

EYDAP S.A. SALE OF SURPLUS/OBSOLETE MATERIALS (BIDDING PROCEDURES) REGULATIONS

Article 1

Scope

These Regulations apply in cases where all manner of surplus or obsolete materials, moveable assets and consumables of EYDAP S.A. are sold.

For the purposes of these Regulations “materials” means all manner of materials, moveable assets and consumables capable of being sold.

Article 2

Recording obsolete materials or scrap

1. The Warehouse Service keeps a record of obsolete materials and scraps in stock.
In addition, any organisational unit within EYDAP S.A. may record for sale any materials in its possession.
2. It must periodically submit lists of materials proposed for characterisation as such to the Materials Evaluation and Classification Committee referred to in Article 3 of these Regulations.

Article 3

Establishment and competences of the Materials Evaluation and Classification Committee

1. The Materials Evaluation and Classification Committee consists of three members and shall be established for two (2) years by decision of the CEO of EYDAP S.A. following a joint proposal from the General Managers for Water Supply, Sewerage, Coordination and Support, and Digital Transformation.
2. It shall meet within a reasonable time period each time a list of material is submitted for characterisation.

3. The committee is responsible for characterising materials as:

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- for sale
- for re-use
- for scrapping and disposal for recycling.
- It is also responsible for grouping similar materials together for sale or disposal or recycling.

Article 4

Decision to sell materials and sale procedures

1. The sale of the materials characterised as “for sale” in accordance with the previous Article and the starting price shall be approved by the Board of Directors or the body authorised by it, on a recommendation from the Warehouse and Transport Division or the Divisions responsible for materials and tangible assets respectively.
2. No materials can be sold if they have not been duly characterised and included in the category “materials for sale”.
3. Materials are sold using a highest bidder procedure, whether electronic or not, or by direct sale in cases where that is provided for in these Regulations.

An online procedure must be used when the estimated value is over € 60,000.00.

Article 5

Publicity for highest bidder procedures

1. The Procurement Department is appointed as responsible for preparing the notice and conducting the highest bidder procedure. The bid documents shall be approved by the CEO, irrespective of the amount involved, even those whose estimated value falls within the competence of the Board of Directors.
2. The minimum deadline for publication of the notice is 15 calendar days.
3. The procedure shall be disseminated by publishing a contract notice that includes the essential elements of the procedure in at least two daily financial newspapers in wide-ranging circulation.

4. The full notice for the procedure shall be posted on the EYDAP S.A.'s official website.
5. Publication expenses shall be borne by EYDAP. S.A.
6. The Buyers concerned may visit the areas where the materials for sale are stored on specific dates in accordance with the terms of the notice in order to learn about their condition.

Article 6

Eligible participants

1. Natural or legal persons -and in the case of groupings of economic operators, their members- established in:
 - a) a Member State of the European Union;
 - b) a Member State of the European Economic Area (EEA).
 - c) third countries which have signed and ratified the GPA to the extent that the public contract to be awarded is covered by Annexes 1, 2, 4 and 5 and the general notes relating to the European Union in Appendix I of that Agreement and
 - d) third countries which are not covered by subparagraph c of this paragraph which have signed bilateral or multilateral agreements with the Union on public procurement issues.
2. Groupings of economic operators, including temporary groupings, do not need to have a specific legal form for the purpose of submitting a bid.
3. Where a bid is submitted by a grouping of economic operators, all members shall be jointly and severally liable to the Contracting Authority.

Article 7

Sales Committee

1. The competent advisory body (the Sales Committee) established for each highest bidder procedure by decision of the CEO in accordance with the regulatory framework laid down by EYDAP S.A. which applies to the establishment of committees for the supply of goods and services, shall consist of 3 members.

2. The competences of the Sale Committee are:
 - a. to conduct the highest bidder procedure in accordance with Article 13 hereof;
 - b. to prepare the award report;
 - c. to notify the award decision;
 - d. to conduct a direct sale should the bidding procedure be declared a failure.

Article 8

Guarantees/bonds

1. Guarantees shall be issued by credit or financial institutions or insurance undertakings within the meaning of Article 14(1)(b) and (c) of Law 4364/2016, which operate lawfully in Member States of the European Union or the European Economic Area or states which are parties to the Government Procurement Agreement (GPA) and which are entitled under the applicable provisions to do so. They may also be issued by the ETAA - TMEDE Fund where that is feasible, or may be provided in the form of a deposit note from the Deposits and Loans Fund, provided the relevant amount is deposited with it. Where a deposit note from the Deposits and Loans Fund is issued, the interest coupons or dividends which mature during the term of the guarantee shall be returned after they expire to the economic operator in whose favour the guarantee was issued.
2. In the case of a grouping of economic operators, the guarantee shall include a term that the guarantee covers the obligations of all members of the grouping.
3. Guarantees shall be seized by EYDAP S.A. in the event of breach of obligations by participants or the highest bidder deriving from their participation in the bidding procedure, from failure to sign the contract or improper performance of its terms.
4. EYDAP S.A. shall contact the issuers of guarantee letters in order to ascertain their validity.
5. If the guarantee letters are found to be forged, the bidder shall be disqualified from the bidding procedure and EYDAP S.A. take all measures required by law to safeguard its legitimate interests.

