

PPA S.A. CONTRACTS AND SUBCONCESSIONS REGULATIONS:

- A) Procurement, Outsourcing, Engineering, Project and Supplier Award Management System
- B) Minor Sub-Concessions Regulation

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PREAMBLE

With regard to the provisions of Articles 8 and 9(1) of Law 4404/2016 (Government Gazette 126/A/8.7.2016), PPA S.A. approved by virtue of the CEO Board Decision (CEO Decision No. 391/11-09-2025) these provisions regarding contract and sub-Concessions award procedures (hereinafter the Regulation).

This Regulation is divided up as follows:

Section I includes general provisions, Section II outlines the scope of the Regulation, Section III outlines the award procedures to be followed and Section IV regulates specific award methods for each category of contract.

Since the Concession Agreement of 24.6.2016 on the use and exploitation of certain areas and assets, entered into between the Hellenic Republic and PPA SA (hereinafter referred to as “Concession Agreement”), and Law 4404/2016 (Government Gazette 126/A/8.7.2016) which ratified it, refer to the Company’s rules and obligations when awarding contracts, the provisions of the Regulation constitute a more detailed elaboration of the said arrangements and set out implementing rules which seek to provide a stable frame of reference for PPA SA and persons interacting with it, in the sectors covered by the Regulation.

By implementing the Regulation, the Company is therefore fulfilling an express obligation imposed by law to comply with the principles of transparency, publicity, equal treatment, proportionality, rationality and non-discrimination when awarding contracts, which is set out in Article 12.2(a) of Law 4404/2016.

CHAPTER I – GENERAL PROVISIONS

ARTICLE 1 – DEFINITIONS

- 1.1. **"Company"**: Piraeus Port Authority S.A.
- 1.2. **"Competitive Dialogue/Negotiation"** shall mean the negotiation procedure in case during open tender or selected bid invitation, due to insufficient competition achieved. In that case the Company retains the right to negotiate with the eligible candidates which fulfil the minimum technical requirements and criteria of participation documentation as prescribed in the call for tenders.
- 1.3. **"Concession Agreement"** shall mean the Concession Agreement dated 24.6.2016 on the use and exploitation of certain areas and assets, entered into between the Hellenic Republic and PPA SA as ratified by Law 4404/2016 (Government Gazette 126/A/8.7.2016) as in force.
- 1.4. **"Concession Assets"**: As outlined in the Concession Agreement.
- 1.5. **"Contractors' Register"** or **"Register"** shall mean a structured register of pre-qualified suppliers meeting specific criteria for inclusion, enabling selective bidding. The register is maintained through open invitations and updated periodically, with detailed criteria for financial, technical, and operational capacity to ensure supplier quality and reliability.
- 1.6. **"Decision-Making Body"**: The body, as determined in the relevant PPA's decision, assigned to decide on the contract award and to take key decisions to resolve any issues which arise in that regard.
- 1.7. **"Infrastructure Equipment and Materials"** of article 13.2 to be incorporated into a construction project while it is implemented shall mean: i. infrastructure machinery, IT equipment, air conditioning units, coolers, electrical components (such as transformers, panels, and cables) etc. ii Materials refer specifically to components and consumables intended for integration into construction or maintenance projects.
- 1.8. **Offer folder (complete)**

An offer folder submitted by a candidate by the submission deadline, consisting of the required folders as specified in the tender/ invitation documents and where applicable, namely:

- (a) participation documents folder;
- (b) technical offer folder or declaration of acceptance of technical requirements; and
- (c) financial offer folder.

Completeness refers to the submission of all required folders by the deadline where applicable, as checked by the Evaluation Team, without unsealing or assessing / evaluating the content of the documents therein.

- 1.9. “Operational / Production Equipment”** of article 14.2 refers to Port Cranes and equipment, automotive machinery such as terminal tractors, trailers, rubber tyred cranes, forklift trucks, infrastructure, IT Equipment, data servers etc.
- 1.10. “Inquiry Procurement”** shall mean a simplified procurement method for standardized goods or services where market conditions are stable, specifications are uniform, and price fluctuations are minimal. Inquiry-Based Procurement involves soliciting price quotations from at least three suppliers from the contractors register who have pre – existing agreements with the Company without fixed pricing for the specific supplies and services. The procedure is outlined in Article 12.1.2 hereof.
- 1.11. “Minor Sub-Concessions”**: According to the provisions of article 9.3 of the Concession Agreement, Minor Sub-Concessions shall mean concessions to third parties to use any areas (whether inside or outside buildings) or to provide services within the Concession Perimeter including without limitation concessions of areas within the Shipyards at the Perama Ship Repair Zone but excluding Designated Sub-Concessions and Sub-Concessions in respect of (i) the operation of all or substantially all of any of the terminals specified in Section 3.3 or (ii) any of the services listed in Section 11.1 and 11.2 of the concession agreement where the cost to PPA of providing those services exceeded € 1,000,000 (in words: one million Euro) per annum
- 1.12. “No Bid”** shall mean the procedure outlined in Art. 12, where the Company does not apply the standard award procedures of Open Tender or Selected Bid Invitation prescribed in Articles 10 and 11.

- 1.13.** "Order" shall mean a No Bid procurement action under an existing framework agreement with predefined pricing and conditions, ensuring continuity in supply. The procedure is outlined in Article 12.1.4 hereof.
- 1.14.** "Open Bid " shall mean a published open tender procedure as outlined in Art. 10 hereof where any qualified supplier can submit an offer.
- 1.15.** "Outsourcing Services" or "Outsourcing" shall mean the award of a part of PPA's operational sector, whereby the said Legal Entity is entitled to provide services to the users of the port on behalf of the Company. This includes specific operational processes, distinct from consulting services.
- 1.16.** "Selected Bid Invitation" shall mean a bidding process where pre-qualified suppliers from an established register may submit offers according to the procedure outlined in Art. 11 hereof.
- 1.17.** "Services" shall mean the provision of Services to PPA by third parties, including but not limited to general maintenance services, Land/Sea Cleaning Services, Service Level Agreement Services, IT and related software services, consulting professional advisory services for financial, legal, audit, strategic project management consultancy, voucher services etc.
- 1.18.** "Single Source" shall mean a No Bid procurement method where a contract is awarded to a single supplier due to exclusivity, proprietary technology, or continuity needs, subject to price and quality negotiations as the procedure outlined in Article 12.1.2 hereof.
- 1.19.** "Studies" shall mean technical, environmental, IT design calculations and designs for civil, engineering works, marine/port projects.
- 1.20.** "Supplies" Shall mean goods and consumables of article 15, required for:b.1 daily company's operational needs (e.g. spare parts such as spreaders, cables, wire ropes, wheels, transformers, electrical panels, lubricants, fuel oils such as diesel, heating oil, petrol, etc., engines, motors, cables, safety cloths and protective equipment etc). b2. Stationary, supermarket supplies, etc where all above are distinct from materials of article 13.2 of procurement regulation which are incorporated into construction projects.

- 1.21. "Tender Management Team" or "TMT"** shall mean the team which manages the tender processes, drafting tenders, tender plans, promoting fair competition, and ensuring compliance with procurement policies
- 1.22. "Tender Evaluation Team" or "TET"** shall mean the team which is responsible for evaluating tenders independently ensuring transparency, fairness in alignment with tender requirements.
- 1.23. "Negotiation Team" or "NT"** shall mean the team which is responsible for carrying out negotiations based on set criteria, finalizing outcomes, and submitting reports for approval.
- 1.24. "Construction works and Investments Program":** As outlined in the Concession Agreement also referring to the new construction, expansion, reconstruction, minor repairs, and construction projects within project investments for terminals and their auxiliary buildings. This includes terminals, container yards, warehouses, production-use buildings, and facilities, as well as building renovation projects accounted for as fixed assets.
- 1.25. "Supplier Management Team" or "SMT"** shall mean the Company body which has the duties and competences assigned to it by decisions of the competent Company bodies. The team carries out supplier management under the SMT Leader, reviewing indicatively but not limited to supplier performance, classifications, and inclusion/exclusion in the Contractors Register.

