



PUBLIC POWER CORPORATION S.A.

REQUEST FOR PROPOSALS FOR NATURAL GAS SUPPLY

INQUIRY No: DYED – 1/2018

Athens, 17.10.2018

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PUBLIC POWER CORPORATION S.A.
Business Development Implementation Department
7, 3rd Septemvriou Street
104 32 Athens, GREECE

INQUIRY N°: DYED-1/2018

SUBJECT: "PROPOSALS FOR NATURAL GAS SUPPLY"

Document #1

REQUEST FOR PROPOSALS

1. OVERVIEW

Public Power Corporation S.A. (PPC S.A.), 30 Chalkokondili Street, Athens, GREECE, the largest power utility in Greece and currently the largest natural gas consumer in the country, using it for power generation, launches an international Request for Proposal (RfP) for the supply of 1.800.000.000 KWh_{th} of natural gas plus or minus 20 per cent at PPC's option.

The above quantities shall be supplied over the period 08.11.2018 7:00 Athens local time through 01.01.2019 7:00 Athens local time, which shall constitute the period of duration of the contract as regards the supply of natural gas to PPC.

All Participants must submit their offer for the delivery of natural gas at Virtual Trading Point (VTP) of Hellenic Gas Transmission System Operator S.A. (DESFA).

The proposals submitted will be evaluated of the "lowest comparison price", as it is defined in Article 2 paragraph 2.3.3 of Document No 2 ("Bidding Terms and Procedures").

The Department responsible for all issues related to the present Request for Proposals is the "Business Development Implementation Department" of PPC S.A. (7, 3rd Septemvriou Street, 10432, Athens).

For further information potential participants are kindly requested to contact:

- Mr. S. Kopelias Tel. +30-210-5283605, s.kopelias@dei.com.gr
- Mr. I. Lysaridis, Tel. +30-210-5283608, i.lysaridis@dei.com.gr
- Mr. I. Mavroeidis, Tel. +30-210-5283603, i.mavroeidis@dei.com.gr

The RfP shall take place through the electronic platform of Cosmo-One.

For gaining access to the Cosmo-One electronic platform for the RfP all companies interested in participating are kindly requested to contact the Cosmo-One Helpdesk, Tel.: +30-210-2723810.

The electronic procedure shall be carried out in three separate stages:

- Stage 1 - Documentation and Requirements questionnaire. Data and documents are to be submitted within the context of both Stages 1a and 1b.
- Stage 2 - Initial financial Offer (along with the Participation Letter of Guarantee).
- Stage 3 - Best and Final offer.

Detailed description of each of the above stages is included in "Bidding Terms and Procedures" (Document 2) of this RfP.

The electronic platform of Cosmo-One shall be open for the submission of Documentation pertaining to Stage 1a of the RfP from Wednesday, 17.10.2018, 10:00 a.m. Athens local time (GMT+3) to Friday, 26.10.2018, 15:00 Athens local time (GMT+3).

The opening periods for Stages 1b, 2 and 3 shall be announced by Cosmo-One to all qualifying Bidders through e-mail.

2. Eligibility for Participation

The present Request for Proposals is open to all companies, groups of companies, consortia and joint-ventures, having a track record and experience in the natural gas market as suppliers and/or traders, having concluded and successfully completed within the last three (3) years contracts of total delivered measuring up to at least 1.800.000.000 KWh_{th} of natural gas.

3. Scope of Supply

3.1. Quantity

The quantity to be supplied shall be 1.800.000.000 KWh_{th} of natural gas.

PPC reserves the right to decrease or increase the hereinabove quantity by 20%, according to PPC's needs.

Participants may submit offers for the supply of the total quantity requested.

3.2. **Prices offered**

The offered prices will be in \$/KWh_{th} and will not include any taxes and levies applicable.

3.3. **Duration of the Contract.**

The delivery and off-take of Natural Gas under the Contract shall take place from 08.11.2018 7:00 until 01.01.2019 7:00 local time.

