



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

NOTICE OF CALL 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 D'**  
**GENERAL TERMS**

Notice Of Call 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"**

**GENERAL TERMS**

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**Article 1. Terms - Definitions**

In the Contract's interpretation or in any correspondence relevant to the Contract, the following terms shall have the meaning respectively provided below:

Corporation: the Hellenic Electricity Distribution Network Operator S.A. (HEDNO S.A.).

Contractor: shall be the legal or natural entity, which has been awarded the execution of the Project.

Contract: the written agreement between the Corporation and the Contractor for the execution of the Project. This term includes any addenda to the Contract.

Contracting Parties: the Corporation and the Contractor.

Supervising Authority: HEDNO S.A 's Technical Service that is competent to monitor, inspect and administer the Project's construction.

Chief Department: HEDNO S.A.'s Department that manages the Supervising Authority.

Project: the object of the Contract as specified in the Agreement.

Equipment: all machinery, fixtures, components, spare parts etc. that shall be integrated in the Project or delivered by the Contractor to the Corporation for Project operation and maintenance.

Project Machinery: any fixed or movable machinery (i.e. concrete mixers, cranes, tractors, bulldozers, etc.) utilized by the Contractor for Project execution.

Defects: includes, without exception, all damaging deviations from the stipulations of the Contract by the Contractor or the absence of Project properties as provided by the Contract or part thereof as agreed by the Contract; all faults and/or erroneous calculations, any and all defects or imperfections of the Project as defined according to the rules of science and craftsmanship, as well as any omission by the Contractor concerning the Project and any legal defects. Normal wear is not considered a Defect.

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**Article 2. Language – Correspondence and Documents-Measures and Weights**

1. The official Contract language is the Greek language.

The Technical Specifications as well as various other technical information of the Contract may be written in English at HEDNO's discretion.

2. The correspondence between the Corporation and the Contractor shall be effected in Greek, through the Supervising Authority. Whenever deemed necessary for reasons of speed or for the smooth operation of the Contract, the correspondence may be effected directly between the Contractor and the competent Departments of the Corporation on the condition that such correspondence would be compulsorily communicated to the Supervising Authority.

In case of emergency and if deemed necessary, correspondence may be effected in the English language on the indispensable condition that the official document in Greek would be also attached.

3. Words or phrases noted on drawings, tables, signboards or diagrams prepared by the Contractor as well as technical issues to be submitted, may be written in the English language.
4. The Contractor is obligated to translate into Greek any texts or words on drawings, tables, signs, documents and operating or maintenance instructions pertaining to Project Equipment as reasonably required by the Corporation.
5. In all designs, measurements, calculations etc., the International Decimal System shall be employed, as applicable each time.
6. The Corporation approvals granted to the Contractor as well as correspondence may be effected by fax. The telex or fax date shall be considered as the approval or correspondence date.

**Article 3. Drawings and Guidelines**

1. General

- 1.1. The Project shall be carried out according to the drawings certified (approved) by the Corporation. The Contractor shall be responsible for any deviation, omission or defect of the drawings, regardless of whether such drawings have been approved by HEDNO.

According to the Contract, the approval shall in no way release the Contractor from his obligation to comply with the terms of the Contract

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and the Technical Specifications or from his responsibilities involving the design, construction and performance of the Equipment and any other part of the Project.

- 1.2. All drawings showing permanent structures shall be on slides.
- 1.3. All drawings certified by Corporation shall be marked "APPROVED" or "SUITABLE FOR CONSTRUCTION".
- 1.4. Documents and drawings pertaining to the Equipment that have been forwarded to the Corporation shall remain the Contractor's industrial property. Such documents and drawings should not be used by the Corporation for any other purpose than their intended purpose nor should they be disclosed by the Corporation to third parties that are not related to the Project unless such right has been specifically granted by the Contractor.

An exception to the above would be in case of repairs, maintenance and improvement of installation performance, failure of Equipment, extension of the Project or extensions and renovations of the existing installations, in which case the Corporation has the right to use said documents and drawings wherever deemed necessary.

- 1.5. The documents and drawings pertaining to Civil Engineering as well as those related or pertaining to Machinery configuration shall be property of the Corporation; the Corporation could therefore make free use thereof in all its current and future constructions.
- 1.6. Any and all correspondence, drawings and other instructions exchanged between the Contractor and the Corporation shall be considered as received from the date of their respective entry into HEDNO S.A.'s Register.

## 2. Electromechanical Drawings

- 2.1. The Contractor shall submit to the Corporation in six (6) copies the overall design of the individual systems of the Project along with the drawings for approval. The drawings should be complete and submitted together with explanatory notes of the design, which should describe the behavior of the Equipment under any operating conditions.

Related system drawings or design information based on drawings or engineering documents shall be taken into account only if submitted concurrently with or prior to the submission of the drawings which require approval.

- 2.2. Parts of the Equipment for which inspection has been required by the Corporation shall not be manufactured until inspection confirmation is received from HEDNO S.A.. In case that a part of the equipment has been manufactured without prior approval by HEDNO S.A., the

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Contractor shall be fully and solely liable for any consequences that might follow.

- 2.3. Within ten (10) calendar days at the latest from receipt of the preliminary drawings by the Corporation, the Corporation shall return to the Contractor a copy of each of said drawings approved or approved with remarks or corrections.

Should the Corporation not reply to the Contractor within twenty (20) calendar days at the latest from receiving the aforementioned drawings, such drawings shall be regarded as suitable for construction, on condition that the Contractor, at the end of the first ten (10) days, has reminded in writing (via telegram or letter) the Corporation of such case and as long as such drawings do not modify the requirements and conditions of the Contract. The aforesaid deadlines shall not apply if during drawing inspection it would be considered necessary that the Contractor should provide further clarifications, in which case the drawings shall be pending until satisfactory clarifications have been provided to the Corporation in writing.

- 2.4. Any drawings returned as approved with remarks or for correction shall be revised by the Contractor, according to Corporation proposals (and/or non-acceptance of such proposals should be fully justified); they should be resubmitted to the Corporation within a period not exceeding twenty (20) calendar days, for new inspection. In such cases, the deadline for drawing approval by HEDNO S.A. shall be reduced to five (5) calendar days, if the documents submitted are complete in accordance with the previous paragraph 2.1.

In case the Contractor would not reply to the Corporation at the latest within twenty (20) calendar days from the receipt of the returned drawings, then he shall be held fully liable for any delays to the Project that might result therefrom.

- 2.5. Unless the Corporation would require complete or extensive revision of the drawings, the Contractor shall use the returned drawings for the construction of segments of the Equipment on condition that modifications suggested by the Corporation are complied with.

- 2.6. It is agreed that the Contractor shall not submit to the Corporation for approval drawings deemed as industrial confidentiality (duly evidenced) or drawings of constructional details of the Equipment.

However, all these drawings shall be made available to the authorized Departments of the Corporation either at the material construction or testing site or at Corporation offices, whereas the remaining drawings shall be submitted to the Corporation in six (6) copies and one (1) slide.

- 2.7. It is agreed that the Contractor shall in any case furnish the Corporation with all necessary drawings and information as well as with any data



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required at HEDNO S.A.'s discretion, for the design, industrialization, building, supervision during construction phase, commissioning, operation, maintenance of and repairs to the Project.

In order to make Project repair by the Corporation feasible, all necessary information should be provided by the Contractor, namely method of disassembling, handling, assembling, dimensions, materials, processing of individual sections, etc.

- 2.8. In case that following the drawing and/or design approval modifications would be deemed necessary, the Contractor shall be obligated to timely resubmit to the Corporation the drawings and/or designs revised. Modifications pertaining to minor details, which do not affect the Project or the operation thereof may be executed without a new approval by the Corporation; however, even in such case, the Contractor shall be obligated to submit to the Corporation six (6) copies and one (1) slide of each revised drawing within ten (10) days from the date modifications were made and in any event prior to inviting Corporation Inspector according to the stipulations of Article 27 of the General Terms.
- 2.9. Upon completion of each individual work as stated in the Project Working Plan, the Contractor should submit in six (6) copies the design which shall include the final drawings and the Equipment configuration stamped "as built" along with diagrams, operating instructions etc.
- 2.10. Two (2) months prior to commencement of tests in operating conditions or prior to the commencement of the commercial operation of the Project (as the case may be), the Contractor shall submit one (1) slide of all the aforesaid "AS BUILT" drawings and diagrams.
- 2.11. If part of the Project would be modified following the preliminary tests, the relevant drawings (in six (6) copies and one (1) slide), corrected according to the above modifications, shall be delivered stamped "AS BUILT" to the Corporation not later than fifteen (15) days following the date of the particular modifications.
- 2.12. Every modification, change or report made by the Contractor in the design, the drawings, the operating and maintenance instructions during the guarantee term, shall be submitted to HEDNO in six (6) copies plus one (1) slide, within fifteen (15) days from the effective date. For each of such modifications, the Contractor shall deliver in writing to the pertinent HEDNO S.A. personnel one official copy of the modification report.

### 3. Civil Work Drawings

- 3.1. The Contractor shall submit to the Corporation for inspection and approval six (6) copies of Design Calculations and six (6) copies plus one (1) slide of the construction drawings (formworks, reinforcement, masonry, metal structures, etc) duly sealed by the Contractor. Within

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ten (10) calendar days from the receipt of drawings, the Corporation shall return one (1) copy of Design Calculation and drawings to the Contractor, either approved or with its remarks, if any, stamped as "APPROVED" or "SUITABLE FOR CONSTRUCTION" or "APPROVED WITH REMARKS" accordingly.

In the event the Corporation has not replied to the Contractor within twenty (20) calendar days at the latest, then the Design Calculations and the drawings shall be assumed as suitable for construction.

- 3.2. The Design calculations and drawings returned with remarks for correction shall be revised by the Contractor according to the Corporation suggestions and resubmitted in six (6) copies and one (1) slide to be re-inspected and approved. In this case, the deadline for approval shall be reduced to five (5) calendar days.
- 3.3. Modifications regarding details of minor importance not affecting the design and safety of the constructions may be performed at the Project's site by the Corporation, as long as the Contractor is duly notified by the Corporation of such modifications.
- 3.4. If the Corporation would not have any remarks or require modifications, the Contractor shall submit to the Company one (1) additional slide.
- 3.5. On completion of each individual part of works, the Contractor shall submit to the Corporation one (1) additional slide where the latest revision made should be filled.

These drawings shall be stamped "AS BUILT"

4. List of instructions and drawings on Project completion

- 4.1. On completion of tests in operating conditions or on closing of the Project's "Commercial Operation" (as the case may be), the Contractor shall be obligated to submit to the Corporation a complete list including designs, drawings, operating instructions, maintenance and repair instructions as well as any other written information related to the Project.

The list should be recently updated, clear with specific reference to civil engineering as well as to mechanical, electrical and electronic works and include indication of the last revision date, number of pages and any other information that the Contractor would consider as useful to the Corporation.

- 4.2. If any data contained in the list have not been submitted to the Corporation, the Contractor shall submit them together with the list in six (6) copies and one (1) slide.

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**Article 4. Designs**

1. The Project's execution shall be performed based on the design drawn by the Contractor and submitted to the Corporation for approval and validation.

During preparation of the Project's design, the Contractor shall consider the following:

- a. That the Project shall operate in accordance with the principles and operational conditions as specified in the Technical Specifications of the Contract.
  - b. All existing installations and local conditions as well as all technical and financial issues relating to the Project.
  - c. That the Corporation must make available to the Contractor, on relevant written request, all supplementary information available within thirty five (35) days.
2. The design should include, without being limited to, the following separate information:
    - a. Supplementary research if necessary on topographical, geological and hydrological issues apart from research already carried out by the Corporation and evaluation of relevant outcome.
    - b. General and detailed designs, calculations, charts and drawings of the Project (Equipment, civil works, etc).

Detailed calculations for determining the principal features of the Equipment; system flow diagrams with geometrical and operating features, balances, electrical connection diagrams, general and detailed Equipment configuration drawings together with necessary free spaces for access so that supervision may be feasible during operation and repair, with disassembling and reassembling works carried out unhindered.
    - c. Full description of the Equipment, as well as instructions for the operation, maintenance and repair thereof, including instructions for disassembling - reassembling and installation of Equipment components.
    - d. Any other data, calculations, drawings, diagrams, etc., which are necessary in the Contractor's or Corporation's opinion for the design, execution and operation of the Project.
    - e. The requirements specifically stated and required in the Technical Specifications.
  3. The design shall be submitted to the Corporation for inspection and approval prior to being implemented or executed.

