



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 C'
SPECIAL TERMS

SPECIAL TERMS

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Article 1. Plans and Instructions

Those provided for in Article 23 of the General Terms shall apply. It is specified that, with regards to the time for submission and approval of the Project studies regarding the arrangement of the spaces where the Central and Back-Up Telemetering System is to be installed, HEDNO is obliged to return to the Contractor, within twenty (20) days from the submission of each study, a copy containing its remarks, if any, or a properly approved copy, on condition that the Contractor has submitted the time schedule for the studies' compilation.

Article 2. Applicable Standards and Regulations

The standards and the regulations based on which the works for the construction and installation of the System, as well as of the respective communication equipment shall be performed as follows:

- a. The terms of the effective European and Greek Regulations for Electrical, Electronic and Telecommunications installations, as well as Information Technology Systems.
- b. The terms of the official regulations in effect in the country of origin of the said equipment, wherever there are no respective Greek or European regulations.
- c. The terms of the present Technical Description of the Project, i.e. the details of the Project's Execution Contract (contractual data).
- d. The rules of art and science, as well as the relevant directions, guidelines and suggestions of the Supervising Authority.

The last revision or edition of such standards and regulations, published before the Contractor's Tender submission date, shall apply, unless otherwise specified in the Technical Description and the Technical Specifications.

Article 3. HEDNO's Representation

1. Pursuant to those set forth in Article 5, paragraph 2 of the General Terms, the Corporation's bodies that will perform the duties and competences of the Supervising Authority and of the Service in charge shall be defined as follows:
 - (a) The duties of the Service in charge shall be performed by Manager of the appointed HEDNO's Department.
 - (b) The duties of the Supervising Authority regarding the monitoring and control of the works at the Work's site shall be performed by the

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appointed HEDNO Service in collaboration with other respective HEDNO appointed Departments.

2. Whenever the Contractor addresses to the Corporation, he shall be obliged to communicate the relevant document to the Corporation's "Authorized Engineer" for the relevant works, who shall be duly indicated to the Contractor in writing, following the signing of the Contract.

Generally, The Contractor shall be obliged to accept HEDNO's representation, as well as the powers assigned to HEDNO bodies based on HEDNO's organizational regulations applicable each time and in accordance with the guidelines to be communicated by the Supervising Authority.

Article 4. Representation of the Contractor

The provisions of Article 6 of the General Terms shall apply, with the following additions:

1. The Contractor's Attorney-in-fact shall have his seat in Athens.
2. The Contractor must appoint two "Supervising Engineers" for the said Project. The Contractor's Supervising Engineers, hereinafter referred to as "Supervising Engineers", shall cooperate with the Contractor's Company under a permanent employment relation (employee - corporate relation etc.)

The first engineer shall be a Diploma Electrical-Mechanical Engineer or Electrical Engineer or Information System Engineer, with experience in the organization and Project management, member of the Technical Chamber of Greece and holder of a professional license, who shall be responsible for all the works of the project.

The second engineer must be a Diploma Electrical-Mechanical or Mechanical Engineer or Electrical Engineer, holder of a professional license of Electrical Engineer or of a respective specialization accepted as equivalent, as well as holder of the license required by Law to install electrical facilities (Law 6422/34), who shall be responsible for all electromechanical works of the Project and for the primary electronic and information technology equipment.

"Supervising Engineers" shall also have three-year experience in Project Management and Organization, proven by the submission of a Solemn Declaration referring to this experience in detail.

It is apparent that the duties of the two aforementioned Engineers may be undertaken by BoD members of the Contractor, if the Contractor is a Société Anonyme (S.A).

3. The "Supervising Engineers", together with the Contractor, shall be responsible for the technically proper execution of works, the suitability of the installations in use, materials, all kind of equipment, supplies, and for the taking of all necessary measures, including those stipulated by Law

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1568/85 on "occupational health and safety", Directive 92/57/EEC, and Presidential Decree 305/96, for the avoidance of any accident, fatal or not, for which, in case it occurs to a member of the personnel of the Contractor, the Corporation or third parties during the execution of works of the present contract, the Contractor and its "Supervising Engineers" shall be held liable.

4. The appointment of the "Supervising Engineers" shall be communicated in writing to the Corporation at least ten (10) calendar days before commencement of the respective Project works and before installation of worksite.

The communication shall be made by submission to the HEDNO's Responsible Office of a joint solemn declaration, according to the specimen provided by HEDNO in Issue "Appendices", stating that the Contractor assigns and the Supervising Engineer undertakes the duties and the obligations to supervise the works, as these emanate from this Article and, in general, from the Contractual Issues.

At the same time, a recent copy of the "Supervising Engineer's" criminal record shall be submitted (issued not earlier than three (3) months) along with legally certified copies of his degree and professional license.

To ensure approval of said Engineers by the Corporation, the Contractor shall mention in their written communication all details and information with regards to the proposed Engineers' qualifications and experience.

The Corporation may refuse to approve the "Supervising Engineers" proposed, if, in its opinion, they do not have the qualifications and the experience required or are, for any reason, regarded as unfit to undertake such duties.

5. Along with the appointment of their "Supervising Engineers", the Contractor shall communicate in writing the appointment of a Substitute for each "Supervising Engineer", who shall have the same typical qualifications as the "Supervising Engineer".

In case of absence or impediment of the "Supervising Engineer", his competences, responsibilities and obligations shall be undertaken by the "Substitute Engineer", who shall be appointed by a joint declaration of the "Supervising Engineer" and the Contractor and a declaration of acceptance by the said "Substitute". Moreover, the necessary supporting documents required for the appointment of the Supervising Engineer, as described in previous paragraph 4, shall be also submitted for the "Substitute".

The "Substitute" shall undertake over duties only during the time period that the "Supervising Engineer" is impeded or absent, provided that the Corporation is timely notified of the same, under the responsibility of the Contractor or their "Supervising Engineer".

Article 5. Sub-suppliers – Sub-contractors

1. The Contractor shall submit for approval, upon signing of the Contract and certainly before the beginning of the Project's implementation, the sub-contractors he will use.
2. The Sub-contractor will be approved, when, except for the mentioned in the above paragraph, he has additionally the following requirements in order for his technical experience and adequacy to be evaluated by the Company:

The Sub-contractor shall be registered to the Register of Contractors' Enterprises (MEEP) and belong at least to the lowest required category of works (E/M and Energy) and ranks, for the part of the Project and the amount of his Contract conferred on by the Contractor.

