



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

NOTICE OF REQUEST FOR TENDERS No ND-207

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

**ISSUE B'**

**TENDERING TERMS AND GUIDELINES**



## **TENDERING TERMS AND GUIDELINES**

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## **Article 1. Issues and Documents of the Notice of Request for Tenders**

1. This Notice of Request for Tenders consists of the following issues and documents:

### A. COMMERCIAL PART

Issue A' Invitation

Issue B' Tendering Terms and Guidelines

Issue C' Special Terms

Issue D' General Terms

Issue E' Insurances

Issue F' Appendices, including:

- A. Contract Draft
- B. Contract for "Operation & Maintenance"
- C. Confidentiality Agreement
- D. Other Specimens

### 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

Issue 13 Technical Description of the Communication Device

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2. The order of the Issues mentioned above determine the power of each one of them in case of differences in the context or in the interpretation of definitions between two or more issues. All the above mentioned Issues are available both in Greek and English language. In case of discrepancy between the English and the Greek text the Greek text shall prevail.

## **Article 2. Project Budget –Tender System**

1. The total budget of the project "**Pilot Telemetry and Management System for the Electric Power Supply Demand by Residential and Small Commercial Consumers and Implementation of Smart Grids**" is according to the Company's assessment eighty six million five hundred thousand (86,500,000) EUROS which is broken down as follows:

- **Forty one million (41,000,000) EURO for the main project which involves the following:**

a. The design, engineering, and construction of the entire Metering Data Telemetry and Processing System (Main and Back-Up), with the capacity to communicate with 300,000 metering points, as well as its procurement and installation, testing, commissioning and delivery to HEDNO as a "turn-key job".

b. 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, that belongs to either the Interconnected or Non-Interconnected System, and the provision of all relevant services for the Project's sound construction.

c. All the relevant operation, maintenance and telecommunication services until the final acceptance of the project.

d. Training of HEDNO's personnel on the system's installation, operations and field work.

e. Comparative assessment **study** 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 dynamic tariffs.
- Assessment of technologies regarding the aforementioned benefits.
- Working methods for the design of the nationwide project.

- Voltage quality and interruptible electrical energy provision services.

of a budget for (a), (b), (c), (d) and (e) at thirty nine million (39,000,000.00) EURO, according to Company's assessment.

f. The construction (procurement, installation and integration into the System), additionally to the point's (b) 170,000 metering devices, of up to 5,000 new metering connections per year occurred during the implementation of the project (approximately 10,000 parts in total, limitedly budgeted at two million (2,000,000.00) EURO, according to the Company's assessment)

- **Seventeen million (17,000,000) euro for Operations & Maintenance services and seventeen million (17,000,000) euro for the extension option, that involves:**

g. Five-year (5) provision of services for the operation, technical support and maintenance of the System, as well as for services of fault recovery for all metering and communications equipment (and for the new metering devices as well), including costs for telecommunication services (herein after "Operations & Maintenance") budgeted at, according to the Company's assessment, two million four hundred thousand (2,400,000.00) EURO per year or twelve million (12,000,000.00) EURO for the five-year provision of services, with the possibility of five (5) years' extension and also an additional expenditure of twelve million (12,000,000.00) EURO, at the discretion of the Company, as regards the extension period of the "Operations & Maintenance" service.

h. The maintenance services provision also includes the construction (procurement, installation and integration into the System) of up to 5,000 new metering devices per year occurred during the project (approximately 25,000 metering devices in total, limitedly budgeted at five million (5,000,000.00) euro, and in respect of the Table of Materials and Prices of the main project and also an additional expenditure of five million (5,000,000.00) EURO, at the discretion of the Company, as regards the extension period of the "Operations & Maintenance" service.

- **Eight million (8,000,000) euro for the put option for the five-year provision of services and 2,000,000 euro for the extension option, that involves:**

i. 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

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of a budget according to the Company's assessment of six million (6,000,000.00) EURO.

j. The geographically 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 of costs for telecommunication services budgeted at, according to the Company's assessment, four hundred thousand (400,000) EURO per year or two million (2,000,000.00) EURO for the five-year provision of services and an additional expenditure of two million (2,000,000.00) EURO, at the discretion of the Company, as regards the extension period of the "Operations & Maintenance" service.

The possibility of extension (i) can be applied by HEDNO up until the project's temporary acceptance. In that case the project's total duration shall be extended by six (6) months.

- **One million five hundred thousand (1,500,000.00) euro** for the put option regarding:

k. The possibility of procurement of metering and communication equipment, of budget at up to 1,500,000 EURO regarding the aforementioned equipment (metering and communication equipment), as provided by the Table of Materials and Prices.

The above possibility can be applied until the final acceptance of the project.

The above budgeted prices do **not include VAT. Said budget constitutes the cap for tender offers both in terms of total budget and individual budgets as per above. Bids that are higher than the budgeted value will be rejected. Alternative offers are not acceptable.**

The Request for Tenders is carried out through the tendering system which includes engineering and construction.

### **Article 3. Validity of the tenders**

Tenderers are bound by their tender for a period of three hundred and sixty five (365) calendar days as of the date of the Receipt and Unsealing for Tenders.

This period may be prolonged, with the consent of the Tenderers, provided that it is requested so by HEDNO, following the respective extension of the validity of the Letter of Guarantee for Participation in the Process.

### **Article 4. Guarantees for Participation in the Request for Tenders**

1. In order to participate in the Request for Tenders, each Tenderer shall submit Participation Guarantees in the form of Letters of Guarantee, based



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on the specimen of the Company for the amount of EURO eight hundred and twenty thousand (820,000.00), which corresponds to 2% of the Budget as drafted by the Department, for the execution of the main project, which includes all those referred in the paragraphs 1.a, 1.b., 1.c, 1.d, 1.e and 1.f of Article 2. (main project)

This letter of guarantee shall be issued by accredited credit institutions or financial legal entities which operate legally in member states of the EU or of the EEA or in member states which have signed the Agreement on Government Procurement (GPA) of the World Trade Organization (WTO) ratified in Greece by Law 2513/1997 (Government Gazette A 139/27.06.97) or in third countries having signed association agreements with the EU or the EEA or in a Member States having signed the GPA of the WTO, and having their central administration or headquarters or registered office outside Greece, in the EU or the EEA or in a member state having signed the GPA of the WTO, and having this right, according to the Law 4261/2014, the Directive 13/36/EC and the EU Regulation No 575/2013.

The above guarantee shall be valid – for a period at least three hundred sixty five (365) calendar days from the date of receipt and unsealing of the offers with an extension option, provided it is requested by HEDNO with the consent of the Tenderers.

The above guarantee shall be returned, upon approval of the outcome of the Tender, to all Tenderers, except for the one who shall be awarded the Contract and whose participation guarantee shall be confirmed with the submission of the Good Performance Letter of Guarantee upon signing the Contract.

Prior to the expiration of the aforementioned date, the Participation Letter of Guarantee may be returned to any Tenderer who so requests, provided that, following a possible reversal of the outcome of the Tender, it is not expected that the aforementioned Tenderer shall become the Contractor.

2. In case the Tenderer disputes in any way the validity of his tender, as defined in the Declaration or as extended by the Tenderer, or discloses any conditions to maintain its validity, or the Tenderer withdraws his bid earlier than the expiry date of its validity, as well as in the case the successful Tenderer refuses to sign the contract, then the Letter of Guarantee in question shall be forfeited in its entirety in favor of HEDNO.

