

SECTION I

INSTRUCTIONS TO BIDDERS

INQUIRY No: 764/17/DDP

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1. BACKGROUND

Hellenic Gas Transmission System Operator (DESFA S.A.), was established in March 31, 2007 after the completion of the legal unbundling of the transmission and trading activities of the Public Gas Corporation (DEPA) S.A., in accordance with Law 3428/2005 for the liberalization of the Greek natural gas market.

The establishment of a National Natural Gas System (NNGS) constitutes one of the most important infrastructure projects in contemporary Greece. It is an energy project that is comparable in magnitude only to that of the electrification of the country.

The NNGS includes the main high pressure gas transmission pipeline from the Greek-Bulgarian borders to Attica, with a total length of 512 Km, high pressure branches linking the various regions of the country with a total length of 954 Km, the liquefied natural gas Terminal on the islet of Revithoussa, as well as additional facilities and infrastructure that service the entire Gas Transmission System.

DESFA:

- Operates, maintains, manages and develops the NNGS and its interconnection points;
- Studies and implements, following the approval of the statutory bodies (RAE i.e. Regulatory Authority for Energy), the pricing policy and the process of transmitting natural gas on behalf of the system's shippers, who in turn make it available to the consumers; and
- Provides no discriminatory access to the NNGS, for every Shipper, wishing to develop commercial activities or direct procurement of natural gas for its own use, ensuring complete transparency, reliability and respect for the rules of competition.

The mission of DESFA is to establish a comprehensive, technically superior and cost-effective NNGS so that it:

- Meets the needs of natural gas users safely, adequately and reliably;
- Upgrades the participation of natural gas in the energy balance of Greece; and
- Allows the optimization of the competitive advantages of natural gas in public infrastructure, business activities and everyday life.

DESFA should provide natural gas transmission and LNG services to interested parties on an equal and non-discriminatory basis, according to the provisions of the Network Code as applicable from time to time (currently RAE Decision 239/2017 – Gazette 1549/B/05.05.2017), concluding respective contracts with persons or legal entities (Shippers) that meet the respective prerequisites. Invoicing is carried out according to RAE Decisions 871/2017 (Gazette 3720/B/20.10.2017) and 352/2016 (Gazette 3513/B/01.11.2016).

These contracts are based on the standard Transmission or/and LNG Contract prepared by DESFA and approved by the Greek Regulatory Authority for Energy – RAE as applicable from time to time (currently Decision 257/2017 – Gazette 1443/B/27.04.2017). In these documents all the procedures, contents, terms and conditions for exercising the right to access the NNGS are determined.

Additionally, DESFA bears full responsibility for the balancing of the Hellenic Natural Gas Transmission System (NGTS) i.e. the balance between the Natural Gas Quantities delivered to and off-taken from the NGTS. In order to fulfil its above-

mentioned obligation, DESFA S.A., as a reasonable and prudent Operator, takes every action deemed necessary for the NGTS balance, within the CONTRACT of the Law 4001/2011 and the Network Code, so as to assure its (NGTS) reliable, secure and efficient operation.

2. INTRODUCTION

HELLENIC GAS TRANSMISSION SYSTEM OPERATOR (DESFA) S.A., hereinafter referred to as BUYER, invites eligible Bidders to submit a Bid for the:

«Supply of Natural Gas Quantity for the Balancing of the Hellenic Natural Gas Transmission System for the period 26.03.2018 07:00 – 11.06.2018 07:00»,

hereinafter referred to as the SUPPLY, as analytically described below.

The successful Bidder will be entered into a Contract Agreement with the BUYER for the period of SUPPLY **starting on 26.03.2018 at 07:00 a.m. and ending on 11.06.2018 at 07:00 a.m.** (hereinafter ‘Supply Period’).

Bidders shall be economic operators as per Article 37 of the European Directive 2014/25/EU (hereinafter referred to as “Directive”) who are Suppliers or Traders of Natural Gas or Groups or Joint Ventures or Consortia (as per Article 37 of the Directive, hereinafter referred to as GROUP(S) of Suppliers and/or Traders of Natural Gas, who shall prove that, according to the regulations of the country where they are registered, they are capable to execute SUPPLY and that they are allowed to take part to the selection process.

The legal formation of a GROUP is not a prerequisite for participating in the present selection process. Bidders participating in a GROUP are not allowed to submit an Application solely or as a member of other GROUP or rely on the capacity of other entities of other GROUPS also participating in the same selection process.

The Bidder shall submit the documents according to all instructions given in this document.

Non-compliance with the instructions given in this document may result in the submitted Bid not being considered.

Alternative Bids will not be accepted.

For publishing expenses of this Inquiry, an amount equal to €, shall be borne by the Successful Bidder.

Before the payment of the first invoice issued by the successful Bidder, an amount equal to the aforementioned expenses shall be paid to DESFA.

All direct and indirect costs of any nature for the preparation of the Bid by the Bidders, including costs associated with attending pre-Bid meeting(s), participating in site visits, clarification meetings, etc. shall be at Bidder’s own cost.

3. APPLICABLE LEGISLATION

3.1 This Inquiry is governed by the Laws of Greece and applicable EU Legislation, as per European Directive 2014/25/EU which shall be in general applicable to all relations between BUYER and the Bidders regardless of their nationality. Any dispute shall be subject to the exclusive jurisdiction of the Law Courts of Athens. Procedure for settlement of disputes during Tender is governed by the applicable law as per

Book IV of Law N. 4412/2016.

Bids evaluation shall be in accordance with present Instructions to Bidders.

