

**LIGNITIKI MELITIS SINGLE MEMBER S.A.  
57, VERANZEROU STR.  
104 37 ATHENS**

**INQUIRY: AHS M-1800000120**

**"SUPPLY OF 200.000 METRIC TONS OF LIGNITE AT NCV OF 2100 kcal/ kg  
TO LIGNITIKI MELITIS'S SINGLE MEMBER POWER PLANT" and  
regulations in effect at the time of delivery of the lignite.**

**CLOSING DATE 14/01/2022**

## **CONTENTS**

- 1. CALL FOR TENDERS**
- 2. BIDDING TERMS AND PROCEDURES**
- 3. DRAFT CONTRACT**
- 4. APPENDICES**

**INQUIRY N°: A H S M-1800000120**

**SUBJECT: “SUPPLY OF 200.000 METRIC TONS OF LIGNITE AT NCV OF 2100 kcal/kg TO LIGNITIKI MELITIS’S SINGLE MEMBER POWER PLANT”**

**Document 1**

**CALL FOR TENDERS**

**LIGNITIKI MELITIS SINGLE MEMBER S.A.**, 57, Veranzerou Street, Athens, GREECE, launches an international Call for Tenders with sealed Tenders, for the Supply of 200.000 MT of lignite at NCV of 2.100 kcal/kg.

All Participants must submit technical and financial offers for the delivery of lignite at LIGNITIKI MELITIS's SINGLE MEMBER Power Plant at Meliti, located in Florina, GREECE.

Lignite shall be delivered at the facilities of the aforementioned Power Plant by Supplier’s means and at the SUPPLIER’s responsibility and costs.

Lignite shall be delivered on DDP basis (Delivered Duty Paid) at LIGNITIKI MELITIS's SINGLE MEMBER Power Plant.

**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 “Material & Purchasing Department” of LIGNITIKI MELITIS SINGLE MEMBER S.A.

1.2. All Tenders shall be submitted to the Material & Purchasing Department, at the following address:

**LIGNITIKI MELITIS SINGLE MEMBER S.A.**

**Meliti, Florina 53071**

**Contact phone numbers: +30-23850-37998 (Mr Konstantinopoulos Lazaros), +30-23850-37227 (Mrs Tsaldari Polytimi)**

Closing date for the present Call for Tenders shall be **Friday 14/01/2022 at 12:00 p.m.**  
Athens Local time.

Tenders may also be delivered to the secretariat of the SES MELITI the same address by registered mail or by Courier by **Friday 14/01/2022 at 12:00 p.m.**; by opting for delivery by registered mail or by Courier, 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:

**INQUIRY N°: A H S M-1800000120**

**SUBJECT: "SUPPLY OF 200.000 METRIC TONS OF LIGNITE AT NCV  
OF 2100 kcal/kg TO LIGNITIKI MELITIS'S SINGLE  
MEMBER POWER PLANT"**

## **ARTICLE 2. Eligibility for Participation**

The present Inquiry is addressed to all companies, joint ventures and consortia meeting the following requirements:

- 2.1. They must have under their possession and/or exploitation lignite mines with currently exploitable deposits.
- 2.2. They must have all necessary mining and exploitation licenses for the above mines as provided for by the law in force in the country of installation.
- 2.3. Have obtained the environmental permits as provided for by the law in force in the country of installation.
- 2.4. Have experience, as suppliers, in the lignite and coal market. In their proposal the participants shall include data (including customers' data such as company name, address, phone numbers, name of person responsible, quantities and quality of lignite sold, etc.) of the contracts they have successfully executed during the last five years.

2.5. Submit official analyses evidencing that the offered lignite meets the requirements of the Technical Specifications of the present Inquiry.

### **ARTICLE 3. Scope of Supply**

#### **3.1. Quantity**

The quantity to be supplied shall be 200.000 Metric Tons of lignite at Net Calorific Value (NCV) 2.100 Kcal/Kg.

LIGNITIKI MELITISSINGLE MEMBER S.A. reserves the right to increase the hereinabove quantity by 50% or decrease it by 30%, according to LIGNITIKI MELITIS's SINGLE MEMBER needs. Bidders may submit offers for the supply of either the total quantity sought or part of it.

#### **3.2. Specifications of lignite**

The lignite offered must meet at least the following requirements:

Low calorific value (as received basis)	minimum	2.000 Kcal/kg
	maximum	2.400 Kcal/kg
Total moisture content		10-50 % w/w
Ash content (dry basis)	maximum	35 % w/w
Volatile matter content (as received basis)	minimum	21 % w/w
Total Sulphur content (as received basis)	maximum	2,0 % w/w
Hardgrove Index (HGI)	minimum	27
Ash Initial Deformation Point	minimum	1.080 °C
Particle Size	maximum	100

The material must be free of excessive moisture (e.g. water pouring out of the trucks), pieces of wood, roots or any material or substance foreign to lignite, which might result in damage to LIGNITIKI MELITIS's SINGLE MEMBER installations.

#### **3.3. Duration of the Contract**

The contract to be signed shall be valid until the completion of delivery of the entire contractual quantity.

Commencement of delivery of lignite shall take place at the latest one month following the written notification of the successful bidder(s).

### **3.4. DeliveryTerms**

#### *3.4.1. DeliveryTerms*

The lignite shall be delivered on DDP (Delivery Duty Paid) basis at LIGNITIKI MELITIS's SINGLE MEMBER Power Plant.

#### *3.4.2. Delivery rate:*

As elaborated in Article 5 of document No 3 "Delivery schedule/rates".

### **ARTICLE 4. Evaluation of Tenders and Award Procedure**

- 4.1.** Tenders shall be evaluated on basis of the "lowest comparison price", as it is defined in ARTICLE 9 of Document No 2 "Economic Evaluation of Tenders".
  
- 4.2.** For the completion of the award procedure LIGNITIKI MELITIS SINGLE MEMBER S.A reserves the right to ask for offer improvement in the context of a negotiation procedure, to be carried out as set forth in ARTICLE 9 of document No 2 "Economic Evaluation of Tenders".

**INQUIRY N°: A H S M-1800000120**

**SUBJECT: "SUPPLY OF 200.000 METRIC TONS OF LIGNITE AT NCV OF 2100 kcal/kg TO LIGNITIKI MELITIS'S SINGLE MEMBER POWER PLANT"**

**Document 2**

**BIDDING TERMS AND PROCEDURES**

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

- 1.1. The present Inquiry comprises of all and only of the following Parts (Documents):
- "Call For Tenders" (Document 1 of 4)
  - "Bidding Terms and Procedures" (Document 2 of 4)
  - "Draft Contract" (Document 3 of 4)
  - "APPENDIX A" (Document 4 of 4)

**ARTICLE 2. Validity of Tenders**

All Tenders shall explicitly indicate that they are valid and binding for the Bidder for a period of ninety (90) calendar days starting on the day following the tender closing date. Tenders setting a shorter period of validity shall be considered unacceptable and thus shall be unquestionably rejected.

**ARTICLE 3. Preparation of Tenders**

- 3.1. All Tenders shall be submitted in one (1) original copy, duly signed on all pages.
- 3.2. Tenders may be submitted only in the Greek or the English language. Any documents / certificates pertaining to the Supplier's status and/or validation, issued in any other language by the authorities of the country, in which the Supplier is established, must be accompanied by a duly certified translation into the English or Greek Language.
- 3.3. The Tenders shall conform in every respect with the terms of the Present Inquiry and shall be clearly phrased so as to permit evaluation of the bids with no need for further explanations from the Bidders.