Article 9

Participation Bond

1. Bidders shall submit a participation bond along with their bid which corresponds to 2% of the starting price (VAT excl.) of the lot/lots for sale for which they submit a bid. A participation bond must only be submitted when the total amount in the relevant notice exceeds € 20,000.00.
2. The participation bond must be valid for at least 30 days from the end of the bid validity period, namely to ..., otherwise the bid will be rejected.
3. EYDAP S.A. may, before the bid expires, request that the bidder extend the validity of the bid and participation bond.
4. The highest bidder's participation bond shall be returned after the performance bond is submitted.

They shall be returned to other participants: a) in the case where the bid validity period expires and it is not renewed, b) in the case of final disqualification of the participant after its bid is rejected, namely where the deadline for filing an objection under Article 16 of these Regulations has elapsed without action having been taken, or where a rejection decision has been issued on the objection lodged by the participant.

Article 10

Time and method for submitting bids

10.1 Bidding procedure without using electronic means

1. All parties taking part in the bidding procedure must submit written bids within the deadline specified in the notice.
2. Bids should be submitted by submitting a sealed envelope to the Procurement Department or by sending it by mail by registered mail or by courier. Bids must arrive with the Procurement Department by the last date and time for submitting bids.
3. No bid shall be accepted after the last date for submitting bids has expired and shall be returned without being opened.

10.2 Electronic bidding procedure

The sale procedure shall (if required) be conducted electronically via an accredited online bidding and electronic auction platform operated by a company with which EYDAP has entered into contract specifically for that purpose. Anyone wishing to take part in the bidding procedure must register with the platform (if they are not already registered) and obtain a password. The registration procedure and use of the platform for interested parties are free of charge. The notice shall be posted on the online auction platform used by EYDAP S.A. Interested parties must post their bids to the system within the deadline specified in the notice. The relevant details are specified in each case and per notice.

Bids may only be submitted electronically.

No bid will be accepted by the system after the last date and time for submitting bids has elapsed. The competitive bidding procedure follows an examination of the supporting documents.

Article 11

Submission of bids and content thereof

11.1 Submission of bids

11.1.1 For the bidding procedure without using electronic means

1. Bids shall be submitted in a single sealed envelope. The envelope of each bid must clearly indicate the following: The word "bid", the full title and number of the notice, the date of the bidding procedure and the details of the participant (name-surname/corporate name, postal address, telephone number and email address). The bidding procedure date is the last date for submitting bids.
2. The single bid envelope must contain two separate sealed sub-folders marked "Participation Documents" and "Financial Bid" respectively and each sub-folder must contain the information referred to in paragraph 1 required for the main folder.

3. The bid shall be signed by the bidder himself where the bidder is a natural person or by its legal representative where the bidder is a legal person or in the case of a grouping of persons by their joint representative.
4. Bids submitted shall be valid and binding on economic operators for the period specified in the notice from time to time. A bid which specifies a validity period shorter than the above shall be rejected as unacceptable. The validity of bids may be extended for such time as is agreed by EYDAP S.A. and the bidders.
5. EYDAP S.A. shall have no liability or obligation to compensate the bidder for any expenses or losses incurred due to designs/studies prepared to submit its bid, even if not declared the final highest bidder.
6. All persons participating in bidding procedures via a representative shall submit all necessary identification documents along with the bid.
7. If during the inspection of the supporting documents, other than the participation bond, it is found that certain documents have not been submitted or that there are shortcomings in those submitted, a deadline of 5 calendar days from notification of that effect being sent by email for submission shall be granted. That deadline may be extended for specific justified reasons in accordance with a decision of EYDAP S.A.
8. Where participants rely on the abilities of other bodies to prove that they have the necessary resources at their disposal, they shall in particular provide a written commitment from those bodies to that end. This commitment could arise from a private agreement between the bidder and a third party on whose skills it relies, or from any other suitable means.
9. In the case of a grouping of economic operators, the above legalisation documents as appropriate shall be submitted for each member participating in the grouping.

11.1.2 For online bidding procedures

1. Initial bids must be submitted online via the system. To that end, a notice for the highest bidder procedure for the sale shall be published in which all interested parties may participate. Bids submitted electronically shall remain sealed until they are opened by the competent committee of

system.