3.2 The clauses regarding the registration of shares of S.A. businesses.

- P.D. 82/1996 "Registration of Greek Societies Anonyms" shares participating in the procedures for undertaking projects or commissions of the State or of Legal entities of wider public sector (HGG 66 A'/11.04.1996);
- L. 3310/2005 (HGG 30 A'/14.02.2005) "Steps for ensuring transparency and avoiding violations during the signing of public contracts", as amended and valid after L.3414/2005 (HGG 279 A'/10.11.2005); and
- Joint Ministerial Decision 20977/23.08.2007 (HGG 1673B'/23.08.2007) "Supporting documents for keeping the registries provided for by the law 3310/2005, as amended by Law 3414/2005".

Bidders that are registered in the Stock Market of the country where their seat is registered are exempted from the above clauses. These companies must submit a solemn statement signed by their legal representative, stating that they are registered in the Stock Market of the country where their seat is registered.

3.3 Article 8 of L.2741/1999 (Hellenic Govern Gazette 199A'/28.09.1999) "Unified body for the Examination of Food, other regulations regarding jurisdiction issues for the Ministry for Development and other clauses", as amended by L. 3060/2002 (Hellenic Govern Gazette 242 A'/24.12.2002) "Establishment of an Inspection and Audit Body for Detention Branches and other clauses", L. 3310/2005 (Hellenic Govern Gazette 30 A'/14.02.2005) "Steps for ensuring transparency and avoiding violations during the signing of public contracts", as amended by L. 3414/2005 (Hellenic Govern Gazette 279 A'/10.11.2005)", the Ministerial Decision 1108437/2565/DOS (Hellenic Govern Gazette 1590 B'/16.11.2005) regarding the countries where off-shore companies operate, Joint Ministerial Decision 24014/2005 (Hellenic Govern Gazette 1637 B'/25.11.2005), L.3614/2007 (Hellenic Govern Gazette 267 A'/03.12.2007) "Management, control and application of development interventions for the programme period 2007-2013", article 25 "Acceleration of the materialization of co-financed acts".

Law 4013/2011, as amended by Law 4412/2016 Art. 375 par. 7 (Government Gazette 147/A/08.08.2016), in conjunction with Ministerial Decision No. 5143/2014 (Government Gazette 3335/B/11.12.2014), regarding the mandatory contribution of the Contract Price to the Hellenic Single Public Procurement Authority.

Any other supplementary clauses, regulations, interpretive circulars or other in connection or authorised by the above mentioned, even if not stated herewith.

3.4 Any other supplementary clauses, regulations, interpretive circulars or other in connection or authorised by the above mentioned, even if not stated herewith.

4. SCOPE OF SUPPLY

According to Article 68 paragraph 2γ of the Law 4001/2011 for the operation of the electricity and natural gas energy markets, for hydrocarbons' exploration, production and transmission networks and other adjustments, the BUYER bears full responsibility for the balancing of the Hellenic Natural Gas Transmission System (NGTS), according to the provisions of the Network Code. Towards the fulfillment of this obligation, the BUYER launches the present tender for the selection of the company (hereinafter referred to as the SELLER) that will take over the supply and delivery in the NGTS of

the Natural Gas Quantity required for balancing purposes in the NGTS for the Supply Period. The contract is signed upon the approval, of the relevant Annual Gas Balancing Planning, by the Hellenic Regulatory Authority for Energy.

Following the provisions of Article 46 of the Network Code, the BUYER submitted to the Hellenic Regulatory Authority for Energy the Annual Gas Balancing Planning for the Year 2018, on 28.04.2017, which includes an estimation regarding the Natural Gas Quantities to be used for balancing purposes during the Supply Period. The said Natural Gas Quantities are as follows:

Month	Natural Gas Quantity for NGTS Balancing (kWh)
March 26-31, 2018	20,217,000
April 2018	124,971,000
May 2018	116,145,000
June 01-10, 2018	35,926,000
Total	297,259,000

Note: The above table is indicative and the Natural Gas Quantities that will be actually used for balancing the demand / supply in the Hellenic NGTS may significantly differ from the ones listed above.

BUYER reserves the right to extend the above duration for a period not longer than twenty (20) Days, following BUYER’s notification to the SELLER, at least twenty (20) Days prior to the end of the Supply Period.

5. CONTRACT AGREEMENT & SUPPLY PROCEDURE

5.1 The SELLER shall enter into a CONTRACT AGREEMENT with the BUYER, according to Annex IV of present inquiry “DRAFT OF CONTRACT AGREEMENT”. The rights and obligations of the contracting parties, the SELLER’s obligation to adjust the Natural Gas deliveries according to BUYER’s requests as well as the Contract Price shall be clearly defined in the CONTRACT AGREEMENT.

5.2 During the Supply Period, the SELLER shall be requested to supply and deliver in the NGTS, Natural Gas quantity for balancing purposes, which may reach the level of 10,000,000 kWh every time, upon BUYER’s Request for Supply. Each Request for Supply shall be issued not later than 16:00 of the previous Day prior to the Requested Delivery Day.

5.3 Not later than 18:00 of the previous Day prior to the Requested Delivery Day, as specified in each Request for Supply, the SELLER notifies via fax to the BUYER the NGTS Entry Point(s), (excluding the Agia Triada Entry Point), which will be used for the injection of the Natural Gas Quantity requested for the Balancing of the NGTS and the Delivery Day.

5.4 The Offer Price shall be calculated according to the following formula:

$$OP = BGUP \times Q$$

The Offer Price (OP) reflects SELLER’s reimbursement for the purchase and delivery of the requested Balancing Natural Gas Quantity for balancing purposes, within the framework of the CONTRACT AGREEMENT and the respective Request for Supply, and is calculated as the product of the Balancing Gas Unit Price (BGUP) expressed in €/kWh, by the Balancing Gas Quantity (Q), expressed in kWh to be delivered to the BUYER by the SELLER, after the issuing of the above Request for Supply.