- 3.4. By participating in the tender the Bidders admit that they have carefully read and clearly understood all instructions, forms, terms and specifications in all the Documents of the present Inquiry. Failure to furnish all information required or submission of a Tender that is not in conformity with the terms of the Present Inquiry will be at the Bidder's risk and his Tender may be rejected.
- 3.5. All Tenders shall be submitted in one (1) sealed envelope, named "TENDER ENVELOPE", bearing the name, address, contact person, telephone/FAX number(s) and/or e-mail of the participant and marked as follows:

**INQUIRY No: AHS M-1800000120**

**SUBJECT: SUPPLY OF 200.000 METRIC TONS OF LIGNITE AT NVC OF  
2.100 kcal/kg TO LIGNITIKI MELITIS'S SINGLE MEMBER  
POWER PLANT**

- 3.6. Each Tender Envelope shall include the following:
- 3.6.1. Participation Letter of Guarantee, according to specimen A.1 in APPENDIX A for the amount set forth in paragraph 13.1 (Article 13) hereinbelow.
- 3.6.2. Declaration of unreserved acceptance of all Terms and Conditions set forth by **LIGNITIKI MELITIS SINGLE MEMBER S.A.** for the Present Inquiry, according to specimen A.2 in APPENDIX A.
- 3.6.3. Declaration of acceptance of the validity term of the Tenders set forth in Article 2 hereinabove, prepared according to specimen A.3 in APPENDIX A.
- 3.6.4. The special documentation to be submitted according to the provisions in ARTICLE 6 hereinbelow.
- 3.6.5. Any official financial documentation for the last three years, proving the Participant's capability to fulfil the obligations arising from his proposal must be submitted (such as his annual financial statements i.e. Balance Sheet, Profit and Loss Account and any other data that might be deemed as useful in proving that). The above information may also be submitted in the form of a URL where said information may be found, including – if necessary – an authorization code for LIGNITIKI MELITIS to gain access to said information.
- 3.6.6. Decision of the Board of Directors or competent administrative body of the Bidder for:
- ◆ Approval of participation in Inquiry **AHSM-1800000120**
  - ◆ The appointment of a legal representative.



3.6.7. The technical offer for the supply of lignite, prepared according to the provisions of Article 4 hereinbelow.

3.6.8. A separate, sealed Envelope, bearing the name and the address of the participant and marked as follows:

**INQUIRY AHS M-1800000120**

**SUBJECT: "SUPPLY OF 200.000 METRIC TONS OF LIGNITE AT NCV  
OF 2100 kcal/kg TO LIGNITIKI MELITIS'S SINGLE  
MEMBER POWER PLANT"**

**FINANCIAL OFFER**

The above sealed envelope shall contain the financial offer of the Bidder, prepared according to the provisions of ARTICLE 5 hereinbelow.

#### **ARTICLE 4. Technical Offer**

4.1. Technical offers shall include the following:

4.1.1. Origin of lignite data:

- Declaration of origin of the lignite offered.
- Detailed description of the main technical characteristics of the lignite offered shall be included, including at least the technical characteristics in Article 3.2 of the Document "Call for Tenders" (Document 1)
- Official data concerning mine(s) of origin, mining capacity as well as typical quality characteristics of lignite for each mine of origin. Quality data for each and every quality parameter shall be specified as a range (min–max values).
- Full chemical analysis of the lignite offered, preferably by a certified laboratory, (according to the present Technical Specifications), by mine of origin.
- Official data (including customers' data – company name, address, phone numbers, name of person responsible) concerning the quantities and qualities of lignite or coal sold through previous contracts, at least for the last five years.
- The bidder must submit a declaration that the lignite offered is in full compliance with the Specifications set forth in article 3.2 of the Document 1 – Call for Tenders.

4.1.2. Full description of the Bidder's proposed arrangements for the transportation of the

material to the LIGNITIKI MELITIS's SINGLE MEMBER facilities (LIGNITIKI MELITIS's SINGLE MEMBER Power Plant) at Meliti including any arrangements for using port facilities (if applicable), provisional storage, reloading to trucks, etc.

4.1.3. Delivery rates: According to the provisions of paragraph 5.2 of the Draft Contract (Document 3).

4.2. The quantity (Q) of lignite offered, in metric tons (MT).

Bidders may submit offers either for the supply of the total quantity of 200.000 MT of lignite or part of it.

4.3. Information concerning the Participant's business experience in the lignite/coal market and an organization chart showing the Company's structure.

#### **ARTICLE 5. Financial Offer -Prices**

5.1. The financial offer of the Tender shall be prepared according to specimen A.5 in APPENDIX "A".

5.2. The following shall be included in the financial offer:

5.2.1. The quantity of lignite offered, in metric tons (MT), according to the Bidder's technical offer (paragraph 4.2 of the present Document).

5.2.2. The price offered for the destination's Power Plant, exclusively in EUROS/MT.

5.2.3. The reference Net Calorific Value (NCV) in Kcal/Kg on "as received" basis, of the lignite offered, to which the price offered refers to (in the following denoted as "H<sub>0</sub>").

5.2.4. The maximum sulfur content, percent by weight on "as received" basis, of the lignite offered, to which the price offered refers to (in the following denoted as "S<sub>0</sub>").

5.3. The above price shall be net for LIGNITIKI MELITIS SINGLE MEMBER S.A. and shall include, as applicable, all charges and expenses related to the supply and/or clearance through customs and transportation, tolls, unloading and arranging of the material within the storage yards at the Power Plants stated hereinabove as well as all kinds of duties, taxes and levies in Greece and/or abroad, other than VAT imposed by the Greek State, which shall be paid by LIGNITIKI MELITIS SINGLE MEMBER S.A. according to the law and regulations in effect at the time of delivery of the lignite.

5.4. Indexing of the offered price on the exchange rate between EURO and any other currency is not acceptable. Any offers quoting such indexing shall be rejected.

**ARTICLE 6. Special Documentation to be submitted:**

6.1. A Formal statement of Article 8 of Greek Law 1599/86 has to be submitted by Greek Suppliers attached to their bids in relation to Article 57 of the Constitution of Greece, filled in accordance to the attached specimen 21.15, (see Document 4, "APPENDIX A") stating that no member of Greek Parliament participates in their firm under the capacity and/or having the authorities defined in the said specimen.

6.2. Other documentation:

6.2.1. Prior to the signing of the contract: A formal statement of Article 8 of Greek law 1599/1986 must be submitted by the legal representatives of the lowest bidder to LIGNITIKI MELITIS SINGLE MEMBER S.A., by which it will be declared that:

*"No condemnatory Court Decision regarding the offense of active corruption as provided by Article 3 of Greek Law 3310/2005, (Official Gazette, volume A, issue no. 30), as same was amended by virtue of article 8 of law 3414/2005 (Official Gazette, volume A, issue no. 279), has been issued against the persons stipulated by the same Article of the said law".*

6.2.2. To be included in the offer: A formal statement of article 8 of Greek law 1599/1986, certified in accordance with the law by the competent authority, signed by the legal representative of the prospective bidders or by a person duly authorized for this purpose by virtue of which it will be stated that:

*"The company does not fall within the prohibition of article 4, par.4 of Greek Law 3310/2005 (as amended by law 3414/2005), concerning off-shore companies".*

6.2.3. In cases where the above mentioned formal statements are not issued in the relevant countries, these can be replaced by an Affidavit by the legal representatives of the said company before a Notary Public or a judicial authority or, in case where such Affidavit is not provided under the laws of the relevant country, by a formal statement of the said representatives, bearing an attestation of the validity of the relevant signatures by a Notary Public or a Judicial or Administrative authority of the said country.

6.3. Insofar as the bidding concerned is involving a value or amount of consideration which exceeds the sum of one million (1,000,000) EUROS:

6.3.1. The societies anonymes which participate in the bidding independently, in a joint venture or association of persons, or in an entity of any other form, must submit attached to their bids the following supporting documents:

(a) **The Greek societies anonymes**, the documents stipulated by the provisions of Presidential Decree 82/1996, as same is in force following its amendment by virtue of article 8 of Greek law 3310/2005 (Official Gazette, volume A, issue no. 30), as same was amended by virtue of article 8 of law 3414/2005 (Official Gazette, volume A, issue no.279).

(b) **The foreign societies anonymes**, the documents stipulated by the provisions of paragraph 2 of article 8 of Greek law 3310/2005 (Official Gazette, volume A, issue no. 30), as same was amended by article 8 of law 3414/2005 (Official Gazette, volume A, issue no. 279).

6.3.2. Companies of other legal forms participating in the bidding are obliged to submit a formal statement of article 8 of Greek law 1599/86 stating non participation of a société anonyme in its capital, otherwise, the above mentioned paragraph 6.3.1 (a) shall apply in respect to the société anonyme which holds partnership shares.

**ARTICLE 7. Time and Place of Submission of Tenders–Responsible Department.**

Proceedings concerning the submission, opening and evaluation of Tenders for the present procedure will be conducted by “Material & Purchasing Department” of LIGNITIKI MELITIS SINGLE MEMBER S.A.

