



Hellenic Electricity Distribution Network Operator S.A.

NOTICE OF REQUEST FOR TENDERS no. ND-207

PROJECT: «Pilot Telemetry and Management System for the Electric Power Supply Demand by Residential and Small Commercial Consumers and Implementation of Smart Grids»

ISSUE F'
APPENDICES

APPENDICES

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

SPECIMEN A. Contract Draft



Hellenic Electricity Distribution Network Operator S.A.

NOTICE OF REQUEST FOR TENDERS no. ND-xxx

Contract:

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

Contract

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Request for Tenders With Open Procedure 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”**

Hellenic Electricity Distribution Network Operator S.A.

NOTICE OF REQUEST FOR TENDERS: ND-207

CONTRACT:

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

AGREEMENT

In Athens, today..... , the contracting parties herein, on one hand, the Corporation under the Trade name Hellenic Electricity Distribution Network Operator S.A. and the distinctive title “HEDNO”, hereinafter called “ Corporation”, having its registered seat in Athens at 20 Perrevou Str. and 5 Kallirois Str., legally represented herein by Mr..... , as per HEDNO’s Board of Directors Decision, and on the other hand, the company under distinctive title, hereinafter called “Contractor”, having its registered seat at Nr. Street, legally represented in herein by Mr. have jointly agreed without reservation on the following terms.

Article 1. Issues of the Contract

1. The Contract consists of the following Issues which, once signed by the parties, form an integral part thereof:

A. Commercial Part

A. Agreement

B. Price Tables consisting of:

- Total Prices Table
- Materials and Prices Table

C. Special Terms

D. General Terms

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E. Assurances

F. Specimens consisting of:

- Good Performance Letter of Guarantee
- Deduction Letter of Guarantee
- Joint Solemn Declaration by the Contractor – Supervising Engineer
- Maintenance and Technical Support Services Agreement
- Confidentiality Agreement

G. Contractors' details (those regarded as necessary by the Corporation at the signing of the Contract)

B. TECHNICAL PART

- Issue 1 Technical Description of the Project
 - Issue 2 Technical Description of the Main System
 - Issue 3 Technical Specifications of Meters
 - Issue 4 Specification of In-Home Display
 - Issue 5 Specification of Consumer Web Portal
 - Issue 6 Specification of Consumer Mobile Platform
 - Issue 7 Minimum Security Requirements
 - Issue 8 Technical Specifications of Meter Seals
 - Issue 9 Three-phase Substation Meters
 - Issue 10 Technical Specifications of Boxes
 - Issue 11 Technical Description of Automatic Circuit Breakers
 - Issue 12 Technical Description of Necessary Works
2. The order in which these Issues are mentioned in the previous paragraph shall determine the order of validity for each one, should there be discrepancies in the text or in the construal of the terms of two or more Issues.
3. The descriptions, information, drawings, sketches, etc included in the data to be submitted by the Contractor shall only constitute proposals by the Contractor and shall not be binding for the Corporation; they shall apply only to the extent these have been approved by the Corporation according to the terms of the Contract.
4. It is expressly agreed upon by the parties that this contract is the sole agreement between them for said project and that all documents that may have been exchanged between them prior to conclusion thereof, including

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any discussions and verbal or implicit agreements of any nature and in any context that are not included in this contract, shall be considered as void and they shall have no legal effect; they shall not be binding upon the parties; and they shall not be taken into consideration in the construal of the terms of this contract.

Any act or action by the Contractor required for the completion of the Project should perfectly comply with the requirements and provisions of the Contract, even if no particular reference is made in the contract to such act or action.

5. It is also expressly agreed that all terms of the Contract shall be equally material and that any future amendment to any Contractual Issues shall only be made in writing (Addendums, Modification Mandates, etc).

Article 2. Scope of the Contract

1. By this Contract, the Corporation assigns and the Contractor undertakes the obligation to perform the timely, skillful, integral, cost-effective and safe execution of the Project: **«Pilot Telemetering and Management System for the Electric Power Supply Demand by Residential and Small Commercial Consumers and Implementation of Smart Grids»** as detailed below, so that the Project is appropriate for its intended use and operation, in full compliance with the Contract's terms.
2. The System shall be installed at an area of Athens, on a site owned by HEDNO, and shall regard the engineering, design and construction of the total Metering Data Telemetering and Processing System (Main and Back-Up), with a capacity to communicate with 300.000 meters, as well as its procurement and installation, testing, commissioning and delivery to HEDNO as a “turnkey job”. Moreover, the Project shall include the procurement, installation and integration into the System of electricity meters with communication devices (PLC and mobile telephony GSM/GPRS/3G), of the metering devices for 170.000 Household, Small Commercial Consumers and also small Producers of the LV Distribution Network, belonging to either of the Interconnected or Non-Interconnected Systems, and the provision of all relevant services for the integral construction of the Project, as described and analyzed in the Issues attached. The Project also includes all the relevant operation, maintenance and telecommunication services until the final acceptance of the project, training of HEDNO’s personnel on the system’s installation, operations and field work, as well as Comparative assessment of the project’s results prior and after its implementation, and also delivery of integrated data for the preparation of a cost-benefit study. The points to be evaluated will mostly regard the reduction of energy consumption, the shift of load peak, the assessment of technologies and working methods and design of the nationwide project.

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Specifically, the Project is expected to include the comprehensive design, procurement and installation of the equipment, the execution of all necessary tests and configuration and the delivery to HEDNO, ready for commercial operation, ("Turnkey solution") of the following:

- Central systems AMI/MDM (main and backup) for collecting and processing of metering data of the customers of the distribution network with a capacity of at least 300.000 metering points;
- The infrastructure that is required for the operation of the AMI network;
- Approximately 140.000 single phase and 30.000 three phase electronic LV meters compatible with the approved CENELEC standards and /or emerging standards currently under examination by CENELEC /TC 13.
- Installation of the above smart LV meters and simultaneous dismantlement of existing meters.
- The meters should come from at least two different manufacturers for each type of single-phase or three-phase meter, with a 20% minimum percentage per manufacturer. Interoperability and interchangeability between the offered meter types at the level of a substation concentrator with PLC technology, will be demonstrated prior to the project's execution.

Meter manufacturers are defined as the manufacturers possessing their own design, expertise and professional specialization in the study, development, construction and testing of the offered meters, and hold their intellectual property rights (IPRs) – not through third party licenses.

- 30.000 devices (In Home Displays - IHDs) capable of displaying energy data.
- A consumer web portal that allows customers to access consumption or production data sourced from MDM mirror database.
- A consumer mobile platform that allows customers to access consumption or production data that is sourced from MDM's mirror database. Support for the communication through the mobile infrastructure that will include the capability for sending/receiving of messages.
- Approximately 4.300 three-phase electronic meters to connect to current-transformer (CT) accompanied with the respective adequate current transformers for monitoring LV transformers associated with distribution substations in the selected areas.
- Construction (procurement, installation and integration into the System) of new metering devices for the new connections occurred across the project's implementation locations.

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- The Pilot’s central Systems will provide the option to collect and elaborate metering data from concentrators and load curves of variable integration and will be interconnected with existing HEDNO systems:
 - HEDNO’s IT system (ERMIS) and also its successor with bidirectional communication
 - HEDNO’s LV large customers AMR systems.
 - The SCADA-DMS systems of the non-interconnected islands and Attica, that have to receive periodically data from the Contractor’s meters, installed at the LV output point of the MV/LV distribution transformers.
 - The Geographical Information System – GIS.
 - MDM systems aiming at exporting metering data to them.
- Training of HEDNO’s personnel on the system’s installation and operations and also on field work.
- Comparative assessment of the project’s results prior and after its implementation, and also delivery of integrated data for the preparation of a cost-benefit study. The assessment criteria shall involve:
 - Reduction of energy consumption.
 - Shift of system peak.
 - Cost reduction of reading and cut-offs for the Network Operator
 - Better estimation of the load forecast and more accurate clearance of the wholesale market.
 - Increased competitiveness by enabling the possibility of alternative and real-time pricing.
 - Assessment of technologies
 - Working methods for the design of the nationwide project in order to achieve communication, extraction and management of all metering points’ measurement data, as described in the Technical Description of the Project (B Technical Part – Issue 1).

The Project’s individual tasks shall be performed so as to ensure the delivery and operation of the Pilot Project without any delay and with minimum possible disruption to the functioning of the existing network, as well as with the minimum possible intervention by technical support teams of the Corporation.

The Contractor shall carry out all necessary studies, obtain all necessary permits, proceed to the procurement of all necessary equipment and necessary software, contract lease of available resources, execute the

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necessary works, install, configure and test the equipment and, eventually, fully construct the system, in absolute compliance with those cited in the Issues of the present Contract.

3. The purpose of said Project indicatively and not exclusively includes the following:

The Design, study and construction of the entire Project, the procurement and testing in the manufacturing plants, the transportation to the Project's site, the storage, assembly, testing at the Project's site and the commissioning of all the Equipment and materials required.

