



Generation Planning &  
Performance Department

## CALL FOR TENDERS

INTERNATIONAL CALL FOR TENDERS UNDER OPEN PROCEDURE, WITH SEALED TENDERS AND AWARD THE MOST TECHNOECONOMICALLY ADVANTAGEOUS PROPOSAL / OFFER AMONG ALL TECHNICALLY ACCEPTABLE OFFERS FOR THE SELECTION OF THE CONSULTANT FOR THE PROJECT:

**“CONSULTING SERVICES FOR THE IMPLEMENTATION OF  
GENERATION’S BU BUSINESS PLAN”**

Athens, April 2009

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Generation Planning &  
Performance Department

**INQUIRY No:** DYPP-867

**PROJECT:** "CONSULTING SERVICES FOR THE IMPLEMENTATION OF  
GENERATION'S BU BUSINESS PLAN"

**Document 1 of 5**

**CALL FOR TENDERS**

**Generation Planning &  
Performance Department**

INQUIRY No: DYPP-867

PROJECT: "CONSULTING SERVICES  
FOR THE IMPLEMENTATION OF  
GENERATION'S BU BUSINESS  
PLAN"

**CALL FOR TENDERS**

Public Power Corporation S.A. (PPC S.A.), 30, Chalkokondili Street, Athens, GREECE, launches an international Open Procedure Call for Tenders with sealed Tenders, for the selection of a Contractor for the project «CONSULTING SERVICES FOR THE IMPLEMENTATION OF GENERATION'S BU BUSINESS PLAN».

The project has an estimated budget of four hundred thousand EUROS (€ 400.000), plus VAT (if applicable). The above budget constitutes an upper limit for the tenders.

The award criterion shall be the most technoeconomically advantageous proposal / offer according to the procedure described in the ARTICLE 6 of the Document "Bidding Terms and Procedures".

**ARTICLE 1. Time and Place for Tenders – Responsible Department.**

- 1.1. The Department responsible for all issues related to the present Call for Tenders is the "Generation Planning & Performance Department" of PPC S.A.
- 1.2. All Tenders shall be submitted to the Generation Planning & Performance Department, at the following address:  
Public Power Corporation S.A.  
Generation Planning & Performance Department  
56, Solomou Street,  
106 82 Athens, GREECE  
Phone numbers: +30-210-380 1721 / +30-210-332 3815

Closing date for the present call for tenders shall be Tuesday, the 5th of May, 2009 at 11:00 a.m.

Tenders may be also delivered to the secretariat of the Generation Planning & Performance Department at the same address by registered

mail or by courier by 11:00 a.m. on Tuesday, the 5th of May, 2009; in this case, the participant assumes full responsibility for both the timely delivery of the tender and the contents thereof.

- 1.3. All tenders must be submitted or mailed in a sealed envelope, bearing the name and the address of the participant and marked as follows:

***Tender for Inquiry DYPP-867 / 2009***

***Project: «CONSULTING SERVICES FOR THE IMPLEMENTATION OF GENERATION'S BU BUSINESS PLAN»***

## **ARTICLE 2. Project Summary.**

- 2.1. PPC is the largest electricity generator, the sole owner of transmission and distribution assets and the principal supplier of electricity in Greece, providing electricity to approximately 7.4 million. Generation Business Unit (GBU) is responsible for electricity generation in the interconnected system and in the autonomous islands excluding renewables. GBU is also responsible for the development of new thermal and large, over 15 MW of installed capacity, hydroelectric stations as well as for additions to the capacity of existing stations.
- 2.2. PPC has already elaborated a Business Plan – Restructuring Program for the period 2009 – 2014, a presentation of which can be found on PPC's website, an integral part of which is GBU's Business Plan. GBU has accordingly designed a restructuring plan with Generation specific initiatives in order to deliver the required operational efficiency improvements. GBU is seeking consulting services for timely and successful implementation of its restructuring plan.

## **ARTICLE 3. Eligibility for Participation.**

- 3.1. The present call for tenders is open to all companies, groups of companies, consortia and joint-ventures, having an extensive and sound experience in electricity generation and electric utilities market issues, who have undertaken and successfully completed within the last five (5) years at least one (1) project bearing significant similarities with the project in question.
- 3.2. A detailed description and record of the above project, including customer data (company name, address, phone numbers, person to contact) shall be included in the offer.

## **ARTICLE 4. Distribution of the present call.**

The present Call is available at PPC's official website: <http://www.dei.gr> → Call for Tenders → Summaries of Call for Tenders → Call for Tenders from Generation Division, or in the Greek version of the site:

<http://www.dei.gr> → Διακηρύξεις → Περιλήψεις Διακηρύξεων → Διακηρύξεις Διαγωνισμών Διακηρύξεις Διαγωνισμών Γεν. Δ/νσης Παραγωγής

- 4.1.** Copies of this Call are also available between 09:00 and 14:00 on working days, from the offices of the Generation Planning & Performance Department, at the following address:

56, Solomou Street (2<sup>nd</sup> Floor),  
GR 10682 Athens, GREECE

Contact Persons: Mr. D. Metikanis (+30-210-380 1721)  
Mr. N. Karafyllis (+30-210-332 3813).



Generation Planning &  
Performance Department

**INQUIRY No:** DYPP-867

**PROJECT:** "CONSULTING SERVICES FOR THE IMPLEMENTATION OF  
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**Document 2 of 5**

**PROJECT SPECIFICATION**



**Generation Planning &  
Performance Department**

INQUIRY No: DYPP-867

PROJECT: "CONSULTING SERVICES  
FOR THE IMPLEMENTATION OF  
GENERATION'S BU BUSINESS  
PLAN"

**PROJECT SPECIFICATION**

**ARTICLE 1. Introduction and Background.**

- 1.1. PPC S.A. is the largest electricity generator, the sole owner of transmission and distribution assets and the principal supplier of electricity in Greece.
- 1.2. PPC's Generation Business Unit (GBU) is responsible for electricity generation in the interconnected system and in the autonomous islands excluding renewables. It is also responsible for the development of new thermal and large, over 15 MW of installed capacity, hydroelectric stations as well as for additions to the capacity of existing stations.
- 1.3. GBU operates, throughout the interconnected system and the autonomous islands, 8 lignite-fired power stations, 37 oil-fired power stations and 2 oil-fired units at Lavrio power complex near Athens, 1 natural gas-fired power station at Aghios Georgios, 1 combined cycle gas turbine ("CCGT") power station at Komotini, 3 CCGT power units at Lavrio complex and 15 large hydroelectric stations.
- 1.4. The total installed generating capacity of GBU's stations is 12,760 MW. Of this total generating capacity, 11,022 MW is the capacity of the power stations connected to the interconnected system while Crete, Rhodes and the rest autonomous islands' installed capacity is 823, 234 and 681 MW respectively.
- 1.5. The number of GBU's employees is about 6,300.
- 1.6. PPC S.A. has elaborated a Business Plan – Restructuring Program for the period 2009 – 2014. Thus a compelling restructuring plan is deemed absolutely necessary in order to deliver bottom line operational improvements over time. Certain initiatives, challenging all

levers and all operating units of PPC, have been designed to achieve these improvements. Initiatives to enhance organizational effectiveness through better controls over financial, personnel and procurement matters must be accomplished in due time.

- 1.7. GBU has designed a restructuring plan, which is an integral part of GBU's business plan, with Generation specific initiatives in order to deliver the required operational efficiency improvements. These initiatives need to be launched in due course. Consultancy services are needed in order the agreed initiatives to be laid out in full detail suggesting proven approaches, projecting timelines, estimating resource requirements, and proposing a suitable project organization accordingly.
- 1.8. In this context GBU is looking to hire a Consultant with proven track record in similar projects in Power Plants, to assist in mapping the current situation, design, development and implementation of the appropriate initiatives and actions.