3. For approval, before the establishment of the Sub-contractor into the Project, the Contractor shall submit to the Supervising Authority, a joint application of the Contractor and Sub-contractor that will include the following:
 - 3.1. Original Contract of formation of the subcontract that will be subject to the Contractor's approval according the aforementioned terms and shall include at least the following:
 - 3.1.1. An explicit reference of details of both contactors' companies, which shall prove the validity of the subcontract formation and the required characteristics mentioned above and more specifically:
 - (a) In case of a sole proprietorship contractor registered to the Register of Contractors' Enterprises, the name and the surname, the current address and the MEEP registration number, the rank and the category of works that it is registered for.
 - (b) In case of a foreign Contactor not registered to the Register of Contractors' Enterprises, the full company's name and trade name, the current address, the MEEP registration number, the rank and the category of works that it is registered for, as well as the name and the surname, the current address, the profession and the role of the person who is authorized to sign the subcontract formation contract and the details of the decision of the body which commits the company according to its statute, for the execution of the project in subcontract works and for his authorization to sign the formation contract.
 - (c) In case of an Enterprise not registered to the MEEP, the elements of the above points (a) and (b) (depending whether it is a sole proprietorship or a legal person) and instead of the MEEP registration items, the elements that prove that the enterprise is a Contractor which has the right, according to its country legal framework, to participate in joint ventures and to execute public work of the category and the rank corresponding to the specific part of the Project which the Contractor will confer on it.

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- 3.1.2. An explicit reference of the Project for the execution of which the subcontract is formed, which shall be identical with the reference of the project that the initial Contractor has undertaken.
- 3.1.3. The part of the Project (Main parts of the Project), that the Sub-contractor undertakes and the sub-contractual price.
- 3.1.4. An explicit reference of the participation percentage of each part corresponding to the entire Project, which shall prove the full compliance with the respective requirement of this subcontract approval.
- 3.1.5. To be noticed that the Sub-contractor will be represented solely by the Contractor and consequently the orders, the guidelines and the notifications, together with all the documentation and the correspondence, will be limited between the Company and the Contractor, according the General Terms requirements.
- 3.1.6. An explicit and unconditional statement of all parts about the acceptance of all terms of the Contract between the Company and the Contractor and about their joint full responsibility to the Company for the part of the Project that the subcontract Contract refers to (Subcontract scope) and more specifically that:

The Contractor is not exempted from his responsibilities and obligations derived by the Contract but will remain fully liable for all actions or omissions of the Sub-contractor or his personnel, as these actions or omissions are caused by the Contractor who will, explicitly and unconditionally, waive the benefit of excussion.
Moreover, the Contractor will assure that the terms and the conditions of the subcontract Contract are fully compatible with the terms and the conditions of the present Contract.
- 3.2. Envelope with supporting documents which will accompany the application and include the following:
 - 3.2.1. The legitimate documents that prove the items of previous paragraphs, such as: the current statutes, decisions of BoD, authorizations, etc. and specifically:
 - 3.2.1.1. For Greek companies:
 - 3.2.1.1.1. Whether the Sub-contractor is a "Société Anonyme"(SA)
 - (a) Government Gazette Issues, in which their Articles of Incorporation have been published, including any amendments thereof.
 - (b) Certified excerpt from General Assembly Minutes regarding the election of the BoD of the SA.
 - (c) Certified excerpt from Minutes regarding the formation of the BoD into a body.
 - (d) Certificate by the competent Authority (Ministry of Trade) certifying that their Articles of Incorporation have not been amended or in

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case they have been amended indicate the nature of such amendments.

- (e) Certified excerpt from Board of Directors Minutes granting approval for the subcontract agreement, designating the person or persons authorized to sign the respective contract.

3.2.1.1.2. Whether the Sub-contractor is Limited Liability Company (LLC)

- (a) Government Gazette Issues, where the Articles of Incorporation of the Limited Liability Company / Private Company have been published, including any amendments thereof with copies of the amending deeds.
- (b) Certificate issued by the competent Judicial Secretary regarding the submission of the Articles of Incorporation and any amendments thereof, that have been made after their publication.
- (c) Resolution of the Partners' General Meeting, providing approval granting approval for the subcontract agreement, designating the person or persons authorized to sign the respective contract.

3.2.1.1.3. Whether the Sub-contractor is General Partnership or Limited Partnership

- (a) A certified copy of the charter contract or agreement and of the amendments thereof along with a certificate by the competent Judicial Secretary regarding non publication of any other.
- (b) Decision of the manager or managers appointing the person or persons authorized to sign the subcontract agreement.

3.2.1.2. For foreign companies:

3.2.1.2.1. Certificates respective to those for Greek Enterprises regarding the establishment of the company, the Board of Directors formation, etc.

3.2.1.2.2. Decision of the competent body of the company, according to its statute, for the formation of the subcontract. The decision shall be certified by the competent Authorities of the company's establishment country.

3.2.2. Certified copy of certification for the registration of the Sub-contractor to the Register of Contractors' Enterprises (MEEP) of the competent Minister. The foreign companies shall submit Certificate issued by the competent Authorities or by the Embassy of their country that will certify that the company has the right to take over the part of the Project defined by the Subcontract Agreement.

3.2.3. Certificate by the Court of First Instance Secretariat where the seat of the Tenderer is located or for Foreign Companies issued within the last semester by the competent Authorities of the Country where the

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company is based certifying that the company is not declared bankrupt, and a respective Certificate that there is no pending petition for the company as bankrupt.

Also, besides the aforementioned, the legal persons, Greek and foreign, are obliged to submit Certification of the competent judicial or administrative Authority, issued within the last six months, which states that the company is not into a joint liquidation process as described in L. 2190/1920 as currently in force or into any similar situation and that also the company is not into a procedure of adopting a decision for joint liquidation as described in L. 2190/1920 or into similar situations.

- 3.2.4. Criminal Record Extract issued within the last three months or other equivalent document issued by a competent judicial or administrative Authority of the country of origin establishing that the Tenderer has not been convicted by virtue of an irrevocable court judgment for any of the offences of embezzlement, fraud, blackmail, counterfeiting, perjury, bribery and corruption pursuant to Law 3560/2007 as applicable, fraudulent bankruptcy and money laundering in accordance with the relevant Law as applicable from time to time or of an offence related to his professional conduct.