Moreover, the provision of any type of services, technical and others, as required, as well as the delivery to HEDNO, in a perfect condition, and the operation of the total Project, in full compliance with the Contract, the specifications, drawings, Addendums and all other data attached to the Contract, as determined and described in the other Contractual Issues.

4. The Project is comprised of the following main sections:

- Full layout and furnishing of the installation areas (equipment and operator stations):
 - In the central system area, for at least six (6) operators and two (2) administrators.
 - In the backup system area, for at least six (6) operators and two (2) administrators.
 - Procurement, installation and complete commissioning of equipment and software of the main telemetering - meter data processing system.
- Equipment and software for the operation of the customer web portal.
- Equipment and software for the operation of the mobile platform.
- Procurement, installation and integration of the metering systems and communication devices, including the new metering devices, of the customer web and mobile portals and in-home display units into the system.
- Supply, installation and integration of the metering system for connection through Current Transformers to the MV/LV distribution network sub-stations and concentrators, where required. For this equipment (meters and concentrators) surge protection devices shall be included. Provision of a test system (testbed) that replicates the main system's capability to allow for testings and controls, settings, configurations, software, communications and equipment upgrades.
- Installation of security and protection systems (firewalls, antivirus etc.).
- Provision uninterrupted power supplies (UPS) for all AMI/MDM center equipment.

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- Installation of a secure access control and fire safety system and safety doors for all spaces of the central and backup system.
- Conduct of user training.
- Adequate lighting, air-conditioning, fire protection and ventilation for each area.
- Projectors in the areas intended for the users of the main and the backup system, central printers (color laser), scanners, as well as fax machines for the main and for the backup system.
- Provision of telecommunication services according to the project requirements, for the whole duration of the Project, commencing from the start of the Project, as well as for five (5) years following the final acceptance of the project. The cost of these services will burden the Contractor. All costs for the use of telecommunication networks shall be included in the Tender.
- Any complementary works to the aforementioned that are deemed necessary for the sound and safe operation of the System, are considered responsibility of the Contractor.

The Project shall not include the following that will be provided by HEDNO:

- The housing space for the equipment, consisting of two rooms with an indicative space of approximately 30 and 40 sq.m. (one for the system and one for the users), and a respective room for the backup system.
 - Connections of the above areas with public utility networks.
 - The provision of the telecommunications system of the building (telecommunication lines), as well as telephone sets.
5. The Contractor shall also assume the obligation to provide, **for five (5) years, System operation, management, technical support and maintenance services, as well as fault recovery services for the all metering and communications equipment (as well as for the new connections), including costs of telecommunication services with an option for the extension of these services separately for five (5) additional years, at the discretion of the Corporation.** The above services shall be provided in accordance with the attached Contract for the operation, management, technical support and maintenance of the System, as well as fault recovery services for all installed supply metering and communications equipment and provision of telecommunication services, which will be signed following the Project's Final Acceptance.
6. Construction (procurement, installation, integration into the System) of new metering devices for new connections occurred across the relevant

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locations during the entire implementation and the "Operation and Maintenance" period of the project.

7. Option concerning:

a. The procurement, installation and integration into the System of electricity meters with communication devices (PLC and mobile telephony GSM/GPRS/3G) of an indicative total of 30.000 units, for the following islands:

- Thira island
- Kythnos island
- Milos island

b. The respective five-year (5) provision of services for the operation, technical support and maintenance of the System, as well as for services of fault recovery and costs for telecommunication services.

The option of extension (par. 6 above) can be applied by HEDNO up until the project's temporary acceptance and in that case the project's total duration shall be extended by six (6) months.

8. Option that involves:

The possibility of procurement of metering and communication equipment of up to 10% of the total contractual subject-matter relevant to the aforementioned equipment (metering and communication equipment) as provided by the Tables of Materials and Prices.

The above option may be executed up until the Final Acceptance of the project.

9. The project will be integrated into the "Competitiveness and Entrepreneurship" Operational Programme to be co-financed by the European Regional Development Fund (ERDF). Said financing excludes points (5), (6), (7) and (8) above.

Article 3. Contractual Price

1. The Contractual Price of the Project, as the Project is described in Article 2 of the present Agreement, amounts to EUR **plus VAT.**
2. **For the purposes of the Contract, the aforementioned Contractual Price** is broken down as presented in the Materials and Prices Table.

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3. The Contractual Price shall be fixed and it shall not be subject to revision, as provided in Article 8 hereof.

The Contractual Price shall include all expenses and charges mentioned in Articles 33 and 37 of the General Terms.

4. A five-year Contract for the provision of operation, management, technical support and maintenance services for the System, as well as fault recovery services for the total metering and communications equipment, shall be signed amounting to EUR
5. The Contract above will include an option of 5-year extension separately for:
 - Operation and management, and
 - Technical support and maintenance services for the System and for breakdown repairs of all metering and communications equipment as well as for all telecommunication services.at the discretion of the company.

Article 4. Payment Method

Under the provisions of Article 34 of the General Terms and Article 14 "Payment Method - Documentation" of the Special Terms, payments to the Contractor shall be made as follows:

1. Advance payment of two million (2.000.000) euro to the Project's Contractor shall be made. The advance payment will be interest bearing with the six-month Euribor rate, that will valid for two working days before the tenders' submission date, renewed every six months, with a margin of eight (8%) percent.

The amount of the advance payment will be retained from the Contractor's first payment.

Together with the withholding of the advance payment, the withholding of the accrued interest of the advance payment will be made. The interest will be calculated for an integer number of months until the submission date of the relevant invoice. Fraction of month is considered as a whole month.

2. Payments for equipment, software and works shall be made on a monthly basis, upon submission of an official Invoice, as follows:
 - 2.1. For equipment and software (including transport, insurance and customs clearance expenses, taxes, duties, etc.) upon each arrival at

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the Worksite as long as the conditions for the installation of the equipment and the software have been met and the relevant works are normally progressing, in accordance with the Project's Execution Schedule.

- 2.2. For the installation of the equipment and software in monthly installments based on "Monthly Progress Reports".
- 2.3. The payment of the Implementation **Phase A** will be made after the quantity and quality acceptance at the 24th day of the following month after the submission of the invoice and the relevant/required documentation.
- 2.4. The payments for the equipment, the software and the works of Implementation **Phase B** will be made on a monthly basis upon submitting the official invoice at the 24th day of the following month after the submission of the invoice and the relevant/required documentation.
- 2.5. For other services as defined in the Materials and Prices Table, in three (3) equal bimonthly installments, from the first month following the Contract's effective date, according to invoices dully attested by HEDNO, accompanied by Monthly Progress Reports.

The term "other services" includes the delivery of additional or the revision of existing studies, any unpredicted expenses during the different stages of the project, not included in the contract. Note that the cost of the other services shall not exceed EURO three hundred thousand (300,000.00).

3. From any invoice payment made to the Contractor as per par. 2, deductions for Good Performance Guarantee, shall be made, according to the provisions of paragraph 4 of Article 22 of the General Terms. Such deductions are set at five per cent (5%) on the certified value of each payment.
4. The above deductions may be replaced by equivalent Letters of Guarantee, upon acceptance by HEDNO of the Contractor's request for the Temporary Acceptance of the Project.
5. Such Letters of Guarantee shall be returned along with the Performance Letters of Guarantee according to the provisions of Article 22 of the General Terms.

Article 5. Completion Deadlines – Project Execution Schedule

1. Overall Deadline for Project Completion

The Contractor hereby undertakes the obligation to adhere to the overall deadline for the completion of the entire Project, which is set to **twenty four (24) months** from the date on which the Contract shall take effect.

Note that the aforementioned deadline is the longest acceptable one. Shorter delivery times for the Project shall be acceptable and desirable.

2. Partial deadlines

2.1. Partial deadline for the design, supply, installation and commissioning of the combined AMI/MDM system (Phase A').

The partial deadline for the completion of the design, supply, installation and commissioning of the combined AMI/MDM central system and also installation and operation of at least 10.000 meters and at least 100 in-home displays, shall be set at **nine (9) months** from the signing date of the project's contract.

Upon lapse of such period, the following tasks must be completed:

1. The interconnection and the communication of Central Systems with the information system "ERMIS HEDNO"
 2. The implementation of consumer web-portal
 3. The implementation of consumer mobile platform
 4. Provision of specific data for HEDNO or any authorised representative contributing to an internal Cost/Benefit Analysis (CBA). This data will be used in order to define reference points prior to or post the CBA concerning **the project's effectiveness**.
 5. Research on the infrastructures available for leasing (dark fiber, dark cable).
 6. Radio-frequency research for GSM/GPRS/2G/3G coverage.
- 2.2. **Partial deadline for the installation and replacement of 50.000 metering points at the areas indicated and their integration to the AMI Telemetry Center.**

The partial deadline for the installation and replacement of 50,000 metering points at the indicated areas and their integration to the AMI Telemetry Center is set at **fourteen (14) months** from the signing date of the project's contract.