## **Article 5. Documents to be submitted**

1. All documents to be submitted in the Request for Tenders shall be written in Greek. Specifically regarding legalization documents of Foreign Companies and all Certificates, they shall be in the language of the issuing Country and shall be accompanied by an official translation, dully certified. As an exception, the technical pamphlets, test certificates and other technical documents of the Tender may be in English.

2. Counter-tenders shall in no case be accepted.
3. Additions, modifications or reservations by Tenderers on the terms included in the Issues of the Notice of Request for Tenders shall not be accepted and any tender including such differentiations shall be excluded from the Request for Tenders.
4. With respect to foreign public documents, these must bear the Apostille prescribed by the "Convention on the elimination of the requirement of validation of foreign public documents" signed at The Hague on 5.10.1961 and ratified by Law 1497 (Government Gazette 188/27.11.1984).

If these documents originate from states which have not acceded to the relevant Convention, then the usual ratification by the Consular Authorities of the importing country operating in the country of origin takes place.

## **Article 6. Content of Tender**

### **1. Requirements for the content of the tender**

- 1.1. All Tenderers shall be required to submit their tenders in a sealed ENVELOPE named "TENDER ENVELOPE" which shall bear the title of the Project, as well as their trade name, their business address and the name and telephone number of their Attorney in fact on the upper left corner.

Tenders shall be signed by the person or persons duly authorized to do so on all pages, drawings, etc, in accordance with the following provisions.

Any corrections, deletions and additions, which will be clearly indicated in the margin of the pages of the tender, shall be valid if they will bear the signature and seal of the tenderer. Tenders must not be erased nor include writing footnotes or postscripts, interference in text, blanks and syncopation that have not been normally validated.

Where the submission of copies is provided for, the original shall prevail. The confirmation of the accuracy of the copies is made with a relevant signed statement to the last page of these of the same person or persons who have signed the original tender.

- 1.2. The TENDER ENVELOPE shall contain ENVELOPE A (Participation Documents), ENVELOPE B (Technical Tender) and ENVELOPE C (Financial Tender) all of which shall be sealed. One (1) original and one (1) copy are submitted for the above Envelopes.

Each Envelope shall contain a Table of Contents indicating all documents contained therein, in the order arising from this Article and with page

numbering in each document. It is noted that each ENVELOPE must contain all items stipulated as obligatory in paragraphs 3, 4 and 5.

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

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

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

2.5 Technical Deviations from the Technical Specifications of the Tender are not allowed.

In case that the Tenderer has not submitted in Envelope A the Table of Technically Equivalent Solutions, he must submit a Declaration stating that the supplied project is in full compliance with the Technical Specifications of the Request for Tenders.

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

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

For:

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

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

For:

(a) The LV Electricity Meters Tenderers shall be called to offer at least two (2) types of different manufacturers for each kind. It is noted that this requirement does not refer to the proposed types of substation metering devices.

(b) The Communication devices (mobile communication modems, PLC, etc) there is no restriction, with the precondition that every type covers completely the experience requirements for the offered equipment.

### **3. ENVELOPE A shall include:**

3.1. The Participation Letter of Guarantee, according to the Company's attached specimen in Issue F and those set forth in Article 4 hereof.

3.2. The Tenderer's LEGALIZATION DOCUMENTS as follows:

3.2.1. If the Tenderer is a Société Anonyme.

a. Government Gazette Issue, in which their Board of Directors Minutes regarding the establishment and representation of the legal entity have been published, or if so is not available a respective notice from the responsible General Commercial Registry (GEMI) or if so is not available a receipt of submission to the respective GEMI of their Board of Directors Minutes for its establishment and representation.

b. Certified excerpt from Board of Directors Minutes granting approval for participation in this Request for Tenders, in order to undertake the Tendered Project, designating the person or persons authorized to sign the tender, as

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well as the Attorney-in-fact, Athens resident, authorized to receive documents related to tender.

c. Government Gazette Issues, in which their Articles of Incorporation have been published, including any amendments thereof.

d. Certificate by the competent Authority certifying that their Articles of Incorporation have not been amended or in case they have been amended indicate the nature of such amendments.

3.2.2. If the Tenderer is a Limited Liability Company / Private Company

- a. Resolution of the Partners' General Meeting, providing approval for the participation in this Request for Tenders, in order to undertake the execution of the Tendered Project, designating the person or persons authorized to sign the tender, as well as the Attorney-in-fact, Athens resident, authorized to receive documents related to the tender.
- b. Government Gazette Issues, where the Articles of Incorporation of the Limited Liability Company / Private Company have been published, including any amendments thereof with copies of the amending deeds.
- c. Certificate issued by the competent Judicial Secretary regarding the submission of the Articles of Incorporation and any amendments thereof, that have been made after their publication.

3.2.3. If the Tenderer is a Private Partnership (General or Limited)

- a. Decision of the manager or managers appointing the person or persons authorized to sign the tender, as well as the Attorney-in-fact, Athens resident who is authorized to receive the documents regarding the present tender.
- b. A certified copy of the charter contract or agreement and of the amendments thereof along with a certificate by the competent Judicial Secretary regarding non publication of any other.

3.2.4. If the Candidate is a natural person who does not submit the tender personally, he will submit a proxy authenticated by the competent Authority dully verified by which he authorizes a representative and appoints an attorney-in-fact Athens resident who is authorized to receive the documents regarding the present tender.

3.2.5. For Foreign Companies,

Certificates respective to those for Greek Enterprises regarding the establishment of the company, etc.

The above documents need to be validated by the competent Authorities of the Country where they are registered.

3.3. **Certificate by the Court of First Instance Secretariat** of the Country where they are registered or for Foreign Companies issued

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within the last semester by the competent Authorities of the Country where the company is registered certifying that the company is not declared bankrupt nor under any other similar situation, nor under obligatory management, and a respective Certificate that there is no pending petition for the company as bankrupt nor any other similar situation nor obligatory management.

The Certificates shall refer respectively to General partners or to Managers or to General Managers and to Chief Executive Officers of the Tenderers. If the Tenderer is a Société Anonyme, the certificates that regard the company shall be sufficient and certificates of those managing the company shall not be required.

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

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

If the said certificates are not issued nor cover as a whole the above requirements it is possible to be substituted with an affidavit or if this is not provided for, with a solemn declaration made by the legal representatives of the persons concerned before a judicial or administrative authority, a notary public or any other competent professional body of the country of origin. The said declaration shall mention the failure of issuing the relevant supporting documents in the respective country.

### 3.5. SHARES REGISTRATION

Sociétés Anonymes participating in the Request for Tenders, individually or as a consortium or as a Joint Venture or in any other form, must provide requirements set for:

**a. Greek Sociétés Anonymes** by Presidential Decree 82/1996 as applicable, following its amendment by Article 8 of Law 3310/2005 (Government Gazette/A30), as amended by Article 8 of Law 3414/2005 (Government Gazette/A279).

**b. Foreign Sociétés Anonymes** by Article 8 of Law 3310/2005 (Government Gazette/A30), as amended by Article 8 of Law 3414/2005 (Government Gazette/A279).