The Balancing Gas Unit Price (expressed in €/kWh) shall be calculated according to the following formula:

$$\mathbf{BGUP = RP + K}$$

where RP (Reference Price) for the Month M, is the Natural Gas Reference Price for TTF at the last day of the Month M-1 (expressed in €/MWh) as stated in the web site of the European Energy Exchange (EEX) (www.eex.com), in the following path EEX Homepage > Market Data > Natural Gas > Spot Market > Daily Reference Price (www.eex.com/en/market-data/natural-gas/spot-market/daily-reference-price), multiplied by the factor 0.001.

Note 1: the BGUP shall be calculated with an accuracy of six decimal digits.

5.5 The delivery/acceptance of the Balancing Gas Quantity shall follow the procedures specified in the Network Code and the Regulation of Measurements, in force.

Upon the conclusion of the CONTRACT AGREEMENT between the SELLER and the BUYER, the latter will submit a copy to the Hellenic Regulatory Authority for Energy (RAE).

6. BID CONTENTS & COMMUNICATION

6.1 The Bid must be submitted in an outer sealed envelope bearing only the following information:

1) BUYER's name and address:

"HELLENIC GAS TRANSMISSION SYSTEM OPERATOR (DESFA) S.A."
 357-359 Mesogeion Ave.,
 GR-15231 - HALANDRI
 GREECE";

2) The Inquiry Title and Number;

3) Bidder's full legal name & business address;

4) The indication: "Bid, to be opened by authorised person only"; and

5) The Bid Due Date.

The Bid and its contents shall be signed by the person(s) authorised to bind the Bidder.

6.2 The above mentioned outer sealed envelope must contain two (2) envelopes (A, B) with the indication of the Inquiry Number and Bidder's Name on each envelope as follows:

I. ENVELOPE A -Authorization Documents

This envelope shall include one (1) original and one (1) copy of the documents specified in Art. 13.

II. ENVELOPE B – Financial Offer (Contents Priced)

This envelope shall include one (1) original of all documents as specified in Art. 14.

Envelope B shall be sealed and shall be clearly identified to denote the inclusion of priced copies. For this purpose, Bidder must use a RED LABEL or another distinguishable label, indicating the contents.

- 6.3 In case of any deviations or contradictions between the originals and any copy (-ies), the original shall prevail.
- 6.4 Each Bidder shall prepare its Bid in strict accordance with the provisions of these "INSTRUCTIONS TO BIDDERS", its annexes, and the rest Inquiry Documents, whereas non-compliance to the aforementioned documents may result to non-consideration of the submitted Bid.
- 6.5 All Bids and related communication shall be in the Greek or English language. Documents in any other language shall have to be accompanied by an official translation into Greek or English.

The Bidders may contact the BUYER for bidding matters, in writing (by letter or telefax), at the following address:

HELLENIC GAS TRANSMISSION SYSTEM OPERATOR (DESFA) S.A.

357-359 Mesogeion Ave.,
GR-15231 - HALANDRI
GREECE
FAX NO: (+30) 2106749504
PHONE NO.: (+30) 2130884230

ATTENTION: Mrs Ir. Angelopoulou

- 6.6 The Tender Documents shall be available to the Bidders, in physical and electronic form and can be either purchased in hard-copy by a duly authorised Bidder's representative or downloaded electronically from the internet address WWW.DESFA.GR (ANNOUNCEMENTS - ARCHIVE OF TENDER DOCUMENTS, MENU ITEM: TENDER DOCUMENTS) with time-stamped receipt.

The date of the first receipt of the Tender Documents, either in physical or electronic form, shall be the commencing date of the time limit for the application of objections against the present Tender Documents, as per Book IV of Law N. 4412/2016.

- 6.7 DESFA shall not disclose information forwarded to it by economic operators, which they have designated as confidential, including, but not limited to, technical or trade secrets and the confidential aspects of the Offer, also stating the legislative or administrative provisions which provide said confidentiality obligations.

7. BID SUBMISSION

- 7.1 The submission of the Bid shall be effected by an Authorised Representative of the Bidder, or by recorded delivery mail, or by courier, provided that Envelopes (A & B) reach BUYER not later than **12:00 hrs of the date XX.XX.XXXX**, which is the final deadline for the receipt of Bids (by BUYER), at the following address:

HELLENIC GAS TRANSMISSION SYSTEM OPERATOR (DESFA) S.A.
357-359 Mesogeion Ave.
15231 – HALANDRI
GREECE

Phone No.: (+30) 2106501200/(+30) 2130884000

Fax No.: (+30) 2106749504/(+30) 2130884232

For the attention of the DESFA General Document Center, where it will be registered upon receipt.

- 7.2 Bids received later than the stated time and date shall not be taken into consideration. All Bids shall be stamped upon submission, indicating the precise time and date of receipt by BUYER. The Bidders will receive written confirmation of such receipt.

8. VALIDITY OF BIDS

The Bids shall be valid (and therefore binding on the Bidders) for four (4) months as from the Bid Due Date.

Bids with validity period less than specified in the Inquiry Documents shall be rejected.

Said period of validity might be extended following a written request by BUYER (prior to the expiration date). In case a Bidder fails to comply with such a request, then said Bidder shall be considered as having waived all its rights in relation to the Inquiry and its Bid, as well as in relation to the relevant expenses incurred by said Bidder, etc.

