



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 E'
INSURANCES

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"

INSURANCES

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1. General Insurance Terms

When drafting the insurance policies to be entered pursuant to those laid down in Article 38 of the General Terms of the Notice of the Call for Tenders, the following general terms must be complied with:

- 1.1 When entering into the relevant Policies, the Contractor shall take into account and comply with the provisions of Laws, Legislative Decrees, Regulations, etc, which are in force and apply in Greece.
- 1.2 The Contractor shall comply with the clauses, etc of Insurance Policies. The insurance coverage provided, the financial and insurance terms, exceptions, discharges, etc are always subject to the final approval of HEDNO S.A.
- 1.3 The insurances do not exempt or in any way restrict the responsibilities and liabilities of the Contractor arising from the Contract, in particular as regards the exemptions, discounts, privileges, restrictions etc. provided for in the relevant Insurance Policies. The Contractor remains exclusively liable for the restoration of any damages to persons, and/or objects, beyond the amounts covered by the Insurance Policies.
- 1.4 In case the Contractor omits or fails to comply with his insurance obligations or the insurances concluded are deemed unsatisfactory by HEDNO S.A., the latter shall be entitled to conclude, in the name and at the expenses of the Contractor, the necessary insurance policies and withhold (at the legal default interest rate) the insurance premium either from the payments due to the Contractor or by forfeiting the equivalent amount from the Good Performance Letter of Guarantee of the Contractor.

Moreover, in case the Contractor fails or refuses to pay the insurers the amount of insurance premiums due, HEDNO S.A. shall be entitled to pay the insurers such premiums on behalf of the Contractor, in order to avoid eventual cancellation thereof, and withhold the respective amounts as above.

HEDNO S.A. shall also reserve the right to withhold from any payments due to the Contractor any amount that could be collected from the insurers due to exceptions, discharges, etc that may be stipulated in the terms of the said policies.

- 1.5 In case the Insurance Company with which the Contractor has concluded the relevant policies omits or refuses (in whole or in part) to pay indemnity for any damage whatsoever on whatever grounds, the Contractor shall be solely liable to restore any unsettled damage or failure, etc, pursuant to the terms of the Contract and HEDNO S.A. shall be entitled to withhold from any account or guarantee of the Contractor all the amounts of any nature which, at the discretion of HEDNO S.A., are necessary for restoring such damage or failure.

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2. General Terms of Insurance Policies

The Insurance Policies to be entered into by and between the Contractor and the Insurance Companies for covering the Insurances provided for by Article 38 of the General Terms of the Notice of Call for Tenders, shall definitively include the following general terms:

- 2.1 It shall be stipulated that the term "Contractor" shall include the Personnel of any nature occupied by the Contractor under any labour relationship for said Project, as well as any Subcontractors and Sub-suppliers of the Contractor.
- 2.2 HEDNO S.A. shall be co-insured.
- 2.3 These Insurance policies cannot be cancelled, modified or terminated without the written, by registered mail thirty (30) days before, relevant notice of the Insurance Company, both to the Contractor and to HEDNO S.A.
- 2.4 In order to ensure HEDNO S.A. claims against him in connection with the amounts received by HEDNO S.A. (with the exception of advance payments against equivalent letters of guarantee or other security accepted by HEDNO S.A.), the Contractor shall be obligated to request insurers to include in All Risks Insurance Policies, as well as in other type Policies covering the Project itself, the following Special Clause:

"In case of partial or total loss or damage of the Project:

- a. The Insurance Company, in order to pay the Contractor indemnity related to damage, shall have obtained in advance the written consent by HEDNO S.A. to that effect.
- b. If HEDNO S.A. does not provide the said consent to the Insurance Company, the claim of the Contractor against the Insurance Company for payment of indemnity shall be automatically assigned to HEDNO S.A. without further formalities (special or other mandate or authorization by the Contractor); and the Insurance Company shall accept henceforth and shall be obligated to pay to HEDNO S.A. the relevant indemnity following HEDNO S.A.'s request.

Such assignment of Contractor's claim to HEDNO S.A. does not discharge in any way the Contractor from his liabilities and obligations, as these arise from the Contract signed with HEDNO S.A."

3. Special content of Insurance Policies

The Insurance Policies that shall be signed by the Contractor shall include, as the case may be, the following terms and conditions:

3.1. ALL RISKS INSURANCE

3.1.1 Special Terms

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The ALL RISKS insurance policy shall be submitted by the Contractor fifteen (15) days prior to commencement of works or installation of the Contractor at the Project site (whichever occurs first) to the HEDNO S.A.'s Supervising Authority.