ARTICLE 2 – SUBJECT AND SCOPE OF THE REGULATION

- 2.1.** Contracts which fall within the scope of the Regulation, including construction works in the Construction Works and Investments Program, must be assigned in accordance with the rules set out herein and the terms of each call for tenders and must be implemented in accordance with the terms of each Contract which is signed.
- 2.2.** The purpose of the Regulation is to ensure the Company's sustainable development and also to ensure the problem-free implementation, transparency and objectivity of award procedures for contracts falling within the scope of these Regulations, to promote fair competition, to achieve optimal use of resources and to prevent and adequately control and avert the risks the Company is exposed to.

ARTICLE 3 - CONTRACT AWARD GENERAL PRINCIPLES

- 3.1.** The award of PPA contracts is governed by the principles of transparency, publicity, equal treatment and impartiality, so that all interested parties –provided they meet the conditions laid down in each case considering the Company’s needs– have equal opportunities and rights, without any discrimination against them.
- 3.2.** The competent Company body specified in the provisions of Article 4 hereof can issue a reasoned decision cancelling a contract award procedure in whole or in part, suspend the tender procedure, not award the contract by declaring the procedure as non-successful when there are objective grounds for doing so, or when in its view conditions for adequate, fair competition have not arisen; though third parties will not have any claim for compensation on this ground.

ARTICLE 4 - ORGANISING PRINCIPLES IN CONTRACT AWARDS

- 4.1.** The Company is organised along inter-departmental lines on these matters and has developed comprehensive internal contract awards working procedures, policies and internal managing measures.
- 4.2.** The Suppliers Management Team, Tender Management Team, Tender Evaluation Team and Tender / Negotiation Team have the duties and competences assigned to them by decisions of the competent Company bodies.

CHAPTER II - REGULATORY SCOPE

ARTICLE 5 - SCOPE

The Regulation applies to award of the following types of contracts to the extent that they relate to Concession Assets:

- a. Construction works, and materials to be incorporated into a project while it is being implemented.
- b. Operational/ Production equipment.
- c. Supplies for daily operational needs.
- d. Provision of Services.

- e. Studies and designs.
- f. Outsourcing service agreements.
- g. Minor Sub-Concessions, as described herein.

ARTICLE 6 - EXCLUDED CONTRACTS

- 6.1.** The provisions of the Regulation do not apply to award procedures for contracts entered into by the Company in the following cases always subject to the conditions of Article 6.2 (except 6.1.d):
- a. Emergencies due to unforeseen events—disasters, accidents, material damage, or sudden production issues and disrupt port operations, threaten continuous service, or endanger Company safety if standard procurement procedures are followed. These may have caused or risk causing stoppages or critical failures. This exception applies only when, due to the aforementioned emergencies, normal procedures cannot meet operational needs, and no inventory or viable alternatives are available.
 - b. Continuation of the objective/ scope of a suspended contract as described in article 5 herein due to the previous Contractor being declared in forfeit or having abandoned the contract.
 - c. Following a tender procedure that has been declared unsuccessful, in terms of the level of interest expressed, disadvantageous terms, or unsuccessful in general.
 - d. Contracts whose financial value is up to € 3,000 (excl. taxes). In principle, suppliers shall be selected from the Contractors' Register.
 - e. For an already awarded framework agreement through open or selective bid procedure, a direct award may be made for one individual contract per contractor within the context of an already existing frame agreement provided that the contractual object remains the same, for a period up to six months and for a total amount not exceeding € 67,500.00 (excl. taxes).
 - f. Provision of legal services and provision of services falling into specialist/ scientific expert fields where the contractor is selected based on exceptional expertise, academic credentials, or recognized professional authority in a niche area, (i.e. University professors or researchers with internationally recognized contributions in

their field, Highly specialized engineers, auditors, or consultants in a unique technical domain etc).

g. Cases where requests originate from Governmental Bodies including Ministries.

6.2. In all the above cases of article 6 except 6.1.d, review and decision making is carried out in CEO meeting, where the Company may proceed with a direct award.

Before applying a direct award under Article 6, PPA must first examine the possibility of applying the procedures of Articles 11 (Selected Bid Invitation) and 12 (No Bid). If, after documented consideration, these procedures are found ineffective or inapplicable, a direct award may be justified. All decisions under Article 6 must be fully justified in writing.

The duration of contracts awarded under Art. 6.1. (especially under emergency circumstances described in 6.1.a) shall be limited to the minimum period necessary to mitigate the extraordinary circumstances in each specific case.

ARTICLE 7 - CALCULATING A CONTRACT'S ESTIMATED VALUE

7.1. Calculations of a contract's budget and value must be based on the total amount, excluding VAT or other taxes, as estimated by the Company, including any options or any renewals to the contract, as expressly specified.

7.2. In the case of contracts which are regular in nature or which are intended to be renewed within a given period, the overall amount shall be taken as the basis for calculating the contract's estimated value. This provision does not apply to Minor Sub-Concessions.

ARTICLE 8 - MIXED CONTRACTS

8.1. Mixed contracts which consist of contracts of different types, all of which fall within the Regulation, shall be awarded in accordance with the provisions which apply to the type of contract deemed to be the main subject matter of that contract.

8.2. The main subject matter shall be determined in principle based on whichever estimated value for the relevant contracts is highest, unless there are objective grounds justifying a contract of lesser value being accorded primary importance.

CHAPTER III - CONTRACT AWARD RULES

ARTICLE 9 - AWARD PROCEDURES

The Company can use the following types of procedure to award contracts covered by these Regulations:

- a) Open bid (Article 10)
- b) Selected bid invitation (Article 11)
- c) No bid (Article 12)

ARTICLE 10 - OPEN BID

- 10.1** The call for tenders is uploaded to the Company's website for sufficient time and in any other means of publicity considered appropriate to achieve the highest possible degree of publicity. The call for tenders remains published in accordance with the above for a reasonable time under the circumstances.
- 10.2** The call for tenders must contain a detailed description of the precise subject matter and the key terms of each contract to be awarded.
- 10.3** After the deadline specified in the call for tenders has elapsed, the evaluation procedure follows and the results of the tender procedure are approved and confirmed by the Decision-Making Body.
- 10.4** In case less than three complete offers – each including as applicable, the participation documents, the technical offer or declaration of acceptance of the technical requirements, and the financial offer - are submitted until the deadline set, then the procedure shall be deemed unsuccessful and shall be repeated.

If at least three such complete offers are submitted by the deadline, but during the evaluation process less than three are deemed eligible for unsealing their financial offers, PPA proceeds either:

- a. By initiating a competitive negotiation procedure, in which both the initial and improved financial proposals are unsealed simultaneously or

- b. By unsealing the eligible financial offer (s) and continuing the evaluation allowing for discussion/ negotiation of the offer only with the successful bidder.

Note: In case during tender repetition again less than three complete offers – each including as applicable, the participation documents, the technical offer or declaration of acceptance of the technical requirements, and the financial offer - are submitted until the deadline set, then evaluation procedure shall be carried out.