Legal entities shall submit the abovementioned extract for the Operators in case of Limited Liability Companies / Private Companies and Private Partnerships (general or limited) and for the Chairman and Chief Executive Officer / General Manager as concerns Sociétés Anonymes.

- 3.2.5. Clearance Certification regarding debts towards the State, according to effective Legislation

4. The aforementioned certificates will be sent to the ND, together with the justified written opinion of the Supervising Authority.

If, during the examination of the application, omissions are found, the Contractor can be invited to fill them.

The decision that approves the formation of the Subcontract, is communicated immediately to the Contractor, to the representative of the Contractor and to the Supervising Authority of the Project.

The Supervising Authority, with explicit justification, can reject the formation of the subcontract; the reasons of the rejections shall be based only on documented evidence, about the capacity and the reliability of the Sub-contractor, regarding the proper and timely execution of the project. This decision, of rejection of the subcontract, is immediately communicated to the Contractor, according to the Article 2 of General Terms Issue.

5. The approval of the Subcontract Agreement has the following consequences:

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- (a) The amount of the Subcontract Agreement is taken into account for the calculation of the Sub-contractor's experience.
- (b) The Contractor shall not be eligible for experience certificate for the amount of the Subcontract Agreement

6. Service providers:

Also the Contractor is possible to use in many cases personnel that are not Sub-contractors, according to the definition of the present article, nor have an employment relationship with the Contractor but they provide services to the Contractor e.g. with rendered services invoice, or private agreement etc.

Also it is acceptable that the provider is executing all the tasks of a project order.

The "service provider", except for a sole proprietorship, can also be a company of any legal form (G.P., L.P., L.L.C., S.A.).

Also, it is clarified that the "service provider" can provide services to more than one work.

The Contractor is solely liable for the fulfilment of the terms of the Safety and Health at work by the "service providers". The Safety Officer and the Occupational Physician (if provided) of the Contractor will also provide their services to the "service providers" for their employment at the works of the Contract.

HEDNO has the right to demand the ban of the "service provider" or of any member of its personnel if he considers him for any reason as inappropriate or if he does not execute his duties with the required diligence, integrity and transaction conduct, according to the Code of Conduct of HEDNO SA.

The settings regarding the dress code the endorsed employment card and the personnel protection measures are applied to the "service providers" and their personnel as well.

Also, among the invoices that the Contractor shall submit in order to be paid, Contractor shall include and copies of invoices for the payment of the "service providers" if they were employed for the tasks of the Contract for the payments reference period and the similar payment receipts issued by the Social Security Organizations that will prove their insurance arrangement.

Article 6. Contractor's substitution- Sub-suppliers – Subcontractors

- 1. The Contractor shall not be entitled to substitute itself for any third person, whether natural or legal, as regards the execution of the Contract or any part thereof.

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2. In addition to those provided for in Article 8, paragraphs 4 and 5 of the General Terms, the Contractor shall reserve the right to request the substitution of one or more sub-suppliers/subcontractors designated in the contract, only on condition he has good grounds for the substitution, making the cooperation with the designated sub-suppliers/subcontractors impossible. Said request shall be submitted to the Corporation for approval based upon the following criteria and without affecting the contractual price.

The final selection shall be gradually performed for the entire Project and on the Contractor's initiative. The main parts of the Project for which the Corporation requires approval of Subcontractors and Sub-suppliers, are cited in Article 2 par. 4 of the "Contract Agreement" Issue.

3. For any prospective Sub-supplier or Subcontractor to be approved, the Contractor shall submit the following details in a timely manner, so that the Corporation shall be able to evaluate their technical experience and reliability:

3.1. Equipment Sub-supplier or Subcontractor

- a. List of references proving that the prospective sub-supplier or subcontractor is an experienced and reliable firm to undertake the manufacturing or installation of the equipment of the same type and similar or larger size than the one offered.
- b. Current technical brochures and a pricelist of the proposed equipment that is manufactured by the Sub-supplier, as well as pricelists for the spare parts of the said equipment supplied by the Sub-supplier.
- c. Infrastructure and capabilities of the Sub-supplier as regards the design, manufacturing and operation of the equipment as well as concerning the commercial and financial possibilities of their business.
- d. Certificate that they can meet the requirements of the Contract (quality, tests etc.) for the specific equipment, as well as the general requirements of the Contract.

3.2. For the Subcontractor who shall install the System's electromechanical and communications equipment.

For the approval of the Subcontractor for the installation of the System's electromechanical and communications equipment, in compliance with the procedure provided for in par. 2 of the present Article, the following conditions shall be met cumulatively:

- a. The subcontractor shall have already executed works for the installation of at least 5,000 electricity meters during the last six (6) years.
- b. The subcontractor shall have to possess:

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- Quality Management System according to EN ISO9001: 2008 or equivalent certification issued by bodies having their seat in the member-states or other evidence for equivalent measures of quality assurance.
 - Sufficient in number, qualified, specialized personnel having all qualifications and meeting all requirements provided for by the Greek law and the relevant Regulations, in order to ensure timely and faultless accomplishment of the Project.
 - Personnel with Electric Technician Permit "Speciality F" or any equivalent certification according to Greek Law, or any equivalent certification issued by competent bodies within the EU.
- c. Such experience in construction must be certified in the Table of Experience and Professional Capability that the Contractor is obliged to submit.
- d. Certificates of Satisfactory Execution (timely and skillful execution) issued by the owners of such projects shall also be submitted for the aforementioned executed projects.
4. With respect to the right to concession, provisions of General Terms article 9 are effective, with the following addition:

Exceptionally, the Contractor may assign the payments under this Contract, only to banks operating legally in Greece, without HEDNO 's prior consent. The concession is acceptable provided that respective certifications will be drafted and approved. The payment of the respective amounts will be made after deducting:

- a. Any HEDNO claim regardless its grounds.
- b. Any debts of the conceding Contractor to any third party that could have the right to be paid by HEDNO.
- c. Any debts of the conceding Contractor towards the Greek State deriving from their tax clearance, the submission of which is necessary according to Law and the Contract for the payment of any amount and
- d. Any debt towards the employees, of the conceding Contractor, who have been engaged under the present assignment and that has been communicated to HEDNO, according to Article 702 of the Civil Code.