The Policy and the Cover Notes shall be kept by HEDNO S.A.

3.1.2 Scope of Insurance

a. The total value of the Project under construction (equipment, materials, works, etc) including any Supplements to the Contract, revisions and/or revaluations (positive or negative) of the initial Contractual Price.

Such insurance cover shall be provided against any loss, damage or destruction, in part or in whole, due or caused by any reason, including Force Majeure, accidents (as well as faulty design), manufacturer's risk, defective materials, faulty work, etc., where the coverage of such risks is requested by HEDNO S.A. by making special reference to the Special Terms of the Notice of Call for Tenders, with the exception of risks which are usually excluded and not covered under standard ALL RISK policies (e.g. war, invasion, revolt, riot, rebellion, seizure, radioactivity contamination or ionizing radiation, etc). The Contractor shall request from insurers in regular intervals to adjust the insured capital based on the real value of the Project and the insurers waive the right of under-insurance.

b. Permanent, non-permanent and/or temporary worksite facilities of the Contractor as well as the overall mechanical equipment to be used for Project construction. Such insurance coverage shall be granted against any loss or damage etc. (excluding mechanical and electrical failures), due or caused by force majeure and/or accidents.

c. All types of materials provided by HEDNO S.A. to be incorporated in the Project.

3.1.3 Term of insurance

The liability of the insurers shall begin either at the commencement of the works, or simultaneously with the installation of the Contractor at the worksite, whichever occurs first, and shall expire either on the date of the certified completion of the works (for Civil Engineering Works), or on the date of the Commencement of Commercial Operation (for Works of E/M equipment).

The extended maintenance period shall commence on that date and shall expire on the date considered as the date of Provisional Acceptance.

3.2. Insurance against RISKS arising from random events and Force Majeure

3.2.1 Special Clauses

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The insurance policy (policies) to be issued shall be submitted by the Contractor fifteen (15) days prior to the anticipated date of certified completion of works (for civil engineering works) or the anticipated date of commencement of commercial operation (for E/M equipment) to HEDNO S.A. Supervising Authority.

In addition, the Contractor shall submit to the Supervising Authority of HEDNO S.A. cover notes for any insurance taken out subsequently and covering the Project against risks arising from force majeure and accidents two (2) months before the foreseen date of acceptance of the certified completion of works (for Civil Engineering Works) or the date of Commercial Operation start-up (for E/M equipment works), together with the receipt of payment of the premiums' advance.

The Policy and the Cover Notes shall be kept by HEDNO S.A..

3.2.2 Scope of insurance

The total value of the Project (actually completed) for risks arising from Force Majeure and Accidents (i.e. earthquake, fire, etc).

3.2.3 Term of insurance

From the date of certified completion of works (for civil engineering) or the date of Commencement of Commercial Operation (for E/M equipment works) to the anticipated date of Provisional Acceptance.

3.3. Civil liability of the Contractor against third parties

3.3.1 Special Clauses

The Civil Liability Policy shall be submitted by the Contractor to HEDNO S.A.'s Supervising Authority upon commencement of works or upon installation of the Contractor at the Project site (whichever occurs first).

The third party Civil Liability Policy(ies) required for covering Contractor's civil liability arising from maintenance, repair or other works executed by him in the context of its contractual obligations shall be submitted in two copies five (5) days prior to the commencement of the respective maintenance works, etc.

The Policy and the Cover Notes shall be kept by HEDNO S.A..

3.3.2 Scope of insurance

This insurance shall cover Contractor's Civil Liability and the insurers shall be obligated to indemnify third parties for physical injuries, death, mental distress or non-pecuniary damage and material damage caused by the Contractor throughout the term and because of construction, maintenance, repair, damage restoration and other works, whenever occurred and since they have taken place in the context of his contractual obligations.

Specifically, these Insurance Policies shall include the following:

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a. HEDNO S.A., its entire Personnel and associates and their personnel are considered THIRD PARTIES pursuant to the terms and exceptions of Cross Liability.

b. The Insurance Company shall be obligated to refute any action raised against the Contractor or HEDNO S.A. and their Personnel in case of damage or failure due to their acts or omissions for damage or failure covered by Civil Liability Policy and shall pay any guarantee required for lifting any seizure related to civil liability within the limits of the amounts referred to at the time as maximum insurers liability.

c. The Insurance Company waives any right to bring an action against HEDNO S.A., its consultants, associates and their employees in case damage or failure is due to an act or omission of such persons.

d. The liability of HEDNO S.A. deriving from Article 922 of the Greek Civil Code is covered (principal's liability).