- 7.1. Closing date for the present procedure, shall be **Friday 14/01/2022 at 12:00 p.m.**
- 7.2. Tenders may be either submitted in person within the last fifteen (15) minutes prior to the expiration of the above closing date and time at the following address:

Material & Purchasing Department

LIGNITIKI MELITIS SINGLE MEMBER S.A. / SES MELITIS

Meliti, Florina

GR-53150 Florina, GREECE

Phone numbers: +30-23850-37227, +30-23850-37998

Tenders may also be delivered to the secretariat of the LIGNITIKI MELITIS's SINGLE MEMBER Material & Purchasing Department at the same address, by registered mail or by courier by **Friday 14/01/2022 at 12:00 p.m.** by opting for delivery by registered mail or by courier, the participant assumes full responsibility for both the timely delivery of the Tender and the contents thereof.

#### **ARTICLE 8. Unsealing and Evaluation of Tenders**

- 8.1. Unsealing of the Tenders will take place in the premises of LIGNITIKI MELITIS's SINGLE MEMBER Material and Purchasing Department, at the address and time specified in paragraphs 7.1 and 7.2 hereinabove.
- 8.2. The procedure of unsealing the Tenders (stages A & B, herein below) shall be carried out at the presence of the Bidders' authorized representatives.
- 8.3. On the closing date and time, the designated Committee shall proceed with unsealing of all Tenders (stage A). The Envelopes marked as "FINANCIAL OFFER" shall remain sealed.
- 8.4. The contents of each of the Tenders shall be checked against the provisions of ARTICLE 3 hereinabove and for each Tender the conformity in every respect with the terms of the Present Inquiry will be determined (formal evaluation).
- 8.5. Following the above procedure LIGNITIKI MELITIS SINGLE MEMBER S.A. shall proceed to the technical evaluation of the Tenders according to the provisions of ARTICLE 4 hereinabove.

*During the procedure of the technical evaluation, LIGNITIKI MELITIS reserves the right, according to its own judgment, to request additional information from the candidates or/and visit the proposed mines in order for the technical evaluation to be completed.*

8.6. Tenders with deviations and/or exceptions and/or contradictions to the requirements of the hereinabove Articles 8.4 and/or 8.5 (Formal and/or Technical evaluation) may be considered as “Not Accepted” and shall be excluded from any further evaluation.

8.7. The LIGNITIKI MELITIS's SINGLE MEMBER determination of a Tender's conformity is to be based on the contents of the Tender itself without recourse to extrinsic evidence. Any additional information/documents that might be deemed necessary to clarify/elaborate information /data already included in a Tender may be supplied by the Bidder upon request of LIGNITIKI MELITIS's SINGLE MEMBER designated Committee.

According to the results of the formal and technical evaluation procedure, the Tenders shall be classified as either “Accepted” or “Not Accepted”.

8.8. It is the responsibility of LIGNITIKI MELITIS's SINGLE MEMBER competent administrative body to notify in writing by registered mail or telex or fax simultaneously all bidders, whose bids were declared "Not accepted", explaining the reasons for their rejection.

8.9. All Bidders, whose Tenders were classified as “Accepted”, shall be officially notified about the date and time of unsealing the “Financial Offers” (stage B). Further down, the designated Committee shall proceed with unsealing the separate envelopes marked “FINANCIAL OFFER” and examine the presence and adequacy of the economic elements, according to the provisions of ARTICLE 5 hereinabove and shall deem the Tenders as “formally accepted” or “formally not accepted”.

8.10. Economic evaluation shall be carried out only for Tenders which during stage B of unsealing will have been declared as “formally and technically accepted”.

## **ARTICLE 9. Economic Evaluation of Tenders**

9.1. For the economic evaluation of the Tenders a “comparison price”, in EURO per Metric Ton (€/MT) of lignite at a Net Calorific Value of 2.100 Kcal/Kg, shall be computed as follows:

$$P_C = \frac{2.100}{H_0} \left( P + 1,0 \frac{\text{€}}{\text{MT}} \times S_0 \right)$$

where:

$P_c$ : Comparison price (EUROS/MT).

$P$ : The price offered by the bidder for delivery to SES MELITIS facilities in Euros/Metric Ton of lignite at the reference Net Calorific Value " $H_0$ " and maximum sulfur content " $S_0$ " stated by the bidder in his offer.

$H_0$ : The reference Net Calorific Value (NCV) in Kcal/Kg (basis: as received- AR) as stated in the bidders offer.

$S_0$ : The maximum sulfur content " $S_0$ " (%w/w, basis as received-AR) as stated in the bidders offer.

9.2. The award shall be based on the lowest "comparison price", in EURO per Metric Ton (€/MT) of lignite at a Net Calorific Value of 2.100 Kcal/Kg.

9.3. For the completion of the award procedure, LIGNITIKI MELITIS SINGLE MEMBER S.A. reserves the right to ask for offer improvement through the following negotiation process:

- Participation in the negotiation process shall be limited to the Bidders with the three lowest "comparison prices", as well as the Bidders whose "comparison prices" are less than 10% above the lowest "comparison price".
- Bidders who are eligible for participation in the negotiation process will be officially notified to submit their best and final offers on a certain date and a time specified in the notification.
- It is clearly stated that the best and final offer may not exceed the initial offer, otherwise the initial financial offer, being fully binding for the participant, shall be considered for the purposes of comparison and award of the contract.
- The result of the negotiation process will lead to the award of the contract.
- In case that exactly the same price has been offered by more than one Bidder participating in the negotiation procedure, the successful Bidder shall be the one with the best initial offer.

#### **ARTICLE 10. Contract Award**

10.1. The Bid is not finalized prior to the approval of its result by LIGNITIKI MELITIS'S SINGLE MEMBER S.A. competent administrative body. The decision of approval

includes any eventual improvements of the offer made by the successful Bidder.

- 10.2. The supplier will be notified about the award of the contract in writing, and will be invited to sign the contract within 15 days, said notification being binding on both parties. If the supplier does not show up to sign the contract within the above time limit, LIGNITIKI MELITIS SINGLE MEMBER S.A. is entitled to declare him forfeited.
- 10.3. LIGNITIKI MELITIS reserves the right to cancel the procedure initiated by the Present Inquiry according to the following:
  - 10.3.1. In case of breach of the rules of the procedure, if the result of the Procedure is influenced by such a breach.
  - 10.3.2. In case the result of the Procedure is considered justifiably not satisfactory for the Corporation.
  - 10.3.3. In case competition was inadequate, or if there is serious evidence that there has been an agreement between the Bidders to avoid real competition.
  - 10.3.4. In case there have been essential changes in the needs of the Corporation.
- 10.4. The Contract shall be drawn up according to the “Draft Contract” included in the Present Document.

**ARTICLE 11. LIGNITIKI MELITIS’s SINGLE MEMBER S.A Reservations and Rights**

- 11.1. By participating in the present procedure, the Participant unreservedly declares that he is fully aware of the terms as well as of all the data and parts of the Inquiry.
- 11.2. LIGNITIKI MELITIS reserves the right to postpone the closing date of the present procedure or to modify any part of it. These modifications shall be included in Supplement(s), the issue of which shall be officially announced.
- 11.3. LIGNITIKI MELITIS does not bind itself to accept any Tender nor to assign any reason for the rejection of any Tender nor to purchase the whole of the lignite specified or any part thereof and reserves the right to annul the process and reject all Tenders at any time prior to award a Contract, without thereby incurring any liability to the affected Participant or Participants.
- 11.4. LIGNITIKI MELITIS shall in no case be responsible or liable to indemnify Participants for any expense or cost Participants may have sustained for the preparation and submission of their Tender, particularly in case their Tender 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 procedure and submit the Tender, independently of whether they have been finally accepted or not, do not acquire any right at all against LIGNITIKI MELITIS SINGLE MEMBER S.A. from this procedure and their participation to it.

- 11.5. Any Tender, submitted according to the terms of the Present Document, is considered as proposal to LIGNITIKI MELITIS SINGLE MEMBER S.A. and not as an acceptance of LIGNITIKI MELITIS's SINGLE MEMBER S.A. proposal.
- 11.6. 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.
- 11.7. The terms and restrictions concerning the submission of offers are to LIGNITIKI MELITIS's SINGLE MEMBER S.A. 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 12. Acceptance of Purchase Order and Signing of Contract**

The Bidder to whom the contract shall be awarded must submit to LIGNITIKI MELITIS SINGLE MEMBER S.A. any legalization document, potentially required, within a closing date to be specified.

He is also obliged to sign the relevant Contract and deposit at the same time the Good Performance Letter of Guarantee of the Contract according to ARTICLE 14 hereinbelow, with in the closing dates to be specified for this purpose.

