



**HELLENIC ELECTRICITY DISTRIBUTION NETWORK OPERATOR S.A.**

NOTICE OF REQUEST FOR TENDERS No ND-207

**PROJECT: "Pilot Telemetering and Management System for the Electric Power Supply Demand by Residential and Small Commercial Consumers and Implementation of Smart Grids"**

**ISSUE B'**

**TENDERING TERMS AND GUIDELINES**

In particular, ENVELOPE C (Financial Tender) shall contain only the items stipulated in paragraph 5 of this Article, otherwise the Tender shall be rejected.

## **2. Technical equivalence and Deviations**

- 2.1 As regards the Technical terms of the Notice of the Request for Tenders (technical description of the Pilot Project and individual technical specifications of the equipment), it is specified that Tenderers may propose technical solutions that, in their opinion, meet, in an equivalent manner, the requirements of technical terms of the Notice of the Request for Tenders. In such case, Tenderers shall be required to properly fill in the Table of Equivalent Technical Solutions, in accordance with the specimen provided in the Notice of the Request for Tenders, and include in their tender all necessary evidence to document the proposed equivalence (complete and detailed technical description of the object, documented justification of the equivalence, suitability of the proposed solution, references to its international application to date, submission of the international regulations on which it is based, etc.). Moreover, the technical solutions proposed shall, in no way, affect the functionality, security, availability, ease of maintenance, operation and protection philosophy, rationale and the useful life of the equipment.
- 2.2 As long as the above documentation is deemed to be satisfactory by the Corporation, the proposed equivalent technical object shall be incorporated in the Pilot Project without any further burden to the price.
- 2.3 Otherwise, the Tenderer's tender shall be rejected, unless the tenderer has submitted a statement that in case of award of the Pilot Project he will comply with the technical terms of the Declaration, unconditional and without any financial or time burden for HEDNO for all of the suggested as equivalent techniques solutions that were not accepted by the Corporation. It is clarified that apart from the above statement, the submitted evidence should prove that it is possible to comply with the requirements of the technical specifications of the Corporation.
- 2.4 No deviations from the Commercial and Financial Terms of the Notice of the Request for Tenders shall be acceptable. The tenders shall fully comply with the respective terms and requirements cited therein. Comments, remarks or clarifications that alter these terms or requirements of the Notice of the Request for Tenders shall be treated as Commercial deviations. Tenders containing such deviations shall be rejected.
- 2.5 ~~Deviations from the Technical Specifications of the Notice of the Request for Tenders shall be acceptable under the condition that the Tenderer properly fills and submits in Envelope A, the Table of Technical Deviations in accordance with the specimen provided in the Notice of the Request for Tenders so that the offer complies fully with the requirements of the Notice.~~

Notice Of Request for Tenders For The Project: **"Pilot Telemetering and Management System for the Electric Power Supply Demand by Residential and Small Commercial Consumers and Implementation of Smart Grids"**

~~The above Table must also indicate the reasons for each deviation, along with supporting evidence to document that the offered solution is suitable for the intended use, is technically equivalent and equally reliable to that specified in the Notice.~~

Deviations from the Technical Specifications of the Notice of the Request for Tenders shall be acceptable only temporarily during the technical evaluation under the condition that the Tenderer properly fills and submits in Envelope A, the Table of Technical Deviations in accordance with the specimen provided in the Notice of the Request for Tenders. Before the contract signing, the offer should comply fully with the requirements of the Notice.

The above Table must also indicate the reasons for each deviation from what is specified in the Notice.

Within two (2) months from the opening of the economic offers and the successful Tenderer awarding, it is required that the technical deviations shall be removed and that the tests of the initial phase that were not performed due to technical deviations should be performed. If the tests are not successful, then within one (1) month from the notice to the Tender about the tests failure, the tenderer should submit new samples and perform the tests successfully. Successful completion of the tests is a prerequisite for the signing of the Contract.