The Contract shall enter into force on the delivery start date and shall be valid until the date of fulfillment of all Parties' obligations under the Contract.

3.4. **Delivery Terms**

3.4.1. Delivery Point.

Natural Gas shall be delivered on Virtual Trading Point (VTP) of DESFA.

3.4.2. Delivery rate:

The delivery rate will be from 0-125 % of Average Daily Quantity as elaborated in Article 1 of document No 3 ("Draft Contract").



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Document #2

BIDING TERMS AND PROCEDURES

1. Parts and Documents of Request for Proposals.

1.1. The present Request for Proposals comprises of all and only of the following Parts (Documents):

- Request for Proposals (Document #1)
- Bidding Terms and Procedures (Document #2)
- Draft Contract (Document 3 of 3)

2. Electronic Procedure.

2.1. General provisions.

- The Request shall be carried out through the electronic platform of Cosmo-One.
- The whole electronic platform setup of the RfP including questionnaire to be answered, data fields to be filled in, instructions /remarks / comments given on the various screens etc. constitutes integral part of the present RFP.
- All questions included in the electronic platform are to be answered, all data fields to be filled in, as applicable, and all required documents are to be submitted in accordance with the instructions /remarks / comments given on the various screens.
- All documents required within the context of the present RfP shall be submitted in electronic “portable document format” through the electronic platform of Cosmo-One, with the exception of the Participation Letter of Guarantee (Bid Bond), which shall be scanned and uploaded in portable document format through the electronic platform of Cosmo-One along with the Initial Financial Offer (Stage 2) while the original must be delivered to PPC

(7, 3rd Septemvriou Street, 10432 Athens, Greece) at the latest three working days after closure of the electronic platform for Stage 2.

- In case of documents that are required to be duly signed by the Participant's authorized official(s), those will be scanned and uploaded in "portable document format" to the electronic platform.
- Instructions on gaining access to Cosmo-One electronic platform may be found in paragraph 1 of "Request for Proposals" (Document 1).
- PPC reserves the right to ask for further data and/or explanations from the Participants, should such a request be deemed necessary at any stage in the course of the offers evaluation process.
- Proposals may be submitted only in the English/Greek language. Any documents / certificates pertaining to the Supplier's status and/or validation may be submitted either in the English or the Greek language; documents / certificates issued in any other language must be accompanied by a certified translation into the English Language.
- Please note that all data submitted within the context of the present Request for Proposals through the electronic platform of Cosmo-One are accessible to nobody, including Cosmo-One electronic platform operators, while the platform is still open. Upon closure of the platform the data shall be retrieved from the platform by Cosmo-One and shall be dispatched, as elaborated in the following paragraphs, to PPC and the participants.

2.2. Stage 1.

Documents and Data required within the context of Stage 1a pertain to the:

- Participant's legal status.
- Participant's financial status.
- Participant's past experience / eligibility for participation in accordance to paragraph 2 of "Request for Proposals" (Document 1).
- Acceptance by the participants of the Bidding and Contractual Terms of the present RfP.
- Conformity of the quality of the Natural Gas offered with the quality specifications described in the Natural Gas System Management Code Appendix I.
- P.P.C. as a Greek state company is obliged to be in accordance with its internal procedures and governance. Thus PPC cannot enter into a contract

with a supplier who is registered in an offshore jurisdiction. Therefore participants must be registered in a country that is not classified as "offshore jurisdiction" by the Greek law.

Submission and evaluation of data within the context of Stage 1 shall be made as follows:

2.2.1 Stage 1a.

The electronic platform of Cosmo-One shall be open for the submission of Documentation pertaining to Stage 1a of the RfP from Wednesday, 17.10.2018, 10:00 a.m. Athens local time (GMT+3) to Friday, 26.10.2018, 15:00 Athens local time (GMT+3).