2. On the e-auction platform used by EYDAP S.A. there are two sub-folders marked "Participation Documents" and "Financial Bid" respectively.
3. All supporting documents for the bid must be signed by the bidder itself or by a person lawfully authorised by it, by means of a physical or digital signature.
In the case of a grouping, the bid supporting documents shall be signed by the joint representative of the grouping.
4. Bids submitted shall be valid and binding on bidders for a specific time period as specified in the notice from time to time. A bid which specifies a validity period shorter than the above shall be rejected as unacceptable. The validity of bids may be extended for such time as is agreed by EYDAP S.A. and the bidders.
5. EYDAP S.A. shall have no liability or obligation to compensate the bidder for any expenses or losses incurred due to designs prepared to submit its bid, even if not declared the final highest bidder.
6. All persons participating in bidding procedures via a representative shall submit all necessary identification documents along with the bid.
7. If during the verification of the supporting documents, other than the participation bond, it is found that certain documents have not been submitted or that there are shortcomings in the ones submitted, a period of five (5) calendar days shall be allowed from the notification via the system of their submission, which shall also be made through the system.
8. Where participants rely on the abilities of other bodies to prove that they have the necessary resources at their disposal is hereby submitted Individuals shall in particular provide a written commitment from those bodies to that end. This commitment could arise from a private agreement between the bidder and a third party on whose skills it relies, or from any other suitable means.
9. In the case of a grouping of economic operators, the above legalisation documents as appropriate shall be submitted for each member participating in the grouping.

11.2 Content of bids

11.2.1 PARTICIPATION SUPPORTING DOCUMENTS:

The "Participation Documents" sub-folder shall include the following:

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A. GENERAL DOCUMENTATION

1. Participation bond, if required.
2. Legalisation documentation:
 - When the bidder is a societe anonyme: An attested extract from the Minutes of the Board of Directors of the company in accordance with its Articles of Association, which grant approval for the company's participation in the bidding procedure, and grant authorisation to sign the bid and appoint a process agent, resident of Athens, who is authorised to receive documents relating to the bidding procedure.
 - When the bidder is a limited liability company or private company: If the bid is not signed by one of the administrators of the company to whom power to do so has been assigned under the company's Articles of Association: A decision of the General Meeting of Partners granting approval for the company's participation in the bidding procedure and granting of authorisation to sign the bid, and appointing a process agent, resident of Athens, who is authorised to receive documents relating to the bidding procedure.
 - When the bidder is a general partnership or limited partnership or joint venture (partnership): If the bid is not signed by one of the administrators of the partnership to whom power has been delegated under the Articles of Association to that end, a grant of authorisation to the administrator(s) to sign the bid and to appoint a process agent, resident of Athens, who is authorised to take receipt of documents relating to the bidding procedure.
 - When the bidder is a natural person and does not submit the bid in person, submission of authorisation concerning his/her representation with the authenticity of the signature attested by the competent authority, and appointment of a process agent, resident of Athens, who is authorised to receive documents relating to the bidding procedure.

When he/she appears in person he/she must submit his/her ID Card.

In all the above cases, apart from the latter relating to natural persons, in order to prove legal representation, in cases where the bidder is a legal person and is obliged under the relevant legislation to declare its representation and changes to the competent authority (e.g. General Electronic Commercial Register) a valid representation certificate must be submitted which must have been issued up to 30 working days before submission. In other cases, the legalisation documents for legal representation in each case (such as the Articles of Association, the relevant Government Gazette issue, the notice on establishment of the Board of Directors as a body, in the case of a societie anonyme, etc., depending on the legal form of the economic operator) accompanied by a solemn declaration from the legal representative that they continue to apply to the bidder at the time of submission.

Likewise, in all the above cases (apart from the latter relating to natural persons) to prove that the legal person was lawfully incorporated and any changes made, where that is can be demonstrated by a certificate from the competent authority (such as a general certificate from the General Electronic Commercial Register) it is sufficient for such certificate to be provided, as long as it was issued up to 3 months before the date of submission. In other cases, the legalisation documents for lawful incorporation and changes in each case (such as the Articles of Association, change certificates, Government Gazette issues, etc. depending on the economic operator's legal form) accompanied by a solemn declaration from the legal representative that they continue to apply to the bidder at the time of submission.

3. A certificate from the local chamber confirming (a) that bidders have registered with it and (b) that they continue to be registered on the date of the bidding procedure.
4. An extract from the criminal record issued within the 3 months from the date of the bidding procedure by the competent authority for each bidder showing that they have not been convicted on a final basis for: a) participation in criminal organisations within the meaning of Article 2(1) of Council Joint Action No. 98/773/JHA; b) bribery within the meaning of Article 3 of Council Decision of 26 May 1997(21) and Article 3(1) of Council Joint Action No 98/742/CFSP; c) fraud within the meaning of Council Decision of 26 May 1997(21) and Article __ (1) of Council Joint Action No. 98/742/CFSP on fraud within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests; d) money laundering within the meaning of Article 1 of Council Directive 91/308/EEC on prevention of the use of

the financial system for money laundering; e) embezzlement (Article 375 of the Hellenic Penal Code), f) fraud (Articles 386- 388 of the Hellenic Penal Code); g) extortion (Article 385 of the Hellenic Penal Code); h) forgery (Articles 216-218 of the Hellenic Penal Code); i) perjury (Article 224 of the Hellenic Penal Code); j) bribery (Articles 235-237 of the Hellenic Penal Code); k) deliberate bankruptcy (Article 398 of the Hellenic Penal Code) and for an offence relating to the carrying on of their professional activities.