The above terms have to be included also in the concession draft for information purposes of the issuing bank.

Article 7. Training of the Corporation's Personnel

The Contractor shall be responsible to provide a training program to the personnel of the Corporation.

Such program shall cover:

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1. All issues pertaining to the engineering, designing, construction, testing and operation of the System and the rest of the equipment.

The detailed content of the training program shall be submitted for approval to the Corporation and shall include theoretical documentation, visits to the Contractor's technical offices, to the equipment's manufacturing factories, to the testing facilities, as well as a visit to a similar existing worksite that has been completed and is in operation.

The aforementioned training program shall be accompanied by technical manuals in Greek.

The cost of providing such training program is included in the price agreed for the System's construction and shall cover, among others, accommodation and boarding costs of the trainees for the parts of the program to be conducted outside Greece.

The training program shall be carried out prior to the temporary acceptance of the System, at a time convenient for the Corporation.

In addition, annual repeat training, lasting for at least one week, shall take place for all the above users.

Moreover, annual training, lasting for at least one week, shall be provided to Company technicians engaged in the installation and fault recovery of meters (estimated total trainees: 30 persons).

2. The on-site training of the Corporation's employees in matters of operation, maintenance, exploitation of the System, the software and the System's use.

The aforementioned program, which shall cover at least fifteen (15) working days, shall be borne by the Contractor and shall be completed before commencement of the System's trial operation.

Especially as regards the System, an additional 10-day training program shall be also provided which shall be completed one (1) year after the System's final acceptance.

3. The Contractor is required to ensure HEDNO's full operational readiness through the adequate training of HEDNO's staff that will be involved in operating the central system.
4. In this context, the installation of at least 1% of meters and communication devices with the central Metering System, per Region, will be delivered by HEDNO's workforce, under the technical support and final responsibility by the Contractor. This cooperation will refer to specific substations which will be announced timely to the Contractor by the relevant Areas.

Article 8. Machinery, Tools – Materials – Inspections - Tests

The provisions of Article 18 of the General Terms shall apply, with the following clarifications and additions:

The project's execution by the Contractor shall be subject to continuous general control and supervision by the Corporation through its competent bodies. While exercising their said rights, the competent bodies of the Corporation shall have free access to the Project under execution.

The exercise of control by the Corporation in no way limits Contractor's liability. The Contractor shall facilitate the work of HEDNO's competent bodies.

Note that all tests, as laid down in detail in the Technical Specifications, shall be carried out at the Contractor's expenses and in their responsibility, in presence of the Corporation's representatives. To that end, the Contractor shall elaborate and timely furnish the Corporation for approval a full schedule of all necessary tests. Before carrying out any such test, according to the time schedule approved, the Contractor shall notify in writing the Corporation, at least twenty (20) calendar days in advance.

Type tests

The Project's contractual price shall also include the cost of carrying out series tests/ acceptance tests on the equipment at the manufacturers' factories.

The Contractor shall perform the type tests specified in the technical documents of the Contract in the presence of an HEDNO's representative, unless it is able to produce certificates that meet all the following requirements:

- The test object mentioned in the certificate is exactly the same as the one of the Project under supply.
- The test execution conditions are exactly the same as those provided for in the specifications.
- The certificate shall be submitted in its entirety and not as a simple front page or brief note.

The said certificates shall be taken into consideration by the competent body.

Moreover, the Corporation reserves the right to reject a type test certificate meeting the aforementioned conditions, if it contests, in its judgment, the reliability of the laboratory certification that issued it.

During the Contract's execution, the Corporation reserves the right, at any time it deems appropriate, to require the conduct or repeat certain type tests, regardless of whether they have presented certificates of type tests, which were accepted. Upon successful completion of these tests, the cost will be borne by the Corporation and in the event of failure it will be borne by the Contractor.

Article 9. Availability of Project Monitoring Equipment

1. Computer Support Equipment

The Contractor is obligated to make available to the Corporation, with no extra charge, forty (40) modern laptops, forty (40) portable apparatus (e.g. PDA) along with the necessary software, the necessary licences of use, cables, optical heads for the on-site programming and/or extraction of metering data.

Following the Temporary Acceptance of the Project, the aforementioned supplies shall be kept by the Supervising Authority of the Project for the technical support of the System's operation.

Article 10. Contractor's Vehicles and Machinery Circulation inside and outside the Worksite

The circulation of the Contractor's vehicles and machineries inside and outside the worksite shall be performed with due attention, in order to avoid any negative impact on the existing installations, located inside HEDNO's facilities, at a site of the customers or, in general, in a public space.

The Contractor shall provide appropriate and necessary equipment in machinery, vehicles and other means for project execution. The necessary equipment shall be in good condition.

The Contractor must obtain insurance coverage for all vehicles and machinery to be used throughout the construction of the Project.

Article 11. Contractor's Responsibilities

The Contractor shall be liable, until the Temporary Acceptance of the Project, for any material damage to property, which shall be caused for any reason or due to any cause related to the Project's execution, including damages to be caused due to omissions of the Contractor during Project execution.

1. During project execution, the Contractor is obliged to and shall take any and all expedient measures to prevent and avoid damage to property (e.g. buildings, roads, trees, cultivations, etc) and to installations of the Corporation or any other Organization, demonstrating due diligence.
2. In case of third-party damage, the Contractor is obliged to submit within 48 hours a statement to the Corporation and subsequently provide, within a defined deadline, indemnity or compensation for the damaged party.
3. The Contractor shall prepare a report on certain dates determined by the Corporation, which will contain the damages caused during project construction to third-party or Corporation's property, the location, cause and the extent of such damage, as well as the owners purported to have been damaged.

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4. The Contractor shall be also liable against the Corporation for all direct expenses, which the Corporation may suffer, and for all actual direct damages sustained due to non-observance of Contractor's obligations. The Corporation may offset such claims with any amounts due to him for any reason or cause, under the Contract.
5. Any cases of damage which have not been declared by the Contractor shall be communicated by the Corporation for settlement, and the Contractor shall as soon as possible and in any case no later than one month, repay these and provide indemnity to the Corporation or, if such damage has not been caused by the Contractor, they must express their written denial to the interested parties within the foregoing deadline, communicating the relevant letters to the Corporation.