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If the Contractor failed to submit a design accompanied with drawings, fully documented and acceptable to the Corporation, then he shall be held liable for all consequences and delays that may result until a design satisfactory to the Corporation would be submitted.

4. Apart from the above, the Corporation maintains its right to require from the Contractor during the course of the Project, any other designs, drawings and written documentation it may consider appropriate for the proper and timely execution of the Project and for the cost-effective and smooth operation thereof.
5. In case the Contractor disagrees with the written instructions by HEDNO S.A. on modifications of the designs and drawings or on the method for carrying out the works, the Contractor should notify HEDNO S.A. of his disagreement stating his reasons within a period of fifteen (15) calendar days.

If, despite the Contractor's objections, the Corporation would insist on implementing its instructions, the Contractor shall be obligated to faithfully comply therewith, in which case he shall be released from any liability related to Corporation decision.

#### **Article 5. Corporation Representation**

1. The administration, monitoring and inspection of the Project shall be conducted by the Corporation through the Supervising Authority and the Chief Department. The duties of the Supervising Authority include onsite work quality and quantity monitoring and control and generally the Contractor's adherence to Contract terms.

The duties of the Chief Department include direct superintendence of the Supervising Authority as well as settlement and forwarding for settlement of issues resulting during Contract execution, which could not be directly regulated by the Supervising Authority.

2. The Corporation bodies performing the functions and powers of Supervising Authority and Chief Department are specified in the Special Terms or determined by the Corporation by written notification to the Contractor within thirty (30) days from the date of signing of the Contract.
3. By written document to the Contractor, the Head of the Supervising Authority may appoint the Engineer or Engineers who shall be his assistants, called hereinafter Authorized Engineer(s). If not otherwise stipulated in said document, the duties and powers of the Authorized Engineers shall be the work quality and quantity monitoring and control and generally the Contractor's adherence to the terms of the Contract. Substitution or replacement of the Authorized Engineers shall require prior written notice to the Contractor.

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4. By written notice, the Managing Department may notify the Contractor that other Corporation bodies as well as third parties authorized by the Corporation may conduct inspections and controls related to the Project.
5. The Project monitoring and control by the Corporation's authorized departments may be exercised away from the worksite and in any location where sections of the Project are under construction; the Contractor shall be obligated to ensure smooth exercise of powers by said bodies in the workshops where parts of the Project are under construction and generally in all spaces such control and monitoring is deemed necessary by the Corporation.
6. Under no circumstances should the exercise of powers by the pertinent bodies of the Corporation in relation to Contract execution reduce Contractor's liability in accordance with the provisions of the applicable Law and the Contract. Specifically, the Supervising Authority and its Engineers appointed as above bear no liability against any third parties for damages resulting from works performed at the Worksite by the Contractor, nor do they bear any liability for any fatal or non-fatal accident that may occur to Corporation or Contractor's personnel or any other person during execution of the Project by the Contractor.

**Article 6. Representation of the Contractor**

1. On signing the Contract, the Contractor shall notify the Corporation of his principal representative who shall be legally authorized to represent the Contractor in respect of all issues relating to Contract execution and act in his name to the settlement of all disputes and disagreements that may arise.

The Contractor's Representative as above shall be also his Attorney-in-Fact since he is a permanent resident of Greece; otherwise, the Contractor should appoint a Attorney-in-Fact residing in Greece.

2. Prior to commencing contractual works, the Contractor shall be obligated to set up at the worksite an appropriately staffed Office, at his own expense, which shall be maintained throughout Project execution and at least until the Provisional Acceptance thereof. In addition, the Contractor may be required to set up an Office at other locations, in accordance with the stipulations of the Special Terms.
3. The Worksite Office shall be managed by an engineer adequately experienced in projects similar to that of the Contract, who shall be denominated as the "Contractor's Supervising Engineer"; and he shall be fully and wholly responsible, according to the applicable law, for any works carried out by the Contractor in the Contract's framework.

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The Supervising Engineer shall bear all criminal and other liabilities under the Law; and shall be obligated to fully comply with the Legislation, be present at the Worksite and take all necessary safety measures.

The Supervising Engineer shall be fully authorized to act as technical representative of the Contractor in his relations with the Corporation and sign on the Contractor's behalf all documents related to work execution. The Contractor shall be obligated to advise the Police and other legal Authorities of the full name and the other particulars of his Supervising Engineer.

4. The Corporation shall have the right to require the Supervising Engineer's replacement in writing, stating the reasons for the replacement requested; the Contractor shall be obligated to conform to such requirement by the Corporation within reasonable time from the written notification.

The Contractor shall have the right to replace the Supervising Engineer with another engineer at any time on the condition that such replacement would be effected prior to the departure of the preceding Supervising Engineer.

5. The Supervising Engineer's remuneration as well as any other entitlement in general related to project supervision shall be exclusively borne by the Contractor. It is stipulated that the Contractor shall be held jointly and severally liable towards the Corporation for actions and omissions of the Supervising Engineer; and he shall be obligated to immediately redress any positive damage caused by his Supervising Engineer to the Corporation or any third party.
6. Upon establishing his Office at the Worksite, the Contractor shall be obligated to notify the Corporation in writing of the names of his worksite staff, who shall be authorized to receive in lieu thereof the Corporation's instructions and orders.
7. Any third parties associated with the Contractor, such as Subcontractors, Sub-suppliers, etc., in all their contractual relations with the Corporation shall be exclusively represented by the Contractor alone, who shall be obligated to include this term in all Subcontracting Agreements. Accordingly, orders, instructions and notifications, as well as all documents and correspondence shall be limited between the Corporation and the Contractor.

#### **Article 7. Relations with other Contractors**

1. The Contractor should have always in mind that in the project area or in adjacent spaces there may be works carried out by the Corporation or other Contractors, related to the works carried out by him.

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2. The Contractor should control the execution of his works in a way that they would not impede other works; he should harmoniously cooperate with the Corporation, its representatives or Contractors, provide any possible aid and assistance and conform to all relevant instructions or guidelines of the Supervising Authority.
3. Regardless of the above, any Contractor's agreements with other Contractors should be in advance approved by the Corporation, which shall maintain the right to reject such agreements in case they contravene to the Contract or hinder the timely and good construction of the Project.
4. Any disagreement or dispute between the Contractor and the other Contractors shall be settled with the mediation of the Supervising Authority towards the smooth continuation of works.

The Contractor shall have to conform to the decisions made by the Supervising Authority; and in the event he disagrees, he may exercise all legal rights without such exercise suspending the execution of the Project.

5. The Contractor shall be jointly and wholly liable towards the Corporation in case of damages to third parties caused by him alone or jointly by the Contractor and other Contractors and Subcontractors.

#### **Article 8. Substitution, Sub-supplies and Subcontractors**

1. The Contractor shall not be entitled to substitute itself with any third party, either natural or legal person, in the Contract's execution, or any part thereof, without the Corporation's previous approval in writing. An exception to this is the case where the Contractor would merge with another company or be taken over by it, provided that the new company shall undertake all Contractor's rights and liabilities arising from the Contract towards the Corporation, with the prior written notice to the Corporation and proof of facts.

In case of substitution, an Addendum to the Contract should be signed by all interested parties and the contractual Letters of Guarantee must be replaced.

In case that any members of the Consortium would bankrupt or be placed under compulsory administration, the remaining members shall be obligated to complete the execution of the Contract and undertake the obligations of all bankrupted or under compulsory administration members, as these arise from the Contract.

2. The Contractor's Subcontractors or Sub-suppliers are those who have been appointed by the Contractor to industrialize, construct or install part of the Project, through a Supply or Works Contract.

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3. In case the Corporation would approve wholly or partially substitution of the Contractor or the execution of part of the Project by Subcontractors, the Contractor shall not be released from his commitments and liabilities resulting from the Contract; instead, he shall remain directly and wholly liable for all acts or omissions by his Substitute, Subcontractors or personnel thereof, as if such acts or omissions were attributed to the Contractor himself, who shall unreservedly waive any right of discussion.

As regards Subcontractors or Substitutes, such a waiver must be mentioned in all subcontracting or substitution agreements made by the Contractor, also representing that all terms and conditions in such subcontracting agreements are fully in line with the terms and conditions of the Contract made with the Corporation for the execution of the Project.

Moreover, such Contracts between Subcontractors and Sub-suppliers and the Contractor should state that during the execution of the Contract such Subcontractors and Sub-suppliers shall be liable, severally and jointly with the Contractor, before the Corporation for the scope of the relevant substitution.

4. The Contractor shall be free to choose his Sub-suppliers and Subcontractors on his own responsibility and on the following conditions:
  - a. Prospective Sub-suppliers and Subcontractors should be experienced and reliable firms.
  - b. Selection of a Sub-Supplier or Subcontractor for key parts of the Project shall be subject to Corporation approval. Such approval shall depend solely on their technical experience and reliability. The key parts of the Project for which Sub-suppliers and Subcontractors should be approved by the Corporation as well as necessary supporting documents evidencing their experience and reliability are listed in the Special Terms.
  - c. In case the Contractor wishes to replace any approved Sub-supplier or Subcontractor he may do so only following the Corporation's approval.
5. Said procedure shall not be necessary if the Subcontractors and Sub-suppliers are referred to in the Contract, in which case, the aforementioned data have already been submitted to and approved by the Corporation. However, in the event that the Contractor wishes to replace any of such Subcontractors and Sub-suppliers, he should request HEDNO S.A.'s approval, according to the above para. 4c.
6. Any order placed by the Contractor to the approved Subcontractors or Sub-suppliers that pertains to key parts required for Equipment construction or installation, should be also sent to the Corporation on issuance, in one (1) copy in the language of issue and in two (2) copies in Greek.

The following should be shown on the copies of each order as above:



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- a. Order date.
- b. Order number
- c. Manufacturer's name
- d. Full material description
- e. Country of origin
- f. Estimated shipping date

Upon Corporation request, the Contractor should provide similar order copies for non-key parts of the Equipment. In addition and upon Corporation request, the Contractor should translate, at its own expense, into the Greek language any order parts, as deemed necessary by HEDNO S.A..

7. The Contractor or his Subcontractors shall sign all orders pertaining to the Equipment and are addressed to Sub-suppliers who shall execute such orders in the name and on behalf of the Contractor or Subcontractor. All these orders must state that their object pertains to the executed Corporation Project.

#### **Article 9. Concession**

1. The transfer or assignment by the Contractor to any natural or legal entity of any claim or entitlement or legal action against the Corporation, arising by the Contract or related thereto, is prohibited, void and without legal effect to the Corporation, should such transfer or assignment be performed without the prior written consent by HEDNO S.A.
2. By its approval, the Corporation may specify the extent and conditions for the concession.

#### **Article 10. Knowledge of local conditions**

1. The Contractor confirms that he has visited the Project site, performed onsite survey of the Project location, the surrounding areas, the public right of way; and that he has been advised of the auxiliary facilities required, the type of the equipment, the location and suitability of the construction materials, the means of access to the Project site, the local working conditions as well as of any other local conditions which may affect in any way the execution of works or costs thereof.
2. The Contractor further confirms that the contractual prices are the result of own calculations based on own opinion and assessment of the existing conditions and risks and not on any description or statement by the

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Corporation. In case that the Project design is prepared by the Contractor, then he shall also guarantee for the technical features of the Project.

3. Any information on subsoil conditions, hydrologic data or other comments which may be in Corporation possession shall be made available to the Contractor for his information only; however, there is no explicit or implied guarantee by the Corporation for any interpretation thereof.

The Contractor states that he accepts the foregoing and has formulated his own opinion by onsite survey of the area as well as with other surveys which were deemed necessary; and that it has reached its own interpretation of the information brought to his knowledge and clearly and unreservedly undertakes the relevant responsibility and risk.

4. Under no circumstances should the Contractor be entitled to compensation or additional fees for reasons related to the conditions of Project execution except for those explicitly referred to in the Contract.

#### **Article 11. Securing sites**

1. In addition to the sites and plots that may have been disposed by the Corporation, the Contractor shall be obligated to secure at its own expense sites and plots that will be needed for fulfilling his contractual obligations, unless otherwise stipulated in the Special Terms.
2. Under no circumstances should the Corporation be burdened with any expense, nor should it be held liable for any actions taken by the Contractor for securing sites or plots, unless otherwise specified in the Special Terms.