- 10.5** Any details of the contract award procedure, such as the selection criteria, tendering procedure, terms and conditions of participation and any other necessary modalities are set out in a decision of the Company's competent body, are included in the call for tenders and constitute the binding regulatory framework within which the tender procedure is conducted.
- 10.6** Following open tender procedures, where documentation related to participation/ technical qualifications, experience and financial adequacy have been reviewed for candidate eligibility, the winning supplier to whom the contract is awarded shall be admitted to the contractor's register under the relevant category.
- 10.7** Open Bid is conducted in one or two phases and interested parties can participate after an open call for tenders.

ARTICLE 11 – SELECTED BID INVITATION

A. Establishment of Selected Bidders/ Contractors Register

- 11.1** To create the Contractors' Register the Company publishes a call for expression of interest for inclusion in the Register. The call for inclusion in the Register sets out in detail the criteria and minimum competence requirements for inclusion that the candidate must meet for each category of contract as well as a detailed description of the precise subject matter of the category of contracts to be awarded.
- 11.2** The call for tenders remains available on the Company's website with or without a specified deadline set. Any interested party who meets the relevant criteria is entitled to express interest within the prescribed time frame in accordance with the terms of the Call.

- 11.3** The Register is updated at least annually by the competent body referred to in Article 4 hereof.
- 11.4** Any details of the contract award procedures, about how each Register is to be set up and tenders are to be submitted, the selection criteria, evaluation teams, participation terms and conditions, and all other necessary modalities must be laid down by decision of the Company's competent body and must be clearly included in the call for expressions of interest.
- 11.5** For the needs of No Bid / Inquiry Procurement process, suppliers already registered in the contractors register may be invited to sign preliminary cooperation agreements with PPA for supplies and services where the specifications and standards of the items are uniform and price fluctuations are minimal based on predefined technical and commercial requirements.

B. Award Procedure

- 11.6** For the purposes of award Procedure through Selected Bid Invitation, the call for expression of interest is sent only to the selected entities that have been included to the Register according to the provisions hereof, where a minimum of three (3) registered contractors/ suppliers are required per category for commencing the procedure.
- 11.7** In case less than three complete offers – each including as applicable, the participation documents, the technical offer or declaration of acceptance of the technical requirements, and the financial offer - are submitted until the deadline set, then the procedure shall be deemed unsuccessful and shall be repeated.

If at least three such offers are submitted by the deadline, but during the evaluation process less than three are deemed eligible for unsealing their financial offers, PPA proceeds either:

- a. By initiating a competitive negotiation procedure, in which both the initial and improved financial proposals are unsealed simultaneously or
- b. By unsealing the eligible financial offer (s) and continuing the evaluation allowing for discussion/ negotiation of the offer only with the successful bidder.

Note: In case during tender repetition again less than three complete offers – each including as applicable, the participation documents, the technical offer or declaration of acceptance of the technical requirements, and the financial offer - are submitted until the deadline set, then evaluation procedure shall be carried out.

ARTICLE 12 - NO BID

12.1 No Bid means the form of contract award, whereby the Company does not apply the award procedures prescribed in Art. 10 and 11 hereof, but the contract is awarded through:

12.1.1 "Inquiry": Inquiry Procurement is a No Bid process used for company daily operational needs for supplies and services and up to the amount of € 25.000 excl. vat, where the specifications and standards of the items are uniform and price fluctuations are minimal, the Company, at its discretion, must collect through standard procurement procedures at least three valid financial offers to be unsealed within a specified response timeframe. It is limited to suppliers in the Contractor's Register who have signed preliminary cooperation agreements with PPA. In case less than three valid financial offers are collected, then the procedure a. is repeated by inviting other relevant suppliers as per the above procedure until three valid financial offers are unsealed or b. other standard procurement procedure is followed (open bid, selective bid).

12.1.2 "Single Source": Procurement of goods, projects, or services may be conducted through single-source procurement if any of the following conditions are met: a) the supplier owns irreplaceable patterns or proprietary technology and resources, exclusive capability due to market, legal constraints b) due to compatibility, standardization requirements, for follow-up expansion, technical upgrades, repairs, spare parts supply, it is considered as necessary to order from the original supplier within a certain period for avoiding incompatibility or cause disproportionate technical difficulties during use and maintenance.

For the purposes of award to a single source supplier, negotiation procedures are carried out to ensure adequate quality, fair pricing, and compliance with specifications and requirements.

12.1.3 "Order" is carried out within the framework of long-term procurement agreements with price lists that have been awarded through open bid or selective bid.

12.2 No Bid procedure is only permitted when explicitly stated in the Regulation.

CHAPTER IV - AWARD METHOD FOR EACH CATEGORY OF CONTRACTS

ARTICLE 13 - AWARD OF CONSTRUCTION WORK CONTRACTS AND RELATED INFRASTRUCTURES

13.1 Without prejudice to Article 6 hereof, the following rules apply insofar as the award procedure for construction works is concerned:

- a) Where the value of the contract is equal to or over € 180,000, the Open Bid outlined in the provisions of Article 10 hereof must necessarily be followed.
- b) Where the value of the contract is below € 180,000, then the Company can opt at its discretion for either the Open Bid in accordance with the provisions of Article 10 hereof, or Selected Bid Invitation in accordance with the provisions of Article 11 hereof, or No Bid where applicable and according to the provisions of Article 12 hereof.

13.2 The following rules apply to the procurement of Infrastructure equipment and materials to be incorporated into a construction project while it is being implemented:

- a) Where the value of the contract is equal to or over € 180,000, the Open Bid outlined in the provisions of Article 10 hereof must necessarily be followed.
- b) Where the value of the contract is below € 180,000, then the Company can opt at its discretion for either the Open Bid in accordance with the provisions of Article 10 hereof, or Selected Bid Invitation, in accordance with the provisions of Article 11

hereof or No Bid where applicable and according to the provisions of Article 12 hereof.

By exception to the above, where the contracts mentioned in this Article are part of a main construction project with a total value equal to or exceeding €4,000,000 (exclusive of VAT), then all related individual contracts—including but not limited to studies, designs, supervision, project management, services, and equipment—must undergo the Open Bid procedures specified in Article 10.

ARTICLE 14 - AWARD OF CONTRACTS OF OPERATIONAL/ PRODUCTION EQUIPMENT

Without prejudice to Article 6 hereof, the following rules apply insofar as the award procedure for:

- 14.1 The following specific rules apply to contracts for operational/ production equipment not specifically regulated by Article 13.2 hereof:
- a) Where the value of the contract is equal to or over € 135,000, the Open Bid outlined in the provisions of Article 10 hereof must necessarily be followed.
 - b) Where the value of the contract is below € 135,000, then the Company can opt at its discretion for either the Open Bid in accordance with the provisions of Article 10 hereof, or Selected Bid Invitation in accordance with the provisions of Article 11 hereof or No Bid where applicable and in accordance with the provisions of Article 12 hereof.
- 14.2 By exception to the above, where the contracts mentioned in this Article are part of a main construction project with a total value equal to or exceeding €4,000,000 (exclusive of VAT), then all related individual contracts—including but not limited to studies, designs, supervision, project management, services, and equipment—must undergo the Open Bid procedures specified in Article 10.

ARTICLE 15 - AWARD OF CONTRACTS FOR SUPPLIES

Without prejudice to Article 6 hereof, the following rules apply insofar as the award procedure for:

- 15.1 The following specific rules apply to contracts for supplies for production and operation:
- a) Where the value of the contract is equal to or over € 180,000, the Open Bid outlined in the provisions of Article 10 hereof must necessarily be followed.
 - b) Where the value of the contract is below € 180,000, then the Company can opt at its discretion for either the Open Bid in accordance with the provisions of Article 10 hereof, or Selected Bid Invitation in accordance with the provisions of Article 11 hereof or No Bid where applicable and in accordance with the provisions of Article 12 hereof.