The obligation to submit that extract shall also relate to members of the administrative, management or supervisory body of that bidder or persons who have the power to represent, take decisions or control it, in the case of a legal person.

5. A certificate from the competent judicial or administrative authority issued within 3 months from the date of the bidding procedure showing that they are not bankrupt, in liquidation or compulsory receivership and that they are not in proceedings to be declared bankrupt, in liquidation or compulsory receivership.
6. A certificate issued by the competent authority in each case showing that the bidders have not breached their obligations relating to the payment of main and supplementary taxes or social security contributions on the date of the bidding procedure, including cases of binding repayment plan for such debts which bidders demonstrate they are complying with. Where bidders are established abroad, the supporting documents in the above cases shall be issued based on the applicable legislation of the country in which they are established, from which the relevant certificate shall be issued.
7. A solemn declaration in which the bidder confirms that:
 - i. It took cognisance of and fully accepts all terms of the notice.
 - ii. It visited in person or via its legal representative and examined the materials in detail with specific persons of its choosing and ascertained that they were to its absolute liking, with all clear or non-observable defects.
 - iii. It acquired full knowledge of all defects in the materials and found that they meets the conditions and the purpose for which they are intended.
 - iv. When determining the level of its financial bid it took into account any difficulty which could arise at the time it discharges its obligations or any reason or ground which could

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cause a reduction in the price thereof and that it accepts that it does not have or retain any right or claim for any reduction in the price thereof or any manner of adjustment and that it expressly and unreservedly waives any such right or claim on any ground, including but not limited to the cases cited in Articles 388, 178 and 179 of the Hellenic Civil Code, given that it considers the risk of an unexpected change in economic conditions a possibility and accepts it.

- v. It will manage the materials (collection, transport, temporary storage, disposal or exploitation thereof, etc.) assigned to it, in accordance with the applicable environmental provisions of Greek law and EU law and shall be responsible for any improper environmental management of the specific materials which will be received from EYDAP S.A. which may result in environmental degradation.
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- 8. The business' operating permit.
 - 9. Any document required by the notice or other bid documents to prove additional selection criteria.
 - 10. The bidder must comply with the quality assurance standards and environmental management standards in accordance with the legislation in force from time to time, which have been issued by the official quality control institute or recognised competence service, as specified from time to time in the notice.

B. SPECIAL SUPPORTING DOCUMENTS

In cases where the materials for sale are waste within the meaning of Law 4042/2012, the following additional supporting documents are required:

- 1. A certificate from the local chamber confirming (a) that the bidders have registered for the special profession of managing the said waste and (b) that they continue to be registered.
- 2. A nationwide permit or permit with a range corresponding to the bid, which will relate to the collection and transport of non-hazardous or hazardous solid waste, depending on the characterisation of the materials for sale, in accordance with Law 4042/2012, which is valid on the date of opening of the bids.

3. A nationwide permit or permit with a range corresponding to the bid, which relates to the disposal, utilisation, temporary storage or transshipment of non-hazardous or hazardous solid waste, depending on the characterisation of the materials for sale, in accordance with Law 4042/2012, which is valid on the date of opening of the bids or in the case where they do not have a permit for one or more of the above activities, the said permits must be made available by third parties on whose capacities the bidders rely.
4. A contract with at least one collective alternative waste management system and the waste recycling companies associated with it.

As far as special supporting document B3 and the relevant technical experience and quality assurance standards are concerned, bidders can rely on the abilities of other bodies, irrespective of the legal nature of their ties to them in order to participate in the bidding procedure and to implement the contract. In this case they shall demonstrate that they will have the necessary resources at their disposal by submitting the supporting documents requested and by submitting the relevant commitment from the bodies on whose capacity they rely. These documents are submitted in the "Participation Documents" folder.

11.2.2 FINANCIAL BID

For bidding procedures without using electronic means:

1. The sub-folder "Financial Bid" must include the specimen financial bid form attached to the notice duly filled out and signed.
2. Each bid shall state the unit price and total price of the item in Euro, in numbers and in full, which unit price shall be net, VAT excl., unless the notice specifies otherwise.
3. Where there is a discrepancy between the unit price written in numerical and full format, the price written out in full shall be taken into account.
4. No correction to the price offered (in numbers or in full) in the financial bid is permitted, otherwise the price will be disqualified.