#### **Article 12. Antiquities and objects of value**

1. All fossils, mortal remains, coins, valuable objects or antiquities, structures and other valuable objects of value of any nature, of geological or archaeological interest that may be found during execution of works at the worksite are assumed as exclusively belonging to the Corporation or the Hellenic State.
2. The Contractor shall be obligated to immediately notify the pertinent Authorities and the Corporation of the exposure or finding of such objects and until he receives relevant instructions by the Corporation or the pertinent Authorities, he should attend to safeguarding said objects and proceed, if necessary, with suspension of works to prevent said objects from damage.

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3. The Contractor shall have no entitlement whatsoever to further indemnification or remuneration for the disclosure and preservation of said objects except for that provided by the Greek Law.
4. In case of delay in the execution of works as a result of such discoveries, the provisions of Article 40 of the General Terms on Force Majeure will apply.

**Article 13. Supplementary works – Protection of roads & bridges**

1. All supplementary works (such as worksite access roads, tunnel widening, auxiliary tunnels or access wells, guide tunnels or wells for assisting the Contractor, including all supporting measures or any other similar work, worksite installations, drainage trenches, facilities for electrical power supply, water supply and telecommunication facilities etc.) will burden the Contractor; however, the relevant designs, drawings and construction methods should be in all cases approved by the Supervising Authority. Such approval shall not diminish in any way the full responsibility of the Contractor for said works.
2. The Contractor shall have the right to use at his own responsibility the existing access roads whereas any additional roads that may be required for Project execution shall be constructed at Contractor's expenses and procurement. The Corporation undertakes no liability whatsoever for the condition of the existing roads or maintenance thereof or for any structures existing on such roads that may be utilized by the Contractor for Project execution or transportation to/ from the worksite. The Contractor shall not be entitled to any payment for the construction of any temporary roads necessary for the Project's execution, as well as for the improvement, repair or maintenance of the existing roads, as well as the constructions on them. Roads affected by Project construction shall be kept open to traffic at Contractor's expenses; otherwise, the Contractor should ensure access to the worksite through appropriate by-pass roads.

Any damages to existing access roads or to structures on such roads shall be repaired according to Supervising Authority recommendations, at Contractors expenses and care.

3. The Contractor shall be obligated, in cooperation with the pertinent Authorities, Organizations or third parties or the owners, and according to their instructions, to take all necessary measures, at its own cost, so that the public can make free and unhindered use of roads, bridges, railway lines, power lines, telegraph or telephone lines etc.

In addition, the Contractor shall be obligated, at its own cost, to hire and keep all required watchmen, to procure and maintain all required markings, signs, and temporary constructions and generally proceed with all necessary repairs, replacements or other actions to ensure the

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aforementioned free usage and protection, in accordance with the instructions of the pertinent Authorities or Organizations.

4. In the event that said installations would sustain damages attributed to Project execution the Contractor shall be exclusively held liable for indemnification. Any contributory negligence of third parties for damages sustained to the installations and structures stated above shall have no legal effect or impact to the Corporation since the Contractor shall be the only liable entity for such damages.
5. In works carried out within or outside towns and regardless of the budget that may cause considerable annoyance to pedestrian and vehicle traffic, the Contractor shall be obligated to place signs at his cost according to the suggestions by the Supervising Authority.
6. In the event that the Project's design is prepared by the Contractor, then during the designing of the Equipment, he should always bear in mind the existing possibilities for transportation thereof. The consequences for any difficulties that may arise during transportation shall be undertaken by the Contractor.

#### **Article 14. Contractor's Personnel**

1. The Contractor is obligated to make available, on its own responsibility and at its own cost, all the personnel required to fulfill his contractual obligations; and he shall be liable, according to the Greek Civil and Criminal Law, for all actions and/or omissions by such personnel that are related to the Project.
2. The personnel employed by the Contractor for the Project's execution, regardless of specialization, must be qualified, in adequate numbers, specialized and meet all qualifications and conditions provided for by the Greek law and the relevant Regulations to ensure the timely and integral completion of the Project.
3. Upon settlement at the worksite, the Contractor should submit to the Corporation a list of occupied personnel (number, specialty) as well as any information on said personnel deemed necessary by the Corporation. The Contractor should also notify the Corporation in advance of any significant variation of personnel number throughout execution of works and until Temporary Acceptance.
4. The Contractor should submit to the Corporation, 45 days prior to the arrival of foreign personnel to Greece, documented information evidencing suitability (training, qualifications) of this personnel transferred to Greece for the needs of the Contract, as well as any other information deemed necessary so that the Corporation may support before the pertinent Greek

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Authorities issuance of required work permits, visas etc. Any expenses incurred to that effect shall be borne by the Contractor.

5. The Corporation has the right to request in writing from the Contractor to remove any member of his staff (Greek or foreigner) he considers unsuitable for any reason whatsoever. The Contractor shall be obligated to remove that member of staff without objection at his expenses; and said member shall not be re-employed for Project works without the prior written consent of the Corporation.
6. In case any specialized member of Contractor's staff is released or removed from the worksite, such release or removal shall not be invoked as reason of delay to the execution of the Project or any part thereof.
7. The Contractor shall be fully responsible, according to the terms and conditions stipulated in this Article for his own personnel as well for his sub-suppliers and subcontractors personnel.

**Article 15. Night-work – overtime - work on holidays and feasts**

1. The Contractor may perform night-work or overtime work as well as work on holidays and feasts, in accordance with the stipulations of the state laws, unless there is an explicit prohibitive instruction by the Corporation. In such case, the Contractor shall not be entitled to additional remuneration; however, he shall be obligated to abide by all laws and regulations pertaining to such works.
2. The Contractor must notify in writing the Supervising Authority at least 24 hours in advance of his intention to perform night work, overtime work or work on holidays and feasts.
3. If the Contractor could not be granted approval by pertinent Authorities for overtime work, this should not be an excuse for deadline extension towards Project execution. The Corporation shall support overtime work in particular, if it would be considered as necessary and there would be no possibility of employing additional personnel; however, the Corporation could not guarantee that pertinent Authorities would grant necessary approval.
4. During night-work, the Contractor should provide, at its own cost, additional and adequate lighting for the safety of personnel and any third party as well as appropriate means that allow proper arrangement and inspection of materials and good, in all respects, execution of works.
5. If, for the safety of the Project or Corporation facilities; or for the technical soundness of the Project; or for the fulfillment of the contractual obligations of the Contractor; or due to other limitations during working hours that are imposed by third parties (Government Agencies, Local

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Government Agencies, important Consumers etc.) it is deemed necessary at Corporation judgment, to perform night or overtime work or work on holidays and feasts, the Contractor, following relevant instruction, should provide such work without raising any objections and without special remuneration, unless otherwise stated in the Special Terms.

**Article 16. Worksites and other Contractor's facilities**

1. The Contractor shall be obligated, at his own expenses, to construct, preserve and maintain in operation Worksites and other facilities required for Project construction, which shall be utilized as offices, workshops, warehouses, medical station, etc as well as for personnel accommodation. Although temporary, said facilities should fulfill hygiene requirements, provide reasonable comfort and be equipped with potable water, fire extinguishers as well as with sanitation and electrical installations.
2. All buildings and installations required as above shall be constructed according to drawings prepared by the Contractor and approved by the Supervising Authority at appropriate locations also approved by the Supervising Authority. Such approval by the Supervising Authority shall not limit Contractor's sole liability as regards the construction of all buildings and usage of facilities.
3. The Contractor shall be obligated, if so required by pertinent Public Services, to attend at his own expenses for the issuance of necessary building and other permits towards the construction of his worksite installations and buildings.
4. The management, operation, maintenance and guarding of said installations shall be Contractor's responsibility; and it should be always carried out according to the laws and regulations of safety, hygiene and public order. The Contractor shall be obligated to issue regulations involving the operation of such facilities and take appropriate implementation measures.
5. The Contractor should ensure and maintain proper sanitary installations for the entire personnel occupied in the Project. To that effect, adequate and appropriate installations shall be provided at Contractor's offices, camps and other similar locations within the Project area or close to it, in accordance with the instructions and approvals by the Supervising Authority.
6. The Contractor must install and maintain in good operating condition fire extinguishers inside or close to all buildings. In addition, he should provide chemical extinguishers, which shall be properly positioned at the worksite installations.

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The measures provided for fire protection and extinction should comply with the Fire regulations and the other applicable provisions as well as with Supervising Authority instructions. However, that shall not limit Contractor's sole liability, in any way.

7. Furthermore, the Contractor shall be obligated to install and maintain in good working condition a telephone system that will serve the main areas of the Project. Specifically, provision shall be made for the installation and maintenance of a telephone line in Contractor's office, in the Medical Station and at any other location in the Worksite it would be required.

The Contractor's telephone system shall be connected to the Corporation telephone system, either through the existing lines, or through radiotelephony installations. Usage of Contractor's telephones shall be also permitted at all times to Corporation employees for the needs of the Project.

8. Depending on the size and nature of the Project, it may be possible through the Special Terms to increase or decrease Corporation requirements on Contractor's worksite installations.

**Article 17. Worksite cleanliness – Cleaning the Project site**

1. During execution of works as well as following completion thereof and until the Worksite is closed down, the Contractor is responsible for keeping the working areas clean and removing or disposing all wastes and other litter timely and properly in locations allowed by the Supervising Authority and the Public Authorities.

The Contractor shall be obligated to maintain permanent staff dedicated to cleaning procedures.

2. During the execution of Project, the Contractor shall attend, at own expenses, to necessary traffic of machinery, spare parts, useful materials or collectible materials, supplies, etc as well as to transportation, sorting and storing thereof in areas to be determined by the Corporation. In addition, he shall proceed with disposal thereof according to Corporation instructions.
3. Upon completion of the Project, the Contractor shall be obligated to demolish useless installations, buildings and other service works, remove demolition materials and attend to Worksite cleaning. Moreover, he shall be obligated to remove from the Worksite owned machinery, materials and supplies as well as all wastes or litter stemming from the Project execution.
4. The Contractor shall perform any demolition, removal and clearing, on his own responsibility, efforts and expenses, following written instruction by

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the Supervising Authority. Should the Contractor fail to conform to his obligations as referred to in the previous paragraphs, the Corporation shall have the right, since the reasonable period to be granted to that effect has lapsed, to execute on Contractor's behalf, at his expense and on his responsibility the demolition, removal and clearing works provided herein.

5. The Corporation maintains the right to require in writing by the Contractor, following the completion of the Project, the proprietorship wholly or partially of service works and installations stated in Articles 13 and 16 of the General Terms, in which case Contractor's obligations to demolition and removal shall not be applicable.

In such case, the Contractor shall have no right to require any further remuneration or indemnity other than the payment of the clearance value of materials, equipment and fixtures deducting the collection expenses that have been integrated in such service works and installations, which otherwise would have been removed by the Contractor. The amount of compensation shall be determined between the Corporation and the Contractor.

### **Article 18. Machinery, tools and materials**

1. The Contractor shall be obligated, at own expenses, to proceed with procurement, installation and operation of any machinery, tools, materials and supplies, necessary or useful to Project execution. Said machinery, tools, material and supplies, as well as all scaffolding, installations and auxiliary buildings, which are used temporarily or permanently in the Project, must be appropriate for their intended use and provide maximum safety to the Project and personnel. To that effect, the Corporation has the right to proceed with sampling and/or tests to materials and works carried out at any time, according to the provisions of the Technical Specifications or the requirements of the applicable Regulations. The costs of such tests shall be borne by the Contractor unless otherwise specified in the Special Terms.
2. The Corporation is entitled to prohibit the use and/or installation of any machinery, tool, auxiliary installation etc., if it deems that such use or installation is not safe.
3. The Corporation prohibits the removal from the Worksite of any machinery, tool, material or supply or any installation transported to the Worksite or constructed therein by the Contractor, without the prior approval of the Supervising Authority.
4. Regardless of Contractor's general obligations to continuously servicing and maintaining his machinery in a condition to provide safety to the Project and personnel, he shall be further obligated to provide, for all lifting machinery (crane, hoist, etc) that shall be used to Project



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construction and prior to arrival thereof to the Worksite, recent certificate issued by special and official Safety Organization evidencing that the particular machinery has undergone the safety tests provided in the relevant Regulations. These certificates should be renewed on annual basis. Such presentation shall not negate Contractor's sole responsibility towards the safe operation of said machinery.

**Article 19. Contractor's Responsibilities**

1. The Contractor will be responsible for the proper, full, timely, skillful and compliant with the rules of science and craftsmanship execution of any and all parts of the Project.