ARTICLE 16 - AWARD OF SERVICE CONTRACTS

Without prejudice to Article 6 hereof, the following rules apply insofar as the award procedure for

16.1 General Services, divestments services and Consulting Services

- a) Where the value of the contract is equal to or greater than € 180,000, then the Company can opt at its discretion for either the Open Bid Invitation in accordance with the provisions of Article 10 hereof, or Selected Bid Invitation in accordance with the provisions of Article 11 hereof.
- b) Where the value of the contract is below € 180,000 then the Company can opt at its discretion for either the Open Bid in accordance with the provisions of Article 10 hereof, or Selected Bid Invitation in accordance with the provisions of Article 11 hereof or No Bid where applicable and in accordance with the provisions of Article 12 hereof.

- 16.2 By exception to the above, where the contracts mentioned in this Article are part of a main construction project with a total value equal to or exceeding €4,000,000 (exclusive of VAT), then all related individual contracts—including but not limited to studies, designs,

supervision, project management, services, and equipment—must undergo the Open Bid procedures specified in Article 10.

ARTICLE 17 - AWARD OF STUDIES AND DESIGNS

- 17.1 Without prejudice to Article 6 hereof, the following rules apply insofar as the award procedure for studies is concerned:
- a) Where the value of the contract is equal to or over € 67,500, the Open Bid outlined in Article 10 hereof must necessarily be followed.
 - b) Where the value of the contract is below € 67,500, then the Company can opt at its discretion for either the Open Bid in accordance with the provisions of Article 10 hereof, or Selected Bid Invitation in accordance with the provisions of Article 11 hereof, or No Bid where applicable, in accordance with the provisions of Article 12 hereof.
- 17.2 By exception to the above, where the contracts mentioned in this Article are part of a main construction project with a total value equal to or exceeding €4,000,000 (exclusive of VAT), then all related individual contracts—including but not limited to studies, designs, supervision, project management, services, and equipment—must undergo the Open Bid procedures specified in Article 10.

ARTICLE 18 - AWARD OF OUTSOURCING SERVICES AGREEMENTS

Without prejudice to Article 6 hereof, the following rules apply insofar as the award procedure for Outsourcing service agreements is concerned:

- a) Where the value of the contract is equal to or over € 675,000.00, then the Company can opt at its discretion for either the Open Bid Invitation in accordance with the provisions of Article 10 hereof or Selected Bid Invitation in accordance with the provisions of Article 11 hereof.
- b) Where the value of the contract is below € 675,000.00, then the Company can opt at its discretion for either the Open Bid Invitation in accordance with the provisions of Article 10 hereof, or Selected Bid Invitation in accordance with the provisions of

Article 11 hereof, or No Bid where applicable, in accordance with the provisions of Article 12 hereof.

ARTICLE 19 - AWARD OF MINOR SUB-CONCESSIONS

19.1 Without prejudice to Article 6 hereof, the award procedure for Minor Sub-Concessions shall always be subject to the Open Bid in accordance with the provisions of Article 10 hereof, unless in cases the total value of the contract amounts up to € 40,000.00 per year (excl. taxes).

19.2 Procedures applicable to the management, termination and renewal as well as the relative, indicative contractual terms of Minor Sub-Concessions are published in PPA's website.

ARTICLE 20 – FINAL PROVISIONS

20.1 The maker of the present regulation retains the right to its final interpretation.

QUESTION 1

Regulation – 1st page – Definitions – Article 1.2 – Competitive Negotiation

Competitive Negotiation must always follow tender cancellation and this must be clearly defined in the text.

Suggestion:

- a. It is suggested a separate definition in Regulation's Definitions to be added regarding "Negotiations procedure" which takes place in No Bid procurement (Single Source), as outlined in article 12.1.2 of the Regulation, in order not to be confused with "Competitive Negotiations procedure".
- b. Competitive Negotiation with Candidates who fulfill the minimum participation & technical criteria set by the Call, always follows tender cancellation and this must be clearly defined in the text.

ANSWER 1

Competitive Negotiation is a definition mentioned within Article 1.2 of the regulation rather than an independent procedure and is further referenced in Articles 10.4 and 11.7. It constitutes the continuation of an Open or Selected Bid procedure, which has actually been conducted but resulted in insufficient competition.

By contrast, **Negotiations under No Bid procurement** is a mechanism/tool, provided in Article 12.1.2 of the Regulation. This is the starting point and applies mainly to cases where procurement is carried out with a **single supplier** due to the reasons mentioned such as irreplaceable patterns, proprietary technologies, or unique capabilities, compatibility, standardization etc. and where no competitive procedure has been conducted.

It is also mentioned in the **Working Manual**:

- i. **Within chapter 2 - Definitions** it is mentioned that Competitive Negotiation is strictly linked to Open/Selected Bid with insufficient competition.
- ii. **Within chapter 5, article 5.4.1.3** the internal procedural steps are mentioned for Single Source negotiations under No Bid procurement, highlighting that these are distinct and do not overlap with Competitive Negotiation.

Conclusion:

No further amendment is necessary

QUESTION 2

Regulation – 4th page – Definitions – Article 1.9 – Inquiry Procurement

“...Inquiry-Based Procurement involves soliciting price quotations from at least three suppliers from the contractors register *who have pre – existing agreements with the Company without fixed pricing for the specific supplies and services...*”

Which agreements are considered as pre-existing? Is this procedure mandatory? If a supplier is registered in the pool and has no pre-existing agreement with PPA, can he participate in the Inquiry Procurement or not?

Article 11.5 of the Regulation states that parties may be invited to sign a preliminary cooperation agreement, however, Article 12.1.1 refers to it as a necessary condition. Could you please clarify which of the two is in force?

Suggestion:

The phrase “... *who have pre – existing agreements with the Company without fixed pricing for the specific supplies and services...*” is suggested to be deleted as it significantly limits competition.

ANSWER 2

Inquiry Procurement is expressly defined in **Article 1.10 (previously 1.9, currently updated)** of the Regulation and further detailed in **Article 12.1.1** is one of the three available no bid mode procedures. It applies to **daily needs of the Company (amounting equal to or less than €25,000)** where specifications are uniform and price fluctuations are minimal.

The “**pre-existing agreements**” within Article 1.10 of the regulation refers specifically to **Preliminary Cooperation Agreements** described in **Article 11.5** of the Regulation. These agreements are signed with suppliers already included in the Contractors Register to confirm their **readiness and compliance** for No Bid/ inquiry procurement. Thus, the wording in Article 12.1.1 of the regulation requiring pre-existing agreements is consistent with Article 11.5.

The purpose of these agreements is not to restrict competition but to:

- i. **Pre-authorize suppliers** for quick-response needs, ensuring that uniform technical/quality standards are already in place.
- ii. **Replace fragmented awards** with a structured, transparent, and competitive process.
- iii. **Safeguard proportionality and rationality**, since only suppliers who have accepted the regulatory obligations of PPA may participate.

In reply to the above questions raised:

- i. **Pre-existing are the Preliminary Cooperation Agreements (Reg. Art. 11.5; Manual Ch. 5.4.1.2).**
- ii. **Mandatory:** A supplier must have signed such an agreement to participate in Inquiry Procurement (**Reg. Art. 12.1.1; Manual 5.4.1.1–5.4.1.2**).
- iii. If a supplier is in the Register but has **not** signed a Preliminary Cooperation Agreement, **he cannot participate** in Inquiry Procurement (one of the three no bid modes).
- iv. Suppliers registered in the contractors register are not obliged to sign such agreements; they “may be invited” since not all categories are suitable for the purposes where specifications are uniform and price fluctuations are minimal.