### 3.6. OFFSHORE COMPANIES

The participation of the tenderer shall be checked during the tendering procedure under penalty of rejection of his participation in the Request for Tenders, as stipulated in article 4 paragraph 4 of law 3310/2005, as being in force after its amendment by law 3414/2005 (offshore companies). For this purpose, tenderers participating in the Request for Tenders shall produce a **relevant Solemn Declaration as per article 8 of Law 1599/1986 as applicable, duly certified by the competent authority**, signed by the legal representative of these companies or by a person specifically authorized for this purpose by their Board of Directors (producing a certified copy of the relevant Minutes), thereby stating that their company does not fall under the prohibition of article 4 paragraph 4 of Law 3310/2005, as it is in force after its amendment by Law 3414/2005, regarding offshore companies.

3.7. A ~~certified~~ Solemn declaration as per Law 1599/86 by which the Tenderer has not been convicted by virtue of an irrevocable court judgment for any of the offences of embezzlement, fraud, blackmail, counterfeiting, perjury, bribery and corruption pursuant to Law 3560/2007 as applicable, fraudulent bankruptcy and money laundering in accordance with the relevant Law as applicable or of an offence related to his professional conduct.

Legal entities shall submit the abovementioned Declaration for:

(a) the Managers in case of Limited Liability Companies / Private Companies and Private Partnerships (general or limited)

(b) the Chairman and Chief Executive Officer / General Manager in case of Sociétés Anonymes.

(c) The chairman of the Partnership in case of partnerships

in any other case of legal entity its legal representatives.

It is noted that the above Solemn Declaration shall not be dated earlier than one (1) month before the Tenders submission date. In the award the Contractor is the obliged to timely and adequately submit the documents of the tables 1 to 5 of Article 8 of Law. 1599/1986 (A 75) as applicable, as appropriate and in accordance with the terms and conditions of Articles 6 and 20 of PD 118/2007 and Article 25 of Law. 3614/2007.

3.8. Solemn Declaration as per Law 1599/86 declaring that the tenderer is not a Member of the Greek Parliament. For Sociétés Anonymes the

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declaration shall be made by members of the Board of Directors, for Limited Liability Companies / Private Companies by the Manager(s), for Limited or General Partners it shall be made by the partners and for natural persons it shall be made by the persons themselves. Alternatively, it is accepted for SA's that this Solemn Declaration will be submitted only by the candidate's legal representative and will relate on an aggregated basis to all members of the Board.

- 3.9. A Solemn Declaration filled in and signed, **dated within the last 30 calendar days before the offers submission deadline**, based on the specimen provided by HEDNO regarding the full acceptance of the terms of the Notice of Request for Tenders and any written amendments made by HEDNO, as well as regarding awareness of the local conditions of the Project, etc.

~~Additionally, it will state that even if any discrepancy(ies) are identified in the Tender, arising from comments, clarifications, observations etc, during the 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 the Tenderer will raise no claim, with regards to time and/or financial, in any phase at which he will be notified of said discrepancy(ies).~~

- 3.10. Clearance Certification regarding debts towards the State, according to effective Legislation.
- 3.11. The balance sheets or excerpts of the Tenderer's balance sheets of the last three years with an analysis of the operating accounts and income statement, including the last balance of payments if the Tenderer is a Société Anonyme or a Limited Liability Company. If the Tenderer is an Individual or Personal Company and only in the event that the latter is not obliged by law to prepare balance sheets, a Solemn Declaration shall be submitted by which the Tenderer's activity (turnover) shall be declared for the same period mentioned above and for each year separately. From the aforementioned items it should be concluded that the total revenue for the last three years will be at least €86,5 million.
- 3.12. Names of the Bank branches with which Tenderers cooperate and certificates issued by the Banks confirming their cooperation.

- 3.13. **If the Tenderer is a Joint Venture or Consortium**

If the Tenderer is a Joint Venture or Consortium, a statement should be submitted by each company participating in the Joint Venture or Consortium, that such companies established a Joint Venture or Consortium in order to jointly undertake the project and that they shall be liable towards HEDNO in relation to their participation in the tendering procedure and the performance



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of the project, unified, indivisible and in whole, according to the specimen provided by HEDNO.

In case of a Joint Venture, the above statement shall also include the percentages of each member, while in case of a Consortium the relevant consortium agreement indicating the percentages of each member, shall be submitted.

3.13.1. Moreover, in case of a Joint Venture and to the extent that the tender of the successful Contractor does not specify the execution of a separate part of the project and the separate price for it by each member of the Joint Venture, and therefore the separate invoicing of the members of the Joint Venture according to the Greek tax law is not possible, then the Contractor shall be obliged prior to the signing of the contract to adopt a legal status that allows joint invoicing.

3.13.2. The awarding of the contract shall be in the name of all members of the Joint Venture or Consortium and the Contract shall contain a term according to which each member of the Joint Venture or Consortium involved shall be held fully liable towards HEDNO as a whole, jointly and severally, shall have a common representative and the participation of all members of the Joint Venture or Consortium shall be verified by HEDNO. In case the provisions of the previous paragraph apply then it shall be obligatory for the signing of the contract to submit a certified copy of the document evidencing its compliance with the above requirement.

The experience requirements must be met collectively by the parties to the Joint Venture or Consortium.

Companies submitting a tender, either independently or as members of a Consortium or J/V, cannot participate as members of another Consortium or J/V participating in the same Request for Tenders. However, a Company that participates in the Request for Tenders whether independently or as member of a J/V or Consortium may offer its products or services to another company or J/V as sub-supplier /subcontractor.

It is also prohibited for a Representative to represent two or more Tenderers.

In case of non-compliance of the Tenderers with the said requirements, the Tenders submitted by those Tenderers shall be excluded from further tendering procedures.

3.13.3. In the case of submission of a tender by Joint Ventures, each company participating in the Joint venture shall submit:

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The above mentioned items 3.2, 3.3, 3.4, 3.5, 3.6, 3.7, 3.8, 3.9 and 3.10 separately for each company depending on the case (domestic / foreign legal person, partnership, etc).

### 3.14. LOAN EXPERIENCE

If the Tenders would like to invoke the financial, technical and/or professional capability of third parties in order to meet the participation requirements set out in previous paragraphs and the requirements regarding the financial standing of the Tenderer they must submit evidence of the aforementioned capability and declare that they are bound to provide all guarantees required by the Notice of the Request for Tenders.

In this specific case, the Tenderer is required to demonstrate, in any expedient way, that it shall have at its disposal, throughout the term of the Contract, all necessary means to execute it. Such evidence might be a valid private agreement between the Tenderer and the third parties referred to or a binding statement signed by a legal representative of such third party so that the aforementioned capacity is adequately proven to the satisfaction of HEDNO. The scope of cooperation between the Contractor and the said third party, as well the guarantees provided by such third party to the Contractor, shall be included in the Contract.

Following awarding and signing of the contract, **the above third party subcontractors** may not be replaced without prior approval by the awarding authority and only on condition that the **replacing third party sub-supplier or subcontractor** has the same qualifications with the one initially **approved in the Contract** ~~proposed in the tender of the said Tenderer (see Issue C' Special Terms, Article 6 Contractor's Submission Sub-suppliers Subcontractor).~~

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

### ~~3.15 DATA PROTECTION~~

3.15. Solemn Declaration of Acceptance of **the Security and Data Protection terms, dated within the last 30 calendar days before the offers submission deadline:**

Solemn Declaration of the Law 1599/86—from the Contractor, on Personal Data Security and Protection of specimen C2, Issue F:

3.16. In case of an offer including Table of Technically Equivalent Solutions, the Table of Technically Equivalent Solutions fully filled.