The Contractor and its Subcontractors must strictly comply with the applicable Greek Laws, Decrees, Regulations and Police Orders (including orders related to environmental protection) written orders by public, municipal or other authorities in relation to legal requests for the execution of works by the Contractor, and with the Regulations and written orders and instructions provided by the Corporation (including the Corporation's Safety Regulations). In addition, they should:

- a. execute the Project under safe conditions as regards the works and the entire personnel occupied therein as well as in connection with third parties.
- b. issue at their expense and procurement any permit provided by the above Laws and Decrees, unless otherwise stipulated in the Special Terms.
- c. make immediately report to the Corporation and the Competent Authorities and take all necessary measures in case of accident to any person or damage to any property (including Corporation property).
- d. report to the Corporation any damage or loss to the Equipment and the Project.
- e. notify the Corporation of the orders addressed or communicated to them during the execution of the Project and the various documents by the Authorities, related to the control, safety, etc., measures recommended.

2. Specifically, and until the Temporary Acceptance of the Project:

- 2.1. The Contractor will be liable and undertake any loss or damage to the Equipment and the Project, and well as any manner of installations at the Worksite, from any reason whatsoever, including events of Force Majeure, as specified in Article 40 of the General Terms. Furthermore, the Contractor must repair or replace any part of the Project or Equipment which has been damaged to the full satisfaction of the Corporation.

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- 2.2. The Contractor shall be responsible for rectifying any Project defect, as stipulated in the Article 30 of the General Terms.
- 2.3. Furthermore, the Contractor shall be liable:
  - a. against third parties, against Corporation personnel as well as against his personnel and Subcontractors in general for damages including those to properties, personal injuries and/or death of any individual, even those not covered by ordinary policies.
  - b. against the Corporation, for any type of damages or direct positive expenses suffered due to Contractor's failure to fulfill his contractual obligations or damages resulting from defects of the Project or even from the execution of the Project according to the Contract, as well as incidents occurring during the execution. The Contractor is not liable for indirect expenses, loss of profits and loss of energy.
3. From the date of the Temporary Acceptance of the Project until the Final Acceptance thereof the Contractor shall be liable for all cases stated in the preceding paragraph 2 however only for reasons attributed to himself or his representatives and Substitutes and/or to Project defects.
4. The Contractor undertakes, with the necessary extension of its policy, to refrain from raising any claims against the Corporation or hold the Corporation or its Directors or the Management and its personnel liable for any damage and/ or losses and/ or destruction to the Equipment or the Project, and also commits to not raise any claim in case of damage suffered by itself or any third party, as well as for bodily injury or death of any person, as may occur at any time.
5. Finally in case of non-fulfillment or imperfect fulfillment of Contractor's or Subcontractors' obligations, the Contractor shall be fully accountable and shall undertake all relevant liabilities, civil or criminal, arising from the Contract against the Corporation and any third party. In addition, the Contractor shall be obligated to undertake at own expenses the defense of the Corporation in any relevant action at law and complaint that might be filed by any entity against the Corporation and/or the personnel thereof for reasons related to the Contract.
6. Contractor's total liability for indemnification to the Corporation arising from the Contract shall not exceed 100% of the Contractual Price, increased by the cost of any additional work and Supplements to the Contract and revisions thereof.

## **Article 20. Waivers and Approvals**

1. In the event that the Corporation chooses to waive any of its rights arising from this Contract in connection with the control of the Project or part thereof; or in case the Corporation approves any document, drawing or

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action by the Contractor, such waiver from a right or granting of approval would in no way release the Contractor from his liabilities resulting from the Contract.

2. The Contractor expressly and unreservedly waives all its rights under Articles 325-329, 695 and 1106 of the Greek Civil Code. In addition to the aforementioned provisions of the Greek Civil Code, it also waives its right under Article 388 of the Greek Civil Code and/ or its rights arising from any other law, provision, etc., as in force now or in the future, and pertain to a revision and/ or escalation of the contractual price at which it undertook the execution of the Project, regardless of any change to the circumstances, unless otherwise stipulated in the contract, given that the Contractor acknowledges and undertakes the risk of unexpected change of circumstances.

### **Article 21. Patents**

1. The Contractor guarantees that he and his Subcontractors and Sub-suppliers are in possession of all patents required as well as proprietorship thereof, which allows and entitles them to utilize the Equipment or part thereof to the effect of fulfilling their obligations resulting from the Contract.
2. The Contractor is obligated to undertake at his expense the defense of the Corporation in any action against it based on the claim that the Equipment sold to the Corporation or the Project executed on its behalf according to the Contract or any part or type or use thereof constitute infringement of right stemming from a patent or design or intellectual property of a third party. The Corporation should directly and in writing notify the Contractor of any action as above and provide required authorization together with necessary information and assistance at his expenses, towards the defense of the Corporation.
3. The Contractor is obligated to fully indemnify the Corporation for any compensation or expenditure which may be payable by the Corporation because of said actions.
4. In the event that, because of said claims, it is finally judged that the Equipment sold or that to be sold or the Project to be executed or any part, type or use thereof constitute infringement of rights arising from a patent of a third party and their use would be therefore prohibited, the Contractor should immediately and at his expense:
  - a. ensure the right of use of such Equipment or Project to the Corporation;
  - or

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b. replace or modify any items causing the infringement of any such right to the satisfaction of the Corporation, either with other items which are not in breach or by modifying these so that said infringement is lifted.

In any case as above, the Corporation reserves all its rights for indemnification and claim for payment of penalty clauses, pursuant to the relevant Article of the Contract as well as for the termination of the Contract based on Article 43 of the General Terms.

Claims due to infringement of rights arising from patents, which affect Project execution are considered as defects with the consequences provided by Article 30 of the General Terms.

### **Article 22. Guarantees – Letters of Guarantee**

1. The Contractor guarantees the adherent fulfillment of all his obligations as result from the Contract as well as the good and technically sound, according to the terms of the Contract and the accepted rules of modern science, execution and operation of the Equipment and the entire Project so it may be appropriate for the purpose agreed upon. In addition, the Contractor guarantees the execution of the Project wholly and partially within the time specified in the Contract.

Furthermore, the Contractor guarantees that the Project shall be free of all defects. This guarantee does not cover normal wear or wear and damages due to absence of maintenance by HEDNO S.A. or to errors during operation as well as to defects, which although identified by HEDNO S.A. have not been notified of to the Contractor.

2. In case of Contractor's non-observance of his guarantees, the Corporation is entitled to exercise all relevant rights provided under the Contract. However, non-exercise by Corporation of any of its rights shall not be construed as a Corporation waiver of such rights.
3. For the exact, timely and strict observance of his contractual obligations, including obligations towards third parties against whom the Corporation might be liable pursuant to the Greek Laws for payment of fines and penal clauses for non-fulfillment of Contractor's obligations under the Contract, the Contractor should provide guarantees consisting of:
  - a. The guarantee in the form of deductions effected on each payment to the Contractor.
  - b. the Good Performance Guarantee Letter deposited by the Contractor upon signing of the Contract;

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c. The Advance Payment Guarantee Letter deposited so that the Contractor can withdraw the relevant advance payment, if so anticipated in the Contract.

4. Deduction as Performance Bond

An amount shall be deducted from the Contractor as Performance Bond equal to the percentage specified in the Contract upon the total amount of each payment. Such deductions shall be returned interest-free, as stipulated in the Contract.

5. Performance Bond

5.1. The Contractor is obligated to provide the Corporation with a Performance Bond, according to HEDNO S.A.'s specimen, to be issued at his expense by a first class Bank, Greek or Foreign, acceptable by HEDNO S.A., the amount of which shall be ten percent (10%) of the Contractual Price.

The Performance Bond shall replace the Letter of Guarantee for Participating in the Call for Tenders, which is in the Corporation's possession.

5.2. For any increase in the Contractual Price that includes any revaluation; and since one or more increases together exceed the 10% of the Contractual Price, the Contractor shall be obligated to deposit supplementary Performance Bonds.

5.3. In case the Contractor would refuse to submit the above supplementary Performance Bonds, the Corporation may deduct the corresponding amounts from any payment to the Contractor, until the Letters of Guarantee have been deposited.

5.4. The Corporation has the right to declare the Performance Bond forfeited, totally or partially, at its discretion, because of any claim against the Contractor arising from the Contract.

5.5. On the condition that in the meanwhile there shall be no reason for forfeiture, the Performance Bond shall be returned to the Bank or the Public Insurance Organization following the Final Acceptance of the Project, unless it should proportionally cover part of the Project, which shall be finally accepted at a later date, pursuant to the provisions of Article 31 of the General Terms. The Performance Bond shall not be returned, if there are claims by the Corporation against the Contractor, in which case it can be replaced by the Contractor with another that shall cover said claims. In addition, the Agreement provides for cases where part of the Performance Bond is returned upon the approval of the Provisional Acceptance Report.

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5.6. To have the Performance Letter of Guarantee returned, the Contractor shall have to submit a relevant request to the Corporation.

6. Letter of Guarantee for Advance Payment

6.1. Any advance payment granted to the Contractor under the Contract shall be covered by Letter of Guarantee for Advance Payment of equal amount, according to HEDNO's specimen, which shall be issued at his expense by a first class Bank, Greek or Foreign, accepted by the Corporation, and delivered to the Corporation prior to receipt of the Advance payment.

6.2. The Letters of Guarantee for Advance Payment shall be released in installments with the progression of advance payment depreciation.

6.3. By written invitation to the Contractor, the Corporation has the right to receive from said Letter of Guarantee an amount corresponding to the advance payment, to the extent it has not been offset with amounts due to the Contractor in case he has been revoked or the Contract has been terminated as well as in the event of delay to Contract execution because of which the advance depreciation has been delayed.

**Article 23. Project Execution Schedule**

1. Based on total and partial deadlines, the Contractor prepares and submits within 30 days from the conclusion of Contract unless otherwise provided, the timetable of Project execution, which should ensure normal execution and include time sequence of quantities for each work or group or works in the form and details to be described in the Contract.

In addition, if so required by the Corporation, the Contractor shall be obligated to submit general description of works and methods proposed to be adopted for the execution of works as well as detailed cash flow diagrams of all the payments of the Project.

2. The Corporation, the latest within twenty (20) days from the submission of the timetable, is obligated to approve or return it for amendment according to its recommendations and comments.

3. The Contractor, within a period of ten (10) days from the return of the timetable, is obligated to resubmit such timetable amended according to the suggestions made; and the Corporation is obligated to approve within ten (10) days, otherwise it is considered as approved.

4. The approved timetable together with the other details that may be required (methods of execution, cash flows, etc), according to paragraph 1 hereof constitutes the Project's Execution Schedule.

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5. The submission by the Contractor and the approval by the Corporation shall not release the Contractor from any liabilities and obligations resulting from the contractual provisions.
6. Adjustments to the Project's Execution Schedule may be approved in cases it is judged by the Corporation that the progress of works fails and does not comply with the Project's Execution Schedule, in which case the Contractor shall be obligated to make necessary amendments so that execution and conclusion of works may be feasible within the time limits provided in the Contract. Moreover, the Project's Execution Schedule shall be adjusted in the event of time extension or alteration in Project scope.

### **Article 24. Deadlines**

1. The Contractor undertakes the obligation to complete each part as well as the entire Project within the deadlines specified in the Contract and conform to the Project's Execution Schedule.
2. The Contractor shall be obligated to take all necessary measures to prevent delays. Should the Contractor not adhere to any of the approved deadlines either partially or in the whole, the provisions of Article 41 of the General Terms shall be applicable on Penalty Clauses for delays with all the consequences provided therein.
3. In case of exceeding the contractual deadlines (partially or in the whole) by a period exhausting the highest limit of Penalty Clauses imposed for delays; regardless of Penalty Clauses imposed, the stipulations of the provisions of Article 43 of the General Terms on Termination of Contract shall be applicable. In this case, the termination shall be considered as Contractor's liability.
4. Deadlines may be extended by the Corporation for as long as deemed reasonable since such delays are due either to reasons pertaining to HEDNO S.A. or to Force Majeure as specified in Article 40 of the General Terms.
5. It is explicitly specified that the Corporation shall not be obligated to proceed with deadline amendments if the Contractor would not take the following actions:
  - a. Notify the Corporation in writing of his intention to request extension of the deadline, within a mandatory period of 15 days from the occurrence of an event justifying the extension.
  - b. Dispatch within ten (10) days following the termination of the event a written report on the exact nature and extent thereof, as well as on the relevant consequences to the execution of works. The report shall also

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include detailed justification for the requested extension, in a way that such report may be timely investigated.