Otherwise, LIGNITIKI MELITIS SINGLE MEMBER S.A. reserves the right to cancel the award of the supply and claim for every relative damages.

#### **ARTICLE 13. Participation Letter of Guarantee**

- 13.1. The Bidder along with its Tender shall submit a Participation Letter of Guarantee for the amount of € **70.600,00** worded according to Specimen A.1 in APPENDIX "A".
- 13.2. Participation Letter of Guarantee will be enclosed in the envelope containing technical elements.
- 13.3. If no reason arises for the said Participation Letter of Guarantee to be forfeited on LIGNITIKI MELITIS's SINGLE MEMBER S.A. favor, according to the terms of the

Present Document, it shall be returned to its issuer, if the contract is not awarded to the Bidder(s) and/or upon the expiration of the validity period of his Tender. The Participation Letter of Guarantee submitted by the successful Bidder(s) shall be released only after he has signed the Contract and deposited the Good Performance Letter of Guarantee according to the provisions of ARTICLE 14 hereinbelow.

**ARTICLE 14. Good Performance Letter of Guarantee**

- 14.1. Together with the signed Contract the Seller shall deliver to the Buyer, at his own expenses, a Good Performance Letter of Guarantee issued by a Bank of the Buyer's approval, made out according to the Specimen A.4 attached in APPENDIX "A" and covering an amount in Euros equal to 5% of the total value of the contract (i.e. contractual quantity x Price [€/MT] of lignite).
- 14.2. The Seller's delay in delivering said Letter of Guarantee entitles the Buyer to terminate the Contract immediately, while the Seller will be held responsible for all damages possibly occurring and shall refund to the Buyer all, without exception, the amounts paid to him in advance, together with demurrage interest. If required and in order to assure the said refund, the Buyer may, according to his judgment, proceed to forfeiture of the Participation Letter of Guarantee, already in the Buyer's hands.
- 14.3. The amount of the Letter of Guarantee shall be reduced by up to the half in case fifty per cent (50%) at least of the contract quantity has been delivered provided that there are no Buyer's claims due to other causes (e.g. penaltyclauses, etc.).
- 14.4. If no contrary special term is included in this Contract, and no reason exists for its forfeiture, the Good Performance Letter of Guarantee will be returned to the Bank of issue, upon the Seller's request, following the full and complete fulfillment, without exception, of all of the Seller's contractual obligations as well as the final clearance of all accounts associated with the contract.

**LIGNITIKI MELITIS SINGLE MEMBER S.A.**  
**57, VERANZEROU STR.**  
**104 37 ATHENS**

**INQUIRY N°: AHS M-1800000120**

**“SUPPLY OF 200.000 METRIC TONS OF LIGNITE AT NCV OF 2100 kcal/kg TO LIGNITIKI MELITIS’S SINGLE MEMBER POWER PLANT”**

**Document 3**

**CONTRACT SPECIMEN<sup>1</sup>**

In Athens today, ..... , between the contracting parties herein (hereinafter called the “Parties”), on the one hand the LIGNITIKI MELITIS SINGLE MEMBER S.A. (hereinafter called “Buyer” or “Corporation” or “LIGNITIKI MELITIS SINGLE MEMBER S.A.”), having its registered office in Athens, 57 Veranzerou Street, legally represented by Mr D. Papavramidis, and on the other hand  
..... (hereinafter rcalled“Seller”or“Supplier”) having its registered office in  
..... legally represented herein by ....., the following have been agreed upon and accepted without reservations:

**1. Scope of Supply**

**1.1. Product -Origin**

The Seller shall supply the Buyer with lignite originating from ... [*Origin(s) declared by Seller*] ... .

**1.2. Contractual Quantity**

The contractual quantity shall be 200.000 Metric Tons of lignite, at NCV equal to 2.100 kcal/kg.

LIGNITIKI MELITIS reserves the right to increase the hereinabove quantity by 50% or decrease it by 30%, according to LIGNITIKI MELITIS’s SINGLE MEMBER S.A. needs.

Bidders may submit offers for the supply of either the total quantity sought or part of it.

---

<sup>1</sup> Data in brackets to be filled in accordance to the provisions and the results of the Tender, the data provided in the offers of the successful Bidder(s).

## 2. Specifications of lignite

### 2.1. Basic Quality Characteristics

Low calorific value (as received basis)	minimum maximum	2.000 Kcal/kg 2.400 Kcal/kg
Total moisture content		10-50 % w/w
Ash content (dry basis)	maximum	35 % w/w
Volatile matter content (as received basis)	minimum	21 % w/w
Total Sulphur content (as received basis)	maximum	2,0 % w/w
Hardgrove Index (HGI)	minimum	27
Ash Initial Deformation Point	minimum	1.080 °C
Particle Size	maximum	100

**2.2.** The material must be free of excessive moisture (eg. water pouring out of the trucks), pieces of wood, roots or any material or substance foreign to lignite, which might result in damage to LIGNITIKI MELITIS's SINGLE MEMBER S.A. installations.

## 3. Price Computation

### 3.1. **Basic price:**

Provided that all quality characteristics of the lignite, as they are determined according to the provisions in paragraph 8.2 of the present Contract are within the limits set forth in paragraph 2.1 of same, the base price of lignite in Euros per Metric Ton (€/MT) of as received lignite, for the quantities delivered during each certification period, as it is defined in paragraph 8.3.3 herein below, shall be calculated using the following formula:

$$P_f = \left[ \frac{H}{H_0} \times [P - 1.25 \text{ €/MT} \times (S - S_0)] \right]$$

where:

$P_f$ : Final lignite price in € / Metric Ton of delivered lignite.  $P$ : [As per the supplier's offer] in Euros per Metric Ton

$H$ : Low Calorific Value of the material in kcal/kg on "as received" basis, as resulted from the analysis of the official, average lignite sample of each period of certification.

$H_0$ : [As per the supplier's offer] the reference Net Calorific Value (NCV) in Kcal/Kg on "as received" basis, of the lignite offered, to which the price "P" refers to.

S: Sulfur content (%w/w) of natural lignite on “as received” basis, as determined from the analysis of the official, average lignite sample of each period of certification.

$S_0$ : [As per the supplier's offer] the maximum sulfur content, percent by weight on “as received” basis, of the lignite offered, to which the price “P” refers to.

In case  $S < S_0$  the term  $S - S_0$  shall be considered equal to zero.

### **3.2. Penalties for deviations from the contractual quality characteristics**

#### **3.2.1. In case the Net Calorific Value on “as received” basis is less than 2000 Kcal/Kg**

- For the part of deviation between -1 and -100 Kcal/Kg, less than the contractual minimum of 2.000 Kcal/Kg, a penalty equal to 0,10 €/MT of lignite per 100 Kcal/Kg of deviation shall apply to the base price.
- For the part of deviation between -101 and -200 Kcal/Kg less than the contractual minimum of 2.000 Kcal/Kg, a penalty equal to 1,00 €/MT of lignite per 100 Kcal/Kg of deviation shall apply to the base price.
- For the part of deviation beyond -200 Kcal/Kg less than the contractual minimum of 2.000 Kcal/Kg, a penalty equal to 10,00 €/MT of lignite per 100 Kcal/Kg of deviation shall apply to the base price.

#### **3.2.2. In case the Net Calorific Value on “as received” basis is more than 2.400 Kcal/Kg**

- For the part of deviation between +1 and +100 Kcal/Kg, more than the contractual maximum of 2.400 Kcal/Kg, a penalty equal to 0,10 €/MT of lignite per 100 Kcal/Kg of deviation shall apply to the base price.
- For the part of deviation between +101 and +200 Kcal/Kg, more than the contractual maximum of 2.400 Kcal/Kg, a penalty equal to 1,00 €/MT of lignite per 100 Kcal/Kg of deviation shall apply to the base price.
- For the part of deviation beyond +200 Kcal/Kg more than the contractual maximum of 2.400 Kcal/Kg, a penalty equal to 10,00 €/MT of lignite per 100 Kcal/Kg of deviation shall apply to the base price.

#### **3.2.3. In case the Ash content on “dry ” basis is more than 35,0 % w/w**

- For the part of deviation between +0,01 and +2,00 % more than the contractual

maximum of 35,0 % w/w, a penalty equal to 2,00 €/MT of lignite for every percentage point of deviation shall apply to the base price.