In case of failure of the additional tests, the offer of the successful tenderer will be definitively determined as technically unacceptable and HEDNO shall proceed to evaluate the removal of possible technical deviations of the next in order of the lowest bid offer until a technically acceptable offer is found in order to assign the project. In case that the Tenderer has not submitted in Envelope A the Table of Technical Deviations or a Table of Technically Equivalent Solutions, he must submit a Declaration stating that the supplied project is in full compliance with the Technical Specifications of the Request for Tenders.

Note that any different approach by the Tenderer of the above mentioned procedures shall entail rejection of their tender.

2.6 For the basic items of the Pilot Project and specifically:

For:

(a) The Automated Meter Reading Application (AMI) Tenderers shall be called to offer one (1) system type, otherwise their tender shall be rejected.

(b) The Meter Data Management Application (MDM), Tenderers shall be called to offer one (1) system type, otherwise their tender shall be rejected.

The above are valid also in the case that a participating company invokes the experience of the parent company.

- 3.14.1. A declaration of cooperation with the Tenderer shall be submitted for each subcontractor, sub-supplier or manufacturer of the equipment that the Tenderer will not manufacture which shall be signed by an authorized representative of the above and verified respectively.

### 3.15. DATA PROTECTION

#### 3.15.1. Solemn Declaration of Acceptance of Data Protection

Solemn Declaration of the Law 1599/86, that the prospective Contractor:

a. shall comply with all relevant provisions of the data protection legislation of Greece (L.2472/97) and European Community and any other applicable data protection legislation in any relevant jurisdiction (together the "Data Privacy Legislation").

b. shall ensure during the implementation of the Pilot Project its compliance with the provisions of Directive 2012/27/EC and of European Commission Recommendation of 9 March 2012 (2012/148/EC) in relation to "Privacy by Design".

- 3.15.2. Copy of the integrated information security management system (ISMS) according to the ISO/ IEC 27001 standard.

- 3.15.3. In order to further ensure the Personal Data Protection and if the employment of subcontractors is announced, for each subcontractor the following should be submitted:

- a. Copy of the certificate of Information Security Management System (ISMS) according to ISO/IEC 27001

OR

- b. Solemn declaration of acceptance about Personal Data Protection.

Alternatively, a solemn declaration that at the time of the Contract signing a Tripartite Confidentiality Contract will be signed between the Contractor, the Subcontractor and HEDNO is acceptable.

The abovementioned Tripartite Confidentiality Contract is also required in case that a Subcontractor is announced after the Contract signing.

**3.16. The following Tables and Declarations per case:**

**In case the offer involves Technical deviations the following need to be included:**

- Table of Technical Deviations fully completed.
- ~~• Declarations that the Tenderer accepts to remove any Technical Deviations, included in the above Table of Technical Deviations, in case HEDNO insists on the incorporation of the respective Technical Requirements set in the Request for Tenders.~~
- **Declarations that the Tenderer accepts to remove the Technical Deviations, included in the above Table of Technical Deviations, in incorporation of the respective Technical Specifications set in the Request for Tenders.**
- Declaration that for all other points, the Tenderer complies, with the technical specifications of the Request for Tenders and that, if any deviations are ascertained in its tender that possibly occur from comments, clarifications, remarks etc., both during the evaluation of the content of ENVELOPE B and during the period until the Contract is signed, the Technical Specifications of the Request for Tenders shall apply and shall not provide for any time and/or financial claims, regardless of the phase during which the said deviations are communicated.
- ~~• Declaration that in case of contract award, the Contract will be drafted as follows:~~

~~For the points not included in the Table of Technical Deviations, and also for the points included in the Table of Technical Deviations, that will not be accepted, the Request for Tenders respective provisions will be incorporated.~~

**In case of an offer including Table of Technically Equivalent Solutions:**

- The Table of Technically Equivalent Solutions fully filled.
- A Declaration that in case of project assignment, the Tenderer shall comply with the Technical Specifications of the Request for Tenders implicitly, without any economic burden or delay for HEDNO, with regards to any proposed technically equivalent solutions that the Company did not qualify.