The **Working Manual** (Ch. 5.4.1.1–5.4.1.2) provides detailed procedural steps, confirming that:

- i. Inquiry Procurement is meant to **empower competition**, rather than limiting it, by broadening access to more suppliers under structured terms.
- ii. The agreements are **facilitation tools**, ensuring readiness and efficiency, rather than exclusivity.

Conclusion

The reference to “pre-existing agreements” is justified and necessary for regulatory clarity. It ensures that Inquiry Procurement is a **competitive tool** for daily operational needs for supplies and services.

Deleting this phrase would weaken structure, blur the separation from direct awards, and risk reducing transparency.

QUESTION 3

Regulation – 5th page – Definitions – Article 1.20 - TMT

TMT will be drafting tender plans only?? What about the Call for Tenders / IFSOs / RFQs documents??

Suggestion:

TMT’s main duty and responsibility is the tender text drafting. It is suggested the TMT definition to be corrected accordingly in order to include tender drafting.

ANSWER 3

It is clarified that the definition of **TMT (Tender Management Team)** is provided in **Article 1.20 (updated to 1.21)** of the Regulation. The Regulation intentionally provides a **high-level definition**, stating that the TMT “**manages the tender processes.**” This broad wording covers all stages of tender management and is not limited to drafting tender plans.

The detailed responsibilities of the TMT are set out in the **Working Manual (Art. 3.3.5, pp. 8–12)**, which explicitly includes:

- i. **Drafting tender documents** (Call for Tenders, IFSOs, RFQs, annexes, etc.),
- ii. **Preparing and monitoring tender plans,**
- iii. **Ensuring compliance with regulations and procurement principles,** and
- iv. **Promoting transparency and fair competition.**

Therefore:

- i. The Regulation gives a **concise, comprehensive definition.**
- ii. The Manual provides the **analytical breakdown of duties** (Arts. 3.3.5 and 5.2.2).

The wording in the Regulation has already been corrected (typo amendment: “tenders, tender plans”). For consistency, a minor editorial adjustment (“s” and a comma) will be added.

QUESTION 4

Regulation – 7th page –Article 4 – Organizing Principles in Contracts Awards

The TMT, TET, SMT Establishment Decisions (referenced in Article 4 of the new Regulation) which include duties and competencies are in contradiction with the corresponding provisions of the Procurement Manual which change the specific duties and competencies

Suggestion:

It must be clarified asap if the TMT, TET, TNT Establishment Decisions are still in force.

If the Decisions are still in force, the contradictory parts of the relevant teams' duties and responsibilities in all documents should be traced and corrected accordingly.

ANSWER 4

It is clarified that under the **Regulation (Art. 4.2)**, the **Supplier Management Team (SMT), Tender Management Team (TMT), Tender Evaluation Team (TET), and Tender Negotiation Team (TNT)** are established by **decisions of the competent Company bodies**, which also assign their duties and competences.

Following **CEO Decision No. 261/2025** (approval of the updated Contracts & Sub-Concessions Regulation and of the Internal Procurement Procedures Working Manual), all **previous establishment decisions defining duties and responsibilities** of SMT, TMT, TET, and TNT are **superseded/ replaced**.

The Organization of procurement management and the duties and responsibilities of related teams are specifically described in great detail within article 3 of the working manual, pages 7-12.

Conclusion:

Duties and responsibilities of TMT, TET, SMT, and TNT are **fully governed by Article 4.2 of the Regulation and detailed in Ch. 3.4 of the Working Manual**. This ensures consistency and removes overlaps with past decisions.

QUESTION 5

Regulation – 8th page –Article 6.1.g – Excluded Contracts

The excluded cases as *"...Cases where requests originate from Governmental Bodies including Ministries..."*.

To be checked by Legal perspective if simply the origin of a request for procurement constitutes solid reason for being considered as an excluded contract.

Suggestion:

Article 6.1.g. is suggested to be deleted as it creates regulatory risks (possible breach of Code of Conduct) and eliminates transparency.

ANSWER 5

It is clarified that requests originating from Government Bodies are included as potentially excluded contracts and eligible for direct award, because in many cases these requests have to do with regulatory requirements that must be fulfilled by PPA immediately.

Even if there is no specific regulatory requirement involved, in most cases a request from the competent Authorities, especially when it has to do with port operation, should be dealt with as soon as possible, in the spirit of full compliance and cooperation.

This is the justification why such requests must be included as potential direct award contracts. It does not mean that a direct award is mandatory in these cases, just a legitimate option to be considered by PPA, within the frame of implementation of the Regulation and the Manual.

Further more It is clarified that:

1. **No automatic exemption applies.** Article 6.1.g does not itself grant direct award status to Ministry/ Government Bodies-originated requests. It merely recognizes them as *potential* cases where Article 6 may be applicable.
2. **Priority to competitive procedures.** In line with Article 6.2 of the Regulation, before a direct award is considered, PPA must first examine the feasibility of Selected Bid (Art. 11) or No Bid (Art. 12). Only if these are documented as inapplicable or ineffective may a direct award be pursued.
3. **Transparency and control safeguards remain intact.** All decisions under Article 6 require:
 - i. **Written justification and documentation** by the applicant department (Working Manual, Art. 5.5.8),
 - ii. **CEO meeting approval** in a formal decision meeting (Regulation Art. 6.2).
4. **Purpose of inclusion.** The provision ensures that PPA can respond in a timely and compliant manner to legally binding or operationally urgent Government/Ministry requests, while remaining within the Regulation's control framework.

Conclusion:

Article 6.1.g does not create regulatory risks nor possible breach of Code of Conduct and does not eliminate transparency. It establishes a legitimate option for PPA to address Government-originated requests, always subject to documented justification, prior examination of alternative procedures, and CEO meeting approval. Its retention is therefore necessary for regulatory responsiveness, without undermining transparency or compliance.

QUESTION 6

Regulation – 9th page – Article 6.2 – Excluded Contracts

“...CEO meeting...”

Suggestion:

To be amended accordingly: CEO/Chairman meeting or more precisely: competent Top Management meeting.

ANSWER 6

It is clarified that within **Article 6.2** of the Regulation provides that, in all cases of Article 6 (except 6.1.d), the **review and decision-making** on excluded contracts is carried out in a **“CEO meeting”**, where the Company may decide to proceed with a direct award.

The term “CEO meeting” reflects the Company’s **internal decision-making framework**. According to **Article 4 of the Regulation**, decisions on procurement processes are assigned to the **competent Company bodies**, with the CEO exercising final approval authority unless otherwise delegated.

The **Working Manual** confirms that in cases of excluded contracts, all proposals are **escalated to Top Management** for review and decision, ensuring control and transparency. The precise designation of the competent body is therefore **a matter of internal terminology**.

Conclusion:

Article 6.2 already ensures that excluded contracts are subject to **Top Management review**. The reference to “CEO meeting” is sufficiently clear, as it covers the competent Company body under Article 4. Procurement Department will follow the instructions of Top Management at all times.

No substantive amendment is required

QUESTION 7

Regulation – 9th page –Article 6.2 – Excluded Contracts

“...to the minimum period necessary to mitigate the extraordinary circumstances in each specific case...”.

How will the minimum period necessary be defined?

Which will be the competent corporate body to decide / approve this minimum time period?