The following documents shall be available to participants through the electronic platform of Cosmo-One:

- The full text of the "REQUEST FOR PROPOSALS FOR NATURAL GAS SUPPLY " in non-editable, portable document format.
- Specimen A.1 (declaration of unreserved acceptance of all Terms and Conditions set forth by PPC for the present Request), in editable format.
- Specimen A.2 (Participation Letter of Guarantee) in editable format.
- Specimen A.3 (Initial Financial Offer) in editable format.

The following documents and data are to be submitted:

- Official documentation regarding the Participant's legal status (e.g. Articles of Association, Country of Establishment, Authorized Representatives etc.).
- Official documentation proving the authority of the company official(s) to sign the documents submitted in the context of the present Invitation for RfP.
- Declaration, prepared according to specimen A.1 attached hereto, declaring unreserved acceptance of all Terms and Conditions set forth by PPC for the present RfP, duly signed by the above authorized company official(s).
- Documentation regarding the Participant's past experience towards meeting the requirements of paragraph 2 of RfP (Document 1), duly signed by the above authorized company official(s).

- Official financial documentation for the last three years, proving the Participant's financial capability to fulfill the obligations arising from his proposal; such documentation may include the Participant's annual financial statements (Balance Sheet, Profit and Loss Account) or any other data that might serve towards this end. The above information may be submitted either as "portable document format" files or a URL link (along with necessary authorization codes, if any).
- Declaration of conformity of the quality Natural Gas offered with the requirements specified by Hellenic Gas Transmission System Operator S.A. (DESFA).
- A list of all company officials authorized to sign a financial offer for the supply of the Natural Gas quantities required by PPC within the context of the present RfP; the list must be duly signed.
- Declaration of conformity that the supplier is not registered in an "offshore jurisdiction" as defined by the Greek law.
- Any additional information, as deemed necessary by the Participants, may be included in their offers, either as comments to the Participants' answers to the questionnaire, in the space(s) provided in the electronic platform, or as additional portable document formatted files uploaded to the platform.

All data and documents submitted within the context of Stage 1a shall be checked by PPC as regards conformity in every respect with the terms and requirements of the present RFP. Based on the results of the aforementioned procedure a list of any documents and/or data and/or clarifications required within the context of Stage 1 shall be sent through Cosmo-One to each participant.

2.2.2 Stage 1b.

Consequently, the electronic platform of Cosmo-One shall be opened for a period of one full Greek working day in order for the participants to submit any documents and/or data and/or clarifications required, as above.

All participants shall be timely notified by Cosmo-One through e-mail about the exact opening and closing times of the electronic platform for Stage 1b of the RfP.

Following closure of the platform upon completion of Stage 1b, any documents and/or data and/or clarifications submitted shall be retrieved by Cosmo-One and shall be sent to PPC. The full set of documents and/or data and/or clarifications, submitted by each Participant within the context of Stages 1a and 1b of the RfP

shall be evaluated by PPC against the provisions of the present RfP as regards their conformity in every respect with the terms and requirements thereof.

Following such evaluation the following information shall be disclosed by Cosmo-One to all participants through e-mail:

- A list of all qualifying Participants; those will be eligible to participate in Stage 2 of the electronic RfP.
- The disqualifying Participants, if any; those will not be eligible to participate in Stage 2 of the electronic RfP.

2.3 Stage 2.

2.3.1 Overview:

Documents and Data required within the context of Stage 2 pertain to the:

- Participant's Participation Letter of Guarantee (Bid Bond), according to Specimen A.2.
- Participant's Initial Financial Offer, duly signed by the above authorized company official(s), according to Specimen A.3. Initial Financial Offers shall be valid until 20.11.2018. Initial Financial Offers specifying a shorter period of validity shall be disqualified.

The electronic platform of Cosmo-One shall be opened for a period of two full Greek working days for Stage 2. The platform will be accessible only to Participants eligible to participate in Stage 2 of the electronic RfP.