## **ARTICLE 2. Scope of work.**

- 2.1. The Consultant shall undertake the timely, complete, and economical execution of the Project: «CONSULTING SERVICES FOR THE IMPLEMENTATION OF GENERATION'S BU BUSINESS PLAN» in accordance with the current state of the art.
- 2.2. The services to be rendered by the Consultant are described as follows:
  - 2.2.1. GBU, within the context of the adopted Business Plan, and taking into account the need for operational improvement initiatives targeted to all elements affecting cost (labor cost accounting for the largest share) schedules the implementation, among others, of an imitative related to **Generation Cost Reduction**. According to this, special consideration should be given to:
    - Optimize processes in operation and maintenance. This will be done by developing an action plan quantifying the resulting impact of optimizing operation and maintenance processes used at unit/plant level.
    - Reduce / Optimize staffing levels. This should be done by defining the optimal personnel requirements of the Generation BU (plants and central services). Optimal staffing levels, per role and typical capabilities, as well differences versus existing situation must be defined and explained. Finally a list with the optimal staffing requirements per plant / central service, including the necessary and efficient number of FTE covering the actual needs, not only quantitatively but also qualitatively, should be presented.
    - Decrease / optimize outsourcing and volume of materials used. This will be done, among others, by reviewing and quantifying

plant sourcing versus outsourcing as well as purchasing processes and inventory management.

2.2.2. Steps to be followed. We can, indicatively, distinguish between three discrete phases.

(i) Phase 1. Mapping of existing situation.

During this phase the consultant will:

- ✓ Identify the processes.
- ✓ Prioritize the processes (possible criteria: frequency, number of people involved, financial impact, time duration etc).
- ✓ Select the top processes (after prioritization).
- ✓ Map/document existing top processes (as they currently take place).
- ✓ Map/document the number / qualifications of FTE involved at every stage of each process.
- ✓ Calculate the cost for running each process.
- ✓ Map/document how inventory is run and purchasing services practices used.
- ✓ Map/document the capabilities of the existing MIS.

(ii) Phase 2. Redesign.

During this phase, related to the items of the previous phase, the consultant will:

- ✓ Study possible changes in the organizational structure and the authority levels.
- ✓ Study the reengineering of processes for the top processes.
- ✓ Design new processes and define the number of employees needed (how many people at each stage) as well as skills, responsibilities and authority that these people need to have.
- ✓ Estimate the potential investment / resources required for implementing the new processes.
- ✓ Calculate the savings incurred by implementing the new processes.
- ✓ Document the changes needed in existing processes' manuals.
- ✓ Develop business requirements for a new MIS / redesign the existing where needed in order to support possible additional needs. Technical changes inside the MIS system, if needed, will be done by the MIS owner and are not part of consultants work.
- ✓ Study a migration plan, where needed.

- ✓ Study what training will be needed, for the people involved, to support redesign.
- ✓ Suggest mechanisms for sharing know-how inside/across Plants.
- ✓ Recommend how the Management will successfully communicate the reengineering process to the employees.
- ✓ Identify what steps are required prior to the initiation of the implementation of a new process

Important Notice 1: The option of gaining in depth knowledge for one or more Power Plants chosen and expanding the findings to other Power Plants accordingly can be considered.

Important Notice 2: It should be noticed that Consultant's work should be in line with PPC's HR policy.

Important Notice 3: Availability of data concerning previous studies related to past years' Business Plans and PPC's Strategic Plan as well as other studies related to this project should be considered.

(iii) Phase 3. Develop an Action Plan.

Actions concerning discrete initiatives ranging from target setting to performance monitoring should be consolidated to an Action Plan. With this Action Plan the consultant will provide:

- ✓ Detailed description of the authority levels (if there is a recommendation for them to change)
- ✓ Detailed description of new processes (people involved at each stage, skill-set)
- ✓ Targets' setting mechanisms for each part of the processes.
- ✓ Detailed business requirements for MIS system changes.
- ✓ Internal communication policy and mechanisms.
- ✓ Sharing know-how mechanisms.
- ✓ Detailed Implementation Plan:
  - Time Schedule
  - Resources and skill set required.
  - Responsibilities.
- ✓ Performance monitoring implementing both high level and department level KPIs, reporting and follow up of the implementation plan, including adequate coaching / capability building of PPC team.

2.2.3. While there are also opportunities to increase the efficiency and /or availability, this will not be included in this project.

- 2.2.4. The Consultant must explicitly state his availability and willingness to continue, upon request, his cooperation with PPC regarding, in part or in total, this project and especially the implementation of initiatives and measures proposed.
- 2.3. The technical proposal of the successful Consultant shall constitute Appendix A of the contract to be signed, comprising an integral part thereof.

### **ARTICLE 3. Deliverables – Milestones.**

The work of the Consultant shall be summarized and submitted to the Client in three reports, as follows:

- «Project Report – Milestone #1» shall include all findings / discussion / recommendations pertaining to the items in phase 1, subparagraph 2.2.2. (i) of the present document.
- «Project Report – Milestone #2» shall include all findings / discussion / recommendations pertaining to the items in phase 2 subparagraph 2.2.2. (ii) of the present document.
- «Project Report – Milestone #3» shall include all findings / discussion / recommendations pertaining to the items in phase 3, subparagraph 2.2.2. (iii) of the present document.

All reports shall be fully substantiated on the basis of data and / or facts; recommendations shall be backed up by explicit reasoning and presentation of the logic applicable.

### **ARTICLE 4. Project deadlines.**

Project deadlines shall be based on the report grouping scheme used in ARTICLE 3, above, as follows:

- Delivery of «Project Report – Milestone #1»: one (1) month after the date of contract enforcement.
- Delivery of «Project Report – Milestone #2»: two and a half (2,5) months after the date of contract enforcement.
- Delivery of «Project Report – Milestone #3»: three (3) months after the date of contract enforcement.



Generation Planning &  
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**INQUIRY No:** DYPP-867

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**Document 3 of 5**

**BIDDING TERMS AND PROCEDURES**



**Generation Planning &  
Performance Department**

INQUIRY No: DYPP-867

PROJECT: "CONSULTING SERVICES  
FOR THE IMPLEMENTATION OF  
GENERATION'S BU BUSINESS  
PLAN"

**BIDDING TERMS AND PROCEDURES**

**ARTICLE 1. Parts and Documents of Inquiry.**

- 1.1. The present Inquiry comprises all of and only the following Parts (Documents):
- Call for Tenders (Document 1 of 5)
  - Project Specification (Document 2 of 5)
  - Bidding Terms and Procedures (Document 3 of 5)
  - Contract Specimen (Document 4 of 5)
  - Confidentiality Agreement Specimen (Document 5 of 5)

**ARTICLE 2. Budget of the Project – Award Criterion.**

- 2.1. The project has an estimated budget of four hundred thousand EUROS (€ 400.000), plus VAT (if applicable). The above budget constitutes an upper limit for the Tenders.
- 2.2. All Bidders are required to provide, in their financial proposal the lump-sum for the total project cost, as it is elaborated in detail in their technical offers. The amount offered shall be inclusive of all cost elements necessary for the implementation of the project, including but not limited to all direct and indirect taxes and duties in connection with the performance of services by the Consultant or imposed by any law. Said amount shall not include VAT, if applicable; VAT shall be covered by PPC.
- 2.3. No breakdown of the total cost by project task or type of service is required; in case such a breakdown is included in the offer, it shall have no effect on the contract structure and payment procedures, as

they are specified in the «Contract Specimen» (Document 4 of 5) of the present Inquiry.

- 2.4. The award criterion shall be the most technoeconomically advantageous proposal / offer according to the procedure described in the ARTICLE 6 of this Document.
- 2.5. All prices offered shall be indicated exclusively in Euro; any offers indicating prices in any other currency or including any dependence of the prices offered in Euro to the rate between Euro and any other currency shall be rejected.
- 2.6. No price readjustment will be accepted.
- 2.7. Counter-offers shall in no case be accepted.

### **ARTICLE 3. Validity of Tenders.**

All Tenders shall explicitly indicate that they are valid and binding for the Bidder for a time period of one hundred and twenty (120) days, starting the next day from the deadline for submission of Tenders. Tenders setting a shorter period of validity are considered unacceptable and thus shall be unquestionably rejected.