If no action has been taken by the Contractor within the aforementioned deadline, the Corporation shall compensate the damaged party to such amount deemed fair and charge the relevant costs to the Contractor.

If the Contractor denies having caused the damage and the damaged party files an action against the Contractor or the Corporation, the Corporation shall withhold the amount claimed by the damaged party from the Contractor's fee, incremented by three-year interest (at the applicable penalty rate) and the estimated legal fees. Alternatively, the Contractor may satisfy the aforementioned claim by producing a guarantee letter, subject to the Corporation's approval, for an amount equal to the aforementioned amount deducted. In case of an adverse ruling, a settlement shall be made based on the amount awarded plus legal expenses incurred. Otherwise, the amount withheld shall be paid or the guarantee letter shall be returned.

Should the Contractor deny having caused the damage and the affected individual has not filed a petition until contract settlement, the Contractor shall either provide indemnity to the damaged party in case where the damage has been restored or a guarantee letter to the satisfaction of the damaged party's claim, incremented by interest over such period remaining until write-off of the claim (at the applicable penalty rate), plus the estimated legal fees. Such guarantee letter shall remain to the Corporation until issuance of the final ruling on the petition or until the claim is written off if the affected individual has not filed a petition. When the damaged party is a public organization or a public utility Corporation or a municipality, community, etc, the same as per above shall apply (withholding or guarantee letter) without the need to file a petition against the Contractor or the Corporation.

6. Failure to comply with the aforementioned obligations shall automatically render the Contractor liable to restore all damages caused but not declared or not declared timely, even if it would have otherwise been borne by the Corporation, subject in this case to the provisions of the present Article.
7. The Contractor expressly and unreservedly waives the right to raise any objection against any counterclaim of the Corporation, and especially to

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challenge the extent of damage caused, as well as any amounts required to restore such damage.

Article 12. Statistics and other information on the Project - Log

The Contractor shall be obligated to keep a Project Log on a daily basis. The Log shall be kept according to the instructions of the Supervising Authority in a book containing numbered triplicate sheets, two of which shall be perforated and can be detached.

The Contractor shall record in the log data about the prevailing weather conditions, figures regarding the personnel per categories, the machinery used, the materials supplied, the works executed in brief, the laboratory tests, the orders and remarks made by the Supervising Authority bodies, any contingencies and any other significant information pertinent to the Project.

The Log shall be signed by Contractor's and Corporation's authorized representatives; and following signing, the two detachable sheets shall be given to the Supervising Authority.

The Log entries shall contain information about weather conditions, the numbers of the personnel employed and machinery used and, in general, shall give the general picture of the project's progress.

The Supervising Authority may always request that additional information or other data related to the Project be recorded in the Log or ask the Contractor to keep other statistical data as well. If the Contractor fails to comply with the above provisions, the Log shall be drafted by the Authorized Engineer, communicated to the Contractor and regarded as having been drawn by the Contractor. In that case, the drawing-up costs shall burden the Contractor and be withheld from the certifications.

The last note on the Log is made by the Supervising Authority.

Article 13. Temporary and Final Acceptance of the Project

Completion of works – Trial Operation

1. The present Article describes the main characteristics of the temporary and the final acceptance of the project, while a more analytic description for acceptance tests and guaranteed performance results are provided in Article 15.

The completion of the works shall be determined by the issuance of a respective certification. The following procedure shall be adopted for the issuance of the works completion certification:

Upon expiry of the total Project completion date (therefore on the twenty fourth month and following the completion of Tests as described in Issue "Technical Description of the Project") and as long as all construction

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works provided for by the Technical Description and the other contractual documents, including all tests, as described in the Technical Specifications, have been completed, so that the Project can enter the operation phase, the Contractor shall submit to the Corporation a written notice of the Project's completion date and the Head of the Supervising Authority shall issue a certificate stating the works' completion date.

Under no circumstances shall such certificate be deemed as a replacement of Project acceptance, which shall be conducted pursuant to the relevant provisions of Article 31 of the General Terms.

The Contractor may also request issuance of the certificate prior to the end of period if the Project has been completed.

If only insignificant omissions have been detected in the completed works, which do not affect Project functionality, the Head of the Supervising Authority shall notify the Contractor of the omissions detected and it shall set a reasonable deadline for their restoration. In this case, the completion certificate shall be issued after the timely restoration of omissions and shall state the completion date of the Project.

2. Upon issuance of the completion certificate by the Supervising Authority, the project's acceptance process begins. For the above process, the Contractor is obliged to maintain Project Authorized Engineer's presence onsite together with all staff required for Project operation and technical support for any malfunctions that may arise. Upon completion of the aforementioned inspections, the project shall be commissioned and, from such date, the one (1) month period of trial operation shall begin. During such period, the System must be set in seven-day smooth operation without any irregularities or breakdowns which the Contractor shall be liable for. Said period may extend to a maximum of three (3) months.

Upon lapse of the three months without the previous requirement having been met, the System shall be rejected.

During trial operation, the Contractor shall also occupy test and repair staff onsite, which shall intervene in order to restore any failure which may arise due to the Contractor's fault; such staff shall provide advice to HEDNO's personnel when required.

Temporary Acceptance

3. Upon successful completion of the aforementioned trial operation of the System, the Contractor is entitled to request the Corporation to perform Temporary Acceptance, conducted pursuant to the relevant provisions of Article 31 of the General Terms.
4. The supporting documents, which pursuant to Article 31 of the General Terms, shall accompany Contractor's application for Temporary Acceptance of each delivery, are:
 - 4.1. The Final Measurement, as approved by the Corporation, accompanied with copies of all individual measurements to be submitted in six copies.

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- 4.2. A complete list of all updated plans, which shall bear the stamp "AS BUILT", as well as a complete list of operation, maintenance and repair instructions and any other written information on the Project, in accordance with Article 3 of the General Terms.
- 4.3. Documents and other information included in the above lists, which have not been submitted by then to the Corporation.
- 4.4. A report related to the operation of Equipment and facilities.
- 4.5. (a) A report of all on-site tests conducted with all the necessary data and test results.