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

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

3.17. Copy of the certificate for integrated Quality Assurance System according to EN/ISO 9001:2008.

3.18. For each subcontractor, sub-supplier or equipment manufacturer, a collaboration agreement with the Tenderer must be submitted, signed from authorized representatives of the above and certified.

**IF THE AFOREMENTIONED ARE NOT SUBMITTED, THE TENDER SHALL BE REJECTED.**

**IT IS NOTED THAT REGARDING THE ABOVE REQUIRED OBLIGATION FOR SUBMISSION OF ORIGINAL OR CERTIFIED COPIES OF DOCUMENTS BY THE TENDERERS, THE LAW 4250/2014 AND IN ANY CASE THE RESPECTIVE LEGAL FRAMEWORK WILL APPLY.**

**4. ENVELOPE B ~~shall include:~~**

The content of the Envelope B – Technical Tender should cover all the requirements that arise from the description of the technical scope in accordance with Issue A' Invitation and the requirements of Part B "Technical Part of the Project".

4.1. Tenders shall submit fully filled the Table of Experience and Professional Capability where it shall state the experience of tenderers for the criteria of Technical and Professional Capability in accordance with those mentioned in Article 4, paragraphs A, B, C and D and E of the Issue A' "Invitation".

4.2. The Tenderer shall also submit the necessary studies, specifications, technical descriptions, lists, descriptive material, plans and data with detailed information on the engineering and operation principles applicable to each part of the Project Equipment offered as a technically equivalent solution, which has been respectively declared in the fully filled Table of Technically Equivalent Solutions.

4.3. -In any case of offer, the Tenderers shall submit properly filled in the Technical Compliance Tables.

4.4. The Tenderers shall submit a detailed System operation and implementation study, which shall be assessed at the phase of technical evaluation of tenders by the Evaluation Committee and shall be finalized after the signing of the Contract with the Contractor, with which the Contractor shall comply in order to execute the said project, and more specifically will include the following:

4.4.1. Mandatory study characteristics – Technical Proposal

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It is necessary that the study meets:

- a. The Operational Requirements.
- b. The minimum requirements as mentioned in the Technical Specifications.
- c. The system's configuration.
- d. The required services.
- e. The project's time schedule.

4.4.2. Together with their tender, the Tenderers shall also submit a technical proposal of implementation with full documentation, which must include the following among others:

- a. The project's implementation method.
- b. The project's management system.
- c. The use of customization tools.
- d. The detailed time schedule of the project (including a time schedule of engineering, construction, testing in the factory, delivery, installation and on-site testing of the Project's Equipment, along with a detailed Project Management Schedule).
- e. Risk evaluation and assessment, as well as a Risk Management study.
- f. Contingency plan during the transitional period until final acceptance.
- g. Analysis and documentation of the detection, management and recovery of faults which may occur.
- h. Analysis of the criteria for defining provisional acceptances and the final acceptance.
- i. Documentation for implementation the personal data protection principles by design (data protection by design) and by default (data protection by default) during the systems implementation and commissioning.

4.5. Tenderers shall submit a declaration stating that they have the proper experience and properly specialized personnel to provide System operation, technical support and maintenance services, and fault recovery services for the entire metering and communications equipment that shall include estimation of the required person-hours of the corresponding personnel for the implementation of field works (meters, boxes dismantling and installation, etc). The head of the personnel must be a qualified Engineer. It is noted that said personnel should be declared to HEDNO before their employment in the project.

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- 4.6. Lists and descriptive material that provides general information for the entire equipment.
- 4.7. Type Test Certificates for every offered meter type, from an internationally recognized laboratory, certified as per EN ISO / IEC 17025:2005, according to EN/IEC 62052 and / or EN 50470.
- 4.8. Submission for every offered meter type, of Certificates of Conformance with Directive 2004/22/EC (Measuring Devices - MID) for class B, issued by the pertinent announced Body.
- 4.9. Submission of CE certification of conformity for the offered meter type, in accordance with Directive EMC Directive 2004/108/EC.
- 4.10. Every offered meter type shall be successfully tested with regards to its immunity against the impact of symmetrical currents at frequency range 2-150 kHz. The tests shall comply with the Draft Test as defined in the technical report of CENELEC CLC/TR 50579. The successful test of the offered meter shall be evidenced by submission of the respective Test Certification or Test Protocol issued by a recognized and accredited according to EN ISO / IEC 17025: 2005 test laboratory.
- 4.11. Submission of good performance guarantee for the hardware for at least five (5) years.
- 4.12. Software for mass parameterization for each kind/type of meter, ~~according to the technical specification.~~
- 4.13. As regards the manufacturing and inspection plants of the types of meters under supply, there should be evidence that their production capacity meet project requirements.
- 4.14. The meters' manufacturing plants should have the following certifications **or equivalent** at the time of bid:
  - Quality management system (QMS) according to EN/ISO 9001:2008.
  - Environmental Management System (EMS) according to EN ISO 14001:2004.
  - Compliance with Directive 2004/22/EC (Measuring Devices) and in accordance with the Ministerial Decision (Government Gazette 521 / Issue B / 12.04.2007, No F2 - 1393) for the manufacturing of electronic meters.
  - Certificate of conformance according to EN ISO / IEC 17025:2005, for the control laboratories of the plants and for the inspection site, if different from the meters' production plants.

Tenderers shall state in their tender the manufacturing plant and the inspection site of the types of meters under supply.

- ~~Integrated Information Security Management System (ISMS) according to ISO/IEC 27001 standard.~~

4.15. The communication devices' manufacturing plants should have the following certifications **or equivalent** at the time of bid:

- Quality management system (QMS) according to with EN/ISO 9001:2008.

Tenderers shall state in their tender the manufacturing plant and the inspection site of the types of communication devices under supply.

- ~~Integrated Information Security Management System (ISMS) according to ISO/IEC 27001 standard.~~

4.16. The AMI - MDM systems manufacturers should have the following certifications **or equivalent** at the time of bid:

- Quality management system (QMS) according to EN/ISO 9001:2008.
- ~~Integrated Information Security Management System (ISMS) according to ISO/IEC 27001 standard.~~

4.17. The ~~Contractor~~ **Tenderer** or the subcontractor who is responsible for the operation and maintenance of the system should have the following certifications **or equivalent** at the time of bid:

- Quality management system (QMS) according to EN/ISO 9001:2008.
- ~~Integrated Information Security Management System (ISMS) according to ISO/IEC 27001 standard.~~

~~4.18 Every other subcontractor employed in the project must submit solemn declaration for personal data security and protection. It should be mentioned that all subcontractors/ sub-suppliers shall commit with Confidentiality Contract during contract signing, or whenever they are employed in the project.~~

4.18. Tenderers must submit two (2) samples for each offered material, as well as the relevant software versions, in order for the technical evaluation of their offers. Failure to timely submit the above does not carry the penalty of rejection of the offer, if they are submitted until the designated by the Committee, start date of the technical evaluation **testing** of the specific Participant, according to the drawn sequence.

4.19. The Tenderer shall submit certification of compatibility with the COSEM-OBIS/DLMS standard for the application layer according to the procedure specified by the DLMS User Association.