Suggestion:

The last section of Article 6.2. regarding the duration of the excluded contracts is suggested to be deleted as it is very general (vague) and cannot be standardized in order to be included as part of a Regulation.

ANSWER 7

It is clarified that the requirement in **Article 6.2** that the duration of excluded contracts **“shall be limited to the minimum period necessary to mitigate the extraordinary circumstances in each specific case”** ensures that emergency-driven direct awards cannot be indefinite, thus ensuring proportionality and rationality.

In practice:

- i. The **applicant department** is responsible to **propose and justify** the minimum period required, based on the circumstances of the emergency due to its knowledge and competency.
- ii. The **competent decision-making body** (CEO meeting as per Art. 6.2 in combination with Art. 4 of the regulation) is responsible for **review and approval** of the proposed duration.

- iii. Within article 5.5.8 of the **Working Manual**, it is clarified that justification for direct awards under Article 6 must include both the reason for exclusion and the proposed duration, ensuring that time limits are **reviewed, approved, and documented**.

Conclusion:

The clause in Article 6.2 does not create vagueness but instead establishes a **safeguard** to prevent indefinite or disproportionate emergency contracts. The **applicant department proposes** the minimum period, and the **competent Top Management Body approves** it, ensuring transparency, proportionality and rationality.

QUESTION 8

Regulation – 11th page –Article 10.4 – Open Bid

Until the deadline set, PPA knows only if the offers are **duly submitted** or not.

Without having unsealed the offers PPA cannot guess if the unsealed / locked offers are **valid** or not.

Suggestion:

It is suggested the word “valid” to be replaced by the phrase “duly submitted”.

ANSWER 8

In **Article 10.4** of the Regulation (Open Bid), the earlier reference to “valid” offers has already been replaced with the defined term “**complete offers**” in the updated Regulation.

- i. **Regulation Reference:** Article 1.8 provides the definition of “complete offer,” ensuring clarity and consistency. Article 10.4 now refers explicitly to “complete offers,” meaning those duly submitted in full compliance with the requirements of the Call.
- ii. **Amendment History:** This correction was formally introduced to Top Management in June 2025, with the definition and rationale explained in detail during the Regulation presentations of **11 July and 19 July 2025**.
- iii. **Working Manual Alignment:** The Manual also uses the term “complete offers” consistently, reinforcing the Regulation and removing any ambiguity.

Conclusion:

The terminology has already been corrected. “Valid” has been replaced by “**complete offer**” (Reg. Art. 1.8; 10.4), which is the precise and consistent term across both Regulation and Manual. No further amendment is required.

QUESTION 9

Regulation – 11th page –Article 10.4 – Open Bid

“...then the procedure shall be deemed unsuccessful and shall be repeated...”
This phrase obliges PPA S.A. to proceed to tender repetition and PPA S.A. has no other alternative.

Suggestion:

It should be amended as follows:
“PPA reserves the right to proceed with tender cancellation and repetition, if competently decided.”

ANSWER 9

It is clarified that according to the provisions of article 10.4 of the regulation during **first upload** of the tender:

“ In case less than three complete offers – each including as applicable, the participation documents, the technical offer or declaration of acceptance of the technical requirements, and the financial offer - are submitted until the deadline set, then the procedure shall be deemed unsuccessful and shall be repeated.....”

This provision establishes **tender repetition as a safeguard**, ensuring that competition is reattempted whenever an Open Bid has no sufficient result.

Therefore, **repetition** is the **default safeguard** during first upload in open tender procedures, preventing limited competition.

Conclusion:

The Regulation does not limit PPA exclusively to repetition. **Repetition (Art. 10.4)** guarantees a new competition if less than three complete offers are received.

No amendment is required.

QUESTION 10

Regulation – 11th page –Article 10.4 – Open Bid

If less than three Candidates are deemed eligible for unsealing their financial offers, the c. option of tender cancellation has been disregarded within the new Regulation.

Suggestion:

The option c. of tender cancellation should be added.

ANSWER 10

It is clarified that according to the provisions of article 10.4 of the regulation where the whole relevant part is included for consistency, clarity and for highlighting the alternatives and flexibility of the regulation:

“

If at least three such complete offers are submitted by the deadline, but during the evaluation process less than three are deemed eligible for unsealing their financial offers, PPA proceeds either:

- a. By initiating a competitive negotiation procedure, in which both the initial and improved financial proposals are unsealed simultaneously or*
- b. By unsealing the eligible financial offer (s) and continuing the evaluation allowing for discussion/ negotiation of the offer only with the successful bidder.*

Note: *In case during tender repetition again less than three complete offers – each including as applicable, the participation documents, the technical offer or declaration of acceptance of the technical requirements, and the financial offer - are submitted until the deadline set, then evaluation procedure shall be carried out.*

.....”

Concerning the suggestion to add **option c: tender cancellation**, it is highlighted that if less than three candidates are deemed eligible for unsealing financial offers, the Regulation provides two options:

- a) initiate a competitive negotiation procedure, or
- b) unseal the eligible financial offers and proceed with evaluation/negotiation with the successful bidder.

However, **Article 3.2 of the Regulation (“Contract Award General Principles”)** already provides this authority:

- i. The competent Company body (as defined in Art. 4) may issue a reasoned decision to **cancel** a procedure, in whole or in part, suspend the procedure, or declare it non-successful where adequate, fair competition has not been achieved.
- ii. This safeguard applies to **all award procedures**, including Open Bid.

Therefore:

- i. **Within article 10.4** there are two specific **procedural options** specific to the case of three submitted but less than three eligible offers.
- ii. **Tender cancellation** remains a **general right under Article 3.2**, and does not need to be repeated in Article 10.4.
- iii. The **Working Manual** also reflects this structure, confirming cancellation as a standing option whenever objective grounds exist.

Conclusion:

No amendment is required.

QUESTION 11

Regulation – 11th page –Article 10.4.a – Open Bid

“...By initiating a competitive negotiation procedure...”

Suggestion:

To proceed to a competitive negotiation procedure the tender needs to be prior cancelled. It is suggested to be rephrased.

ANSWER 11

Article 10.4.a provides that if less than three candidates are eligible for unsealing financial offers, PPA may proceed **“by initiating a competitive negotiation procedure.”**

This is fully consistent with **Article 1.2 (Definitions – Competitive Negotiation)**, which establishes that competitive negotiation is **not a new or separate procedure**, but rather a **continuation of the Open Bid procedure** in cases of insufficient competition.

Accordingly:

- i. **No cancellation is required** before entering competitive negotiation. The Open Bid procedure remains in force;
- ii. The **Working Manual (Ch. 5.2.5.1)** confirms this procedural flow, clarifying that competitive negotiation directly follows without the need for prior cancellation.

Conclusion:

Article 10.4.a is already correctly phrased. Competitive negotiation is the **procedural continuation of an Open tender**.

Cancellation is not required and would contradict the Regulation’s logic (**Reg. Art. 1.2; 10.4.a; Working Manual article 5.2.5.1**).

QUESTION 12

Regulation – 11th page –Article 10.4.b – Open Bid

“...By unsealing the eligible financial offer(s) and continuing the evaluation allowing for discussion/ negotiation of the offer only with the successful bidder....”

Suggestion:

Only discussion of price is allowed after the successful completion of a tendering procedure.

The negotiation of an offer is allowed only after the cancellation of the tender.

It is not allowed to update or change tender terms at the end of a successful tender procedure.

Taking into account all the above, it is suggested the phrase to be updated as follows:

“...By unsealing the eligible financial offer(s) and continuing the evaluation, allowing for discussion of the offered price only with the successful bidder....”