(b) A report on the trial operation period proving the necessary seven (7) days of unhindered operation of the System.
- 4.6. Any pending disputes by the Contractor, for which it has not resorted to the procedures of Article 42 of the General Terms.
5. The Temporary Acceptance date shall be the date defined in the Report, which, if no omissions are ascertained, shall coincide with the trial operation completion date.
6. The deadline mentioned in Article 31 of the General Terms in relation to the preparation of Temporary Acceptance Report is set at 90 days from commencement of the Temporary Acceptance procedure.
7. The deadline for the approval of the Temporary Acceptance Report by the competent body of the Corporation shall be set at 90 days from the unreserved signing thereof by the Contractor or from the date on which such objections may have been filed, if signing with reservations, within the mandatory period of 30 days.

Warranty Period

Those provided for in Article 31, paragraph 2 and Article 19 of the General Terms, subject to the following clarifications, shall apply:

8. In relation to Project defects for which the Contractor is responsible and which appear or are identified during the Project's warranty period, the following shall apply:
 - 8.1. If, during the warranty period, any material defect is ascertained in the Project or an essential part thereof, obstructing the operation of the total Project or the respective part, the Contractor shall promptly proceed to the restoration of the defect. In that case, the Corporation shall maintain all its rights for restoration of any damage incurred due to the compulsory outage, on Contractor's fault, also in conjunction with those provided for any late delivery of the project or parts thereof. The removal of the defect or the restoration of the damage shall be ascertained following proper inspection.

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It is understood that, upon removal of a defect, a new warranty period shall begin for the respective part that has presented the defect, of a term equal to the initial one.

For the remaining installation, the warranty period shall be prolonged for a period equal to the time the installation was out of order.

- 8.2. If minor defects not affecting the operation of the facility are ascertained, the Contractor must promptly restore them at their expenses, within the minimum time required according to the type of each individual defect. If the Contractor does not comply with those provided for above, the Corporation may see to the restoration of the defects mentioned above, but the Contractor shall be burdened with the restoration costs and the relevant liability.
- 8.3. Upon restoration of the defects, a new warranty period shall commence for the defective parts repaired, with all consequences provided for by the Contract.

For the cases mentioned in the abovementioned paragraphs 8.1 and 8.2 all of the Corporation rights are applicable, as mentioned in Article 19 of the General Terms. The Contractor shall be given the freedom of access in order to do all that is necessary.

Final Acceptance

9. The System's Final Acceptance process shall begin twelve (12) months following the Temporary Acceptance, i.e. upon expiry of the Warranty Period.
10. It shall be clarified that for the new metering equipment that will be installed during the Warranty Period, it will be accepted in total at the Final Acceptance Report
11. The deadline mentioned in Article 31 of the General Terms in relation to the preparation of Final Acceptance Report is set at 90 days from commencement of the Final Acceptance procedure.
12. The deadline for the approval of the Final Acceptance Report by the competent body of the Corporation shall be set at 90 days from the unreserved signing thereof by the Contractor or from the date on which such objections may have been filed, if signing with reservations, within the mandatory period of 30 days.

Article 14. Mode of Payment – Supporting documents

Apart from those mentioned in Article 34 of the General Terms, for the drawing up of certifications and other supporting documents, the following shall apply:

For paying for the works being executed, the following are required:

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- 1.1. A consolidated account audited and signed by the Supervising Authority accompanied by a Monthly Certification according to the following procedure:

During works execution, the Contractor draws up in six (6) photocopies a Certification and a consolidated account, in printed forms approved by the service in charge, of all due amounts resulting from all performed works. The said certificates concern only works which have been recorded. It is not allowed to include any works which have not been recorded.

In particular, it is agreed that works which have not been completed yet cannot be included in the aforementioned accounts. By the term work, we mean any work described in the invoice in a particular article thereof or in a respective New Price unless otherwise specified in the Protocol of New Price.

- 1.2. The Supervising Authority, within a deadline of fifteen (15) days from its receipt, shall sign the Consolidated Account and the Certification, certifying thus that the quantities are in compliance with the measurements and the measuring data, the prices are in accordance with the Contract and the relevant provisions and in general that all cuts and sum reductions that derive from the Contract have been effected in the Account and the Certification. If the Certification submitted presents any obscurities or inaccuracies to an extent that its correction is rendered difficult, the Supervising Authority shall point out the inaccuracies or obscurities which were detected during supervision and shall order their revision and resubmission.

In this case the deadline defined above commences from its resubmission by the Contractor.

- 1.3. Upon approval of the Certification and the Consolidated Account by the Service in charge, as well as upon submission of the certified invoice and other supporting documents, the Corporation is obliged to proceed to the payment of the account within the deadline set forth in article 34 of the General Terms. However, if despite the relevant notification, the Contractor delays the submission of the said supporting documents, the deadline set in Article 34 of the General Terms commences as of the date of submission of these supporting documents.
- 1.4. Apart from the consolidated account and the certification, for the payment of the Contractor, the submission of the following supporting documents is required:
- a. Contractor's invoice in favour of HEDNO
 - b. Tax clearance
 - c. Insurance clearance

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d. Solemn Declaration by the Contractor's legal representative by which it shall be certified that as regards the personnel occupied by the Contractor or/and the Subcontractor the provisions of the Labour and Insurance Legislation have been unswervingly applied during the period referred to in the invoice.

e. Copies of the Analytical Periodic Statement of the Contractor's or/and Subcontractor's personnel for the period referred to in the invoice.

f. Copies of vouchers which constitute a proof of the deposit via Bank of the remuneration of the Contractor's or/and Subcontractor's employees or otherwise in case of inability to provide the above, a respective Solemn Declaration shall be submitted by engaged Employees, stating that they do not agree with the publication of their personal data and they confirm that they have been remunerated as appropriate for their work effort during the relevant timeframe.

g. Any other document evidencing the compliance with the labour and insurance legislation for the personnel occupied during the period referred to in the invoice, which may be requested by HEDNO's competent body.

It is noticed that paragraphs (e) and (f) do not apply in case of the payment refers to materials-spare parts.

Article 15. Insurance coverage

The provisions of article 38 of the General Terms and of the Insurances Issue shall apply, with the following note:

The insurance coverage against all risks shall also provide for coverage against faulty design, manufacturers' risk, defective materials and poor workmanship.

Insurance coverage of the materials provided by HEDNO to the Contractor shall not be required.