9. GUARANTEES

- 9.1 In order to participate in this Tender, each Bidder must deposit, at the time of Bid submission, to be included in the sealed envelope, **a Letter of Guarantee equal to three hundred ninety thousand EURO (€ 390,000.00), valid for at least two (2) months beyond the minimum validity period specified in Article 8 here above.**
- 9.2 The Participation Guarantee Letter shall be addressed to the HELLENIC GAS TRANSMISSION SYSTEM OPERATOR (DESFA) S.A. and shall be in full accordance with the attached Annex II Form. Any deviation or omission might lead to the rejection of the Bid.
- 9.3 The Participation Guarantee Letter of the Bidder, to whom CONTRACT will be awarded, will be returned after the receipt of a Performance Guarantee Letter upon signing of the relevant CONTRACT AGREEMENT. The Participation Guarantee Letters of the other Bidders shall be returned after the signing of the aforementioned CONTRACT AGREEMENT between the BUYER and the successful Bidder. The Participation Guarantee Letters of the other Bidders shall be returned after the signing of the aforementioned CONTRACT AGREEMENT between the BUYER and the successful Bidder, except in case of rejection of the Envelopes A or B of a Bidder's Offer, for which the Participation Guarantee Letter of the Bidder shall be returned after the final rejection of the Offer by BUYER.
- 9.4 A Performance Guarantee Letter of **five percent (5%)** of the Contract Price, valid for at least two (2) months more over than the entire Contract Period (as defined in the CONTRACT AGREEMENT), shall be required from the Bidder to whom the CONTRACT AGREEMENT will be awarded, prior to the signing of the CONTRACT AGREEMENT.
- 9.5 In case the aforementioned (Para. 9.3) Bidder does not present themselves to sign the CONTRACT AGREEMENT and/or fails to sign it without reservation, as

stated in Article 16 here below, and/or fails to submit the required Performance Guarantee Letter, then the relevant Participation Guarantee shall be completely forfeited in favour of the BUYER as a penalty expressly stipulated hereby, irrespectively of whether the BUYER has sustained or not any damages or loss; the same shall apply for any Bidder, in case any such Bidder withdraws and/or modifies (by its own initiative) its Bid, after the Bid due Date and prior to the expiration of the period of validity (see Article 9 hereinabove) of said Bid.

- 9.6 In case BUYER requests in writing the extension of the validity of Bids as per Article 8 here above, the Bidders must also extend the validity of the Participation Guarantee Letter. If a Bidder refuses or fails to comply with such request, then said Bidder shall be considered as having waived all its rights in connection with the Inquiry.
- 9.7 All Letters of Guarantee (Paragraphs 9.1 and 9.4 above) must be issued by a first class Bank, legally operating in Greece or in any other Member-State of the E.U. or the European Economic Area (E.E.A) or Countries having a relevant Association Agreement with the E.U, allowing the participation in Public Sector's Tenders. The Letters of Guarantee will be issued in Greek or in English language. Alternatively, Letters of Guarantee issued in a language other than the Greek or English, shall be accompanied by an official translation in Greek or English language, issued by a competent authority in the Country where the Bidder is established, or in Greek by the Greek Ministry of Foreign Affairs, or by the Greek Consulate of the Country the above Letter of Guarantee has been issued.

10. INQUIRY DOCUMENTS AND ORDER OF PRECEDENCE

The following documents, hereinafter collectively referred to as Inquiry Documents, shall form an integral part of the Inquiry. In the event of any conflict (as far as this Inquiry is concerned) identified in the conditions set forth in the Inquiry Documents, the following order of precedence shall prevail, from the higher to the lower:

INSTRUCTIONS TO BIDDERS

ANNEX I: FORM OF APPLICATION LETTER

ANNEX II: FORM OF PARTICIPATION GUARANTEE & FORM OF CONTRACT AGREEMENT PERFORMANCE BOND

ANNEX III: FORM OF DECLARATIONS

ANNEX IV: DRAFT OF CONTRACT AGREEMENT

11. GROUPS OF ECONOMIC OPERATORS

The legal formation of the GROUP is not a prerequisite for taking part in the present Tender.

The Bid submitted by a GROUP, shall comply with the following requirements:

- 11.1 The Bid shall be signed either by a) all members of the GROUP, or b) the GROUP's Legal Representative, or c) the Leader of the GROUP or alternatively by the GROUP's common Legal Representative with a Declaration of the other members, so as to be legally binding on each member. The name of the signatory shall be printed underneath each signature.

- 11.2 A copy of the GROUP Declaration that has been or which is intended to be entered into by the members of a GROUP signed by all the GROUP members, shall accompany the Bid. The following minimum information must be included in said Declaration.

Declaration shall be given in a statement signed by all the GROUP partners which shall be included in the Bid, specifying and stating the following:

- That the members of the GROUP shall be jointly, indivisibly and severally liable for execution of the CONTRACT AGREEMENT and that, in the event that any one of the member's ceases to be a member of the GROUP and goes into liquidation, then the surviving member(s) shall have full obligation to execute the CONTRACT AGREEMENT and shall be empowered to use all resources furnished by any party in the GROUP.
- The interest of each of the members of the GROUP and the description of each member's undertaking.
- The name of the GROUP partner, who is nominated to act as Leader of the GROUP and who, in such capacity, is authorised to incur liabilities and enter into a Contractual relationship with Third Parties, to receive instructions and act on instructions from BUYER and to effect and receive payments on behalf of the GROUP after CONTRACT AGREEMENT award and for representation issues.
- The GROUP common Legal Representative and the corresponding proxy.

12. BID OPENING PROCEDURE

- 12.1 Following the Bid submission (Bid due Date), an Inquiry Committee appointed by the BUYER will open the Bid on the Bid Due Date **XX.XX.XXXX at 12:30 hrs.**

Duly authorised Representatives of Bidders participating in the Bid are invited to be present, if they so wish.