### **ARTICLE 4. Preparation of Tenders.**

- 4.1. All tenders shall be submitted in two (2) original copies, duly signed on all pages.
- 4.2. All tenders shall be submitted only in the Greek or the English language. Any documents / certificates pertaining to the Consultant's status and/or validation, issued in any other language by the authorities of the country, in which the Consultant is established, must be accompanied by a duly certified translation into the Greek or English Language.
- 4.3. All tenders shall be submitted in one (1) sealed envelope, named "TENDER ENVELOPE", bearing the name and the address of the Bidder and marked as follows:

***Tender for Inquiry DYPP-867 / 2009***

***Project: «CONSULTING SERVICES FOR THE IMPLEMENTATION OF GENERATION'S BU BUSINESS PLAN»***

- 4.4. Each TENDER ENVELOPE shall include the following three (3), separate and sealed ENVELOPES
  - A. «ENVELOPE A – LEGALIZATION DOCUMENTS»
  - B. «ENVELOPE B – TECHNICAL PROPOSAL»
  - C. «ENVELOPE C – FINANCIAL OFFER»

4.4.1. The «ENVELOPE A - LEGALIZATION DOCUMENTS» shall bear the name and the address of the Bidder and shall be marked as follows:

***Tender for Inquiry DYPP-867/2009***

***Project: «CONSULTING SERVICES FOR THE IMPLEMENTATION OF GENERATION'S BU BUSINESS PLAN» - «ENVELOPE A – LEGALIZATION DOCUMENTS»***

It shall contain:

- 4.4.1.a. Participation Letter of Guarantee, for a sum of ten thousand Euros (10.000 €) according to the Specimen A attached hereto.
- 4.4.1.b. Declaration of unreserved acceptance of all Terms and Conditions set forth by PPC for the present Call for Tenders, according to the Specimen B attached hereto.
- 4.4.1.c. Declaration of acceptance of the validity term of the bid set forth in ARTICLE 3 hereinabove, prepared according to Specimen C attached hereto.
- 4.4.1.d. Declaration of Joint responsibility of the firms – members in case of a bid submitted by a group of companies, consortium or joint venture prepared according to Specimen D attached hereto.
- 4.4.1.e. Bidder's Identification Sheet, bearing information as to the corporate name, organization, address, contact numbers etc. as well as the Bidder's legal status and VAT number.
- 4.4.1.f. Recent extract (issued during the last three months as from the date of the unsealing of the offers) from the judicial record establishing that bidder has not been convicted or copy of extract from such record establishing that bidder 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 also to Law 3560/2007 in force from time to time, fraudulent bankruptcy and money laundering in accordance with the legislation in force from time to time. Said extracts shall refer (depending on the legal status of the bidder) to the CEO and the President of the Board of Directors or to the administrators or to the partners or to the person who participates in the bidding.
- 4.4.1.g. Proof of Bidder's legal existence and status (such as Articles of Association) and/or Certificate of enrolment, as prescribed in his country of establishment, in the relevant professional or trade registers.
- 4.4.1.h. Recent certificate (issued during the last six months as from the date of the unsealing of the offers) issued by the Clerk of the Court of first instance of the bidders' seat or, in regard

to foreign firms, issued by the appropriate authorities of the country where the firm has its seat, evidencing that the latter has not been declared bankrupt as well as a similar certificate to the effect that no petition in bankruptcy has been filed against the bidder and is pending.

The certificates shall also refer, as the case may be, to the partners, the administrators, the CEO and the President of the Board of Directors or to the person who participates in the bidding.

In case there is no appropriate authority for the issuing of the above certificates, the bidder shall submit an official declaration of the representative of the company before the competent judicial or administrative authorities or a notary public or the competent register/chamber of commerce, declaring on behalf of the company that there is no authority for the issuance of the concerned certificates, that the latter has not been declared bankrupt and no petition in bankruptcy has been filed against the bidder and is pending. The declaration shall also refer, as the case may be, to the general partners, the administrators, the CEO and the President of the Board of Directors.

4.4.1.i. In the event of submittal of bids by group of companies, consortia or joint ventures, each firm shall submit

- The above mentioned particulars under 4.4.1b, c, e, f, g, h.
- The declaration of 4.4.1 d.

The relevant consortium, group of companies agreement showing the participation percentage of each member.

Note: The Bidder has the option not to include the required proofs, mentioned in paragraphs 4.4.1.f., 4.4.1.g. and 4.4.1.h, in the ENVELOPE. In this case, the bidder must include in Specimen B attached hereto, the following text: "I declare 1. that the following persons (depending on the legal status of the bidder) have 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 also to Law 3560/2007 in force from time to time, fraudulent bankruptcy and money laundering in accordance with the legislation in force from time to time. 2. that the required for this Call proofs (as described by 4.4.1.f. and 4.4.1.h.) exist. I also declare that all the above (documents mentioned in 4.4.1.f., 4.4.1.g. and 4.4.1.h) will be submitted within five (5) working days upon request of PPC during the period that this offer is valid. Refusal or inability to submit these documents allows PPC to without further notice reject the Tender".

4.4.2. The «ENVELOPE B - TECHNICAL PROPOSAL» shall bear the name and the address of the Bidder and shall be marked as follows:

***Tender for Inquiry DYPP-867/2009***

***Project: «CONSULTING SERVICES FOR THE IMPLEMENTATION OF GENERATION'S BU BUSINESS PLAN» - «ENVELOPE B - TECHNICAL PROPOSAL»***

It shall contain:

- 4.4.2.a. A detailed description of Bidder's past experience, especially references on previous experience in consulting on the subject of this project.
- 4.4.2.b. Detailed description and record of the project, bearing significant similarities with the project in question, which the Bidder has undertaken and successfully completed within the last five (5) years and which the Bidder shall use to meet the requirement set forth by the present Call for Tenders regarding the eligibility for Participation in the Tender, according to paragraph 3.1 of the Document "Call for Tenders". In particular, for this project, the following shall be included in the offer:
- Name and Address of Client.
  - Contact Person(s), incl. phone numbers.
  - Detailed description of the project task(s) undertaken.
  - The role assumed by the Bidder.
- 4.4.2.c. The technical proposal for the project of the present Call for Tenders, prepared according to the following provisions:
- A presentation of the understanding by the Consultant of the problem and the general methodological approach he proposes to follow.
  - A description of the services to be offered by task, as envisaged by the Consultant, the corresponding methodology, and the proposed consultation and reporting requirements.
  - Timetable of the project and deadlines for the deliverables, according to the terms of the present Call.
  - Detailed description of the organogram to be established for the management of the Project. Availability of Greek speaking and understanding personnel is considered a plus. Detailed proposed time schedule and project organization including assignment of person(s) to each project task with reference to man-hours (man-days, man-months) per person and task.
  - Detailed CVs of personnel committed to work for the project, with emphasis on experience relevant to their work on this project.

4.4.3. The «ENVELOPE C - FINANCIAL OFFER» shall bear the name and the address of the Bidder and shall be marked as follows:

***Tender for Inquiry DYPP-867/2009***

***Project: «CONSULTING SERVICES FOR THE IMPLEMENTATION OF GENERATION'S BU BUSINESS PLAN» - «ENVELOPE C - FINANCIAL OFFER»***

It shall contain:

The financial offer of the Bidder, prepared according to the provisions of ARTICLE 2 hereinabove.

#### **ARTICLE 5. Submission / Presentation of Offers.**

- 5.1. Proceedings concerning the submission, opening and evaluation of Offers for the present Call for Tenders will be conducted by an Evaluation Committee, appointed by PPC for the present Call of Tenders.
- 5.2. Closing date for the present Call for Tenders shall be Tuesday, the 5th of May, 2009 at 11:00 a.m.
- 5.3. All Tenders may be either submitted in person within the last fifteen (15) minutes prior to the expiration of the above closing date or mailed in due time to be registered by the aforementioned closing date and time in the Generation Planning & Performance Department secretariat, at the following address:

Public Power Corporation S.A.  
Generation Planning & Performance Department  
56, Solomou Street,  
106 82 Athens, GREECE  
Phone numbers: +30-210-3801721 / +30-210-332 3815

In the case of submission by registered mail, the Bidder assumes full responsibility for both the timely delivery of the tender and the contents thereof.

#### **ARTICLE 6. Unsealing and Evaluation of Tenders.**

- 6.1. Unsealing of the Tenders will take place in the premises of Generation Planning & Performance Department of PPC, 6<sup>th</sup> floor of 56, Solomou Street, at the time specified in paragraph 5.2 above.
- 6.2. On the closing date and time the Evaluation Committee shall proceed with unsealing of all TENDER ENVELOPES (Stage A). The Envelopes marked as "ENVELOPE C - FINANCIAL OFFER" shall remain sealed.
- 6.3. The contents of «ENVELOPE A – LEGALIZATION DOCUMENTS» for each of the Tenders shall be checked against the provisions of ARTICLE

4.4.1 hereinabove, and the contents of «ENVELOPE B - TECHNICAL PROPOSAL» shall be checked against the provisions of ARTICLE 4.4.2. Thereafter the Unsealing Committee shall determine which of the Tenders shall be declared as "Formally Accepted" or "Formally not Accepted".