For online bidding procedures:

5. The sub-folder "Financial Bid" shall include

- i. A price table in which the participant fills out with the unit prices in its bid, as specified in the notice. The total value is automatically calculated by the system. VAT is not included in prices unless the notice specifies otherwise.
 - ii. the specimen financial bid, attached to the notice, filled out and signed. Each bid shall state the unit price and total price of the item in Euro, in numbers and in full, which unit price shall be net, VAT excl., unless the notice specifies otherwise.
6. Where there is a discrepancy between the unit price written in numerical and full format, the price written out in full shall be taken into account.
7. No correction to the price offered (in numbers or in full) in the financial bid is permitted, otherwise the price will be disqualified.
8. Variants are not permitted in either of the above procedures, subject to Article 14.4 on the improvement of financial bids during Stage II of the bidding procedure.
9. For both these procedures, participants may submit prices for part of the quantity put out to bid only where that is specified in the notice. In this case, their bids shall state the unit price and quantity for which the unit price is valid.

Article 12

Award criterion

Award shall be made to the bidder who submitted the best bid.

"Best" is the bid with the highest price.

Article 13

Conducting the highest bidder procedure

1. The highest bidder procedure shall be conducted in each case in accordance with these Regulations.



2. Bidders may participate in the bidding procedure without using electronic means in person or via an authorised representative.
3. Bidders shall participate online in the electronic bidding procedure.
4. Bids shall be opened in two stages:

I. STAGE A:

The sub-folders for all bids marked "Participation Documents" shall be opened (in electronic format in the case of an online bidding procedure) on the specific date given in the notice.

Following that the Sales Committee shall prepare a report which shall record the bids submitted and the evaluation of the supporting documents. The minutes shall then be signed by all members of the Committee.

If it is ascertained during the inspection of the supporting documents, other than the participation bond, that they have not been submitted/adduced or there are shortcomings in the ones submitted, a deadline of 5 calendar days from notification for submission shall be given. That deadline may be extended for specific justified reasons in accordance with a decision of EYDAP S.A.

Following an opinion from the Sales Committee, a decision shall be issued by the CEO of EYDAP S.A. up to the amount within his remit, as defined in each case, or by the Board of Directors EYDAP S.A. for amounts within its remit, which shall be notified by the Sale Committee to all participants.

In the case of electronic procedures, all communication between the committee and bidders shall be done online.

Bidders whose supporting documents were deemed acceptable will continue to Stage B.

II. STAGE B:

A) For bidding procedures without using electronic means:

- i. On a date and at a time to be notified to interested parties by email, the sub-folders will be opened marked "Financial bid" for bids accepted in stage A. The other sub-folders marked "Financial bid" 15 **Subject: Sale of Surplus/Obsolete Materials (Bidding Procedures) Regulations**

are returned without being opened. The bidding procedure after the announcement of prices will continue orally. In order to achieve better prices, the auction is public and the bids of the highest bidders are recorded in the minutes. Each bid shall be binding on the highest bidder in each case and shall be paid by the last highest bidder. All highest bidders are obliged to sign the minutes at the end of the procedure.

- ii. The increase in the bid in each bidding round shall be at least equal to 0.5% of the starting price. Bids shall be in writing and signed by the bidder and bear the seal of the participating economic operator, shall be submitted simultaneously to the Committee by all bidders and then announced by the Chairman of the Committee.
- iii. In the case of equal opening bids, where there is no bid higher than that price, EYDAP S.A. shall select the buyer by drawing lots from among the parties who submitted bids of the same amount. The draw shall be held before the Sale Committee in the presence of the interested parties who submitted the bids of the same amount.

B) For online bidding procedures:

- i. The committee will open the sub-folders marked "Financial bid" for bids accepted in stage A online at a date and time notified to interested parties via the online platform. The sub-folders of "Financial Bids" that were not finally accepted shall not be opened.
- ii. Interested parties are NOT apprised of the content of financial bids, nor the number and details of participants.
- iii. The auction to achieve better prices is conducted via the online system under the terms and conditions applicable in each case.
- iv. In general, each participant may submit as many competitive bids as it wishes to improve its price, according to the rules of each auction. Each bid is recorded on the system, is not revocable and is binding on the participant.
- v. The increase in the bid in each bidding round shall be at least equal to 0.5% of the starting price.
- vi. When a bid is submitted by a bidder, the system provides an

- > immediate notice to the bidder if the bid was accepted, in other words if it is in accordance with the auction rules
 - > indication of the extent to which the bid is better than the others made
 - > Immediate notice to other bidders about how the bid submitted affects theirs.
5. In electronic auctions, there is no possibility of equal bids being made. In the exceptional case where the auction scenario foresees the possibility of equal bids being accepted, the best bid is the one submitted earliest to the system.
 6. At the end of the e-auction, the system automatically issues a detailed report with the prices submitted, the times at which they were submitted, the unique number of each bid and any comments (acceptable, rejected, etc.). The system report and the minutes and related documents shall be signed by members of the Sale Committee.
 7. Clarifications are only provided when requested by the competent Sales Committee either in writing or electronically depending on the procedure. It should be noted that from the clarifications provided in accordance with the above, only those which relate to the points requested are taken into account.

(In cases where the procedure is carried out without using electronic means:)

8. Bid folders, bids and related documents shall be signed by members of the Sale Committee.
9. Bidders are obliged to provide all supplementary information requested.