2.3. **Partial deadline for the installation and replacement of 110.000 metering points at the areas indicated and their integration to the AMI Telemetry Center.**

The partial deadline for the installation and replacement of **110,000** metering points at the indicated areas and their integration to the AMI Telemetry

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Center is set at **twenty four (24) months** from the signing date of the project's contract.

3. Project Execution Schedule

- 3.1. Within 15 days from the signing of the Contract, the Contractor shall submit the detailed schedule of the Project's construction, in accordance with Article 23 of the General Terms, in cooperation with the Supervising Office.

This schedule should fully, clearly and accurately cover all categories and phases of work carried out by the Contractor, in order to achieve and deliver to the Corporation an operationally and constructively sound System.

The total detailed schedule of the project will be approved by the Supervising Office within five (5) days, while the Contractor will be informed in written form in case of disagreement. The submitted schedule for approval must necessarily provide for the installation and commissioning of the Central System within nine (9) months from the signing of the Contract and the replacement and the integration of 10.000 meters into the System. The replacement and integration of all meters and communication equipment (modems) to the System in selected geographic areas of the Distribution Network must be completed within a total of twenty four (24) months from the signing date of the project's Contract.

The Contractor is required to periodically send to the Supervising Office the next month's schedule for approval, at least a week before the beginning of the month the schedule refers to. No work will commence unless the above approval is granted.

The Supervising Office is required to approve the schedule within two (2) days following submission by the Contractor or inform them in writing in case of disagreement.

- 3.2. The schedule approved by the Corporation, including the above information, shall comprise the Project Execution Schedule.

Article 6. Penalty Clauses

1. In addition to the stipulations of Article 41 of the General Terms, it is expressly agreed that the Penalty Clauses are due and payable to HEDNO separately and cumulatively, regardless of any damage incurred by the Corporation, and that the Penalty Clauses of this Article are fair and reasonable.

The Penalty Clauses that may be imposed are detailed in the following paragraphs.

2. Penalties imposed for delays

- 2.1. For each calendar day in excess of the partial contractual completion date, as per Article 5 hereof, due to fault of the Contractor, the Contractor shall pay a Penalty equal to 0,05% of the Project Contractual Price, as laid down in Article 3 of the Contract Agreement, increased by the prices of possible additional works and Addendums to the Contract.
- 2.2. The above "partial" penalty clauses shall be revoked on condition that the total completion deadline of the Project is not exceeded.
- 2.3. For each calendar day in excess of the total completion deadline set out in Article 5 herein due to fault of the Contractor, the Contractor shall have the obligation to pay a penalty equal to 0,05% of the total Contractual Price.
- 2.4. The sum of the aforementioned Penalties imposed for delays may not exceed 10% of the Contractual Price, increased by the prices for any additional works and Addendums to the Contract.
- 2.5. Penalties for delays shall be imposed by the Supervising Office and shall be deducted from the payment to the Contractor to be made following the day of imposition thereof.
- 2.6. In the event of a pending request of the Contractor for the granting of an extension pursuant to the provisions of the General Terms, the Supervising Authority may suspend the retention of the respective Penalty until the final decision is made by the respective body of the Corporation.

3. Penalties due to interruption of operation and due to operation with temporarily reduced power

- 3.1. If, during the period commencing upon expiration of the System's trial operation period and ending upon expiration of the warranty period, the System's operation is fully interrupted or the System operates with temporarily reduced capacity, due to the Contractor's fault or a defect in the equipment or software, the Contractor, without prejudice to HEDNO's rights with regards to all the Contractor's obligations emanating from the Contract, shall pay the following Penalties:
 - 3.1.1. For total interruption of operation or for operation with daily performance rate lower than 50%, a daily penalty equal to 0.04% of the Contractual Price of the Project, as set in Article 3 of the present Contract Agreement, increased with the price for any additional works and Addendums to the Contract, shall be imposed. For shorter interruptions, the respective fraction of the aforementioned penalty shall apply.
 - 3.1.2. For operation with temporarily reduced capacity exceeding the rate corresponding to total interruption of operation, a daily penalty to be

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calculated according to the deviation of the performance rate from the guaranteed level of good operation, as set out in Article 17 of the Special Terms, shall be imposed. The penalty imposed shall amount to 0,001% of the Project Contractual Price, as set in Article 3 hereof, increased by the price for any additional works and Addendums to the Contract, per percentage point of deviation.

- 3.2. Penalties under this paragraph shall be imposed if the cumulative sum of hours of total interruption of operation and of hours of operation with temporarily reduced capacity exceeds the grace period of a total of forty eight (48) hours.

The calculation of the System's performance shall be carried out as determined in Article 16 of the Special Terms for the System's acceptance test and shall be checked following any collection of metering data performed by the System.

- 3.3. The total of the above imposed penalties may not cumulatively exceed 3% of the Project's Contractual Price, as set out under Article 3 hereof, increased by the price of any additional works and Contract Addendums.

4. Penalties for non-achievement of guaranteed figures

- 4.1. In case that, during the acceptance test, the guaranteed figures of the Project, are not achieved (**as defined in article 16 of Issue C "Special Terms"**) and on condition that the Project has not been rejected for such reason, the Contractor shall pay, for each percentage point of deviation below the respective guaranteed figure, a penalty equal to 1% of the Contractual Price of the Project, as set in Article 3 hereof, increased by the price for any additional works and Addendums to the Contract.

- 4.2. For deviation fractions, penalties shall be calculated in respective fractions of the penalty.

5. All penalties cited in this Article, summed up with the penalties also imposed to the Contractor for other reasons, as provided for by other clauses of the Contract, shall in no case exceed 15% of the Contractual Price, increased by the price for any additional works and Addendums to the Contract.

Article 7. Good Performance Guarantees

1. As a Guarantee for Good Performance, the Contractor deposited to the Corporation, today, a Guarantee Letter under number which was issued by in the amount of EUR

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..... (.....) corresponding to ten per cent (10%) of the Contractual Price.

2. Following signature of the Protocol of Final Acceptance and signature of the Contract for the operation, management, technical support and maintenance of the Telemetering System, as well as fault repair services for all installed supply metering and communications equipment, the amount of the above Good Performance Letter of Guarantee shall be substituted by the Contractor, with a new one that amounts to 30% of the amount of the original, provided that there are no claims by the Corporation due to other causes (e.g. penalty clauses, etc.), and shall be returned to the Contractor after the expiration of the five-year period of provision of System operation, management, technical support and maintenance services, as well as of fault recovery services for the total metering and communications equipment. In the event of extension of the period of provision of services, the terms of the respective "Operations & Maintenance Services" Contract shall apply.
3. The Deduction Guarantee Letters shall be returned to the contractor following Final Acceptance of the Project.

Article 8. Price Revision

The Contractual Price shall be fixed and may not be revised.

Article 9. Consortium Responsibility

1. It is expressly agreed that all members of the Consortium are held jointly and severally liable and responsible to the Corporation, each one separately for the performance of all obligations assumed by the Consortium under the present Contract.
2. It is also agreed that they shall have a joint representative throughout the validity of the Contract, and the effective participation of all their members in the Consortium shall be verified by the Corporation.

Article 10. Third Party Guarantee

(To be filled in the event that the Contractor has invoked the financial, technical and/or professional capacity of a third party. The object of cooperation between the Contractor and said Third Party shall be included, together with the guarantees provided by the latter to the Contractor.)

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Contractor shall be responsible for any act, action or omission of the Third Party, as specified in the provisions of Article 19 of the General Terms. In the event that the Third Party fails to fulfill its obligations to the Contractor in relation to the Project, HEDNO shall be entitled to enforce the provisions of Articles 41 and 43 of the General Terms.

Article 11. Effect of the Contract

1. This Contract shall go into effect on the date of signing hereof.
2. Works shall commence without exception following attestation of the contract by the appropriate tax service, in accordance with Article 19 of Law 820/78.
3. This contract is signed in two original copies, one for the Corporation and the second one for the Contractor.

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

.....

FOR THE CONTRACTOR

.....

Request for Tenders With Open Procedure for the Project: **“Pilot Telemetry and Management System for the Electric Power Supply Demand by Residential and Small Commercial Consumers and Implementation of Smart Grids”**

SPECIMEN B. Contract for the operation, management, technical support and maintenance of the Telemetry System, as well as fault repair services for all installed supply metering and communications equipment.



Hellenic Electricity Distribution Network Operator S.A.

Contract:

PROJECT: «Pilot Telemetry and Management System for the Electric Power Supply Demand by Residential and Small Commercial Consumers and Implementation of Smart Grids».

Contract for the operation, management, technical support and maintenance of the Telemetry System, as well as fault recovery services for all installed supply metering and communications equipment and provision of telecommunication services that installed according the CONTRACT ND-xxx/...../.....



Hellenic Electricity Distribution Network Operator S.A.

Contract:

Provision of Services

Contract for the operation, management, technical support and maintenance of the Telemetering System, as well as fault recovery services for all installed supply metering and communications equipment and provision of telecommunication services.

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Hellenic Electricity Distribution Network Operator S.A.