All eligible participants shall be timely notified by Cosmo-One through e-mail about the exact opening and closing times of the electronic platform for Stage 2 of the RfP.

Upon closure of the electronic platform Cosmo-One will retrieve from the Server all data and documents submitted within the context of Stage 2.

A summary of the offers submitted shall be sent by Cosmo-One to all participants showing for each and every offer the price offered ($\$/\text{KWh}_{\text{th}}$) for delivery at VTP.

2.3.2 Participation Letter of Guarantee:

A Participation Letter of Guarantee, issued by a Bank or other credit/financial institution acceptable to the Bank of Greece, drawn according to specimen A.3, for the amount of ten thousand Euros (€ 10.000).

The participation Letter of Guarantee must be scanned and uploaded to the electronic platform of Cosmo-One in portable document format; the original Participation Letter of Guarantee must be delivered to PPC (at 7,3rd Septemvriou Street, 104 32 Athens, Greece, 7th floor, office 715), within two working days after closure of the electronic platform upon completion of Stage 2.

In the case that the original Participation Letter of Guarantee is not delivered to PPC within the above deadline the financial offer submitted shall disqualify.

If no reason arises for the said Participation Letter of Guarantee to be forfeited on PPC's favor, according to the terms of the present RfP it shall be returned to its issuer according to the following:

In case the contract is not awarded to the Bidder, upon the decision of PPC's BoD approving the results of the RfP or upon the expiration of the validity period of his Offer, whichever is earliest.

2.3.3.Evaluation of Proposals

Compliance of the initial financial offers with the provisions set in the preceding paragraphs shall be checked; discrepant offers shall disqualify.

The contents of each of the Proposals shall be checked against the provisions of paragraph 2 of Document #1 ("Request for Proposals") & paragraph 2 of Document #2 ("Terms and Procedures").

Evaluation of the qualifying initial financial offers shall be based on the lowest Price, in USD per KWh_{th} (\$/KWh_{th}) of Natural Gas delivered at Virtual Trading Point (VTP) of DESFA.

2.3.4.Qualifying Participants for Stage 3 (Best and final financial offers).

Participants shall be eligible to participate in Stage 3 provided that:

- The original Participation Letter of Guarantee has been delivered to PPC, as provided for in paragraph 2.3.2 above.

- In addition to the above, the price in $\$/\text{KWh}_{\text{th}}$, shall be one of the three lowest offered or no more than 10,00% higher than that of the corresponding lowest offer.

Prior to launching Stage 3 of the RfP Cosmo-One shall send through e-mail to all companies participating in Stage 2 the list of all participants and the prices offered by them.

2.4.Stage 3.

The following document shall be available to Participants through the electronic platform of Cosmo-One:

- Specimen A.4 (Best and Final Financial Offer) in editable format.

The electronic platform of Cosmo-One shall be opened for a period of one full Greek working day for Stage 3. The platform will be accessible only to Participants eligible to participate in Stage 3 of the electronic RfP.

2.4.1 Data to be submitted.

Within the context of Stage 3, participants shall be able to submit their "best and final" offer only as regards the price offered for Natural Gas.

Best and Final Financial Offers shall be valid until 20.11.2018. Best and Final Financial Offers specifying a shorter period of validity shall be disqualified.

No prices higher than those submitted in the Initial Financial Offers shall be accepted during Stage 3; in case no best and final offer is submitted by any Participant or the prices offered are higher than the corresponding prices in the Initial Financial Offer, the prices offered by said Participant in his Initial Financial Offer shall remain valid and binding.

2.4.2 Evaluation of "best and final" offers.

The lowest price offered within stage 3 will lead to the award of the contract.

3.Contract Award.

Award of the Contract(s) resulting from the RfP is subject to approval by PPC's Board of Directors.

The Contract(s) shall be drawn up according to the "Draft Contract" (Document 3) included in the present RfP.

The supplier must deliver any additional document(s) potentially required by the Greek Legislation in order for the Bidder to be entitled to enter into a contract with PPC.