**Article 25. Modifications during Project execution**

1. The Corporation, in addition to its rights emanating from Articles 3, 4 and 26 of the General Terms, shall be also entitled to make, during the Project's execution, any changes to the form, quality, type and quantity of any section of the Project, which are imposed for reasons of Project integrity or functionality. To that effect, it may give to the Contractor any of the following instructions:
  - a. to increase or reduce the quantity of any work or part of the Project that is included in the Contract.
  - b. to omit any work or part of the Project.
  - c. to alter the character, the quantity or the type of any work or part of the Project.
  - d. to execute any additional works, designs, Equipment procurement etc., necessary for the completion of the Project.
2. The Contractor is not entitled to proceed with any modification of those stated above (Ia-d) without written order by the Corporation.

Modifications made by relevant order of the Corporation do not weaken or annul the Contract in any way. The consequences, if existent, shall be treated as provided herein below.

3. All modifications made by an Order of Amendment shall be assessed based on the prices mentioned in the Contract, if such prices are applicable, at the discretion of the Corporation. If the Contract did not include prices that may be applicable, then new prices shall be determined based on the Contract prices for similar works.

For work not included in the previous cases, the prices can be determined based on the true cost data.

For determining the cost, trial works may be executed according to the relevant instructions by the Corporation.

4. In the event of incongruity between the two parties, the Corporation shall determine the prices which it considers appropriate and reasonable and the provisions of Article 42 of the General Terms shall be applicable.
5. The Contractor shall be obligated to proceed with changes without delay, having no right whatsoever to decline such obligation.



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6. By exception and if one of the above methods of determining new price could not be applicable, the Corporation may instruct the Contractor to perform work monitoring.

In this case, the new price (for the overall works) is determined based on the evidence collected from the daily onsite monitoring and preparation of relevant Report. Prior to commencement of work, the Corporation shall approve the daily wages of workforce, the employer contributions and other deductions for Contractor's personnel, machinery leasing and value of materials to be used whereas it shall also determine the number of personnel required of each specialty, the number and type of machinery and other means; and it shall also determine the type and quantity of materials required.

During the daily work monitoring, the Contractor shall provide each day a complete list in two copies, with the names, the occupation and the time of employment of all workers in the Project, description and quantity of the materials integrated and description and operating time of machinery used.

The list shall be checked and signed by the Supervising Authority, with a copy returned to the Contractor who, by the end of the work, shall deliver to the Supervising Authority a statement with full cost details for all materials, and machinery used and personnel occupied. The amount payable to the Contractor as "unit price for new task" shall be determined based on the information provided in the above statement.

If, for any reason whatsoever, the Contractor would not deliver said statements, the Corporation may determine the price either based on monitoring data kept by the Supervising Authority or at a level that, according to Corporation opinion, the price may be considered as reasonable and fair.

7. In case that the relevant modifications resulted to the delay, partially or wholly, of Project execution, then an extension of relevant deadlines shall be agreed upon according to the stipulations of Article 24 of the General Terms.
8. During Project construction, the Corporation is entitled, through the Supervising Authority, to accept or reject Contractor's proposals for minor modifications in the form, quality, type and quantity of any part of the Project.

### **Article 26. Control of the Project**

1. The execution of the Project by the Contractor shall be continuously audited and inspected by the Corporation or other persons appointed by the Corporation to that effect. During the exercise of this right the

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Corporation shall have free access to all locations where works related to the Project are executed.

2. If Corporation considered, based on inspection conducted pursuant hereto, that the method of work or the materials or the personnel occupied and means utilized by the Contractor are not adequate or appropriate; or that works are not executed in accordance with the approved Drawings, Standards, Regulations, Technical Specifications etc., instructions to ensure perfect, cost-effective, timely and fully conforming to the terms of the Contract execution and completion of the Project, it shall have the right to instruct the Contractor and the Contractor shall be obligated to conform to such instructions without any right whatsoever to additional remuneration or increase in prices or extension of deadlines.

In the event that the Contractor would not comply with the above orders within the deadlines stipulated therein, the Corporation shall be entitled at its discretion and with the explicit reservation of any other right under the Contract, to take any measure required, and:

a. execute by own crews or by another contractor any work, proceeding amongst others even with purchase of materials, pay wages or other expenses necessary for Project execution on the responsibility, at the expense and on account of the Contractor;

or

b. order suspension of works. Such works shall recommence only when the Contractor has complied with the above data and particulars or when he has produced sufficient explanations to the Corporation satisfaction. The Contractor shall be liable for any adverse consequences (delays, financial burden, etc) that may result therefrom;

or

c. declare the Contractor in default according to Article 43 of the General Terms.

3. Corporation remarks in connection with the method of work execution shall be always made to Contractor's pertinent representatives since the Contractor shall be exclusively liable for the execution of works, having the exclusive right to give orders or instructions to his personnel and Subcontractors.

However, in the event that at the discretion of the Corporation, the execution of works is conducted in a way that directly endangers the Project or HEDNO S.A. property or that of third parties or the safety of the employees or any third person, the Corporation shall be entitled to give direct orders to the Contractor to suspend works.

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4. The exercise of control by the Corporation shall in no way limit Contractor's liability.

**Article 27. Plant Inspection and tests**

1. The Equipment and materials to be used should be new, in perfect condition and shall not be accepted if processed. No part of the Equipment, the procurement or usage of which is relevant to the Contract, shall be dispatched to the Project prior to inspection thereof to the satisfaction of the Corporation and until the relevant permit for such dispatch has been signed and delivered by the Corporation authorized special representative or inspector. The cases of paragraph 10, for which written exemption from inspection is granted as well as those of paragraph 11 hereof shall be excluded.
2. The factory inspection of Equipment and the permit for dispatching thereof or Corporation waiver of its rights for inspection of any part of the Equipment, do not release the Contractor from his full liability for the delivery of Equipment pursuant to the terms of the Contract, nor do they affect any requirement, right or privilege of the Corporation in the event the Contractor has used or supplied defective or inappropriate Equipment; and the particular Equipment could not be considered as received by the Corporation.
3. The Corporation, at its expense, and through its special representative-inspector (employee or third party) shall be entitled to free access at all times during working days and hours and beyond such time, to all departments or factory workshops where the Equipment components are manufactured or work relevant to the Project is executed, in order to inspect the Equipment or any components thereof as well as any materials supplied by the Contractor. In addition, it shall have the right to monitor any method of the manufacturing procedure and any other work or activity of the Contractor regarding the procurement of Equipment or its components, under the Contract.
4. The inspection and tests shall be conducted in the framework of a detailed test program to be timely prepared by the Contractor and approved by the Corporation pursuant to the technical specifications of the Contract. That program may be modified during the examination of the design and drawings.

Once the examination of designs and drawings has been completed, the Contractor shall be obligated to notify the Corporation by telegram at least twenty (20) calendar days prior to the readiness of Equipment of the inspection and tests or the final assembly at his premises or at those of his Subcontractors.

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5. In order to facilitate Corporation inspector, the Contractor is obligated to provide him at no further expense for the Corporation, with the office and inspection spaces he may require as well as all with necessary facilities for inspection and tests at Corporation discretion. The Contractor is also obligated to furnish the inspector with copies of the entire correspondence related to inspection or testing issues exchanged with HEDNO S.A..
6. Following inspection and tests, the Contractor shall prepare "Test Report" in accordance with the Technical Specifications and the Terms of the Contract or the Technical and Scientific rules.

The "Test Report" shall be signed by the special representative-inspector of the Corporation and the competent representative of the Contractor and submitted to the Corporation in seven (7) copies together with all attachments (test sheets, etc.). The "Test Reports" shall be detailed and complete and shall provide accurate data for the procedure, test results and remarks. Statements of general content shall be accepted only as conclusions to the "Test Reports".

7. The Corporation, at its discretion and following inspection, may reject whatever part of the Equipment, which is defective or unsuitable for the intended use or because it does not comply with the terms of the Contract. In such case, when test and inspection results are not coherent to the terms of the Contract, the Contractor shall be obligated to restore or replace the Equipment at his cost and invite the Corporation Inspector to witness the new tests and inspection, for which a new "Test Report" shall be prepared.
8. In case tests would be repeated or postponed without prior written notice because of fault by the Contractor or because he would not conform to the terms of the Contract, the payment of salaries, the transportation expenses as well as any other expenses made by the Inspector shall be borne by the Contractor.
9. "The Contractor shall have the right to conduct the tests in the absence of inspector if the latter would not appear to witness the tests within five (5) days from the date specified according to the stipulations of paragraph 4 hereof. In such case, the Contractor should prepare the relevant test sheets with measurement results and subsequent detailed "Test Report" that shall be signed by his representative and forwarded to the Corporation and the inspector. The Corporation, following inspection of the relevant test sheets and if in its opinion they are pursuant to the Contract, shall provide forwarding permit for the particular Equipment within a period of thirty (30) days from the receipt of said "Report". Any objections raised by the Corporation on the content of Contractor's "Report" as above, shall be notified of in writing to the Contractor or his representative within thirty (30) calendar days from the date of receipt of the above "Report".

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If Corporation objections would be evidently justified, the costs for test repetition, transportation to the workshop or to the test site as well as any costs incurred by Corporation inspector shall be borne by the Contractor who shall have the further obligation to replace, repair or restore all defects identified during tests.

However, in case the Corporation would insist on repeating tests in the presence of its representative, then if new tests would confirm the accuracy of those initially conducted by the Contractor, the expenses of the latest tests shall be payable by the Corporation and the delivery time extended for as long as such tests have been actually affected by said reason.

10. The Contractor may also dispatch the Equipment or part thereof without prior Inspection, if the Corporation issued a written exemption from the obligation for inspection.
11. In case that either in the Contract or in the Technical Specifications it has been explicitly agreed that the Corporation waived its right to conduct certain tests to the Equipment or inspect certain parts thereof, the Contractor may dispatch the Equipment or part thereof without tests or inspections by the Corporation.
12. The Equipment for which particular tests are not specified in the Contract should be accompanied by certificates by approved Test Laboratories or pertinent Public Services. The "Type Test Reports" or test certificates referred to in the Technical Specifications as requirements shall be issued by Workshops authorized to issue type tests and not by the manufacturer of the Equipment.  

As regards the "Type Test Reports", the tests to be conducted shall be stated one by one along with the relevant results and the specifications or standards on which testing was based.
13. The provisions contained herein shall be also applicable to Contractor's Sub-suppliers and Subcontractors.

## **Article 28. Packing and Labeling – Dispatch and storage of Equipment**

### **1. Packing and Labeling**

- 1.1. The Contractor shall be obligated to pack the Equipment carefully considering the transportation means employed each time so it may be in any event protected against any weather conditions and transportation hazards. During packing of the Equipment, the Contractor shall adhere to any instructions by the Corporation.
- 1.2. Packed or not, the Equipment shall be described in Contractor's "Packing List", in a way to facilitate identification on arrival at destination during unpacking. The "Packing List" should include the

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Contract number, the packing type, the consecutive number of the box, container or parcel, the net and gross weight, as well as the external dimensions of packing or Equipment.

The Equipment description on the "Packing List" should correspond to the description of the Contract whereas opposite to the description of each item, the corresponding number, if existent, should be stated on the Table of Materials and Prices of the Contract.

Following packing, five (5) copies of Contractor's "Packing List" or those of any other document utilized as "Packing List" should be sent by air mail to the Corporation.

- 1.3. Packing material shall come under Corporation possession the Containers excluded.
- 1.4. Each case, container or parcel shall be labeled with the content or the components of the Equipment contained therein together with the weight and the appropriate instructions for handling and lifting during loading - unloading. All distinctive details on packing should be legibly printed or written with indelible ink on both sides of each case, container or parcel. Under no circumstances should it be permitted to write the distinctive details with chalk or felt tip pen.
- 1.5. The country of origin should be clearly written on each sent item, packed or not. Non-compliance with the particular clause may entail imposition of heavy fines by the Hellenic State, which shall be borne by the Contractor.
- 1.6. All items either packed or not should also bear a consecutive number, corresponding to that of the relevant "Packing List".
- 1.7. On the outer surface of all cases, containers or parcels the following details should be stated:
  - a. HEDNO S.A. – HELLAS Contractor  
(Contractor's name)
  - b. ....  
(short description of the Project)
  - c. ....  
(indicative description of parcel content)
  - d. ....  
(Contract number) (serial number of piece)

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- e. Gross weight, kgr .....
- f. Net weight, kgr .....
- g. Total external dimensions, meters.....