Contract No DD -

In Athens, today..... , the contracting parties herein, on one hand, the Corporation under the Trade name Hellenic Electricity Distribution Network Operator S.A. and the distinctive title "HEDNO", hereinafter called " Corporation", having its registered seat in Athens at 20 Perrevou Str. and 5 Kallirois Str., legally represented herein by Mr..... , as per HEDNO's Board of Directors Decision, and on the other hand, the company under distinctive title , hereinafter called the "Contractor", having its registered seat at Nr. Street, legally represented in herein by Mr. have jointly agreed without reservation on the following terms.

Any statements made, either orally or in writing, prior to the signing of the present contract are considered revoked, null and void and devoid of any legal effect.

Article 1. SCOPE OF WORK

HEDNO hereby assigns to the Contractor and the Contractor undertakes the explicit obligation to perform the work **of operation, management, technical support and maintenance of the System fault recovery for all metering and communications equipment as well as the provision of all the telecommunication services** Contract under contract number/..... for the "Pilot Telemetering and Management System for the Electric Power Supply Demand by Residential and Small Commercial Consumers and Implementation of Smart Grids" which is attached hereto and constitutes an integral part hereof. The services shall be provided during business hours and days from 08:00 to 15:00 at the System's installation site in Athens for the main and backup equipment and at the Distribution Regional Departments where the metering and communications equipment of the integrated metering points of L.V. customers is installed, in accordance with the recognized rules of art and science and in full compliance with the terms and provisions of this contract.

Request for Tenders With Open Procedure for the Project: **"Pilot Telemetry and Management System for the Electric Power Supply Demand by Residential and Small Commercial Consumers and Implementation of Smart Grids"**

The Contract covers the operation, management, maintenance and technical support of the equipment and software, as well as the upgrades of the software and user licenses and the fault resolution for the total installed metering and communications equipment as well as the provision of all the telecommunication services.

The scope of the Maintenance Contract also includes the construction (procurement, installation and integration into the System) of up to 5.000 new connections per year occurred during the contractual period (approximately 25.000 metering devices in total).

Article 2. EFFECTIVE DATE OF CONTRACT

This contract enters into effect upon the signature of the Final Acceptance Protocol of Contract number/.....

Article 3. TERM OF THE CONTRACT

1. The Contract has a term of five (5) years, with the possibility for extension for an additional five (5) years separately for:

- Central system operation services
- System technical support, maintenance and fault recovery services for all of the metering and communications equipment and all telecommunication services.

HEDNO may terminate the Contract at any time, upon warning to the Contractor made three (3) months prior to the termination date.

2. In case of Contract extension an Addendum to the contract shall be signed upon both parties' agreement.

Article 4. DETERMINATION OF WORK TO BE EXECUTED

The five (5) year term of **System operation, management, technical support and maintenance and of fault recovery of all metering and communication equipment and provision of all telecommunication services** commences with the Project's final acceptance.

This new contract shall offer the necessary coverage to the Corporation against faults or other problems, in order that the System is maintained in optimum condition with regard to equipment and software.

A large and critical section related to the exploitation of the Center shall be the Contractor's responsibility, under the Corporation's supervision, and must be

Request for Tenders With Open Procedure 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"**

covered by the necessary staff and technical know-how, both at the level of specialized administrators and at the level of operators, on a national scale.

For these reasons the staff of the Telemetering Center must possess the required expertise, and must meticulously satisfy the necessary conditions based on which the System must operate.

During the term of this Agreement or its extension, the Contractor is obliged to provide:

1. System operation, management technical support and maintenance services, which shall include:

1.1. The operation of the Main and Backup System with appropriately specialised staff.

1.2. Required Personnel.

1.2.1. A minimum of 2 System Administrators.

1.2.2. A minimum of 4 System Operators.

1.3. The operation of the Web Server with appropriately specialised Contractor staff.

1.3.1. A minimum of 1 WEB Server Administrator.

The Administrator shall operate the special internet user management application, which will allow users to change their personal password, receive notification with the correct password in case of wrong or lost passwords via email.

1.4. Operation of systems for the presentation of information to consumers (IHD etc.) by appropriately specialized contractor personnel.

1.4.1. A minimum of 1 Administrator for the systems for the presentation of information to consumers.

1.5. Operation of the software for the processing of the energy quality data and the extraction of statistical information, by appropriately specialized Contractor personnel.

1.5.1. A minimum of 1 Administrator for the processing of the energy quality data and the extraction of statistical information (the same as for the web server administrator).

2. Network Administration

This shall include:

- Preventive and corrective maintenance actions for ensuring proper uninterrupted operation of the system.

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- Configuration of individual devices, Router, Firewall, switch etc., in accordance with the requirements in each case.
- Verification of network security through frequent inspections of log files for individual devices.
- Preparation and updating of printed documents regarding the network structure and settings.
- Creation of restricted zones and network areas for the entire system and as well as individual users.
- Advisory services with regards to the adaptation and structure of the network for the smooth operation of the system based on current requirements.

3. System Administration

This shall include:

- Advisory services:
- Regarding upgrades and new equipment requirements (terminals, peripheral equipment, server etc.).
- Upgrades and new software requirements.
- User access rights and structure.
- Terminal and remote users' problem inspection.
- Problem identification.
- Determination of potential solutions and implementation of the solution which is optimal for each problem.
- Operating system installation and configuration and performance of software updates for all System computers and users.
- Software version and user license updates for all software with the submission of the software license manufacturer certification.
- Performance of backups at regular predefined intervals.
- User creation and deletion and user right allocation.
- Appropriate user right and access allocation.
- Domain control and maintenance.
- Server log evaluation for the identification of faults and risks. Solution determination and implementation.

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- Network management through the application of TCP/IP protocols for windows systems.
- Anti-virus management, monitoring and update.
- Peripheral devices management (printers etc).
- System operational optimization.

4. Database administration

This shall include:

- Installation of relevant applications, tools and upgrades.
- Creation and assignment of tablespaces.
- Creation of database backup copies, with the use of relevant scripts, whilst ensuring on-going database functionality for users and system processes.
- Control of system security.
- Control and monitoring of users' access to the database.
- Monitoring and optimization of the database's performance.
- Organization of backup procedures.
- System restore from backup in case of emergency.
- Communication with software manufacturer for support.
- Maintenance of all relevant logs.

5. AMI – MDM Software Administration

This shall include:

- User creation and user right assignment.
- Creation of scripts.
- Creation of reports.
- Structural changes through PL/SQL scripts.
- Creation and assignment of plausibility checks (massively or individually).
- Integrity inspection of the system's structural files in regular intervals.

6. Training services

Basic User

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- General overview of the system.
- Basic system operations.
- Workflow in the AMI - MDM system.
- Device management (installation, replacement, removal).
- General overview of functions for data import and export from the system.
- Analysis of macros and automated system processes.
- Recommendations for effective operation of the system.

Advanced User

- Organization and management of processes.
- Development and management of pricing zones, definition and determination of special periods, holidays, etc.
- Formulation of functions for data import and export.
- Analysis of plausibility checks.
- Capability for data transmission under specific conditions.
- Capability of formatting – completing metering data.
- Creation and administration of system automated processes.
- Application examples such as the application of mathematical formulas for the calculation of actions, data and load curves.
- Determination and administration of virtual data channels.

New Features (With each new software version)

Analysis of optimizations and system adaptations, such as:

- Variable history.
- Assignment of metering points.
- Changes to configurations and communications servers.
- Analysis of changes to data import and export mechanisms.

7. Fault resolution services for all the installed metering and communications equipment at customer supply points

- Required Personnel: A minimum of 6 persons for the coverage of the meter installation areas

8. Drafting of the Telemetry Center's Operating Regulations.

- This shall include Guidelines to the departments responsible for procedure organization and administration with regards to the Telemetry Centre and the system's smooth and appropriate operation according to current demands.

9. Telecommunication provider services for the data connection of all metering equipment with the systems.

10. Construction (procurement, installation and integration into the System) of up to 5.000 new connections per year occurred during the contractual period (approximately 25.000 metering devices in total) according to prices provided by the Table of Materials and Prices of the main project.

Article 5. SPECIAL TERMS FOR THE PERFORMANCE OF WORK

1. With regards to Maintenance and Technical Support the Contractor should:

- 1.1. Have available full crews of specialized technicians as well as the parts and other materials for the maintenance and repair of the equipment
- 1.2. Repair equipment faults. Repair of faults shall be carried out to the systems (central – backup) on-site, as well as to the installed metering and communications equipment at the consumers' supply points.
- 1.3. Perform maintenance, all necessary upgrades and modification at their own expense and responsibility so as the Software possesses all the necessary capabilities and features as provided for in the main Contract.