#### 6.4. Evaluation of Tenders

The Evaluation of the Tenders shall be based on the combined evaluation of both the Technical Proposal (Weighting Factor 70%) and of the Financial Offer (Weighting Factor 30%).

##### 6.4.1. Technical Evaluation (Stage B)

Technical Evaluation shall be made only for tenders that are declared as "Formally Accepted" as well as for those that were initially declared as "Formally not accepted" but were subsequently vindicated by objection.

6.4.1.a On a suitable date to be determined the "Formally Accepted" Consulting Companies will be invited to present, clarify and discuss their proposals to the authorized Evaluation Committee of PPC S.A. The presentations will take place at 41, Solomou Street, 6th floor, 106 82 Athens, GREECE. The estimated duration of each presentation (including discussion) is 60 min. Participating Companies will be officially notified, for the exact starting time of their presentation.

Taking into account the presentation of all Proposals the Evaluation Committee evaluates the Technical Proposals and compiles a marking table as described in par. 6.4.1.b.below.

Technical evaluation will be based, without, however, being limited, to the following:

- The proven sound expertise and know how of the bidder in electricity generation and electric utilities issues.
- The data submitted regarding the project, bearing significant similarities with the project in question, which the Bidder uses to meet the requirement set forth by the present Call for Tenders regarding the eligibility for Participation in the Tender, according to paragraph 3.1 of the Document "Call for Tenders". The similarity between this project and the project in question as well as the role assumed by the Bidder shall be assessed.
- The Technical Proposal itself. The understanding by the Consultant of the problem of the project in question, the general methodological approach he proposes to follow and the integrity of the technical proposal (project management, timetable proposed, personnel assignment etc.) shall be assessed.

6.4.1.b The marking of the Technical Offers will be conducted by assigning marks to each one of the criteria listed below as follows:

- 0 : when the Offer is unacceptable with reference to the criterion.*
- 1-2 : when the Offer is inadequate with reference to the criterion.*

3-4 : when the Offer is satisfactory with reference to the criterion.

5 : when the Offer is excellent with reference to the criterion.

The criteria to be taken into consideration are:

Understanding and Clarity criterion (Weighting Factor or W.F. 30%):

Understanding of project requirements and clarity of the technical proposal with regards to the terms of the present Tender and especially consideration to meet in complete project requirements. Conceptual clarity of the project and of its requirements and development of efficient concept approach.

Methodology and Project Management criterion (W.F. 30%).

Relevancy of methodology and availability of specialized tools for the implementation of the proposed methodology, efficient project implementation and project organization, timetable and proposed work flows, proposed organogram for the provision of services, as well as thoroughness and actionability of proposed end products.

Institutional and Project Team qualifications, competence and relevant experience (W.F. 40%).

Number and scope of relevant projects carried out by the bidder worldwide, including, but not limited to, the eligibility Project, global network of expert consulting staff and relative experience. Competence and expertise of project team's staff, assignment of personnel to project tasks, relevancy of specialties and experience of project team staff, project team's overall competence and know-how.

It should be noticed that in case that the Project, required according to Article 3 of the Document 1 of 5 "Call For Tenders" of the present Call for Tenders, do not fulfill the eligibility criterion a zero (0) marking for this criterion will be assigned.

The weighted marking of each Proposal, for each of the above noted three criteria, is the product of the particular to each criterion weighting factor and the marking of the Proposal received for this specific criterion. The total Technical Marking of each Proposal (TMi) is the sum of the three above noted weighted markings of the Proposal.

Thereafter the Evaluation Committee shall determine which of the Tenders shall be declared as "Technically Accepted" or "Technically not Accepted".

As "Technically not Accepted" shall be declared those Technical Proposals that scored at least one zero marking as well as those whose the Technical Evaluation total marking is below three (< 3,0).

#### **6.4.2. Economic Evaluation (Stage C)**

Economic evaluation concerns only the bids which after the Technical Evaluation were "Technically Accepted", including those that were accepted following the trial of a relevant objection.

The Evaluation Committee shall proceed with unsealing the separate envelopes marked «ENVELOPE C - FINANCIAL OFFER» of all "Technically Accepted" Tenders. All Bidders, whose Tenders were classified as "Technically Accepted" shall be officially notified about the

date and time of unsealing the «ENVELOPE C - FINANCIAL OFFER». Further down, the Evaluation Committee shall examine the presence and adequacy of the economic elements, according to the provisions of Article 2.

#### **6.5. Award of the contract**

Award of the contract shall be based on the most technoeconomically advantageous Proposal of those found "Technically Accepted" according to the procedure described above.

The most technoeconomically advantageous Proposal is the one presenting the highest Total Proposal Mark (TPMi). The Total Proposal Mark is computed for each Proposal (i) as follows:

$$\text{Total Proposal Mark: } TPMi = [T Mi / TMmax] * 0,70 + [FMmin / F Mi] * 0,30$$

Where:

TMi: the total technical marking for the Proposal (i),

TMmax: the maximum total technical mark among the Proposals found complete and acceptable according to the procedure described above,

F Mi: the financial offer of the Proposal (i),

FMmin: the lowest financial offer among the Proposals found complete and acceptable according to the procedure described above.

### **ARTICLE 7. Objection Procedures.**

**7.1.** Bidders shall be entitled to contest by virtue of objection enforceable acts of PPC connected with the selection procedures, which they consider as affecting their interests in an unlawful manner. Objections shall be filed with the Department of Generation Planning and Performance Department, at the address specified in paragraph 5.3.hereinabove, within a time period of five (5) days from the date contested act came to the knowledge of the objecting party.

**7.7.1.** Objections shall be heard by "PPC's competent administrative body" who shall give notice in writing of his decision to the objecting parties concerned.

**7.7.2.** Objections have a suspensive effect on the bid's procedure until a final judgment has been reached by "PPC's competent administrative body".

### **ARTICLE 8. Contract Award.**

**8.1.** The Bid is not finalized prior to the approval of its result by PPC's competent administrative body. The decision of approval includes any eventual improvements of the offer accepted by the successful Bidder.

- 8.2.** The award of the Project is notified to the Contractor by letter inviting him to proceed with the conclusion and signing of the Contract within 15 days. The Contractor, in case of a Group, is obliged in order to sign the Contract to be converted to a Joint Venture of Article 2 of Decree-Law 186/92 as it applies. If Contractor does not appear within the above time limit the Corporation is entitled to declare him forfeited.
- 8.3.** In the case of a consortium, the award shall be made in the names of all the Members of the Group; in that a clause shall be included in the Contract Agreement providing that the members of the Consortium are fully responsible against PPC, jointly and severally, concerning the fulfillment of their obligations, resulting from the Contract Agreement.
- 8.4.** PPC reserves the right to cancel the procedure initiated by the present Call for Tenders according to the following:
  - 8.4.1.** In case of breach of the rules of the procedure, if the result of the Procedure is influenced by such a breach.
  - 8.4.2.** In case the result of the Procedure is considered justifiably not satisfactory for the Corporation.
  - 8.4.3.** In case competition was inadequate, or if there is serious evidence that there has been an agreement between the Bidders to avoid real competition.
  - 8.4.4.** In case there have been essential changes in the needs of the Corporation.
- 8.5.** The Contract shall be drawn up according to the "Contract Specimen" included in the present Call for Tenders (Document 4 of 5).

#### **ARTICLE 9. PPC's Reservations and Rights**

- 9.1.** By participating in the present Bid a Bidder unreservedly declares that he is fully aware of the terms as well as of all the data and parts of the Inquiry.
- 9.2.** PPC reserves the right to postpone the closing date of the present Call for Tenders or to modify any part of the Inquiry. These modifications shall be included in Supplement(s) to the Inquiry, the issue of which shall be officially announced.
- 9.3.** PPC shall in no case be responsible or liable to indemnify Bidders for any expense or cost Bidders may have sustained for the preparation and submission of their offer, particularly in case their offer is not accepted or the Procedure is cancelled or postponed or transferred at any stage and time and for any reason or cause thereof. Consequently, those who participate in the present Bid and submit the offer, independently of whether they have been finally accepted or not, do not acquire any right at all against PPC from this Inquiry and their participation to the Bid.