- For the part of deviation between +2,01 and +4,00 % more than the contractual maximum of 35,0 % w/w, a penalty equal to 5,00 €/MT of lignite for every percentage point of deviation shall apply to the base price.
- For the part of deviation beyond +4,00 % more than the contractual maximum of 35,0% w/w, a penalty equal to 10,00 €/MT of lignite for every percentage point of deviation shall apply to the base price.

3.2.4. In case the Volatile Matter content on “as received” basis is less than 21 % w/w

- For the part of deviation beyond 21% w/w, a penalty equal to 10,00 €/MT of lignite for every percentage point of deviation shall apply to the base price.

3.2.5. In case the Sulfur content on “as received” basis is more than 2,0 % w/w

- For the part of deviation between +0,01 and +0,50 % more than the contractual maximum of 2,0% w/w, a penalty equal to 4,00 €/MT of lignite for every percentage point of deviation shall apply to the base price.
- For the part of deviation beyond +0,50 % more than the contractual maximum of 2,0% w/w, a penalty equal to 10,00 €/MT of lignite for every percentage point of deviation shall apply to the base price.

3.2.6. In case the total moisture content is more than 50 % w/w

- For the part of deviation beyond the limit of 50 %, a penalty equal to 10,00 €/MT of lignite for every percentage point of deviation shall apply to the base price.

3.2.7. In case the Hargrove Index is less than 27:

- For the part of deviation between -1 and -2 points less than the contractual minimum of 27, a penalty equal to 0,50 €/MT of lignite for every point of deviation shall apply to the base price.
- For the part of deviation beyond -2 points less than the contractual minimum of 27, a penalty equal to 10,00 €/MT of lignite for every point of deviation shall apply to the base price.

**3.2.8. In case the Ash Initial Deformation Point is less than 1.080 °C**

- For the part of deviation between -1 and -30 °C less than the contractual minimum of 1.080 °C, a penalty equal to 0,10 €/MT of lignite for every Celsius degree of deviation shall apply to the base price.
- For the part of deviation of beyond -31 °C less than the contractual minimum of 1.080 °C, a penalty equal to 2,00 €/MT of lignite for every Celsius degree of deviation shall apply to the base price.

**3.2.9. In case of particles passing the 100 mm sieve**

- A penalty equal to 0,50 €/MT will be implemented for every percentage point of weight of material larger than 100 mm.

3.2.10. The sum of the implemented penalties concerning deviations of lignite quality characteristics, as they shall be calculated according to the provisions hereinabove, shall in no case exceed 100 % of the base price of delivered lignite calculated according to the computation defined in paragraph 3.1.

3.2.11. The result of the herein above computation of Pf in €/Metric ton of lignite delivered shall be rounded off to five decimal digits.

**3.3. Late Delivery Penalties**

Provided that the SUPPLIER, does not meet the delivery rate requirements, and the time limits set forth in paragraphs 5.2 herein below, a penalty equal to 5 % of the value of the quantities of lignite that should have been delivered but were actually not delivered, shall apply.

**3.4. Price Adjustment**

3.4.1 Contractual prices are subject to adjustment.

3.4.2 The first quarter of 2021 is defined as the time of commencement of the price adjustment.

3.4.3 Price adjustment will be based on the time of lignite delivery, with the exception of the cases of paragraph 3.4.4 below. Should the above time not coincide with the time of the deliveries' certification, the performed deliveries shall be allocated to the corresponding months using allocation tables prepared by the Supervising Department based on times of

delivery.

3.4.4 Should the time of lignite delivery be after contractual deadlines, the adjustment shall be performed based on the contractual deadlines as these are set in Article 5 or as extended by the Buyer, as long as the responsibility for not meeting the above deadlines does not reside with the Supplier.

3.4.5 The adjustment to be effected to unit prices shall be performed every three months according to the formula:

$$P_v = P_0 \times \left[ 0.10 + 0.90 \times \left[ \left( \frac{CP_{iv}}{CP_{io}} \right) \times 0.70 + \left( \frac{PP_{iv}}{PP_{io}} \right) \times 0.30 \right] \right]$$

Where:

v: The adjustment period under examination

P<sub>v</sub>: The adjusted price for contractual unit price P<sub>0</sub> for the period v.

P<sub>0</sub>: The corresponding contractual unit price during for the 3-month period of the price adjustment's commencement.

CP<sub>iv</sub>: The average monthly Consumer Price Index for the period v.

CP<sub>io</sub>: The average monthly Consumer Price Index for the 3-month period of the price adjustment's commencement.

PP<sub>iv</sub>: The average monthly fuel Price Index I (diesel) for the period v.

PP<sub>io</sub>: The average monthly fuel Price Index (diesel) for the 3-month period of the price adjustment's commencement.

The values of CPI and PPI are taken from the corresponding tables issued and published by the Hellenic Statistical Authority.

In the event that during the time of submission of adjustment certifications, all indices required for the calculation of the final adjustment coefficient have not been published, the prices shall be adjusted temporarily according to the latest known final adjustment coefficient.

Subsequently, when all required indices have been published, the final adjustment coefficient shall be calculated.



#### **4. Duration of contract**

- 4.1.** The contract to be signed shall be valid until the completion of delivery of the entire contractual quantity, as it is specified in paragraph 1.2 hereinabove.
- 4.2.** The effective date of the contract shall be the date shown in the first page of the Contract, considered as the date of signing of the contract by the parties, or the first date of the lignite delivery to LIGNITIKI MELITIS's SINGLE MEMBER S.A. Power Plant at Meliti, following the supplier's official notification by LIGNITIKI MELITIS of the award of the contract, whichever occurs first.

#### **5. Delivery schedule /rates**

**5.1.** Commencement of delivery of lignite to the aforementioned Power Plant shall take place at the latest one month following the written notification of the bidder by LIGNITIKI MELITIS SINGLE MEMBER S.A. concerning the award of the supply to the bidder.

**5.2.** Lignite delivery shall be continuous, according to the following:

**5.2.1.** The minimum **R1** guaranteed by LIGNITIKI MELITIS SINGLE MEMBER S.A., monthly average rate of delivery at a Net Calorific Value of 2.100 Kcal/Kg on "as received" basis, shall be:

$$R_1 = \frac{Q * 2.100}{200.000 * H_0} * 15.000$$

**5.2.2.** The maximum **R2** monthly guaranteed by the Supplier average rate of delivery at a Net Calorific Value of 2.100 Kcal/Kg on "as received" basis, shall be:

$$R_2 = \frac{Q * 2.100}{200.000 * H_0} * 50.000$$

- 5.3.** In all cases, the Supplier shall be promptly notified about the delivery point, quantities and rates by the Power Plant management according to LIGNITIKI MELITIS's SINGLE MEMBER S.A. needs and shall be made available to the Supplier at least 3 days prior to the estimated delivery date.
- 5.4.** Changes of the lignite delivery schedule resulting in delivery rate beyond the limit specified in paragraph 5.2 hereinabove is only possible in cases of emergency for LIGNITIKI

MELITIS's SES. In this case the Supplier shall undertake every possible effort to comply with LIGNITIKI MELITIS's SINGLE MEMBER S.A. needs.

**5.5.** The Supplier guarantees the capability of continuous delivery of lignite at the required average delivery rate determined according to the provisions of the present paragraph.

## **6. Lignite Delivery**

**6.1.** Lignite shall be delivered to LIGNITIKI MELITIS's SINGLE MEMBER S.A. Power Plant at Meliti in Florina, GREECE.

**6.2.** The Seller assumes full and exclusive responsibility for the delivery of the material within the limits of the above mentioned areas, including arrangement of the delivered material within the storage yard, if necessary.

**6.3.** The material shall be delivered at the installations of LIGNITIKI MELITIS's SINGLE MEMBER S.A. Power Plant according to the provisions of paragraphs 6.1 & 6.2, hereinabove:

- On working days, from 07:00 to 21:00 hours.
- At weekends, from 07:00 a.m. to 15:00 p.m.

**6.4.** Delivery beyond the above delivery hours on working days or delivery on public holidays is subject to the consent of the management of the destination Power Plant, the SUPPLIER having no right to claim any additional compensation/charges for that reason.

**6.5.** The SUPPLIER, having control of the dispatch of lignite with trucks at the loading point, shall notify on a daily basis the Power Plant's personnel for the delivery schedule of at least the next day. To ensure smooth and continuous unloading of trucks, the SUPPLIER shall make every possible effort to smoothly distribute the number of trucks arriving at Power Plant over the daily delivery hours.