2. Regarding the services provided the Contractor should:

- 2.1 Provide the labor, materials and spare parts, the preventive maintenance and fault resolution excluding damage owed to external and unpredictable causes (force majeure, earthquake, fire, flood etc.).
- 2.2 Undertake all expense (transportation, accommodation expenses etc.) for their personnel and for any equipment transported by them (transshipment, transportation, insurance, etc.), for the purposes of equipment fault recovery.
- 2.3 Maintain the equipment throughout the maintenance term, in accordance with its guaranteed features under which the equipment was procured. The recovery of the equipment's guaranteed features shall be carried out at the Contractor's expense who, at his own judgment, may repair or replace the equipment. The term guaranteed features includes the main performance features that may be objectively measured.

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- 2.4 Undertake the obligation to perform preventive inspection and maintenance of the equipment installed and at regular intervals. The execution of the preventive maintenance shall be agreed promptly in advance and shall not require the interruption of the System's operation.
- 2.5 Undertake the repair of any fault or damage that may appear in the System even if said fault or damage has not arisen for regular usage or is due to hidden defect.
- 2.6 Maintain a fault inspection and monitoring log at the equipment installation site, for which both parties shall be responsible.

3. The Contractor shall:

- 3.1 Repair faults and provide technical support for all System equipment and software within 72 hours of the fault notification.
- 3.2 Repair faults and provide technical support for all the installed metering and communications equipment, within 72 hours of the fault notification.
- 3.3 If the fault is not repaired within 72 hours of its notification, then the Contractor is obliged to pay the relevant penalty in accordance with Article 10 of the present Contract.

The 72 hour period excludes Saturdays, Sundays and public holidays.

4. LEVEL OF PROVIDED SERVICES

The Contractor must without exception have facilities in Greece with appropriately specialized personnel for the provision of System technical support and maintenance services. The personnel supervisor must be a specialized Engineer.

The provided services as referred to in this contract which relate to the specific system supplied by the Contractor must include the following:

- 4.1 Telephone support desk for the Telemetering Center.

This should be available on all business days (Monday – Friday) from 08:00 – 15:00.

It will be concerned with general operational issues regarding possible errors and facilitation of simple repairs to the system and software.

The objective of the telephone support desk shall be the quick and effective fulfilment of requests made by HEDNO regarding the software, so as to remove any system malfunctions. This involves problem categories such as:

- Questions regarding the use and operation of the software

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- Questions regarding malfunctions of the installed software
- Diagnosis and determination of faults of the installed software

4.2 Remote maintenance

The service must be available on the same days and hours as aforementioned, for remote maintenance (diagnosis and repair) through appropriate equipment (communications devices and connection to the main system).

4.3 Onsite maintenance – support by Contractor’s personnel

If the repair of the error through services 4.1 and 4.2 is not feasible, then appropriate personnel must be made available for an on-site intervention at the location where the system and the metering equipment is installed.

4.4 Provision of Upgrade Services

Software upgrades must be provided in accordance with the software licenses held for the central system software.

Article 6. CONTRACTUAL FEE

1. The Contractual Fee for the five (5) year Service Provision, as this is described in Article 4 herein, amounts to EUR (.....) plus VAT.
2. The contractual fee is fixed and cannot be readjusted, as set in Article 8 (paragraph 1) of the present contract.
3. The contractual fee includes all expenses mentioned in Articles 33 and 37 of the General Terms.
4. This Contract includes the possibility for extension for an additional five (5) years separately for:
 - main system operation services
 - system technical support, maintenance and fault recovery services for all of the metering and communications equipment and all telecommunication services
 - construction (procurement, installation and integration into the System) of up to 5.000 new connections occurred during the contractual period (approximately 25.000 metering devices in total)

In case of application of the option of a 5- year contract extension, the above fee shall be subject to review as provided for in Article 8 (paragraphs 2 to 6) of the present Agreement.

Article 7. PAYMENT METHOD

Under the provisions of Article 34 of the General Terms of the present Contract, payments to the Contactor will be made as follows:

1. No advance payments are to be made to the Contractor.
2. Payments to the Contractor will be made biannually, in equal deposits of EUR
3. Payments to the Contractor shall be effected on the 24th day of the third calendar month from the date of submission of the corresponding invoice for services already provided. The invoice will be issued in double and addressed to HEDNO and for its payment which will be effected via, a confirmation of the responsible Supervising Office that the services mentioned on the invoice were provided in accordance with the Contract, shall be required.
4. It is specified that the Contractor's remuneration is paid to the Contractor for the purposes of its complete and full reimbursement for any expenses arising in relation to the services provided by the Contractor. It includes indicatively and not exclusively, in accordance with the present contract all expenses for work execution, payment of personnel salaries etc, payments to various social security funds and it is also expressly agreed that the remuneration includes all charges mentioned in Article 9 of the General Terms, excluding VAT which shall be incurred by HEDNO.
5. The Contractor guarantees expressly and without reservation the above fee and states that this has been determined following precise budgeting, that they have been made fully aware of the local conditions and of all working conditions and that they expressly, without prejudice or reservation relinquish any right to request at a future time any increase or readjustment of the above work unit price for as long as the present contract, for any reason or contract termination, including indicatively all cases of Articles 178, 179 and 388 of the Civil Code, given that the risk of unpredictable change in the economic conditions is recognized and accepted by the Contractor.

Article 8. READJUSTMENT OF CONTRACTUAL PRICE

1. The contractual fee is fixed throughout the five year duration of the Contract and no provisions are made for its readjustment.
2. In case of extension of the Contract beyond the five year period for central system operation services, the price shall be subject to readjustment every six months according to the following formula:

$$P = P_o (0,20 + 0,40M_i/M_o)$$

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3. In case of extension of the Contract beyond the five years for system technical support, maintenance and fault recovery services for all of the metering and communications equipment and all telecommunication services the maintenance price shall be subject to readjustment every six months according to the following formula:

$$P = P_o (0,20 + 0,40 Li/Lo + 0,40Mi/Mo)$$

Where applicable for the above paragraphs 2 and 3:

P = The readjusted price

Po = The fixed contractual six month fee

Li = The industrial import price index for computers and peripheral equipment (HEDNO Code 6402 of Table VI) for the 6th month of the ith 6 month Contract extension period (i=1,2,.....10).

Lo = The industrial import price index for computers and Peripheral equipment (HEDNO Code 6402 of Table VI) for the 60th month for the commencement of the five year Maintenance period.

Mi = The Social Security Foundation's daily salary index for office machine Constructions and computers (CODE 30 of Table VII) for the 6th month of the ith 6 month Contract extension period (i=1,2,.....10).

Mo = The Social Security Foundation's daily salary index for office machine Constructions and computers (CODE 30 of Table VII) for the 60th month for the commencement of the five year Maintenance period.

The above mentioned Tables are included in the HEDNO MONTHLY PRICING BULLETIN FOR ELECTRICITY AND RAW MATERIALS which is posted on HEDNO's website www.deddie.gr.

In the event that at the time of the readjustment invoice submission, the required (Li) and (Mi) indices have not been published for the calculation of the final readjustment factor, then the corresponding portion of the services shall be readjusted **temporarily and only once per semester** by a readjustment factor calculated according to the last published index. Subsequently, when the required index is published, the corresponding final readjustment factor shall be calculated and a supplementary invoice shall be issued.

4. In case of extension of the Contract beyond the five years for the construction (procurement, installation and integration into the System) of up to 5.000 new connections per year occurred during the contractual period (approximately 25.000 metering devices in total)the price shall be subject to readjustment every six months according to the following formula:

$$P = P_o (0,15 + 0,85 \Delta/\Delta_o)$$

Where

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P = The readjusted price

P₀ = The fixed contractual six month fee

Δ = The monthly EL.STAT. industrial production index for electrical equipment (new EL.STAT Code 2.31 and code of PPC's Monthly Electricity Price and raw materials Report: 5370) for the 6th month of the 6 month Contract extension period.

Δ₀ = The aforementioned index for the 60th month from the commencement of the five-year period.

Any penalty clauses will be calculated in respect of the contractual unit prices without taking into account the adjustment.

In case that the adjustment is in favor of the Company, the Contractor is obliged to submit relevant credit invoice, which must be paid within thirty (30) days from the written notice to the Contractor.

The adjustment will be given upon completion of deliveries and the issuing of the necessary indexes without issuing the respective contract supplement. For the payment of the aforementioned adjustments, it shall be sufficient for the Contractor to submit a table with the respective calculations and the approval of the Company.

Article 9. GOOD PERFORMANCE GUARANTEE

1. With the signing of the Contract DD-xxx/...../..... regarding the execution of the project **"Pilot Telemetering and Management System for the Electric Power Supply Demand by Residential and Small Commercial Consumers and Implementation of Smart Grids"** the Corporation received Good Performance Letter of Guarantee no. issued by for the amount of EUR (.....) for the accurate and timely performance of its terms and agreements.
2. With the signing of the present Contract the amount of the above Letter of Guarantee be substituted by the Contractor, with a new one that amounts to 30% of the amount of the original, to the amount of EUR (.....), according to the provision of Article 7, paragraph 2 of the Agreement of Contract DD-xxx/...../....., with the condition that there are no outstanding demands of the Corporation for other reasons (e.g. penalty clauses etc.) and it will be returned to the Contractor at the end of the Contract's term. Following the 5 year period from the signing of the present Contract, and in case of renewal of its force, the Letter of Good Performance Guarantee will be replaced by the Contractor with another equal to the one in par. 2 of the present Article, to the amount of EUR (.....), with the condition that there are no

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outstanding demands of the Corporation for other reasons (e.g. penalty clauses etc.) and it will be returned to the Contractor at the end of the Contract's term.