Article 14

Award - Conclusion of Contract

1. Upon completion of the evaluation, the Sales Committee shall prepare a report on the award of the contract which shall be submitted for approval, along with a recommendation, to the CEO of EYDAP S.A. up to the amount of his remit, as specified in each case, or to the Board of Directors EYDAP S.A. for amounts within its remit, as appropriate.
2. The Sale Committee shall send the award decision to the other participants in Stage B, apart from the highest bidder, by email or via the system used for the online procedure depending on the procedure which has been followed.
3. Participants may object to the award decision and the results of the award shall not be

generated before the deadline for filing an objection or for issuing a decision on any objection which was lodged has elapsed.

4. After the deadline for filing an objection or for issuing a decision, the award decision will be notified to the highest bidder.

Article 15

Performance Bond

1. The highest bidder(s) to whom the bidding procedure will be awarded shall be obliged before the contract is signed to submit a performance bond.
2. The performance bond shall correspond to 5% of the total contractual value (VAT excl.). If that is not so, EYDAP S.A. shall be entitled to cancel the award and decide to seize their participation bond.
3. The performance bonds for the contract shall be returned after acceptance and after any claims as between the two contracting parties are settled.

Article 16

Objections - Pleas - Objections Committee

1. Objections – Pleas may be submitted against:
 - A) the notice for the bidding procedure: Bidders may submit objections to EYDAP S.A. or via the system (depending on the bidding procedure followed) up to 7 calendar days from the date on which the notice for the bidding procedure was published.

- B) The results of evaluation of the participation supporting documents: Bidders may submit written documents to EYDAP S.A. or via the system (depending on the bidding procedure followed) with their objections / pleas within a deadline of 5 calendar days from the date of notification of the results of evaluation of the Participation Documents.
- C) The award decision: Bidders may submit written documents to EYDAP S.A. or via the system (depending on the bidding procedure followed) with their objections / pleas within a deadline of 5 calendar days from the date of notification of the award decision.
2. These objections / pleas will be examined:
- a) in the case of point (A) by the Requisitioning Unit which shall be obliged to respond within a deadline of 5 calendar days before the last date for submitting bids, and the views shall be approved by the CEO of EYDAP S.A. irrespective of amount involved and
 - b) in the case of points (B) and (C) by the Objections Committee which is obliged to respond within a reasonable time period and the views shall be approved by the CEO of EYDAP S.A. regardless of the amount involved.
3. The Objections Committee shall consist of three members and shall be established by decision of the CEO for each highest bidder procedure in accordance with the regulatory framework on the establishment of committees which applies to EYDAP S.A. for the supply of goods and services.

Article 17

Request for documents to be submitted by the Highest Bidder - Signing of contract

The Procurement Department shall invite the Highest Bidder to submit the performance bond and any legalisation document or supporting documents requested by it within a deadline of 10 calendar days from receiving an invitation to that effect by email or via the system (depending on the bidding procedure followed), and to come forward to sign the Contract.

That deadline may, with the consent of EYDAP. S.A, be extended following a request from the highest bidder.

After the supporting documents are checked, the contract shall be signed by the CEO of EYDAP S.A.

Article 18

Delivery of materials

1. Materials shall be picked up by the highest bidder / Buyer after depositing in the bank account of EYDAP S.A. held at the bank notified by it, the value of the agreed lump-sum price in the case of one-off pick up of the entire quantity or in phases (in the case of phased pick ups) within the deadline specified and in accordance with the terms of the notice. The Buyer shall be obliged to notify EYDAP S.A. of its intention to pay the price at least 3 working days before payment takes place.
2. The Buyer shall be obliged during such time as the materials are received to ensure at own responsibility and expense that the materials are collected, loaded, cut and transported, and for any other work relating to them. Upon completion of loading, the Buyer shall be obliged to weigh them, where necessary, on certified weighing devices available to EYDAP S.A. (e.g. in the Menidi area and in the Perissos area).
3. Delivery shall be done in one lot or in phases depending on the quantity of materials sold. In all events, delivery must have been completed within the time period specified in the notice.
4. The total quantity may have minor deviations and will be finalised after final determination of the quantity of materials sold, which will be done when the materials are delivered.
5. The final, definitive quantity of materials shall be determined where the unit of measurement is the weight by weighing them on EYDAP S.A.'s certified weighing devices. If the unit of measurement is the item, the final and definitive quantity will be determined by counting.
6. The Buyer shall be obliged to inform the Sales Monitoring and Certification Committee referred to in Article 19 of these Regulations by phone or email about the loading time at least 5 working days before the materials are picked up.