3.3.3 Indemnity limits

The limits of indemnity for which insurance shall be effected by way of a separate Civil Liability Policy shall be as follows, as the case may be:

a. Physical injury and/or death of third parties (including claims for financial satisfaction due to non-pecuniary damage or mental distress) per person and per accident: Euro 30,000.00.

b. Physical injury and/or death of third parties for each group accident regardless of the number of the parties suffered: Euro 150,000.00

c. Direct or consequential material damage to property and/or livestock of third parties because of a prejudicial event, regardless of the number of third parties harmed and objects damaged: € 30,000.00

d. Maximum limit of insurers' liability throughout the insurance term: Euro 300,000.00.

Should the maximum insurers' liability fall under the amount of €300,000.00 (due to damaging events and payment of corresponding indemnity by the insurers), while the HEDNO S.A. - Contractor contract and the third party Civil Liability Policy of the Contractor are still effective, the Contractor shall attend to the immediate supplement to the maximum insurers' liability limit by the respectively reduced amount so that the maximum limit of insurers' liability would always remain at €300,000.00 throughout the effective term of Contractor's civil liability insurance and he shall not remain under-insured.

The amounts in paragraphs (a), (b), (c) and (d) may vary as the case may be, as provided for by the Special Terms of the Notice of Call for Tenders.

In the context of a single All Risk and third party Civil Liability insurance policy, the limits of indemnity for which the insurance shall be concluded shall be three times the above limits as the case may be.

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3.3.4 Term of insurance

Insurers' liability shall commence upon works commencement in any way or upon Contractor's settlement at the Project site and shall expire on the date the construction works shall have been completed.

Following completion of construction works, if there would be an issue for repairs, maintenance or other adjustments related to the Project falling in the context of Contractor's obligations requiring execution of works by Contractor's crews, then the Contractor shall attend to the new insurance cover for his civil liability under the same terms, etc as of the initial insurance and for the time required for completion of repair, maintenance works, etc.

3.4. Transportation Risk Insurance

3.4.1 Special Clauses

The relevant insurance policy shall be submitted to HEDNO S.A.'s Supervising Authority fifteen (15) days prior to the commencement of transportation and shall be kept by HEDNO S.A..

3.4.2 Scope of insurance

This insurance shall cover the total value of the materials transported (equipment, machinery, etc) originating from abroad and/or Greece, and of the materials owned by HEDNO S.A. that shall be transported on Contractor's liability for transportation risks. These materials shall be insured against all risks.

3.4.3 Term of insurance

The materials transported shall be insured for the entire period of transportation from any location in Greece and/or abroad until their unloading at the Project site.

3.5. INSURANCE FOR PROJECT VEHICLE, MACHINERY, etc.

3.5.1 Insurance of vehicles, machinery, etc., against their use as automobile vehicles (Law 489/76)

This insurance shall cover Contractor's civil liability for damage, etc caused to third parties that may be caused by the vehicles, Project machinery, etc that shall be used by the Contractor for Project needs either belonging to the Contractor or to third parties or to their Personnel pursuant to the relevant provisions of Greek laws (Law 489/76) and for the coverage provided each time by the applicable laws.

The relevant Insurance Policies shall also include the following:

The Contractor shall be liable for keeping and monitoring said Policies; and he shall be further obligated to present them to the Supervising Authority for inspection wherever required. If the Contractor refuses to furnish said Policies or in case the Policies are incomplete or provide inadequate legal coverage, the

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Supervising Authority shall be entitled to prohibit entry, exit and any other movement of the relevant vehicle inside the Project site.

3.5.2 Insurance of Project vehicles, machinery, etc against their use as Tools

This insurance shall cover Contractor's civil liability for damages, accidents, etc caused to third parties by the Project vehicles, machinery, etc that shall be used by the Contractor as tools for carrying out Project construction works.

In this Policy, the amounts payable for indemnity, the clauses etc., are those applicable to civil liability insurance (paragraph 3.3 hereinafter).

The clause "HEDNO S.A. shall be co-insured" shall be excluded.