Article 16. Phase A' Testings

The testing will be conducted in Phase A', that involves the establishment of the central systems and the replacement of 10,000 meters and before the beginning of Phase B.

The testing will take place at the installed central system and will involve Phase A' installed meters and concentrators.

The Table 1 below presents the functions and limits for this test.

Description	Functions	Success criteria
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Description	Functions	Success criteria
Meter Installation	Registration of the meters to the system	99.8%
Installation of in-house displays	Registration of in-house displays to the system, assignment of displays to the relevant meters	99.8%
Activation of Power Limitation	Activation of Power Limitation to meters of selected customers by HEDNO from an indicative list of cut-offs. (100 meters indicated by HEDNO)	95% Within 3 hours
Disconnection of switching element	Disconnection of meters from an indicative list of cut-offs. (100 meters indicated by HEDNO)	95% Within 3 hours
Reconnection of switching element	Reconnection of meters from an indicative list of reconnections. (100 meters indicated by HEDNO)	95% Within 3 hours
Registers' data reading	Registers' data reading from all registered meters. Reading time period 00:01-08:00	95% Within 8 hours
Load curves reading	Reading of load curves from all registered meters. Reading time period 00:01-08:00	95% Within 8 hours
Auto-diagnostic messages for the State of the Meter (Alarm, etc.)	Reading of the log file from all registered meters.	95% Within 24 hours
Setting Operation Parameters	Setting of tariff zones for selected by HEDNO meters from an indicative list of suppliers (100 meters indicated by HEDNO)	95% Within 3 hours
Processing of metering data by MDM	Processing and validation of metering data for all registered meters.	95% Within 24 hours

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Description	Functions	Success criteria
Provision of validated metering data for billing purposes	Availability of validated metering data from the registers for billing purposes in the central system.	99.5% Within 72 hours
Data export to the Information Platforms	Availability of metering data from the registered meters to the Consumer Web-Based Platform, Mobile Platform	95% Within 24 hours

The above criteria should be met within one (1) month from the beginning of the testing. If the above criteria are not met within the one month of testing, it is possible to repeat testing for an additional month.

In case of deviations exceeding 5% of the initial qualification rate, during these additional testing, the contract will be terminated and the relevant penalty clauses shall apply.

In case of deviations below 5% of the initial qualification rate, during these additional testing, an additional month of testing shall be provided.

If the limits are still not reached, the contract will be terminated.

Article 17. Guaranteed Levels of the System Smooth Operation – Acceptance Test

The testing will be conducted upon the completion of Phase B', involving the replacement of all meters.

The test will take place at the installed central system and will involve the installed meters and concentrators of Phase B. For the testing purposes the above table is applicable (Table 1).

The above criteria should be met within one (1) month from the activation of provisions on Temporary Acceptance, as per Article 12.

If the above limits are not reached within the one month of testing, it is possible to repeat testing for an additional month.

In case of deviations exceeding 5% of the initial qualification rate, during these additional testing, the contract will be terminated and the relevant penalty clauses shall apply.

In case of deviations below 5% of the initial qualification rate, during these additional testing, an additional month of testing shall be provided.

If the limits are still not reached, the contract will be terminated.

Article 18. Occupational Health and Safety

The Contractor shall be liable, and subject to legal penalties, to apply the law on the health and safety of employees. The Contractor explicitly agrees and undertakes sole responsibility for the study and implementation of safe work measures both for the employees involved in Project construction and for any third parties.

The Contractor is responsible for elaborating the Health & Safety Plan (HSP) and drawing up of the Health & Safety Dossier (HSD) during the technical works' engineering phase. The Contractor shall be liable for implementing, monitoring, readjusting and enriching the Health & Safety (HSP) and the Health & Safety Dossier (HSD) during the technical works' execution phase. It must notify the local labour inspection offices of the Project construction and submit the necessary supporting documents (HSP, HSD, etc), and inform the Corporation of the submission of such supporting documents. It must obtain from the local labour inspection offices and keep a safety measures logbook.

To elaborate, implement, monitor, readjust and enrich the Health & Safety Plan (HSP) and the Health & Safety Dossier (HSD), and to implement the general principles of Prevention and Safety, the Contractor shall appoint in their tender the competent Coordinator for Health & Safety issues during the elaboration of the study and/or the competent Coordinator for Health & Safety issues during the execution of the technical works.

Regardless of the number of employees, the Contractor must employ a Safety Technician; if the Contractor employs more than 50 employees, they must also employ an Occupational physician (Law 1568/85).

The Contractor must make available to their employees a Written Assessment of Risk at Works concerning the risks arising during work in relation to Health and Safety (Presidential Decree 17/96, Article 8, paragraph 1).

The Contractor shall keep a special accidents' Log and provide it to the competent authorities. In cases of work accidents to personnel involved in projects undertaken by the Contractor on account of HEDNO, the Contractor or their legal representative shall be liable to take the necessary actions stipulated in the applicable laws, and any accidents must be immediately reported to the Corporation. Moreover, it must PROMPTLY notify the competent labour inspection offices or Insurance Organizations of any work accidents.

The Project's Coordinators shall be clearly cited in the Contracts, so that both contracting parties (HEDNO and Contractor) know a priori the names of the Coordinators, as well as their duties. In accordance with Law 1568/85, the Coordinators on Health and Safety issues during the project's execution may undertake the work and the competences of the Safety Technician. In that case, the employment time shall not be set off but shall be calculated and executed independently; i.e. the Coordinator's duties shall be performed at a time other than the employment hours of the specific person as a Safety Technician. Provided that Presidential Decree 305/96 does not provide for a minimum employment time for the Coordinator, it is clear that such time shall depend on the type, the volume, the specificities and the special risks of the

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project and shall be explicitly laid down in the Contract by which the respective duties are assigned. Pursuant to Article 7 of Presidential Decree 305/96, the Contractor assigning to Coordinators the duties cited in Articles 5 & 6 of Presidential Decree 305/96 shall not be discharged from their responsibilities in the said Sector.

Pursuant to Article 3, paragraph 12 of Presidential Decree 305/96, with regards to works of a specified term exceeding 30 working days, for which more than 20 employees are occupied at the same time or for which the stipulated amount of works exceeds 500 wages, the Contractor must forward to the competent labour inspection office, before such works commence, a prior Notice drawn in accordance with Annex III provided for by Article 12 of Presidential Decree 305/96.