The evaluation of the Bids shall follow the procedure stated here below in two (2) separate and distinct stages:

- The evaluation of the contents of Envelope A
- The evaluation of the contents of Envelope B

- 12.2 The Inquiry Committee shall open the sealed Envelopes A & B in one stage and shall countersign the contents.

- 12.3 The Inquiry Committee reserves the right to request the submission of any clarification and supplementary or supporting documentation in relation to the submitted documents in the sealed envelopes. The provisions of article 310 of Law 4412/2016 shall apply in this case.

Bidders shall reply in writing not later than seven (7) days from receipt of said request. If any Bidder fails to comply with such request, the corresponding Bid will be considered incomplete and shall be rejected

for this reason.

The content of the sealed Envelopes will then be evaluated by the Inquiry Committee regarding their compliance with the Inquiry Documents.

- 12.4 Following the opening and evaluation of the sealed Envelopes, the Inquiry Committee records its findings, signed by all members of the Committee. The Inquiry Committee concludes its work by recording its evaluation of the Financial Offers and the drafting of its proposal to the BUYER's appropriate body for the successful Bidder of the Tender.

13. CONTENTS OF SEALED ENVELOPE A

Sealed Envelope A shall contain the following duly authenticated plus one copy of documents, numbered and in sequential order as follows.

ENVELOPE A - LEGALIZATION DOCUMENTS

13.1 Participation Guarantee Letter

A duly completed Participation Guarantee Letter according to Article 9 and as per form of Annex II attached herein.

- 13.2 The Bidder, or, in case of a GROUP, all members of the GROUP, shall submit:

(i) Legalization

a. For Bidders operating under Greek Law, certificate(-s) by the registry of Department of Commerce (GEMI) proving the lawful operation and registration, the current composition of the governing legal body and the current legal representatives, or the corresponding publications in the Greek Government Gazette (ΦΕΚ) or other appropriate certificates by a competent authority.

b. For Bidders operating under foreign Law, certificate(-s) by the competent Authority, as provided by the law of Bidder's country of establishment, proving the lawful operation and registration, the current composition of the governing legal body and the current legal representatives, or other appropriate certificates by a competent authority.

13.3 Contacting information

The Bidder's representative Name and Fax Number.

- 13.4 The Bidder, or, in case of a GROUP, each of its members, shall submit a declaration, signed by their legal representative as per form A of Annex III attached herein.

- 13.5 The Bidder's, or in case of a GROUP each of its members', president of the BoD, chief executive officer, the members of the BoD (in case of companies with BoD, CEO) or any person having powers of representation and decision in respect of the company (in case of companies without BoD, CEO), shall submit a declaration duly signed as per form B of Annex III attached herein.

- 13.6 In the case the Bidder is a GROUP, submission of additional documents, as per provisions of Article 11 here above.
- 13.7 Published or certified copies of Bidder's, or in case of a GROUP of each of its members, Statements of Accounts for the last three (3) fiscal years (2014, 2015 and 2016), showing Annual Turnover.

Subject to rejection of the Bid, the annual turnover of the Bidder or, in case of GROUP at least the Leader of the GROUP having a minimum interest of 50% in the GROUP, for the last three (3) fiscal years (2014, 2015 and 2016) must be greater than € 15,600,000.

EXPERIENCE DOCUMENTATION

13.8 Bidder's Profile:

Documents indicating the profile, structure, organization and infrastructure of the Bidder, or, in the case of a GROUP, of each of its members, with regard to proposed scope of supply.

13.9 Bidder's Experience:

Subject to rejection of the Bid,

13.9.1. Bidder has to be a Network User with a valid CONTRACT Agreement for the Transmission of Natural Gas (according to the Network Code for the Operation of the National Natural Gas System as applicable from time to time, currently Hellenic Government Gazette 1549/B/05.05.2017) at the date of the publication of the tender documents.

In the case of a GROUP, the above under a minimum requirement must be satisfied at least by the Leader having a minimum interest of fifty percent (50%) in the GROUP.

13.9.2 The number and date of a valid Transmission Agreement (according to the Network Code for the Administration of the National Natural Gas System as applicable from time to time, currently Gov. Gaz. 1549/B/05.05.2017) which shall cover the entire Supply Period continuously with a Booked Transmission Capacity for Delivery of at least 10,000,000 kWh/Day for any Entry Point(s) of the NGTS (excluding Agia Triada Entry Point). In case the Transmission Agreement is concluded with an NGTS User other than the successful Bidder/SUPPLIER, the SUPPLIER must also submit a legally binding and duly signed declaration by the said NGTS User whereby the Booked Transmission Capacity for Delivery of at least 10,000,000 kWh/Day for any Entry Point(s) of the NGTS (excluding Agia Triada Entry Point) shall be used for the purpose of performance of the SUPPLY.

ADDITIONAL DOCUMENTATION IN CASE THAT THE BIDDER RELIES ON PARTICULAR RESOURCES OF OTHER ENTITIES

- 13.10 In case Bidder relies on and uses the economic and financial or/and technical or/and professional capacity of Other Entities, as per Article 79 of the Directive, these Entities must comply with requirements stated in article 2 hereinabove and the documents mentioned below should be included in the sealed Envelope for each Other Entity:

- 13.10.1 The duly signed Declarations as per article 13 of present inquiry and the duly certified documents, where the term “Bidder” is substituted by the term “Other Entity”.
Any case of a GROUP of Other Entities is not valid.
In case that above mentioned documents are not submitted, the application of use of particular resources of Other Entities shall not be taken into consideration.
- 13.10.2 A certified copy of the Minutes of Meeting of the Board of Directors, or other competent decision-taking body or duly authorized person of the Other Entity, regarding the approval of the availability to the Bidder, for the whole duration of the execution of the CONTRACT AGREEMENT, of the particular economic and financial or/and technical or/and professional capacity. The relevant decision should be detailed and should specify the particular resources to be available for the SUPPLY, in a manner that the BUYER can proceed with evaluation and judge the importance of those resources during the application phase and can control the realization of said commitment during the execution of the CONTRACT AGREEMENT.
- 13.10.3 Original copy of binding agreement between the Bidder and such Other Entity proving the commitment for provision of resources.