The sign of the contract will take place within 15 days after the decision of PPC' s Board of Directors.

If the participant does not show up to sign the contract within the above time limit, PPC is entitled to declare him forfeited.

4.Invoicing and Payment

Invoicing of Natural Gas shall be effected in Euros. The conversion of USD Dollars (\$) to Euros (€) will be based on the USD/Euro exchange rate applicable on the day the invoices are issued as it is published by the European Central Bank (ECB).

Payment shall be done by the 20th Day of the Month following the Month of delivery. If the payment due date is not a banking day when the banks are open for normal business in Greece, the payment shall be done on the first following banking day.

4. PPC's Reservations and Rights

- 4.1. By participating in the present Request For Proposals, the Participant unreservedly declares that he is fully aware of the terms as well as of all the data and parts of the RFP.
- 4.2. PPC reserves the right to postpone the closing date and time of Stage 1a of the herein above electronic procedure. Such an extension shall be in time and officially announced through the electronic platform and shall be included in a relevant Supplement issued soon thereafter.
- 4.3. PPC 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 Proposals, particularly in case their Proposal 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 Proposal, independently of whether they have been finally accepted or not, do not acquire any right at all against PPC from this procedure and their participation to it.

- 4.4. Any Proposal, submitted according to the terms of the Present RFP, is considered as proposal to PPC and not as an acceptance of PPC's proposal.
- 4.5. No Participant 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.
- 4.6. The terms and restrictions concerning the submission of Proposals are to PPC's benefit, which has the right to waive them, without such an action however providing any right to the Participant's.

5. Procedure cancellation.

PPC reserves the right to cancel the Procedure initiated by the present Request For Proposals according to the following:

- In case of breach of the rules of the Procedure, if the result of the Procedure is influenced by such a breach.
- In case the result of the Procedure is considered justifiably not satisfactory for PPC.
- In case competition was inadequate, or if there is serious evidence that there has been an agreement between the Participants to avoid real competition.

SPECIMEN A.1

**DECLARATION OF ACCEPTANCE
OF ALL TERMS AND CONDITIONS**

The herein below signed lawfully representing the Firm....., bidding against Public Power Corporation's Request For RfP Inquiry DYED- 1/2018, I declare that I took cognizance of all Bidding Terms and Conditions enunciated in the respective Request For Proposals, I studied and accept same irrevocably and unreservedly in the name of said firm.

Authorized Signature(s)

Name(s) and Title(s)

Date

Specimen A.2

PARTICIPATION LETTER OF GUARANTEE

TO:
PUBLIC POWER CORPORATION
7, 3rd Septemvriou Street, Athens 104 32 GREECE

DATE

.....

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

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

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

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

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

Specimen A.3

INITIAL FINANCIAL OFFER

The herein below signed ... *[insert name, Title]*... , lawfully representing the Firm ... *[insert Bidding Firm's official name]* ... , bidding against Public Power Corporation's RfP Inquiry No 1/2018 declare that:

- All prices quoted through the electronic platform of Cosmo-One within the context of Stage 2 (Initial Financial Offer) of the aforementioned Inquiry are correct.
- Said Initial Financial Offer shall remain valid and binding for the above Firm until 20.11.2018.

Authorized Signature(s)

Name(s) and Title(s)

Date

Specimen A.4
BEST AND FINAL FINANCIAL OFFER

The herein below signed ... *[insert name, Title]*... , lawfully representing the Firm ... *[insert Bidding Firm's official name]* ... , bidding against Public Power Corporation's RfP Inquiry No 1/2018 declare that:

- All prices quoted through the electronic platform of Cosmo-One within the context of Stage 3 (Best and Final Financial Offer) of the aforementioned Inquiry are correct.
- Said Best and Final Financial Offer shall remain valid and binding for the above Firm until 20.11.2018.

Authorized Signature(s)

Name(s) and Title(s)

Date