**6.6.** In order to ensure smooth flow of trucks to the Power Plant the Seller assumes full responsibility to arrange the unloaded material within the storage yard by means of appropriate machines (e.g. dozers, loaders etc.) to be provided by the Seller at the Seller's own expenses.

## **7. Lignite transportation**

**7.1.** Transportation within the limits of the Greek territory shall be carried out according to the

relevant legislation in effect at the time of execution of the Contract. Seller is obliged to possess/present at LIGNITIKI MELITIS's SINGLE MEMBER S.A. demand all documentation/licenses/certificates required by the legislation in effect concerning either the vehicles and/or the drivers. Should any of the above not be available and/or not presented to LIGNITIKI MELITIS's SINGLE MEMBER S.A. authorized personnel, LIGNITIKI MELITIS SINGLE MEMBER S.A. reserves the right to refuse access of the Seller's vehicles into LIGNITIKI MELITIS's SINGLE MEMBER S.A. installations.

- 7.2.** All means of lignite transportation (trucks) must be in full compliance with all legal requirements concerning the transportation of lignite.
- 7.3.** The Seller assumes full responsibility of conformity of transportation means to the corresponding European and Greek legislation in effect.

## **8. Quantity / Quality determination**

### **8.1.** Quantity determination shall be carried out according to the following:

- 8.1.1.** The quantities of lignite delivered shall be determined by means of the scales of the Power Plant. The whole procedure shall be carried out by the personnel of the Power Plant and shall be witnessed by representative(s) of the Seller, the latter being solely responsible to appoint his authorized representative(s) for that purpose.
- 8.1.2.** Each and every truck, upon arrival at the Power Plant, shall be individually weighed at the scale to determine its gross weight. After unloading of the material inside the storage yard the truck will be again weighed to determine its tare. The quantity delivered from each and every truck will be calculated on the basis of its gross weight and tare. Copies of all weighing bills shall be given to the SUPPLIER's representatives.
- 8.1.3.** LIGNITIKI MELITIS declares that the scales used for the determination of the quantities of lignite delivered into all Power Plants are calibrated. The Seller is entitled to check the calibration of said scales at his own expenses, at any time. In the event that correction(s) of the calibration of the scales is deemed necessary, said correction(s) shall have no retroactive effect and shall be applicable only to quantity determinations thereafter.
- 8.1.4.** Certification of delivered quantities shall be made by the Power Plant's personnel,

every fortnight, i.e. for the periods from the 1st up to the 15th and from the 16th to the last calendar day of each month. At the beginning as well as the expiration of the contract there will be, if necessary, shorter certification periods, beginning or ending, however, respectively, on the above dates.

8.1.5. Within four (4) working days, at the latest, from the last delivery date of each certification period, the Power Plant shall send to the SUPPLIER the list of the quantities delivered during the certification period in question. For each and every consignment, the number of the corresponding weighing bills, identification of the truck or wagon used and all data concerning quantity (gross weight, tare and net quantity of lignite delivered) shall be shown on said list.

**8.2.** The Parties shall agree on an Independent Surveyor who will be appointed by the Buyer to perform the quality determination of the lignite delivered. The cost of the surveyor's services shall be equally shared between the Seller and the Buyer.

**8.3.** Quality determination of the lignite delivered over each certification period, as the latter is defined in paragraph 8.1.4 hereinabove, shall be carried out by the aforementioned Independent Surveyor or according to the following:

8.3.1. In case the material is determined by an initial visual inspection, either onboard of the truck or during unloading, to contain excessive moisture (e.g. water pouring out of the trucks /wagons), pieces of wood, roots or any other material that could result in damage to LIGNITIKI MELITIS's SINGLE MEMBER S.A. installations, unloading shall be interrupted and the Seller is obliged to take said faulty material away by his own means and at his own expenses.

8.3.2. Sampling: During unloading of each and every truck at LIGNITIKI MELITIS's SINGLE MEMBER S.A. installations, sampling shall be carried out by an Independent Surveyor, certified for the Inspection of lignite delivery, and witnessed by both LIGNITIKI MELITIS's SINGLE MEMBER S.A. and Seller's representatives, the latter being solely responsible for appointing his authorized representative for that purpose. Sampling shall be carried out according to international ISO, ASTM or other equivalent Standards.

8.3.3. Sample preparation and distribution: The Independent Surveyor shall prepare one sample for every consignment of 3.000 MT (sub-lot) of delivered lignite, the above preparation being witnessed by LIGNITIKI MELITIS's SINGLE MEMBER S.A. and

the Seller’s representatives. It is noted that the last consignment within a certain 15-day certification period, may be less than 3.000 MT.

Each of the above samples shall be divided in four parts, each of which shall be individually sealed by the Independent Surveyor. The four samples shall be distributed as follows:

- Both LIGNITIKI MELITIS SINGLE MEMBER S.A. and the Seller shall receive one sealed sample each.
- Two sealed samples shall remain at the possession of the Independent Surveyor. One of these will be used for the performance of laboratory tests, whereas the other one shall remain sealed at the Independent Office as an “Umpire” sample, to be used in case of Arbitration.

The Independent Surveyor shall officially notify both LIGNITIKI MELITIS SINGLE MEMBER S.A. and the Seller of the seal numbers of all four samples.

It is pointed out that in case that LIGNITIKI MELITIS’s SINGLE MEMBER S.A. or/and the Seller’s authorized representatives do not witness the above procedures for the preparation, dividing, sealing and distribution of the composite sample, the Independent Surveyor proceeds with the above procedures in the absence of LIGNITIKI MELITIS’s SINGLE MEMBER S.A. or/and the Seller’s representatives, and both parties expressly and unconditionally accept said procedures as they have been carried out by the Independent Surveyor.

8.3.4. Analyses – Applicable Standards: The Independent Surveyor shall dispatch one of the two sealed samples that are in his possession to a laboratory chosen by the Independent Surveyor amongst a list of mutually accepted Laboratories, prepared by LIGNITIKI MELITIS SINGLE MEMBER S.A. and the Seller in cooperation with the Independent Surveyor. Analyses for all basic quality characteristics in paragraph 2.1 shall be carried out according to internationally acceptable standards. Indicative standards are listed below:

ASTM D5865	<i>Standard Test Method for Gross Calorific Value of Coal and Coke</i>
ISO 1928	Solid mineral fuels -- Determination of gross calorific value by the bomb calorimetric method, and calculation of net calorific value
ASTM D3173	<i>Standard Test Method for Moisture in the Analysis Sample</i>

	<i>of Coal and Coke</i>
ASTM D3302	Standard Test Method for Total Moisture in Coal
ISO 589	Hard coal -- Determination of total moisture
ASTM D3174	Standard Test Method for Ash in the Analysis Sample of Coal and Coke from Coal
ASTM D3175	<i>Standard Test Method for Volatile Matter in the Analysis Sample of Coal and Coke</i>
ISO 562	Hard coal and coke -- Determination of volatile matter
ASTM D5142	Standard Test Methods for Proximate Analysis of the Analysis Sample of Coal and Coke by Instrumental Procedures
ISO 17246	Coal -- Proximate analysis
ASTM D3176	<i>Standard Practice for Ultimate Analysis of COAL and Coke</i>
ISO 17247	Coal -- Ultimate analysis
ASTM D3177	<i>Standard Test Methods for Total Sulfur in the Analysis Sample of Coal and Coke</i>
ASTM D4239	<i>Standard Test Methods for sulfur in the Analysis Sample of Coal and Coke Using High Temperature Tube Furnace Combustion Methods</i>
ASTM D409	<i>Standard Test Method for GRINDABILITY of COAL by the Hardgrove- Machine Method</i>
ISO 5074	Hard coal -- Determination of Hardgrove grindability index
ASTM D1857	<i>Standard Test Method for FUSIBILITY of COAL and Coke Ash</i>
ISO/FDIS 540	Hard coal and coke -- Determination of ash fusibility
ISO 1953	Hard coal -- Size analysis by sieving

The results of the analyses will be officially communicated by the Independent Surveyor to both LIGNITIKI MELITIS SINGLE MEMBER S.A. and the Seller.

8.3.5. Within ten (10) working days from the last date of delivery of each and every 15-day delivery period (“certification period”), the Independent Surveyor shall send to both Seller and Buyer, by courier upon receipt, the results of the analyses of each and every sub-lot sample of said certification period, as well as the weighted average of all quality characteristics set forth in paragraph 2.1. Said weighted average shall be used for invoicing purposes for said certification period.