- 9.4. Any Tender, submitted according to the terms of the present Inquiry, is considered as proposal to PPC and not as an acceptance of PPC's proposal.
- 9.5. No Bidder is entitled to invoke any omissions in the submission of the offer or in signing of any document in order to be exempted from or diminish his liabilities.
- 9.6. The terms and restrictions concerning the submission of offers are to PPC's benefit, which has the right to waive them, without such an action however providing any right to the Bidders or any other third parties.

#### **ARTICLE 10. Participation Letter of Guarantee.**

- 10.1. The Bidder along with its Tender shall submit a Participation Letter of Guarantee, whose text shall be according to the attached hereto Specimen A. The participation letter's height and the way of its submission are defined in the next paragraphs.
- 10.2. Bidders submitting a Tender under the present Call for Tenders must submit a Participation Letter of Guarantee for a sum of ten thousand euros (10,000 €).
- 10.3. Participation Letter of Guarantee will be enclosed in the «ENVELOPE A – LEGALIZATION DOCUMENTS».
- 10.4. If no reason arises for the said Participation Letter of Guarantee to be forfeited on PPC's favour, according to the terms of the present Call it shall be returned to its issuer it was issued from, if the contract is not awarded to the Bidder and/or upon the expiration of the validity period of his Tender. In case of award to the Bidder, the said Letter of Guarantee shall be released after the signing of the Contract which is to be concluded with the Bidder and upon the deposition of the Good Performance Letter of Guarantee.

#### **ARTICLE 11. Good Performance Letter of Guarantee.**

- 11.1. With the signed Contract the Contractor shall deliver to PPC a Good Performance Letter of Guarantee issued at the Contractor's own expenses and by a Bank of PPC's approval, made out according to the Specimen E attached hereto and covering an amount in Euros of 10% of the value of the Contractor's Financial Offer.

The Bidder's delay in delivering the said Letter of Guarantee entitles PPC to terminate the Contract immediately, while the Bidder will be responsible towards PPC for all damages possibly occurring and shall refund to PPC all without exception the amounts paid to him in advance, together with demurrage interest. If required and in order to assure the said refund, PPC may, according to its judgment, proceed to

the forfeiture of the Participation Letter of Guarantee already in its hands.

The said Letter will be returned to the issuer it was issued from, upon the Delivery of «Project Report – Milestone #3», as described in Article 4 of the Document 2 of 5 “Project Specification” of the present Call for Tenders, and upon Contractor’s request after full and complete fulfilment of all without exception his contractual obligations and after the final clearance of the accounts.

**ATTACHMENTS HERETO:**

- Specimen A
- Specimen B
- Specimen C
- Specimen D
- Specimen E

**SPECIMEN A**

**LETTER OF PARTICIPATION GUARANTEE**

TO:

PUBLIC POWER CORPORATION

30, Chalkokondili street, Athens 104 32 GREECE

DATE .....

.....

We wish to inform you that we irrevocably and unreservedly guarantee in favour of your Bidder (1) ..... having its seat or domiciled in (2) ..... waiving expressly and unreservedly the exception of claiming the benefit of option and our right objections of all kinds, including the principal obligor's non-individual objections and particularly any other objection as from articles 852-856, 862-864 and 866-869 of the Greek Civil Code, and renouncing of all our rights deriving from the above articles ,we are severally responsible towards you and as principal obligors, with up to the sum of ..... (3) ..... for the participation of the said supplier in the Bid under Inquiry No (4)..... to be held on (5) ..... for ..... according to the terms and specifications of your Inquiry and its supplements, a copy of which was delivered to us, its reception being confirmed by the present.

The above guarantee refers only to the obligations deriving from the participation in the aforementioned Bid up to the signing of the relative contract by Bidder in case of an award to him, and the delivery by him to you of a Letter of Good Performance Guarantee in accordance with your instructions, but in no event whatsoever does it refer to the obligations deriving from the performance of such a contract.

In the event as a consequence of the above guarantee and according to your free and uncommitted judgment you will decide and inform us that the said Bidder is in default with regard to any obligation assumed by him in connection with his participation in the above Bid, 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 upon demand, without any authorisation, action or consent of the Bidder hereinabove mentioned being required for such payment, nor any opposition, exception, objection or recourse to arbitration and/or Courts to be eventually by above Bidder demanding non-forfeiture or sequestration of this Letter of Guarantee being considered.

We further declare that our present guarantee shall remain in full force and effect, until any and all obligations assumed by the Bidder by virtue of his participation in the above bid will have been fulfilled and this letter of guarantee will be returned to us together with a declaration from you releasing us from the present guarantee.

-----

**NOTE:** On blank spaces to be inserted:

- (1) The business trade name of the Bidder.
- (2) The address of Bidder's seat is to be inserted here.
- (3) The amount of Participation Bond is to be inserted here.
- (4) Number of Inquiry to be inserted.
- (5) Closing date for the submission of the Bids is to be inserted here.

**SPECIMEN B**

**DECLARATION OF ACCEPTANCE  
OF THE BIDDING AND CONTRACTING TERMS**

The ..... herein below  
signed.....  
..... , lawfully representing the Firm .....  
....., bidding against Public Power Corporation's  
Inquiry No..... declare that I took cognizance of all Bidding and  
Contracting Terms, enunciated in the respective Inquiry, I studied and  
accept them irrevocably and unreservedly in the name of said firm.

Signature.....

Date.....

**SPECIMEN C**

**BIDDER'S ACCEPTANCE OF THE VALIDITY OF THE BIDS STATEMENT**

The ..... herein below  
signed.....  
....., duly representing the Firm  
.....  
....., bidding against Public Power Corporation's Inquiry  
No....., declare that I accept irrevocably and unreservedly that the  
Bid No..... of this Firm to the above Inquiry is valid for.....(\*)  
calendar days, according to the provisions in Article 3 of the Document  
"Bidding Terms and Procedures".

Signature.....

Date.....

(\*) The number of calendar days, not less than one hundred and twenty (120) is to be inserted here in figures and words.

**SPECIMEN D**

**GROUP OF COMPANIES - CONSORTIUM**

.....  
.....

Athens, .....

TO:  
PUBLIC POWER CORPORATION  
30, Chalkokondili Street, Athens 104 32 GREECE

**DECLARATION**

The undersigned representatives of the Firms .....  
.....,  
.....,  
.....,  
.....  
.....

participating as a Consortium in the Inquiry No.....for the  
.....

**Declare**

that the members of the Group of Companies, Consortium are fully responsible against PPC, jointly and severally, concerning the fulfillment of their obligations, which result from their Bid for the above Inquiry.

On behalf of

.....  
.....

On behalf of

**SPECIMEN E**

**GOOD PERFORMANCE LETTER OF GUARANTEE**

TO:  
PUBLIC POWER CORPORATION  
30, Chalkokondili Street, Athens 104 32 GREECE

DATE .....

We wish to inform you that, waiving expressly and unreservedly the exception of claiming the benefit of option as well as our rights deriving from articles 852-856, 862-864 and 866-869 of the Greek Civil Code, we hereby expressly, irrevocably and unreservedly guaranteed as principal obligors in favour of your Contactor (1) ..... having its seat in (2) ..... up to the sum of (3) ..... for the exact, faithful fulfilment of every and all obligations assumed by your said Contactor pursuant to the Contract No (4)..... which provides for (5)..... entered into with you, the contents of which are known to us.

In the event, as a consequence of the above guarantee, you will decide, that the said Contactor 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 the guaranteed sum, either in total or in part, according to your instructions and immediately upon your demand, without any authorisation, action or consent of the Contractor hereinabove mentioned being required for such payment nor any opposition, exception objection or recourse to arbitration or the Courts thereof to be eventually instituted by the above Contractor shall be taken into consideration.

We further declare that our present guarantee, shall remain in full force and effect until any and all obligations assumed by the Contractor by virtue of the above Contract and its supplements, not increasing the initial contract price, are fulfilled but however, not later than (6).....when this letter of guarantee is returned to as together with a written declaration from you releasing us from the present guarantee. Furthermore we declare that we shall extend the validity of this guarantee, at your request, made in writing prior to the expire date of this guarantee.