1.8. On all bulk items, even if loaded in bundles, all distinctive details should be printed with paint or stamped. In case that the distinctive details on non-packed items could not be painted or stamped, metal tags safely attached to the parcel or item to be dispatched may be used on which all distinctive details required shall be stated.

2. Dispatch and Storage of Equipment

2.1. The Contractor may proceed with loading of Equipment only following issuance of permit provided in Article 27 of the General Terms.

2.2. The Contractor, at his own responsibility and expense, proceeds with transportation (including the relevant expenses for loading, unloading, transshipment, etc.) of the Equipment, from the factory or warehouses of manufacture or storage to the Worksite.

The Contractor is obligated to take necessary measures for immediate unloading, storage and installation of Equipment as well as of any other material necessary to the Project at the Worksite in a way to render Equipment and materials readily usable.

In case of non-observance of said obligations by the Contractor, the Corporation shall have the right to conduct above actions at Contractor's cost.

If this would be the case, the Corporation shall not be held liable for any damage, loss or deficiencies in Equipment, materials, etc.

2.3. The Contractor is equally liable in connection with machinery, supplies and materials of any type, which are necessary for the installation of Equipment or for the regular operation of Worksites and generally for the Project completion regardless of whether part of the Equipment or the Project would be provided or executed on an ex-post basis.

**Article 29. Statistics and other information on the Project - Log**

1. The Contractor is obligated to submit to the Supervising Authority, when required to and in intervals to be determined by the Authority, work progress reports, material purchase notes, statements of expenses, dispatch and purchase reports, loading reports as well as any other reports required.

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2. The Contractor is obligated to strictly observe and update, pursuant to the Laws each time, all the accounting books, data and records on occupied personnel (in connection with salaries, wages and allowances, insurance and other contributions), books and records on inventories of equipment, machinery, tools and materials taken to the Worksite and used therein, and generally all books, vouchers and statements related to the progress of works.

The Contractor shall be obligated to keep Project Log on a daily basis.

3. The Log is kept in compliance with the instructions by the Supervising Authority in a book with numbered pages, in two copies, one of which shall be perforated and detachable. The Log shall be signed by Contractor's and Corporation authorized representatives; and following signing, the detachable sheet shall be given to the Supervising Authority.

### **Article 30. Project Deficiencies**

1. In any case where during execution of works and until the Final Acceptance of the Project any part thereof or the quality of work or the materials used or those that have been used for execution of works are, at the Corporation's discretion, defective, imperfect or unsuitable or not fulfilling specification requirements or generally are not coherent to the stipulations of the Contract, the Supervising Authority shall be entitled to require the Contractor, by written instruction, to proceed with any correction, replacement or additional work deemed necessary.
2. The Contractor is obligated to conform, with due diligence and expeditiousness and at own expenses to the aforesaid instructions of the Supervising Authority, executing, pursuant thereto, all supplementary works required for the removal and replacement of defective, imperfect or unsuitable materials as well as for the demolition and restoration of imperfect or poor works.
3. In case the Contractor would argue, wholly or partially with Supervising Authority instructions, he shall be obligated, within a mandatory period of ten (10) calendar days from the receipt of the instruction, to submit in writing his arguments, stating the reasons. If such argument could not be settled through an agreement between the interested parties, then the settlement shall be effected according to the procedure of Article 42 of the General Terms. Until the argument is settled, the Contractor is obligated to conform, at his cost, to Corporation instructions.
4. In case that the Contractor could not comply with the instructions of Supervising Authority within the period specified, the Corporation shall have the right to take any measures it deems necessary, at Contractor's expense and responsibility, for the continuation and completion of the Project.



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5. Under no circumstances would the Contractor be released from his contractual obligations, invoking the presence or prior inspection of the Supervising Authority or any other Corporation representative in the working area (plant, worksite, etc.) if at a later date, poor workmanship, omissions or imperfections are discovered unless these are due to Corporation written orders or instructions.
6. The Contractor shall be fully liable for any delay resulting from the implementation of this Article to the progress and completion of the Project. Cases in which the settlement of the dispute would be in favor of the Contractor shall be excluded.
7. The Corporation may accept, at its discretion, any Project demonstrating defects as a reduced quality project and determine a reasonably reduced price to be paid to the Contractor, also having regard to any penalty clauses due.

### **Article 31. Temporary and Final Project Acceptance**

#### **1. Temporary Acceptance**

- 1.1. Upon completion of works as specified in the Special Terms and the successful conclusion of any tests provided, the Contractor is entitled to request the Temporary Acceptance of the Project submitting written application to that effect, which shall be written in the register of the Supervising Authority. Contractor's application for Temporary Acceptance should be necessarily accompanied with the supporting documents as these are listed in the Special Terms.

The Corporation shall be obligated, within thirty (30) days from the submission of application and on the condition that the Contractor has complied with the stipulations of the Special Terms, to make application acceptable and proceed with the Temporary Acceptance. Within the same period, it should notify the Contractor of the reasons for rejection of application, if that would be the case. The Temporary Acceptance is conducted by the Temporary Acceptance Committee that consists of Corporation bodies and has been duly established. The Temporary Acceptance Committee invites the Contractor in due time to witness the Committee work, at his expense.

Should the Contractor omit to request Temporary Acceptance of the Project, the Corporation may proceed with the relevant procedure notifying the Contractor in writing to witness.

- 1.2. The Temporary Acceptance Committee accepts the Project from technical aspect quantitatively and qualitatively with general or random measurements and tests, at its discretion. The Committee records its

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findings and comments, especially for any defects, as well as its suggestions for the settlement of any pending technical matters.

- 1.3. The Committee of Temporary Acceptance, despite its findings and comments, may proceed with the Temporary Acceptance of the Project; in such case, however, all Corporation entitlements and requirements according to the Contract shall be maintained until the defects discovered by the Acceptance Committee are fully restored.

When, as result of its findings, the Acceptance Committee deems it necessary to postpone the Temporary Acceptance until all the relevant issues now pending have been settled, it shall notify the Contractor and the procedure of Temporary Acceptance shall be repeated at Contractor's procurement and expense, once the latter has complied with the suggestions and recommendations of the Corporation.

- 1.4. Within a period determined in the Special Terms, a Report shall be prepared for the Acceptance. Such period may be extended by justified Committee decision that shall be notified to the Contractor.

That Report shall be also signed by the Contractor and prepared in two (2) originals, of which the Contractor shall receive one.

In case the Contractor would not be present at the Acceptance although invited as well as in case the Contractor would refuse to sign the Protocol, then the Protocol shall be notified to him or sent on receipt. If the Contractor signed the Report with reservation; or if the Report were notified as above, then he shall be entitled to submit his objections within a mandatory period of thirty (30) days from the signing of Report or notification or dispatch thereof; otherwise, he shall be considered as having unreservedly accepted said Report.

- 1.5. The Report is subject to Corporation approval within a period specified in the Special Terms. This period is calculated from the date the Contractor shall unreservedly sign the Report or from the date he shall submit his objections, should he sign with reservation.

As date of Temporary Acceptance, there shall be determined the date specified in the Report.

- 1.6. The aforementioned Temporary Acceptance does not release the Contractor from any liability and obligations under the Contract, nor does it deprive the Corporation from any right and claim, especially from its right to claim restoration at no extra payment according to the stipulations of Article 30 of the General Terms of any defective, improper or poor work that may be found or resulting following Temporary Acceptance.

- 1.7. The provisions of this Article are similarly applicable in cases of Project sections independently used, the acceptance of which is provided by the

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Contract as well as all cases of Contract interruption, as well as in cases of dissolution, default, etc.

- 1.8. The Corporation shall be entitled even prior to the Temporary Acceptance to take possession of make use of any part of the Project that has been partially or wholly completed.

The possession or use of Project sections shall not be considered as Acceptance under the provisions hereof.

## **2. Warranty Period**

- 2.1. The Warranty period is that during which the Contractor warrants the good operation of the Project, the absence of defects and the existence of properties agreed upon.

During the Warranty Period the Contractor is obligated to regularly inspect the Project and restore, without delay at his expense and procurement, any defect, failure or damage, as provided in the Contract.

- 2.2. The Date of Temporary Acceptance, which is specified in the approved by the Corporation Report, shall be considered as the commencing date for the Warranty Period of the Project.

The Warranty Period is twelve (12) months.

## **3. Final Acceptance**

- 3.1. The Final Acceptance of the Project shall be conducted following the end of the Warranty Period on the condition that the Contractor has restored, to the full satisfaction of the Corporation, any defective, imperfect or poor work, which has either been discovered by the Acceptance Committee, or occurred or established during the Warranty Period.

- 3.2. Upon termination of the Warranty Period, the Contractor shall be obligated to notify Corporation in writing that the Project is ready for the Final Acceptance, submitting relevant application.

The Corporation, if it agrees, is obligated, within thirty (30) days from the submission of the application to accept and proceed with the Final Acceptance procedure. Within the same period, it should notify the Contractor of the reasons for rejection of application, if that would be the case.

The Final Acceptance is conducted by the Final Acceptance Committee that consists of Corporation bodies and has been duly established. The Final Acceptance Committee invites the Contractor in due time to itness the Committee work, at his expense.

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- 3.3. The Final Acceptance Committee shall consider Contractor's compliance with issues pertaining to the Temporary Acceptance Report; with all issues related to the quality of the Project; and with those resulted during the Warranty period as well as with any other issue related to the good execution of the Contract.
- 3.4. The Final Acceptance Committee shall prepare relevant Report of Final Acceptance the latest within the period specified in the Special Terms.

In case the Contractor would not be present at the Acceptance, as well as in case the Contractor would refuse to sign the Report, then the Report shall be notified to him on receipt. Should the Contractor sign the Report with reservations or should the Report is communicated to the Contract as per above, the Contractor is entitled to submit its objections within a restrictive deadline of thirty (30) days from the signing of the Report or its communication, or else it shall be regarded that the Contractor unconditionally accepts it.

- 3.5. The Final Acceptance shall be considered as concluded upon the approval of Report by the Corporation, which shall be effected within the period specified in the Special Terms. This period is calculated from the date the Contractor shall unreservedly sign the Report or from the date he shall submit his objections, should he sign with reservation.

### **Article 32. Ownership of the Project**

1. For the reasons of the Contract alone, it is considered that the ownership of the Equipment and the Project comes to the Corporation from the date of the Temporary Acceptance, which shall be effected according to the terms of Article 31 of the General Terms. Until that date, the Contractor shall bear the risk of loss, damage and/or destruction of the Equipment and the Project for whatever reason or cause including the cases of Force Majeure.

Nevertheless, from the dispatch of Project Equipment to the Worksite until the transfer of ownership to the Corporation, the latter shall maintain the right of seizure of the Project and the Contractor should accept and proceed with all due actions for exercising such right by the Corporation.

The exercise of this right by the Corporation will in no case impede the Contractor in the performance of its obligations under the Contract.

2. The transfer of ownership in no case and for no reason whatsoever would limit Contractor's liabilities arising from the Contract, especially those arising from Articles 19, 22 and 31 of the General Terms, as well as his liability for any defects to the Project and/or Corporation liabilities against third parties, following the date of the Temporary Acceptance.

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**Article 33. Contractual Price – Revision**

1. The Contractual Price is stated in Article 3 of the Contract Agreement and may be revised, in accordance with and to the extent this is provided in Article 8 of the Contract Agreement.
2. The Corporation shall pay and the Contractor shall receive the Contractual Price, accepting that he has considered all relevant factors and all conditions and changes, which can in any way affect the execution of the Contract, the value of the Equipment to provide, the works to execute and the services to render.
3. Furthermore, the Contractor guarantees the accuracy and adequacy of his prices (in the sense of Article 696 CC) and agrees that said price shall be his full remuneration and shall cover, unless otherwise specified in the Contract, any expenditure required for the execution of the Project, which indicatively and without limitation includes costs for salaries and wages of his personnel, value of Equipment and all materials and supplies that shall be incorporated in the Project; expenses for machinery usage; costs for transportation, insurance, storage and tests; expenses for operation, maintenance, depreciation, leasing of machinery and vehicles; expenses for implementation of drawings and instructions; expenses for access to the Project and to the site of material withdrawal, expenses for Contractor's worksite facilities, general expenses (including taxes, duties and fees, etc.), encumbrances of any kind relating to personnel of any rank, which mainly include employer's contributions to all Insurance Organizations; duties imposed to all materials, supplies and Equipment imported from abroad; Contractor's profit, expenses for maintenance throughout the period stipulated in the Contract as well as any other expenditure entailing Contractor's compliance with the provisions of the Contract towards the completion and Final Acceptance of the Project.
4. The Contractual Price will not be subject to any revision other than that anticipated in paragraph 1 hereof. The Contractor expressly waives all of its rights to adjust the price or terminate the Contract, as these arise from Article 388 of the Greek Civil Code, and the cases mentioned in Article 20(2) of the General Terms.