4.20. The Tenderer shall submit certificate of laboratory certified by ISO / IEC 17025 that proves the system operation with communication speed of at least 4.8 kbits/s.

~~4.21. The Tenderer shall submit for each offered material, the necessary certifications (i.e. type tests), according to the terms defined on the tender issues. For each offered material, for which indicative technical descriptions are provided or no specifications are provided in the Tender~~

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~~issues, the necessary certifications according to the internationally accredited standards shall be submitted.~~

The Tenderer shall submit the specifications (descriptive material, designs, information, standards and corresponding type tests) to which every offered material complies and for which no full technical specification is provided in the Tender issues.

Tenderers and Sub-contactors/Sub-suppliers shall submit any required documentation described in Issue A "Invitation", in accordance with the extent of their collaboration and the part of the Project that they shall undertake.

All sub-suppliers/ subcontractors shall sign Confidentiality Contract during Contract signing, or whenever they are employed in the project.

**It is mandatory to submit the tender in an electronic form as well (CD contained in Envelope B). In case of disagreement, hard copies apply.**

**5. ENVELOPE C (Financial Tender) shall include:**

5.1. Special printed forms or issues being available by the Company, based on which the Tenderer shall submit the tender offer. These printed forms or issues shall be clearly filled in. More specifically, the printed forms to be submitted by the Tenderer in relation to the present Notice of Request for Tenders, given that the Request for Tenders is carried out through the tendering system which includes engineering and construction, are the following:

- a. "Table of Total Prices"
- b. "Table of Materials and Prices"

in accordance with the specimens included in Issue F' "Appendices".

The Tenderers shall fill in the "Table of Total Prices" and the "Table of Materials and Prices" in which the offered priced that corresponds to every part of the Project, shall be declared.

Note that with respect to "Additional Services" as defined in the "Table of Materials and Prices", their cost cannot exceed EUR three hundred thousand (300.000,00).

The Tenderers are required to offer the price solely in EURO, on a FIXED BASIS. In case that a Tenderer does not comply with this requirement, his Tender shall be rejected.

Upon penalty of nullity of the respective tenders, the quoted prices shall not depend in any way from the exchange rate of the quoted currency with any other currency.

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~~5.2. In case of tender submission with Equivalent Technical Specifications, the Tenderer is required to submit the Tables of Materials and Prices properly adjusted to the proposed Equivalent Technical Specifications, as well as separate Tables of Materials and Prices without the said adjustments, according to the relevant requirements of the Notice of Request for Tenders and without differentiating the price, if he has submitted the declaration concerning the compliance with the Technical Specifications of the Request for Tenders in case of rejection of the Technical Specifications proposed.~~

5.3. The prices offered shall include any tax or other charge applicable to HEDNO SA., except for VAT which shall be separately recorded as a percentage on the price.

5.4. The Contractor explicitly promises and guarantees the accuracy of prices and states that it has determined such prices following accurate calculations, performed by it, after considering any possible difficulty which could arise during the Contract's execution; it explicitly, clearly, definitively and irrevocably waives its right to demand increase or readjustment of such prices for any reason whatsoever, including, indicatively, the cases cited in Articles 178 and 179 of the Civil Code and those Articles of the Civil Code referred to in Article 20 of the General Terms.

5.5. All amounts included in the Table of Total Prices in EUROS shall be written in numbers and in full, in the appropriate fields.

Sum totals of prices in the Table of Total Prices must be equal to the corresponding totals in the Table of Materials and Prices.

In case of discrepancies, the prices in the Table of Total Prices shall prevail.

5.6. A cost table of each of the type tests required, regardless of whether they are covered by test certificates or not.

**It is underlined that the prices of the aforementioned Cost Table shall not be taken into consideration in the financial evaluation of the tenders.**

5.7. Any other financial element relevant to the price of the tender, such as any offered reduction on the total price or of its partial parts.

5.8. The Table of Price Allocation (in case of a Consortium or Joint Venture).

5.9. It is explicitly clarified that no comments, terms, or conditions related to the Quoted Price are allowed.



### **Article 7. Supporting Documents at the phase of award**

Upon the evaluation of the tender offers, the tenderer who will be awarded, within twenty (20) days following the notification of the relevant written notice to him by the competent Tender Committee, has to submit, in a sealed envelope, the following supporting documents in each case, which will be unsealed and checked as below.

#### **Tables of supporting documents during award procedure per category**

**Table 1 – Supporting documents – Greek Citizens**

Certificate issued by the competent Chamber, which will certify the registration of the Tenderer and his specific profession or certificate issued by a competent authority which will certify the exercise of the Tenderer's profession at the tender date and that the Tenderer continues to be registered until the delivery date of the relevant written notice.

**1.** Excerpt from the criminal record issued within the last three months before the notification of the respective written notice which indicates that:

1/ has not been sentenced by final judicial decision

a) for any of the crimes described in par.1 of article 43 of P.D. 60/2007

b) for any of the crimes of misappropriation, fraud, extortion, forgery, perjury, corruption, fraudulent bankruptcy

2/ has not been the subject of a final judgment, according to the laws of the country where the decision was issued, for any crime relevant to his professional behavior.

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2. Certificate of the competent judicial or administrative Authority, issued the last six months before the notification of the respective written notice, which indicates that the Tenderer is not bankrupt nor under a liquidation process, has not suspended business activities, is not under obligatory management and the tenderer has not entered into an arrangement with his creditors, and that any similar proceedings have not been initiated against him. In case of establishment in a foreign country the above Certificate is issued according to the effective legal provisions of the country where the Tenderer is established and where the respective Certificate shall be issued.

3. Solemn Declaration (L. 1599/1986) where the Tenderer declares every social security (main and supplementary) organization to which the Tenderer is liable to pay contributions for his employed staff.

4. Certificates issued by the competent Authority, which state that at the date of the respective written notice, the Tenderer has a clearance for his tax obligations and his obligations regarding social security contributions (main and supplementary). In case of establishment in a foreign country the above Certificates are issued according to the effective legal provisions of the country where the Tenderer is established and where the respective Certificates shall be issued.

In case that some of the above documents are not issued or do not cover all the aforementioned cases, **they must** be replaced, under exclusion penalty, by an Affidavit before a notary or a judicial Authority (magistrate), where the Tenderer will declare that the competent country does not issue these specific documents and that he is not under any of the above mentioned legal situations. This Affidavit, issued within the last three months, before the notification of such written notification, will be compulsory submitted with the supporting documents of the table above after the respective written order.

**Table 2 – Supporting documents – Foreign Citizens**

The documents of Table 1 or other equivalent documents or other means of proof issued by the competent administrative or judicial Authorities of Tenderer's establishment country. In case that some of the documents above are not issued or do not cover all the aforementioned cases, they must be replaced, under exclusion penalty, by an Affidavit or in case where such Affidavit is not provided for under the Laws of the relevant country, by a solemn declaration of the said legal representatives, before a Notary Public or a Judicial Authority or administrative authority or a competent professional or trade body in the Tenderer's country, of the last three months before the notification of such written notification, where the Tenderer will declare that the competent country does not issue these specific documents and that he is not under any of the above mentioned legal situations.