HEDNO, as owner of the project having control over the workplace, shall and is entitled to supervise the Project, not only with regard to its correct execution but also as to the compliance with the Contractors' obligations in matters of Health and Safety, shall cooperate with the Contractors for the implementation of such issues, shall coordinate their activities for the protection of employees from risks at work and see to the exchange of information among them. (Presidential Decree 17/96, Article 7, paragraph 9).

Should the Contractor not implement the stipulated measures and not comply with the Health and Safety rules, as provided for by the applicable law, HEDNO is entitled to rescind the Contract, to demand that the works are suspended and apply the penalty clauses provided for by the Contract.

Article 19. Control of the Project

The project's execution by the Contractor shall be subject to constant general control and supervision by the Corporation through its competent bodies. When the competent bodies exercise their said rights, they shall have free access to the executed Project.

The exercise of control by the Corporation shall in no way limit the Contractor's liability. The Contractor must facilitate the work of HEDNO's competent bodies.

Article 20. Confidentiality of HEDNO's Information

With their participation in the Notice of Request for Tenders, tenderers accept that HEDNO data and/or algorithms and/or HEDNO methods shall be used during project evaluation and implementation.

The above data shall be confidential and tenderers, as well as the project Contractor must take every possible measure to protect them. Specifically, tenderers and the Contractor:

a. Must explain these obligations to all their personnel that will handle such information.

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- b. Shall not disclose any of the above information to third parties without HEDNO's written permission.
- c. Shall not use such data and/or information related to the project for any other purpose without written permission from HEDNO.
- d. In the event of unauthorized disclosure of information, HEDNO can claim compensation without prejudice to any of its legal rights.

The tenderer awarded the project shall sign a 'CONFIDENTIALITY AGREEMENT' along with the Contract of execution with HEDNO.

Article 21. Contractor's Obligations for the safeguarding of employees' labour and insurance rights

- 1. The Contractor shall be fully and exclusively the sole responsible towards HEDNO for the unswerving application of the labour and insurance legislation in force as regards the personnel occupied by it and by their Subcontractors, in relation to the fulfilment of the Contract's obligations.
- 2. The Contractor and the Subcontractors are obliged to unswervingly observe the provisions of the labour and insurance legislation for their personnel being occupied within the framework of the Contract, including the payment to their personnel of their remuneration as specified by the law, which in no way can it be lower than that provided for by the collective labour agreement, as well as the observance of the working hours according to the Contract, the payment of the insurance contributions of their personnel as provided for by the law, the strict observance of the employees' conditions of occupational health and safety etc.

To that end, the Contractor is obligated in particular:

- a. To pay their employees' remuneration exclusively through Banks and to submit the relevant payment vouchers to HEDNO's competent body that is responsible for the monitoring and implementation of the Contract's terms and
- b. To submit to HEDNO's competent body that is responsible for the monitoring and implementation of the Contract's terms, any other document required in order to prove the observance of the labour and insurance legislation, such as photocopies of their personnel labour contracts or/and of the Subcontractor's personnel that is occupied within the framework of the Contract and during the period of its effectiveness, certified by the Social Security Institute (IKA) or copies of Analytical Periodic Statements of the Social Security Institute as well as copies of payrolls of their personnel or/and of the Subcontractor's personnel electronically submitted personnel lists which shall be posted according to the law, on the wall of the site of Contract execution, copies of pay slips of their personnel or/and of the Subcontractor's personnel, etc.

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The Contractor undertakes the aforementioned obligations towards HEDNO for the personnel occupied by them for the execution of the Contract, as well as of the personnel occupied by their Subcontractors and guarantees their correct implementation even from the part of their subcontractors which may work for him.

3. HEDNO reserves the right to send a Contract's copy, as well as the particulars of the personnel occupied by the Contractor or/and Subcontractor within the framework of the Contract, to the competent Department of Social Supervision of the Labour Supervision Body (SEPE) and to the Social Security Institute-ETAM in order to monitor the unswerving application of the labour and insurance legislation.
4. The Contractor's personnel, as well as that of the Subcontractor is obliged to wear, during the execution of works within the framework of the Contract and during their stay in the facilities and buildings of the Corporation, a unified and recognizable uniform with the trade name of the contractor or/and Subcontractor and shall bear in a conspicuous position an **identity card with their photo on which their name and specialization shall be written**. This card shall be valid only on condition that it bears the signature of HEDNO's body that is competent for the monitoring and implementation of the Contract's terms. In order to make their card valid, the Contractor's or/and Subcontractor's personnel is required to submit to HEDNO's competent body a copy of its labour contract or other document as set forth in article 3 of PD 156/94, as well as a copy of the Special Book for the new recruited personnel insured to the Social Security Institute, which proves the registration of the said personnel in this Book. The Contractor is obliged to provide cards even for their personnel or/and of the Subcontractor's personnel occupied which shall substitute for the employees being absent within the framework of Contract execution. **None of the Contractor's/Subcontractor's personnel may be employed within the framework of the Contract's execution and enter the Corporation's facilities if not furnished with the said card.**
5. The Contractor or/and the Subcontractor is obliged to make available to its personnel all suitable personnel protection equipment (PPE) depending on the works being executed, as well as to take all measures of occupational health and safety as imposed by the law and to observe the obligations as regards the appointment of a safety technician and an occupational physician, the assessment and prevention of occupational risks, the protection against any possible hazards and the briefing of the personnel etc.
6. The Contractor shall submit before commencement of the works, a list of all vehicles and mechanical equipment to be used within the framework of the Contract by itself or/and the Subcontractor, copies from the legal licenses and certificates of check and recheck carried out by recognized bodies for vehicles and hoisting engines and which shall be renewed under the Contractor's or/and Subcontractor's responsibility, as well as insurance policies. The equipment which shall fully cover the said requirements shall be furnished with a special sign made available by HEDNO's competent body for the monitoring and implementation of the Contract's terms. **No**

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vehicles or equipment shall be used within the framework of the Contract's execution if not furnished with the said sign.

Article 22. Contract violation- Notice of termination

Those mentioned in article 43 of the General terms shall apply along with the following note:

It is explicitly stated that the non observance of the terms set forth in article 21 of the present Issue "Contractor's obligations for the safeguarding of the employees' labour and insurance rights", constitutes a reason for the termination of the Contract.