Article 10. PENALTY CLAUSES

HEDNO may impose a penalty on the contractor for the following reasons:

1. In case of delay in fault repair, as stipulated in Article 5, paragraph 3, unless the delay is due to Force Majeure reasons or is the fault of HEDNO, the Contractor agrees to pay a penalty to HEDNO **per working day** as follows:
 - 1.1. For faults related to paragraph 3.1 of Article 5 (Central System and Software) an amount of 2.000,00 €.
 - 1.2. For faults related to paragraph 3.2 of Article 5 (Metering and Communication equipment) an amount of 150€/ metering point.
2. Non-working days of Corporation personnel are not taken into account in calculation of the deadlines (Saturday, Sunday, etc.).
3. HEDNO is entitled to deduct the penalty amount from its debts due to the Contractor or from the Good Performance Guarantee or from both, with prior written notification.
4. The sum total of the above Penalties for delays may not exceed 10% of the Contractual Price, increased by the price for additional work or Addendums to the Contract.
5. The Penalties for delays are imposed and withheld from the payment to the Contractor which immediately follows the day of their imposition.
6. In the event of a pending request of the Contractor for the granting of an extension pursuant to the provisions of the General Terms, HEDNO's responsible Department may suspend the retention of the respective Penalty until the final decision is made by the Corporation's competent body.

Article 11. FORCE MAJEURE

The Contractor is obliged to notify HEDNO in writing immediately, and in any case, no later than ten (10) days from the occurrence of any force majeure event that might possibly affect this Contract, otherwise he shall not be entitled to invoke such event.

Article 12. CONTRACTOR SUBSTITUTION PROHIBITION

1. The Contractor cannot be substituted by another natural or legal entity in its obligations under this Contract or any part thereof, without the prior written consent of HEDNO. In the case of substitution, the Contractor continues to be liable personally, jointly and severally for the actions or omissions of persons who substituted for the Contractor, as well as its staff exactly as if said actions or omissions have been made by the Contractor, as in the case of the Contractor's own actions and omissions.
2. The Contractor may not cede its rights arising from this Contract, or any part thereof, to another natural or legal entity without the prior written consent of HEDNO. By way of exception such concession is allowed only to BANKS, legal entities under public law and Public Utility Organizations. The approval of the concession is subject to the condition that there are and will be no counterclaims against the concession by HEDNO until the day the concession is granted, arising from this Contract or other causes which by law it shall be entitled to invoke as an offset that HEDNO may freely exercise despite the existence of the concession and its announcement, as well as any debt of the conessor-Contractor to any third party, who may be entitled to collect from HEDNO.

Article 13. LIABILITY FOR GOOD PERFORMANCE

The Contractor bears the liability and obligations defined in the attached hereto and to the General Terms of the Contract and guarantees that he will provide maintenance and technical support for the equipment.

Article 14. IMPORTANCE OF CONTRACT TERMS – JURISDICTION

All terms of this Contract are considered and agreed to be material. Cancellation or amendment may only be made in writing following an agreement between both parties, and such document shall constitute exclusive evidence thereof.

Any dispute or disagreement between the contractor and HEDNO. in relation to the execution, implementation or interpretation of this Contract or the relationships created by it, shall be resolved by the Courts of Athens, which have jurisdiction.

Article 15. RESPONSIBLE BODIES

HEDNO/Network Department, 22 Chalkokondyli Str, 104 32 Athens, is hereby named the responsible body for monitoring the execution of the Contract

Article 16. SECTIONS OF THE CONTRACT AND RANKING OF IMPORTANCE

The following sections are attached to the contract and are an integral part thereof, and the contractor states that he has full knowledge thereof:

- General Terms of the Contract for the Telemetering System's operation, management, technical support as well as fault recovery of all the installed metering and communication equipment.
- Contract no. DD-xxx/...../.....

The order of the sections of the Contract is the order of precedence in case of conflict.

Article 17. CONTRACTOR OBLIGATIONS FOR THE OBSERVATION OF EMPLOYEE LABOR AND SOCIAL SECURITY RIGHTS

1. The Contractor shall be fully, exclusively and solely responsible against HEDNO, for its compliance without fail with the labor and social security legislation currently in effect, regarding the personnel employed by it as well as the personnel of its Subcontractors, in view of the fulfillment of the Contractor's obligations arising from the present Contract.
2. The Contractor and Subcontractors **are obliged to observe without fail the provisions of the labor and social security legislation for their personnel** assigned to the fulfillment of the present Contract, including the payment to their personnel of the salaries they are legally entitled to, which in no event shall be below those provided for by the corresponding collective labor agreement, the observance of legal working hours, the payment of the legally provided social security payments for their personnel, for the strict observance of the health and safety regulations for their employees etc.

For the above reason, the Contractor is especially obliged to:

- a. Pay its employees' salaries exclusively via Banking institutions and to submit the relevant payment documents to HEDNO's competent body for the monitoring and implementation of the terms of this contract and
- b. Provide to HEDNO's competent body for the monitoring and implementation of the terms of this Contract, any other document that may be requested in pursuit of proving its compliance with the labor and social security legislation such as copies of employment contracts for the Contractor's own personnel or the personnel of any Subcontractors employed in the fulfillment of the Contract and throughout its term, copies of their personnel payroll lists duly certified by the Social Security Institution or Analytical Periodic Statement (IKA) for the engaged personnel and/ or the Subcontractors' personnel submitted electronically, personnel tables which will be displayed, in accordance with legislation, at

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the works site, copies of Contractor's personnel pay slips and/ or those of the Subcontractor's personnel as per the effective legal framework etc.

The Contractor is liable against HEDNO as to the above obligations for its own personnel employed in the fulfillment of the contract as well as the personnel of any Subcontractors, promising and guaranteeing the correct fulfillment of those obligations on behalf on any of its Subcontractors.

3. HEDNO reserves the right to send a copy of the Contract, as well as the information of the Contractor/Subcontractor personnel employed for the fulfillment of the contract to the local responsible Inspection Department of the Labor Board, as well as to the Social Security Institution, for purposes of verification of compliance with Labor and Social Security legislation.
4. The Contractor's personnel, as well as that of the Subcontractor's, is obliged to wear, during the execution of work in fulfillment of the Contract and throughout their stay at the Corporation's buildings and facilities, uniform and recognizable clothing bearing the corporate insignia of the Contractor and/ or the Subcontractor as well as visibly bear **a card with their photograph and information from which their full name and expertise may be surmised**. This card shall be valid only as long as its bears the signature of the HEDNO body responsible for the monitoring and implementation of the terms of the Contract. In order for a card to be validated in the manner described above, for the Contractor's and/or Subcontractor's personnel, the Contractor is required to submit to the HEDNO body responsible for the monitoring and implementation of the terms of the Contract, a copy of the employment contract under which he is connected to said personnel or the Subcontractor's personnel or any other document under Article 3 of P.D. 156/94 as well as a copy of the Special Book of Newly Hired personnel of the Social Security Institution, from which the registration of said personnel to the Institution may be surmised. The Contractor is also obliged to ensure obtaining of the cards for its own or its Subcontractor's personnel that may substitute absent employees. **None of the Subcontractors personnel shall work in fulfillment of the Contract and enter the Corporation's buildings or facilities, unless they carry the above mentioned card.**
5. The Contractor and/or Subcontractor are obliged to provide their personnel with personal protective equipment (PPE) as required as per the nature of their assigned work and take all the legally required health and safety measures and observe the obligations pertaining to the safety technician and occupational doctor, for the assessment and prevention of occupational risk, for protection from harmful factors and informing their employees etc.
6. The Contractor shall submit prior to the commencement of work, a list of the vehicles and mechanical equipment to be used in fulfillment of the Contract by the Contractor and/or the Subcontractor, copies of their legal permits and inspection certifications and re-certifications from accredited bodies for the vehicles and lifting equipment which will be renewed under

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the Contractor's responsibility, as well as insurance agreements. The equipment to fully comply with the above requirements shall bear a special badge made available by the HEDNO body responsible for the monitoring and implementation of the terms of the Contract. **No vehicle or equipment of the Subcontractor shall be used in fulfillment of the Contract unless it bears the above badge.**

Article 18. CONTRACT BREACH – TERMINATION

The terms stipulated in Article 43 of the General Terms apply with the following addition:

It is expressly stressed that non compliance with the terms mentioned in Article 16 of the present issue "Contractor obligations for the observation of employee labor and social security rights" constitutes a reason for the termination of the contract.