### **Table 3 – Supporting Documents – Greek legal persons**

**1.** Certificate issued by the competent Chamber, which will certify the registration of the Tenderer and his specific profession or certificate issued by a competent authority which will certify the exercise of Tenderer's profession at the tender date and that the Tenderer continues to be registered until the delivery date of the relevant written notice.

**2.** Excerpt from the criminal record issued within the last three months before the notification of the respective written notice which indicates that (a) unlimited liability partners and managers for general partnerships or limited partnerships, (b) managers for LLC, (c) Chairman and CEO for S.A. and (d) legal representatives for any other legal person :

1/ have not been sentenced by final judicial decision

a) for any of the crimes described in par.1 of article 43 of P.D. 60/2007

b) for any of the crimes of misappropriation, fraud, extortion, forgery, perjury, corruption, fraudulent bankruptcy

2/ have not been the subject of a final judgment, according to the laws of the country where the decision was issued, for any crime relevant to his professional behavior.

**3.** Certificate of the competent judicial or administrative Authority, issued the last six months before the notification of the respective written notice, which indicates that the Tenderer is not bankrupt nor under a liquidation process, has not suspended business activities, is not under obligatory management and the tenderer has not entered into an arrangement with his creditors and that any similar proceedings have not been initiated against him. In case of establishment

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in a foreign country the above Certificate is issued according to the effective legal provisions of the country where the Tenderer is established and where the respective Certificate shall be issued.

**4.** Certificate of the competent judicial or administrative Authority, issued the last six months before the notification of the respective written notice, which indicates that the Tenderer is under joint liquidation as described in L. 2190/120, as currently in force, or special liquidation L. 1892/1990 (GG 101/A/1990), as currently in force, or in any similar situation and that he is not under proceedings of adoption of decision for joint or special liquidation governed by the aforementioned laws. These certificates are issued according the article 6 par. 2 point c' par. (4) of P.D. 118/2007.

**5.** Solemn Declaration (L. 1599/1986) where the Tenderer's legal representative declares every social security (main and supplementary) organization to which the Tenderer is liable to pay contributions for his employed staff.

**6.** Certifications issued by the competent Authority, which state that, at the date of the respective written notice, the Tenderer has a clearance for his tax obligations and his obligations regarding the social-security contributions (main and supplementary).

**7.** All the relevant documents demonstrating the formation and the representation of the Tenderer, and the legal compliance regarding publicity requirements for the formation of the Tenderer, the amendment of his statute and the appointment of his legal representatives.

In case that some of the documents above are not issued or do not cover all the aforementioned cases, they **must be** replaced, under exclusion penalty, by an Affidavit by the legal representatives of the said companies before a Notary Public or a Judicial Authority, where the Tenderer will declare that the competent country does not issue these specific documents and that he is not in any of the above mentioned legal situations. This Affidavit, issued within three months before the notification of the written notice, will be compulsory submitted with the supporting documents of the table above after the respective written order.

#### **Table 4 – Supporting Documents – Foreign legal persons**

For foreign legal persons the same requirements as for the Greek legal persons apply.

In case that some of the documents above are not issued or do not cover all the aforementioned cases, they must be replaced, under exclusion penalty, by an Affidavit or in case where such Affidavit is not provided for under the Laws of the relevant country, by a solemn declaration of the said legal representatives, before a Notary Public or a Judicial Authority or administrative authority or a competent professional or trade body in the Tenderer's country, of the last three months before the notification of such written notification, where the Tenderer will declare that the competent country does not issue these specific documents and that he is not under any of the above mentioned legal situations.

#### **Table 5 – Supporting Documents – Partnerships / Joint Ventures**

For each member of the Partnership/Joint Venture all the supporting documents shall be submitted, by case basis (Greek/non-national citizen, Greek/non-national legal person)

Upon that, the competent Committee recommends to the competent body, the award or not of the contract to the temporary Contractor.

### **Article 8. Receipt and Unsealing of Tenders – Evaluation of Envelopes A and B**

1.1. As date of the receipt of offers to the Tender is defined **March 26, Thursday** ~~January, 30, 2015, Friday~~. The time for the end of the offers submission is 10:00 am. In case of force majeure, if the conference of the Unsealing – Evaluation Committee is not possible that day in order to receive the offers, this happens the very next working day that this is possible.

1.2. The Unsealing – Evaluation Committee meets in open session, one hour before the end of the deadline of the relevant article of the present.

The beginning of the offers receipt is declared, after 10:00, each envelope offer is received, which is submitted to the committee, the receipt date and time is noted and the envelope is initialed.

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Following, the end of the offers receipt is declared, after 10:00, the President announces the end of the time and declares the end of receipt.

1.3. The President of the Unsealing – Evaluation Committee communicates with the Registration Office in order to find if offers have been delivered by mail or courier according to paragraph 1.4 below and in case of positive, a member of the committee, after the president's command, fetches the offers in order to continue with the Tender procedure.

1.4. In case of mail submission or submission to the Registration office, the offer envelopes are accepted, only, if they are registered with the Registration Office the later by the date and time of the Tender, as defined above.

The Registration Office records the date and time of arrival, it is noted on the envelope and this is initialed by the competent employee.

The company does not bear any responsibility for any omissions in the content of the offers that are submitted by mail, nor for any delays in their arrival.

No envelopes or other documents will be retrieved from any post office, even if the company is notified in time.

2.1. Offers submitted after the end of the abovementioned deadline for any reason are not acceptable and are returned without being opened.

The unconditional acceptance of the offer by the late submitter is considered as acceptance of exclusion and waiver of litigation exclusion objection.

If the submitter disagrees and explicitly states to the President of the Unsealing – Evaluation Committee that will submit an objection, the envelope belated bid is received and unsealed with other offers.

2.2 The Unsealing – Evaluation Committee notes in the minute the unacceptable as belated submission, especially the exact time that the offer was submitted to the committee, and rejects it as unacceptable.

The same procedure is used in every case that the Unsealing – Evaluation Committee considers an offer as unacceptable.

3.1. The Unsealing – Evaluation Committee receives all the Tenderer offers according to 1.2 and 1.4 of the present Article, and following, records their name In the Table of Offers Unsealing.

3.2. The day of the unsealing also, the committee shall draw of tenderers in open session to determine the order of execution of tests required in the technical evaluation stage.

3.3. After the completion of the receipt and recording of the above, the unsealing follows and the examination of the offers by the Unsealing – Evaluation Committee on the same day, in open session at 12:00, right away,

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in order to verify the participation supporting documents and the technical evaluation supporting documents.

3.4. Following, the committee unseals the OFFER ENVELOPES with the order the participants have been recorded and verifies the existence of the envelopes A, B and C. If all three envelopes are not found in the OFFER ENVELOPE, this is noted in the minute and the offer is not acceptable and is returned as unacceptable.

4.1. In particular, envelope A is unsealed first, initialed and all documents and information available in the envelope and it is verified if the relevant documents are mentioned in the table of contents that the offerer should have drafted. The pages of all submitted documents should be numbered individually and the total number of pages of every document should be mentioned in the Table of Contents.

4.2. Following, the Committee unseals, with the order that all Tenderers are recorded, the Envelopes B, initials and all documents and information available are numbered (with recording of the number of pages of every document) that are in the envelope and checks if the relevant documents are mentioned in the Table of Contents that the Tenderer should have drafted.