In case that the requirements listed above are not fulfilled, such application of the Other Entity shall not be taken into consideration by the BUYER.

Above mentioned relationship shall be valid for the whole duration of the CONTRACT AGREEMENT. In case that during the CONTRACT AGREEMENT’s performance the relationship between the Bidder and the Other Entity is not valid, BUYER has the right to apply the contractual provision for Contractor’s forfeiture.

The declarations and the documentation both of the Bidder and of the Other Entity related to the use of particular resources shall be part of the CONTRACT AGREEMENT Documents.

Any individual Other Entity can make its capacity and services available, in accordance with the provisions mentioned above, to only one Bidder.

14. CONTENTS OF ENVELOPE B

The Envelope B must have the indication «**Envelope B – Tender for the Supply of Natural Gas Quantity for the Balancing of the Hellenic Natural Gas Transmission System for the period 26.03.2018 07:00 – 11.06.2018 07:00**» and shall contain the following:

FINANCIAL OFFER

The Bidder shall clearly define the terms used for the calculation of the Offer Price, i.e. the factor K, declaring that this is not subject to any escalation and will remain unchanged during the whole duration of the Supply Period.

Any omission in signing or stamping may be completed by the Legal Representative of the Bidder at the time of opening of Envelope. If the Legal Representative is

absent, the Inquiry Committee shall invite the Legal Representative to sign the relevant pages according to article 12.4 of present Instruction to Bidders.

15. EVALUATION PROCEDURE

15.1 Only Bidders which have submitted a sealed Envelope according to Article 13 will be accepted for evaluation.

15.2 Bid shall be rejected if:

- It appears from the Envelope that the Bidder does not have the financial capacity and/or the experience to execute the CONTRACT AGREEMENT.
- The Bidder has committed any serious professional misdeed which can be verified by any means by the BUYER.
- The Bidder has provided, at any stage of the Inquiry, false information.
- The Bid includes any deviations or is not precise enough to the point that it is impossible to establish with certainty what will be supplied against which price.

15.3 Evaluation of the Bids - EVALUATION CRITERIA (FINANCIAL OFFER as per Article 4.2).

The Bidders' Offers that have been so far accepted by the BUYER will be evaluated according to the Offer Price (OP):

$$OP = (RP + K) (\text{€/kWh}) \times 297,259,000 \text{ (kWh)}$$

Expressed in EURO.

The Supply of Natural Gas for balancing purposes of the NGTS will be awarded to the Bidder offering the lowest Offer Price.

16. AWARD – CONTRACT AGREEMENT SIGNING

16.1 The successful Bidder will receive a Letter of Intent (by letter or fax).

The successful Bidder, upon receipt of the Letter of Intent, but not later than two (2) working days as from its receipt, shall notify BUYER (by letter or fax) of its acceptance without any reservation.

Following this, a Letter of Award will be issued by BUYER. The CONTRACT AGREEMENT will be signed as soon as the successful Bidder submits to the BUYER the following documents and in any case not later than ten (10) days from the day of receipt of the Letter of Award by the successful Bidder:

- A. Minutes of the successful Bidder (or, in case of a GROUP, from each of its members) Board of Directors, or other competent decision taking body, duly signed, and stating:
 - (i) Their decision to accept the CONTRACT AGREEMENT award; and
 - (ii) The appointment, by a Power of Attorney, of the Legal Representative (-s) who must be authorised to sign the CONTRACT AGREEMENT and to act on SELLER's behalf during the execution of the CONTRACT AGREEMENT.

- B. Declaration signed by said Legal Representative (-s) accepting the aforementioned Power of Attorney without any conditions or reservations.
- C. Performance Guarantee Letter as per provisions of Article 9 (GUARANTEES)
- D. In case of a GROUP, legal documents proving that the GROUP has been formed according to Article 11 stipulations and according to the Law.
- E. If, before the signing of the CONTRACT AGREEMENT, the Court has entered a final conviction decision against the Bidder, acquiring the authority of res judicata, according to article 3, paragraph 4 of the Greek Law 3310/2005, as it was replaced by article 3 of the Greek Law 3414/2005, the Bidder abstains from the signature of the CONTRACT AGREEMENT and without any liable delay must submit to the BUYER and to the Transparency Control Department of the National Radio & Television Council (ΕΣΡ) a validated copy of the conviction decision, as well as a validated copy of the criminal record of the Legal Representative(s), in which the above conviction is referred. Thereafter, the Bidder requests to the above Department the issue of a certificate regarding the concurrence of incompatibility and/ or exclusion criteria, according to article 5, paragraph 2 of the Greek Law 3310/2005, as it was renumbered and modified by the paragraphs 3, 4 and 5 of article 5 of the Greek Law 3414/2005.

In the case of the previous paragraph, the BUYER communicates the specific conviction decision to the National Radio & Television (NRT) Council (ΕΣΡ) with its decision for exclusion of said Bidder, in order to check, at the latest prior to the signing of the CONTACT AGREEMENT, the exclusion of said Bidder according to article 5, paragraph 2 of the Greek Law 3310/2005, as it was renumbered and modified by the paragraphs 3, 4 and 5 of article 5 of the Greek Law 3414/2005.