Article 19

Sales Monitoring and Certification Committee

1. The Sales Monitoring and Certification Committee shall consist of 3 members and shall be set up by decision of the CEO for each highest bidder procedure following proposals from the Water Supply Division, the Sewerage General Division and the Finance and Supply Chain Division.
2. The competences of the Sales Monitoring and Certification Committee are:
 - a) to supervise the delivery process for materials (e.g. loading, weighing, counting, removal, etc.).
 - b) to prepare the relevant reports, which are signed by all members of the Committee and by the Warehouse Service, are approved by the competent General Manager of the requisitioning unit and are sent by email to the Buyer. The reports shall be accompanied by the weighting slip, where necessary, from EYDAP S.A.'s certified weighting devices, the dispatch note issued by the Warehouse Service and the proof of collection from the EYDAP S.A. Expenditure Clearing Unit, stating the contract number, the type of material and the quantity in the unit of measurement for the material.
 - c) to prepare a recommendation in the case where a penalty is to be imposed, the contract is to be terminated and the bidding procedure is declared a failure, or on any other matter which may arise during the contract implementation procedure.
 - d) to ensure that materials are disposed of or destroyed and to prepare a report on this matter which is approved by the competent General Manager of the applicant department.
 - e) to ensure the Buyer's compliance with its obligations.

Article 20

Prices

1. The contract price shall be calculated and paid in euro, shall be equal to or greater than the minimum acceptable prices in the bid budget and shall remain fixed until the entire contractual quantity of the materials is received. The following are excluded:

any adjustment, revision or change in the price in general on any ground or cause, even for extraordinary reasons which cannot be foreseen.

2. The Buyer declares that when setting the prices of materials it took into account any difficulties which could arise at the time its obligations are discharged or any ground or cause which could cause a reduction in those prices, that it has no right or claim to any reduction in those prices or any manner of adjustment thereto and that it expressly and unreservedly waives any such right or claim for any reason, including but not limited to the cases cited in Articles 388, 178 and 179 of the Hellenic Civil Code, given that it considers the risk of an unexpected change in economic conditions a possibility and accepts it.
3. The contract price shall include all manner of withholdings payable to third parties and all other charges for sale / disposal of the materials at the place and in the manner specified in the relevant contract.

Article 21

Payment Method

1. The Buyer shall be obliged to deposit in EYDAP S.A.'s notified bank account, the value of the total price (in the case of lump-sum delivery) or the value of the price for the lot (in the case of partial delivery) of the materials to be delivered, before they are picked up.
2. The Buyer shall be obliged to notify EYDAP S.A. of its intention to pay the price at least 3 working days before payment takes place.
3. In accordance with Article 2(3) of Law 2744/1999, by virtue of decisions of the Board of Directors, EYDAP S.A. may sell all manner of surplus or obsolete Company materials with or without the intermediation of the Organisation for Public Property Management (ODDY). The proceeds of the sale shall devolve to EYDAP S.A. apart from 50% which is revenues for the State and is entered in the State Budget. The manner and time at which such revenues are to be paid and all other necessary modalities shall be laid down by decision of the Minister of Finance. To date no

decision of the Minister of Finance has issued which would oblige the Company to pay 50% of the proceeds of the sale.

Article 22

Penalties - Declaration of Buyer in forfeit of the contract

1. Where there is delay in picking up and removing materials in whole or in part, beyond the contractual deadlines, for any reason or cause, which is not due to force majeure or the fault of EYDAP S.A. or a public authority, the Buyer shall be obliged to pay EYDAP S.A., as a penalty, an amount equal to 0.5% of the total price of the materials whose pick-up is delayed in each case, per week for the first and second week of delay, 1% for the third week and 1.5% for the fourth and fifth week of delay. The above rates for the penalty which must be paid relate to whole weeks of delay and are not applicable mutatis mutandis to a fraction of a week. The penalty referred to above may not in all events exceed 5% of the total price of the materials.
2. Where there is delay in picking up and removing the materials, EYDAP S.A. shall be entitled, at its discretion, in addition to other sanctions, to terminate the contract without prejudice by giving notice in writing, without giving notice in writing, and irrespective of whether or not the maximum penalty imposed has been reached, the consequences specified in paragraph 1 of this Article applying in all other respects for such time as the delay lasts. Where the contract is terminated due to delay in picking up and removing the materials, the performance bond shall be seized.
3. Where there is delay in picking up the materials due to EYDAP S.A.'s fault or in cases of force majeure, the delivery period shall be extended accordingly and the Buyer shall waive all claims against EYDAP S.A.
4. Where the Buyer breaches any term and condition of the contract with EYDAP S.A., apart from cases where EYDAP is at fault, force majeure, and irrespective of the imposition of penalties, it shall be obliged to compensate EYDAP S.A. for any direct losses which may be incurred due to

the above grounds, provided however that the total cost to the Buyer shall not exceed 50% of the total value of the contract.

In those cases, and in the case of delay in picking up and collecting materials in accordance with paragraphs 1 and 2 of this Article, EYDAP S.A. shall also be entitled to terminate the contract without prejudice by giving notice in writing to the Buyer without any deadline being observed.