4.3. Following, the end of the open session of the Unsealing – Evaluation Committee is declared.

4.4. The work of the Committee is continued with check of the content of the Envelopes A and B in one or more sessions and after the end of the technical evaluation an enforceable act is issued (Unified minute for the Envelopes A and B) according to the terms set in 3614/2007, as it applies. The minute for the envelopes A and B depicts the unified enforceable act according to those set in the no 117/18.7.2014 decision of the HEDNO Board of Directors and Law 3886/2010, as it applies.

5.1 In particular, the check of the envelope A from the Unsealing – Evaluation Committee consists of:

Following the recording of all items of Envelope A, the Committee shall check all typical and legalization details contained in the Envelope A and the inclusion of the required Tables and Declarations. Moreover, the Committee shall check whether there are any documents included in the ENVELOPE A beyond those provided for by the Notice of Request for Tenders, in which there are included terms and conditions which fall within paragraph 3 of article 5 hereof.

5.2 The Committee, through a common Decision for Envelopes A and B, after taking into consideration those provided for by the Notice of Request for Tenders, shall decide which tenders are to be excluded from the subsequent procedure, due to their non-compliance with the requirements of the Notice of Request for Tenders as regards the completeness of ENVELOPE A and the

adequacy of typical and legalization details as well with regards to the existence of commercial deviations.

5.3 During the check of items included in ENVELOPE A a validation check of the Participation Letters' of Guarantee authenticity, will be also performed, as stipulated in Ministry of Infrastructure Circular Δ17γ/09/154/ΦN437/21.09.2010.

5.4 In case the Letters are deemed counterfeit, Tenderers will be rejected due to non-submission of the appropriate Participation Letters of Guarantee (the counterfeit Letter does not meet the prerequisites of Law and is not considered guarantee – Council of State 2147/2001) and legal action will be filed to the responsible prosecutor.

6.1. During technical evaluation, the Committee shall certify the meeting of criteria, under exclusion penalty, that have been set in the technical scope of the Issue A "Invitation" and the ENVELOPE B as described above i.e. the technical evaluation has a pass/fail rational and in no way poses a comparative evaluation of tenders and/or rating.

7.1 Apart from the evaluation envelope submitted by the participants as per above, tests of the offered equipment and evaluation of the offered AMI – MDM systems will also take place.

7.2 In order for HEDNO to certify the compatibility and successful operation of the offered System and the communication devices with the offered L.V. meters, the test described below shall be carried out during the technical evaluation of the tenders:

The tenderers shall install in their own computer the software of the AMI-MDM System (trial version).

They shall perform metering data extraction using the proposed communication devices PLC/ GPRS, from the offered meter types and concentrators.

The trial installation for PLC communication shall include an actual low voltage line. For equipment demonstration purposes, the tenderer shall install a concentrator at the output point of a predefined MV/LV transformer. Two smart meters of each offered type shall be installed at HEDNO's facilities, powered by the above transformer.

The same trial will be performed for GPRS communication.

They shall perform data extraction from meters with the appropriate data extraction software for on-site data collection via portable computer (laptop) or, respectively via portable concentrator (HHU) and transfer and import of the data collected via the AMI / MDM trial system.

They shall perform commands of bidirectional data transfers, between each kind/ type of meter and the AMI/ MDM trial system.



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They shall perform a trial upgrade of the meter firmware using the proposed communication devices and software systems from the offered meter types and concentrators.

They shall perform a data transfer test between any meter kind/type and the offered display devices (In Home Display).

The interoperability and the interchangeability between meter types shall be demonstrated by the execution of commands and metering data transmission to and from the concentrator from the different offered meter types and is summarized to the following, at least:

- Data collection from all registers
- Data collection from load curves of active and reactive energy
- ON/OFF operation of the load switch

The call order of tenderers for testing will occur after the Unsealing and Evaluation Committee draw during the the receipt and unsealing of the tenders.

The above tests shall be performed at HEDNO's facilities and shall be considered successful if within three (3) days from the beginning of the testings, the full communication between the above devices is achieved in a consistent way.

In case of failure to fulfill any of the above requirements, the Tenderer, following written notice, is allowed for one month to attempt to lift of the reasons for the failure. During that period, the Tender may submit up to two (2) times samples (hardware or/and software) as well as complementary supporting documentation in order to attempt to lift the reasons of failure. In case of failures during those repeated tests, the offer shall be definitively determined as technically unacceptable.

7.3. In order to confirm the satisfactory operation of the offered Systems (AMI-MDM) it is possible, at the Company's fully and specifically justified judgment, for the three members of HEDNOS's Technical Evaluation Committee to perform a visit as described below.

The Tenderer shall indicate, in consultation with the Evaluation Committee, the place, the time for a three-day visit, to be carried out by the Three-Member Committee to an Electric Utility/ies or Network Operator/s, where the offered AMI - MDM Systems are already installed and in commercial operation, in order to assess their satisfactory operation.

The cost of the three members of the Technical Evaluation Committee's visit shall be borne by the Tenderer (accommodation, and air tickets costs).

8.1. The Evaluation Committee, after taking into consideration the criteria of rejection of the Notice of Request for Tenders and evaluating which of the offered as Equivalent Technical Solutions are accepted, shall decide which tenders shall be rejected. The Evaluation Committee, after taking into

consideration the terms of the Invitation, decides about the Tenders that shall be rejected from the following procedure, due to non-meeting of the requirements of the Invitation regarding the completeness of the envelopes A and B and the adequacy of technical evaluation, issuing Minute for ENVELOPES A and B which is an enforceable act.

8.2 Afterwards, the Committee communicates the Minute for ENVELOPES A and B to all the participants, in order to exercise their legitimate rights, according L. 3886/2010, as applicable.

8.3 In case of rejection by the Committee, Envelope C shall be returned sealed and against receipt, along with the Participation Letter of Guarantee.

8.4 Such return shall be performed upon lapse of the deadlines set for raising objections as provided for by Article 10 hereof. These documents may also be returned prior to this deadline, if Tenderers have submitted a declaration in writing to the Chairman of the Committee, stating that they waive the right to raise an objection. Otherwise, Envelope C, as well as the Participation Letter of Guarantee shall be returned to the Tenderer in the following cases:

A) after an adverse judgement on, possible objection, and, and lapse of the deadline for submission of injunctions without action,

B) after the relevant judgment on the submitted application for injunctions, if it is negative for the competitor.

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

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

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

2. The Evaluation Committee first checks whether the Tenderers have submitted in ENVELOPE C all supporting documents and data required, in accordance with paragraph 5 of Article 6 of this Document, and the Chairman announces to those attending the meeting the main, in the Evaluation Committee's judgment, financial details of the tenders. The Chairman may also announce any other tendering item requested by the Tenderers' representatives, only with the consent of the respective Tenderer.

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3. Subsequently, the Committee shall check whether the tenders include any Commercial Deviations as compared to the Commercial and Financial Terms of the Issues of the Notice of Request for Tenders for items included in Envelope C. If such kind of deviations are ascertained, the tender shall be definitively rejected and the Committee shall notify the said Tenderer in writing of the final rejection of its tender.
4. Financial evaluation of each tender shall then be performed according to the following procedure:

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

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

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- - of the price for the option of procurement of metering and communication equipment, up to €1.5 million.

Alternative offers are not acceptable.

The Evaluation Committee shall record all the above into a Minute for ENVELOPE C which is an enforceable act and it is communicated/notified to all the Tenderers in order for the Tenderers to exercise their legitimate rights, according L. 3886/2010, as currently in force.