-----  
NOTE: In blank spaces to be inserted:

- (1) The business trade name of the Contractor.
- (2) The address of Contractor's seat.
- (3) The maximum guarantee amount.
- (4) Number (identification) of the Contract, as referred to on the first page of such Contract
- (5) Full description of the services to be offered.

(6) The date (day, month, year) six months after the date of the last contractual delivery, unless otherwise stated in the Contract.



Generation Planning &  
Performance Department

**INQUIRY No:** DYPP-867

**PROJECT:** "CONSULTING SERVICES FOR THE IMPLEMENTATION OF  
GENERATION'S BU BUSINESS PLAN"

**Document 4 of 5**

**CONTRACT SPECIMEN**



Generation Planning &  
Performance Department

INQUIRY No: DYPP-867

PROJECT: "CONSULTING SERVICES FOR  
THE IMPLEMENTATION OF  
GENERATION'S BU BUSINESS  
PLAN"

**CONTRACT SPECIMEN**

**CONTRACT** : No .....

**PROJECT** : "CONSULTING SERVICES FOR  
THE IMPLEMENTATION OF  
GENERATION'S BU BUSINESS  
PLAN"

In Athens today, ....., between the contracting parties herein, on the one hand the Public Power Corporation, (hereinafter called "Client" or "Corporation" or "PPC"), having its registered office in Athens, 30 Chalkokondili Street, legally represented by Mr. Demitrios Metikanis, Director of Generation Planning and Performance Department and on the other hand ....., (hereinafter called "Consultant" or "Contractor") having its registered office in ....., legally represented herein by Mr. ...., the following have been agreed upon and accepted without reservations:

**ARTICLE 1. VOLUMES OF THE CONTRACT.**

The Contract consists of the following Volumes, which, duly signed by the contracting parties, form an integral part thereof:

- a. Contract Agreement
- b. Technical Terms

**ARTICLE 2. GENERAL PROVISIONS.**

**2.1. Language.**

This Contract has been executed in the English language which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

All further communication between the parties as well as all reports related to this contract shall be executed and / or delivered in the Greek or English language.

All texts pertaining to the Greek legal and regulatory framework as well as any other texts that are available only in the Greek language and that are required for the purpose of performing the scope of work of this contract, shall be furnished by PPC to the Contractor in the Greek language.

**2.2. Relation between the Parties.**

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Client and the Contractor. The Contractor subject to this Contract, has complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by it or on its behalf hereunder

**2.3. Notices.**

Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, e-mail or fax to such Party at the following address:

For the Client:

PUBLIC POWER CORPORATION S.A.  
Generation Planning & Performance Department  
56, Solomou Str.,  
106 82 Athens, GREECE  
Tel.: 0030 210 380 1721  
Fax: 0030 210 332 3815  
e-mail: [d.metikanis@dei.com.gr](mailto:d.metikanis@dei.com.gr)

For the Contractor:

.....  
Address: .....  
Tel.: .....  
Fax: .....  
e-mail: .....

In case of e-mail or fax transmission, such notice request or consent shall be deemed to have been delivered if a correct answer back or transmission okay message has been received and the relevant message has been sent by mail simultaneously.

#### **2.4. Authorised Representatives.**

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Consultant may be taken or executed by the officials specified hereafter:

For the Client:

Name: .....  
Address: .....  
Tel.: .....  
Fax: .....  
e-mail: .....

For the Contractor:

Name: .....  
Address: .....  
Tel.: .....  
Fax: .....  
e-mail: .....

### **ARTICLE 3. OBJECT OF THE CONTRACT**

The Consultant shall undertake the timely, complete, economical and in accordance with the current state of the art execution of the Project: «CONSULTING SERVICES FOR THE IMPLEMENTATION OF GENERATION'S BU BUSINESS PLAN».

The services to be rendered by the Consultant are described as follows:

[ARTICLE 2 of the Document "Project Specification" will be inserted].

### **ARTICLE 4. CONSULTANT'S PERSONNEL**

#### **4.1. Description of Personnel.**

The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Consultant's Key Personnel are described in Appendix A. The Key Personnel listed by title as well as by name in Appendix A are hereby approved by the Client. The Contractor is solely responsible in connection with, and toward, his employees, and shall arrange and provide for their insurance.

#### **4.2. Removal and/or Replacement of Personnel.**

a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.

- b) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

## **ARTICLE 5. DELIVERABLES AND TIME SCHEDULE**

According to ARTICLES 3 and 4 of the Document 2 of 5 "Project Specification".

## **ARTICLE 6. OBLIGATIONS OF THE CONSULTANT**

### **6.1. General.**

- a. The Consultant shall perform the Services and carry out his obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods.
- b. Consultant and Client will cooperate on a continuous basis during the execution of the Contract and Consultant shall make available to the Client any and all interim reports and documents for review prior to finalization of each of the items (tasks). Project meetings will take place at the premises of the Client.
- c. In the event that Services are not performed in accordance with the Contract, the Client shall give substantiated notice of the same to the Consultant. The Consultant shall, upon receipt of such notice, forthwith re-perform such Services in accordance with the Contract and at his own cost.
- d. The Parties agree that in the event of any re-performance of Services by the Consultant, pursuant to Article 5. paragraph 1.c., any resultant extension of time shall be kept to a minimum and that the Consultant shall not be entitled to claim any escalation for Services delayed as a result of such re-performance.

### **6.2. Conflict of Interests.**

Neither the Consultant nor the Personnel thereof shall engage, either directly or indirectly, during the term of this Contract, in any business or professional activities in the Client's country, which would cause them to violate the terms of this Contract

### **6.3. Confidentiality.**

The Parties, in addition to the present contract have also concluded and signed a "Confidentiality Agreement", the provisions of which shall be applicable to all and any information provided by PPC to the Contractor pertaining to the work of this contract.

### **6.4. Consultant's Actions Requiring Client's Prior Approval.**

The Consultant shall obtain the Client's prior approval in writing before appointing such members of the Personnel not listed by name in Appendix A.

**6.5. Reporting Obligations.**

The Consultant shall submit to the Client the reports and documents specified in the Contract in the form, in the numbers, and within the periods set forth in the said Contract.

**6.6. Documents Prepared by the Consultant to Be the Property of the Client.**

All reports and other documents and software submitted by the Consultant in accordance with the Contract shall become and remain the property of the Client, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents and software but shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.

**ARTICLE 7. OBLIGATIONS OF THE CLIENT**

**7.1. Assistance.**

The Client will provide the Contractor with any reasonable assistance required in Greece (services, facilities etc.).

**7.2. Documents.**

The Client will make available to the Contractor all relevant data concerning the Project.

**7.3. Payment.**

In consideration of the Services performed by the Contractor under this Contract, the Client shall make to the Contractor such payments and in such manner as it is provided by Articles 7 and 8 of this Contract.

**ARTICLE 8. CONTRACT PRICE**

**8.1.** The Contract Price of the Project, excluding VAT, amounts to:

..... Euros  
(..... Euros)

**8.2.** Remuneration will be paid to the Consultant in their full and complete compensation, including all kinds of costs created in relation to the execution of the Contract. The Contract Price is constant and is not subject to any kind of escalation or readjustment.

**ARTICLE 9. MODE OF PAYMENT**

**9.1.** Payments to the Contractor are due for services rendered when the services have been performed according to this Contract satisfactorily, as verified by the Generation Planning & Performance Department of PPC.

- 9.2.** Lump sum payments will be made to the account of the Consultant and according to the following payment schedule:
- 30 % of the Contract Price amount shall be paid upon approval of the Project Report – Milestone #1.
  - 40 % of the Contract Price amount shall be paid upon approval of the Project Report – Milestone #2.
  - 30 % of the Contract Price amount shall be paid upon the completion of the project and the approval of the Project Report – Milestone #3.

«Approval» as used in this contract shall be limited to ensuring that the services were satisfactorily performed in accordance with the terms of this contract. Approval will be given by the authorised representatives of PPC in writing within 10 working days from date of submission.