ANSWER 12

It is clarified that according to the provisions of article 10.4.b of the regulation, if less than three candidates are eligible, PPA may proceed **“by unsealing the eligible financial offer(s) and continuing the evaluation allowing for discussion/negotiation of the offer only with the successful bidder.”**

This provision is consistent with the Regulation and with practice under **Article 5.2.6.1 of the Working Manual**, which allows for **discussions/negotiations with the successful bidder during the evaluation process** to finalize terms for the benefit of PPA, without altering or reducing the original offer.

Kindly note that

- i. The **tender is not considered completed** until results are introduced and approved competently. Evaluation and TMT review stages are still intermediate parts of the tender process.
- ii. **Tender terms are not changed or updated** at this stage; discussions/negotiations are meant for clarifications or improvements within the scope of the submitted offer.
- iii. There is **no general rule that negotiations can occur only after cancellation**; the Regulation explicitly authorizes discussions/ negotiations under Art. 10.4.b.

Conclusion:

The current wording of Article 10.4.b does not alter the terms of the tender and is explicitly foreseen by the Regulation (**Reg. Art. 10.4.b; Manual 5.2.6.1**).

No amendment is required.

QUESTION 13

Regulation – 11th page –Article 10.4. Note– Open Bid

The Note paragraph of Article 10.4 obliges PPA S.A.to proceed to evaluation during 1st tender repetition and PPA S.A. has no other alternative.

Suggestion:

It **should be amended as follows:**
“...then PPA reserves the right to carry out evaluation, if competently decided...”

ANSWER 13

It is clarified that according to the provisions of article 10.4 of the regulation, where during repetition **again** less than three complete offers are submitted by the deadline, then **the evaluation procedure shall be carried out**.

The purpose of this clause is to **prevent endless re-tendering** and ensure that PPA can proceed with evaluation when **repeated attempts** fail to generate sufficient competition.

At the same time, the Regulation already preserves flexibility:

- i. **Article 3.2** allows the competent Company body to **cancel, suspend, or declare the procedure non-successful** if there are objective grounds or inadequate conditions for fair competition.
- ii. Thus, while the Note obliges evaluation after a failed repetition, **cancellation remains a parallel safeguard** under Article 3.2.

Conclusion:

The Note to Article 10.4 is correctly phrased. It ensures evaluation proceeds after a failed repetition to avoid indefinite retendering.

The current framework is balanced and transparent; no amendment is required.

QUESTION 14

Regulation – 11th page – Article 10.6. – Open Bid

To register a winning supplier under a single category of a Supplier Pool that PPA has pre-decided for him, without his written consent, creates major risks for PPA. Additionally, if this provision is entered as an obligatory participation term in tenders, this reduces competition as it excludes Candidates that may want to participate in the open tender procedure but at the same time do not wish to participate in a Supplier Pool Tender.

This is the reason why (until now) the Supplier Pools Establishment Tenders were tenders that were held separately.

Suggestion:

The whole Article 10.6. is suggested to be deleted.

ANSWER 14

It is clarified that according to the provisions of article 10.6 of the Regulation “Following open tender procedures, where documentation related to participation, technical qualifications, experience, and financial adequacy have been reviewed for candidate eligibility, the winning supplier to whom the contract is awarded shall be admitted to the contractor’s register under the relevant category.”

This provision strengthens transparency and expands supplier participation rather than **creating risks** for PPA because of :

1. Regulatory Safeguards:

- i. The Regulation is published, and the requirement is stated in the Call.
- ii. Admission is linked to an **actual awarded contract**, meaning the supplier has already undergone full eligibility review.

2. Supplier Benefits:

- i. Registration ensures that the winning supplier is included in the Contractors Register, making him subject to **evaluation and categorization** under PPA’s procedures, with clear accountability.
- ii. This addresses prior issues where suppliers requested to join the Register after open tenders but could not be admitted due to procedural limitations.

3. Competition & Transparency:

- i. Competition is enhanced **rather than reduced**, since inclusion in the Register does not exclude any candidate from tendering.
- ii. On the contrary, the process **enlarges the Contractors Register**, broadens competition in future Selected Bid Invitations, and is fully transparent.

Conclusion:

Article 10.6 ensures that suppliers awarded contracts through open tenders are automatically admitted to the Contractors Register, thereby strengthening oversight, evaluation, and competition.

Deletion is not considered beneficial for PPA.

QUESTION 15

Regulation – 12th page –Article A.11.5. – Selected Bid Invitation

Which are these preliminary cooperation agreements?

Are the same agreements mentioned in previous part of the Regulation as pre-existing agreements?

Is this procedure mandatory? If a supplier is registered in the pool and has no preliminary cooperation agreement with PPA, can he participate in the no bid/inquiry procurement or not?

Article 11.5 of the Regulation states that parties may be invited to sign a preliminary cooperation agreement, however, Article 12.1.1 refers to it as a necessary condition. Could you please clarify which of the two is in force?

Suggestion:

The article 11.5 is suggested to be deleted as it significantly limits competition.

ANSWER 15

Please also refer to answer 2.

It is clarified that according to the provisions of article 11.5 of the Regulation suppliers may be invited to sign **Preliminary Cooperation Agreements for the needs of one of the three No Bid mode options that is Inquiry mode**. These are the same agreements referenced in the Regulation as “**pre-existing agreements**” of **article 1.10 and article 12.1.1** of the regulation.

Considering:

A. **The Purpose:**

Preliminary Cooperation Agreements are **facilitation tools** rather than restrictive ones. They:

- i. Confirm a supplier’s readiness to participate quickly in low-value inquiries (equal to or less than €25,000).
- ii. Ensure compliance with PPA standards, avoiding repeated document checks.
- iii. Replace fragmented direct awards with a structured and transparent process.

B. **Regulatory framework:**

- i. **Art. 11.5** establishes the framework for inviting suppliers to sign Preliminary Cooperation Agreements.
- ii. **Art. 12.1.1** makes such agreements a **necessary condition** for participation in **No Bid/Inquiry Procurement**.
- iii. Therefore, the two provisions are consistent: Article 11.5 allows entry into such agreements, and Article 12.1.1 makes them mandatory for suppliers wishing to participate in Inquiry Procurement.

C. **Participation:**

If a supplier is in the Contractors Register but has not signed a Preliminary Cooperation Agreement, **he cannot participate in Inquiry Procurement** (Reg. 12.1.1; Manual 5.4.1.1–5.4.1.2).

D. **Working Manual:**

Within the Manual (articles. 5.4.1.1–5.4.1.2) the role of these agreements in Inquiry Procurement are explicitly described and justified, confirming they broaden structured competition and ensure proportionality.

Conclusion:

Article 11.5 should not be deleted. It establishes the legal basis for Preliminary Cooperation Agreements, which are essential for the operation of Inquiry Procurement (Art. 12.1.1). These agreements reduce direct awards, broaden competition, and safeguard transparency.

QUESTION 16

Regulation – 13th page –Article B.11.7. – Selected Bid Invitation

Until the deadline set, PPA knows only if the offers are **duly submitted** or not.

Without having unsealed the offers PPA cannot guess if the unsealed / locked offers are **valid** or not.

Suggestion:

It is suggested the word “valid” to be replaced by the phrase “duly submitted”.

ANSWER 16

Please refer to **Answer 8**.

QUESTION 17

Regulation – 13th page –Article B.11.7. – Selected Bid Invitation

“...then the procedure shall be deemed unsuccessful and shall be repeated...”

This phrase obliges PPA S.A. to proceed to tender repetition and PPA S.A. has no other alternative.