**8.4.** Upon commencement of the implementation of the contract, the Parties, in collaboration with the Independent Surveyor, shall agree upon a list of mutually accepted, certified laboratories from which the Surveyor shall choose the laboratory, in which the analyses of lignite shall be carried out. Change of the selected laboratory is possible only after the submission of a relevant request by any of the Parties and only if arbitration has preceded. Selection of the new laboratory shall be effectuated from the list of certified laboratories agreed upon between the contracting Parties as above. The Independent Surveyor as well as and laboratory's costs shall be borne equally by LIGNITIKI MELITIS SINGLE MEMBER S.A. and the Supplier.

**8.5. Arbitration:** Each and every Party reserve the right to request arbitration concerning any of the analyses included in the quality determination of delivered lignite.

8.5.1. The Party requesting arbitration must do so in writing by a letter sent by certified mail to both the Independent Surveyor and its Counterparty in this contract, within the exclusive deadline of fifteen (15) working days following the receipt by said Party of the results of the analyses, for which arbitration is requested.

8.5.2. The contracting Parties shall agree on the mutually accepted laboratory, in which the analyses for arbitration shall be carried out, and LIGNITIKI MELITIS SINGLE MEMBER S.A. shall notify the Independent Surveyor accordingly. The Independent Surveyor shall send the sealed umpire sample kept exclusively for this purpose, to the mutually accepted laboratory and shall notify the parties about the exact date and time to perform the arbitration analyses, so that the parties may witness.

8.5.3. Arbitration analysis shall be final and binding for both Parties. The arbitration charges shall be borne by the Party that is not favored by the results of the arbitration, i.e. the Party which, following and according to the results of the arbitration, is obliged to pay/return -as applicable- an amount of money to the other party.

## **9. Environmental requirements**

The Seller's personnel to enter/work in LIGNITIKI MELITIS's SINGLE MEMBER S.A. installations, is required to comply with the following rules:

- Conform to applicable environmental legislation.
- Conform to the instructions of the Power Plant's personnel concerning environmental issues and issues of hygiene and safety at work.

- Possess and maintain in force all licenses/certificates required by the applicable legislation throughout the period of execution of the contract; those must be presented during controls either by LIGNITIKI MELITIS's SINGLE MEMBER S.A. Power Plant authorized personnel or by the Authorities.
- Only experienced and properly trained personnel should be employed for the transportation and loading/unloading of lignite.
- Avoid wasting of natural resources (eg. energy, water).
- Maintain cleanliness of the working place and prevent of soil pollution.
- Collect any wastes resulting from loading/unloading works and dispose them properly in suitable containers.
- Manage dangerous wastes, for which the Seller is responsible according to the contract, in accordance with legislation in effect. Any disposal of such wastes in the ground or the sewerage system of the Power Plant is strictly prohibited.
- Immediately notify the Power Plant's authorized personnel in the event of any environmental problem. The Power Plant's authorized personnel will immediately notify the person in charge of environmental management of the Plant.
- Environmental restoration of the area, in case of environmental accident caused by the Seller, is to be done by the Seller at the Seller's sole responsibility, by the Seller's own personnel and at the Seller's expenses.

The Power Plant's personnel reserve the right to stop any work done by the Seller and/or his personnel, in case of not complying with any of the above rules.

## **10. Terms of Payment**

- 10.1.** Invoicing shall be made for each and every certification period, following the completion of the quantity and quality determination procedures, and shall be based on the results of the analyses carried out in the context of the quality determination.
- 10.2.** Payment of invoices shall be made within thirty (30) calendar days from the date of submission at the offices of LIGNITIKI MELITIS's SINGLE MEMBER S.A. Material & Purchasing Dept. of the following
- The original Seller's Invoice(s).
  - Certificate of Analysis of the delivered Quantities (issued by the Independent Inspector).
  - Any additional documents required by the Law.



**10.3.** Any request for arbitration by any of the parties, concerning the results of the analyses does not suspend the procedures of invoicing and payment of the invoices issued on the basis of the results of the initial quality determination.

**10.4.** In case of arbitration by any of the parties and according to the results thereof, the SUPPLIER shall issue the appropriate documents (Invoice or Credit note) within 5 working days of the official notification of the Parties by the Independent Office about the results of the arbitration.

**10.5.** Payment shall be made exclusively in Euros (€).

**10.6.** No advance payment shall be made by LIGNITIKI MELITIS SINGLE MEMBER S.A.

**11. Warranties.**

The Seller explicitly and unreservedly warrants:

- The availability of adequate quantities of lignite, having the quality characteristics set forth herein, to be delivered at the guaranteed rate set forth herein.
- Full compliance of the quality characteristics of the material offered for delivery with the requirements set forth herein.
- That the Supplier has made all necessary arrangements concerning the availability of machinery and vehicles, either owned by him or to be contracted from a third party, that are necessary to deliver the lignite at the guaranteed rate set forth herein.
- That the Supplier has full knowledge of the conditions of transport and unloading of material at the facilities of the Power Plant of Meliti as well as knowledge of the available LIGNITIKI MELITIS's SINGLE MEMBER S.A. equipment to be used for the quantity determination of lignite according to the provisions set forth herein.

**12. Good Performance Bond**

**12.1.** Upon signing this Contract the Seller delivered to the Buyer the ... *[registrationNo/Date]*... Good Performance Letter of Guarantee issued by the ... *[Name of Issuing Bank]* ... for the amount of ... *[Amount of Good Performance Bond]* ... Euros.

**12.2.** The Seller's delay in delivering the said Letter of Guarantee entitles the Buyer to terminate the Contract immediately, while the Seller will be responsible towards him for all damages possibly occurring and shall refund to the Buyer all, without exceptions, of the amounts paid to him in advance, together with the applicable overdue interest. If

required and in order to secure said re-fund, the Buyer may, according to his judgment, proceed to forfeiture of the Participation Letter of Guarantee and/or the Advance Payment Letter of Guarantee that are already in his possession.

- 12.3.** The amount of the Letter of Guarantee shall be reduced by up to the half in case fifty per cent (50%) at least of the contract quantity has been delivered provided that there are no Buyer's claims due to other causes (e.g. penalty clauses, etc.).
- 12.4.** If no contrary special term is included in this Contract, and no reason exists for its forfeiture, the above Good Performance Letter of Guarantee shall be returned to the Bank of issuance, upon the Seller's request following the full and complete fulfillment of all, without any exception, of the Seller's contractual obligation under the present Contract and provided that final settlement and clearance of all accounts associated with this contract is completed.

### **13. Liabilities**

Neither party shall be liable for indirect or consequential damages.

### **14. Violation of the Contract –Termination**

- 14.1.** In all cases of breach of any term of the present Contract, due to any cause other than Purchaser's fault, force majeure or delay in the delivery of the materials, the Purchaser reserves the right to terminate the Contract and the Seller is obliged to indemnify the Purchaser for all direct damages sustained by the latter due to the above breach, providing that the Purchaser proves sustaining such direct damages and total charge does not exceed fifty per cent (50%) of the total value of the Contract.
- 14.2.** The said indemnification is independent from and additional to the penalty clause imposed for delayed delivery of material.
- 14.3.** In those cases the Purchaser also reserves the right to claim the fulfillment of the Seller's contractual obligations or to terminate the Contract by his written notification towards him, with no obligation to indemnify the Seller and without observing any closing date.
- 14.4.** The termination of this Contract by the Purchaser shall also entail the forfeiture of the Good Performance Guarantee, but the Seller shall be obliged to restore all direct damages sustained by the Purchaser regard less of whether the said guarantee is forfeited or not.