If this final conviction decision for the execution of the misdeed of active corruption is issued after the CONTACT AGREEMENT signing, the Bidder submits to the BUYER and to the Transparency Control Department, without any liable delay, a solemn declaration with a copy of this decision. In this case, the BUYER must submit to the Transparency Control Department the decision regarding the forfeiture of the BUYER due to the aforementioned reason, in order to check it according to paragraph 5, article 5 of the Greek Law 3310/2005, as it was renumbered and modified by the paragraphs 3 and 8 respectively, of the article 5 of the Greek Law 3414/2005.

- F. As per Presidential Decree 82/1996 stipulations, Greek Incorporated/Public Limited companies shall have to submit the following:
- A Certificate issued by the competent Authority stating that the company's shares are personal.
 - A detailed list of the company's shareholders and the number of shares each shareholder (individual, Limited or Personal company) has in his possession as per official entries in the Company's Shares Book. This list should be no more than thirty (30) working days old from the date of Application submission. In the case that among Bidder's shareholders, which hold at least one percent (1%) of the total number of company shares, are other Incorporated/Public Limited companies, these companies should have in turn their list of shareholders (individuals, Limited or Personal companies),

and so on, until the shareholders of all companies involved can be defined down to the level of individuals, Limited or Personal companies.

➤ Foreign companies, several or members of a GROUP, in case provision is made by the Law of the country of registration, shall have to submit the following:

- A Certificate issued by the competent authority pursuant to the laws of the country of registration, from which it can be established that the company shares issued according to the company’s statutes in effect are personal; In case the company’s shares were unregistered according to the company’s statutes, the relevant procedure for the amendment to company’s statutes provisioning all company shares to be rendered personal, must have been completed and approved by the Supervising competent authority, by the time of Application and no later than the Application due date.

- A detailed list of the company’s shareholders and the number of shares each shareholder (individual, Limited or Personal company) has in his possession as per official entries in the Company’s Shares Book pursuant to the laws of the country of registration office. This list should be no more than thirty (30) working days old from the date of submission to the BUYER. In the case that among Bidder’s shareholders are other Incorporated/Public Limited companies, these companies should have in turn their list of shareholders (individuals, Limited or Personal company), and so on, until the shareholders of all companies involved can be defined down to the level of individuals, Limited or Personal companies.

Any other pertinent documentation, no more than thirty (30) working days old from the date of submission to the BUYER, from which the list of the company’s registered shareholders can derive.

➤ In case there is no obligation deriving from the legislation of the country of registration for the foreign companies, to render their shares personal, then they have to submit the following documents:

- A certificate issued by the competent authority of the country of registration, establishing that no such legal obligation exists; otherwise to submit a statement of such context.

- A valid and updated list of its registered shareholders, holding at least one percent (1%) either of the total number of company shares or of the company’s voting rights.

In case of no such updated list of registered shareholders, the foreign company must submit a list of its shareholders holding at least one percent (1%) either of the total number of company shares or of the company’s voting rights, produced according to the most recent General Assembly, on condition that these shareholders are known to the company. Otherwise, the company has to provide justification for the reasons why these shareholders are not known, subject to the approval and assessment of the BUYER.

➤ In case the companies are entered in the Stock market of a European Union (E.U), or of Economic Collaboration and Growth Institution country, the required documents are as per Article 13.4.4 above

G. Certificates issued by competent Authorities in the Country of registration, proving that the Bidder:

- a. Has fulfilled its obligations, concerning the payments of Social Security contributions according to the Legislation of the Country where it is established, or according to Greek Legislation;
- b. Has fulfilled its obligations related to payment of taxes, according to the Legislation of the Country where it is established or according to Greek Legislation, in the event that it has previously developed activities in Greece.
- H. The Bidder, or, in case of a GROUP, each of its members', shall submit an extract from the judicial record or, failing that, of an equivalent document issued by a competent judicial or administrative authority in the country of the economic operators' establishment, regarding the member(-s) of the administrative, management or supervisory body of that economic operator or person(-s) with powers of representation, decision or control therein, establishing that they have not been the subject of a conviction by final judgment for one or more of the reasons listed below:
- (a) participation in a criminal organization, as defined in Article 2 of Council Framework Decision 2008/841/JHA (32);
- (b) corruption, as defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union (33) and Article 2(1) of Council Framework Decision 2003/568/JHA (34) as well as corruption as defined in the national law of the contracting authority or the economic operator;
- (c) fraud within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests (35);
- (d) terrorist offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA (36) respectively, or inciting or aiding or abetting or attempting to commit an offence, as referred to in Article 4 of that Framework Decision;
- (e) money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council (37);
- (f) child labour and other forms of trafficking in human beings as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council (38).
- I. The Bidder, or, in case of a GROUP, each of its members, shall submit extracts from judicial records, or failing this, equivalent documents issued by competent judicial or administrative authorities in the country of origin and/or the country where the Bidder (or, in case of a GROUP, each of its members) is registered, proving that:
- (a). The Bidder is not bankrupt, under liquidation, bankruptcy, obligatory administration or winding up, compromise, or any other similar situation resulting from a similar procedure, as provided by National Legislation;
- (b). The Bidder is not the subject of proceedings for a declaration of bankruptcy, obligatory administration or winding up, compromise or any other similar situation or resulting from any other similar procedure as provided by National Legislation.
- (c) The Bidder has not been convicted for anything related to its professional integrity and behaviour.