Suggestion:

It should be amended as follows:

“PPA reserves the right to proceed with tender cancellation and repetition, if competently decided.”

ANSWER 17

It is clarified that according to the provisions of article 11.7 of the regulation during **first attempt** of the selected bid invitation:

“ In case less than three complete offers – each including as applicable, the participation documents, the technical offer or declaration of acceptance of the technical requirements, and the financial offer - are submitted until the deadline set, then the procedure shall be deemed unsuccessful and shall be repeated.....”

This provision establishes **repetition as a safeguard**, ensuring that competition is reattempted whenever the selected bid invitation has no sufficient competition result.

Therefore, **repetition** is the **default safeguard** during first attempt in selected bid procedures, preventing limited competition.

According to the provisions of article 5.3 of the working manual:

The applicant / controlling department which has indicated list of candidates from the Contractors Register for offer submission during selected bid invitation procedure, has the responsibility to ensure their readiness to submit offer or interest expressed, that the proposed candidates are technically qualified, there are no apparent conflicts for participating and intend to submit complete offers.

Conclusion:

For the above reasons, no amendment is required.

QUESTION 18

Regulation – 13th page –Article B.11.7. – Selected Bid Invitation

If less than three Candidates are deemed eligible for unsealing their financial offers, the c. option of tender cancellation has been disregarded within the new Regulation.

Suggestion:

The option c. of tender cancellation should be added.

ANSWER 18

According to the provisions of article 11.7 (Selected Bid Invitation) of the regulation where the whole relevant part is included for consistency, clarity and for highlighting the alternatives and flexibility of the regulation:

“

If at least three such offers are submitted by the deadline, but during the evaluation process less than three are deemed eligible for unsealing their financial offers, PPA proceeds either:

- a. By initiating a competitive negotiation procedure, in which both the initial and improved financial proposals are unsealed simultaneously or*
- b. By unsealing the eligible financial offer (s) and continuing the evaluation allowing for discussion/ negotiation of the offer only with the successful bidder.*

Note: *In case during tender repetition again less than three complete offers – each including as applicable, the participation documents, the technical offer or declaration of acceptance of the technical requirements, and the financial offer - are submitted until the deadline set, then evaluation procedure shall be carried out.*

.....”

However, **Article 3.2 of the Regulation (“Contract Award General Principles”)** already provides this authority:

- iii. The competent Company body (as defined in Art. 4) may issue a reasoned decision to **cancel** a procedure, in whole or in part, suspend the procedure, or declare it non-successful where adequate, fair competition has not arisen.
- iv. This safeguard applies to **all award procedures**, including Open Bid.

Therefore:

- iv. **Within article 11.7** there are two **procedural options** specific to the case of three submitted but less than three eligible offers.
- v. **Selected Bid cancellation** remains a **general right under Article 3.2**, and does not need to be repeated in Article 11.7.
- vi. The **Working Manual** also reflects this structure, confirming cancellation as a standing option whenever objective grounds exist.

Conclusion:

No amendment is required.

QUESTION 19

Regulation – 13th page –Article B.11.7. – Selected Bid Invitation

“...By initiating a competitive negotiation procedure...”

Suggestion:

To proceed to a competitive negotiation procedure the tender needs to be prior cancelled. It is suggested to be rephrased.

ANSWER 19

Please refer to answer 11.

QUESTION 20

Regulation – 13th page –Article B.11.7. – Selected Bid Invitation

“...By unsealing the eligible financial offer(s) and continuing the evaluation allowing for discussion/ negotiation of the offer only with the successful bidder....”

Suggestion:

Only discussion of price is allowed after the successful completion of a tendering procedure.

The negotiation of an offer is allowed only after the cancellation of the tender.

It is not allowed to update or change tender terms at the end of a successful tender procedure.

Taking into account all the above, it is suggested the phrase to be updated as follows:

“...By unsealing the eligible financial offer(s) and continuing the evaluation, allowing for discussion of the offered price only with the successful bidder....”

ANSWER 20

Please refer to answer 12

QUESTION 21

Regulation – 13th page –Article B.11.7. Note – Selected Bid Invitation

The Note paragraph of Article B.11.7. obliges PPA S.A. to proceed to evaluation during 1st tender repetition and PPA S.A. has no other alternative.

Suggestion:

It should be amended as follows:

“...then PPA reserves the right to carry out evaluation, if competently decided...”

ANSWER 21

Please refer to answer 13

QUESTION 22

Regulation – 14th page –Article 12.1.1. – Inquiry

Until the deadline set, PPA knows only if the offers are **duly submitted** or not.

Without having unsealed the offers PPA cannot guess if the unsealed / locked offers are **valid** or not.

Suggestion:

It is suggested the word “valid” to be replaced by the phrase “duly submitted”.

It is recommended that a dedicated section is included addressing “the competitive dialogue/negotiation” procedure, in the event that prerequisites of article 10.4 are met. In such cases the tenders shall first be cancelled after which a negotiation procedure may be initiated with the technically eligible candidates who have expressed their willingness to participate.

ANSWER 22

Please refer to answers 8 and 16.

QUESTION 23

Regulation – 14th page –Article 12.1.1. – Inquiry

Which are these preliminary cooperation agreements?

Are the same agreements mentioned in previous part of the Regulation as pre-existing agreements?

Is this procedure mandatory? If a supplier is registered in the pool and has no preliminary cooperation agreement with PPA, can he participate in the no bid/inquiry procurement or not?

Article 11.5 of the Regulation states that parties may be invited to sign a preliminary cooperation agreement, however, Article 12.1.1 refers to it as a necessary condition. Could you please clarify which of the two is in force?

Suggestion:

It is suggested the phrase “*...who have signed preliminary cooperation agreements with PPA...*” as it significantly limits competition.

ANSWER 23

Please refer to answers 2 and 15

QUESTION 24

Regulation – 19th page –Article 20. – Final Provisions

“...The maker of the present regulation retains the right to its final interpretation...”

- a. Who is the maker of the present Regulation?
- b. Why only the maker of the present Regulation has the right to its final interpretation? and
- c. Why the specific statement is so critical and should be included as an article – provision of a Procurement Regulation? To serve what exactly?

Suggestion:

The article 20.1. “*...The maker of the present regulation retains the right to its final interpretation...*” is suggested to be deleted as irrelevant to the scope of a Procurement Regulation.

ANSWER 24

Article 20.1 (Final Provisions) states that “**the maker of the present Regulation retains the right to its final interpretation.**”

a. Who is the maker?

The **maker** of the regulation is the Procurement department, where the regulation is issued and approved by **PPA S.A. as the competent authority**. The drafting process was carried out by the Procurement Department and in cooperation with the Legal Department under the instructions and supervision by Top Management.

b. Why does the maker retain interpretative authority?

- i. The clause ensures that interpretation of the Regulation is handled in a **centralized and uniform way**.
- ii. **Interpretation and clarifications are issued by Procurement in collaboration with the Legal Department, under the supervision and approval of PPA.**
- iii. This guarantees both consistency of application across departments and legal compliance.

c. Why is the clause critical?

- i. It prevents inconsistent interpretations by individual departments, which could lead to procedural disputes or audit risks.
- ii. By formally granting interpretative authority in Procurement (maker), **checked by Legal oversight competently**, the clause ensures internal consistency without undermining transparency.

Conclusion:

The clause in Article 20.1 ensures that interpretation of the Regulation is **centralized in PPA S.A.**, coordinated by Procurement, subject to **Legal Department oversight competently**, rather than granting unilateral authority to Procurement.

Deletion would risk fragmented interpretation and weaken regulatory certainty.