- 9.3.** Payments shall be made only upon submission of invoices and any other supporting documents required under this Contract and the Applicable Law to the address stated in the Contract. The Contractor shall submit invoices on the basis of the work actually carried out according to paragraph 8.3 and verified according to paragraph 8.1 of this Contract.
- 9.4.** In respect of any invoice duly submitted and reviewed by the competent PPC's Department under the terms of this Contract, payment will be done by PPC's Finance Department on the 24<sup>th</sup> day of the second calendar month following the month of submittal. If the 24<sup>th</sup> day of the second calendar month is not a working day, the payment will be made on the next working day.

## **ARTICLE 10. TAXES, DUTIES AND OTHER CHARGES**

The Consultant and their Personnel shall pay all such taxes, duties, fees, and other impositions as may be levied under the Law, the amount of which is deemed to have been included in the contract Price.

The Consultant and his personnel (either Greek or foreign) shall bear the income tax and related charges (if any) imposed in Greece by the Greek tax authorities in connection with the project and pursuant to the Greek legislation and the bilateral governmental agreements if any. For this purpose the Client shall apply the retentions provided by the relevant tax laws.

Value Added Tax will be born by the Client.

## **ARTICLE 11. DURATION, COMPLETION AND TERMINATION OF THE CONTRACT**

### **11.1. Commencement of Services.**

The Consultant shall begin carrying out the Services on the .....of ..... 2009.

### **11.2. Expiration of Contract.**

Unless terminated earlier pursuant to Clause 10.4, this Contract shall be terminated on .....

### **11.3. Force Majeure.**

- a) Neither PPC nor the Contractor shall be responsible for any failure or delay in the performance of this Contract caused by Force Majeure.
- b) The term «Force Majeure» shall mean unavoidable causes beyond the control of, and arising without the fault or negligence of PPC and the Contractor and which events could not have been foreseen or prevented, whatever diligence might have been exercised by a diligent and wise party to this Contract, and preventing either party from performing its obligations under the present Contract.
- c) In case either party considers that an event of Force Majeure has taken place that has rendered it unable to perform its obligations under this Contract, it must duly and promptly notify the other party of such an event, and within ten calendar days from the cessation of such an event, both parties shall mutually decide upon the necessary time extension.
- d) It is specifically agreed that causes of Force Majeure, if any, affecting the performance of this Contract, are acceptable only as causes of delay with proportional prolongation of the time schedule and not as basis for compensating either party, and will not, therefore, constitute cause for payment of any amount due to Force Majeure.
- e) The Contractor and PPC each reserve the right to terminate this Contract as a result of Force Majeure which exceeds a continuous period of three calendar weeks, by giving prior notice in writing to the other party at least two calendar weeks prior to the effective date of termination. In such a case neither party shall have any claim whatsoever as a result of the termination and all payments made to the Contractor up to the date of termination shall be readjusted in proportion to the work performed.

### **11.4. Termination.**

#### **11.4.1. By the Client.**

All the Client's rights deriving from the other provisions of the Contract being reserved, the Client may terminate this Contract, by not less than ten (10) days' written notice of termination to the Consultant, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause:

- a) If the Consultant do not remedy a failure in the performance or his obligations under the Contract, within ten (10) days after being notified or within any further period as the Client may have subsequently approved in writing;
- b) If the Consultant become insolvent or bankrupt or if they are put under forced administration or the Consultant have substituted themselves, in whole or in part in the performance of the Contract by any third party.

- c) If, as the result of Force Majeure, the Consultant are unable to perform a material portion of the Services for a period of not less than twenty (20) days; or
- d) If the Client, in its sole discretion, decides to terminate this Contract.

In case of termination pursuant to paragraph (a) of this Clause, the Consultant shall be liable against the Client for any and all direct damages actually sustained by the Client in relation to such termination of the Contract to the extent caused by the Consultant's fault. In no event shall Consultant be responsible for any indirect, incidental or consequential damages.

#### **11.4.2. By the Consultant.**

The Consultant may terminate this Contract, by not less than ten (10) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Clause:

- a) If the Client fails to make payments due to the Consultant pursuant to Clause 5 within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue; or
- b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than twenty (20) days.

#### **11.4.3. Payment upon Termination.**

Upon termination of this Contract pursuant to Clauses 10.4.1. or 10.4.2, the Client shall make the following payments to the Consultant:

- a) Remuneration pursuant to Articles 7 and 8 of this Contract for Services satisfactorily performed prior to the effective date of termination in accordance with the terms of this Contract.
- b) Except in the case of termination pursuant to paragraphs (a) and (b) of Clause 10.4.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract taking into account any advance payment. Any other claim of the Contractor is excluded.

#### **11.5. Suspension.**

The Client may, by written notice of suspension to the Consultant, suspend all subsequent payments to the Consultant hereunder if the Consultant fail to perform any of his obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding ten (10) days after receipt by the Consultant of such notice of suspension.

## **ARTICLE 12. LAW OF THE CONTRACT – DISPUTES SETTLEMENT**

- 12.1.** All disputes and differences, which may arise in connection with the execution of the CONTRACT during its lifetime, should be settled in an amicable way.
- 12.2.** Any claims raised by Contractor must be submitted to PPC within the shortest possible time as from the date of occurrence of the conditions justifying the claim, so that PPC may examine the grounds which gave rise to the claim. In any case the claims must be submitted to PPC not later than three (3) months as from the above date. Claims submitted after the expiration of this time limit shall not be considered.
- 12.3.** The existence of a difference between the Contracting PARTIES does not provide the Contractor the right of withholding performances under the CONTRACT.
- 12.4.** It is expressly agreed upon, that any dispute, which arises from the implementation of the Contract and cannot be resolved pursuant to the provisions thereof, shall be submitted for settlement to the exclusive jurisdiction of the regular Courts of Athens.
- 12.5.** The Contract shall be construed under and shall be governed exclusively by the laws of the Greek State.

## **ARTICLE 13. OTHER TERMS**

- 13.1.** It is expressly agreed by the parties herein, that the Contract constitutes the sole agreement between them, concerning the subject Project and that all documents, if any, previously exchanged between them, as well as any discussions and agreements previously held and concluded between them, of any nature and description, oral or implied, which have not been set forth in this Contract, are considered void and of no legal effect whatsoever and they shall not be binding on the parties hereto and shall in no way whatsoever be taken into consideration in the interpretation of the terms of this Contract.

Any act or activity or operation of Contractor necessary for the completion of the Project has to be in conformity with the requirements of the Contract, even if not so specifically stated in the Contract.

- 13.2.** It is also expressly agreed upon, that all the provisions of the Contract are equally essential and that any future modification to any of the Contract documents shall be made only in writing (by means of Supplements, Change Orders etc.).

### **13.3. Warranty.**

Contractor makes the following assurances, regarding performances of the services pursuant to this Contract :

- Careful, complete and expert planning and performance of the work on schedule and in accordance with the state of the art at the time of award of the Contract, as well as without defects.
- Deliveries and services shall be effected according to the commonly accepted technical rules, and in compliance with statutory and official regulations.
- Remedying defects/faults free of charge or by renewed performance. If and when Contractor's efforts fail repeatedly, PPC shall be entitled, at its option, to revoke the Contract or to demand a refund of such portion of the remuneration, which will be appropriate under the circumstances.
- Handling with complete confidentiality all documents, information and data received, as well as the findings obtained.

**13.4. Liability.**

Contractor is liable for loss or damage, demonstrably and culpably caused by him.

Liability is confined to compensation of the direct loss or damage sustained and is limited to the amount of the Contract price. However, Contractor shall be liable without limitation in case of wilful causing of the damage.

Contractor claims for damage, irrespective of the legal basis, are excluded.

Contractor is not liable for indirect or consequential damage, such as loss of profit, production outages and losses etc.

**13.5. Good Faith.**

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

**13.6. Operation of the Contract.**

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them and without detriment to the interest of either of them and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause of causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to provisions in accordance with Article 12 hereof.

**13.7. Good Performance Letter of Guarantee.**

Together with the signed Contract the Contractor delivered to the Client the Good Performance Letter of Guarantee reg. No/Date: ..... issued by the Bank ..... covering an amount of .....

..... Euros  
 (..... Euros).

If no contrary special term is included in this Contract, and no reason exists for its forfeiture, the said Letter will be returned, to the Bank it was issued from, upon the delivery and approval of «Project Report – Milestone #3», as described in Article 4 of the Document 2 of 5 “Project Specification” of the present Call for Tenders and upon Contractor’s request after full and complete fulfilment of all without exception his contractual obligations and after the final clearance of the accounts.