- 14.5.** The Purchaser reserves the right to terminate the present Contract at any time regardless of Seller's fault. In case of such termination, the Purchaser shall refund to the Seller the costs actually incurred by the latter at performing the Contract and up to the date of termination, reduced by the price of the material already received and paid for the Purchaser with reservation of the provisions of subparagraph 14.9 herein below, as well as the reasonable price, that the Seller might have collected from selling the material not yet delivered. The Purchaser shall also defray to the Seller as an indemnification, a sum equal to five per cent (5 %) of the value of the material not delivered until the date of termination.
- 14.6.** The aforesaid conclude all the Purchaser's obligations in connection with the termination of the Contract by the latter without cause.
- 14.7.** With reservation of all the Purchaser's rights, according to paragraph 14.9. herein below, and regardless if the Contract is terminated with or without cause the Purchaser shall defray to the Seller any due contract price for the material delivered until the date of termination of the Contract, and the Seller shall refund to the Purchaser the advance payment given to him, upon reduction by the part of the advance payment given to him, upon reduction by the part of the advance payment corresponding to the contract price of the material delivered before the termination.
- 14.8.** With reservation of subparagraph 14.9 herein below, the delivery of material loaded before termination shall not be affected by the said termination.
- 14.9.** Far from the consequences mentioned above, non-delivery by the Seller to the Purchaser of the entire and/or part of the material, entitles the Purchaser to return to the Seller at the expenses of the latter, the parts of the material already delivered to the Purchaser, if the said parts alone are incomplete and useless. In that case the Seller shall be obliged to refund to the Purchaser any price possibly defrayed by same for the said parts, as well as any other expenses possibly incurred by the Purchaser in consequence of the delivery of the said parts.
- 14.10.** Notwithstanding the above and independent to the imposed penalties provided elsewhere herein, LIGNITIKI MELITIS SINGLE MEMBER S.A. reserves the right to terminate the Contract at the expense of the SUPPLIER with all the negative consequences for the SUPPLIER provided therein, in the following cases:

- Any results of the analyses concerning four (4) certification periods, successive or not, deviate from the contractual limits for the basic quality characteristics set forth in the contract.
- The SUPPLIER fails to meet the contractual requirements regarding the delivery rates, set forth in the contract for two months, successive or not.
- The reserves of lignite in the storage yard of the Power Plant are reduced to zero at the SUPPLIER'S responsibility for a time period of more than one week.
- Any damage occurs to the equipment of the destination Power Plant, caused by any deviations of the quality characteristics of the lignite delivered from the contractual limits.

## **15. ForceMajeure.**

**15.1.** All events uncontrollable by the Seller and inevitable, in spite of any efforts he might make, are considered as cases of Force Majeure. Events of force majeure related to the Seller's sub-suppliers; do not constitute force majeure for the Seller as well.

**15.2.** The Seller is obliged to notify immediately and not later than ten (10) days occurring by a document of his to the Purchaser, any event of force majeure that could possibly affect this Contract, otherwise he shall have no right to appeal to it.

## **16. Law and disputer solution**

**16.1.** The governing law of this agreement is the Greek Law; the Greek Law shall be used for interpreting the agreement and for resolving all claims or disputes arising out of or in connection with the agreement (whether based in contract, in tort or on any other legal doctrine).

**16.2.** In case of disagreement between Purchaser and Seller, effort shall be made for the settlement of the differences by representatives of the contracting parties.

**16.3.** Any such claim or dispute not settled by negotiation in connection with this contract shall be finally settled exclusively in Athens Courts and according to Greek Law.

## **17. Confidentiality**

Both parties hereby undertake the obligation to treat as strictly secret and confidential, any information made available to them by the other party or which they will have access to by virtue

of their capacity and/or association with the company.

**18. Other terms**

**18.1.** Inco terms 2010 as amended are applicable.

**THE CONTRACTING PARTIES**

**FOR THE SELLER**

**FOR LIGNITIKI MELITIS SINGLE MEMBER S.A.**

**LIGNITIKI MELITIS SINGLE MEMBER S.A.**

**57, VERANZEROU STR.**

**104 37 ATHENS**

**INQUIRY N°: AHS M-1800000120**

**“SUPPLY OF 200.000 METRIC TONS OF LIGNITE AT NCV OF 2100 kcal/kg TO LIGNITIKI MELITIS’S SINGLE MEMBER S.A. POWER PLANT”**

**Document4**

**APPENDIX A**

**Specimens of Inquiry Documents**

**SPECIMEN A.1**

**LETTER OF PARTICIPATION GUARANTEE**

TO:

LIGNITIKI MELITIS SINGLE MEMBER S.A.  
57, Veranzerou street, Athens 104 37 GREECE

DATE .....

We wish to inform you that we irrevocably and unreservedly guarantee in favor 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 a 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 as summed 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 authorization, 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 togetherwithadeclarationfromyoureleasingusfromthepresentguarantee.

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

- (1) The business trade name of the Bidder.
- (2) The ad dress 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.

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

The ..... herein below signed  
..... lawfully representing  
the Firm .....  
....., bidding against LIGNITIKI MELITIS's SINGLE MEMBER S.A.  
Inquiry No.....  
declare that I took cognizance of all Bidding and Contracting Terms enunciated in the respective  
Inquiry, I studied and accept same irrevocably and unreservedly in the name of said firm.

Signature.....

Date.....



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

The ..... herein  
below  
signed....., duly  
representing the Firm .....  
.....  
....., bidding against LIGNITIKI MELITIS's SINGLE MEMBER S.A.  
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 2 of the Document "Bidding Terms and Procedures".

Signature.....

Date.....

(\*) The number of calendar days, not less than twenty (20) is to be inserted here in figures and words.

---

**SPECIMEN A.4**

**GOOD PERFORMANCE LETTER OF GUARANTEE**

TO:  
LIGNITIKI MELITIS SINGLE MEMBER S.A.  
57, Veranzerou street, Athens 104 37 GREECE

DATE .....

We beg 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 Supplier(1) ..... having its seat in (2) ..... up to the sum of (3) ..... for the exact, faithful fulfillment of every and all obligations assumed by your said Supplier pursuant to the Contract (or Purchaser Order) 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 Supplier is in default with regard to any obligation of any kind or nature undertaken by him by virtue of the above CONTRACT (or Purchaser Order), 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 authorization, action or consent of the Supplier 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 Supplier 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 Supplier by virtue of the above Contract(or Purchaser Order) 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 Supplier.
- (2) The address of Supplier's seat.
- (3) The maximum guarantee amount.
- (4) Number (identification) of the Contract (or Purchaser Order), as referred to on the first page of such Contract (or Purchaser Order)
- (5) Full description of the material to be supplied.
- (6) The date (day, month, year) six months after the date of the last contractual delivery, unless otherwise stated in the Contract (or Purchaser Order).

**SPECIMEN A.5**

**FINANCIAL OFFER**

COMPANY'S DATA :

Name:

.....

..... Address:

.....

..... Authorized Legal Representative:

.....

1.

Lignite Origin(s):

.....

..... Quantity offered (MT):

..... Price of-

ferred (€/MT):

.....

Reference Net Calorific Value for the price offered ("H<sub>0</sub>", Kcal/Kg AR):

..... Maximum Sulfur Content ("S<sub>0</sub>", percent AR) .....

## SPECIMEN 21.15

### ΣΧΕΔΙΟ ΔΗΛΩΣΗΣ Ν. 1599/86

Μετά το έντυπο κείμενο μίας τέτοιας δήλωσης, να προσθέτονται κάθε φορά τα παρακάτω:

#### 1. Προκειμένου περί Ανωνύμων Εταιριών (Α.Ε.) και Εταιριών Περιορισμένης Ευθύνης (ΕΠΕ)

1.1 Στην εταιρία με την επωνυμία..... έργα διευθυντή, διοικητικού και νομικού συμβούλου εκτελούν μόνον οι παρακάτω:  
Διευθυντής: ο..... Μέλη Διοικ.  
Συμβουλίου,  
Διευθύνοντες Σύμβουλοι, άλλοι Διοικητικοί Σύμβουλοι :  
οι.....  
Νομικοί Σύμβουλοι :  
οι.....

1.2 Κανένας από αυτούς, δεν είναι Βουλευτής.

#### 2. Προκειμένου περί προσωπικών εταιριών (ομορρυθμών ή ετερορρυθμών)

Ισχύουν οι παραπάνω παράγραφοι 1.1 και 1.2 καθώς και οι ακόλουθοι παράγραφοι :

2.1 Τα ομόρρυθμα (ή/και) ετερόρρυθμα μέλη της εταιρίας είναι τα ακόλουθα:

- (α) .....
- (β) .....
- (γ) .....

2.2 Κανένας από αυτούς, δεν είναι Βουλευτής.

#### 3. Προκειμένου περί ατομικών επιχειρήσεων

3.1 Δεν είμαι Βουλευτής

3.2 Στην Επιχείρησή μου.....  
έργα Διευθυντή, διοικητικού ή νομικού συμβούλου εκτελούν μόνο οι παρακάτω:  
Διευθυντής : ο κ.....  
Διοικητικοί Σύμβουλοι : .....

3.3 Κανένας από αυτούς, δεν είναι Βουλευτής.