**Article 34. Method of payment –Offset of Claims – Settlement of Accounts**

1. Payments to the Contractor shall be made in accordance to the terms of the Contract on the 24th day of the third month following the submission of all relevant accurate and complete documentation to the Corporation. Additionally it is also possible (albeit only for Contracts paid by the Finance Function Department and which have not been ceded) for the Contractor to be paid the VAT amount on the 24th day of the following month, provided that the Contractor agrees to the payment of the invoiced fee on

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the 24th day of the fourth mon following the submission of all relevant documentation.

Within that deadline all accuracy and completeness verifications on the submitted documentation must have been completed by the Corporation. In the event that the payment date coincides with a public holiday, the payment date shall be set for the business day immediately after that date.

2. In order to effect payments, the Contractor shall be obligated to submit necessary supporting documents as appropriate, as specified in the Special Terms.
3. Unless otherwise specified in the Special terms, all payments related to the Project shall be effected by the Corporation to the Contractor and the Contractor shall be exclusively liable against any third parties for payments thereto.
4. The Contractor shall be obliged to continue, without any interruption, the Project's execution, regardless of any settlement and/or delay in the payment of the contractual amounts, in case of payment delay in the Corporation's fault, following the time limits specified in par. 1 of this Article.
5. Payments to the Contractor in Euros will be deposited into an account kept with a Greek Bank to be timely designated by the Contractor.
6. No payment shall be made to the Contractor unless he has complied with the regulations of the Hellenic Tax Authorities effective at the time of payment (Tax Certificate, etc.). Payments in cash shall be effected up to the maximum limit specified each time by the Hellenic Law.
7. At the end of each quarter from the effective date of the Contract as well as prior to the final settlement of payments, the Contractor should produce evidence through respective certificates that all his obligations to IKA and/or other Insurance Organizations related to his personnel have been fully satisfied.

If the issuance of said certificates were evidently impossible for the Contractor, then it shall be at Corporation discretion to accept other satisfactory documents in the place of those required and/or guarantees that shall cover the Corporation for any amounts that may be required by IKA or other Insurance Organizations.

8. The Contractor shall fulfill all his obligations under the Contract in connection with payments of taxes, duties, deductions and other dues he should pay pursuant to the current Legislation; and he should also be fully liable to restore any damage the Corporation may suffer due to non-fulfillment of his obligations as above.

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9. The Corporation will deduct from the Contractor's invoices produced any amounts due by the Contractor against income tax or any other encumbrances in favor of the State or Insurance Institutions or any third party.
10. The Corporation maintains the right of offsetting any claims arising from the Contract from any payment to the Contractor. Such right may be exercised even if the claimable amount had not yet been adjudicated or the Contractor objected as regards that claim. Such offsetting shall be effected only if the Contractor would not proceed with the settlement of the claim to the satisfaction of the Corporation. To that effect, the Corporation should send written notification to the Contractor specifying a reasonable period for the satisfaction of the claim; until the claim has been satisfied, the Corporation may suspend equivalent payments to the Contractor.

Before the Final Acceptance of the Project, the Contractor shall submit to the Corporation an irrevocable statement that it assumes responsibility, in any case, for any claim potentially filed by the sub-suppliers or subcontractors against the Corporation.

11. Final settlement of accounts and any overdue payments at the time of settlement shall be effected on the condition of full compliance with the applicable law and the provisions of the Contract.

### **Article 35. Individual detailed accounts**

The Contractor agrees to furnish the Corporation with individual detailed accounts, at its reasonable judgment, and with analysis of the prices for each section of the Project (based on the contractual price of the Equipment to supply and/or services to render) adapted to the accounting system of the Corporation.

### **Article 36. Changes in Budget**

1. If the integrity or functionality of the Project required an increase in the quantities of the works or execution of works not provided in the Contract, the Contractor is obligated to execute such additional work at the contractual prices or at "unit prices for new works", as stipulated in Article 25 of the General Terms, up to an amount of 50% over the Contractual Price of the Project as specified in the Contract. Increase of the Contractual Price of the Project over 50% is not permitted.
2. If the increase of necessary works towards the integrity or functionality of the Project would entail increase over the 100% of the contractual price of each group of works of the same type, as such groups are specified in the

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Contract on the condition that the total Contractual Price would not exceed the 50% specified in the preceding paragraph, the Contractor shall be obligated to execute the additional amounts of works with the option of demanding new prices for these.

In such case, a special agreement shall be made for said prices; and in case of dispute, the procedure of Article 42 of the General Terms shall be applicable. Submission of any objections by the Contractor or suspension of disputes arisen shall not give the Contractor the right to refuse or delay execution of said works.

3. The Corporation is entitled to reduce the object of the Contract up to 25 % of the Contractual Price of the Project and the Contractor shall not be entitled to further remuneration.
4. All limits or percentages stated herein refer to the initial quantities and unit prices of the Contract together with unforeseen expenses and do not include price revision, subsequent amendment thereof or any compensation.

**Article 37. Taxes, duties and other charges payable by the Contractor**

1. The Contractor shall be encumbered with all expenses for customs clearance, taxes, duties, fees, deductions and any other legal encumbrances as applicable at the time of payment obligation.
2. Based on such obligation, the Contractor should observe all legal formalities as well as fiscal and other data required by the Hellenic law and strictly conform to all procedures specified by the applicable provisions of the Hellenic law. The Contractor shall be also encumbered with additional taxes, dues and/or fines for non-compliance to his obligations as above; and in the event that such encumbrances would be charged by mistake or oversight to the Corporation by the competent Authorities, these shall be paid by the Corporation and then deducted from the first payment to the Contractor.
3. Fees, taxes and other relevant encumbrances paid by the Corporation due to Contractor's, Subcontractors' and Sub-suppliers' failure to conform to the standing provisions of tax law shall be claimable by the Corporation and received from the Contractor bearing interest at any time and in any way, even with payment withholding, etc.
4. Specifically, for indicative purposes only and not limited to, the Contractor shall be liable as follows:
  - 4.1. Taxes, Duties and other charges payable outside of Greece



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All taxes, fees and other relevant encumbrances stated or those to be imposed outside Greece to the Contractor, his Subcontractors, Sub-suppliers and the personnel thereof as well as to the materials, Equipment and works required to be carried out abroad towards Project execution, as provided in the Contract, shall be borne by the Contractor.

4.2. Taxes, Duties and other charges payable in Greece

Import duties, all customs duties, relevant taxes of any type as well as all other encumbrances imposed or to be imposed on the Equipment, raw materials, semi-processed and ready products, spare parts for any type of machinery, materials and products to be integrated in the Project, shall be borne by the Contractor.

4.3. Income tax and relevant expenses by the Contractor, his Subcontractors, Sub-suppliers, etc.

The Contractor, his Subcontractors and Sub-suppliers and the Personnel (Greeks or foreigners) occupied by them shall pay income tax together with relevant encumbrances to be imposed in Greece in relation to the Project and pursuant to the Hellenic law and the Bilateral Administrative Agreements, if existent.

To that effect, the Corporation shall implement the deductions provided by the tax law.

The Contractor shall bear the liability for payment in Greece of the remaining taxes, the municipal taxes and dues, contributions, labor contributions, joint contributions and any other encumbrances imposed or to be imposed in Greece in relation to the Project and in favor of the State, the Local Governments and other local Authorities, Institutions and Public interest Funds (such as the Social Insurance Institution – IKA, Pension Fund of Engineers – Contractors of Public Works – TSMEDE, etc), which pertain to the Contractor and the personnel of Greek or foreign nationality, of any specialty and rank occupied by the Contractor, his Subcontractors and Sub-suppliers. The Corporation shall bear no liability whatsoever in case of Contractor's, his personnel, Subcontractors' and Sub-suppliers' failure to settle a debt. The Contractor, his Subcontractors and Sub-suppliers are obligated to fully comply, at their cost, with the provisions of the Hellenic law that pertain to taxation, insurance, etc. Any dispute that may arise because of reduction or increase of income tax rate to be effective in Greece on the date of the Tender, which is directly affecting the Contractor and/or his personnel, shall be in favor of or against the Contractor and/or his personnel.

4.4. Import of machinery, tools, spare parts, etc, with the obligation to re-export.

The Contractor will be solely responsible for all items imported to meet the Project needs with the obligation to re-export, in compliance with the relevant provisions of Laws. In addition, the Contractor will be responsible for the

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implementation of the relevant provisions of Greek law on smuggling. Items imported under the obligation to re-export may be transferred to third persons only in accordance with the applicable provisions of Greek Law. In case any imported items subject to re-export are lost, the Corporation and the competent customs authorities will be duly and immediately notified.

4.5. Accounting books and documents

The Contractor shall keep all data, accounting, tax and other books required by the Greek laws; he shall strictly conform to all procedures required by the relevant provisions; and shall provide all data, documents and information that may be required by the Corporation at its discretion, in connection with any claim against the Hellenic State.

5. VAT or any equivalent tax imposed or to be imposed in Greece on invoices for the supply of Equipment and for other invoices for services rendered issued by the Contractor to the Corporation in the context of this Contract shall be borne by the Corporation and shall not be included in the Contractual Price.

### **Article 38. Insurances**

1. Apart from other obligations and responsibilities arising from the Contract, the Contractor shall be obligated, unless otherwise provided in the Special Terms of the Contract and pursuant to the stipulations therein, to enter with insurance companies (Greek or foreign) into the following insurance policies, which he should maintain and monitor at his expenses:
  - a. All risks Insurance
  - b. Insurance against random events and force majeure (fire, earthquake, etc.)
  - c. Civil liability insurance of the Contractor against third parties.
  - d. Transportation risk insurance
  - e. Insurance of Project vehicles, machinery, etc by the Contractor
  - f. Insurance for Contractor's personnel
  - g. Insurance of materials provided to the Contractor by HEDNO S.A.

The insurance policies for each of said insurances should at least contain and cover the issues specified in "Insurance" Issue.

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**Article 39. Suspension of Works at the Worksite**

1. Following written order by the Corporation, the Contractor shall be obligated to suspend execution of works at the Worksite, in any section of or the entire Project for as long and in any way this would be considered necessary by the Corporation.
2. A stoppage of works shall be considered as suspension, under the provisions herein, only following a written order by the Supervising Authority.

In case of such written order for suspension, the Contractor shall be entitled to request and the Corporation obligated to determine the deadline extension required along with the evidenced Contractor's expenses at the Worksite fully documented because of said suspension, except for the cases where said suspension:

- a. results from the implementation of other provisions of the Contract; or
  - b. originates from reasons for which the Contractor is accountable; or
  - c. is attributed to reasons related to the Safety of the Project or any part thereof.
3. If the above written order for suspension would pertain to the overall works at the Worksite and last more than ninety (90) consecutive calendar days; or if the partial stoppages that refer to sections of the Project or to stoppage periods or to the entire Project or parts thereof would cumulatively last more than one hundred and twenty (120) days, then the Contractor shall be entitled, following written notice to the Supervising Authority, to request permission to recommence works.

If the relevant permission would not be granted within a 20-calendar day period from the dispatch of notice; or if there would be no agreement reached between the Corporation and the Contractor for further extension of work suspension, then the Contractor may proceed with termination of the Contract. Such termination shall have the same consequences provided in the event of an innocent termination of the Contract under Article 43 of the General Terms.

4. In the event that the Supervising Authority has not issued suspension order and the Contractor assumes that works have suspended because of the Corporation, he should notify the Supervising Authority of his assumptions in writing within a period of seven (7) days from the date the Contractor assumed that the works have been suspended, producing evidence of his views.
5. Any suspension in execution of the Project due to Contractor's acts or omissions for thirty (30) consecutive calendar days or forty (40) intermittent calendar days in total for whatever reason or cause, except

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for the cases of Force Majeure under Article 40 of these General Terms, entitles the Corporation, at its discretion and with the explicit reservation of any other right under this Contract, to continue the Project itself or assign the Project to another Contractor.

In this case, the Corporation or the new Contractor may use the auxiliary facilities, machinery, equipment, drawings, tools, warehouses, materials and supplies of the Contractor located at the Worksite, as well as the Contractor's buildings and facilities in general, without HEDNO S.A. having any liability for any damage caused to them or for normal wear and tear.