«Approval», as used in this contract, shall be limited to ensuring that the services were satisfactorily performed in accordance with the terms of this contract. Approval will be given by the authorised representatives of PPC in writing within 10 working days from date of submission of invoices.

### **13.8. Penalties**

The Contractor accepts to pay to PPC as an agreed penalty clause, for every whole day of delay of delivering the deliverables according to the time schedule set in Article 4 hereinabove, a sum equal to one per cent (1%) of the contract price due to any reason or cause, other than force majeure or PPC’s fault. The said penalty, does not exceed ten per cent (10%) of the total contract price and can be compensated with any outstanding payments from PPC to the Contractor or the Good Performance Letter of Guarantee.

In case of delay due to PPC’s fault or force majeure, the time of delivery and completion of the works shall be correspondingly extended, the Contractor waiving any respective claim against PPC, due to the above reason.

Such penalty clauses are always calculated on the initial contract price and any readjustment of the said price is not taken into consideration.

### **ARTICLE 14. DATE OF CONTRACT ENFORCEMENT**

This Contract shall come into force on the date the Contract is signed by both parties.

This Contract is signed in two (2) original copies, one for PPC and one for Contractor.

### **THE CONTRACTING PARTIES**

**FOR CONTRACTOR**

**FOR PPC S.A.**

**Attachment: APPENDIX A (Consultant's Technical Proposal)**



**PUBLIC POWER CORPORATION S.A.**

**Generation**

**Generation Planning &  
Performance Department**

**CONTRACT : No .....**

**PROJECT : "CONSULTING SERVICES FOR THE  
IMPLEMENTATION OF GENERATION'S  
BU BUSINESS PLAN"**

**APPENDIX A**

***(To be filled in with the contents of the Consultant's Technical Proposal,  
prepared according to the provisions in par. 4.5. of the Document  
"Bidding Terms and Procedures")***



Generation Planning &  
Performance Department

**INQUIRY No:** DYPP-867

**PROJECT:** "CONSULTING SERVICES FOR THE IMPLEMENTATION OF  
GENERATION'S BU BUSINESS PLAN"

**Document 5 of 5**

**CONFIDENTIALITY AGREEMENT**



**Generation Planning &  
Performance Department**

INQUIRY No: DYPP-867

PROJECT: "CONSULTING SERVICES FOR  
THE IMPLEMENTATION OF  
GENERATION'S BU BUSINESS  
PLAN"

**CONFIDENTIALITY AGREEMENT**

In Athens this ..... day of ... in the year 2009, by and between the contracting parties hereto, on the one hand the société anonyme under the name "Public Power Corporation S. A." (PPC), having its registered office in Athens, 30 Chalkokondili Street, duly represented for the purpose of signing this Agreement by ..... and on the other ..... duly represented for the purpose of signing this Agreement by ..... domiciled in ..... the following have been covenanted, agreed upon and mutually accepted:

1. PPC, hereinafter referred to as the "Company," has concluded a Main Contract (or is cooperating /or has entered negotiations) with the second signatory hereto, hereinafter called the "Second Contracting Party," the object of which is .....

2. The Second Contracting Party undertakes hereby to treat as strictly secret and confidential any Confidential Information made available to him or to which he shall have access on account of his capacity and his association with the Company.

**3. Definitions, Cooperation, Confidential Information**

The term Cooperation includes the Main Contract between the Second Contracting Party and the Company, on account of which the Present Confidentiality Agreement is signed, and/or the cooperation or negotiation, of any kind, between the Second Contracting Party and the Company for the purpose of entering by them into an important commercial, financial or investment agreement.

The term Confidential Information means the cooperation per se of the Company with the Second Contracting Party as well as any information of a commercial importance concerning the organization, the services, the economic structure, the financial and economic policy, the cooperation and investments of the Company and/or of its affiliate entities acquired by the Second Contracting Party by any means and in any material or immaterial form.

Likewise, Confidential Information shall be deemed to be any information which is designated as confidential by the standing laws governing Stock Exchange as well as any information coming to the knowledge of the Second Contracting Party during the carrying out, and on the occasion of, the Cooperation and/or of the present Agreement.

#### 4. Obligations of the Second Contracting Party

More particularly, the Second Contracting Party assumes the following obligations. He shall:

(a)

- not use the Confidential Information for any purpose other than that connected with his business and activities in his relationship with the Company.
- not disclose the Confidential Information to other associates employed by the Company or to third parties, except only as necessary for accomplishing the work undertaken by him and only following the relevant written instructions and consent of the Company.
- not make, at any time, copies of the Confidential Information nor storage same by any electronic means except only for accomplishing the work undertaken by him from the Owner Company. In case of such copying, in whole or in part, the duplicates shall bear the notation "COPY" and a record of all the copies shall be kept.
- keep in safety all the Confidential Information as well as any item containing Confidential Information.
- return, at any time, upon request of the Company, all or part of the Confidential Information in his possession.
- not use the Confidential Information for his own financial benefit to be gained, particularly, by the acquisition or transfer of the shares of the Company or of other rights to the Company' s assets by him or through third intermediate persons pursuant to Presidential Decree 53/1992.

(b) cooperate with the Company's Shareholders Services Unit (30, Chalkokondili Street, Athens P. C. 10432, tel. 210-5230951, fax 2105230394) and furnish it with all particulars required for monitoring his transactions and give notice, immediately after their conclusion, of all stock market transactions involving shares or by-products of PPC made by the Second Contracting Party or by his affiliate entities, and

(c) not engage in any transactions involving shares and by-products of PPC and of its affiliate entities without observing the provisions of Article 31, par. 2, of the Regulations Governing the Functioning of PPC in force which (provisions) the Second Contracting Party hereby declares that he has taken cognizance of.

5. In the event of expiry or termination of the Cooperation between the Second Contracting Party and the Company for whatever reason or upon the request of the Company made at anytime, even prior to the expiry of termination of the Cooperation, in case it shall be determined by the Company that the Second Contracting Party has, in any way whatsoever, violated the provisions of the Present Agreement, the said Party shall be obliged to:

(a) stop, forthwith, using the Confidential Information.

(b) hand over, forthwith, to the Company any items or documents containing

Confidential Information which are in his possession or, in violation of the provisions hereof, in the possession of third Parties, and  
(c) give notice in writing of the names and addresses of the third parties to whom he has disclosed the Confidential Information pursuant to the provisions of this Agreement or in violation thereof.

**6.** It is expressly covenanted that, in the event of expiry of termination of the Cooperation between the Second Contracting Party and the Company, the former's obligations set out in paragraph (a) of Article 4 shall survive for a period of two (2) years following the end of the Cooperation for whatever reason.

**7.** It is expressly agreed that, in case of breach of the obligations assumed by him hereunder, the Second Contracting Party shall be liable for the restoration of any damage to the Company.

**8.** Apart from his civil responsibility under this Agreement and the law, the Second Contracting Party shall also bear criminal responsibility pursuant to the relevant law provisions governing Protection of the Professional and Industrial Secret, and particularly pursuant to Article 371 of the Penal Code and the provisions of Articles 16, 17 and 18 of law 146/1914 concerning Unfair Competition as well as pursuant to the provisions of laws governing stock exchange and pertaining to confidentiality obligations and non-use of confidential information for own benefit.

**9.** Neither party hereto is transferring hereunder to the other party any patents, inventions, trade secrets, copyright or any other industrial or intellectual property rights.

**10.** It is expressly agreed that any disputes arising out of this Agreement shall be submitted for settlement to the exclusive jurisdiction of the Athens Courts.

**11.** Any amendment to the terms and conditions of this Agreement shall be made in writing only, it being agreed upon that the observance of the provisions of the relevant form of written instrument shall be a condition precedent to its validity, excluding any other form of document as well as any other means of proof, including the taking of oath.

**12.** Without prejudice to the above paragraph 6., this Agreement shall remain in force as from its signing and up to the end, for whatever reason, of the Cooperation between the Company and the Second Contracting Party.

IN WITNESS of the covenants and agreements WHEREOF, the parties hereto have caused this Agreement to be prepared which, after being read and confirmed, is signed as follows, each of the parties having received one (1) executed copy thereof.

#### THE CONTRACTING PARTIES

For and on behalf of the  
COMPANY

For and on behalf of the  
SECOND CONTRACTING PARTY