(d) The Bidder has not committed a serious professional misconduct, which can be verified by any means by BUYER.

Note to H and I: Where the country concerned does not issue such documents or certificates as required above, these may be replaced by a declaration, by the Bidder, before a Judicial or Administrative authority, notary or the appropriate professional organisation of the country where the Bidder is established, stating also, within the same declaration, that the country concerned does not issue such documents or certificates as required above.

All the above documents must be duly certified by the competent authority of the country of registration, and shall be accompanied by official translation in the Greek language.

16.2 In case the successful Bidder (-s) fail(-s) to notify BUYER the acceptance of BUYER's Letter of Intent within the aforementioned two (2) working days' time limit or fails to submit the aforementioned documents of paragraph 15.1 above after BUYER's Letter of Award, BUYER shall have the right to cancel the award of the CONTRACT AGREEMENT to said Bidder and to claim for compensation of damages related to the delays due to such failure of said Bidder and provisions of article 9.5 hereinabove shall apply.

16.3 In case the successful Bidder is a GROUP, the award will be in the name of all members of the GROUP. Each member of the GROUP will be fully, jointly, indivisibly and severally liable to BUYER and will be represented by a common Representative throughout the validity period of the CONTRACT AGREEMENT.

17. CONFIDENTIALITY

Any technical information and data furnished by BUYER with the Inquiry Documents shall remain the property of BUYER and shall be treated as confidential and they shall not be used, disclosed or released to any Third Party for any other purposes, other than for preparing the Applications.

18. RESERVATIONS AND RIGHTS OF THE BUYER

18.1 Participation to the Bid constitutes an acceptance by the Bidder that he has complete knowledge of the terms and conditions of the Inquiry Documents and accepts their contents without reservation.

Any omission to submit the Bid according to the Inquiry Documents as well as the omission of a signature on any document does not entitle the Bidder to invoke this fact in his (Bidder's) favour in any way.

The Bidder shall be responsible for and be bound by his Bid as submitted.

18.2 The BUYER will have no responsibility or obligation whatsoever to indemnify and/or to compensate Bidder for any expense or loss incurred for the preparation and submission of the Bid, in particular, in case the terms and conditions of the Inquiry Documents are changed by BUYER or the Bid is not accepted, or the Inquiry is adjourned or annulled or cancelled at any stage and time and for any reason whatsoever, or in case BUYER takes any decision according to paragraph 14. Therefore, participants to the Inquiry which submit a Bid, regardless of whether this is finally accepted or not, have no right against the BUYER deriving from the Inquiry or from participating in the Bid procedure.

18.3 The Bid is considered to be a proposal to the BUYER and not an acceptance of it by the latter. Therefore, the CONTRACT AGREEMENT sample and other issues and documents imply that Bidders submit their Bids in accordance with the terms and provisions of those issues and documents that constitute an integral part of their Bid.

18.4 The terms, conditions and limitations concerning the submission of Bids are to the benefit of the BUYER, who is entitled to proceed with any relevant change without any right on behalf of the Bidder or other third parties arising from this fact.

19. RESERVATIONS AND RIGHTS OF THE BUYER

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20. APPLICABLE LANGUAGE

The Bid including all related documentation and all communication shall be submitted in the Greek or English language.

Documents submitted or originally issued in a language other than Greek or English must be officially translated into the Greek or English language.

21. CLARIFICATIONS

If requested by BUYER, Bidders must be prepared for a formal presentation of their Bids as well as to clarify any queries of the BUYER probably at BUYER's premises. Such meetings shall take place at any reasonable time between Bid submission and

CONTRACT AGREEMENT award. Bidders shall make their own arrangements for attending said meetings and bear the associated costs.

22. BIDDER'S CLARIFICATION REQUESTS

Bidders may request in writing clarifications of the Inquiry Documents at any time up to five (5) days prior to the Bid Due Date.

BUYER will endeavour to reply to the requested clarifications not later than five (5) days before the Bid Due Date.

23. BUYER'S AMENDMENTS TO THE INQUIRY

BUYER may issue amendments in the form of a Bid Addendum at any stage during the Bid period but not later than six (6) days before the initial Bid Due Date and extend the time for submission of Bid equal to the initial CONTRACT AGREEMENT Notice following the provisions of par. 2 of Article 73 of the Directive.

The Bidders shall confirm in writing the inclusion in their Bid of all clarifications/amendments issued prior to receipt of the Bid by the BUYER (see Annex I – Bid Letter).

For clarifications/ amendments issued by BUYER subsequent to receipt of the Bid, but in any way prior to the Bid Due Date, the Bidder shall be responsible for thoroughly examining the Bid documents and incorporating the clarifications/amendments in his Bid. Any failure by the Bidder to comply with the aforesaid clarifications or amendments issued by the BUYER, may be a reason for the rejection of his Bid.

24. ATTACHED DOCUMENTS

The following Annexes are attached herein and constitute integral part of present Instructions to Bidders:

ANNEX I: FORM OF APPLICATION LETTER

ANNEX II: FORM OF PARTICIPATION GUARANTEE & FORM OF PERFORMANCE BOND

ANNEX III: FORM OF DECLARATIONS

ANNEX IV: NETWORK CODE FOR THE ADMINISTRATION OF THE NNGS (GOVERNMENT GAZETTE 1549/B/05.05.2017 ALTERATION OF CODE)

ANNEX V: GOVERNMENT GAZETTE 584/B/06.05.2010 REGULATION OF MEASUREMENTS

ANNEX VI: LEGISLATIVE FRAMEWORK OF TENDERING PROCEDURES

**Ir. Angelopoulou
Administrative Procurement
Coordinating Department Manager**