form of Orders executed based on the provisions of the Framework Agreement. An award without the launch of a competitive Procedure is handled by SCD and may be made indicatively with the division of the Procurement in advance or with the award of the Call–Off Orders by rotation;
- d. If the Framework Agreement is concluded with more than one Economic Operators and the award of the Call off Orders includes the launch of a competitive procedure among them, conducted by SCD with F.A. Call offs Tender, the Company shall set an adequate time limit for submission of bids for each specific Order and award the Call off Order to the Economic Operator who submitted the best offer, on the basis of the award criteria of the Call off Order 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.

*[text omitted]*



## 4.2 Electronic Auctions

The Company may conduct electronic auctions (e-Auction or Reverse Auction) via the internet in which new prices and/or new values concerning certain elements of bids are presented, according to the provisions of this Paragraph.

An electronic auction is the repetitive electronic process, which is affected 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 in real time.

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.

On the same conditions, electronic auctions may be used during the competitive procedure between the parties to the Framework Agreement.

The electronic auction shall be based on one of the following elements of the bids:

- a. Solely on prices in case the Agreement 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 Agreement is awarded on the basis of the best price-quality ratio.

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 Agreement;
- d. The information which will be made available to Economic Operators 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 Economic Operators may submit their offers, the relevant information concerning the electronic equipment used and the arrangements and technical specifications for connection.

All Economic Operators 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.

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 Economic Operators 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 Economic Operators during any phase of an electronic auction.

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.

After closing an electronic auction, the award of the Agreement shall follow according to Paragraph 2.11 (Completion of Process).

### **4.3 Electronic Catalogues**

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 Economic Operators in accordance with the technical specifications and the format established by the Company.

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.

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 Call Off Orders will take place on the basis of updated catalogues, according to the more specific provisions of the Tender Documents.

## **5. [text omitted]**

## **6. [text omitted]**

### **6.1 [text omitted]**

### **6.2 [text omitted]**

### **6.3 [text omitted]**

### **6.4 [text omitted]**

## **7. [text omitted]**

### **7.1 [text omitted]**

### **7.2 [text omitted]**

#### **7.2.1 [text omitted]**

#### **7.2.2 [text omitted]**

#### **7.2.3 [text omitted]**

## **8. [text omitted]**