3.6. PERSONNEL Insurance

Personnel Insurance includes two (2) cases:

3.6.1 Insurance of Contractor's Personnel

The Contractor is obligated to insure all workers, technicians and employees pursuant to the provisions of Greek Labor Law. Especially, with regard to domestic personnel, the Labor Law provides for insurance with IKA (Social Security Institute) or other Main or Auxiliary Insurance Organization, depending on the specialization.

As regards the foreign Personnel, respective insurance is required according to the Labor Law of the country of origin of such Personnel; and it shall not contravene with the provisions of Greek Labor Law. In order to be paid, the Contractor shall timely file all the necessary insurance supporting documents related to its personnel of workers and employees with the competent HEDNO S.A's Department.

3.6.2 Insurance of Contractor's consultants or associates

The Contractor shall insure all consultants and associates involved in the Project needs. In this case, the Contractor shall attend to the insurance of his consultants or associates, nationals and/or foreigners, against risks of personal injury with an Insurance Agency of his choice.

The Foreign associates and consultants of the Contractor who are already insured in their countries under policies effective for their stay in Greece and not opposing the Greek legislation shall be exempted.

The Contractor shall be responsible for keeping and monitoring the respective Policies. In order to certify such insurances, the Contractor shall submit to HEDNO S.A.'s Supervising Authority a solemn declaration indicating that his consultants, associates etc are in fact insured against the risk of personal injury.

These solemn declarations shall be kept by HEDNO S.A. .

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3.7. Insurance for MATERIALS provided by HEDNO S.A. to the Contractor

3.7.1 Scope of insurance

The Insurance Company shall insure on an open basis and against All Risks the materials, tools, machinery, supplies, metering devices, transformers and similar items provided by HEDNO S.A. to the Contractor for the execution of the contractual works.

The insurance shall also cover the materials, machinery, metering devices, transformers and similar items dismantled from HEDNO S.A.'s existing facilities by the Contractor during execution of above works, which will be repositioned at another site of facilities or returned to HEDNO S.A.'s Warehouses.

The insurers' liability shall commence upon delivery of such materials by HEDNO S.A. to the Contractor to be integrated into works and shall continue uninterruptedly throughout their storage in Contractor's warehouses, open or closed, or even in unfenced areas that are supervised by a specially authorized body of the Contractor's Personnel until subsequent integration into HEDNO S.A.'s facilities or return to HEDNO S.A.'s warehouses for any reason whatsoever. Insurers' liability shall expire upon submission of Contractor's Declaration provided for in paragraph 3.7.3.

Insurers' liability for materials dismantled shall commence upon dismantling of such materials by the Contractor from HEDNO S.A.'s facilities and shall continue uninterruptedly throughout material storing in Contractor's storage areas as described above, until these materials are re-positioned elsewhere in HEDNO S.A.'s facilities or returned to HEDNO S.A.'s warehouses for any reason whatsoever.

Insurers' liability shall expire upon submission of the same aforementioned Declaration of the Contractor.

3.7.2 Limit of Insured Value of Materials

The insurance shall cover the value of materials, tools, etc, of HEDNO S.A.'s property, which, according to the Contract, shall be at Contractor's disposal at any time, increased by 20% and rounded off to the nearest million Euros. In case HEDNO S.A. establishes from the data kept that the value of the materials, tools, etc of its property that are at Contractor's disposal is higher than said insured value, then HEDNO S.A. is entitled to intervene and cover the existing difference by endorsement.

The maximum limit of insurers' liability against any risk and event of loss, destruction, damage, wear, theft, fire etc., either total or partial, shall be equal to 40% of the value of the Contractor's debit balance regarding the materials, tools etc., owned by HEDNO S.A., which are in the Contractor's possession, as cited in the Contract. The maximum limit as above shall be rounded up or down to the closest one thousand Euros and cannot be less than 30,000.00 Euros.

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3.7.3 Term of insurance

This open-end insurance shall commence upon Contractor's signing the Contract with HEDNO S.A. and shall expire on Contractor's returning the remaining materials to HEDNO S.A.'s warehouses and submitting a written statement to the insurer to that effect, duly attested by the competent HEDNO S.A.'s Department.

This insurance may not be cancelled, amended or terminated by the insurer or the Contractor on any grounds unless normally expired. For raising such issue, HEDNO/Financial Department shall be notified thirty (30) days in advance by registered mail, fax or telex sent by the insurer or the Contractor.

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