Article 19. EFFECT OF THE CONTRACT

1. This Contract shall go into effect on the date of signing hereof.

This contract is signed in two original copies, one for the Corporation and the second one for the Contractor

THE CONTRACTING PARTIES

**FOR THE HELLENIC DISTRIBUTION
NETWORK OPERATOR**

FOR THE CONTRACTOR

.....

.....

SPECIMEN C. Confidentiality Agreement

In Athens today, on the one hand the Hellenic Electricity Distribution Network Operator S.A., hereinafter referred to as "HEDNO" or the "CORPORATION", having its registered office in Athens, 20, Perrevou Str. and 5, Kallirois Str., duly represented for the purpose of signing this Agreement by Messrs.....and on the other company, having its registered office in....., duly represented by Mr., the following have been covenanted, agreed upon and mutually accepted:

1. HEDNO, which shall hereinafter be referred to as the "Corporation", has signed Main Contract number/..... with the second contracting party, who shall hereinafter be referred to as the "Counterparty", on the subject of ..
2. The Counterparty hereby undertakes the obligation to observe total discretion with regard to Confidential Information provided or accessible to him in his capacity and relationship with the Corporation.

3. Definitions. Cooperation. Confidential Information.

The term Cooperation covers the main contract between the Counterparty and the Corporation, for which this Confidentiality Agreement is signed and/or any form of cooperation or negotiation between the Counterparty and the Company with the purpose of concluding a substantive commercial, financial or investment agreement between them.

The term Confidential Information refers to the Cooperation between the Corporation and the Counterparty, as well as any commercially important information regarding the organization, services, financial structure, financial policy, partnerships and investments of the Corporation and/or its associated companies, which has been obtained by the Counterparty in any way and in tangible or intangible form. Furthermore, Confidential Information implies any information characterized as confidential by the applicable stock market legislation, and any information which becomes known to the Counterparty during the execution and is occasioned by the Cooperation and/or this Agreement.

4. Counterparty's Obligations.

In particular, the Counterparty undertakes the following obligations:

- a.
 - not to use the Confidential Information for any other reason except for the purpose of his work and activities related to the Corporation

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- not to reveal Confidential Information to other associates employed at the Corporation or third parties, unless necessary to complete the work undertaken, and only following the respective written instruction and consent of the Corporation.
- not to reproduce any Confidential Information or store it in electronic format, unless so required for completion of the work undertaken on behalf of the Employing Corporation. In the event of reproduction of all or part of the information, the copies must bear the indication "COPY" and a record of all copies shall be kept
- to maintain all Confidential Information under secure conditions, as well as any object that contains Confidential Information
- to return at any time, upon the Corporation's respective request, all or part of the Confidential Information it possesses
- not to exploit Confidential Information for personal gain, in particular by acquiring or selling Corporation shares or other rights to Corporation assets itself or through third parties, in accordance with P.D. 53/1992.

b. Cooperate with the Corporation's Shareholder Support Unit, and provide all information deemed necessary for monitoring its transactions in HEDNO and associated company shares or derivative products and

c. not to conduct transactions of HEDNO and associate company shares and derivative products, without observing the provisions of article 31, paragraph 2 of the applicable HEDNO Regulations of Operation, which the Counterparty hereby states that it was informed of.

5. In case of expiry or termination of the Cooperation between the Counterparty and the Corporation for any reason or at any time requested by the Corporation, even before the expiry or termination of the Cooperation, if the Corporation discovers the violation of the terms of this agreement in any way by the Counterparty, the Counterparty is obliged to:

a. stop using the Confidential Information immediately

b. deliver any objects or documents containing Confidential Information in its possession or, in violation of the terms of this agreement, in the possession of third parties, to the Corporation immediately and

c. communicate a list in writing of the names and addresses of the third parties to whom the Counterparty has disclosed Confidential Information in accordance with the herein terms or in violation thereof.

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6. It is expressly agreed that in case of expiry or termination of the Cooperation between the Counterparty and the Corporation, the obligations of par. a, article 4, continue to be borne by the Counterparty for two (2) years after the end of the Cooperation in any way.
7. It is expressly agreed that in case of violation of the obligations undertaken by this agreement, the Counterparty shall be liable to restore any loss to the Corporation.
8. Beyond contractual and legal civil liability, the Counterparty also has criminal liability in accordance with the relevant legislative provisions for the protection of the Professional and Industrial Confidentiality, in particular article 371 of the Penal Code and the provisions of article 16, 17, 18 of Law 146/1914 regarding Unfair Competition, as well as the provisions of the stock market legislation regarding the obligation of confidentiality and non-exploitation of confidential information.
9. No party cedes any patent rights, inventions, patents, trade secrets, intellectual rights to any other industrial or intellectual property rights to the other party under this agreement.
10. It is expressly agreed that the Courts of Athens shall be exclusively competent to resolve any dispute arising from this Agreement.
11. All amendments to the terms and conditions of this agreement shall be made in writing only, and it is agreed that this document is of material form, in exclusion of any other document as material, and excluding any other means of proof, even that of oath.
12. With the reservation of par. 6 above, this Contract applies as of its signature and until the expiry in any way of the Cooperation between the Corporation and the Counterparty.

In witness hereof, the contracting parties agreed upon and accepted the above, and this Agreement was drawn up, read, certified and signed as follows and the contracting parties each received a copy.

THE CONTRACTING PARTIES

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

FOR THE CONTRACTOR

.....

.....

Request for Tenders With Open Procedure 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"**

SPECIMEN D.1 Participation Letter of Guarantee for the Request for Tenders

DATE.....

To

Hellenic Electricity Distribution Network Operator (HEDNO S.A.).

20, Perraivou & 5, Kallirrois str.

ATHENS

We have the honor to declare that we hereby provide this guarantee to the benefit of..... having its registered office in waiving, expressly and unreservedly, the benefit of discussion, the right to raise against yourselves the principal obligor's non-individual objections or any other objections related to the Guarantee, which are provided by the Hellenic Civil Code as well as any right provided in articles 856, 862-864 and 866-869 thereof, being fully liable and as principal obligors up to the sum of **EUR eight hundred and twenty thousand (820,000.00)** for the participation of the aforementioned Tenderer to the Request for Tenders to be carried out by HEDNO 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"** in accordance and in absolute compliance with the Issues of the Notice of Request for Tenders ND-207.

This guarantee refers only to the obligations of said Tenderer deriving from his participation in the aforementioned Tender; to the signing of relative contract in the event that it would be awarded to him; and the delivery to you of a Letter of Guarantee for Good Performance in accordance with your instructions. This guarantee does not extend to the obligations of the Tenderer deriving from the execution of the relevant Contract.

In any event that according to the guarantee you would decide that the aforementioned Tenderer is in default with regards to any obligation assumed by him in connection with his participation in the above Tender, we shall hereby assume the obligation to pay forthwith to you, without any objection whatsoever the guaranteed sum, either in total or in part, according to your instructions and upon demand without any authorization, action or consent by the Tenderer mentioned above and without considering any opposition, exception, objection or recourse to arbitration and/or the Courts, which might

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be eventually instituted by above Tenderer demanding non-forfeiture or sequestration of this Letter of Guarantee.

Finally, we hereby declare that our guarantee shall remain in force until Tenderer's fulfillment of all obligations undertaken under the respective Contract and any supplements thereof and until this Letter of Guarantee has been returned to us, together with a written declaration from you releasing us from this guarantee.

SPECIMEN D.2 Solemn Declaration of Acceptance of Terms of the Notice of Request for Tenders

The undersigned Tenderer hereby solemnly declare:

1. That I have been fully notified of the Notice of Request for Tenders **No ND-207** regarding the Project **"Pilot Telemetering and Management System for the Electric Power Supply Demand by Residential and Small Commercial Consumers and Implementation of Smart Grids"** and specifically all Issues and Documents referring to Article 1 of the Issue "Tendering Terms and Guidelines", and expressly and unreservedly accept all the terms of the Notice of Request for Tenders and its Addendums.
2. That I have checked and found correct all the particulars cited in the relevant Tables of Materials and Prices or Invoices, as well as all the other issues attached thereto, which constitute part of my Tender, the accuracy of which I guarantee pursuant to Article 696 of the Hellenic Civil Code.
3. That the prices of my Tender have been formulated following my survey at the Project site, where I have been fully notified of the conditions and risks that exist or may arise and which may affect, in any manner whatsoever, the cost or the time of execution of the Project.
4. That my submitted tender is final and may not be withdrawn or amended; and that I shall not be entitled to demand any readjustment of the prices of my tender once I am awarded the execution of the Project.
5. That I explicitly and unreservedly waive all rights or claims arising from Articles 325-329, 1106 and 388 of the Hellenic Civil Code since I consider the risk of an unforeseeable change to the financial circumstances as likely to occur, which I accept.
6. That the prices of my tender include all expenses, charges, social security contributions, duties, etc, with respect to the execution of the Project to be undertaken, as they are laid out in the Contract, as well as my contracting profit.
7. That the tender I submit shall remain effective for a period of **three hundred and sixty (360) calendar days** as of the date set for its submission; and that I unreservedly waive all my rights to revoke, amend or supplement the tender in any manner, form or under any circumstances, following submission thereof to HEDNO and throughout its effectiveness.
8. Moreover, I solemnly declare that the Tenderer, whom I represent in this Tender, has not been declared bankrupt; has not been subject to receivership and there is no petition pending before competent courts or authorities related to the above cases.
9. Finally, I declare that if any discrepancy(ies) are identified in the Tender, arising from comments, clarifications, observations etc, during the

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evaluation of the content of ENVELOPE B and also during the period up to signing the Contract, the Technical Specifications of the Request for Tenders are valid and if awarded, the contract that will be signed will incorporate the Technical Specifications of the Request for Tenders and I will raise no claim, with regards to time and/or financial, in any phase at which I will be notified of said discrepancy(ies).