5. Where the contract is terminated, EYDAP S.A. shall seize the performance bond for that contract and the Buyer shall be obliged to make restitution of all direct losses incurred by EYDAP S.A. irrespective of seizure of the bond.
6. Where the contract is terminated and the performance bond is seized due to failure to pick up the materials, the said bond shall not be offset against any penalties imposed.
7. The imposition of a penalty and termination of the contract shall be imposed with the approval of the CEO of EYDAP S.A. on a recommendation from the Sales Monitoring and Certification Committee.
8. In the case of forfeiture due to breach of the terms of contract, EYDAP S.A. may award the part of the contract which has not been implemented to the second highest bidder, with the latter's consent. If it refuses, the same procedure shall be followed up to the last bidder in order of highest bid. Where the last highest bidder refuses, the highest bidder procedure shall be declared a failure.
9. In all events, irrespective of whether the Buyer is declared in forfeit or not, and whether a penalty is agreed or forfeited, EYDAP S.A. may at any time claim, in accordance with the applicable legislation, the restitution of any loss suffered from late or improper performance of the contract by the Buyer.

Article 23**Force Majeure**

1. If the inability to perform the contract in good time is due to force majeure, the Buyer shall be obliged to notify EYDAP S.A. of the relevant circumstances and the reasons for such inability within twenty (20) calendar days from their occurrence.
2. Force majeure shall be proven by evidence and supporting documents which the Buyer is obliged to submit within that deadline, otherwise it shall be deprived of its right to rely on it.

Article 24**Obligations of the Buyer**

1. When implementing the contract the Buyer shall be obliged to comply with the provisions of the legislation on the health and safety of workers and prevention of occupational risk and its obligations in the environmental, social security and labour law sectors which have been adopted by EU law, national law, collective agreements or international provisions of environmental, social security and labour law.
2. The Buyer shall be fully liable in civil and criminal law for any accident which occurs to it personally, its staff or those of EYDAP S.A. or to any third party, and for any loss to the assets of any third party, such as EYDAP S.A.'s assets when carrying out work for the pick up and collection of materials or using the materials in any manner, all liability of EYDAP S.A. being precluded for the reasons cited above.
3. EYDAP S.A. is not in any legal relationship and in particular in a relationship of hire of services or recruitment of the staff employed by the Buyer. Only the Buyer is in such a relationship, and has all the relevant responsibilities and obligations.
4. Upon receipt of the materials the Buyer and its staff shall be obliged to precisely comply with the instructions of the Warehouse Service and other officers of EYDAP S.A.

5. It is expressly agreed that where the Buyer does not comply with the above or it or its staff cause(s) any difficulty in the pick up of the materials due to their act or omission, EYDAP S.A. shall be entitled to terminate the contract.
6. Moreover, the Buyer shall be obliged to manage the materials (collection, transport, temporary storage, disposal or utilisation, etc.) which will be assigned to it in an environmentally sound manner, in accordance with the applicable provisions of Greek law and European Union law, and shall be responsible for any improper environmental management of the specific materials which will be picked up from EYDAP S.A. which may result in environmental degradation.
7. Moreover, it shall be responsible for loading, transporting or removing materials from the EYDAP S.A. warehouses in accordance with the provisions of the legislation (Highway Code, etc.) which it shall comply with without fail, and for not mixing the said EYDAP S.A. materials with other materials of dubious origin.
8. The vehicles used to implement the contract shall be licensed in accordance with the legislation.

Article 25

Amendment of terms of the contract

It is agreed that any amendment to the terms of the contract to be signed may be done with the approval of the CEO of EYDAP. S.A., following a recommendation of the Sales Monitoring and Certification Committee and with the consent of the Buyer.

Article 26

Jurisdiction - Applicable Law

1. The contract to be signed by EYDAP S.A. and the Buyer shall be governed by Greek law. In order to resolve any dispute or disagreement which may arise under the contract relating to implementation, execution or interpretation thereof and the relations in general generated under it, it is agreed that the courts of Athens alone shall be competent and the laws of Greece shall apply.

2. Before seeking any recourse to the Courts in line with the above the contracting parties shall make concerted efforts to amicably resolve any disputes which may arise between them.

Article 27

Unsuccessful sales procedures

1. Where the highest bidder procedure is unsuccessful due to failure to submit bids or where the bids submitted were deemed unacceptable or unsatisfactory and were rejected, the CEO of EYDAP S.A., up to the amounts within his remit, as defined from time to time, or the Board of Directors of EYDAP S.A. for amounts within its remit, may following a recommendation from the Sale Committee, approve a declaration that the bidding procedure was a failure and may order a repetition thereof.
2. If, despite repeating the bidding procedure, it is found that the materials cannot be sold, the Sales Committee shall, depending on the condition in which the materials are, their value, and the importance EYDAP S.A. attaches to the matter, the ability to retain them, and the possibility of future sale, make recommendations to the CEO about:
 - a. sale by direct award;
 - b. retaining such products;
 - c. disposal or destruction of the materials, a report on this matter being prepared in all events.
3. Disposal or destruction shall be done by the Disposal Monitoring and Certification Committee and shall be confirmed by the relevant report which is approved by the competent General Manager of the applicant department.