### **Article 10. Objections**

1. All interested Economic Bodies shall be entitled to contest by virtue of an objection any enforceable act of HEDNO related to the selection procedure, which they consider as affecting their interests in an unlawful manner. Said appeal is provided for by Law N.3886/2010 on "Court protection at the phase preceding the procurement procedures of entities operating in the water, energy, transport and telecommunications sectors in accordance with Directive 92/13/EEC and other provisions".
2. Objections shall be filed within ten (10) days from the day that the contested act came to knowledge of the objecting party.
3. The deadlines for the objections and any subsequent interlocutory procedure shall only have the suspensive effects provided for by the Law.
4. Objections shall be filed with the HEDNO and be heard by the competent HEDNO body which shall issue a reasoned decision thereupon within fifteen (15) days from the date of its submission and notify the relevant Tenderer in writing. If the fifteen-day deadline is not observed, the objection shall be deemed rejected.

### **Article 11. Award of the Contract – Cancellation of the Request for Tenders**

1. The Request for Tenders shall not be considered to be concluded prior to the approval of its outcome by the authorized bodies of the Company. The temporary Contractor shall be called to submit the supporting documents for the award within 20 days after receiving the respective letter, according article 6 par. 6 of the present Issue.
2. The awarding of the Contract shall be announced to the Contractor by letter, in which the Contractor shall be invited to produce within a reasonable period of time all necessary data and certificates provided for by the law in force in order to sign the contract for a proportional amount, as well as the necessary Letters of Guarantee. At the same time the

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awarding of the said contract shall be notified to the rest of tenderers who have submitted accepted tenders.

3. In the event of a Consortium and to the extent that the tender of the Contractor does not determine the execution of specific parts of the project and the respective price for these parts for each member of the Consortium, resulting in the inability of the members of the Consortium to issue separate invoices according to the Hellenic Tax Legislation, the Contractor shall be obligated, prior to the signing of the Contract, to assume a legal status that shall permit joint invoicing.

In this case, the submission of an additional certified copy of the document that evidences the fulfillment of the above requirement shall be necessary in order to sign the Contract.

4. The awarding of the project shall be made in the name of all the members of the Consortium and a provision shall be included in the Contract, by which the members of the Consortium shall be engaged and be held liable towards HEDNO as a whole, jointly and severally; they shall be represented by a common representative and HEDNO shall verify the actual participation of all members in the Consortium throughout the term of the Contract.
5. HEDNO shall reserve the right to cancel the Request for Tenders:
  - a. due to irregular conduct, where such an irregularity affects the result of the Request for Tenders
  - b. if the Company justifiably deems the result of the Request for Tenders unsatisfactory.
  - c. if the competition is insufficient or if there is a serious indication that Tenderers acted in concert so as to avoid actual competition.
  - d. if the needs of the Company have changed significantly.

### **Article 12. Drawing up of the Contract**

1. The Contract for the construction of the Project shall be drawn up based on the terms of the Notice of Request for Tenders and the Contractor's tender, as these have been finally defined and approved by the Company's competent and authorized bodies.

Following the drawing up of the Contract, the latter shall be submitted to the National Court of Auditors for pre-contractual legality audit.

Following ruling of the National Court of Auditors that the signing of the contract is not prevented, the Contractor shall be invited to sign the Contract within fifteen (15) days. If the Contractor does not appear within

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the said deadline with the required certificates, the Company reserves the right to revoke the award and forfeit the Participation Letter of Guarantee. Subsequently, the Company may proceed to discussions with the rest of Tenderers by order of Contract awarding, on condition that their tenders are valid or that they accept their tenders to remain valid.

2. Prior to Contract signing, through its legal representatives, the Tenderer shall submit a solemn declaration as per Article 8, Law 1599/1986 as applicable, duly attested by the competent authorities, signed by its legal representative or by the duly authorized person for this purpose by the Board of Directors of the company (along with a certified copy of the relevant minutes), by which he shall formally declare that no condemnatory Court Judgment as provided for by Article 3 of Law 3310/2005 as amended by Law 3414/2005, has been issued against the persons stipulated by the above mentioned Article of the same Law and that until completion of the Contract execution he is bound to notify without delay to HEDNO the issuance of any condemnatory Court Judgment, having the force of "res judicata", with regard to incompatible capacities and prohibitions stipulated by the above mentioned Articles of the said Law and by virtue of paragraphs 4 and 5 of Title II of the Joint Ministerial Decision 209777/Official Gazette/Volume B/23.08.2007 (ENTERPRISES CONCLUDING PUBLIC CONTRACTS AS STIPULATED BY ARTICLE 2 PAR. 5 OF LAW 3310/2005 AS THE LATTER WAS ADDED BY VIRTUE OF ARTICLE 2 PAR. 3 OF LAW 3414/2005).

In case there is no appropriate authority for the issuing of the above solemn declarations in the relevant countries, these can be replaced by an Affidavit by the legal representatives of the said companies before a Notary Public or a Judicial Authority, or in case where such Affidavit is not provided for under the Laws of the relevant country, by a solemn declaration of the said representatives, bearing an attestation to the validity of the relevant signatures by a Notary Public or a Judicial or Administrative Authority of the relevant country.

3. The authenticity of the Good Performance Letter of Guarantee shall be checked prior to the signing of the Contract.

If the above letter is deemed as counterfeit, the Contactor shall be revoked and the Participation Letter of Guarantee for the Request for Tenders shall be asked for forfeiture. In addition, an action will be filed to the responsible prosecutor.

An authenticity check of the Good Performance Letter of Guarantee shall be also carried out in case of the signing of a Supplementary Contract (S.C) with the Contactor. If the above letter is deemed as counterfeit, the S.C shall not be signed and the process of revoke of the Contractor with regards to the entire contract shall be carried out, as per article 61 of Law 3660/2008, given that the execution of the tasks of the C.S. is a contractual obligation of the Contractor. At the same time, an action will be filed to the responsible prosecutor.

### **Article 13. Reservations and Rights of HEDNO**

1. Participation in the Request for Tenders (submission of tender) is equivalent to a declaration by the Tenderer that he took full cognizance of the terms, as well as of all other items and issues related to the Request for Tenders.
2. HEDNO shall reserve the right to change the date of submission of tenders or to make any amendments to the Issues of the Notice of Request for Tenders. These amendments shall be included in a Supplement to the Notice of Request for Tenders, the issuing of which shall be announced to Tenderers in the same way as the Notice of Request for Tenders.
3. HEDNO shall, in no case whatsoever, bear any responsibility or liability to indemnify the Tenderers for any expense or damage they may have suffered in relation to the preparation and submission of their tender, especially in the event that this tender is not accepted or in the event of postponement or cancellation of the Request for Tenders, at any stage and at any time and for any reason whatsoever. Consequently, all participants in the Request for Tenders that submit tenders, regardless of whether they have been accepted, shall claim no right against HEDNO, stemming from this Notice of Request for Tenders and from their participation in the Request for Tenders.
4. Tenders which are submitted by Tenderers based on the terms of the Notice of Request for Tenders shall be considered as a proposal to HEDNO and not as an approval of their proposal.
5. Any omission in the submission of the tender or any missing signatures in any document shall not entitle the Tenderer to invoke said omission in order to be exempt or to enjoy reduced liability.