DECLARED BY

SPECIMEN D.3.1 Solemn Declaration of Joint Responsibility for Joint Ventures

The undersigned members of the Joint Venture for

.....

1.

2.

hereby declare that by submitting our Tender and in the event that we are awarded the Contract, we shall be held fully liable towards HEDNO, as a whole, jointly and severally, upon the fulfillment of our obligations that arise from our Tender and the Contract.

DECLARED BY

SPECIMEN D.3.2 Solemn Declaration of Joint Responsibility for Consortiums

The undersigned members of the Joint Venture for
.....

1.

2.

hereby declare that by submitting our Tender and in the event that we are awarded the Contract, we shall be held fully liable towards HEDNO, as a whole, jointly and severally, upon the fulfillment of our obligations that arise from our Tender and the Contract.

DECLARED BY

SPECIMEN D.4 Table of Experience and Professional Capability

<u>TABLE OF PREVIOUS EXPERIENCE</u>										
Tenderer:										
No	Country	Electrical Company	System Size & Number of items	Number of meters integrated into the system from the Contractor within the Project’s scope	Construction Period		Operations initiation date	Period of satisfactory operation (years)	Certificate of Electrical Company	Contact Details (responsible, address, tel, fax, email)
					FROM	TO				
					YEAR	YEAR	YEAR	YEARS	YES / NO	

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TABLE OF PROFESSIONAL CAPABILITY

Tenderer:

Offered equipment:

No	Country	Electrical Company	System Size & Number of items	Point of installation (if known)	Year of procurement	Period of satisfactory operation (years)	Certificate of Electrical Company (yes/no)	Contact Details (responsible, address, tel, fax, email)

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SPECIMEN D.5 Technical Compliance Scoreboards

**SPECIMEN D.6 Joint Solemn Declaration of the Contractor –
Supervising Engineer**

The undersigned:

1

2

hereby solemnly declare to HEDNO, being aware of the consequences of the Law on "false declaration" that the first of the undersigned hereby assigns and the second of the undersigned hereby responsibly and ceaselessly undertakes, in the capacity of "Supervising Engineer", installer, to supervise the Works under the Contract no to be assigned to us by HEDNO S.A., under the terms and conditions provided for by Article 6 of the General Terms and Article 5 of the Special Terms.

Likewise, the first of undersigned hereby undertakes the obligation, in case it intends to replace the Supervising Engineer of the Project, to notify HEDNO in writing at least one (1) month in advance, producing at the same time the supporting documents required for the replacement; and the second of the undersigned hereby undertakes the obligation to notify HEDNO in writing at least one (1) month in advance of their intention to discontinue the execution of their tasks as above.

Athens

DECLARED WITH DUE RESPONSIBILITY BY

Note:

Attached is a criminal record of the Supervising Engineer-installer, issued within the last three months prior to the submission of this statement.

SPECIMEN D.7 Table of Total Prices

S/N	Description	Price in EUR	
		In full	In figures
A.			(1)
B.			(2)
C.			(3)
TOTAL PRICE (A+B+C)			(4) = (1) + (2) + (3)

Request for Tenders With Open Procedure for the Project: **“Pilot Telemetry and Management System for the Electric Power Supply Demand by Residential and Small Commercial Consumers and Implementation of Smart Grids”**

SPECIMEN D.8 Table of Materials and Prices

A.	Equipment description	No. of Units or Sets		Manufacturer	Total Material price EURO	Total price of installation, acceptance and testing EURO	Total price EURO
I.							(1)
II.							(2)
III.							(3)
IV.	Other Services* (additional/revision of existing studies, unpredicted expenses, etc)						(4)
TOTAL PRICE (I+II+III+IV)					(5) = (1)+(2)+(3)+(4)		

*Other Services include the delivery of additional or the revision of existing studies within the Project’s phases and any unpredicted expenses not included in the Contract. The cost for these services shall not exceed EUR three hundred thousand (300,000.00).

SPECIMEN D.9. Table of Equivalent Technical Solutions

Tenderer:

Declared technically equivalent solutions				Justification-Documentation	
s/n	Reference to Specification	Notice of Request for Tenders (Text)	Definition of the equivalence (proposed text)	Reasons for which the equivalent technical solution is proposed	Documentation that the proposed solution is technically equivalent and reliable according to those specified in the Notice of Request for Tenders
	Issue: <hr/> Issue: Paragraph:				
	Volume: <hr/> Chapter: <hr/> Paragraph:				

SPECIMEN D.10 Table of Technical Deviations

Declared deviations				Certificate of acceptance of
s/n	Reference to the requirement	Tender Notice requirement	Deviation definition	Declaration of acceptance of the deviation waiver

SPECIMEN D.11 Good Performance Letter Of Guarantee

DATE.....

To

Hellenic Electricity Distribution Network Operator (HEDNO S.A.).

20, Perraivou & 5, Kallirrois str.

ATHENS

We have the honor to declare that we hereby provide this guarantee to the benefit of having its registered office in waiving, expressly and unreservedly, the benefit of discussion, the right to raise against yourselves the principal obligor's non-individual objections or any other objections related to the Guarantee, which are provided by the Hellenic Civil Code as well as any right provided in articles 856, 862-864 and 866-869 thereof, being fully liable and as principal obligors up to the sum of for the exact, strict and timely fulfillment of all obligations of the aforementioned Contractor, undertaken by the Contract no. (Tender Notice No ND-xxx) and any Supplements thereto and in absolute compliance with its terms, 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"**.

In any event that, as a consequence of the above guarantee you will decide that the said Supplier is in default with regard to any obligation of any kind or nature undertaken by him by virtue of the above Contract, we are hereby assuming the obligation to pay forthwith to you, without any objection whatsoever the guaranteed sum, either in total or in part, according to your instructions and immediately upon your demand, without any authorization, action or consent of the Supplier mentioned hereinabove being required for such payment nor any opposition, exception, objection or recourse to arbitration and/or the Courts thereof to be eventually instituted by the above Supplier, shall be taken into consideration.

The present guarantee will remain in force beyond the 6-month period without any objection by us, providing that a written request is submitted before the expiry date of the present guarantee.

Following the expiry date or the extension requested by HEDNO, this Letter of Guarantee will be returned to us, together with a written declaration from you releasing us from the present guarantee.

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SPECIMEN D.12 Deductions Letter Of Guarantee

DATE.....

To

Hellenic Electricity Distribution Network Operator (HEDNO S.A.).

20, Perraivou & 5, Kallirrois str.

ATHENS

We have the honor to declare that we hereby provide this guarantee to the benefit of having its registered office in waiving, explicitly and unreservedly, the benefit of discussion, the right to raise against yourselves the principal obligor's non-individual objections or any other objections related to the Guarantee, which are provided for by the Hellenic Civil Code as well as any right provided for in articles 856, 862-864 and 866-869 thereof, being fully liable and as principal obligors up to the sum of for the refund of an amount equal to the amount corresponding to any deductions made to date due to the good performance letter of guarantee, which regard any individual works, executed following any order or authorization provided by you, of those assigned to the aforementioned Contractor in accordance with the Contract no. (Tender Notice ND-207) and any Addendums thereto, 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"** dated a copy of which has been delivered to us and such receipt is hereby certified).

This Letter of Guarantee shall remain in full force and effect, in replacement of the aforementioned deductions for Good Performance signed by the aforementioned Supplier (article 4 of the Contract), which concern projects which the said supplier has executed pursuant to the above Contract.

In any event, as a consequence of the above guarantee you will decide that the said Supplier is in default with regard to any obligation of any kind or nature undertaken by virtue of the above Contract, we are hereby assuming the obligation to pay forthwith to you, without any objection whatsoever the guaranteed sum, either in total or in part, according to your instructions and immediately upon demand without any authorization, action or consent of the Supplier mentioned hereinabove and without considering any opposition, exception, objection or recourse to Arbitration and/or the Courts, which might be eventually instituted by above Supplier demanding non-forfeiture or sequestration of this Letter of Guarantee.

Finally, we hereby declare that our guarantee shall remain in force and effect, until any and all obligations assumed by the Supplier by virtue of the above Contract and its supplements are fulfilled when this Letter of Guarantee will be returned to us, together with a written declaration from you releasing us from the present guarantee.

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