6. During any suspension, for whatever reason, the Contractor shall be obligated to take all measures appropriate in Corporation opinion, for the maintenance and protection of the Project, the materials and Equipment at the Worksite.

The Contractor shall be also liable against the Corporation for all direct expenses, which Corporation may suffer, and for all actual 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.

#### **Article 40. Force Majeure**

1. All events that may affect the execution of the Project and escape, at reasonable assessment, the Contractor's control, which could not be anticipated or prevented, despite the diligence demonstrated by any serious-minded and reasonably thinking Contractor, are considered as events of Force Majeure. Strikes by statutory labor unions, lockouts or measures and prohibitions on the part of the Authorities, obstruction of sea transportation, enforcement of martial law and similar events, are considered as events of Force Majeure. The events of Force Majeure that affect the project shall be accepted only as cause of delay and not as cause for Contractor's indemnity. The Contractor shall not be entitled to raise claim against HEDNO S.A. related to any expenditure or financial charges imposed on him because of the occurrence of an event of Force Majeure.
2. In order for the Corporation to accept and recognize an event as Force Majeure, the Contractor must prove that event by submitting official documents as well as the direct relation of such event to the delay in execution or continuation of works; and that delay in meeting the deadlines stipulated in the Contract is exclusively due to this event.
3. Non-fulfillment or delay in fulfilling of any Subcontractor's or Sub-supplier's obligations to the Contractor, as well as any failure in the construction of sections of the Project or raw materials (such as failure during casting, etc.) shall not be considered as an event of Force Majeure.

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4. In case the Contractor considered that an event of Force majeure has occurred because of which he could not fulfill partially or wholly his obligations resulting from the Contract, then he should notify the Corporation in writing of that event, providing as much information as possible. This notification should be effected within a mandatory period of fifteen (15) days following occurrence thereof, except for the case where Corporation should be immediately notified because of the nature of the event.
5. The impact of the event is notified of by the Contractor by submitting all relevant information and data to the Supervising Authority within ten (10) days following the end of such event.

The Corporation shall be obligated to advise the Contractor of whether it accepts that such event falls under the provisions hereof within thirty (30) days from submission of Contractor's information.

6. Non-compliance of the Contractor for whatever reason or cause to said clause on notification and submission of information etc., within the mandatory periods specified as above shall render any application by the Contractor for deadline extension unacceptable.
7. The time at which the contractual deadlines may be extended shall be determined based on the time actually lost.
8. For as long as an event of Force Majeure is persistent, the Contractor shall be obligated to take any measure indicated to contain damages resulting therefrom. In addition, the Contractor should evidently make any effort to cancel without delay the impact of an event of Force Majeure (i.e. damages to the Equipment, eventual delays, etc).
9. In the event of total or significant damage to the Project caused by an event of Force Majeure prior to Temporary Acceptance, the Corporation may require from the Contractor, within six (6) months after the occurrence of such event, to reconstruct the Project; and the Contractor shall be obligated to accept under the same terms and conditions as stipulated in the Contract, excluding the delivery dates, the total Contractual Price and the payment terms, for which the contacting parties shall reach a new agreement.

It is obvious that all the amounts, without exception, paid by the Corporation against the Contractual Price, shall be offset against that new price. In the event that the period of six (6) months passes idle, the Contract shall be automatically interrupted without consequences to the contracting parties, except that the Corporation shall be entitled to the return by the Contractor of all the amounts paid to him whereas it shall not be obligated to pay any overdue debts to the Contractor.

### **Article 41. Penalty Clauses**

1. Regardless of and beyond Corporation rights, which arise under Articles 19 and 43 of the General Terms, the Contractor is obligated, without objections, to pay to the Corporation Penalty Clauses because of exceeding the contractual deadline on his responsibility or for other reasons provided in the Contract.
2. The Penalty Clauses shall be payable due to breach or non-fulfillment of Contractor's obligations, regardless of whether any loss or damage (incidental or consequential) has been caused to the Corporation.
3. The Penalty Clauses shall be paid by the Contractor cumulatively and beyond any compensation for restoration of any incidental damage or loss sustained by the Corporation due to unorthodox conduct by the Contractor.
4. The Corporation shall withhold the amounts of the Penalty Clauses either from the Performance Bond of the Project or from any amount due and payable by the Corporation to the Contractor, for any reason.
5. The conditions based on which Penalty Clauses shall be payable, the amounts payable as well as any other conditions related thereto shall be determined in the Contract Agreement.

### **Article 42. Claims – Disputes**

#### **1. Requirements**

- 1.1. In any event that the Contractor believes he is entitled to raise claim in connection with any issue related to the Contract, he is obligated to notify the Supervising Authority within a mandatory period of 15 days from the date of the particular event for which he intends to raise the claim.

Upon the occurrence of the event, the Contractor shall be obligated to keep all necessary information in a way deemed appropriate to support the claim he intends to raise.

- 1.2. Immediately following said notification, which would not entail any acceptance of Corporation liability, the Supervising Authority shall be entitled to inspect particulars kept and instruct the Contractor to keep further appropriate information he deems necessary; and the Contractor shall be obligated to keep such information and furnish the Supervising Authority with copies of any information on request.
- 1.3. Within thirty (30) days from the dispatch of said notification, the Contractor shall be obligated to deliver to the Supervising Authority economic analysis of his claim accompanied with detailed justification.

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In case when the event for which the claim has been raised is still existent, the economic analysis shall be considered as temporary and the Contractor, at reasonable intervals or when required by the Supervising Authority, shall provide updated cumulative information. If this would be the case, the Contractor should be obligated to deliver the final economic analysis within a period of thirty (30) days from the termination of the event.

- 1.4. If the Contractor did not comply with the provisions hereof, his right to receive payment, should his claim be accepted by the Corporation, shall be limited to the point that the Corporation would consider it could be verified by the documents kept.

## 2. Disputes

- 2.1. Any dispute, including those related to settlement of claim as above not satisfactory to the Contractor or any type of dispute raised at any time for the period the Contract is in effect, shall be communicated in writing to the Supervising Authority by the Contractor by a "Dispute Settlement Request", where there shall be an explicit reminder that such dispute is effected under this Article.
- 2.2. In the "Dispute Settlement Request", the Contractor shall clearly present the issue pertaining to the dispute. Specifically, the Request shall include the following:
  - a. clear description of the dispute to be considered.
  - b. presentation of actual facts on which the dispute is based;
  - c. requested compensation and or any related amount;
  - d. all evidence associated with the dispute, and any other information considered appropriate.
- 2.3. The Supervising body shall be obligated, the latest within ninety (90) days from the date of receipt of the request, to notify the Contractor of the Corporation Resolution.
- 2.4. In case the Contractor is not satisfied with this decision of the Corporation or in the case it does not receive an answer within the above deadline, it can appeal to the Courts of Athens. Prior to seeking recourse before a Court, the Contractor may request settlement of the dispute through amicable negotiations. In such case and if accepted by the Corporation, a Committee for the Amicable Settlement shall be established by the competent body of the Corporation that shall negotiate settlement of the dispute with the Contractor.
- 2.5. The existence of any dispute between contracting parties shall not suspend the execution of the Project or lift Contractor's obligation to

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adhere to the Corporation instructions in connection with the timely and appropriate execution of the Project.

### **Article 43. Termination of the Contract**

#### **1. Termination of the Contractor at Contractor's fault**

- 1.1. Without prejudice to Corporation rights resulting from the remaining provisions of the Contract, in case the Contractor would delay commencement of works without reasonable justification; or if despite prior written notes he would not submit timetable of the Project as provided in Article 23 of the General Terms; or he would not conform to the provisions of the Contract and delay the progress of works so that the timely execution of the Project would be evidently impossible; or if the works carried out by the Contractor are systematically poor or the materials utilized would not satisfy specifications; or if he persistently and repeatedly infringed or would not implement drawings approved and complied with the Corporation instructions, guidelines and orders; or if he systematically failed to adhere to labor or environmental safety regulations, the Corporation shall be entitled, as regards any of the above conditions, to address to the Contractor "Special Invitation", which shall necessarily mention the provisions hereof and include specific description of actions or tasks to be executed by the Contractor within a period prescribed in the "Special Invitation".

The deadline in this case shall be determined based on the shortest possible time from a technical standpoint to the fulfillment of the corresponding obligation, and in no case should it be shorter than fifteen (15) days.

Should the Contractor fail to comply with the above written "Special Invitation" within the specified period, the Corporation shall be entitled with an extrajudicial statement towards the Contractor to be communicated by a Court Bailiff, to terminate the Contract, partially or wholly.

- 1.2. The Contract shall be automatically suspended in case of Contractor's bankruptcy. In such case, the stipulation of para. 2.4 hereof shall apply.

The Contract is terminated, at the discretion of Corporation, in case the Contractor would be under compulsory administration; or in case of consortium, if all participants declared bankruptcy or be under compulsory administration, as well as in the event when in breach of Article 8 of the General Terms, the Contractor has substituted himself in part or whole during the execution of the Contract by any third party.

#### **2. Finalization of Termination – Exclusion of Contractor**



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- 2.1. The termination is finalized and the Contractor excluded from the Contract (Exclusion Ratification), if within a period of fifteen (15) days the Contractor does not lodge complaint or if such complaint has been rejected. The complaint timely exercised suspends the exclusion decision until the decision on the complaint is issued.

The complaint shall be decided by the Corporation within a mandatory period of two (2) months from lodgment.

- 2.2. Pursuant to the foregoing, upon finalization of Contract termination the Contractor becomes alienated and expelled from the Project whereas the Contract is liquidated as soon as possible.

- 2.3. The Corporation is entitled to either continue Project execution itself or appoint other Contractor. The Corporation and the new Contractor shall be entitled to use, if deemed necessary, the machinery, tools, materials, supplies, installations and other means of the revoked Contractor, which have been produced or constructed by him at the Worksite.

- 2.4. Against the finally revoked Contractor and without prejudice of Corporation rights for indemnity, following consequences shall occur:

a. the non-depreciated part of the advance payment becomes immediately claimable

b. the Guarantees of Good Execution of the Project are forfeited to the Corporation

c. any Penalty Clauses due until the date of termination become immediately claimable.

- 2.5. In order to liquidate the Contract, the Corporation shall conduct, in the presence of the Contractor and as soon as possible, inventory of existing status and determine the total amount (if existent) by which the works carried out shall be invoiced pursuant to the Contract; and it shall also determine the value of any existing materials unused or partially used as well as of any temporary works. In case that the revoked Contractor, although invited, has not attended, the Corporation shall be entitled to proceed itself with the inventory and debit or credit the Contractor as the case may be.

3. No fault termination

- 3.1. At its discretion, the Corporation is entitled at any time during Contract effectiveness to proceed with termination thereof partially or wholly on the condition that it shall timely notify the Contractor, namely at least one (1) month prior to the date determined as date of termination on the notification.

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- 3.2. In case of such termination of the Contract, the Corporation is obligated to return the remaining amount of the Performance Bonds and pay to the Contractor any amounts due to him, pursuant to the terms of the Contract, for all works executed by the Contractor. Moreover, the Corporation shall be obligated to pay to the Contractor the value of materials transported to the Worksite and indemnify the Contractor for expenses made for materials in production or procurement stage.

Specifically, in order to determine any expenses made for the manufacture or procurement of materials, the Contractor shall be obligated to produce necessary supports that shall evidence the need of commencing production or assigning procurement based on the Project's Execution Schedule as well as documents supporting relevant expenses.

- 3.3. In case the Contract is terminated at the fault of the Corporation and the value of executed works is less than the three quarters (3/4) of the Contractual Price, the Corporation shall in addition pay to the Contractor the non-depreciated part of his installations together with compensation for his imputed profit, which could not be higher than the 5% of the amount remaining from the Contractual price following reduction thereof by one fourth (1/4) and deduction of the non-depreciated part of Contractor's installations, the value of works and materials invoiced together with the remaining amounts stated in paragraph 3.2 hereof, for which the Contractor shall be compensated.

In order to determine such compensation, all relevant conditions shall be taken into account, especially the size of the Project and the time of Contractor's discharge.

#### **Article 44. Jurisdiction – Law governing the Contract**

1. It is expressly agreed that the ordinary Courts of Athens will be the competent ones to resolve any disputes arising from the implementation of the Contract which may not be settled pursuant to its provisions.
2. The Contract shall be construed and governed exclusively by the law of the Hellenic State.

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