*It is noted that if the Tenderer wishes not to include this Declaration in their Tender, the non-qualification of any proposed technically equivalent solution on behalf of HEDNO will result in the Tender's rejection.*

**IF THE AFOREMENTIONED DECLARATIONS, AS THE CASE MAY BE, ARE NOT SUBMITTED, THE TENDER SHALL BE REJECTED.**

waive the right to raise an objection. Otherwise, Envelope C, as well as the Participation Letter of Guarantee shall be returned to the Tenderer following the issue of a possible decision by HEDNO to overrule the objection and/or appeal.

The documents contained in ENVELOPE A and B, except for the Participation Letter of Guarantee, shall be kept by HEDNO, at its discretion.

The process of unsealing the envelopes shall be carried out in the presence of the Tenderers' representatives, who can attend the process.

### **Article 9. Financial Evaluation of Tenders**

1. After the trial of any appeals against the Minutes on Envelopes A and B, the Committee shall notify in writing all Tenderers, whose tenders have been typically and technically accepted, to attend the unsealing of ENVELOPE C (Financial Tender), by setting the date, time and place of the unsealing of ENVELOPE C.

On the specified day, ENVELOPE C shall be unsealed, initialed and all documents and items shall be given two numbers, one referring to the number of the tender and the second (starting with the letter C) to the number of the document.

2. The Evaluation Committee first checks whether the Tenderers have submitted in ENVELOPE C all supporting documents and data required, in accordance with paragraph 5 of Article 6 of this Document, and the Chairman announces to those attending the meeting the main, in the Evaluation Committee's judgment, financial details of the tenders. The Chairman may also announce any other tendering item requested by the Tenderers' representatives, only with the consent of the respective Tenderer.
3. Subsequently, the Committee shall check whether the tenders include any Commercial Deviations as compared to the Commercial and Financial Terms of the Issues of the Notice of Request for Tenders for items included in Envelope C. If such kind of deviations are ascertained, the tender shall be definitively rejected and the Committee shall notify the said Tenderer in writing of the final rejection of its tender.
4. Financial evaluation of each tender shall then be performed according to the following procedure:

The Committee calculates the **comparative price** of each tender **as the sum:**

- ~~• of the contractual price that appears in Envelope C in the Table of Materials and Prices, corresponding to the project of 170,000 meters, and the new connections during the implementation phase, incorporating all~~

~~deviation costs that have been documented in the Table of Technical Deviations in Envelope A (if provided) for which HEDNO will insist on removing in order to achieve full compliance with the Notice's requirements, as following:~~

- of the contractual price that appears in Envelope C in the Table of Materials and Prices, corresponding to the project of 170,000 meters, and the new connections during the implementation phase, incorporating all deviation costs that have been documented in the Table of Technical Deviations in Envelope A (where applicable), which will be removed before the Contract signing in full compliance with the Notice's requirements, as following:
  1. HARDWARE FOR THE INFORMATION SYSTEM
  2. SOFTWARE WITH USER LICENSES
  3. SOFTWARE AND EQUIPMENT FOR CONSUMERS' INFORMATION
  4. METERING AND COMMUNICATION DEVICES
  5. INTALLATION AND COMMISSIONING OF TELEMETERING SYSTEM FOR METERING DATA AND LV CUSTOMERS LOAD MANAGEMENT
  6. WORKS OF REPLACEMENT AND INTEGRATION OF METERING POINTS AND COMMUNICATION DEVICES
  7. OTHER SERVICES
- of the price for a five (5) year provision of services for the system operation, technical support and maintenance, as well as for fault recovery of the entire metering and communications equipment,
- of the price for an additional five (5) year provision of services for the system operation, technical support and maintenance, as well as for fault recovery of the entire metering and communications equipment,
- of the price of expansion of the procurement (option), installation and integration into the system of additional 30,000 metering points in Thira, Milos and Kythnos Islands.
- of the price for a five (5) year provision of services for the system operation, technical support and maintenance, as well as for fault recovery of the entire metering and communications equipment of the above option of 30,000 metering points.
- of the price for an additional five (5) year provision of services for the system operation, technical support and maintenance, as well as for fault recovery of the entire metering and communications equipment of the above option of 30,000 metering points.

It is noted that the contractual budget will also include the price for the option of procurement of metering and communication equipment, up to €1.5 million.